

Update to Vero CIS Personal Insurance policies

We regularly review our cover to meet our customers' needs in a changing environment. To protect our customers from new and emerging risks, we're updating our Home, Contents and Motor policies.

A full overview of these changes is below. For a summary of the main changes and a copy of the revised policy wording, see verocis.co.nz/policywordings

SECTION	CURRENT WORDING	NEW WORDING
MaxiPlan House		
What <i>you</i> are insured for	1. The maximum amount <i>we</i> will pay under this policy is:	The maximum amount <i>we</i> will pay under this policy is:
	a. the sum insured; plus	a. the <i>sum insured</i> ; plus
Limits on what <i>we</i> pay:	b. any GST <i>you</i> have paid or that is payable on the sum insured; plus	b. any GST <i>you</i> have paid or that is payable on the <i>sum insured</i> ; plus
	i. Benefit 2 – Landscaping	i. Benefit 2 – Landscaping
	ii. Benefit 9 – Property Owners Liability	ii. Benefit 9 – Property Owner's Liability
	iii. Benefit 10 – Forest and Rural Fires Act	iii. Benefit 10 – SumExtra.
	iv. Benefit 12 – SumExtra.	
Limits on what <i>we</i> pay:	New	<i>Our</i> liability to <i>you</i> under all legal liability benefits (Liability for <i>Damages</i> , Liability for <i>Reparation</i> and Forest and Rural Fires Act), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any <i>period of cover</i> . In addition <i>we</i> will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> consent where <i>your</i> legal liability is to pay <i>damages</i> , or costs under the F&RF Act. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i> .
Additional Benefits	Property owners' liability	Property Owner's Liability
We will also pay for:	<i>We</i> will pay <i>you</i> up to a maximum of \$2,000,000 (plus legal costs and expenses incurred with <i>our</i> consent), for <i>your</i> legal liability for <i>accidental</i> damage to property caused by negligence and arising out of any one event occurring in New Zealand. In order for this benefit to apply <i>your</i> liability in negligence must arise out of <i>your</i> ownership of the <i>home</i> .	If <i>you</i>, or a member of <i>your</i> household, have home, contents, motor, or boat insurance with <i>us</i>, <i>you</i> are only entitled to payment of any of the benefits below under one policy or section of a policy per event.
Property owner's liability – Benefit 9		A. Liability for <i>Damages</i> <i>We</i> will cover <i>you</i> for <i>your</i> legal liability to pay <i>damages</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else's property happening during the

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<p>Forest and Rural Fires Act – Benefit 10</p>	<p>But we will not pay for:</p> <ol style="list-style-type: none"> 1. liability for damage to property belonging to <i>you</i> or under <i>your</i> control; and 2. liability arising out of: <ol style="list-style-type: none"> 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 <i>you</i> would have been liable anyway), except liability normally agreed to by a Landlord under a tenancy or lease agreement. <p>We will not cover <i>you</i> for any punitive or exemplary damages awarded against <i>you</i>.</p> <p>If <i>you</i> have home, contents, motor or boat insurance with us, <i>you</i> can only claim this benefit under one policy.</p> <p>10. Forest and Rural Fires Act</p> <p>We will pay <i>you</i> up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with <i>our</i> consent) for all sums that <i>you</i> shall become legally liable to pay, arising from <i>your</i> ownership of <i>your</i> home, whether or not damage to property has occurred, in respect of:</p> <ol style="list-style-type: none"> 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. <p>But we will not pay for:</p> <ol style="list-style-type: none"> a. levies for expenditure under Sections 44 & 45 of the Forest and Rural Fires Act 1977; 	<p><i>period of cover</i> as a result of an event that occurs in New Zealand and arises out of <i>your</i> ownership of the <i>home</i>.</p> <p>B. Liability for <i>Reparation</i></p> <p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>reparation</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else's property happening during the <i>period of cover</i> as a result of an event that occurs in New Zealand and arises out of <i>your</i> ownership of the <i>home</i>, provided that:</p> <ol style="list-style-type: none"> a. <i>you</i> tell <i>us</i> immediately if <i>you</i> are charged with any offence in connection with <i>your</i> ownership of the <i>home</i> which resulted in <i>loss</i> to someone else's property or <i>bodily injury</i> to another person; and b. <i>you</i> obtain <i>our</i> written approval before any offer of <i>reparation</i> is made. <p>C. Forest and Rural Fires Act</p> <p>We will cover <i>you</i> for <i>your</i> legal liability under the Forest and Rural Fires Act 1977 (<i>F&RF Act</i>) arising out of <i>your</i> ownership of the <i>home</i> from an event that occurs in New Zealand during the <i>period of cover</i> to pay:</p> <ol style="list-style-type: none"> a. costs under section 43 of the <i>F&RF Act</i> incurred and apportioned by any Fire Authority; and b. costs and levies under sections 46 and 46A of the <i>F&RF Act</i>; and c. costs claimed by any other party in order to protect their property from fire. <p>However, <i>we</i> will not provide cover where <i>your</i> liability arises directly or indirectly from any fire <i>you</i> lit intentionally that did not comply with the <i>F&RF Act</i> or any other statutory or local body requirement governing the lighting of fires.</p> <p>But we will not pay under any of these benefits for:</p> <ol style="list-style-type: none"> a. legal liability for <i>loss</i> to property belonging to <i>you</i> or under <i>your</i> control; b. legal liability arising out of: <ol style="list-style-type: none"> i. any business, profession, or employment; ii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft or boat;

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	<p>b. fines or penalties;</p> <p>c. gross negligence or deliberate damage caused by <i>you</i>;</p> <p>d. fire intentionally lit by <i>you</i> 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.</p> <p>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 <i>our</i> combined indemnity for this benefit and the Property Owners' Liability Benefit exceed \$2,000,000 (plus legal costs and expenses incurred with <i>our</i> consent) for any one event.</p> <p>If <i>you</i> have home, contents or motor insurance with <i>us</i>, <i>you</i> can only claim this benefit under one policy.</p>	<p>iii. the ownership and/or possession of any animals other than domestic pets;</p> <p>iv. or assumed by agreement (unless <i>you</i> would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement;</p> <p>c. any punitive or exemplary damages awarded against <i>you</i>;</p> <p>d. legal liability where any exclusion in the section "Exclusions (what <i>you</i> are not insured for)" applies.</p> <p>Limits on what we will pay under Property Owner's Liability:</p> <p>In respect of any one event, we will pay:</p> <ul style="list-style-type: none"> i. for <i>loss</i> to someone else's property, up to \$2,000,000; ii. for <i>bodily injury</i>, up to \$1,000,000; and iii. for liability under the F&RF Act, up to \$1,000,000. <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i>, or costs and levies under the F&RF Act, we will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However we will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p>
<p>Additional Benefits</p> <p>We will also pay for:</p> <p>Methamphetamine Contamination</p>	<p>New</p>	<p>Methamphetamine contamination</p> <p>This benefit only applies if:</p> <ul style="list-style-type: none"> • <i>your home</i> is <i>tenanted</i>; and • <i>you</i> comply with the Landlord's Obligations set out in the "Policy Conditions" section of this policy. <p>We will pay for the testing, decontamination and repair of <i>your home</i> if it suffers <i>loss</i> as a result of use, consumption, storage or manufacture of methamphetamine or its precursor chemicals by <i>your tenants</i> or persons at the <i>home</i> with <i>your tenants'</i> permission. This benefit includes the costs reasonably incurred in searching for and identifying contamination, if testing confirms that the <i>home</i> is contaminated.</p> <p>Cover under this benefit will only apply where, at the time of the claim being made, the level of chemical contamination exceeds the guidelines</p>

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		<p>for acceptable indoor surface residues issued by the Ministry of Health in its Guidelines for the Remediation of Clandestine Methamphetamine Laboratory Sites. <i>We</i> will only pay for decontamination to the extent required to achieve the acceptable post-remediation re-occupancy levels for indoor surface residues outlined in the Guidelines.</p> <p><i>We</i> will pay, within the <i>sum insured</i>, the reasonable cost incurred by <i>you</i> in decontaminating the <i>home</i>. If a damaged portion of the <i>home</i> needs to be repaired or rebuilt in order to achieve the levels outlined in the Guidelines, <i>we</i> will pay the reasonable cost incurred in repairing or rebuilding the damaged portion to replacement condition.</p> <p><i>Our</i> liability under this benefit will be limited to \$30,000 for any one event.</p> <p><i>We</i> will never pay the cost associated with decontaminating or repairing land even if this is required to facilitate decontamination, repair or rebuilding of the <i>home</i> or to comply with government or local authority statutes, bylaws or regulations.</p> <p><i>We</i> will only provide cover under this benefit for <i>loss</i> caused by one event while the <i>home</i> was let to the same <i>tenants</i> or under the same <i>tenancy agreement</i>.</p>
<p>Optional Additional Benefit</p> <p>Landlord's Extension</p>	<p>Landlord's Extension</p> <p>If <i>you</i> have paid an additional <i>premium</i> for this Additional Benefit and it is shown on the <i>schedule</i> the following cover applies:</p> <p>A. Landlord's Furnishings</p> <p>If landlord's furnishings suffer <i>loss</i> covered by this policy, <i>we</i> will pay the <i>indemnity value</i> of these items.</p> <p>Landlord's furnishings, for the purposes of this Additional Benefit, means dishwasher, stove, washing machine, dryer, microwave, carpets, drapes, curtains, blinds, fixed light fittings.</p> <p><i>Our</i> liability for landlord's furnishings is limited to \$20,000 per dwelling unit or the amount shown on the <i>schedule</i>, whichever is higher, for any one event.</p>	<p>Landlord's Extension</p> <p>If <i>you</i> have paid an additional <i>premium</i> for this Optional Additional Benefit and it is shown on <i>your schedule</i> as being included, <i>we</i> will provide the cover set out below for each self-contained dwelling unit that <i>you</i> have told <i>us</i> about, provided that:</p> <ul style="list-style-type: none"> • each is occupied by a <i>tenant</i>, and is located at the situation address shown on <i>your schedule</i>; and • <i>you</i> comply with the Landlord's Obligations set out in the 'Policy Conditions' section of this policy. <p>Any payment made by <i>us</i> for any <i>loss</i> covered under the Landlord's Extension will be reduced by the amount of <i>rent</i> received by <i>you</i> in advance and/or any bond held by <i>you</i> or with Tenancy Services.</p>

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	<p>B. Loss of Rent</p> <p>If <i>we</i> agree <i>your home</i> cannot be lived in because of loss or damage covered by this policy <i>we</i> will also pay or reimburse <i>you</i> for loss of rent, as long as <i>your home</i> had been rented out, or <i>you</i> had signed a tenancy agreement to let <i>your home</i> prior to the loss or damage. <i>We</i> will pay:</p> <ol style="list-style-type: none"> a weekly amount equal to the average weekly rental <i>you</i> received for renting <i>your home</i> 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 any other costs incurred with <i>our</i> written consent. <p>The longest <i>we</i> will pay for is the period necessary to replace or repair <i>your home</i>. (If <i>you</i> don't want <i>your home</i> reinstated <i>we</i> will pay, at <i>our</i> option, up to 2 months lost rent).</p> <p>Payment is limited to \$40,000, or the amount shown in the <i>schedule</i> whichever is higher, for any one event.</p>	<p>A. Malicious damage or theft</p> <p><i>We</i> will cover <i>you</i> for:</p> <ol style="list-style-type: none"> malicious, intentional or deliberate damage to the <i>home</i>; or theft of any part of the <i>home</i> committed by the <i>tenant(s)</i> or persons at the <i>home</i> with <i>your tenants'</i> permission. <p><i>We</i> will pay:</p> <ul style="list-style-type: none"> the reasonable cost incurred in rebuilding or repairing the damaged portion of the <i>home</i> to a standard or specification no more extensive, nor better than its condition when new; or the <i>indemnity value</i> should <i>you</i> not rebuild or repair within a reasonable time. <p><i>Our</i> liability under this benefit will be limited to \$30,000 for any one event.</p> <p><i>We</i> will only provide cover under this benefit for <i>loss</i> caused by one event while the <i>home</i> was let to the same <i>tenants</i> or under the same <i>tenancy agreement</i>.</p> <p>B. Landlord's furnishings</p> <p>If <i>landlord's furnishings</i> suffer <i>loss</i>, <i>we</i> will pay the <i>indemnity value</i> of these items.</p> <p><i>Landlord's furnishings</i> are also covered under this benefit for <i>loss</i> within the terms of the "Malicious damage or theft" benefit.</p> <p><i>Our</i> liability for <i>landlord's furnishings</i> is limited to \$20,000 per dwelling unit or the amount shown on <i>your schedule</i>, whichever is higher, for any one event.</p> <p>C. Loss of rent due to loss covered by this policy</p> <p>If <i>your home</i> is <i>uninhabitable</i> because:</p> <ol style="list-style-type: none"> of <i>loss</i> covered by this policy, or which would be covered but for the operation of the Earthquake Commission Act 1993; or a government or local authority prevents access to the <i>home</i> due to possible or impending damage to an otherwise safe or sanitary <i>home</i> and this is initiated during the <i>period of cover</i>; <i>we</i> will pay or reimburse <i>you</i> for loss of <i>rent</i> from the date that the <i>home</i> becomes <i>uninhabitable</i>, provided that:

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		<ul style="list-style-type: none"> i. the <i>home</i> was occupied by a <i>tenant</i> at the time of <i>loss</i> or prevention of access; or ii. at the time of <i>loss</i> or prevention of access, <i>you</i> had a signed <i>tenancy agreement</i> for a new <i>tenant</i> to let the <i>home</i> for an ongoing period intended to be no less than 90 days. <p>We will pay an amount equal to the average weekly rental <i>you</i> received for renting out the <i>home</i> during the weeks it was occupied by <i>tenants</i> in the 12 months prior to the <i>loss</i>, or where a <i>tenancy agreement</i> was signed for a new <i>tenant</i> prior to the <i>loss</i>, the amount of the weekly rental in the agreement.</p> <p>Where <i>your</i> claim for <i>loss</i> to the <i>home</i> is covered entirely by the Earthquake Commission, we will still pay <i>your</i> loss of <i>rent</i> under this benefit.</p> <p>The maximum that we will pay for loss of <i>rent</i> is:</p> <ul style="list-style-type: none"> • for the period necessary to rebuild or repair the <i>home</i>, up to a maximum period of 12 months; or • where <i>you</i> don't want the <i>home</i> repaired or rebuilt, up to two months. • for the period of prevention of access to the <i>home</i>, up to a maximum period of 12 months. <p>Our liability for loss of <i>rent</i> will be subject to a maximum of \$40,000 per dwelling unit or the amount shown on <i>your schedule</i>, whichever is higher, for any one event.</p> <p>D. Loss of <i>rent</i> due to non-payment by <i>tenants</i></p> <p>We will pay or reimburse <i>you</i> for loss of <i>rent</i> due to non-payment by <i>your tenants</i>, in the following circumstances:</p> <ol style="list-style-type: none"> 1. Prevention of access: Where the <i>tenant</i> is lawfully entitled to vacate the <i>home</i> due to prevention of access to the <i>home</i> or failure of public utilities, we will pay up to a maximum of 8 weeks <i>rent</i>; or 2. Vacating without notice: Where the <i>tenants</i> vacate the <i>home</i> without giving the required notice, we will pay up to a maximum of 8 weeks <i>rent</i>; or 3. Eviction of <i>tenants</i>: Where <i>your tenants</i> are lawfully evicted from the <i>home</i> as a

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		<p>result of non-payment of <i>rent</i>, we will pay up to a maximum of 12 weeks <i>rent</i>; or</p> <p>4. Tenancy tribunal order: Where the Tenancy Tribunal makes an order for the <i>tenants</i> to leave the <i>home</i> and for the <i>tenancy</i> to end, we will pay up to 12 weeks <i>rent</i>, provided <i>you</i> or <i>your</i> property manager enforce the order within 5 working days of the order being issued.</p> <p>Loss of <i>rent</i> under this benefit is calculated from the date when unpaid <i>rent</i> first became due until the <i>home</i> is re-<i>tenanted</i> or the maximum period in the relevant circumstance above is reached.</p>
<p>Exclusions</p> <p>4.i. Loss or damage caused by:</p>	<p>i. burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by anybody renting, living or staying in <i>your home</i>;</p>	<p>i. burglary, theft, malicious, intentional or deliberate damage committed by anybody renting, living, or staying in the <i>home</i> (however where the <i>home</i> is <i>tenanted</i> we will cover any <i>loss</i> to the <i>home</i> from fire or explosion resulting from malicious, intentional or deliberate damage by <i>tenants</i>). If:</p> <ul style="list-style-type: none"> • the <i>home</i> is <i>tenanted</i>; and • it is shown on <i>your schedule</i> that <i>you</i> have purchased the Optional Additional Benefit 'Landlord extension' <p>this exclusion doesn't apply to the extent of the cover provided by the Optional Additional Benefit.</p>
<p>Exclusions</p> <p>4.j. Loss or damage caused by:</p>	<p>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.</p>	<p>j. subsidence, settling, ground heave, shrinkage, expansion, or erosion.</p>
<p>Exclusions</p> <p>7. Unoccupancy</p>	<p>Unoccupancy:</p> <p>a. Any loss or damage to the <i>home</i> if unoccupied (which means that no authorised person has slept there overnight), for more than 60 consecutive days unless <i>we</i> have been notified and have agreed in writing, or the <i>home</i> is occupied as a holiday <i>home</i> or weekend <i>home</i>.</p>	<p>Unoccupied Home</p> <p>This policy does not provide cover for any <i>loss</i>:</p> <p>a. to the <i>home</i> if <i>unoccupied</i>, unless <i>we</i> have been notified and have agreed in writing to maintain cover, and provided that:</p> <ol style="list-style-type: none"> i. the <i>home</i> and its lawns and gardens are kept in a tidy condition; and ii. all external doors and windows are kept locked; and

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	<p>b. Any loss or damage to the <i>home</i> while unattended if normally used as a holiday-<i>home</i> or weekend <i>home</i> unless:</p> <ul style="list-style-type: none"> i. the <i>home</i> 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 <i>home</i> is under regular supervision. <p>However, where <i>you</i> ordinarily occupy the <i>home</i>, but <i>your</i> travel or medical commitments mean that the <i>home</i> is <i>unoccupied</i> for a period exceeding 60 days, we agree to maintain cover under this policy for an additional period of 30 days, provided that the requirements in a.i. to a.iv. above are met.</p>	<ul style="list-style-type: none"> iii. all papers and mail are collected weekly; and iv. the <i>home</i> is under weekly supervision; <p>b. to the <i>home</i> while unattended, if normally used as a holiday <i>home</i> or weekend <i>home</i>, unless requirements a.i. to a.iv. above are complied with.</p> <p>However, where <i>you</i> ordinarily occupy the <i>home</i>, but <i>your</i> travel or medical commitments mean that the <i>home</i> is <i>unoccupied</i> for a period exceeding 60 days, we agree to maintain cover under this policy for an additional period of 30 days, provided that the requirements in a.i. to a.iv. above are met.</p>
<p>Exclusions</p> <p>8. The Accident Compensation Act 2001</p>	<p>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.</p>	<p>This policy does not provide cover for amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recoverable but for:</p> <ul style="list-style-type: none"> a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.
<p>Exclusions</p> <p>Intentional or reckless acts or criminal activity</p>	<p>New</p>	<p>Intentional or reckless acts or criminal activity</p> <p>This policy does not provide cover for any <i>loss</i>, damage, cost or liability arising from any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by <i>you</i> or any other person entitled to cover under this policy.</p>

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Exclusions Illegal Drug Contamination	New	<p>Illegal drug contamination</p> <p>This policy does not provide cover for any <i>loss</i> or liability arising from the manufacture, supply, storage, possession or use of any illegal drugs or substances including methamphetamine or any pre-cursor chemicals or materials used in any of these activities in or near <i>your home</i>. This exclusion doesn't apply:</p> <ul style="list-style-type: none"> a. where <i>you</i> normally reside in the <i>home</i> as <i>your</i> place of residence, including where <i>you</i> share the <i>home</i> with a <i>tenant</i>, and the <i>loss</i> is caused by unknown persons breaking into or entering <i>your home</i> without <i>your</i> permission when <i>your home</i> is unattended but is not <i>unoccupied</i>. In this case, <i>we</i> will extend the "Methamphetamine Contamination" benefit to cover the <i>loss</i> to the <i>home</i> and this exclusion doesn't apply to the extent of the cover provided for in that benefit. The limit of liability otherwise applicable to the "Methamphetamine Contamination" benefit will not apply in these circumstances and cover under the benefit will instead apply within the <i>sum insured</i>; or b. to the extent of the cover provided for in the "Methamphetamine Contamination" benefit where <i>your home</i> is <i>tenanted</i>; or c. to any <i>loss</i> to the <i>home</i> from fire or explosion, regardless of whether <i>your home</i> is occupied by <i>you</i> or <i>tenanted</i>.
Exclusions Natural Disaster Damage Deleted from Additional Benefits and added into exclusions	<p>Natural Disaster Insurance</p> <p>In the event of the <i>home</i> suffering damage caused by earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami, or fire resulting from any of these, <i>we</i> will pay:</p> <ul style="list-style-type: none"> 1. the difference between the cost of reinstatement and the amount received by <i>you</i> under the Earthquake Commission Act 1993 and its amendments provided that: <ul style="list-style-type: none"> a. the Earthquake Commission has accepted liability under the Act for the loss or damage; b. <i>we</i> shall not be liable for any excess imposed by the Act; and 	<p>Natural Disaster Damage</p> <p>This policy does not provide cover for <i>natural disaster</i>, except:</p> <ul style="list-style-type: none"> a. where there is <i>loss</i> to the <i>home</i>, and <ul style="list-style-type: none"> i. <i>your loss</i> to the <i>home</i> is covered under the Earthquake Commission Act 1993 (the EQC Act); and ii. the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for <i>your</i> claim; and iii. all amounts paid to <i>you</i> by the Earthquake Commission have been used by <i>you</i> to carry out repairs, or to rebuild the <i>home</i>, and/or to mitigate further <i>loss</i>;

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	<p>c. the total amount paid by <i>us</i> 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;</p> <p>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.</p> <p>The basis for settling claims and all other policy terms and conditions will apply.</p>	<p>b. where there is <i>loss</i> to:</p> <ul style="list-style-type: none"> i. permanently installed swimming or spa pools; or ii. drains, pipes, and cables; or iii. driveways, paths, patios, fences and walls (other than retaining walls, except where cover is provided by Benefit 13 – Retaining Walls); or iv. tennis courts that are not subject to insurance under the EQC Act. <p>Where there is <i>loss</i> caused by <i>natural disaster</i> for which <i>you</i> are covered under this policy, <i>our</i> liability will be limited to the amount that <i>we</i> would have paid under the policy if the cause of <i>loss</i> was other than <i>natural disaster</i>, less the amount that <i>you</i> have received from the Earthquake Commission, and less the additional excess of \$5,000 which applies for any payment under paragraph b. above.</p> <p>However, this policy will never provide cover for <i>loss</i> to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate <i>loss</i> to the home, even if such <i>loss</i> or costs are covered by the Earthquake Commission.</p>
<p>Policy conditions</p> <p>Claims 6.a.x.</p>	<p>New</p>	<p>not refund the bond to the <i>tenant</i> where <i>your home</i> is <i>tenanted</i> and the <i>tenant</i> is potentially legally liable for any <i>loss</i> for which <i>you</i> have lodged a claim under the policy and <i>you</i> are lawfully entitled to withhold some or all of the bond.</p>
<p>Policy conditions</p> <p>Claims 6.d</p>	<p><i>We</i> will be entitled, at <i>our</i> expense and in <i>your</i> 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.</p> <p>At <i>your</i> cost <i>you</i> must provide all reasonable assistance and cooperation.</p>	<p><i>We</i> will be entitled at <i>our</i> expense and in <i>your</i> 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 against <i>you</i> for <i>damages</i> or under the Forest and Rural Fires Act 1977. At <i>your</i> cost <i>you</i> must provide all reasonable assistance and co-operation.</p>
<p>Policy conditions</p> <p>Reparation</p>	<p>New</p>	<p>Reparation</p> <p>If any person is ordered to pay <i>reparation</i> to anyone <i>we</i> insure under this policy for <i>loss</i> to any property that <i>we</i> have or will pay a claim under this policy for, then <i>you</i> must tell <i>us</i>. Any payments received must first reimburse <i>our</i></p>

SECTION	CURRENT WORDING	NEW WORDING
		ascertain at this time whether the <i>tenants</i> are still living at the <i>home</i> .
Definitions	Updated and New	<p>Accident and accidental mean a sudden and unforeseen event, not intended or expected by <i>you</i>.</p> <p>Act means any Act of the New Zealand Parliament in force at the commencement of the <i>period of cover</i>, or which comes into force during the <i>period of cover</i>, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.</p> <p>Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.</p> <p>Damages means amounts payable in accordance with judgement against <i>you</i> and/or settlements negotiated by <i>us</i>, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, <i>reparation</i>, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.</p> <p>Landlord's furnishings means dishwashers, stoves, refrigerators, washing machines, dryers and built in microwaves not permanently wired into the <i>home</i>.</p> <p>Loss means <i>accidental</i> physical loss or physical damage. It does not mean prevention of use or loss of functionality or usefulness.</p> <p>Natural disaster means earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slowly moving natural landslip.</p> <p>Rent means the periodic payments due to <i>you</i> by the <i>tenant(s)</i> for use of the <i>home</i> as agreed under the current <i>tenancy agreement</i>.</p> <p>Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence. Reparation does not include:</p> <ol style="list-style-type: none"> a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or

SECTION	CURRENT WORDING	NEW WORDING
		<p>b. <i>damages</i>, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or</p> <p>c. <i>your</i> legal defence costs or expenses in relation to an offence.</p> <p>Sum insured means the sum insured shown on the <i>schedule</i>.</p> <p>Tenancy agreement means the written contract of tenancy between <i>you</i> and the <i>tenant(s)</i> over the <i>home</i>.</p> <p>Tenant or tenants means any person or persons (including the person's husband, wife, or partner, and the person's family) who are party to a <i>tenancy agreement</i> with <i>you</i>, for a period of no less than 90 days, having the right under such agreement to occupy the <i>home</i> in consideration of regular rental payments.</p> <p>Tenanted means that <i>your home</i> is occupied by <i>tenants</i> and <i>your home</i> is noted on <i>your schedule</i> as being tenanted.</p> <p>Unoccupied means that no authorised person has slept overnight in the <i>home</i> within the last 60 days.</p> <p>You or your means the insured person or persons named in the <i>schedule</i>, and their partner. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.</p>
BasicPlan House		
<p>Additional Benefits</p> <p>Property owner's liability – Benefit 4</p> <p>Forest & Rural Fires Act – Benefit 5</p>	<p>Property owners' liability</p> <p>We will pay <i>you</i> up to a maximum of \$2,000,000 (plus legal costs and expenses incurred with <i>our</i> consent), for <i>your</i> 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 <i>your</i> liability in negligence must arise out of <i>your</i> ownership of the <i>home</i>.</p> <p>But we will not pay for:</p>	<p>Property Owner's Liability</p> <p>If <i>you</i>, or a member of <i>your</i> household, have home, contents, motor, or boat insurance with <i>us</i>, <i>you</i> are only entitled to payment of any of the benefits below under one policy or section of a policy per event.</p> <p>A. Liability for Damages</p> <p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>damages</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else's property happening during the <i>period of cover</i> as a result of an event that occurs in New Zealand and arises out of <i>your</i> ownership of the <i>home</i>.</p>

SECTION	CURRENT WORDING	NEW WORDING
	<p>1. liability for damage to property belonging to <i>you</i> or under <i>your</i> control; an</p> <p>2. liability arising out of:</p> <p>a. any business, profession or employment; or</p> <p>b. the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft or watercraft; or</p> <p>c. liability assumed by agreement (unless <i>you</i> would have been liable anyway), except liability normally agreed to by a Landlord under a tenancy or lease agreement.</p> <p><i>We will not cover you for any punitive or exemplary damages awarded against you.</i></p> <p>If <i>you</i> have home, contents, motor or boat insurance with <i>us</i>, <i>you</i> can only claim this benefit under one policy.</p> <p>Forest and Rural Fires Act</p> <p><i>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:</i></p> <p>1. costs incurred and apportioned by any Fire Authority under the Forest and Rural Fires Act 1977, or any amendments or replacing Act;</p> <p>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;</p> <p>3. costs claimed by any other party in order to protect their property from fire.</p> <p>But we will not pay for:</p> <p>a. levies for expenditure under Sections 44 & 45 of the Forest and Rural Fires Act 1977;</p> <p>b. fines or penalties;</p>	<p>B. Liability for <i>Reparation</i></p> <p><i>We will cover you for your legal liability to pay reparation for accidental bodily injury or loss to someone else's property happening during the period of cover as a result of an event that occurs in New Zealand and arises out of your ownership of the home, provided that:</i></p> <p>a. <i>you</i> tell <i>us</i> immediately if <i>you</i> are charged with any offence in connection with <i>your</i> ownership of the <i>home</i> which resulted in <i>loss</i> to someone else's property or <i>bodily injury</i> to another person; and</p> <p>b. <i>you</i> obtain <i>our</i> written approval before any offer of <i>reparation</i> is made.</p> <p>C. Forest and Rural Fires Act</p> <p><i>We will cover you for your legal liability under the Forest and Rural Fires Act 1977 (F&RF Act) arising out of your ownership of the home from an event that occurs in New Zealand during the period of cover to pay:</i></p> <p>a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; and</p> <p>b. costs and levies under sections 46 and 46A of the F&RF Act; and</p> <p>c. costs claimed by any other party in order to protect their property from fire.</p> <p>However, <i>we</i> will not provide cover where <i>your</i> liability arises directly or indirectly from any fire <i>you</i> lit intentionally that did not comply with the F&RF Act or any other statutory or local body requirement governing the lighting of fires.</p> <p>But we will not pay under any of these benefits for:</p> <p>a. legal liability for <i>loss</i> to property belonging to <i>you</i> or under <i>your</i> control;</p> <p>b. legal liability arising out of:</p> <p>i. any business, profession, or employment;</p> <p>ii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft or boat;</p> <p>iii. the ownership and/or possession of any animals other than <i>domestic pets</i>;</p> <p>iv. or assumed by agreement (unless <i>you</i> would have been liable anyway),</p>

SECTION	CURRENT WORDING	NEW WORDING
	<p>c. gross negligence or deliberate damage caused by <i>you</i>;</p> <p>d. fire intentionally lit by <i>you</i> 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.</p> <p>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 <i>our</i> combined indemnity for this benefit and the Property Owners' Liability Benefit exceed \$2,000,000 (plus legal costs and expenses incurred with <i>our</i> consent) for any one event.</p> <p>If <i>you</i> have home, contents or motor insurance with <i>us</i>, <i>you</i> can only claim this benefit under one policy.</p>	<p>except liability normally agreed to by a landlord under a tenancy or lease agreement;</p> <p>c. any punitive or exemplary damages awarded against <i>you</i>;</p> <p>d. legal liability where any exclusion in the section "Exclusions (what <i>you</i> are not insured for)" applies.</p> <p>Limits on what we will pay under Property Owner's Liability:</p> <p>In respect of any one event, <i>we</i> will pay:</p> <ul style="list-style-type: none"> i. for <i>loss</i> to someone else's property, up to \$2,000,000; ii. for <i>bodily injury</i>, up to \$1,000,000; and iii. for liability under the F&RF Act, up to \$1,000,000. <p><i>Our</i> liability to <i>you</i> under all legal liability benefits (Liability for <i>Damages</i>, Liability for <i>Reparation</i> and Forest and Rural Fires Act), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total, plus legal defence costs and expenses where applicable during any <i>period of cover</i>.</p> <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i>, or costs and levies under the F&RF Act, <i>we</i> will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p>
<p>Exclusions</p> <p>Loss or damage caused by:</p> <p>4.i</p>	<p>burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by anybody renting, living or staying in <i>your home</i>;</p>	<p>burglary, theft, malicious, intentional or deliberate damage committed by anybody renting, living, or staying in the <i>home</i> (however where the <i>home</i> is <i>tenanted</i> <i>we</i> will cover any <i>loss</i> to the <i>home</i> from fire or explosion resulting from malicious, intentional or deliberate damage by <i>tenants</i>).</p>
<p>Exclusions:</p> <p>Loss or damage caused by:</p> <p>4.j</p>	<p>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.</p>	<p>subsidence, settling, ground heave, shrinkage, expansion, or erosion.</p>

SECTION	CURRENT WORDING	NEW WORDING
Exclusion	Unoccupancy:	Unoccupied Home
Unoccupancy	<p>a. Any loss or damage to the <i>home</i> if unoccupied (which means that no authorised person has slept there overnight), for more than 60 consecutive days unless <i>we</i> have been notified and have agreed in writing, or the <i>home</i> is occupied as a holiday <i>home</i> or weekend <i>home</i>.</p> <p>b. Any loss or damage to the <i>home</i> while unattended if normally used as a holiday-<i>home</i> or weekend <i>home</i> unless:</p> <ol style="list-style-type: none"> i. the <i>home</i> 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 <i>home</i> is under regular supervision. 	<p>This policy does not provide cover for any <i>loss</i>:</p> <ol style="list-style-type: none"> a. to the <i>home</i> if <i>unoccupied</i>, unless <i>we</i> have been notified and have agreed in writing to maintain cover, and provided that: <ol style="list-style-type: none"> i. the <i>home</i> and its lawns and gardens are kept in a tidy condition; and ii. all external doors and windows are kept locked; and iii. all papers and mail are collected weekly; and iv. the <i>home</i> is under weekly supervision; b. to the <i>home</i> while unattended, if normally used as a holiday <i>home</i> or weekend <i>home</i>, unless requirements a.i. to a.iv. above are complied with. <p>However, where <i>you</i> ordinarily occupy the <i>home</i>, but <i>your</i> travel or medical commitments mean that the <i>home</i> is <i>unoccupied</i> for a period exceeding 60 days, <i>we</i> agree to maintain cover under this policy for an additional period of 30 days, provided that the requirements in a.i. to a.iv. above are met.</p>
Exclusion	Natural Disaster Insurance	Natural Disaster Damage
Natural Disaster Damage	<p>In the event of the <i>home</i> suffering damage caused by earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami, or fire resulting from any of these, <i>we</i> will pay:</p>	<p>This policy does not provide cover for <i>natural disaster</i>, except:</p>
Deleted from Additional Benefits and added into exclusions	<ol style="list-style-type: none"> 1. the difference between the cost of reinstatement and the amount received by <i>you</i> under the Earthquake Commission Act 1993 and its amendments provided that: <ol style="list-style-type: none"> a. the Earthquake Commission has accepted liability under the Act for the loss or damage; b. <i>we</i> shall not be liable for any excess imposed by the Act; and c. the total amount paid by <i>us</i> with the addition of the amount recoverable from the Earthquake Commission shall not exceed the amount that would be paid under 	<ol style="list-style-type: none"> a. where there is <i>loss</i> to the <i>home</i>, and <ol style="list-style-type: none"> i. <i>your loss</i> to the <i>home</i> is covered under the Earthquake Commission Act 1993 (the EQC Act); and ii. the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for <i>your</i> claim; and iii. all amounts paid to <i>you</i> by the Earthquake Commission have been used by <i>you</i> to carry out repairs, or to rebuild the <i>home</i>, and/or to mitigate further <i>loss</i>; b. where there is <i>loss</i> to: <ol style="list-style-type: none"> i. permanently installed swimming or spa pools; or ii. drains, pipes, and cables; or

SECTION	CURRENT WORDING	NEW WORDING
	<p>the policy if the cause of loss was other than natural disaster;</p> <p>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 that will be limited to \$10,000) and tennis courts.</p> <p>The basis for settling claims and all other policy terms and conditions will apply.</p>	<p>iii. driveways, paths, patios, fences and walls; or</p> <p>iv. tennis courts that are not subject to insurance under the EQC Act.</p> <p>Where there is <i>loss</i> caused by <i>natural disaster</i> for which <i>you</i> are covered under this policy, <i>our</i> liability will be limited to the amount that <i>we</i> would have paid under the policy if the cause of <i>loss</i> was other than <i>natural disaster</i>, less the amount that <i>you</i> have received from the Earthquake Commission, and less the additional excess of \$5,000 which applies for any payment under paragraph b. above.</p> <p>However, this policy will never provide cover for <i>loss</i> to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate <i>loss</i> to the <i>home</i>, even if such <i>loss</i> or costs are covered by the Earthquake Commission.</p>
<p>Exclusion</p> <p>Accident Compensation Act 2001</p>	<p>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.</p>	<p>This policy does not provide cover for amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recoverable but for:</p> <ul style="list-style-type: none"> a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.
<p>Exclusion</p> <p>Intentional or reckless acts or criminal activity</p>	<p>New</p>	<p>Intentional or reckless acts or criminal activity</p> <p>This policy does not provide cover for any <i>loss</i>, damage, cost or liability arising from any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by <i>you</i> or any other person entitled to cover under this policy; or</p>
<p>Exclusion:</p>	<p>New</p>	<p>This policy does not provide cover for any <i>loss</i> or liability arising from the manufacture, supply, storage, possession or use of any illegal drugs or substances including methamphetamine or any</p>

SECTION	CURRENT WORDING	NEW WORDING
Illegal drug contamination		pre-cursor chemicals or materials used in any of these activities in or near <i>your home</i> (however we will cover any <i>loss</i> to the <i>home</i> from fire or explosion).
Policy conditions Claims 6.a.x.	New	not refund the bond to the <i>tenant</i> where <i>your home</i> is <i>tenanted</i> and the <i>tenant</i> is potentially legally liable for any <i>loss</i> for which <i>you</i> have lodged a claim under the policy and <i>you</i> are lawfully entitled to withhold some or all of the bond.
Policy conditions Claims 6.d	d. We will be entitled, at <i>our</i> expense and in <i>your</i> 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 <i>your</i> cost <i>you</i> must provide all reasonable assistance and cooperation.	d. We will be entitled, at <i>our</i> expense and in <i>your</i> 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 against <i>you</i> for <i>damages</i> or under the Forest and Rural Fires Act 1977. At <i>your</i> cost <i>you</i> must provide all reasonable assistance and cooperation.
Policy conditions Reparation	New	If any person is ordered to pay <i>reparation</i> to anyone we insure under this policy for <i>loss</i> to any property that we have or will pay a claim under this policy for, then <i>you</i> must tell us. Any payments received must first reimburse <i>our</i> claims payment up to the amount of any <i>reparation</i> received.
Definitions	Updated and New	<p>Accident and accidental mean a sudden and unforeseen event, not intended or expected by <i>you</i>.</p> <p>Act means any Act of the New Zealand Parliament in force at the commencement of the <i>period of cover</i>, or which comes into force during the <i>period of cover</i>, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.</p> <p>Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.</p> <p>Damages means amounts payable in accordance with judgement against <i>you</i> and/or settlements negotiated by <i>us</i>, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, <i>reparation</i>, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.</p>

SECTION	CURRENT WORDING	NEW WORDING
		<p>Landlord's furnishings means dishwashers, stoves, refrigerators, washing machines, dryers and built in microwaves not permanently wired into the <i>home</i>.</p> <p>Loss means <i>accidental</i> physical loss or physical damage. It does not mean prevention of use or loss of functionality or usefulness.</p> <p>Natural disaster means earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slowly moving natural landslip.</p> <p>Rent means the periodic payments due to <i>you</i> by the <i>tenant(s)</i> for use of the <i>home</i> as agreed under the current <i>tenancy agreement</i>.</p> <p>Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence. Reparation does not include:</p> <ul style="list-style-type: none"> d. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or e. <i>damages</i>, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or f. <i>your</i> legal defence costs or expenses in relation to an offence. <p>Sum insured means the sum insured shown on the <i>schedule</i>.</p> <p>Tenancy agreement means the written contract of tenancy between <i>you</i> and the <i>tenant(s)</i> over the <i>home</i>.</p> <p>Tenant or tenants means any person or persons (including the person's husband, wife, or partner, and the person's family) who are party to a <i>tenancy agreement</i> with <i>you</i>, for a period of no less than 90 days, having the right under such agreement to occupy the <i>home</i> in consideration of regular rental payments.</p> <p>Tenanted means that <i>your home</i> is occupied by <i>tenants</i> and <i>your home</i> is noted on <i>your schedule</i> as being tenanted.</p> <p>Unoccupied means that no authorised person has slept overnight in the <i>home</i> within the last 60 days.</p>

SECTION	CURRENT WORDING	NEW WORDING
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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 civil union partner as defined by the Civil Union Act 2004.

MaxiPlan Contents

Limits on what we will pay	New	<p><i>Our</i> liability to <i>you</i> under all legal liability benefits (Liability for <i>Damages</i>, Liability for <i>Reparation</i> and Forest and Rural Fires Act), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any <i>period of cover</i>. In addition <i>we</i> will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> consent where <i>your</i> legal liability is to pay <i>damages</i>, or costs under the F&RF Act. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p>
Additional Benefits	Occupier’s and Personal Liabilities	Occupier’s and Personal Liabilities
Occupiers and Personal Liabilities	<p><i>We</i> will cover <i>you</i> up to a maximum of \$2,000,000 (plus <i>your</i> legal costs and expenses incurred with <i>our</i> consent), for <i>your</i> legal liability arising out of an event that occurs in New Zealand and results in <i>accidental</i> physical damage during the <i>period of cover</i> to:</p> <ul style="list-style-type: none"> a. property not: <ul style="list-style-type: none"> i. belonging to <i>you</i>; or ii. in <i>your</i> custody and control; or b. the <i>home</i> when occupied by <i>you</i> as a <i>tenant</i>. <p>But <i>we</i> will not pay for liability arising from:</p> <ul style="list-style-type: none"> i. the ownership of the <i>home</i>, its land, or any other buildings or land; ii. any business, profession or employment; iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft, or boat; 	<p>If <i>you</i>, or a member of <i>your</i> household, have home, contents, motor, or boat insurance with <i>us</i>, <i>you</i> are only entitled to payment of any of the benefits below under one policy or section of a policy per event.</p> <p>A. Liability for <i>Damages</i></p> <p><i>We</i> will cover <i>you</i> for <i>your</i> legal liability to pay <i>damages</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else’s property happening during the <i>period of cover</i> as a result of an event that occurs in New Zealand.</p> <p>B. Liability for <i>Reparation</i></p> <p><i>We</i> will cover <i>you</i> for <i>your</i> legal liability to pay <i>reparation</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else’s property happening during the <i>period of cover</i> as a result of an event that occurs in New Zealand, provided that:</p> <ul style="list-style-type: none"> a. <i>you</i> tell <i>us</i> immediately if <i>you</i> are charged with any offence which resulted in <i>loss</i> to someone else’s property or <i>bodily injury</i> to another person; and b. <i>you</i> obtain <i>our</i> written approval before any offer of <i>reparation</i> is made.
Forest & Rural Fires Act 1977		

SECTION	CURRENT WORDING	NEW WORDING
	<ul style="list-style-type: none"> iv. the ownership or possession of any animals other than domestic pets; v. or assumed by agreement unless <i>you</i> would have been liable anyway. <p>We will not cover <i>you</i> for any punitive or exemplary damages, and/or any reparation orders, awarded against <i>you</i>.</p> <p>We will not cover <i>you</i> for any legal costs incurred by any other party that <i>you</i> may be ordered or agree to pay.</p> <p>We will extend this Benefit to include:</p> <ul style="list-style-type: none"> a. <i>your</i> children who are covered by Benefit 5 – Boarding School and Benefit 4 – Tertiary Accommodation; b. <i>your</i> involvement in paid part-time baby-sitting; c. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired; d. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a <i>market value</i> of more than \$3,000 is not covered by this policy; e. the non-competitive use of any scale-model, radio-controlled: <ul style="list-style-type: none"> i. aircraft; ii. watercraft; iii. motor vehicle. <p>If <i>you</i>, or a member of <i>your</i> household, have home, contents, motor, or boat insurance with <i>us</i>, <i>you</i> are only entitled to payment of this benefit under one policy or section of a policy per event.</p> <p>Forest and Rural Fires Act</p> <p>We will cover <i>you</i> for <i>your</i> liability under the Forest and Rural Fires Act 1977 (F&RF Act) arising from an event occurring during the <i>period of cover</i>.</p>	<p>C. Forest and Rural Fires Act</p> <p>We will cover <i>you</i> for <i>your</i> legal liability under the Forest and Rural Fires Act 1977 (F&RF Act) arising from an event that occurs in New Zealand during the <i>period of cover</i> to pay:</p> <ul style="list-style-type: none"> a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; b. costs and levies under sections 46 and 46A of the F&RF Act; and c. costs claimed by any other party in order to protect their property from fire. <p>However, <i>we</i> will not provide cover where <i>your</i> liability arises directly or indirectly from any fire <i>you</i> lit intentionally that did not comply with the F&RF Act or any other statutory or local body requirement governing the lighting of fires.</p> <p>D. Extended Liability</p> <p>Provided all the requirements are met, <i>we</i> will extend the “Liability for <i>Damages</i>”, “Liability for <i>Reparation</i>” and “Forest and Rural Fires Act” benefits to include:</p> <ul style="list-style-type: none"> a. <i>your</i> children who are covered by benefit 5 – Boarding School and benefit 4 – Tertiary Accommodation; b. <i>your</i> involvement in paid part-time baby-sitting; c. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired; d. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a <i>market value</i> of more than \$3,000 is not covered by this policy; e. the non-competitive use of any scale-model, radio-controlled: <ul style="list-style-type: none"> i. aircraft; ii. watercraft; iii. motor vehicle. <p>But <i>we</i> will not pay under any of these benefits for:</p> <ul style="list-style-type: none"> a. legal liability for <i>loss</i> to property belonging to <i>you</i> or in <i>your</i> custody and control, except

SECTION	CURRENT WORDING	NEW WORDING
	<p>We will pay up to \$1,000,000 (plus <i>your</i> legal costs and expenses incurred with <i>our</i> consent) for:</p> <ul style="list-style-type: none"> a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; and b. costs and levies under sections 46 and 46A of the F&RF Act; and c. costs claimed by any other party in order to protect their property from fire. <p>However, <i>we</i> will not provide cover where <i>your</i> liability arises directly or indirectly from any fire <i>you</i> lit intentionally that did not comply with the F&RF Act or any other statutory or local body requirement governing the lighting of fires.</p> <p><i>We</i> will not cover <i>you</i> for any punitive or exemplary damages and/ or any reparation orders awarded against <i>you</i>. <i>We</i> will not cover <i>you</i> for any legal costs incurred by any other party that <i>you</i> may be ordered or agree to pay.</p> <p>If <i>you</i>, or a member of <i>your</i> household, have home, contents, motor, or boat insurance with <i>us</i>, <i>you</i> are only entitled to payment of this benefit under one policy or section of a policy per event.</p>	<p>for the <i>home</i> when occupied by <i>you</i> as a <i>tenant</i>;</p> <ul style="list-style-type: none"> b. legal liability arising out of: <ul style="list-style-type: none"> i. <i>your</i> ownership of the <i>home</i>, its land, or any other buildings or land; ii. any business, profession or employment; iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft, or boat; iv. the ownership or possession of any animals other than domestic pets; v. or assumed by agreement (unless <i>you</i> would have been liable anyway); c. any punitive or exemplary damages awarded against <i>you</i>; d. legal liability where any exclusion in the section “Exclusions (what <i>you</i> are not insured for)” applies. <p>Limits on what <i>we</i> will pay under Occupier’s and Personal Liabilities:</p> <p>In respect of any one event, <i>we</i> will pay:</p> <ul style="list-style-type: none"> i. for <i>loss</i> to someone else’s property, up to \$2,000,000; ii. for <i>bodily injury</i>, up to \$1,000,000; and iii. for liability under the F&RF Act, up to \$1,000,000. <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i>, or costs and levies under the F&RF Act, <i>we</i> will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p>
<p>Exclusions Loss caused by:</p>	<p>burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by anybody renting, living or staying in <i>your home</i>;</p>	<p>i. burglary, theft, malicious, intentional, or deliberate damage committed anybody renting, living, or staying in the <i>home</i> (however, where the <i>home</i> is tenanted, <i>we</i> will cover any <i>loss</i> to the <i>contents</i> from fire or explosion resulting from malicious, intentional or deliberate damage by <i>tenants</i>);</p>
<p>Exclusions:</p>	<p>earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these (except</p>	<p>subsidence, settling, ground heave, shrinkage, expansion, or erosion;</p>

SECTION	CURRENT WORDING	NEW WORDING
Loss caused by:	where cover is provided by the natural disaster insurance additional benefit), subsidence, settling, ground heave, shrinkage or erosion;	
Exclusion Accident Compensation Act 2001	<p>The Accident Compensation Act 2001</p> <p>This policy does not provide cover for amounts that are recoverable under the provisions of the Accident Compensation Act 2001.</p>	<p>The Accident Compensation Act 2001</p> <p>This policy does not provide cover for amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recoverable but for:</p> <ol style="list-style-type: none"> a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.
Exclusion Intentional or Reckless acts or criminal activity	New	<p>Intentional or reckless acts or criminal activity</p> <p>This policy does not provide cover for any loss, damage, cost or liability arising from any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by <i>you</i> or any other person entitled to cover under this policy</p>
Exclusion Natural Disaster Damage Deleted from Additional Benefits and added into exclusions	<p>Natural Disaster Insurance</p> <p>We will pay for loss or damage to <i>your contents</i>, but limited to the additional natural disaster sum insured shown in the <i>schedule</i>, caused by:</p> <ul style="list-style-type: none"> • earthquake, • natural landslip, • volcanic eruption, • hydrothermal activity, • tsunami, • or fire resulting from any of these. <p>We will pay:</p> <ol style="list-style-type: none"> 1. the difference between the cost of reinstatement and the amount received by <i>you</i> under the Earthquake 	<p>Natural Disaster Damage</p> <p>This policy does not provide cover for <i>natural disaster</i>, except:</p> <ol style="list-style-type: none"> a. where there is <i>loss</i> to the <i>contents</i>, and <ol style="list-style-type: none"> i. the <i>loss</i> to the <i>contents</i> is covered under the Earthquake Commission Act 1993 (the EQC Act); and ii. the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for <i>your</i> claim. b. where there is <i>loss</i> to <i>contents</i> that are not subject to insurance under the EQC Act. <p>Where there is <i>loss</i> caused by <i>natural disaster</i> for which <i>you</i> are covered under this policy, <i>our</i> liability will be limited to the amount that <i>we</i> would have paid under the policy if the cause of</p>

SECTION	CURRENT WORDING	NEW WORDING
	<p>Commission Act 1993 and its amendments provided that:</p> <ol style="list-style-type: none"> a. the Earthquake Commission has accepted liability under the Earthquake Commission Act 1993 for the loss or damage; b. <i>we</i> shall not be liable for any excess imposed by the Earthquake Commission Act 1993; and c. the total amount paid by <i>us</i> 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. <p>2. for loss or damage to <i>your contents</i>, which are not covered by the Earthquake Commission Act 1993; and</p> <p>3. for alternative accommodation, limited to \$5,000, providing the total physical damage claim is recoverable from the Earthquake Commission and no claim has been made under this policy.</p> <p>In the event that a physical damage claim is admitted under this policy the limit referred to under additional benefits will apply.</p> <p>The basis for settling claims and all other policy terms and conditions will apply.</p>	<p><i>loss</i> was other than <i>natural disaster</i>, less the amount that <i>you</i> have received from the Earthquake Commission.</p> <p>However, this policy will never provide cover for <i>loss</i> to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate <i>loss</i> to the <i>contents</i>, even if such <i>loss</i> or costs are covered by the Earthquake Commission.</p>
Policy conditions Claims 6.d	<p>d. <i>We</i> will be entitled, at <i>our</i> expense and in <i>your</i> 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 <i>your</i> cost <i>you</i> must provide all reasonable assistance and cooperation.</p>	<p>d. <i>We</i> will be entitled, at <i>our</i> expense and in <i>your</i> 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 against <i>you</i> for <i>damages</i> or under the Forest and Rural Fires Act 1977. At <i>your</i> cost <i>you</i> must provide all reasonable assistance and cooperation.</p>
Policy condition Reparation	<p>New</p>	<p>Reparation</p> <p>If any person is ordered to pay <i>reparation</i> to anyone <i>we</i> insure under this policy for <i>loss</i> to any property that <i>we</i> have or will pay a claim under this policy for, then <i>you</i> must tell <i>us</i>. Any payments received must first reimburse <i>our</i></p>

SECTION	CURRENT WORDING	NEW WORDING
Definitions		<p>claims payment up to the amount of any <i>reparation</i> received.</p> <p>Accident, accidental, and accidentally mean a sudden and unforeseen event, not intended or expected by <i>you</i>.</p> <p>Act means any Act of the New Zealand Parliament in force at the commencement of the <i>period of cover</i>, or which comes into force during the <i>period of cover</i>, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.</p> <p>Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.</p> <p>Damages means amounts payable in accordance with judgement against <i>you</i> and/or settlements negotiated by <i>us</i>, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, <i>reparation</i>, or any other form of criminal sanction, nonpecuniary relief, taxes, or any payment deemed to be unlawful to insure against.</p> <p>Loss means <i>accidental</i> physical loss or physical damage. It does not mean prevention of use or loss of functionality or usefulness.</p> <p>Natural disaster means earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slowly moving natural landslip.</p> <p>Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence. Reparation does not include:</p> <ol style="list-style-type: none"> a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or b. <i>damages</i>, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or c. <i>your</i> legal defence costs or expenses in relation to an offence. <p>Sum insured means the sum insured shown on the <i>schedule</i>.</p>

SECTION	CURRENT WORDING	NEW WORDING
		<p>Tenant or tenants means any person or persons (including the person's husband, wife, or partner, and the person's family) who are party to a tenancy agreement with <i>you</i>, for a period of no less than 90 days, having the right under such agreement to occupy the <i>home</i> in consideration of regular rental payments.</p> <p>You or Your means the insured person or persons named on the <i>schedule</i> and their partner, their parents and/or their children (including dependent children within their care) only, permanently residing at the <i>home</i> with <i>you</i>, and not being otherwise insured.</p> <p>Partner is a marriage partner or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.</p>

BasicPlan Contents

Limits on what we will pay	New	<p>e. <i>our</i> liability to <i>you</i> under all legal liability benefits (Liability for <i>Damages</i>, Liability for <i>Reparation</i> and Forest and Rural Fires Act), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any <i>period of cover</i>. In addition we will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> consent where <i>your</i> legal liability is to pay <i>damages</i>, or costs under the F&RF Act. However we will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p>
Additional Benefits	Occupier's and Personal Liabilities	Occupier's and Personal Liabilities
Occupiers and Personal Liabilities	<p>We will cover <i>you</i> up to a maximum of \$2,000,000 (plus <i>your</i> legal costs and expenses incurred with <i>our</i> consent), for <i>your</i> legal liability arising out of an event that occurs in New Zealand and results in <i>accidental</i> physical damage during the <i>period of cover</i> to:</p> <ul style="list-style-type: none"> a. property not: <ul style="list-style-type: none"> i. belonging to <i>you</i>; or ii. in <i>your</i> custody and control; or b. the <i>home</i> when occupied by <i>you</i> as a <i>tenant</i>. <p>But we will not pay for liability arising from:</p>	<p>If <i>you</i>, or a member of <i>your</i> household, have home, contents, motor, or boat insurance with <i>us</i>, <i>you</i> are only entitled to payment of any of the benefits below under one policy or section of a policy per event.</p> <p>A. Liability for <i>Damages</i></p> <p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>damages</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else's property happening during the <i>period of cover</i> as a result of an event that occurs in New Zealand.</p> <p>B. Liability for <i>Reparation</i></p> <p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>reparation</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else's property happening during the</p>
Forest & Rural Fires Act 1977		

SECTION	CURRENT WORDING	NEW WORDING
	<ul style="list-style-type: none"> i. the ownership of the <i>home</i>, its land, or any other buildings or land; ii. any business, profession or employment; iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft, or boat; iv. the ownership or possession of any animals other than domestic pets; v. or assumed by agreement unless <i>you</i> would have been liable anyway. <p><i>We will not cover you for any punitive or exemplary damages, and/or any reparation orders, awarded against you.</i></p> <p><i>We will not cover you for any legal costs incurred by any other party that you may be ordered or agree to pay.</i></p> <p><i>We will extend this Benefit to include:</i></p> <ul style="list-style-type: none"> a. <i>your</i> involvement in paid part-time baby-sitting; b. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired; c. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a <i>market value</i> of more than \$3,000 is not covered by this policy; d. the non-competitive use of any scale-model, radio-controlled: <ul style="list-style-type: none"> i. aircraft; ii. watercraft; iii. motor vehicle. 	<p><i>period of cover</i> as a result of an event that occurs in New Zealand, provided that:</p> <ul style="list-style-type: none"> a. <i>you</i> tell <i>us</i> immediately if <i>you</i> are charged with any offence which resulted in <i>loss</i> to someone else's property or <i>bodily injury</i> to another person; and b. <i>you</i> obtain <i>our</i> written approval before any offer of <i>reparation</i> is made. <p>C. Forest and Rural Fires Act</p> <p><i>We will cover you for your legal liability under the Forest and Rural Fires Act 1977 (F&RF Act) arising from an event that occurs in New Zealand during the period of cover to pay:</i></p> <ul style="list-style-type: none"> a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; b. costs and levies under sections 46 and 46A of the F&RF Act; and c. costs claimed by any other party in order to protect their property from fire. <p>However, <i>we</i> will not provide cover where <i>your</i> liability arises directly or indirectly from any fire <i>you</i> lit intentionally that did not comply with the F&RF Act or any other statutory or local body requirement governing the lighting of fires.</p> <p>D. Extended Liability</p> <p>Provided all the requirements are met, <i>we</i> will extend the "Liability for <i>Damages</i>", "Liability for <i>Reparation</i>" and "Forest and Rural Fires Act" benefits to include:</p> <ul style="list-style-type: none"> a. <i>your</i> involvement in paid part-time baby-sitting; b. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired; c. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a <i>market value</i> of more than \$3,000 is not covered by this policy; d. the non-competitive use of any scale-model, radio-controlled: <ul style="list-style-type: none"> i. aircraft; ii. watercraft;
	<p>If <i>you</i>, or a member of <i>your</i> household, have home, contents, motor, or boat insurance with <i>us</i>, <i>you</i> are only entitled to payment of this benefit under one policy or section of a policy per event.</p>	

SECTION	CURRENT WORDING	NEW WORDING
	<p>Forest and Rural Fires Act</p> <p><i>We will cover you for your liability under the Forest and Rural Fires Act 1977 (F&RF Act) arising from an event occurring during the period of cover.</i></p> <p><i>We will pay up to \$1,000,000 (plus your legal costs and expenses incurred with our consent) for:</i></p> <ul style="list-style-type: none"> a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; and b. costs and levies under sections 46 and 46A of the F&RF Act; and c. costs claimed by any other party in order to protect their property from fire. <p><i>However, we will not provide cover where your liability arises directly or indirectly from any fire you lit intentionally that did not comply with the F&RF Act or any other statutory or local body requirement governing the lighting of fires.</i></p> <p><i>We will not cover you for any punitive or exemplary damages and/ or any reparation orders awarded against you. We will not cover you for any legal costs incurred by any other party that you may be ordered or agree to pay.</i></p> <p>If you, or a member of your household, have home, contents, motor, or boat insurance with us, you are only entitled to payment of this benefit under one policy or section of a policy per event.</p>	<ul style="list-style-type: none"> iii. motor vehicle. <p>But we will not pay under any of these benefits for:</p> <ul style="list-style-type: none"> a. legal liability for <i>loss</i> to property belonging to <i>you</i> or in <i>your</i> custody and control, except for the <i>home</i> when occupied by <i>you</i> as a <i>tenant</i>; b. legal liability arising out of: <ul style="list-style-type: none"> i. <i>your</i> ownership of the <i>home</i>, its land, or any other buildings or land; ii. any business, profession or employment; iii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft, or boat; iv. the ownership or possession of any animals other than domestic pets; v. or assumed by agreement (unless <i>you</i> would have been liable anyway); c. any punitive or exemplary damages awarded against <i>you</i>; d. legal liability where any exclusion in the section “Exclusions (what <i>you</i> are not insured for)” applies. <p>Limits on what we will pay under Occupier’s and Personal Liabilities:</p> <p>In respect of any one event, <i>we</i> will pay:</p> <ul style="list-style-type: none"> i. for <i>loss</i> to someone else’s property, up to \$2,000,000; ii. for <i>bodily injury</i>, up to \$1,000,000; and iii. for liability under the F&RF Act, up to \$1,000,000. <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i>, or costs and levies under the F&RF Act, <i>we</i> will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p>
<p>Exclusions</p> <p>Loss caused by:</p>	<ul style="list-style-type: none"> i. burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by anybody renting, living or staying in <i>your home</i>; 	<ul style="list-style-type: none"> i. burglary, theft, malicious, intentional, or deliberate damage committed by anybody renting, living, or staying in the <i>home</i> (however, where the <i>home</i> is tenanted, <i>we</i> will cover any <i>loss</i> to

SECTION	CURRENT WORDING	NEW WORDING
		the contents from fire or explosion resulting from malicious, intentional or deliberate damage by <i>tenants</i>);
Exclusions:	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, expansion, or erosion;
Loss caused by:	subsidence, settling, ground heave, shrinkage or erosion;	
Exclusion	The Accident Compensation Act 2001	The Accident Compensation Act 2001
Accident Compensation Act 2001	This policy does not provide cover for amounts that are recoverable under the provisions of the Accident Compensation Act 2001.	This policy does not provide cover for amounts that are recoverable (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001, or which would be recoverable but for: <ul style="list-style-type: none"> a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the <i>Act</i>, or to claim any amount he or she would be entitled to under the <i>Act</i> for any other reason whatsoever; or b. the Accident Compensation Corporation's decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever.
Exclusion	New	Intentional or reckless acts or criminal activity
Intentional or Reckless acts or criminal activity		This policy does not provide cover for any <i>loss</i> , damage, cost or liability arising from any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by <i>you</i> or any other person entitled to cover under this policy; or
Exclusion	Natural Disaster Insurance	Natural Disaster Damage
Natural Disaster Damage	We will pay for loss or damage to <i>your contents</i> , but limited to the additional natural disaster sum insured shown in the <i>schedule</i> , caused by: <ul style="list-style-type: none"> • earthquake; • natural landslip; 	This policy does not provide cover for <i>natural disaster</i> , except: <ul style="list-style-type: none"> a. where there is <i>loss</i> to the <i>contents</i>, and <ul style="list-style-type: none"> i. the <i>loss</i> to the <i>contents</i> is covered under the Earthquake Commission Act 1993 (the EQC Act); and
Deleted from Additional Benefits		

SECTION	CURRENT WORDING	NEW WORDING
<p>and added into exclusions</p>	<ul style="list-style-type: none"> • volcanic eruption; • hydrothermal activity; • tsunami; • or fire resulting from any of these. <p>We will pay:</p> <ol style="list-style-type: none"> 1. the difference between the cost of reinstatement and the amount received by <i>you</i> under the Earthquake Commission Act 1993 and its amendments provided that: <ol style="list-style-type: none"> a. the Earthquake Commission has accepted liability under the Earthquake Commission Act 1993 for the loss or damage; b. <i>we</i> shall not be liable for any excess imposed by the Earthquake Commission Act 1993; and c. the total amount paid by <i>us</i> 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 <i>your contents</i>, which are not covered by the Earthquake Commission Act 1993; and 3. for alternative accommodation, limited to \$5,000, providing the total physical damage claim is recoverable from the Earthquake Commission and no claim has been made under this policy. <p>In the event that a physical damage claim is admitted under this policy the limit referred to under additional benefits will apply.</p> <p>The basis for settling claims and all other policy terms and conditions will apply.</p>	<ol style="list-style-type: none"> ii. the Earthquake Commission has accepted liability and has paid the maximum amount that it is liable for under the EQC Act for <i>your</i> claim; and b. where there is <i>loss</i> to <i>contents</i> that are not subject to insurance under the EQC Act. <p>Where there is <i>loss</i> caused by <i>natural disaster</i> for which <i>you</i> are covered under this policy, <i>our</i> liability will be limited to the amount that <i>we</i> would have paid under the policy if the cause of <i>loss</i> was other than <i>natural disaster</i>, less the amount that <i>you</i> have received from the Earthquake Commission.</p> <p>However, this policy will never provide cover for <i>loss</i> to land, or for costs associated with stabilising land, or erecting or upgrading improvements to land, which are required to avert or mitigate <i>loss</i> to the <i>contents</i>, even if such <i>loss</i> or costs are covered by the Earthquake Commission.</p>
<p>Policy conditions Claims 6.d</p>	<p>d. <i>We</i> will be entitled, at <i>our</i> expense and in <i>your</i> 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 <i>your</i> cost <i>you</i> must</p>	<p>d. <i>We</i> 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 against you for damages or under the Forest and Rural Fires Act 1977. At your cost you must</p>

SECTION	CURRENT WORDING	NEW WORDING
	provide all reasonable assistance and cooperation.	provide all reasonable assistance and cooperation.
Policy condition	New	Reparation
Reparation		If any person is ordered to pay <i>reparation</i> to anyone <i>we</i> insure under this policy for <i>loss</i> to any property that <i>we</i> have or will pay a claim under this policy for, then <i>you</i> must tell <i>us</i> . Any payments received must first reimburse <i>our</i> claims payment up to the amount of any <i>reparation</i> received.
Definitions	Updated and new	<p>Accidental and accidentally means a sudden event that happens by chance, not being intentional or expected.</p> <p>Act means any Act of the New Zealand Parliament in force at the commencement of the <i>period of cover</i>, or which comes into force during the <i>period of cover</i>, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.</p> <p>Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.</p> <p>Damages means amounts payable in accordance with judgement against <i>you</i> and/or settlements negotiated by <i>us</i>, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, <i>reparation</i>, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.</p> <p>Loss means <i>accidental</i> physical loss or physical damage. It does not mean prevention of use or loss of functionality or usefulness.</p> <p>Natural disaster means earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these. It does not include any gradual or slowly moving natural landslip.</p> <p>Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 to be paid to the victim of an offence. Reparation does not include:</p> <ol style="list-style-type: none"> a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or

SECTION	CURRENT WORDING	NEW WORDING
		<p>b. <i>damages</i>, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or</p> <p>c. <i>your</i> legal defence costs or expenses in relation to an offence.</p> <p>Sum insured means the sum insured shown on the <i>schedule</i>.</p> <p>Tenant or tenants means any person or persons (including the person's husband, wife, or partner, and the person's family) who are party to a tenancy agreement with <i>you</i>, for a period of no less than 90 days, having the right under such agreement to occupy the <i>home</i> in consideration of regular rental payments.</p> <p>You or Your means the insured person or persons named on the <i>schedule</i> and their partner, their parents and/or their children (including dependent children within their care) only, permanently residing at the <i>home</i> with <i>you</i>, and not being otherwise insured.</p> <p>Partner is a marriage partner or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004</p>

MotorPlan & Vintage Motor

	Legal Liability	Legal Liability
Additional benefits – We will also pay for	We will pay for <i>your</i> legal liability for damage to property arising from <i>accidents</i> caused by <i>your vehicle</i> . We will pay up to \$20,000,000 (plus legal costs and expenses incurred with <i>our</i> consent) in respect of any one <i>accident</i> or number of <i>accidents</i> arising out of one event.	If you have home, contents, or motor insurance with us, you can only claim any of the benefits below under one policy.
Legal Liability	We will extend this benefit to provide the same cover:	A. Liability for Damages
Forest & Rural Fires Act	<ol style="list-style-type: none"> to any person who is driving <i>your vehicle</i> with <i>your</i> consent and who is not otherwise excluded from the policy cover; for <i>accidents</i> caused by any other motor car being driven by <i>you</i> in person, provided it does not belong to <i>you</i> and is not hired to <i>you</i> under a hire purchase or lease arrangement. No cover is provided for damage to the 	<p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>damages</i> for <i>accidental bodily injury</i> or damage to someone else's property during the <i>period of cover</i> arising from an <i>accident in New Zealand</i> involving <i>your vehicle</i>.</p> <p>B. Liability for Reparation</p> <p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>reparation</i> for <i>accidental bodily injury</i> or damage to someone else's property during the <i>period of cover</i> arising from an <i>accident in New Zealand</i> involving <i>your vehicle</i>, provided that:</p> <ol style="list-style-type: none"> <i>you</i> tell <i>us</i> immediately if <i>you</i> or any other person entitled to cover under the policy is charged with any offence in connection with

SECTION	CURRENT WORDING	NEW WORDING
	<p>car being driven. This extension does not apply where <i>your vehicle</i> is a motorcycle, trailer or caravan;</p> <p>3. to <i>your employer</i> while <i>your vehicle</i> is being driven with <i>your permission</i> on <i>your employer's business</i>; and</p> <p>4. for damage caused by any trailer or caravan whilst attached to <i>your vehicle</i>.</p>	<p>the use of the <i>vehicle</i> which resulted in <i>bodily injury</i> to another person or damage to someone else's property; and</p> <p>b. <i>you</i> obtain <i>our</i> written approval before any offer of <i>reparation</i> is made.</p>
	<p>But <i>we</i> will not pay:</p> <p>a. for damage to property (including motor vehicles) in <i>your</i> or the driver's custody or control. However damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered;</p> <p>b. if <i>you</i> or any person or organisation to whom this section applies is entitled to indemnity under any other policy or fails to comply with the terms and conditions of this policy;</p> <p>c. for any exemplary or punitive damages.</p>	<p>C. Forest and Rural Fires Act</p> <p><i>We</i> will cover <i>you</i> for <i>your</i> legal liability under the Forest and Rural Fires Act 1977 (F&RF Act), or any amendments or replacing Act to pay:</p> <p>a. costs incurred and apportioned by the Fire Authority;</p> <p>b. costs claimed by any other party in order to protect their property from fire;</p>
	<p>If <i>you</i> have home, contents, motor or boat insurance with <i>us</i>, <i>you</i> can only claim this benefit under one policy.</p>	<p>arising from an <i>accident</i> involving <i>your vehicle</i> in <i>New Zealand</i> during the <i>period of cover</i>.</p> <p>But <i>we</i> will not pay for any:</p> <p>i. levies for expenditure under Sections 44, 45, 46 & 46A of the F&RF Act;</p> <p>ii. fines or penalties;</p> <p>iii. gross negligence or deliberate damage caused by <i>you</i>;</p> <p>iv. fire intentionally lit by <i>you</i> that does not comply with the F&RF Act and its amendments or any other statutory or local body requirement governing the lighting of fires.</p>
	<p>Forest and Rural Fires Act</p> <p><i>We</i> will pay <i>you</i> up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with <i>our</i> consent) for all sums that <i>you</i> shall become legally liable to pay, arising from <i>your</i> ownership of the <i>vehicle</i> insured under this policy, whether or not damage to property has occurred, in respect of:</p> <p>a. costs incurred and apportioned by the Fire Authority under the Forest and Rural Fires Act 1977, or any amendments or replacing Act;</p> <p>b. costs claimed by any other party in order to protect their property from fire.</p>	<p>D. Extended Liability</p> <p>Provided all the requirements for cover are met, <i>we</i> will extend the "Liability for <i>Damages</i>", "Liability for <i>Reparation</i>" and "Forest and Rural Fires Act" benefits:</p> <p>a) to any person who is driving <i>your vehicle</i> with <i>your</i> consent and who is not otherwise excluded from the policy cover;</p> <p>b) for <i>accidents</i> caused by any other motor car being driven by <i>you</i> in person, provided it does not belong to <i>you</i> and is not hired to <i>you</i> under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven. This extension does not apply where <i>your vehicle</i> is a motorcycle, trailer or caravan;</p> <p>c) to <i>your employer</i> while <i>your vehicle</i> is being driven with <i>your permission</i> on <i>your employer's business</i>; and</p>

SECTION	CURRENT WORDING	NEW WORDING
	<p>We will not pay for:</p> <ul style="list-style-type: none"> i. levies for expenditure under Sections 44, 45, 46 & 46A of the Forest and Rural Fires Act 1977; ii. fines or penalties; iii. gross negligence or deliberate damage caused by <i>you</i>; iv. fire intentionally lit by <i>you</i> 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. <p>Any payment made under this additional benefit shall be cumulative on any payment that may be made under the Legal Liability benefit of this policy, and our combined payment for this benefit and that which is provided under the Legal Liability benefit will not exceed \$20,000,000 (plus legal costs and expenses incurred with our consent) for any one event.</p> <p>If <i>you</i> have home, contents, or motor insurance with <i>us</i>, <i>you</i> can only claim this benefit under one policy.</p>	<ul style="list-style-type: none"> d) for <i>accidents</i> caused by any trailer or caravan while attached to <i>your vehicle</i>. <p>E. No excess where <i>your vehicle</i> is comprehensively insured</p> <p>No excess will apply for <i>your</i> claim under benefits A, B, C or D where <i>your vehicle</i> is comprehensively insured and <i>you</i> are not claiming for damage to <i>your vehicle</i> arising from the same event.</p> <p>But we will not pay for legal liability under any of these benefits:</p> <ul style="list-style-type: none"> i. for damage to property (including motor vehicles) in <i>your</i> or the driver's custody or control. However damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered; ii. if <i>you</i> or any person or organisation that may have cover under this policy are entitled to indemnity under any other policy, or fails to comply with the terms and conditions of this policy; iii. for any exemplary or punitive damages; iv. where any exclusion in the section "Exclusions: <i>We will not pay for</i>" applies. <p>Limits on what we will pay under Legal Liability:</p> <p>In respect of any one event, <i>we</i> will pay:</p> <ul style="list-style-type: none"> i. for damage to someone else's property, up to \$20,000,000; ii. for <i>bodily injury</i>, up to \$1,000,000; and iii. for liability under the F&RF Act, up to \$20,000,000. <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i>, or costs under the F&RF Act, <i>we</i> will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p> <p><i>Our</i> liability to <i>you</i> under all legal liability benefits ("Liability for <i>Damages</i>", "Liability for <i>Reparation</i>" and "Forest and Rural Fires Act"), will be limited to the applicable sub-</p>

SECTION	CURRENT WORDING	NEW WORDING
		<p>limits, and will never exceed \$20,000,000 in total, plus legal defence costs and expenses where applicable, during any <i>period of cover</i>.</p>
<p>Exclusions (what <i>you</i> are not insured for) – Limit 2 <i>We</i> will not pay for:</p>	<p>New</p>	<p>c. <i>loss</i> or damage to <i>your vehicle</i> (including damage to the engine or fuel system in <i>your vehicle</i>) caused by the incorrect type of fuel being used;</p>
<p>Exclusions (what <i>you</i> are not insured for) – Limit 2 <i>We</i> will not pay for:</p>		<p>f. any amounts which are recovered (including by the victim of an offence) under the provisions of the Accident Compensation Act 2001 (or any replacement Act) and any subsequent amendments or which would be recovered but for:</p> <ul style="list-style-type: none"> i. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or to claim any amount he or she would be entitled to under the Act for any other reason whatsoever; or ii. the Accident Compensation Corporation’s decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever. <p>However, nothing in this exclusion affects any rights to payment under benefit 12 - personal Injury</p>
<p>Exclusions (what <i>you</i> are not insured for) – Limit 2 <i>We</i> will not pay for:</p>	<p>New</p>	<p>g. Any <i>loss</i>, damage, cost or liability arising from:</p> <ul style="list-style-type: none"> i. any criminal activity carried out at, or involving, any property insured under this policy unless <i>you</i> establish that <i>you</i> did not have reason to suspect that criminal activity was taking place; ii. any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by <i>you</i> or any other person entitled to cover under this policy.
<p>Policy conditions – 5. Claims</p>	<p>c. <i>We</i> will be entitled at <i>our</i> expense and in <i>your</i> 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. <i>You</i> must provide all</p>	<p>c. <i>We</i> will be entitled at <i>our</i> expense and in <i>your</i> 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 against <i>you</i> for <i>damages</i> or under the Forest and</p>

SECTION	CURRENT WORDING	NEW WORDING
	reasonable assistance and co-operation.	Rural Fires Act 1977. <i>You</i> must provide all reasonable assistance and co-operation.
Policy conditions	New	<p>14. Reparation</p> <p>If any person is ordered to pay <i>reparation</i> to anyone <i>we</i> insure under this policy for loss to any property that <i>we</i> have or will pay a claim under this policy for, then <i>you</i> must tell <i>us</i>. Any payments received must first reimburse <i>our</i> claims payment up to the amount of any <i>reparation</i> received.</p>
Definitions	Updated and new	<p>Accident and Accidental mean a sudden and unforeseen event that is not intended or expected by <i>you</i>.</p> <p>Act means any Act of the New Zealand Parliament in force at the commencement of the <i>period of cover</i>, or which comes into force during the <i>period of cover</i>, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.</p> <p>Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.</p> <p>Damages means amounts payable in accordance with judgement against <i>you</i> and/or settlements negotiated by <i>us</i>, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, <i>reparation</i>, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.</p> <p>Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 (or any replacement <i>Act</i>) and any subsequent amendments to be paid to the victim of an offence.</p> <p>Reparation does not include:</p> <ol style="list-style-type: none"> a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015 (or any replacement <i>Act</i>) and any subsequent amendments; or b. <i>damages</i>, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or

SECTION	CURRENT WORDING	NEW WORDING
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c. *your* legal defence costs or expenses in relation to an offence.

You or **your** means the insured person or persons named on the *schedule*, and their partner. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.

BoatPlan

Additional Benefits	<p>Legal liability</p> <p>We will pay for <i>your</i> legal liability for damage to property arising from <i>accidents</i> caused by <i>your boat</i>.</p> <p>We will pay up to \$1,000,000 plus legal costs incurred with <i>our</i> consent in respect of any one <i>accident</i> or number of <i>accidents</i> arising out of one event.</p> <p>We will extend this section to provide the same cover:</p> <ol style="list-style-type: none"> to any person who is using <i>your boat</i> with <i>your</i> consent and who is not otherwise excluded from the policy cover; to any person engaging in water skiing or similar sport while being towed by <i>your boat</i>; for <i>accidents</i> caused by any other <i>boat</i> being used by <i>you</i> in person provided it does not belong to <i>you</i> and is not hired to <i>you</i> under a hire purchase or lease arrangement. No cover is provided for damage to the <i>boat</i> being used; costs that result from the raising, removal or destruction of the wreck of <i>your boat</i> or an attempt at any of these. We will also cover any loss of or damage to property that arises, because <i>you</i> fail to raise, remove or destroy the wreck of <i>your boat</i>. <p>But we will not pay:</p> <ol style="list-style-type: none"> for damage to property belonging to <i>you</i> or in <i>your</i> custody or control; if <i>you</i> or any person or organisation to whom this section applies is entitled to 	<p>Legal liability</p> <p>If <i>you</i>, or a member of <i>your</i> household, have any other insurance with <i>us</i>, <i>you</i> are only entitled to payment of any of the benefits below under one policy or section of a policy per event.</p> <p>A. Liability for Damages</p> <p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>damages</i> for loss or damage to someone else's property or <i>bodily injury</i> happening during the <i>period of cover</i> as a result of a single <i>accidental</i> event in <i>New Zealand</i> caused by <i>your boat</i>.</p> <p>B. Liability for Reparation</p> <p>We will cover <i>you</i> for <i>your</i> legal liability to pay <i>reparation</i> for loss or damage to someone else's property or <i>bodily injury</i> happening during the <i>period of cover</i> as a result of a single <i>accidental</i> event in <i>New Zealand</i> and was caused by <i>your boat</i>, provided that:</p> <ul style="list-style-type: none"> <i>you</i> tell <i>us</i> immediately if <i>you</i> are charged with any offence which resulted in damage to someone else's property or <i>bodily injury</i> to another person; and <i>you</i> obtain <i>our</i> written approval before any offer of <i>reparation</i> is made. <p>C. Extended Liability</p> <p>Provided all the requirements for cover are met, we will extend the "Liability for <i>Damages</i>" and "Liability for <i>Reparation</i>" benefits to provide cover:</p> <ul style="list-style-type: none"> to any person who is using <i>your boat</i> with <i>your</i> consent and who is not otherwise excluded from the policy cover;
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SECTION	CURRENT WORDING	NEW WORDING
	<p>indemnity under any other policy or fails to comply with the terms and conditions of this policy;</p> <p>c. for any <i>accident</i> arising directly or indirectly from or in connection with the ownership possession or control by or on behalf of the insured of any mechanically propelled vehicle registered under the Transport Act 1962 and subsequent amendments by which any property insured is drawn or conveyed;</p> <p>d. for any exemplary or punitive damages.</p> <p>If <i>you</i> have home, contents, motor or boat insurance with <i>us</i>, <i>you</i> can only claim this benefit under one policy.</p>	<ul style="list-style-type: none"> • to any person engaging in water skiing or similar sport while being towed by <i>your boat</i>; • for <i>accidents</i> caused by any other boat being used by <i>you</i> in person provided it does not belong to <i>you</i> and is not hired to <i>you</i> under a hire purchase or lease arrangement. No cover is provided for damage to the boat being used; • for costs that result from the raising, removal or destruction of the wreck of <i>your boat</i> or an attempt at any of these. <i>We</i> will also cover any loss of or damage to property or <i>bodily injury</i> that arises, because <i>you</i> fail to raise, remove or destroy the wreck of <i>your boat</i>. <p>We won't pay</p> <ul style="list-style-type: none"> a. for damage to property belonging to <i>you</i> or in <i>your</i> custody or control; b. if <i>you</i> or any person or organisation to whom this section applies is entitled to indemnity under any other policy or fails to comply with the terms and conditions of this policy; c. for any <i>accident</i> arising directly or indirectly from or in connection with the ownership possession or control by or on behalf of the insured of any mechanically propelled vehicle registered under the Transport Act 1962 and subsequent amendments by which any property insured is drawn or conveyed; d. for any exemplary or punitive damages <p>Limits on what we will pay under legal liability:</p> <p>In respect of any one event, <i>we</i> will pay:</p> <ul style="list-style-type: none"> i. for loss or damage to someone else's property, up to \$1,000,000; ii. for <i>bodily injury</i>, up to \$1,000,000. <p>In addition, where <i>your</i> legal liability is to pay <i>damages</i> we will pay <i>your</i> legal defence costs and expenses incurred with <i>our</i> prior written consent. However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where <i>your</i> legal liability is to pay <i>reparation</i>.</p>

SECTION	CURRENT WORDING	NEW WORDING
		<p><i>Our liability to you under all legal liability benefits (“Liability for Damages and Liability for Reparation”), will be limited to the applicable sub-limits, and will never exceed \$1,000,000 in total during any period of cover plus your legal defence costs and expenses incurred with our consent as provided in the policy.</i></p>
<p>Exclusions</p> <p>2. we will not pay for:</p>	<p>damage deliberately caused by the wrongful or reckless acts or wilful misconduct of any insured person;</p>	<p>any loss, damage, cost or liability arising from:</p> <ul style="list-style-type: none"> i. any criminal activity carried out at, or involving, any property insured under this policy unless <i>you</i> establish that <i>you</i> did not have reason to suspect that criminal activity was taking place; ii. any deliberate, intentional, knowing, wilful or reckless act or omission, whether criminal or otherwise, committed by <i>you</i> or any other person entitled to cover under this policy.
<p>Exclusions</p> <p>Accident Compensation Act 1977</p>	<p>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.</p>	<p><i>We will not pay for any amounts that can be recovered (including by the victim of an offence) under the Accident Compensation Act 2001, (or any subsequent Act) or any amendment, or which would be recoverable but for:</i></p> <ul style="list-style-type: none"> • The victim’s failure to correctly notify a claim to the Accident Compensation Corporation within the time required under the <i>Act</i>; or • The victim’s decision not to claim any amount he or she would be entitled to claim under the <i>Act</i>; or • The Accident Compensation Corporation’s decision to decline a claim or limit its liability in whole or in part and for any reason whatsoever; <p>but this doesn’t reduce or limit <i>your</i> cover under the Medical payments benefit.</p>
<p>Policy conditions</p> <p>Reparation</p>	<p>New</p>	<p><i>Reparation</i></p> <p>If any person is ordered to pay <i>reparation</i> to anyone <i>we</i> insure under this policy for loss to any property that <i>we</i> have or will pay a claim under this policy for, then <i>you</i> must tell <i>us</i>. Any payments received must first reimburse <i>our</i> claims payment up to the amount of any <i>reparation</i> received.</p>

SECTION	CURRENT WORDING	NEW WORDING
Definitions	Updated and new	<p>Accident and Accidental mean a sudden and unforeseen event that is not intended or expected by <i>you</i>.</p> <p>Act means any Act of the New Zealand Parliament in force at the commencement of the <i>period of cover</i>, or which comes into force during the <i>period of cover</i>, and any substitution of, amendment to, replacement of, or any statutory regulation made under such Act.</p> <p>Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.</p> <p>Damages means amounts payable in accordance with judgement against <i>you</i> and/or settlements negotiated by <i>us</i>, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, <i>reparation</i>, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.</p> <p>Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing Act 2002 (or any replacement Act) and any subsequent amendments to be paid to the victim of an offence.</p> <p>Reparation does not include:</p> <ol style="list-style-type: none"> a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015 (or any replacement Act) and any subsequent amendments; or b. <i>damages</i>, court costs, fines, penalties, any other form of criminal sanction, non-pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or c. <i>your</i> legal defence costs or expenses in relation to an offence. <p>You or your means the insured person or persons named on the <i>schedule</i>, and their partner. Partner means a marriage partner, or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner as defined by the Civil Union Act 2004.</p>