# Change Summary Document – Home Policy – April 2023

Section	Previous cover	Page	New cover	Page
Front cover	Effective September 2021	1	Effective April 2023	1
Cover Option – Premier	For any one event, we'll pay up to 5% of your sum insured on your	6	For any one event, we'll pay up to 5% of your sum insured on your	6
Alternative	schedule or \$30,000, whichever is greater.		schedule or \$50,000, whichever is greater.	
accommodation				
Cover Option - Premier	All other policy terms and conditions, including the land exclusion	9	All other policy terms and conditions apply to this benefit, along	9
Benefits we include in	apply to the <i>natural disaster</i> benefit, along with the basis for		with the basis for settling claims.	
your cover	settling claims.			
Natural Disaster				
Cover Option - Premier	Circumstances where we don't provide new building work cover	10	Circumstances where we don't provide new building work cover	10
Benefits we include in	This benefit won't cover structures or work if any of these		This benefit won't cover structures or work if any of these	
your cover	circumstances apply.		circumstances apply.	
New building work	The expected value of the completed work, or the price of the		• The expected value of the completed work, or the price of the	
	contract including materials, is more than \$25,000.		contract including materials, is more than \$50,000.	
Cover Option - Premier	Property owner's liability — we'll cover your legal liability if you	11	Property owner's liability — we'll cover your legal liability if you	11 & 12
Benefits we include in	cause loss, damage, or injury		cause loss, damage, or injury	11 0 12
your cover	cause 1033, aumage, or mjury		cause 1033, durinage, or injury	
Property owner's	We'll cover you for your legal liability to pay damages or		We'll cover you for your legal liability to pay damages or	
liability	reparation. We'll only pay if the liability is for loss to someone		reparation. We'll only pay if the liability is for loss to someone	
,	else's property, or accidental bodily injury.		else's property, or accidental bodily injury.	
	The liability must arise from an event that:		The liability must arise from an event that:	
	happens during the <i>period of insurance</i>		• happens during the <i>period of insurance</i>	
	happens in New Zealand		happens in New Zealand	
	• results from your ownership of the <i>home</i> .		• results from your ownership of the <i>home</i> .	
	What you must do to claim for liability for reparation		Landlord's liability	
	To claim for liability for <i>reparation</i> , you must do both of the		Landiord 3 hability	
	following.		As a landlord you have responsibilities under the Health and Safety	
	Tell us immediately if you're charged with any offence in		at Work Act 2015. If you fail to comply with these and a	
	connection with your ownership of the <i>home</i> , which resulted in		judgment is made against you under the Act, we'll pay an award	
	bodily injury to another person or loss to someone else's property.		due to accidental bodily injury. We'll do this as long as you	
	Obtain our written approval before any offer of <i>reparation</i> is		have met the cover requirements above and your <i>home</i> is	
	made.		tenanted.	
		1	1	1

#### What we won't pay under Property owner's liability

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for loss to property that you own or that is under your control
- arising from:
- any business, profession, or employment

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#### Limits on what we'll pay for Property owner's liability

For any one event, we'll pay:

- for *loss* to someone else's property, up to \$2,000,000
- for *bodily injury*, up to \$1,000,000.

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined total of \$2,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above.

# We also pay legal defence costs if you are legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay *reparation*.

#### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

- Tell us immediately if you're charged with any offence in connection with your ownership of the *home*, which resulted in *bodily injury* to another person or *loss* to someone else's property.
- Obtain our written approval before any offer of *reparation* is made.

# What we won't pay under Property owner's liability and Landlord's liability

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for *loss* to property that you own or that is under your control
- arising from:
- any business, profession, or employment, except where cover is provided under 'Landlord's liability' above

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### Limits on what we'll pay for Property owner's liability and Landlord's liability

For any one event, we'll pay:

- for *loss* to someone else's property, up to \$2,000,000
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The most we'll pay for all legal liabilities for an award, damages and reparation is a combined total of \$2,000,000 during any period of insurance.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above.

# We also pay legal defence costs if you are legally liable to pay damages

Where you're legally liable to pay *damages*, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay *reparation*.

We also pay legal defence costs if you are legally liable to pay an award

			Where you're legally liable to pay an <i>award</i> under the Health and Safety at Work Act 2015, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred.	
Landlord's extension – for tenanted properties	Loss of rent due to non-payment by tenants  Loss of rent is calculated from the date unpaid rent was first due until either the home is re-tenanted, or we have paid the maximum number of weeks rent that applies to the reason your tenants have stopped paying — as explained above.	16	Loss of rent due to non-payment by tenants  Loss of rent is calculated from the date unpaid rent was first due until either the home is re-tenanted, or we have paid the maximum number of weeks rent that applies to the reason your tenants have stopped paying — as explained above.	16
Cover Option – Restricted Benefits we include in your cover Alternative Accommodation	For any one event, we'll pay up to 5% of your <i>sum insured</i> on your <i>schedule</i> or \$30,000, whichever is greater.	18	For any one event, we'll pay up to 5% of your <i>sum insured</i> on your <i>schedule</i> or \$50,000, whichever is greater.	18
Cover Option - Restricted Benefits we include in your cover Natural Disaster	All other policy terms and conditions, including the land exclusion apply to the <i>natural disaster</i> benefit, along with the basis for settling claims.	19	All other policy terms and conditions apply to this benefit, along with the basis for settling claims.	19
Cover Option - Restricted Benefits we include in your cover Property owner's liability	Property owner's liability — we'll cover your legal liability if you cause loss, damage, or injury We'll cover you for your legal liability to pay damages or reparation. We'll only pay if the liability is for loss to someone else's property, or accidental bodily injury. The liability must arise from an event that: • happens during the period of insurance • happens in New Zealand • results from your ownership of the home.	19 & 20	Property owner's liability — we'll cover your legal liability if you cause loss, damage, or injury We'll cover you for your legal liability to pay damages or reparation. We'll only pay if the liability is for loss to someone else's property, or accidental bodily injury. The liability must arise from an event that: • happens during the period of insurance • happens in New Zealand • results from your ownership of the home.	19 & 20
	What you must do to claim for liability for reparation To claim for liability for reparation, you must do both of the following.		Landlord's liability  As a landlord you have responsibilities under the Health and Safety at Work Act 2015. If you fail to comply with these and a	

• Tell us immediately if you're charged with any offence in connection with your

ownership of the *home*, which resulted in *bodily injury* to another person or *loss* to someone else's property.

• Obtain our written approval before any offer of *reparation* is made.

#### What we won't pay under Property owner's liability

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for loss to property that you own or that is under your control
- arising from:
- any business, profession, or employment

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### Limits on what we'll pay for Property owner's liability

For any one event, we'll pay:

- for *loss* to someone else's property, up to \$2,000,000
- for *bodily injury*, up to \$1,000,000.

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined total of \$2,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same event, we'll still only pay up to the limits above.

# We also pay legal defence costs if you are legally liable to pay damages

Where you're legally liable to pay damages, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay reparation.

judgment is made against you under the Act, we'll pay an *award* due to *accidental bodily injury*. We'll do this as long as you have met the cover requirements above and your *home* is *tenanted*.

#### What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following.

• Tell us immediately if you're charged with any offence in connection with your

ownership of the *home*, which resulted in *bodily injury* to another person or *loss* to

someone else's property.

• Obtain our written approval before any offer of *reparation* is made.

# What we won't pay under Property owner's liability and Landlord's liability

We won't pay for any punitive or exemplary damages awarded against you.

We won't pay for legal liability:

- for *loss* to property that you own or that is under your control
- arising from:
- any business, profession, or employment, except where cover is provided under 'Landlord's liability' above

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### Limits on what we'll pay for Property owner's liability and Landlord's liability

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We also pay legal defence costs if you are legally liable to pay damages

			Where you're legally liable to pay damages, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred. We won't pay legal defence costs and expenses in relation to an offence, or when you're legally liable to pay reparation.  We also pay legal defence costs if you are legally liable to pay an award Where you're legally liable to pay an award under the Health and Safety at Work Act 2015, and we've given you our agreement in writing beforehand, we'll also pay your legal defence costs and expenses incurred.	
Exclusions – things we don't cover	n/a	n/a	Cyber acts and incidents We won't cover any loss, damage, liability, cost, or expense in any way connected to a cyber act or cyber incident. This exclusion does not apply if a loss covered by this policy causes a cyber incident.  However, if there's resulting loss to other parts of the home caused by a cyber act or cyber incident, we'll cover it (unless it's excluded under another part of this policy).	24
Exclusions – things we don't cover	Electronic data  We won't cover any loss, damage, or liability in any way connected with the loss of or damage to any electronic data.  We won't cover any loss of use or reduction in functionality in connection with the loss of electronic data.  This also includes any electronic data you buy in place of an item you could buy in a non-electronic format.	24	<ul> <li>Data</li> <li>We won't cover any loss, damage, liability, cost, or expense of any kind in any way connected to:</li> <li>data being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted, or misappropriated</li> <li>errors in creating, amending, entering, deleting, or using data</li> <li>total or partial inability or failure to receive, send, access, or use data for any time</li> <li>any loss of use of data, or data being reduced in functionality, repaired, replaced, restored, or reproduced</li> <li>the value of any data.</li> <li>This exclusion applies whether any other causes or events contribute at the same time, or in any order, to any of the above.</li> </ul>	24
Exclusions – things we don't cover	Mechanical or electrical breakdown We won't cover <i>loss</i> caused by either: • mechanical or electrical breakdown • inability to operate any mechanical or electrical device this policy covers. This exclusion doesn't apply to <i>loss</i> caused by actual	26	Mechanical or electrical breakdown We won't cover <i>loss</i> caused by either: • mechanical or electrical breakdown • inability to operate any mechanical or electrical device this policy covers. This exclusion doesn't apply to <i>loss</i> caused by actual	27

	burning out as a direct result of an accidental external cause, or if the loss arises from:  • impact  • earthquake or flood  • fire or lightning  • an external power surge that originated outside of the home  • volcanic eruption  • malicious acts		burning out as a direct result of an accidental external cause, or if the loss arises from:  • impact  • earthquake or flood  • fire or lightning  • an external power surge that originated outside of the home  • volcanic eruption  • malicious acts	
Exclusions – things we don't cover	n/a	27	Sanctions We do not provide any cover or benefit, or pay anything in connection with your policy, including any <i>premium</i> refund, if doing so may breach or risk exposure to any of the following.  1. Sanctions, prohibitions, or restrictions under United Nations resolutions.  2. Trade or economic sanctions, laws or regulations of New Zealand, Australia, the United Kingdom, the United States of America, or the European Union.	27
What your responsibilities are	Tell us if anything changes  Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the premium we charge.  Some examples of when you might need to do this are:  • you make structural changes or additions to your home  • you're going to leave your home unoccupied  • you or someone living with you is convicted of a criminal offence.	39	Tell us if anything changes  Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the <i>premium</i> we charge. Some examples of when you might need to do this are:  • you make structural changes or additions to your <i>home</i> • you sell your <i>home</i> , or buy a new one  • you're going to leave your <i>home unoccupied</i> • you or someone living with you is convicted of a criminal offence.	40
Definitions	n/a	45	Award (in respect of the Health and Safety at Work Act 2015) Any of the following imposed by a New Zealand Court in relation to prosecution against you under the Health and Safety at Work Act 2015:  Damages Restitution Compensation Reparation order.	46

		Award does not include:  · Any payment that is unlawful to insure against  · Fines, penalties, or infringement fees under the Health and Safety at Work Act 2015.	
Definitions	n/a	n/a  Computer system  Any of the following in any configuration:  computers, hardware, and software  communications systems  electronic devices, including smart phones, laptops, tablets, and wearable devices  electronically controlled equipment, including data processing equipment  server, cloud, or microcontroller equipment  any similar system, input, output, data storage device, networking equipment or back up facility.	46
Definitions	n/a	n/a  Cyber act  One or more unauthorized, malicious, or criminal acts, involving accessing, processing, using, or operating any computer system.  Cyber act also includes the threat or hoax of these acts.	47
Definitions	n/a	<ul> <li>n/a         Cyber incident         Either of the following.         Any error, omission or series of related errors or omissions involving accessing, processing, using, or operating any computer system.         Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using, or operating any computer system.     </li> </ul>	47
Definitions	n/a	n/a Data Any kind of information, including facts, concepts, or code.	47

Back page	09/21	51	recorded, or transmitted in a form that a computer system can access, communicate, display, distribute, interpret, process, transmit, store, or use.  04/23	53
			In this definition, we mean information that is converted,	