

# Trade Me Insurance

Landlord's house plus cover



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# Welcome to Trade Me Insurance.

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Landlord's plus cover** policy wording, underwritten by Tower Limited.

**We want to make insurance simple and easy.**

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you how our different policies compare.

It's just one thing we do to give you a little more confidence in your insurance cover.

## 1. Start here

These are the basics of your policy.

## 2. These are your benefits

What you're covered for - page 12.

## 3. Responsibilities and exclusions

What you must do, and what isn't covered - page 20.

## 4. Making a claim

Information about making your claim with us - page 28.

## 5. Other stuff

This is important too, like what to do if you have a concern - page 35.

## 6. Glossary

Some words have special meanings - page 38.

As part of our commitment to you, this document has been awarded the WriteMark<sup>®</sup>. This means it meets an internationally recognised plain language standard.



# Compare your benefits

Choosing what's right for you can be difficult, but we've made it easy with this comparison table.

The table below is a summary only and sets out the maximum limits of cover. You can find full details of your cover beginning from **page 8** of this document.

You've chosen **Landlord's plus cover**. If you'd like to change your level of cover, please email us at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz)

	Plus cover	Landlord's plus cover
Basis of settlement	✓ Replacement to sum insured	✓ Replacement to sum insured
Demand surge protection	✓ 10%	✓ 10%
Extended sum insured for fire	✓ Sum insured plus 20%	✓ Sum insured plus 20%
Garden retaining walls	✓ \$25,000	✓ \$25,000
Gradual damage to your house	✓ \$2,000	✓ \$2,000
House under minor alteration	✓ \$20,000	✓ \$20,000
Liability protection	✓ \$20m	✓ \$20m
Bodily injury	✓ \$100,000	✓ \$100,000
Natural disaster damage	✓	✓
One event – one excess	✓	✓
Sustainability upgrade	✓ \$15,000	✓ \$15,000
Glass breakage reduced excess	✓ \$100 excess	✗
Keys and locks lost or stolen	✓ \$1,000	✗
Stress benefit lump sum payment	✓ \$1,000	✗
Temporary accommodation	✓ \$25,000	✗

	Plus cover	Landlord's plus cover
<b>Landlord's benefits</b>		
Loss of rent for damage to your house	✗	✓ 8 months
Loss of rent for other reasons	✗	✓ 8 weeks
Methamphetamine decontamination	✗	✓ \$30,000
Deliberate damage	✗	✓ \$20,000
Landlord's whiteware and window coverings	✗	✓ \$20,000
<b>Optional benefits</b>		
Garden retaining walls	✓ Sum insured	✓ Sum insured
Special features	✓ Sum insured	✓ Sum insured

## How your policy works

Your Trade Me House insurance – Landlord’s plus cover consists of two documents: this policy wording and your certificate of insurance.

Make sure you read your policy wording and your certificate of insurance so you understand what you’re covered for and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your certificate of insurance tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you’ve paid the premium due.

Please check we’ve got things correct. If there is an error of any sort, if your needs are not met or if you are in doubt then email us at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz).

### Words with special meaning

In this policy some words have a special meaning, for example, ‘loss’. You can find out what all of those words are and what they mean in the *Glossary* on page 36.



# The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready. Here's what to do and when.

## What you do

**1**

- Make sure you're safe
- Make sure your property is safe
- Call the police if required
- Take photos of the damage if you can
- Call us on if you need immediate assistance on [0800 950 145](tel:0800950145)

**2**

- Check your policy wording
- Collect up any documents required
- Start an inventory of losses
- Go online to [trademeinsurance.co.nz](http://trademeinsurance.co.nz) and complete a claims lodgement form

## What we'll do

**3**

- Explain how the claims process works
- Lodge the claim with you
- We may ask for more information
- Tell you what's going to happen next
- Arrange an assessor if required
- Decide whether the claim fits the terms of your policy
- Clearly explain why if it doesn't fit

**4**

- Process your claim as fast as we can
- Keep you informed of what's happening
- Settle your claim as soon as we can

# What your house is insured for

## Your house is covered for loss.

Loss means sudden and accidental physical loss or sudden and accidental physical damage occurring during the period of insurance in New Zealand.

We've included limits and exclusions to your house cover throughout this policy wording and on your certificate of insurance.

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please email us at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz) and we'll explain it to you.

## You have landlord obligations under this policy

In order for us to provide you with cover, you and any persons in charge of your house with your permission must comply with all of the obligations below. Otherwise we may decline your claim and recover any payment already made.

### Before a tenancy:

1. Use reasonable care when choosing your tenants. For all adults living in your house, you must get satisfactory references from their previous landlords. If landlord references are not available, get character references. Keep records of these references and provide them to us when we ask.
2. You and the tenant must complete and sign a tenancy agreement. You and the tenant must also complete a pre-tenancy inspection. This includes documenting in writing and including photographs, if possible, of any existing damage to your house. Be prepared to provide these to us when we ask.



3. Collect:
  - a. at least one week's rent in advance, and
  - b. at least three weeks' rent as a bond and register this with Tenancy Services, or
  - c. any combination of (a) and (b) to a total of four weeks' rent.

### During a tenancy:

1. Complete an internal and external inspection of your house at least once every three months. Document in writing and include photographs, if possible, of any new damage or concerns.
2. Monitor rent payments regularly and send written notification to the tenant when rent is 14 days in arrears. You must visit your house to see if the tenant remains in residence.
3. When rent is 28 days in arrears, make application to the Tenancy Tribunal for vacant possession of your house in accordance with the provisions of the Residential Tenancies Act 1986 or any amendment or replacement Act.
4. Ensure you and your house complies at all times with your legal obligations as a landlord.

## What your house policy does and does not cover

### What we cover

We cover your house, meaning the domestic buildings you own at the situation shown on your certificate of insurance including its:

1. fixtures and fittings permanently attached, plumbed or wired within the domestic buildings
2. fitted floor coverings (including glued, smooth edge or tacked carpet)
3. gates, sealed paths, free standing walls and fences
4. decks, verandas and patios that are permanently constructed

5. sealed driveways required for access to your dwelling or outbuilding
6. fixed water tanks, heating tanks, septic tanks (and their systems) that are permanently plumbed
7. underground and overhead services extending to the public mains that you're legally responsible for
8. other domestic outbuildings such as garages, carports, garden sheds and sleep outs
9. retaining walls essential for the building or positioning of your domestic buildings
10. garden retaining walls up to \$25,000 in total.

Your house also includes the features below if they are permanently installed and they are specified on your certificate of insurance:

1. garden retaining walls over \$25,000
2. special features.

## What we do not cover

We do not cover loss or liability for any of the following items.

1. floor coverings not permanently fixed or glued in place
2. drapes and blinds, other than the cover provided under the ***Landlord's whiteware and window coverings benefit on page 15***
3. temporary structures
4. unsealed driveways and paths
5. stock fences, yards and pens
6. swimming and spa pools (and their systems) that are designed to be disassembled or picked up and moved
7. garden retaining walls over \$25,000 unless they are specified on your certificate of insurance
8. any special features unless they are specified on your certificate of insurance
9. cable car and its associated equipment

10. private utility plant including any diesel generator, watermill, wind powered generator or windmill and their associated equipment
11. boat ramp, jetty, landing, pier, pontoon, wharf, and other water based structures
12. bridge, culvert, dam, permanent ford
13. well or bore hole including its pump, lining, or casing
14. trees, shrubs, plants
15. land, earth or fill.

### **We apply an additional excess when your house is left unoccupied**

We'll apply an additional excess of \$1,000 in the event of a claim for loss to your house while your house is unoccupied for more than 60 consecutive days.

### **We do not cover houses with other insurance**

This policy does not cover any loss, damage or liability if you're covered for that same loss, damage or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy with another insurer.

### **What your house can be used for**

Your house is insured as a rental property as recorded on your certificate of insurance as the residency type. If this changes, or if any type of business is run from your house, please contact us immediately to let us know. We may have a different policy that is better suited to your needs.



## Your policy includes automatic benefits

Your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the sum insured and is not in addition to it.

### Deliberate damage

We'll pay for deliberate damage caused by your tenants or their guests during the period of insurance to your house.

### Limits

We'll pay the reasonable costs up to \$20,000 for each event.

An additional excess of \$500 for each event will apply to your claim.

This benefit does not apply where the benefit *Methamphetamine decontamination on page 17* applies.

### Demand surge protection

We may, at our sole discretion, increase your sum insured if all the following conditions are met:

1. your house has suffered loss covered by this policy
2. that loss was caused by natural disaster, flood or storm that occurred at, or near your house causing widespread loss
3. building costs have increased by a verified statistical percentage because there is a surge in demand for labour and materials as a direct result of that widespread loss
4. this increase is the only reason the actual cost to repair or replace your house is higher than your sum insured noted on your certificate of insurance.

## Limits

The most we'll pay is the lesser of:

1. the actual cost to repair or replace your house
2. your sum insured noted on your certificate of insurance, plus the verified statistical percentage increase in building costs, up to a maximum of 10% of the sum insured.

This benefit will not apply if we offered to pay the actual replacement cost but you've chosen to receive a cash payment instead of repairing or replacing your house.

Where this benefit applies, the automatic benefit ***Extended sum insured for fire on page 13*** does not apply.

## Extended sum insured for fire

We'll pay up to a further 20% of your sum insured shown on your certificate of insurance for your house claim if the following apply:

1. your house suffers loss caused by fire
2. we decide it's uneconomic to repair your house
3. the estimated replacement cost to replace your house at the situation is greater than the sum insured shown on your certificate of insurance.

## Limits

The most we will pay is the lesser of:

1. the estimated replacement cost to replace your house at the situation; or
2. your sum insured shown on your certificate of insurance, plus up to a further 20% of your sum insured.

This benefit does not apply to fire following a natural disaster.

Where this benefit applies, the ***Demand surge protection benefit on page 12*** does not apply.

## Gradual damage to your house

We'll pay for the repair of gradual damage, deterioration, mildew, mould or rot to your house occurring during the period of insurance caused by the leaking, overflowing or discharging of any of a:

1. water supply pipe or hose
2. water disposal pipe or hose
3. water supply tank.

The pipe, hose or tank must:

1. form part of the permanent and internal water reticulation system of the house, and
2. be hidden from view because it is contained within the walls, cupboards, floors, ceiling or roof of your house.

### Limits

We'll pay the reasonable costs up to \$2,000 for each event.

This benefit only applies if:

1. the leak, overflow or discharge first occurred during the time that we insure your house, and
2. you could not have discovered the damage immediately, and the damage was not visible, noticeable or obvious.

We do not cover:

1. the cost of locating and repairing the leak
2. a leak in a shower base, shower recess or shower cubicle
3. gradual damage that occurs if your house is unoccupied for more than 60 consecutive days.

## House under minor alteration

We'll cover:

1. your house while it is under minor alteration
2. building materials you own that were specifically purchased for the minor alteration and stored at your house.

Minor alteration is any non-structural renovation or building work to your existing house that does not require a building consent from your local authority.

We pay this benefit in addition to your sum insured.

## Limits

We'll pay up to \$20,000 for each event.

We'll only cover plumbing or electrical installations if they are carried out by or approved by a qualified tradesperson.

We do not cover any loss for building, alteration or renovation work that requires or involves any of the following:

1. a building consent
2. lifting or shifting of the house
3. load bearing walls
4. excavation greater than one metre deep
5. piles or foundations
6. structural alterations or repairs including the removal or alteration of the roof or cladding.

## Landlord's whiteware and window coverings

We'll pay for loss to your landlord's whiteware and window coverings.

Landlord's whiteware and window coverings are limited to:

1. curtains, drapes, blinds or similar window coverings
2. whiteware or household appliances such as dishwashers, refrigerators and washing machines.

We pay this benefit in addition to your sum insured.

## Limit

We'll pay the second-hand value of your landlord's whiteware and window coverings up to \$20,000 for each event.

## Landscaping

We'll pay for the replacement of your lawn, flowers, trees, hedges or shrubs if they are damaged when your house suffers loss caused by:

1. fire, or
2. impact from a vehicle

where a claim is accepted by us.

We pay this benefit in addition to your sum insured.

## Limit

We'll pay the reasonable cost up to \$2,000 for each event.

## Liability protection

We'll cover you as the owner of your house for your legal liability to others arising from an accident at your house that causes physical property damage during the period of insurance.

We'll pay the reasonable costs and expenses incurred with our approval in defending the alleged legal liability. We'll do this if your liability, if proven, would be covered under this benefit.

We pay this benefit in addition to your sum insured.

## Limits

You also have cover under this benefit for your legal liability for bodily injury to a person up to \$100,000 for each event.

We'll pay up to \$20,000,000 in total during the period of insurance.

If you have liability cover with us under any other policy, then we'll only pay under one policy for each event.

## Loss of rent for damage to your house

We'll pay up to eight months' rent you've lost because your house is uninhabitable due to either:

1. a claim accepted under this policy
2. a claim that is covered under EQCover.

## Limits

This benefit only applies if the house is rented to a tenant at the time of the loss.

This benefit does not apply if the house is uninhabitable because of contamination damage.

We'll stop payments after repairs have been completed or your claim has been paid.



## Loss of rent for other reasons

We'll pay for up to eight weeks' rent you've lost because:

1. Your tenant has:
  - a. been lawfully evicted for not paying rent
  - b. vacated the property without giving the required notice
  - c. stopped paying rent legally under their tenancy agreement because they have been prevented from entering your house or because public utilities to your house have failed.
2. Your house is uninhabitable because of deliberate damage caused by your tenants or their guests, which is covered by this policy.

### Limits

We'll first deduct all of the following from your claim:

1. any rent paid in advance
2. any bond held by Tenancy Services
3. an additional excess of one week's rent.

This benefit does not apply if the house is uninhabitable because of contamination damage.

## Methamphetamine decontamination

We'll cover your house if contamination damage occurs arising from the manufacture, storage, consumption, use or distribution of methamphetamine.

The damage must be due to:

1. contamination damage that first occurred while your house is insured with us
2. explosion resulting from methamphetamine manufacture during the period of insurance
3. fire as a result of methamphetamine manufacture during the period of insurance.

### Limits

If the house has suffered contamination damage we'll pay up to \$30,000 for the cost of repairing it.

If damage has been caused by explosion, we'll pay the costs to repair or replace that damage up to the sum insured.

If damage has been caused by fire, we'll pay the costs to repair or replace that damage up to the sum insured or if applicable, the limits in the automatic benefit ***Extended sum insured for fire*** on page 13.

We'll not pay for contamination damage that first occurred while your house was insured with us under a policy that did not contain a benefit for claims caused by methamphetamine.

Before this benefit applies, you must make a formal complaint to the Police about the manufacture, storage, consumption, use or distribution of methamphetamine at your house.

This benefit only applies if the house is rented to a tenant at the time the contamination occurs. You and/or any person responsible for managing your house must comply with the obligations set out in the section ***You have landlord obligations under this policy*** on page 8 before we accept any claim under this benefit.

Once we've paid a claim under this benefit, cover under it ceases until an approved contractor certifies that your house has been satisfactorily remediated to the acceptable levels stated in the New Zealand Standard NZS 8510.

### **Excess**

We apply an additional excess of \$2,000 in the event of a claim under this benefit. This excess amount is recorded on your certificate of insurance.

### **Natural disaster damage**

The premium you pay for this policy includes a levy that is paid to the Earthquake Commission under EQCover. This levy covers your house for natural disaster damage up to a limit set by them. When the Earthquake Commission pays under EQCover, we'll pay for the cost of repairing or replacing loss above this limit.

If parts of your house suffer natural disaster damage and do not come within EQCover, we'll pay for their repair or replacement. This includes any garden retaining walls or special features listed on your certificate of insurance.

## Limits

If your house suffers natural disaster damage you must claim for EQCover first.

The most we'll pay is the difference between your cover under EQCover and your sum insured less any applicable excess.

We apply a \$5,000 excess in place of the excess that would otherwise apply for claims for natural disaster damage to any driveway, path, fence, swimming or spa pool.

We do not cover:

1. any amount the Earthquake Commission legally refuses to pay
2. any excess or deduction under EQCover.

## One event – one excess

If your house suffers loss and we've accepted your claim, and we accept a claim from the same event for loss to your contents or your domestic vehicle that we also insure, you'll only pay one excess. The excess that you pay will be the higher of those excesses.

## Sustainability upgrade

We'll pay for you to add or upgrade to sustainable products in the build of your replacement house if all the following apply:

1. your house suffered a loss covered by this policy
2. we decided it was uneconomic to repair your house
3. the products you've chosen to add or upgrade to are approved by us as sustainable.

We pay this benefit in addition to your sum insured.

## Limit

We'll pay up to a maximum of \$15,000.

This benefit does not apply where the loss was caused by a natural disaster.



## What you're not covered for

### These are your policy exclusions

#### Your policy does not cover liability for:

1. Asbestos  
where such liability directly or indirectly arises out of, results from or is a consequence of, or in any way involves asbestos, or any materials containing asbestos in whatever form or quantity.
2. Bodily injury  
bodily injury to you.
3. Consequential losses  
consequential losses of any kind including loss of use, enjoyment, value, or income
4. Liability that you've agreed  
liability that arises only because you've agreed to take liability upon yourself.
5. Vehicles, watercraft and aircraft you own  
the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements or mobility scooters), trailer, caravan, watercraft, aircraft or other airborne devices.
6. Your or a trust's property  
damage to any property you own, or a trust of which you're a beneficiary or trustee owns.

#### Your policy does not cover any loss, damage or liability arising from:

1. 48 hour stand-down  
any loss that occurs within 48 hours of the start date of your policy caused by storm, flood, wildfire or landslide.

This exclusion does not apply:

- a. If this policy started immediately after another policy that covered these risks, or
  - b. the policy was taken out at the same time you purchased the house.
2. ACC personal injury  
personal injury where cover is provided to any extent under the Accident Compensation Act 2001 or any amendment or replacement Act.
  3. Animals  
any domestic pet pecking, biting, clawing, scratching, tearing or chewing your house, or damage caused by their urine or excrement. This exclusion does not apply to damage caused by another animal (except insects, vermin or rodents) that becomes accidentally trapped inside your home.
  4. Business activities  
any activity for financial return (other than rental income) whether for profit or not.
  5. Confiscation by an authority  
confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority unless it is to prevent loss covered by this policy.
  6. Controlled drugs pollution or contamination  
the pollution or contamination of your house by the manufacture, storage, use, consumption or distribution at your house of 'precursor substances' or a 'controlled drug' as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act, other than the cover provided under the automatic benefit ***Methamphetamine decontamination on page 17.***
  7. Criminal and reckless acts  
any criminal or reckless act or omission by you.
  8. Deliberate damage by anyone  
deliberate damage caused directly or indirectly by you or anyone who normally lives at, or is lawfully at your house, other than the cover provided under the automatic benefits ***Loss of rent for other reasons on page 17*** and ***Deliberate***

- damage on page 12.** This exclusion does not apply to deliberate damage by fire by tenants or their guests.
9. Fines and damages imposed by the courts aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders other than the cover provided under the automatic benefit ***Liability protection on page 16.***
  10. Hydrostatic pressure to assets in the ground hydrostatic pressure to assets like swimming pools, spa pools, water or waste tanks.
  11. Natural disaster damage natural disaster damage other than the cover provided under the automatic benefit ***Natural disaster damage on page 18.***
  12. Nuclear and radiation risks nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
  13. Soil changes settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.
  14. Subsidence, erosion and landslip subsidence, erosion or underground water pressure or landslip other than the cover provided for natural landslip under the automatic benefit ***Natural disaster damage on page 18.***
  15. Theft theft by you or anyone who normally lives at or is lawfully at your house.
  16. Unrepaired damage any loss to your house that has not been repaired at the time this policy starts.
  17. Vibration to buildings and land vibration, removal or weakening of support from either the land or buildings.

### Your policy does not cover any claims for:

1. Cleaning and repairing your house  
any process of cleaning, repairing, restoring or renovating where inappropriate or unsuitable methods or materials are used. This exclusion only applies to the property that has undergone that process.
2. Faults and defects
  - a. the cost of remedying or repairing any structural defect, inherent fault, defective, substandard or faulty workmanship
  - b. water or dampness entering your house because of any structural defect, defective design, defective materials or defective workmanship of the house.
3. Gradual damage  
gradual deterioration including damage arising from or involving action of micro-organisms, atmospheric or climatic conditions, corrosion, fungi, rust, rot, mildew, mould, smoke or particles. Other than the cover provided under the automatic benefit ***Gradual damage to your house on page 14.***
4. Insects and pests  
damage caused by insects, pests, rodents, lizards, vermin (other than possums), marine growth or marine borers.
5. Mechanical or electrical breakdown  
mechanical or electrical equipment (and their parts) breaking down, failing or wearing out unless they've burnt out as a direct result of an accidental and external force.
6. Renovations and alterations to your house  
any renovations, alterations or structural additions to your house, other than the cover provided under the automatic benefit ***House under minor alteration on page 14.***
7. Wear and tear  
wear and tear.

However, resulting loss is covered. By resulting loss we mean secondary damage that occurs as a direct result of the excluded clauses 1 - 7 above.

### **Your policy excludes cover for communicable diseases**

Your policy does not cover any loss, damage, liability, claim, cost, or expense arising out of or in connection with a communicable disease.

This exclusion also applies:

1. if there is some other contributing cause or event at the same or some other time.
2. to the fear or threat (whether actual or perceived) of a communicable disease.

### **Your policy excludes cover for cyber loss**

Your policy does not cover any loss, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any cyber-attack or cyber incident
2. any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount connected to the value of any data.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your computer system suffers loss or damage insured by this policy, then this exclusion will not apply to both:

1. the cost to repair or replace the computer system itself
2. the costs of copying data from the back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling data. If your computer system is not repaired, replaced, or restored we will pay the cost of the blank computer system only.

Loss or damage caused by fire or explosion resulting directly from a cyber incident is excluded if connected to a cyber-attack, including controlling, preventing, suppressing or remediating any cyber-attack.



### Your policy excludes cover for war and terrorism

Your policy does not cover any loss, damage or liability arising directly or indirectly from, occasioned by, through, in consequence directly or indirectly of, or claim for:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
3. confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or
4. any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.



## You have certain responsibilities

Here is a list of what you and any person in charge of your house with your permission must do.

1. You must be honest and fair with us. All your statements about this policy and any claim must be honest, correct and complete.
2. You must tell us immediately if:
  - a. your house is no longer in the rental market, or becomes a holiday home
  - b. anyone starts to use or live in your house for any business purpose
  - c. you make any structural alterations to your house
  - d. anyone identifies your property as being at risk from a natural hazard, such as flooding, landslips, geothermal activity, erosion or subsidence
  - e. any information about your property's risk from a natural hazard changes in the Land Information Memorandum (LIM) or similar document.
3. You must tell us immediately if you or any other person covered by this policy:
  - a. commits, is charged with, or is convicted of any criminal offence
  - b. has a claim declined or a policy avoided
  - c. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if what you tell us is in our opinion, a substantial change in risk.

4. You and any person in charge of your house with your permission must:
  - a. take reasonable care to protect and maintain your house and to avoid legal liability, and
  - b. ensure that your house is securely locked when unattended.
5. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date for payment, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).

If you do not comply with your responsibilities under this section, ***You have certain responsibilities on page 26***, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, we'll give you seven days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.



## How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

You can tell us about your claim by logging into Trade Me Insurance and completing a claims lodgement form.

### You have certain responsibilities at claim time

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here is a list of what you and any person in charge of your house with your permission must do at claim time.

### Before you lodge your claim

You must:

1. Inform the Police if it appears that there has been arson, theft, burglary or malicious damage and provide details of the complaint to us. For example, the acknowledgement number.
2. Tell us as soon as possible:
  - a. if it is likely that you'll make a claim
  - b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in loss of property or caused bodily injury to someone else
  - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further loss or liability.
4. Get our permission before you arrange for any repairs or replacement, or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.

## Once you've lodged your claim

You must:

6. Let us inspect the loss and deal with any salvage reasonably. No property may be abandoned to us.
7. Provide proof of ownership or purchase (such as receipts, bank statements, credit card vouchers, warranties, guarantees, photos, videos, and so on) for any property you claim for.
8. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
9. Comply with all our requests about your claim by providing full cooperation, information and assistance.
10. Not discuss a claim made on you by another person with them; instead, refer them to us.
11. Pay any applicable excess and any applicable additional excess.
12. Let us instruct a solicitor of our choice to conduct your defence. Follow the recommendations of that solicitor about the conduct or continuation of your defence.
13. Let us talk with that solicitor when necessary about the details of the case and the conduct or continuation of your defence.

## After we've accepted your claim

You must:

14. Cooperate fully in any action we take to recover money from other parties involved in your claim.
15. Let us take over for our own benefit and settle any legal right of recovery you may have.
16. Tell us if any person is ordered to make reparation to you for any loss or cost that was part of the claim. Reimburse us for that payment as soon as you receive any reparation.

17. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

### **At any time:**

18. Do not start repairing or replacing your house or incur any costs (such as surveyors, engineers, demolition or debris removal costs), without our prior approval.

If you do not comply with your responsibilities under this section, ***You have certain responsibilities at claim time on page 28***, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, we'll give you seven days' notice emailed or posted to your last known address on our records. If we do this, we'll refund your unused premium.

If we avoid your policy, it will be treated as if it had never been taken out. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this we'll email or post notice of this decision to your last known address on our records. We'll refund your entire premium paid less any claims already paid.

### **How we'll look after your claim**

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator or other specialist to inspect the loss and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you the information you need on how we'll settle your claim
7. if we decline your claim, we'll clearly explain why.

## What excesses you may need to pay

The excess is the amount of any claim that you're responsible for. The excess applies to each event resulting in a claim.

Where loss has been caused on multiple occasions or events, an excess will apply to each occasion or event.

Unless the benefit being claimed says it is excess free you'll need to pay your excess. Your excess and any additional excesses that may apply are detailed on your certificate of insurance and in this policy wording.

Where a benefit specifies an additional excess, that additional excess will apply above any other excess on your certificate of insurance.

## How we'll settle your claim

The maximum per event that we'll settle your claim for is the least of:

1. the actual cost to repair your house
2. the actual cost to replace the actual square metre area of your house before the loss, or the square metre area shown on your certificate of insurance (whichever is the lesser)
3. the sum insured shown on your certificate of insurance.

If the automatic benefit ***Extended sum insured for fire on page 13*** applies, the maximum per event that we'll settle your claim for is the sum insured shown on your certificate of insurance plus up to a further 20% of your sum insured.

We'll settle your claim for loss following the process set out below.

### Economic repair

If we decide it is economic to repair the loss to your house that is covered under this policy, we'll, at our option, choose one of the following:

1. repair the loss to your house, or
2. pay you for the actual repair cost, as those costs are incurred by you, to repair the loss to your house, or

3. pay you in cash the estimated repair cost to repair the loss to your house.

Alternatively, you may elect to receive in cash the current replacement value of the repairs to your house.

After a partial loss to your house that is covered by this policy, your sum insured will reduce by the amount that it would take to repair that loss. We'll restore the full sum insured once the house has been fully repaired. Cover will not be restored if the house suffers a total loss.

### **Uneconomic repair**

If we decide it is uneconomic to repair the loss to your house that is covered under this policy, the following apply:

1. We'll, at our option, choose one of the following:
  - a. replace your house at the situation, or
  - b. pay you for the actual replacement cost, as those costs are incurred by you, to replace your house at the situation, or
  - c. pay you in cash the estimated replacement cost to replace your house at the situation.
2. If it is not legally or practically possible to replace your house at the situation, (including for example; because of local authority laws, or the circumstances surrounding the land) then we'll, at your option, either:
  - a. pay you for the actual replacement cost, as those costs are incurred by you, to replace your house at an alternative site in New Zealand, or
  - b. pay for you to buy another comparable house in New Zealand (excluding the value of the land) provided the cost is not greater than the estimated replacement cost of replacing your house at the situation.
3. If we choose to pay you for the actual replacement cost, as those costs are incurred by you, you may choose one of the following options instead:
  - a. you may be paid for the actual replacement cost, as those costs are incurred by you, to replace your house at another site in New Zealand (excluding demolition



- and removal of debris costs unless actually incurred).
- This is provided the cost is not more than the estimated replacement cost of replacing your house at the situation
- b. you may be paid for the actual cost of buying another comparable house in New Zealand, including necessary legal and associated costs (excluding the value of the land). This is provided the cost is not more than the estimated replacement cost of replacing your house at the situation (excluding demolition and removal of debris costs unless actually incurred)
  - c. you may receive a cash payment based on the current replacement value of your house, as assessed by us, excluding demolition and removal of debris costs unless we agree otherwise.
4. If you choose to sell your house and land without our prior agreement, your settlement options will be limited and you may choose from one of the following options instead:
- a. we'll pay you for the actual cost of buying another comparable house in New Zealand including necessary legal and associated costs (excluding the value of the land)
  - b. you may receive a cash payment based on the current replacement value of your house excluding demolition and removal of debris costs unless we agree otherwise.

**In all cases:**

1. We'll pay, where necessary:
  - a. the reasonable extra cost of complying with local authority laws and regulations when repairing or replacing the damaged parts of your house. This is provided those damaged parts complied with local authority laws and regulations at the time they were built or altered
  - b. the reasonable architects', engineers' and surveyors' fees necessary for the repair or replacement, provided they are authorised by us before they are incurred
  - c. the reasonable cost of demolition and the removal of debris including debris that directly caused the loss, and including the contents unless specifically excluded.

2. Where we've paid the demolition and removal of debris costs, we retain any salvaged property.
3. If you pay your premium by instalments and your house is uneconomic to repair, you must pay the rest of the annual premium before we settle your claim.
4. If we've been notified of a financial interest in your house, we're obliged to make any cash payment to the interested party (for example, a mortgagee) up to the amount of its interest. This payment counts towards meeting our obligations under this policy.
5. We'll use building materials and construction methods commonly used at the time of the repair or replacement.
6. We will not:
  - a. pay more than the sum insured shown on your certificate of insurance, unless the cover provided in the automatic benefit **Extended sum insured for fire on page 13** applies
  - b. pay any extra cost of repairing or replacing any part of your house caused by that part not having a legally required building consent when it was built, or that part being built contrary to the building consent issued
  - c. pay for repairing or replacing any part of your house that has not suffered loss
  - d. pay for any neighbouring property's share where you jointly own property such as retaining walls, fences, gates or driveways
  - e. pay the cost of repair or replacement beyond what is reasonable, practical or comparable with the original when built or renovated, other than the cover provided in the automatic benefit **Sustainability upgrade on page 19**
  - f. repair or replace your house exactly to its previous condition.

### Assignment

Where you've made a claim for the repair or replacement of your house, you must not transfer any of your rights, obligations, title, interests or benefits under this policy without our prior written consent. If you do not obtain our prior written consent, any transfer is invalid at law.



## Other important information

### You can cancel this policy

You can cancel this policy by notifying us either online or by email or phone. We'll refund the unused portion of your premium.

We may cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out under the sections:

1. *You have certain responsibilities on page 26*
2. *You have certain responsibilities at claim time on page 28*
3. *Making changes to this policy on page 35*

If we cancel your policy, we'll refund your unused premium.

### Free look period

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

### Making changes to this policy

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms or cancel this policy by giving you at least seven days' notice sent or emailed to your last known address on our records in any of the following circumstances:

1. to reflect any material changes to relevant law
2. to increase the level of existing cover, or add additional cover
3. if we're no longer able to secure reinsurance protection for perils covered by this policy

4. to allow for a material change in your (or your property's) risk profile
5. to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for us under current policy terms.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund your unused premium.

## **Other parties with a financial interest**

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the house.

## **This policy is under New Zealand law**

### **New Zealand has jurisdiction**

The laws of New Zealand apply to this policy. The Courts of New Zealand have exclusive jurisdiction in relation to legal proceedings about this policy.

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

### **New Zealand currency and taxes apply**

All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.

## **How we'll communicate with you**

We'll communicate with you to your last notified email address.

The email address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your email address.

## Talk to us if you have a concern

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then there'll be an issue that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information check out [info.trademeinsurance.co.nz/contact-us](https://info.trademeinsurance.co.nz/contact-us)



# Glossary

Please note words in the singular can be in the plural and vice versa.

## Accidental

Unintended and unexpected by you.

## Bodily injury

Accidental bodily injury to a person occurring during the period of insurance in New Zealand including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

## Certificate of insurance

The certificate of insurance first issued to you or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

## Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another by any method of transmission where the disease, substance or agent can:

1. cause or threaten damage to human health or human welfare
2. cause or threaten damage; deterioration; loss of value or marketability; or loss of use of property.

## Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, data storage device, networking equipment or back up facility.

## Contamination damage

Physical damage caused by methamphetamine that exceeds the contamination level.

**Contamination level**

Chemical contamination above the acceptable levels in the latest version of the New Zealand Standard NZS 8510 for remediation of methamphetamine contamination. This includes any amendments or standards passed in substitution of NZS 8510

**Current replacement value**

The market value of your house at the time of the loss less the value of the land it is situated on as a vacant site, or your sum insured, whichever is the lesser.

**Cyber-attack**

One or more unauthorised, malicious, or criminal acts regardless of time and place - involving access to, processing of, use of or operation of a computer system. A cyber-attack can be the threat or hoax of these acts.

**Cyber incident**

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system
2. any partial or total unavailability or failure to access, process, use or operate any computer system; it can be a single incident or a series of related incidents.

**Data**

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a computer system.

**EQCover**

Earthquake Commission Act 1993 or any amendment or replacement Act.

**Excess**

The amount of any claim that you must bear as shown on your certificate of insurance and/or in this policy wording.

### **Garden retaining walls**

A wall that is built for the sole function of retaining land and that is not essential for the building or positioning of your domestic buildings (because these are included in your house definition). It does not include any retaining walls that are incomplete or any retaining wall over 1.5 metres above ground that does not have any required local authority consent.

### **House**

As defined under *What your house policy does and does not cover* on page 9 of this policy.

### **Loss**

Sudden and accidental physical loss or sudden and accidental physical damage occurring during the period of insurance in New Zealand.

### **Methamphetamine**

The Class A controlled drug methamphetamine or Class B controlled drug amphetamine and any of their precursor chemicals and by-products, as defined by the Misuse of Drugs Act 1975 or any amendment or replacement Act.

### **Natural disaster damage**

Physical damage or destruction as a direct result of earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami. This includes damage or destruction occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of or to otherwise reduce the consequences of an earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami. It does not include any damage or destruction where compensation is payable under any Act of Parliament other than EQCover.

### **Natural landslip**

The movement of ground forming materials that, before movement, formed an integral part of the ground. Such materials might be one or more of natural rock, soil, or artificial fill. 'Movement' means any one or more of falling, sliding, or flowing. Movement of ground due to below-ground subsidence, soil



expansion, soil shrinkage, soil compaction or erosion is not a natural landslip.

### **Period of insurance**

The period shown on your certificate of insurance. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise cover begins at the time you purchased this insurance. Cover ends at 11:59pm on the last day shown on your certificate of insurance or at the effective time of cancellation.

### **Repair cost**

The reasonable cost to repair your house to a standard that is reasonably equivalent to its appearance, size, functionality and relative quality when new, but without necessarily reproducing it exactly.

### **Replacement cost**

The reasonable cost to replace your house to a standard that is reasonably equivalent to its appearance, size, functionality and relative quality when new, but without necessarily reproducing it exactly.

### **Situation**

The address that is shown on your certificate of insurance, named as the Situation.

### **Special features**

Any of the following that are permanently fixed or built in on the same site as your house:

1. solar power system
2. solar water heating system
3. swimming pool or spa pool including pumps and motors
4. tennis court (permanent material such as concrete, artificial grass or tar seal but not grass)
5. any other feature we've agreed to cover.

### **Sum insured**

The figure specified on your certificate of insurance and/or in this policy wording.

**Sustainable products**

Products that increase the efficiency of the house relating to energy or water use that are above the levels prescribed by the Building Code. They can also be materials that reduce environmental impacts.

**Uninhabitable**

A residence that no longer has a functional bathroom or kitchen or is unsafe or impractical to live in, as determined by us, or by government or local authorities.

**Unoccupied**

No-one stays in the house overnight.

**Unused premium**

Premium for the days you've paid for, but will not be insured (calculated as at the effective date of cancellation).

**We, us or our**

Tower Limited.

**You or your**

The person or persons or corporate body named on your certificate of insurance as the insured. Where you jointly own the house, the policy insures you jointly.