

# Personal Insurance Plan

## MaxiPlan House

### Welcome to MaxiPlan – Insurance For Your Home

We would like to make sure *you* are aware of all *your* entitlements under this policy, so please read this document carefully. After *you* have read it, please contact *us* if *you* would like further information.

#### HELP Service – Emergency Assistance

HELP is a 24 hour, 7 day a week emergency assistance service which Vero offers as part of *your* insurance policy – at no extra cost.

With just one phone call *you* can sort out all the hassles that arise if *you* have an *accident* or disaster anywhere in New Zealand – even if no insurance claim is involved. Whatever the problem, ring HELP for practical advice, and they will locate the trades people or services *you* need. The toll free number is 0800 800 786.

Ringling HELP costs *you* nothing. The assistance is free, but *you* will have to pay if *you* ask for a tradesperson to call or for other services. Where the services are covered by *your* policy, *you* can claim back any bills paid, subject to the policy excess.

#### How HELP can help *you*:

##### Convenience

Instead of looking through the yellow pages for a plumber at 11 o'clock at night, HELP can organise a call out.

##### Quality

All trades people are approved and monitored. Each call is followed up to ensure *you* are satisfied with the quality and cost of the service received.

##### Guaranteed response

*Our* systems will guarantee that someone will actually arrive.

#### How do *you* qualify for HELP?

HELP is automatically provided to all Vero house, contents or private motor vehicle policyholders (but not business cars or motorcycles). HELP is also available to members of *your* immediate family who live with *you*.

No matter which policy *you* have (of those listed above) *you* can use any of the HELP services provided.

#### Service available

HELP provides a 24-hour referral to a comprehensive nationwide network of recommended service organisations and trades people.

So if *you've* got a problem with plumbing, a leaking roof, broken glass, replacement of locks or electrical faults, *our* operators can provide rapid assistance.

Advice is also available on *our* claims procedures, including the appointment of assessors and tips on how to minimise damage.

HELP provides free access to a service that will advise and act on all of these concerns.

HELP also offers to arrange a host of other services for *you* (while *you* are in New Zealand) even when no insurance claim is involved:

1. emergency call-out service – for problems like flat batteries or keys locked in *your* car;
2. medical referral service – if *you* are away and want the name of a recommended local doctor, out of hours;
3. replacement of personal effects following loss or theft away from *home*.

Remember, HELP is always available whether *you* are at *home* or miles away.

HELP - a valuable addition to *your* policy from Vero.

### 30-day Money Back Guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it.

If *you* have not made any claims during this period we will give *you* a full refund of any *premium* paid.

### Privacy Act and the Insurance Claim Register (ICR)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* on the condition that *you* authorise *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect. *You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

## Definitions

*Definitions explain words frequently used in the policy. Defined words are shown in this type style.*

*Accidental* means a sudden and unforeseen event causing physical loss or damage that is not intended or expected by *you*.

*Home* means each dwelling (including residential flat or holiday home) within the residential boundaries of the property on which the home is situated.

It includes any part of the home used as a home office or health care practice. It also includes:

- domestic outbuildings, greenhouses and garages
- permanent decks, built in furniture
- fixed floor coverings
- aerials forming part of the building
- coverings fixed to the ceiling or wall but not curtains, drapes or blinds
- fixed light fittings, and appliances permanently attached to a gas, plumbing or electricity service
- letter boxes, exterior blinds and awnings, fixed clotheslines and built in barbecues
- septic tanks, oil heating tanks, service tanks and water tanks including their fixed pumps
- permanent spa or inground swimming pools, including their fixtures, pipes and fixed pumps
- walls, fences, gates
- gas pipes, fresh-water pipes, electricity and telephone cables
- any driveways, paths, footpaths and tennis courts.

### But does not include:

- retaining walls except for the cover provided under the Retaining Wall additional benefit
- planted hedges, trees, shrubs, lawns and plants except where cover is provided under the Landscaping additional benefit
- landlords fixtures and fittings, unless the Landlords Option is shown on the *schedule*
- wharves, piers, jetties or the like
- culverts, dams, slipways
- bridges or anything on them
- adjacent property owners' share in walls, fences, gates, retaining walls, pipes, cables or driveways where those things are jointly owned by *you* and other property owners
- the land itself.

*Indemnity value* is the amount needed to put *you* back in the same financial position *you* were in immediately before the loss occurred. This is either:

- a. the market value of the *home* at the time of loss or damage; or
- b. the cost of rebuilding or repairing the damaged portion of the *home* to a condition no better, or more extensive than it was when new, less an allowance for

depreciation and wear and tear; or

- c. the market value of the Landlords furnishings at the time of loss or damage (where the Landlords Option is shown on *your schedule*).

*Period of cover* means the "period" or "period of insurance" specified in the *schedule*.

*Premium* is the consideration for this contract. This may mean the first premium or any subsequent premium.

*Schedule* is the latest current policy schedule, expiry notice or insurance renewal issued to *you*.

*We, us* or *our* means Vero Insurance New Zealand Limited.

*You* or *your* means the insured person or persons named in the *schedule*, and their partner. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 (or any replacement Act) and any subsequent amendments.

## Introduction

*We* will provide the cover set out in this policy during the *period of cover* shown on the *schedule* provided *you* have paid the *premium* and *you* remain subject to the policy's terms, limits, exclusions and conditions. *Your* insurance contract consists of:

1. this policy document;
2. the personalised *schedule* with details of the cover which applies to *you*; and
3. the information in the proposal, application or declaration;

whether *you* have received or provided this information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form.

## What you are insured for

*We* will insure *you* for *accidental* loss or damage to *your home* at the situation shown in the *schedule* during the *period of cover*.

### What we will pay - at our option:

1. the cost incurred in rebuilding or repairing the damaged portion of the *home* using currently equivalent building materials and techniques to a standard or specification no more extensive, nor better than its condition when new; or
2. the *indemnity value* should *you* not rebuild or repair within 12 months unless authorised by *us*.

### Limits on what we will pay:

1. The maximum amount *we* will pay under this policy is:
  - a. the sum insured; plus
  - b. any GST *you* have paid or that is payable on the sum insured; plus

- i. Benefit 2 – Landscaping
  - ii. Benefit 9 – Property Owners Liability
  - iii. Benefit 10 – Forest and Rural Fires Act
  - iv. Benefit 12 – SumExtra.
2. We will only replace damaged wallpaper or floor coverings in the room where the loss or damage occurred;
  3. We will only pay *indemnity value* on swimming and spa pool liners;
  4. We will only pay *indemnity value* on electric motors over 10 years of age.

### Additional Benefits

#### We will also pay for:

##### 1. Gradual damage

We will pay for damage to *your home* resulting from the action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration, caused by water leaking or overflowing from any internal water system, provided that the loss or damage first occurs during the time that *you* own the *home*.

The limit includes costs for searching for the source of the problem if they are reasonably incurred and we have accepted a claim for the loss or damage.

An internal water system is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of the dwelling structure.

Any payment will be limited to \$3,000 for any one event and must be applied towards repair of the damage.

##### 2. Landscaping

We will pay for *accidental* loss or damage to *your* gardens (including planted hedges, trees, shrubs and plants) and lawns, provided *your home* was also damaged in the same event and we have agreed to pay a claim for loss or damage to *your home*.

We will pay up to \$5,000 for any one event.

##### 3. Retaining walls

We will pay for loss or damage to retaining walls arising out of any one event. This includes the cost of gaining access to the wall, stabilising the soil, and providing footings and drainage materials.

A retaining wall means a completed retaining wall, but only where the sole purpose of the wall is to retain land. However, retaining walls more than 1.5 metres in height above ground level are insured only if the appropriate local authority has issued any necessary permit, consent or certificate.

Any payment will be limited to \$80,000 or to the sum

insured with pre-loss valuation.

##### 4. Home office or healthcare practice

The policy will extend to include any part of the *home* used as a home office or health care practice.

Health care practice is the part of the *home* that is:

- a. exclusively used by *you* for the carrying on of the business of a legally qualified medical practitioner including dentists;
- b. used by customers for access to that part of the *home*.

Home office means the part of the *home* that is:

- a. exclusively used by *you* for the carrying on of a business of an administrative, clerical or professional nature;
- b. used by customers for access to that part of the *home*.

##### 5. Rebuilding elsewhere

If we have agreed to pay a claim for loss or damage to *your home* covered by this policy, and *you* want to rebuild elsewhere, then *you* can do so if *you* have *our* agreement in writing, provided:

- a. *you* will have to pay for any extra costs associated with rebuilding elsewhere; and
- b. rebuilding must be completed within 12 months of the date of the loss or damage, unless authorised by *us*.

##### 6. Fees and clearance costs

We will pay:

- 1. costs of clearing the building site or demolition of the damaged portion of the *home* and the removal of debris of contents from the *home* and; in addition
- 2. architects, surveyors, consultants, legal and council fees to reinstate or repair the *home*, incurred with *our* prior consent following any loss insured by this policy.

##### 7. Statutory requirements

If we pay to rebuild or repair *your home*, we will pay the extra costs to rebuild or repair the damaged portion of the *home* needed solely to comply with any statute or local body regulation. Provided that:

- 1. notice of such had not been served on *you* before the damage occurred; or
- 2. there is not an entry on *your* Certificate of Title; unless we have agreed in writing to provide cover.

##### 8. Authorities damage

We will pay for damage to the *home* caused by government or local authorities in order to prevent loss or damage covered by this policy.

## 9. Property owners' liability

We will pay *you* up to a maximum of \$2,000,000 (plus legal costs and expenses incurred with *our* consent), for *your* legal liability for *accidental* damage to property caused by negligence and arising out of any one event occurring in New Zealand. In order for this benefit to apply *your* liability in negligence must arise out of *your* ownership of the *home*.

But we will not pay for:

1. liability for damage to property belonging to *you* or under *your* control; and
2. liability arising out of:
  - a. any business, profession or employment; or
  - b. the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft or watercraft; or
  - c. liability assumed by agreement (unless *you* would have been liable anyway), except liability normally agreed to by a Landlord under a tenancy or lease agreement.

We will not cover *you* for any punitive or exemplary damages awarded against *you*.

**If *you* have home, contents, motor or boat insurance with us, *you* can only claim this benefit under one policy.**

## 10. Forest and Rural Fires Act

We will pay *you* up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with *our* consent) for all sums that *you* shall become legally liable to pay, arising from *your* ownership of *your home*, whether or not damage to property has occurred, in respect of:

1. costs incurred and apportioned by any Fire Authority under the Forest and Rural Fires Act 1977, or any amendments or replacing Act;
2. costs which relate to levies under Sections 46 & 46A of the Forest and Rural Fires Act 1977, but limited to a maximum of \$100,000 (including legal costs and expenses) for any one event;
3. costs claimed by any other party in order to protect their property from fire.

But we will not pay for:

- a. levies for expenditure under Sections 44 & 45 of the Forest and Rural Fires Act 1977;
- b. fines or penalties;
- c. gross negligence or deliberate damage caused by *you*;
- d. fire intentionally lit by *you* that does not comply with the Forest and Rural Fires Act 1977 and its amendments or any other statutory or local body requirement governing the lighting of fires.

**Any payment made under this additional benefit shall be cumulative on any payment that may be made under the Property Owners' Liability Benefit, and in no way will *our* combined indemnity for this benefit and the Property Owners' Liability Benefit exceed \$2,000,000 (plus legal costs and expenses incurred with *our* consent) for any one event.**

**If *you* have home, contents or motor insurance with us, *you* can only claim this benefit under one policy.**

## 11. Natural Disaster Insurance

In the event of the *home* suffering damage caused by earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami, or fire resulting from any of these, we will pay:

1. the difference between the cost of reinstatement and the amount received by *you* under the Earthquake Commission Act 1993 and its amendments provided that:
  - a. the Earthquake Commission has accepted liability under the Act for the loss or damage;
  - b. we shall not be liable for any excess imposed by the Act; and
  - c. the total amount paid by us with the addition of the amount recoverable from the Earthquake Commission shall not exceed the amount that would be paid under the policy if the cause of loss was other than natural disaster;
2. for loss or damage to any permanently installed swimming or spa pools, drains, pipes and cables, paths, driveways, garden walls (other than retaining walls, except where cover is provided by Benefit 3 – Retaining Walls) and tennis courts.

The basis for settling claims and all other policy terms and conditions will apply.

## 12. SumExtra

If we elect to settle *your* claim for loss or damage to *your home* on the basis that we pay the cost of rebuilding or repairing under the heading "What we will pay – at *our* option", and the replacement cost exceeds the sum insured, we will pay:

- a. up to a further 10% of the sum insured towards the replacement cost where the loss is caused by natural disaster; or
- b. the replacement cost where the loss arises from any insured cause other than natural disaster;

provided the sum insured at the time of loss is equal to or greater than a written estimate of costs reasonably necessary to rebuild *your home* to a building standard or specification similar to, but no more extensive or

better than, the *home's* condition when new, using currently equivalent techniques and building materials readily available in New Zealand:

- i. from the online rebuilding cost calculator accessed through *our* website or from such other online rebuilding cost calculator as *we* accept;
- ii. by a registered valuer, registered quantity surveyor, building practitioner holding an appropriate trade licence, or such other building specialist, as *we* accept; or
- iii. by such other method or source as *we* accept;

and provided also:

- iv. that the written estimate of costs provides a complete and correct description of *your home* and is less than 3 years old at the time the sum insured was most recently agreed; and
- v. where *you* subsequently increased the size, or improved the quality, of *your home*, that *you* increased the sum insured proportionately, otherwise *we* will pay only up to a further 10% of the sum insured.

The cover provided by this benefit does not increase the sum insured. Any cover that is based on a percentage of the sum insured does not increase.

**Optional Additional Benefit**

The following Optional Additional Benefit is subject to the policy definitions, clauses, exclusions, conditions and limits.

**Landlord's Extension**

If *you* have paid an additional *premium* for this Additional Benefit and it is shown on the *schedule* the following cover applies:

**A. Landlord's Furnishings**

If landlord's furnishings suffer loss covered by this policy, *we* will pay the *indemnity value* of these items.

Landlord's furnishings, for the purposes of this Additional Benefit, means dishwasher, stove, washing machine, dryer, microwave, carpets, drapes, curtains, blinds, fixed light fittings.

*Our* liability for landlord's furnishings is limited to \$20,000 per dwelling unit or the amount shown on the *schedule*, whichever is higher, for any one event.

**B. Loss of Rent**

If *we* agree *your home* cannot be lived in because of loss or damage covered by this policy *we* will also pay or reimburse *you* for loss of rent, as long as *your home* had been rented out, or *you* had signed a tenancy agreement to let *your home* prior to the loss or damage. *We* will pay:

- a. a weekly amount equal to the average weekly rental *you* received for renting *your home* during the weeks

it was rented in the 12 months prior to the loss or damage or where a tenancy agreement was signed prior to the loss or damage the amount of the weekly rental in the agreement, and

- b. any other costs incurred with *our* written consent.

The longest *we* will pay for is the period necessary to replace or repair *your home*. (If *you* don't want *your home* reinstated *we* will pay, at *our* option, up to 2 months lost rent).

Payment is limited to \$40,000, or the amount shown in the *schedule* whichever is higher, for any one event.

**Exclusions (what you are not insured for)**

**1. Any excess**

*You* must contribute the amount shown in the *schedule* as the excess for the first amount of any claim.

If the *home* is let to tenants other than *you* an additional excess of \$250 applies.

All excesses are cumulative.

Where a single event causes loss or damage to property or items insured by *you* with *us* under more than one policy, only one policy excess shall apply. The amount of the excess shall be the highest excess that *we* could apply under any of the policies affected.

Where *you* suffer a total loss and *you* have been paying *your premium* by instalment the excess shown on the *schedule* will be increased to include:

- i. the balance of the amount of *premium you* would have paid if *you* had instead elected to pay *your premium* annually; and
- ii. the total value of the service fees for all of the *premium* instalments.

**2. We will not pay for:**

- a. any loss of use or consequential loss;
- b. any loss of electronic data;
- c. damage to swimming and spa pools caused by hydrostatic pressure.

**3. Loss caused by:**

- a. mechanical or electrical breakdown or failure unless actual burning out occurs but always excluding lighting or heating element fuses or protective devices or electrical contacts where arcing occurs in ordinary working; or
- b. defect in design or inherent fault.

However this policy will cover any resulting loss or damage provided it is not also excluded.

**4. Loss or damage caused by:**

- a. wear and tear;
- b. corrosion or rust;

- c. action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration (unless covered under the gradual damage additional benefit);
- d. any other gradually operating cause;
- e. insects or vermin (except opossums);
- f. defect in workmanship or any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such process;
- g. lifting or moving the *home* or as a result of structural additions or structural alterations to the *home* unless *we* have been notified and agreed in writing;
- h. vibration or removal of support;
- i. burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by anybody renting, living or staying in *your home*;
- j. earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these (except where cover is provided by the natural disaster insurance additional benefit), subsidence, settling, ground heave, shrinkage or erosion.

**5. Any loss or damage:**

To *your home* where that loss or damage arises from, is consequent upon or in connection with the failure of *your home* to contain materials, a design, a system, or a standard of workmanship which effectively prevents or manages the presence or penetration of moisture or water to which *your home* might reasonably be subjected.

**6. Loss, destruction, damage or liability directly or indirectly caused by:**

- a. war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities;
- b. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel.
- c. any act of terrorism including but not limited to loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear:
  - pollution
  - contamination, or
  - explosion.

An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious,

ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

**7. Unoccupancy:**

- a. Any loss or damage to the *home* if unoccupied (which means that no authorised person has slept there overnight), for more than 60 consecutive days unless *we* have been notified and have agreed in writing, or the *home* is occupied as a holiday *home* or weekend *home*.
- b. Any loss or damage to the *home* while unattended if normally used as a holiday-*home* or weekend *home* unless:
  - i. the *home* is kept in a tidy condition; and
  - ii. all external doors and windows are kept locked; and
  - iii. all papers and mail are collected regularly; and
  - iv. the *home* is under regular supervision.

**8. Costs which can be recovered under the provisions of the Injury Prevention, Rehabilitation, and Compensation Act 2001 (or any replacement Act) and any subsequent amendments.**

**Policy Conditions**

These conditions give *you* information about this policy and *your* and *our* obligations arising from this policy.

**1. Assignment**

*You* must not assign or attempt to assign this policy or *your* interest in this policy to any other party. *You* must not assign or attempt to assign *your* rights to any claim proceeds under this policy to any other party without *our* prior written consent.

**2. Breach of Policy Terms and Conditions**

No claim will be payable where any person entitled to indemnity under this policy breaches any of the terms and conditions. Nothing in this policy affects the common law rights of either party, including *our* right to avoid the policy for non-disclosure.

**3. Cancellation**

*We* may cancel this policy at any time by sending a letter, facsimile, or e-mail to this effect to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The cancellation will take effect at 4.00 pm on the 7th day after the communication has been sent. *We* will refund the unused part of *your* paid *premium*.

*You* may cancel this policy by giving written notice to *us*. *We* will refund the unused part of *your* paid *premium* provided that *you* have not made a claim.

**4. Care of Insured Property**

*You* must, at *your* cost or expense, take all reasonable

steps to prevent loss and maintain the insured property in good repair. *We* will always have the right to examine *your* property. *You* must try to avoid any loss for which *you* could be held legally liable. This policy will not respond in the event that *you* are reckless or grossly negligent. Reckless or grossly negligent means that *you* have acted or failed to act in the way a reasonable person would, given the circumstances that *you* faced at the time of the loss.

## 5. Change of Terms

In the event that *we* are no longer able to obtain or retain full reinsurance protection from natural disaster events covered by this policy, *we* may change the terms of this policy (including the excess) during the *period of cover* by sending a letter, facsimile, or e-mail advising *you* of this to *you* at *your* last known postal address, facsimile number, or e-mail address, or to *your* insurance adviser. The change or changes will take effect at 4.00 pm on the 14th day after the communication has been sent.

## 6. Claims

- a. On the happening of any event or occurrence that may give rise to a claim under this policy *you* must:
  - i. notify *us* of such event or occurrence immediately;
  - ii. take all reasonable steps to minimise the extent of loss;
  - iii. immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;
  - iv. obtain *our* consent before proceeding with repairs (other than for replacement or repair of window glass);
  - v. make any damaged property available for inspection by *us*;
  - vi. provide any information or assistance that *we* may require, including proof that *you* own the property *you* are claiming for;
  - vii. in the case of loss by theft, burglary, or vandalism, advise the Police immediately;
  - viii. assist *us* to take any recovery action *we* choose to instigate against person or persons *we* consider are responsible for the loss; and
  - ix. at *your* cost *you* must cooperate with *our* assessors, investigators, lawyers and anyone else *we* may appoint to help *us*, including attending meetings with them when *we* require *you* to.

Failure to comply with Conditions a.i. to a.ix. may result in *your* claim being declined or, if the claim has already been settled, *we* may require *you* to return funds paid by *us*.

- b. *You* must not, without *our* written consent, incur

any expense or negotiate, pay, settle, admit, repudiate, or make any agreement in relation to any claim.

- c. *We* will decide the best way to advance *your* claim, including inspecting any damage, choosing the repairer and arranging the repair. If *we* choose to repair the *home* *we* will seek independent quotes from *our* approved repairers or suppliers. If *you* wish, *you* can recommend a repairer or supplier to provide a quote for consideration. *We* will select who is to repair the *home*, oversee any repairs, and keep *you* informed of progress.
- d. *We* will be entitled, at *our* expense and in *your* name, to take any proceedings necessary to obtain relief from any other party, and to take over and conduct the defence and settlement of any claim. At *your* cost *you* must provide all reasonable assistance and cooperation.
- e. *You* authorise *us* to disclose information to third parties in relation to any claim that *you* make under this policy. *You* also authorise *us* to obtain information from third parties that is relevant to any claim that *you* make under this policy.
- f. *You* must, prior to settlement of *your* claim, complete documentation which evidences *our* settlement of *your* claim.

## 7. Correctness of Statements and Fraud

The proposal, application, or declaration form is the basis of this contract.

All statements made or information given by *you* or on *your* behalf:

- in any proposal, application, or declaration (whether *you* have provided these statements or information verbally, or have completed, accessed, or received versions of these documents electronically or in printed form or provided to *us* by telephone);
- in support of this policy; or
- in support of any claim;

must be complete and correct in all respects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us*. *We* may also cancel any other policy *you* have with *us*.

## 8. Duty of Disclosure and Change of Circumstances

*You* must tell *us* all information that a prudent insurer would consider material to a decision to issue, renew, or alter this policy, or the terms on which they would do any of these things, including the *premium* that *we* charge. *Your* duty of disclosure applies each time

this policy is renewed or altered. There are serious consequences if *you* fail to tell *us* information which is material to the decision to issue, renew, or alter this policy, or the terms on which *we* did any of these things.

*You* must tell *us* immediately if, after the start of this policy, there is an increase or alteration to the risk insured. This includes any change of circumstances that affects the persons, properties, or liabilities covered by this policy. *You* must tell *us* if *you* or any member of *your* household or any person insured under this policy receives a criminal conviction.

#### 9. Good and Services Tax – GST

*We* will pay up to the sum insured plus any GST (to the maximum of the current rate of GST) that is paid or payable on the sum insured. However, all item limits, benefit limits, and excesses shown within this policy or on the *schedule* are GST inclusive.

#### 10. Governing Law

This policy is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

#### 11. Government EQC Cover

Where the policy insures property at more than one named location, for the purposes of the Earthquake Commission Act 1993, each location is deemed to be subject to a separate contract.

#### 12. Sum Insured Adjustment at Renewal

*We* will consider a range of factors that can influence the cost of rebuilding. As a result *we* may choose to make an adjustment to *home* sums insured. Where *we* take this action *your* new sum insured will be shown on the renewal *schedule*, and *your* *premium* will be adjusted accordingly. However, *you* need to consider if *your* sum insured is sufficient for *your* situation.

#### 13. Instalment Premiums

Where *we* have agreed to accept payment of *premium* by instalments all benefits under this policy will be forfeited from the date the first unpaid instalment was due, and *your* policy will be automatically cancelled if any *premium* instalment/s remains unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that an instalment *premium* has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

#### 14. Joint Insureds

Where the *schedule* shows the insured in joint names or includes the name of a Trust, then this policy is a joint policy. This means that if one of *you*, including Trustees and Beneficiaries, does or fails to do anything so that there is no cover, there will be no cover for any of *you*, not just the person responsible. *You* are each deemed to act with the express authority of each other, and have the right to make a change to the policy, make or settle a claim under the policy, or cancel the policy.

#### 15. Other Insurance

This policy does not cover loss or liability where cover is provided by other insurance. *We* will not contribute towards any claim made under any other policy.

#### 16. Other Interests

Where *we* have been advised of any mortgage or secured financial interest over the *home*, *we* may make payment of any claim proceeds directly to that interested party. This will meet *our* obligations under this policy.

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

Any party recorded as having a financial interest under this policy is not covered by this policy and has no right to make a claim.

#### 17. Reinstatement of Cover

Where the *home* suffers loss which is covered by this policy, the amount of cover available for future claims will be reduced from the sum insured stated on the *schedule* by the amount of that loss.

The amount of cover shall be restored as and to the extent that the loss is repaired or rebuilt.

However, before any amount of *your* cover is restored following loss *you* must pay any additional *premium* that *we* may charge.

This reinstatement of cover shall operate only once during the *period of cover*, unless *we* agree otherwise in writing. There shall be no reinstatement of cover where there has been a total loss under this policy.

#### 18. Sale and Purchase

If *you* have contracted to sell *your* interest in the *home*, section 13 of the Insurance Law Reform Act 1985 provides the purchaser with cover under this policy until the purchaser takes possession of the *home* or until settlement, whichever is earlier, provided the purchaser is not otherwise insured. The terms, conditions, and exclusions of this policy apply to *you* and the purchaser as if *you* are insured jointly.