

Update to Vero's 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 vero.co.nz/policywordings

| SECTION | CURRENT WORDING | NEW WORDING |
|--|---|---|
| Vero Home | Policy | |
| Maxi - Limits on what <i>we</i> pay – Limit 1 | c. any amounts we may be liable to pay under the following benefits: benefit 1 – Alternative Accommodation; benefit 4 – Forest and Rural Fires Act; benefit 6 – Landscaping; benefit 7 – Property Owner's Liability; benefit 16 – Stress Payment; benefit 17 – SumExtra; and vii. Optional Additional Benefit – Landlord's Extension (if shown on the schedule as being included). | c. any amounts we may be liable to pay under the following benefits: benefit 1 – Alternative Accommodation; benefit 5 – Landscaping; benefit 6 – Property Owner's Liability; benefit 15 – Stress Payment; benefit 16 – SumExtra; and Optional Additional Benefit – Landlord's Extension (if shown on the schedule as being included). |
| Maxi - Limits on what <i>we</i> pay – Limit 8 | <i>Our</i> liability to <i>you</i> , under all liability benefits (the Forest & Rural Fires <i>Act</i> benefit and the Property Owner's Liability benefit), will be limited to \$2,000,000 in total during the <i>period of insurance</i> , plus <i>your</i> legal costs and expenses incurred with <i>our</i> consent. | <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 <i>Act</i>), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any <i>period of</i> <i>insurance</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 <i>Act</i> . 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> . |
| Maxi - Benefits included in <i>your</i> cover Property Owner's Liability – Benefit 7 Forest & Rural Fires <i>Act</i> – Benefit 4 | Property Owner's Liability We will cover you up to a maximum of \$2,000,000 (plus legal costs and expenses incurred with our consent), for your legal liability arising out of an event that occurs in New Zealand and results in accidental physical damage to property during the period of insurance. In order for this benefit | Property Owner's Liability 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. A. Liability for <i>Damages</i> |
| | to apply, <i>your</i> liability must arise out of <i>your</i> ownership of the <i>home</i> . | We will cover you for your legal liability to pay damages for accidental bodily injury or loss to someone else's property happening during the |



CURRENT WORDING

But we will not pay for:

- a. liability for damage to property belonging to *you* or under *your* control; and
- b. liability arising out:
 - i. and business, profession, or employment
 - ii. the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft or boat;
 - iii. the ownership and/or possession of any animals other than *domestic pets*;
 - iv. or assumed by agreement (unless you would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement.

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

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.

Forest and Rural Fires Act

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 insurance.*

We will pay up to \$1,000,000 (plus *your* legal costs and expenses incurred with *our* consent) for:

- a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; and
- b. costs and levies under section 46 and 46A of the *Act*; and
- a. costs claimed by any other party in order to protect their property from fire.

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

NEW WORDING

period of insurance as a result of an event that occurs in New Zealand and arises out of *your* ownership of the *home*.

B. Liability for Reparation

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 insurance as a result of an event that occurs in New Zealand and arises out of your ownership of the home, provided that:

- a. *you* tell *us* immediately if *you* are charged with any offence in connection with *your* ownership of the *home* which resulted in *loss* to someone else's property or *bodily injury* to another person; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

C. Forest and Rural Fires Act

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 insurance to pay:

- 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.

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.

But *we* will not pay under any of these benefits for:

- a. legal liability for *loss* to property belonging to *you* or under *your* control;
- b. legal liability arising out of:
 - i. any business, profession, or employment;
 - the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft or boat;



SECTION CURRENT WORDING

statutes or local body requirement governing the lighting of fires.

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.

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.

NEW WORDING

- iii. the ownership and/or possession of any animals other than *domestic pets*;
- or assumed by agreement (unless you would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement;
- c. any punitive or exemplary damages awarded against *you*;
- d. legal liability where any exclusion in the section "Exclusions (what *you* are not insured for)" applies.

Limits on what *we* will pay under Property Owner's Liability:

In respect of any one event, we will pay:

- i. for *loss* to someone else's property, up to \$2,000,000;
- ii. for bodily injury, up to \$1,000,000; and
- iii. for liability under the F&RF *Act*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, or costs and levies under the F&RF *Act, we* will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.

Methamphetamine contamination

This benefit only applies if:

- your home is tenanted; and
- you comply with the Landlord Obligations set out in the "Policy Conditions" section of this policy.

We will pay for the testing, decontamination and repair of your home if it suffers loss as a result of use, consumption, storage or manufacture of methamphetamine or its precursor chemicals by your tenants or persons at the home with your tenants' permission. This benefit includes the costs reasonably incurred in searching for and identifying contamination, if testing confirms that the home is contaminated.

Cover under this benefit will only apply where, at the time of the claim being made, the level of chemical contamination exceeds the guidelines for acceptable indoor surface residues issued by

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Benefits included in *your* cover

Methamphetamine Contamination



| SECTION | CURRENT WORDING | NEW WORDING |
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| | | 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. |
| | | We will pay, within the sum insured, the reasonable cost incurred by you in decontaminating the home. If a damaged portion of the home needs to be repaired or rebuilt in order to achieve the levels outlined in the Guidelines, we will pay the reasonable cost incurred in repairing or rebuilding the damaged portion to replacement condition. |
| | | <i>Our</i> liability under this benefit will be limited to \$30,000 for any one event. |
| | | We 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. |
| | | We 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</i> agreement. |
| Maxi - | Landlord's Extension | Landlord's Extension |
| Optional Additional Benefit Landlord's Extension | If <i>you</i> have paid an additional <i>premium</i> for this additional benefit and it is shown on the <i>schedule</i> as being included, <i>we</i> will provide benefits A and B for each self-contained dwelling unit that <i>you</i> have told <i>us</i> about, provided that each is occupied by a <i>tenant</i> , | 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: |
| | and is located at the <i>situation address</i> shown on the <i>schedule</i> : A. Landlord's Furnishings | each is occupied by a <i>tenant</i>, and is located at the <i>situation address</i> shown on <i>your</i> <i>schedule</i>; and |
| | If landlord's furnishings suffer <i>loss</i> covered by this policy, <i>we</i> will pay the <i>indemnity</i> <i>value</i> of these items. | you comply with the Landlord Obligations set out in the 'Policy Conditions' section of this policy. |
| | Landlord's furnishings, for the purposes of this additional benefit, means dishwashers, stoves, refrigerators, washing machines, dryers and built in microwaves not permanently wired into the <i>home</i> . | 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. |
| | <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. | A. Malicious damage or theft <i>We</i> will cover <i>you</i> for: |



CURRENT WORDING

B. Loss of Rent

If the *home* is *uninhabitable* because:

- a. of *loss* 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 *home* due to possible or impending damage to an otherwise safe or sanitary *home* and this is initiated during the *period of insurance*;

we will also pay or reimburse *you* for loss of rent from the date that the *home* becomes *uninhabitable*, provided that:

- i. the *home* was occupied by a *tenant* at the time of *loss* or prevention of access; or
- ii. at the time of *loss* or prevention of access, *you* had a signed tenancy agreement for a new *tenant* to let the *home* for an ongoing period intended to be no less than 90 days.

We will pay:

- i. an amount equal to the average weekly rental *you* received for renting out the *home* during the weeks it was rented in the 12 months prior to the *loss*, or where a tenancy agreement was signed prior to the *loss*, the amount of the weekly rental in the agreement; and
- ii. any other costs incurred with *our* written consent.

Where *your* claim for *loss* to the *home* is covered entirely by the Earthquake Commission, *we* will still pay *your* loss of rent under this additional benefit.

We will not pay your loss of rent where the home is not uninhabitable, or where tenants choose to or are encouraged to move out of your home while repair or rebuilding is effected.

The maximum that *we* will pay for loss of rent is:

 for the period necessary to replace or repair the *home*, up to a maximum period of 12 months; or

NEW WORDING

a.malicious, intentional or deliberate damage to the *home*; or

b.theft of any part of the home;

committed by the *tenant*(s) or persons at the *home* with *your tenants*' permission.

We will pay:

- the reasonable cost incurred in rebuilding, repairing or replacing the damaged portion of the home to replacement condition; or
- the *indemnity value* should *you* not rebuild, repair or replace within a reasonable time.

Our liability under this benefit will be limited to \$30,000 for any one event.

We will only provide cover under this benefit for *loss* caused by one event while the *home* was let to the same *tenants* or under the same *tenancy agreement*.

B. Landlord's furnishings

If *landlord's furnishings* suffer *loss we* will pay the *indemnity value* of these items. *Landlord's furnishings* are also covered under this benefit for *loss* within the terms of the "Malicious damage or theft" benefit.

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

C. Loss of *rent* due to *loss* covered by this policy

If your home is uninhabitable because:

- a. of *loss* 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 *home* due to possible or impending damage to an otherwise safe or sanitary *home* and this is initiated during the *period of insurance*;

we will pay or reimburse *you* for loss of *rent* from the date that the *home* becomes *uninhabitable*, provided that:

- i. the *home* was occupied by a *tenant* at the time of *loss* or prevention of access; or
- ii. at the time of *loss* or prevention of access, *you* had a signed *tenancy agreement* for a



CURRENT WORDING

• where *you* don't want the *home* rebuilt, up to two months.

Our liability for loss of rent will be subject to a maximum of \$40,000 per dwelling unit or the amount shown on the *schedule*, whichever is higher, for any one event. **NEW WORDING**

new *tenant* to let the *home* for an ongoing period intended to be no less than 90 days.

We will pay an amount equal to the average weekly rental you received for renting out the home during the weeks it was occupied by tenants in the 12 months prior to the loss, or where a tenancy agreement was signed for a new tenant prior to the loss, the amount of the weekly rental in the agreement.

Where *your* claim for *loss* to the *home* is covered entirely by the Earthquake Commission, *we* will still pay *your* loss of *rent* under this benefit.

The maximum that we will pay for loss of rent is:

- for the period necessary to rebuild or repair the *home*, up to a maximum period of 12 months; or
- where you don't want the home repaired or rebuilt, up to two months; or
- for the period of prevention of access to the home, up to a maximum period of 12 months

Our liability for loss of *rent* will be subject to a maximum of \$40,000 per dwelling unit or the amount shown on *your schedule*, whichever is higher, for any one event.

D. Loss of *rent* due to non-payment by *tenants*

We will pay or reimburse *you* for loss of *rent* due to non-payment by *your tenants*, in the following circumstances:

- Prevention of access: Where the *tenant* is lawfully entitled to vacate the *home* due to prevention of access to the *home* or failure of public utilities, *we* will pay up to a maximum of 8 weeks *rent*; or
- 2. Vacating without notice: Where the *tenants* vacate the *home* without giving the required notice, *we* will pay up to a maximum of 8 weeks *rent*; or
- 3. Eviction of *tenants*: Where *your tenants* are lawfully evicted from the *home* as a result of non-payment of *rent, we* will pay up to a maximum of 12 weeks *rent*; or
- 4. **Tenancy Tribunal Order:** Where the Tenancy Tribunal makes an order for the *tenants* to leave the *home* and for the tenancy to end, *we* will pay up to 12 weeks *rent*, provided *you* or *your* property manager



| SECTION | CURRENT WORDING | NEW WORDING |
|---|--|---|
| | | enforce the order within 5 working days of the order being issued. |
| | | 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. |
| Flexi – Limits on what we | c. any amounts we may be liable to pay under the following benefits: | c. any amounts we may be liable to pay under the following benefits: |
| pay – Limit 1 | i. benefit 1 – Alternative Accommodation; | i. benefit 1 – Alternative Accommodation; |
| | ii. benefit 4 – Forest and Rural Fires Act; | ii. benefit 5 – Landscaping; |
| | iii. benefit 6 – Landscaping; | iii. benefit 6 – Property Owner's Liability; |
| | iv. benefit 7 – Property Owner's Liability; | iv. Optional Additional Benefit – Landlord's |
| | v. Optional Additional Benefit – Landlord's Extension (if shown on the <i>schedule</i> as being included). | Extension (if shown on the <i>schedule</i> as being included). |
| Flexi – Limits on what we pay – Limit 8 | <i>Our</i> liability to <i>you</i> , under all liability benefits (the Forest & Rural Fires <i>Act</i> benefit and the Property Owner's Liability benefit), will be limited to \$2,000,000 in total during the <i>period of insurance</i> , plus <i>your</i> legal costs and expenses incurred with <i>our</i> consent. | <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 <i>Act</i>), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any <i>period of</i> <i>insurance</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 <i>Act</i> . 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> . |
| Flexi – | Property Owner's Liability | Property Owner's Liability |
| Limits on what we pay Property Owner's Liability – Benefit 7 | We will cover you up to a maximum of \$2,000,000 (plus legal costs and expenses incurred with our consent) to occurs in New Zealand and results in accidental physical damage to property during the period of | 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. |
| Forest & Rural Fires Act – Benefit 4 | <i>insurance.</i> In order for this benefit to apply, <i>your</i> liability must arise out of <i>your</i> | A. Liability for Damages |
| Aci – Denenii 4 | ownership of the <i>home</i> . | We will cover you for your legal liability to pay |
| | But we will not pay for: | <i>damages</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else's property happening during the |
| | a. liability for damage to property belonging to <i>you</i> or under <i>your</i> control; and | period of insurance as a result of an event that occurs in New Zealand and arises out of your ownership of the home. |
| | b. liability arising out: | B. Liability for Reparation |
| | any business, profession, or employment the ownership, possession, or use of any mechanically | 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 insurance as a result of an event that |



CURRENT WORDING

propelled vehicle, trailer, aircraft or boat;

- iii. the ownership and/or possession of any animals other than *domestic pets*;
- iv. or assumed by agreement (unless *you* would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement.

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

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.

Forest and Rural Fires Act

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 insurance*.

We will pay up to \$1,000,000 (plus *your* legal costs and expenses incurred with *our* consent) for:

- a. costs under section 43 of the F&RF *Act* incurred and apportioned by any Fire Authority; and
- b. costs and levies under section 46 and 46A of the *Act*; and
- c. costs claimed by any other party in order to protect their property from fire.

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 statutes or local body requirement governing the lighting of fires.

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.

NEW WORDING

occurs in New Zealand and arises out of *your* ownership of the *home*, provided that:

- a. *you* tell *us* immediately if *you* are charged with any offence in connection with *your* ownership of the *home* which resulted in *loss* to someone else's property or *bodily injury* to another person; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

C. Forest and Rural Fires Act

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 insurance* to pay:

- 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.

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.

But *we* will not pay under any of these benefits for:

- a. legal liability for *loss* to property belonging to *you* or under *your* control;
- b. legal liability arising out of:
 - i. any business, profession, or employment;
 - the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft or boat;
 - the ownership and/or possession of any animals other than *domestic pets*;
 - iv. or assumed by agreement (unless you would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement;
- c. any punitive or exemplary damages awarded against *you*;



| SECTION | CURRENT WORDING | NEW WORDING |
|--|--|---|
| | 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. | d. legal liability where any exclusion in the section "Exclusions (what you are not insured for)" applies. |
| | | Limits on what <i>we</i> will pay under Property Owner's Liability: |
| | | In respect of any one event, we will pay: |
| | | 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. |
| | | In addition, where <i>your</i> legal liability is to pay <i>damages</i> , or costs and levies under the F&RF <i>Act, 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> . |
| Flexi – | Loss of rent | Loss of <i>rent</i> : |
| Optional additional benefit | Where <i>your</i> claim for <i>loss</i> to the <i>home</i> is covered entirely by the Earthquake Commission, <i>we</i> will still pay <i>your</i> loss of rent under this additional benefit. | Where <i>your</i> claim for <i>loss</i> to the <i>home</i> is covered entirely by the Earthquake Commission, <i>we</i> will still pay <i>your</i> loss of <i>rent</i> under this additional benefit. |
| | We will not pay your loss of rent where the | The maximum that we will pay for loss of rent is: |
| | <i>home</i> is not <i>uninhabitable</i> , or where <i>tenants</i> choose to or are encouraged to move out of <i>your home</i> while repair or rebuilding is effected. | for the period necessary to rebuild or repair the <i>home</i>, up to a maximum period of 12 months; or |
| | The maximum that <i>we</i> will pay for loss of rent is: | where you don't want the home repaired or rebuilt, up to two months; or |
| | for the period necessary to replace or repair the <i>home</i>, up to a maximum period of 12 months; or | for the period of prevention of access to the home, up to a maximum period of 12 months. |
| | • where <i>you</i> don't want the <i>home</i> repaired or rebuilt, up to two months. | |
| Exclusions (what | b. <i>loss</i> caused by: | b. <i>loss</i> caused by: |
| <i>you</i> are not insured for) 4. Other causes of <i>loss</i> that <i>you</i> are not covered for | vii. burglary or theft committed by anybody leasing, renting, living, or staying in the <i>home</i>; viii. malicious, intentional or deliberate damage committed by <i>you</i> or anybody tenanting, living, or staying in the <i>home</i> (however, where the <i>home</i> is leased or rented <i>we</i> will cover any <i>loss</i> from fire or explosion resulting from | vii. 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 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>). If: the <i>home</i> is <i>tenanted;</i> and |



| SECTION | CURRENT WORDING | NEW WORDING | |
|---|---|---|--|
| | malicious, intentional, or deliberate damage by <i>tenants</i>); | it is shown on the schedule that you are insured for Cover Option – Maxi and have purchased the Optional Additional Benefit 'Landlord's Extension'; | |
| | | this exclusion doesn't apply to the extent of the cover provided by the Optional Additional Benefit. | |
| Exclusions (what you are not insured for) 4. Other causes of | New | c. 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 | |
| <i>loss</i> that <i>you</i> are not covered for | | entitled to cover under this policy. | |
| Exclusions (what | 7. Unoccupied Home | 7. Unoccupied Home | |
| <i>you</i> are not insured for) | This policy does not provide cover for any | This policy does not provide cover for any loss: | |
| 101) | <i>loss</i> : a. to the <i>home</i> if unoccupied (meaning no authorised person has slept there | 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: | |
| | overnight within the last 60 days), unless <i>we</i> have been notified and have agreed in writing to maintain cover, | i. the <i>home</i> and its lawns and gardens are kept in a tidy condition; and | |
| | and provided that: | all external doors and windows are kept locked; and | |
| | the <i>home</i> and its lawns and gardens are kept in a tidy condition; and | iii. all papers and mail are collected weekly; and | |
| | ii. all external doors and windows | iv. the home is under weekly supervision. | |
| | are kept locked; and iii. all papers and mail are collected regularly; and | 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 | |
| | iv. the <i>home</i> is under regular supervision. | complied with. However, where <i>you</i> ordinarily occupy the <i>home</i> , | |
| Ho ho cor un we for tha | 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. | 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 | |
| | 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 unoccupied 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. | a.iv. above are met. | |



New

CURRENT WORDING

Exclusions (what you are not insured for)

Exclusions (what

for)

you are not insured

9. The Accident Compensation Act 2001

This policy does not provide cover for amounts that are recoverable under the provisions of the Accident Compensation Act 2001.

NEW WORDING

9. 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:

- 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.

Illegal drug contamination

This policy does not provide cover for any loss 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 your home (however we will cover any loss to the home from fire or explosion).

If it is shown on the *schedule* that *you* are insured for Cover Option - Maxi, this exclusion doesn't apply:

- a. to the extent of the cover provided for in benefit 20 - Methamphetamine Contamination where your home is tenanted: or
- b. where *you* normally reside in the *home* as *your* place of residence, including where vou share the home with a tenant, and the *loss* is caused by unknown persons breaking into or entering your home without *your* permission when *your home* is unattended but is not unoccupied. In this case. we will extend benefit 20 -Methamphetamine Contamination to cover the loss to the home and this exclusion doesn't apply to the extent of the cover provided for in that benefit. The limit of liability otherwise applicable to benefit 20 -Methamphetamine Contamination will not apply in these circumstances and cover under the benefit will instead apply within the sum insured.



| SECTION | CURRENT WORDING | NEW WORDING |
|-----------------------------------|--|---|
| Policy conditions | New | 6.a. |
| | | x. 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. <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 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 & Rural Fires <i>Act</i> 1977. At <i>your</i> cost <i>you</i> must provide all reasonable assistance and cooperation. |
| Policy conditions | New | 20. 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. |
| Policy conditions | New | 21. Landlord Obligations |
| | | The following conditions apply where the <i>home</i> is <i>tenanted</i> . |
| | | a. You or your managing agent must: |
| | | exercise reasonable care in the selection of each person who is a <i>tenant;</i> and |
| | | ii. obtain satisfactory references for each adult <i>tenant</i> prior to that <i>tenant</i> moving into the <i>home;</i> and |
| | | keep records of the checks undertaken and references obtained and provide these to us if we ask for them. |
| | | At 6 monthly intervals, or whenever there is a change of <i>tenant</i>, <i>you</i> or <i>your</i> managing agent must: |
| | | complete an internal and external inspection of the property; and |
| | | ii. keep photos and written records of the inspections and provide these to <i>us</i> if <i>we</i> ask for them. |



| SECTION | CURRENT WORDING | NEW WORDING |
|-------------|-----------------|---|
| | | c. If <i>you</i> have purchased the Optional Additional Benefit – Landlord's Extension, in addition to complying with the requirements of a. and b. above: |
| | | i. you have an obligation to mitigate any claim you make for your loss of rent under this policy by taking all reasonable steps to find suitable alternative tenants and must provide us with records of steps taken if we ask for them; and |
| | | ii. you or your managing agent must actively monitor rent for your home and if the rent is 10 days in arrears, you or your managing agent must provide a written notice requiring the tenant to remedy the arrears. If the unpaid rent is not received within a further 5 days, you or your managing agent must personally deliver a second notice to the tenants requiring the arrears to be remedied. You or your managing agent at this time whether the tenants are still living at the home. |
| Definitions | New | Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person. |
| | | 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. |
| | | Landlord's furnishings means dishwashers, stoves, refrigerators, washing machines, dryers and built in microwaves not permanently wired into the <i>home</i> . |
| | | Rent means the periodic payments due to <i>you</i> by the <i>tenant</i> (s) for use of the <i>home</i> as agreed under the current <i>tenancy agreement</i> . |
| | | Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing <i>Act</i> 2002 to be paid to the victim of an offence. Reparation does not include: |



| SECTION | CURRENT WORDING | NEW WORDING |
|--|--|---|
| | | reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or |
| | | b. damages, court costs, fines, penalties, any other form of criminal sanction, non- pecuniary relief, taxes, any payment deemed to be unlawful to insure against; or |
| | | <i>your</i> legal defence costs or expenses in relation to an offence. |
| | | Tenancy agreement means the written contract of tenancy between <i>you</i> and the <i>tenant(s)</i> over the <i>home</i> . |
| | | 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. |
| | | Unoccupied means that no authorised person has slept overnight in the <i>home</i> within the last 60 days. |
| Vero Conte | nts Policy | |
| Maxi – Limits on what <i>we</i> | c. any amounts we may be liable to pay under the following | c. any amounts we may be liable to pay under the following benefits: |
| will pay – Limit 1 | benefits: | i. benefit 1 – Alternative Accommodation; |
| | i. benefit 1 – Alternative Accommodation; | ii. benefit 5 – Fatal Injury; |
| | ii. benefit 5 – Fatal Injury; | iii. benefit 7 – Occupier's and Personal |
| | iii. benefit 6 – Forest and Rural Fires Act; | Liabilities; |
| | | |
| | iv. benefit 8 – Occupier's and Personal Liabilities; | iv. benefit 9 – Removal of Debris. |
| | | iv. benefit 9 – Removal of Debris. |
| Maxi – Limits on what <i>we</i> will pay – Limit 2 | Liabilities; | 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 <i>Act</i>), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any <i>period of insurance</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 <i>Act</i> . 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> . |



CURRENT WORDING

Benefits included in *your* cover

Occupier's and Personal Liabilities

Forest and Rural Fires Act

We will cover you up to a maximum of \$2,000,000 (plus your legal costs and expenses incurred with our consent) for your legal liability arising out of an event that occurs in New Zealand and results in accidental physical damage during the period of insurance to:

- a. property not:
 - i. belonging to you; or
 - ii. in your custody and control; or
- b. the *home* when occupied by *you* as a *tenant*.

But we will not pay for liability arising from:

- i. the ownership of the *home*, its land, or any other buildings or land;
- ii. any business, profession or employment;
- 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 *you* would have been liable anyway.

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.

We will extend this benefit to include:

- a. your children who are covered by benefit 13 – Boarding School and benefit 21 – Tertiary Accommodation;
- b. *your* 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;
- the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a *market value* of more than \$3,000 is not covered by this policy;

NEW WORDING

If *you*, or a member of *your* household, have home, contents, motor, or boat insurance with *us*, *you* are only entitled to payment of any of the benefits below under one policy or section of a policy per event.

A. Liability for Damages

We will cover you for your legal liability to pay damages for accidental bodily injury or loss to someone else's property happening during the period of insurance as a result of an event that occurs in New Zealand.

B. Liability for Reparation

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 insurance* as a result of an event that occurs in New Zealand, provided that:

- a. *you* tell *us* immediately if *you* are charged with any offence which resulted in *loss* to someone else's property or *bodily injury* to another person; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

C. Forest and Rural Fires Act

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 insurance* to pay:

- a. costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority;
- 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.

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.

D. Extended Liability

Provided all the requirements are met, *we* will extend the Liability for *Damages*, Liability for *Reparation* and Forest and Rural Fires *Act* benefits to include:



SECTION CI

CURRENT WORDING

- e. the non-competitive use of any scalemodel, radio-controlled:
 - i. aircraft;
 - ii. watercraft;
 - iii. motor vehicle.

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.

2. Forest and Rural Fires Act

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 insurance*.

We will pay up to \$1,000,000 (plus *your* legal costs and expenses incurred with *our* consent) for:

- 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.

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.

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.

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.

NEW WORDING

- a. your children who are covered by benefit 13
 Boarding School and benefit 21 Tertiary Accommodation;
- b. *your* involvement in paid part-time babysitting;
- 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 *market value* of more than \$3,000 is not covered by this policy;
- e. the non-competitive use of any scale-model, radio-controlled:
 - i. aircraft;
 - ii. watercraft;
 - iii. motor vehicle.

But *we* will not pay under any of these benefits for:

- a. legal liability for *loss* to property belonging to *you* or in *your* custody and control, except for the *home* when occupied by *you* as a *tenant*;
- b. legal liability arising out of:
 - i. *your* ownership of the *home*, its land, or any other buildings or land;
 - ii. any business, profession or employment;
 - 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 *you* would have been liable anyway);
- c. any punitive or exemplary damages awarded against *you*;
- legal liability where any exclusion in the section "Exclusions (what you are not insured for)" applies.

Limits on what *we* will pay under Occupier's and Personal Liabilities:

In respect of any one event, we will pay:



| SECTION | CURRENT WORDING | NEW WORDING |
|---|---|---|
| | | 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. |
| | | In addition, where <i>your</i> legal liability is to pay <i>damages</i> , or costs and levies under the F&RF <i>Act, 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> . |
| Flexi – Limits on what <i>we</i> | c. any amounts <i>we</i> may be liable to pay under the following benefits: | c. any amounts we may be liable to pay under the following benefits: |
| will pay – Limit 1 | i. benefit 1 – Alternative Accommodation; | i. benefit 1 – Alternative Accommodation; |
| | ii. benefit 5 – Fatal Injury; | ii. benefit 5 – Fatal Injury; |
| | iii. benefit 6 – Forest and Rural Fires Act; | iii. benefit 7 – Occupier's and Personal |
| | iv. benefit 8 – Occupier's and Personal Liabilities; | Liabilities; iv. benefit 9 – Removal of Debris. |
| | v. benefit 10 - Removal of Debris. | |
| Flexi – Limits on what <i>we</i> will pay – Limit 2 | e. <i>our</i> liability to <i>you</i> under all liability benefits (the Forest and Rural Fires <i>Act</i> benefit and the Occupier's and Personal Liabilities benefit) will be limited to \$2,000,000 in total during the <i>period of</i> <i>insurance</i> , plus <i>your</i> legal costs and expenses incurred with <i>our</i> consent. | 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 <i>Act</i>), will be limited to the applicable sub-limits, and will never exceed \$2,000,000 in total during any <i>period</i> of <i>insurance</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 <i>Act</i> . However <i>we</i> will not pay <i>your</i> legal defence costs and expenses in relation to an offence or where your legal liability is to pay <i>reparation</i> . |
| Flexi – | 8. Occupier's and Personal Liabilities | 7.Occupier's and Personal Liabilities |
| Benefits included in your cover | We will cover you up to a maximum of \$2,000,000 (plus your legal costs and expenses incurred with our consent) for your legal liability arising out of an event that occurs in New Zealand and results in | 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. |
| | accidental physical damage during the period of insurance to: | A. Liability for Damages |
| | a. property not: | We will cover you for your legal liability to pay |
| | i. belonging to <i>you</i> ; or | <i>damages</i> for <i>accidental bodily injury</i> or <i>loss</i> to someone else's property happening during the |
| | ii. in <i>your</i> custody and control; or | <i>period of insurance</i> as a result of an event that occurs in New Zealand. |



| SECTION | CURRENT WORDING | NEW WORDING |
|---------|---|---|
| | b. the <i>home</i> when occupied by <i>you</i> as a | B. Liability for Reparation |
| | <i>tenant.</i> But <i>we</i> will not pay for liability arising from: | We will cover you for your legal liability to pay reparation for accidental bodily injury or loss to |
| | i. the ownership of the <i>home</i> , its land, or any other buildings or land; | someone else's property happening during the <i>period of insurance</i> as a result of an event that occurs in New Zealand, provided that: |
| | any business, profession or employment; | i. <i>you</i> tell <i>us</i> immediately if <i>you</i> are charged with any offence which resulted in <i>loss</i> to |
| | the ownership, possession, or use of any mechanically propelled vehicle, trailer, aircraft, or boat; | someone else's property or <i>bodily injury</i> to another person; and |
| | iv. the ownership or possession of any animals other than <i>domestic pets</i> ; | ii. <i>you</i> obtain <i>our</i> written approval before any offer of <i>reparation</i> is made. |
| | v. or assumed by agreement unless <i>you</i> | C. Forest and Rural Fires Act |
| | would have been liable anyway. We will not cover <i>you</i> for any punitive or exemplary damages, and/or any reparation | 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 insurance to pay: |
| | orders, awarded against <i>you</i> . We will not cover <i>you</i> for any legal costs incurred by any other party that <i>you</i> may be | costs under section 43 of the F&RF Act incurred and apportioned by any Fire Authority; |
| | ordered or agree to pay. We will extend this benefit to include: | ii. costs and levies under sections 46 and 46A of the F&RF <i>Act</i> ; and |
| | a. your involvement in paid part-time baby-sitting; | iii. costs claimed by any other party in order to protect their property from fire. |
| | b. the use of ride-on mowers and other domestic garden appliances, electric wheelchairs and electric mobility aids for the aged or impaired; | 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. |
| | c. the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle | D. Extended Liability |
| | board, windsurfer, or watercraft. Any watercraft that has a <i>market value</i> of more than \$3,000 is not covered by this policy; | 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 <i>Act'</i> benefits to include: |
| | d. the non-competitive use of any scale- model, radio- controlled: | <i>your</i> involvement in paid part-time baby- sitting; |
| | i. aircraft; | ii. the use of ride-on mowers and other |
| | ii. watercraft; | domestic garden appliances, electric wheelchairs and electric mobility aids for the |
| | iii. motor vehicle. | aged or impaired; |
| | 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. | the use of any canoe, kayak, surf board, surf ski, kite surfer, paddle board, windsurfer, or watercraft. Any watercraft that has a market value of more than \$3,000 is not covered by this policy; |
| | 6. Forest and Rural Fires Act | iv. the non-competitive use of any scale-model, |

the non-competitive use of any scale-model, iv. radio-controlled:



SECTION CURRENT WORDING

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 insurance*.

We will pay up to \$1,000,000 (plus *your* legal costs and expenses incurred with *our* consent) for:

- 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.

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.

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.

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.

NEW WORDING

- a. aircraft;
- b. watercraft;
- c. motor vehicle.

But *we* will not pay under any of these benefits for:

- a. legal liability for *loss* to property belonging to *you* or in *your* custody and control, except for the *home* when occupied by *you* as a *tenant*;
- b. legal liability arising out of:
 - i. *your* ownership of the *home*, its land, or any other buildings or land;
 - ii. any business, profession or employment;
 - 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 *you* would have been liable anyway);
- c. any punitive or exemplary damages awarded against *you*;
- d. legal liability where any exclusion in the section "Exclusions (what *you* are not insured for)" applies.

Limits on what *we* will pay under Occupier's and Personal Liabilities:

In respect of any one event, we will pay:

- a. for *loss* to someone else's property, up to \$2,000,000;
- b. for bodily injury, up to \$1,000,000; and
- c. for liability under the F&RF *Act*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, or costs and levies under the F&RF *Act, we* will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.



| SECTION | CURRENT WORDING | NEW WORDING |
|--|--|--|
| Exclusions (what <i>you</i> are not insured for) | vii. burglary or theft committed by anybody renting, living, or staying in the <i>home</i>; viii. malicious, intentional, or deliberate damage committed by <i>you</i> or anybody renting, living, or staying in the <i>home</i> (however, where the <i>home</i> is leased or rented, <i>we</i> will cover any <i>loss</i> from fire or explosion resulting from malicious, intentional, or deliberate damage by <i>tenants</i>); | vi. 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 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>). |
| Exclusions (what you are not insured for) | New | 5. c. 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. |
| Exclusions (what | 9. The Accident Compensation Act 2001 | 9. The Accident Compensation Act 2001 |
| <i>you</i> are not insured for) | This policy does not provide cover for amounts that are recoverable under the provisions of the Accident Compensation <i>Act</i> 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 <i>Act</i> 2001, or which would be recoverable but for: |
| | | 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. |
| Policy conditions 6. Claims | 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. | 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 <i>Act</i> 1977. At <i>your</i> cost <i>you</i> must provide all reasonable assistance and cooperation. |
| Policy conditions | New | 19. 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> |



| SECTION | CURRENT WORDING | NEW WORDING |
|-------------|-----------------|--|
| | | claims payment up to the amount of any <i>reparation</i> received. |
| Definitions | New | Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person. |
| | | 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. |
| | | Reparation means an amount ordered by a New Zealand court under section 32 of the Sentencing <i>Act</i> 2002 to be paid to the victim of an offence. Reparation does not include: |
| | | a. reparation arising from prosecution of an offence under the Health and Safety at Work Act 2015; or |
| | | b. damages, 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. |

Vero Motor Policy

Additional benefits – *We* will also pay for

Forest & Rural Fires

Legal Liability

Act

1. Legal Liability

We will pay for your legal liability for damage to property arising from accidents caused by your vehicle. We will pay up to \$20,000,000 (plus legal costs and expenses incurred with our consent) in respect of any one accident or number of accidents arising out of one event.

We will extend this benefit to provide the same cover:

- to any person who is driving *your* vehicle with *your* consent and who is not otherwise excluded from the policy cover;
- b. for accidents caused by any other motor car being driven by *you* in

1. Legal Liability

If *you* have home, contents, motor, or boat insurance with *us*, *you* can only claim any of the benefits below under one policy.

A. Liability for *Damages*

We will cover you for your legal liability to pay damages for accidental bodily injury or damage to someone else's property during the period of cover arising from an accident in New Zealand involving your vehicle.

B. Liability for Reparation

We will cover you for your legal liability to pay reparation for accidental bodily injury or damage to someone else's property during the period of



CURRENT WORDING

person, provided it does not belong to you and is not hired to you under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven. This extension does not apply where your vehicle is a motorcycle, trailer or caravan;

- c. to *your* employer while *your* vehicle is being driven with *your* permission on *your* employer's business; and
- d. for damage caused by any trailer or caravan while attached to *your vehicle*.

But we will not pay:

- for damage to property (including motor vehicles) in *your* 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;
- if you 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;
- iii. for any exemplary or punitive damages.

An excess will not apply to any loss claimed for under this benefit where *your vehicle* is comprehensively insured and *you* are not claiming for damage to *your vehicle* arising from the same incident.

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

2. Forest and Rural Fires Act

We will pay you up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with our consent) for all sums that you shall become legally liable to pay, arising out of any one event and arising from your ownership of the vehicle insured under this policy, whether or not damage to property has occurred, in respect of:

 a. costs incurred and apportioned by the Fire Authority under the Forest and Rural Fires Act 1977, or any amendments or replacing Act;

NEW WORDING

cover arising from an *accident in New Zealand* involving *your vehicle*, provided that:

- a. *you* tell *us* immediately if *you* or any other person entitled to cover under the policy is charged with any offence in connection with the use of the *vehicle* which resulted in *bodily injury* to another person or damage to someone else's property; and
- b. *you* obtain *our* written approval before any offer of *reparation* is made.

C. Forest and Rural Fires Act

We will cover *you* for *your* legal liability under the Forest and Rural Fires *Act* 1977 (F&RF *Act*), or any amendments or replacing *Act* to pay:

- a. costs incurred and apportioned by the Fire Authority;
- b. costs claimed by any other party in order to protect their property from fire;

arising from an *accident* involving *your vehicle in New Zealand* during the *period of cover*.

But we will not pay for any:

- i. levies for expenditure under sections 44, 45, 46 & 46A of the F&RF *Act*;
- ii. fines or penalties;
- iii. gross negligence or deliberate damage caused by *you*;
- iv. fire intentionally lit by *you* 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.

D. Extended Liability

Provided all the requirements for cover are met, we will extend the 'Liability for *Damages*', 'Liability for *Reparation*' and 'Forest and Rural Fires *Act*' benefits:

- to any person who is driving *your vehicle* with *your* consent and who is not otherwise excluded from the policy cover;
- b. for accidents caused by any other motor car being driven by you in person, provided it does not belong to you and is not hired to you under a hire purchase or lease arrangement. No cover is provided for damage to the car being driven. This



SECTION CURRENT WORDING

b. costs claimed by any other party in order to protect their property from fire.

We will not pay for:

- 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 *you*;
- iv. fire intentionally lit by *you* that does not comply with the Forest and Rural Fires Act 1977 and its amendments or any other statutory or local body requirement governing the lighting of fires.

Any payment made under this additional benefit shall be cumulative on any payment that may be made under the 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.

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

NEW WORDING

extension does not apply where *your vehicle* is a motorcycle, trailer or caravan;

- c. to *your* employer while *your* vehicle is being driven with *your* permission on *your* employer's business; and
- d. for *accidents* caused by any trailer or caravan while attached to *your vehicle*.

E. No excess where *your vehicle* is comprehensively insured

No excess will apply for *your* claim under benefits A, B, C or D where *your* vehicle is comprehensively insured and *you* are not claiming for damage to *your vehicle* arising from the same event.

But *we* will not pay for legal liability under any of these benefits:

- for damage to property (including motor vehicles) in *your* 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;
- if you 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 (what *you* are not insured for)" applies.

Limits on what *we* will pay under Legal Liability:

In respect of any one event, we will pay:

- i. for damage to someone else's property, up to \$20,000,000;
- ii. for *bodily injury*, up to \$1,000,000; and
- iii. for liability under the F&RF *Act*, up to \$1,000,000.

In addition, where *your* legal liability is to pay *damages*, or costs under the F&RF *Act, we* will pay *your* legal defence costs and expenses incurred with *our* prior written consent. However *we* will not pay *your* legal defence costs and expenses in relation to an offence or where *your* legal liability is to pay *reparation*.



| SECTION | CURRENT WORDING | NEW WORDING |
|---|--|---|
| | | <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 <i>Act</i>), will be limited to the applicable sub-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> . |
| Exclusions (what you are not insured for) – Limit 2 <i>We</i> will not pay for: | New | 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; |
| Exclusions (what <i>you</i> are not insured for) – Limit 2 <i>We</i> will not pay for: | e. 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. However, nothing in this exclusion affects any rights to payment under the Personal Injury Additional Benefit. | 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: 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. However, nothing in this exclusion affects any rights to payment under benefit 12 - Personal Injury. |
| Exclusions (what you are not insured for) – Limit 2 <i>We</i> will not pay for: | New | g. Any loss, damage, cost or liability arising from: 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; 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. |
| Exclusions (what <i>you</i> are not insured for) – Limit 7 | 7. Loss, destruction, damage or liability directly or indirectly caused by: a. war, invasion, act or foreign enemy, warlike operations (whether war to be declared or not), civil war, rebellion, resolution, insurrection, military or usurped power or confiscation, | 7. loss, destruction, damage, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with: a. confiscation, destruction, acquisition, |



| SECTION | CURRENT WORDING | NEW WORDING |
|----------------------------------|--|--|
| | destruction, or acquisition by government or local authorities; | designation, or decision by government or local authorities; |
| | b. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel; c. any act of terrorism including loss, destruction, damage or liability that arises from, is consequent upon or arises in connection with biological, chemical, radioactive, or nuclear; pollution; contamination; or explosion An act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear. | b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming proportions of or amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, |
| | | military or usurped power; c. nuclear weapons, ionising radiations, or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel; |
| | | d. any act of terrorism including loss, destruction, damage, or liability directly or indirectly caused by, arising from, is consequent upon, or arising in connection with biological, chemical, radioactive, or nuclear: pollution, contamination, or explosion. An act of terrorism means an act, including but not limited to the use of force or violence, or the threat thereof, which from its nature and context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes, including the intention to influence any government and/or to put the public or any member of the public in fear. |
| Policy conditions – 5. Claims | c. 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. You must provide all reasonable assistance and co-operation. | 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 Rural Fires <i>Act</i> 1977. <i>You</i> must provide all reasonable assistance and cooperation. |
| Policy conditions | New | 14. Reparation |
| | | 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. |



CURRENT WORDING

Definitions

Change existing and add new

Italicise any existing words for new definitions

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

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 any replacement Act) and any subsequent amendments.

NEW WORDING

Accident and **Accidental** mean a sudden and unforeseen event that is not intended or expected by *you*.

Act means any Act of the New Zealand Parliament in force at the commencement of the period of cover, or which comes into force during the period of cover, and any substitution of, amendment to, replacement of, or any statutory regulation made under such an Act.

Bodily injury means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury to another person.

Damages means amounts payable in accordance with judgement against *you* and/or settlements negotiated by *us*, including the other party's costs and interest on any judgement where applicable. Damages do not include punitive or exemplary damages, fines, penalties, *reparation*, or any other form of criminal sanction, non-pecuniary relief, taxes, or any payment deemed to be unlawful to insure against.

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.

Reparation does not include:

- 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. damages, court costs, fines, penalties, any other form of criminal sanction, nonpecuniary relief, taxes, any payment deemed to be unlawful to insure against; or
- 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.