

WESTPAC LANDLORD INSURANCE

Plus cover.

Westpac insurance products are
underwritten by Tower Limited.



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WELCOME TO WESTPAC INSURANCE

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

This is your **Westpac Landlord Insurance plus cover** policy wording, underwritten by Tower Limited.

We want to make insurance simple and easy.

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

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

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

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



Compare your benefits

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

You've chosen Westpac Landlord Insurance Plus cover. If you'd like to change your cover, call us on **0800 639 520**.

This table is a summary only and sets out the maximum limits of cover. You can find full details of your cover beginning from [page 7](#) of this document.

	Premium cover	Plus cover	Standard cover	Landlord's plus cover
Basis of settlement	✓ Replacement to sum insured	✓ Replacement to sum insured	✓ Replacement to sum insured	✓ Replacement to sum insured
Extended sum insured for fire	✓ Sum insured plus 20%	✓ Sum insured plus 20%	✓ Sum insured plus 20%	✓ Sum insured plus 20%
One event – one excess	✓	✓	✓	✓
Liability protection	✓ \$20m	✓ \$20m	✓ \$20m	✓ \$20m
Bodily injury	✓ \$100,000	✓ \$100,000	✓ \$100,000	✓ \$100,000
Damage caused by a natural hazard	✓	✓	✓	✓
Hidden gradual water damage to your house	✓ \$3,000	✓ \$2,000	✓ \$1,000	✓ \$2,000
Landscaping	✓ \$5,000	✓ \$2,000	✓ \$1,000	✓ \$2,000
Garden retaining walls	✓ \$50,000	✓ \$25,000	✓ \$15,000	✓ \$25,000
Sustainability upgrade	✓ \$15,000	✓ \$15,000	✓ \$15,000	✓ \$15,000
Temporary accommodation	✓ \$30,000	✓ \$25,000	✓ \$15,000	×
Keys and locks lost or stolen	✓ \$2,000 No excess	✓ \$1,000 No excess	✓ \$500 No excess	×
House under minor alteration	✓ \$50,000	✓ \$20,000	✓ \$10,000	✓ \$20,000
Demand surge protection	✓ 15%	✓ 10%	×	✓ 10%
Stress benefit lump sum payment	✓ \$2,000	✓ \$1,000	×	×
Glass breakage reduced excess	✓ \$100 excess	✓ \$200 excess	×	×
Carpets extended replacement	✓	×	×	×
Landlord's benefits				
Loss of rent for damage to your house	×	×	×	✓ 8 months
Loss of rent for other reasons	×	×	×	✓ 8 weeks
Methamphetamine decontamination	×	×	×	✓ \$30,000
Deliberate damage	×	×	×	✓ \$20,000
Landlord's whiteware and window coverings	×	×	×	✓ \$20,000
Optional benefits				
Garden retaining walls	✓ Sum insured	✓ Sum insured	✓ Sum insured	✓ Sum insured
Special features	✓ Sum insured	✓ Sum insured	✓ Sum insured	✓ Sum insured

How your policy works

Your Westpac Landlord Insurance - Plus cover consists of three documents: your application, this policy wording and your **Certificate of insurance**.

Make sure you read your policy wording and your **Certificate of insurance** so you understand what you are covered for and what your responsibilities are.

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

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

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

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you have any questions then please contact us on **0800 639 520**.

Words with special meaning.

In this policy some words have a special meaning.

We, us or our.

When we use these words, we mean Tower Limited.

You or your.

When we use these words, we mean the person or persons or corporate body named on your **Certificate of insurance** as the insured. Where you jointly own the **house**, the policy insures you jointly.

Some other words also have a special meaning, for example, '**loss**'. We've put those words into bold so they're easy to find. You can find out what those words are and what they mean in the Glossary on [page 28](#).

The claims process

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

Here's what to do and when.

What you do.

- 1**
 - Make sure you're safe
 - Make sure your property is safe
 - Call the Police if required
 - Take photos of the damage if you can
 - Call us if you need immediate assistance
- 2**
 - Check your policy wordings
 - Collect any documents required and provide them to us
 - Start an inventory of losses
 - Call us or go to Westpac One® digital banking to make a claim

What we'll do.

- 3**
 - Explain how the claims process works
 - If you want to proceed, we'll lodge your claim
 - We may ask for more information
 - Tell you what's going to happen next
 - Arrange an assessor if required
 - Decide whether the claim fits the terms of the policy
 - If your claim doesn't fit within the policy, we'll clearly explain why
- 4**
 - Process your claim as fast as we can
 - Keep you informed of what's happening
 - If your claim has been accepted, we'll settle it as soon as we can

What your house is insured for

Your house is covered for loss.

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

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

This is an important part of your policy wording. Please read and understand it. If any of this document doesn't make sense, please call us on **0800 639 520** and we'll explain it to you.

You have landlord obligations under this policy

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

Before a tenancy:

1. Use reasonable care when choosing your tenants. For all adults living in your **house**, you must get satisfactory references from their previous landlords. If landlord references are not available, get character references. Keep records of these references and provide them to us when we ask.
2. You and the tenant must complete and sign a tenancy agreement. You and the tenant must also complete a pre-tenancy inspection. This includes documenting in writing and including photographs, if possible, of any existing damage to your **house**. Be prepared to provide these to us when we ask.
3. Collect:
 - a. at least one week's rent in advance, and
 - b. at least three weeks' rent as a bond and register this with Tenancy Services, or
 - c. any combination of (a) and (b) to a total of four weeks' rent.

During a tenancy:

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

What your house policy does and does not cover

What we cover:

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

1. fixtures and fittings permanently attached, plumbed or wired within the domestic buildings
2. fitted floor coverings (including glued, smooth edge or tacked carpet)
3. gates, sealed paths, free standing walls and fences
4. decks, verandas and patio that are permanently constructed
5. sealed driveways required for access to your dwelling or outbuilding
6. fixed water tanks, heating tanks, septic tanks (and their systems) that are permanently plumbed
7. underground and overhead services extending to the public mains that you are legally responsible for
8. other domestic outbuildings such as garages, carports, garden sheds and sleep outs
9. retaining walls essential for the building or positioning of your domestic buildings
10. **garden retaining walls** up to \$25,000.

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

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

What we do not cover:

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

1. floor coverings not permanently fixed or glued in place
2. drapes and blinds, other than the cover provided by the automatic benefit Landlord's whiteware and window coverings on [page 13](#)
3. temporary structures
4. unsealed driveways and paths
5. stock fences, yards and pens
6. swimming and spa pools (and their systems) that are designed to be disassembled or picked up and moved
7. **garden retaining walls** over \$25,000 unless they are specified on your **Certificate of insurance**
8. any **special features** unless they are specified on your **Certificate of insurance**
9. cable car and its associated equipment
10. private utility plant including any diesel generator, watermill, wind powered generator or windmill and their associated equipment

11. boat ramp, jetty, landing, pier, pontoon, wharf, and other water based structures
12. bridge, culvert, dam, permanent ford
13. well or bore hole including its pump, lining, or casing
14. trees, shrubs, plants
15. land, earth or fill.

We provide limited cover while your house is left unoccupied.

When your **house** is left **unoccupied** for more than 90 consecutive days, cover is limited from day 91 to **loss**, damage or liability arising from:

- a. a **natural hazard**
- b. a fire resulting from a **natural hazard**
- c. a fire that is not related to or started by any deliberate or intentional act
- d. a storm or flood caused by weather events.

We'll apply an additional excess of \$1,000 in the event of a claim for **loss** to your **house** while your **house** is **unoccupied** for more than 90 consecutive days.

This limit on your cover and the additional **excess** do not apply if you've told us your **house** is a holiday home and this is shown on your **Certificate of insurance**.

Please call us immediately if you know your **house** will be **unoccupied** for more than 90 days and we may agree to provide further cover. If further cover is agreed, we may add additional terms and conditions while the **house** is **unoccupied**, and an additional **excess** may apply.

We do not cover houses with other insurance.

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

What your house can be used for.

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

Your policy includes automatic benefits

Your policy also covers you for the benefits listed below.

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

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your **Certificate of insurance**.

Damage caused by a natural hazard.

The premium you pay for this policy includes a levy that we pay to the Natural Hazards Commission Toka Tū Ake under **NHCover**. This levy covers your **house** for damage caused by a **natural hazard** up to a limit the Commission sets. When the Natural Hazards Commission pays under **NHCover** for damage caused by a **natural hazard**, and that damage is covered under this policy, we'll pay for the cost of repairing or replacing loss above this limit.

If parts of your **house** suffer damage caused by a **natural hazard**, but that damage is not covered by **NHCover**, we'll pay for their repair or replacement. This includes any **garden retaining walls** or **special features** listed on your **Certificate of insurance**.

Limits.

If your **house** suffers damage caused by a **natural hazard**, you must claim for **NHCover** first.

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

We apply an additional \$5,000 **excess** for claims for damage caused by a **natural hazard** to any driveway, path, fence, swimming or spa pool.

We do not cover:

1. any amount the Natural Hazards Commission legally refuses to pay
2. any **excess** or deduction under **NHCover**.

Deliberate damage.

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

Limits.

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

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

This benefit does not apply where the automatic benefit Methamphetamine decontamination on **page 14** applies.

Demand surge protection.

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

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

Limits.

The most we'll pay is the lesser of:

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

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

Where this benefit applies, the automatic benefit Extended sum insured for fire on [page 11](#) does not apply.

Extended sum insured for fire.

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

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

Limits.

The most we will pay is the lesser of:

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

This benefit does not apply to fire following a **natural hazard**.

Where this benefit applies, the automatic benefit Demand surge protection on [page 11](#) does not apply.

Hidden gradual water damage to your house.

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

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

The pipe, hose or tank must:

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

Limits.

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

This benefit only applies if:

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

We do not cover:

1. the cost of locating and repairing the leak
2. a leak in a shower base, shower recess or shower cubicle

This benefit does not apply after your **house** has been **unoccupied** for more than 90 consecutive days.

House under minor alteration.

We'll cover:

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

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

We pay this benefit in addition to your **sum insured**.

Limits

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

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

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

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

Landlord's whiteware and window coverings.

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

Landlord's whiteware and window coverings are limited to:

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

We pay this benefit in addition to your **sum insured**.

Limit.

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

Landscaping.

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

1. fire, or
2. impact from a vehicle

where a claim is accepted by us.

We pay this benefit in addition to your **sum insured**.

Limit.

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

Liability protection.

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

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

We pay this benefit in addition to your **sum insured**.

Limits.

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

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

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

Loss of rent for damage to your house.

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

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

Limits.

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

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

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

Loss of rent for other reasons.

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

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

Limits.

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

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

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

Methamphetamine decontamination.

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

The damage must be due to:

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

Limits.

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

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

If damage has been caused by fire, we'll pay the costs to repair or replace that damage up to the **sum insured** or if applicable, the limits in the automatic benefit Extended sum insured for fire on [page 11](#).

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

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

This benefit only applies if the **house** is rented to a tenant at the time the contamination occurs. You and/or any person responsible for managing your **house** must comply with the obligations set out in the section You have Landlord obligations under this policy on [page 7](#) before we accept any claim under this benefit.

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

Excess.

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

One event – one excess.

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

Sustainability upgrade.

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

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

We pay this benefit in addition to your **sum insured**.

Limit.

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

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

What you're not covered for

These are your policy exclusions.

Your policy does not cover liability for:

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

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

1. **ACC personal injury**
personal injury where cover is provided to any extent under the Accident Compensation Act 2001 or any amendment or replacement Act.
2. **Animals**
any domestic pet pecking, biting, clawing, scratching, tearing or chewing your **house**, or damage caused by their urine or excrement. This exclusion does not apply to damage caused by another animal (except insects, vermin or rodents) that becomes accidentally trapped inside your home.
3. **Business activities**
any activity for financial return when using your **house** as a business premises. This exclusion does not apply to rental income where your **house** is occasionally rented out or where you use a part of your **house** as a home office (whether for profit or not).
4. **Confiscation by an authority**
confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority unless it is to prevent **loss** covered by this policy.
5. **Controlled drugs pollution or contamination**
the pollution or contamination of your **house** by the manufacture, storage, use, consumption or distribution at your **house** of 'precursor substances' or a 'controlled drug' as defined in the Misuse of Drugs Act 1975 or any amendment or replacement Act, other than the cover provided by the automatic benefit Methamphetamine decontamination on [page 14](#)
6. **Criminal and reckless acts**
any criminal or reckless act or omission by you or anyone who normally lives at or is lawfully at your **house**.

7. **Damage caused by Natural hazards**
damage caused by **natural hazards**, other than the cover provided in the automatic benefit Cover for damage caused by a natural hazard on [page 10](#).
8. **Damage while unoccupied**
damage caused while your **house** is left **unoccupied** for more than 90 consecutive days, other than the cover provided in the section We provide limited cover while your house is left unoccupied on [page 9](#).
9. **Deliberate damage by anyone**
deliberate damage caused directly or indirectly by you or anyone who normally lives at, or is lawfully at your **house**, other than the cover provided by the automatic benefits Loss of rent for other reasons on [page 13](#) and Deliberate damage on [page 10](#). This exclusion does not apply to deliberate damage by fire by tenants or their guests.
10. **Fines and damages**
aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders other than the cover provided in the automatic benefit Liability protection on [page 13](#).
11. **Hydrostatic pressure to assets in the ground**
hydrostatic pressure to assets like swimming pools, spa pools, water or waste tanks.
12. **Natural hazard damage**
natural hazard damage other than the cover provided in the automatic benefit Natural hazard damage cover on [page 10](#).
13. **Nuclear and radiation risks**
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
14. **Stand-down periods**
 - a. **72-hour stand-down**
any storm, flood, wildfire, tsunami, volcanic activity or landslide that occurs within 72 hours of the start date of your policy.
 - b. **Named cyclone stand-down**
any cyclone or ex-tropical cyclone that had been named before the start date of your policy.

The Stand-down periods exclusions also apply to the effective date of any change you made to existing policy terms. Previous policy terms and conditions, including **sum insured** and **excess**, will apply to any **loss** or damage that occurs within the stand-down periods set out above.

The Stand-down periods exclusions do not apply if this policy started immediately after another policy that covered these risks.

The Stand-down periods exclusions do not apply if the policy was taken out at the same time you purchased the **house**.
15. **Soil changes**
settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.
16. **Subsidence, erosion and landslide**
subsidence, erosion or underground water pressure or landslide, other than the cover provided for landslide in the automatic benefit Damage caused by a natural hazard on [page 10](#).
17. **Theft**
theft by you or anyone who normally lives at or is lawfully at your **house**.

18. **Unrepaired damage**

any **loss** to your **house** that has not been repaired at the time this policy commences.

19. **Vibration to buildings and land**

vibration, removal or weakening of support from either the land or buildings.

Your policy does not cover any claims for:

1. **Cleaning and repairing your house**

any process of cleaning, repairing, restoring or renovating where inappropriate or unsuitable methods or materials are used. This exclusion only applies to the property that has undergone that process.

2. **Faults and defects**

a. the cost of remedying or repairing any structural defect, inherent fault, defective, substandard or faulty workmanship

b. water or dampness entering your **house** because of any structural defect, defective design, defective materials or defective workmanship of the **house**.

3. **Gradual damage**

gradual deterioration including damage arising from or involving action of micro-organisms, atmospheric or climatic conditions, corrosion, fungi, rust, rot, mildew, mould, smoke or particles. This does not apply to the cover provided by the automatic benefit Hidden gradual water damage to your house on [page 11](#).

4. **Insects and pests**

damage caused by insects, pests, rodents, lizards, vermin (other than possums), marine growth or marine borers.

5. **Mechanical or electrical breakdown**

mechanical or electrical equipment (and their parts) breaking down, failing or wearing out unless they've burnt out as a direct result of an **accidental** and external force.

6. **Renovations and alterations to your house**

any renovations, alterations or structural additions to your **house**, other than the cover provided in the automatic benefit House under minor alteration on [page 12](#).

7. **Wear and tear**

wear and tear.

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

Your policy excludes cover for communicable diseases.

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

This exclusion also applies:

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

Your policy excludes cover for cyber loss.

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

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

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

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

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

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

This exclusion does not apply to **loss** or damage to your property insured under this policy caused by fire or explosion directly resulting from a **cyber incident**, unless that **cyber incident** arises out of or in connection with a **cyber-attack**, including controlling, preventing, suppressing, or remediating any **cyber-attack**.

Your policy excludes cover for war and terrorism.

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

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

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

You have certain responsibilities

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

1. You must be honest and fair with us. All your statements made to us, including in your application, made while this policy is in force and made in relation to any claim must be honest, correct and complete.
2. You must tell us immediately if:
 - a. your **house** is no longer in the rental market, or becomes a holiday home
 - b. your **house** has been or will be **unoccupied** for more than 90 days
 - c. anyone starts to use or live in your **house** for any business purpose
 - d. you make any structural alterations to your **house**
 - e. anyone identifies your property as being at risk from a **natural hazard** or disaster, such as flooding, landslides, geothermal activity, erosion or subsidence
 - f. any information about your property's risk from a **natural hazard** or disaster, such as flooding, landslides, geothermal activity, erosion, or subsidence results in changes in the Land Information Memorandum (LIM) or similar document.
3. You must tell us immediately if you or anyone who normally lives at the **house**:
 - a. commits, is charged with, or is convicted of any criminal offence
 - b. has a claim declined or a policy avoided
 - c. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

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

We may cancel your policy if, in our opinion, there is a substantial change in risk.
4. You and any person in charge of your **house** with your permission must:
 - a. take reasonable care to protect and maintain your **house** and to avoid legal liability, and
 - b. ensure that your **house** is securely locked, including all windows and doors, when unattended.
5. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date for payment, we may cancel this policy (effective from the first day of the period that the unpaid premium relates).
6. We reserve the right to apply claims monies owed to you to any unpaid premiums.

If you do not comply with your responsibilities under this section, You have certain responsibilities on **page 20**, we can take any actions described in that section, including declining any claim (and recovering any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, it will be treated as if it had never been taken out. We will avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

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

How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim. Call us on **0800 639 520** or go to **Westpac One** to make a claim online.

You have certain responsibilities at claim time.

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

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

Before you lodge your claim.

You must:

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

Once you've lodged your claim.

You must:

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

After we've accepted your claim.

You must:

14. Cooperate fully in any action we take to recover money from other parties involved in your claim.
15. Let us take over for our own benefit and settle any legal right of recovery you may have.
16. Tell us if any person is ordered to make reparation to you for any **loss** or cost that was part of the claim. Reimburse us for that payment as soon as you receive any reparation.
17. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

At any time:

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

If you do not comply with your responsibilities under this section, You have certain responsibilities at claim time on **page 21**, we can decline any claim (and recover any claims payment already made) or cancel or avoid this policy.

If we cancel your policy the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any **unused premium**.

If we avoid your policy, it will be treated as if it had never been taken out. We will avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

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

How we'll look after your claim.

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

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

What excesses you may need to pay.

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

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

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

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

How we'll settle your claim.

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

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

If the automatic benefit Extended sum insured for fire on [page 11](#) applies, the maximum per event that we'll settle your claim for is the sum insured shown on your **Certificate of insurance** plus up to a further 20% of your **sum insured**.

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

Economic repair.

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

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

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

Uneconomic repair.

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

1. We'll, at our option, choose one of the following:
 - a. replace your **house** at the **situation**, or
 - b. pay you for the actual **replacement cost**, as those costs are incurred by you, to replace your **house** at the **situation**, or
 - c. pay you in cash the estimated **replacement cost** to replace your **house** at the **situation**.
2. If we choose to pay you for the actual **replacement cost**, as those costs are incurred by you, you may choose one of the following options instead:
 - a. you may be paid for the actual **replacement cost**, as those costs are incurred by you, to replace your **house** at another site in New Zealand (excluding demolition and removal of debris costs unless actually incurred). This is provided the cost is not more than the estimated **replacement cost** of replacing your **house** at the **situation**
 - b. you may be paid the lower of the actual cost of buying another **house** in New Zealand, including necessary legal and associated costs (excluding the value of the land) or the **sum insured**. This is provided the cost is not more than the estimated **replacement cost** of replacing your **house** at the **situation** (excluding demolition and removal of debris costs unless actually incurred)
 - c. you may receive a cash payment based on the **current replacement value** of your **house**, as assessed by us, excluding demolition and removal of debris costs unless we agree otherwise.

3. If it is not legally or practically possible to replace your **house** at the **situation**, (including, for example, because of local authority laws, or the circumstances surrounding the land) then we'll, at our option:
 - a. pay you for the actual **replacement cost**, as those costs are incurred by you, to replace your **house** at an alternative site in New Zealand, or
 - b. pay you the amount to buy another **house** in New Zealand, including necessary legal and associated costs (excluding the value of the land), or
 - c. pay you a cash payment based on the **current replacement value** of your **house**, excluding demolition and removal of debris costs unless we agree otherwise.

We'll do this provided the cost of any of these options is not greater than the estimated **replacement cost** of replacing your **house** at the **situation** or the **sum insured**.

4. If you choose to sell your **house** and land without our prior agreement, your settlement options will be limited, and you may choose from one of the following options instead:
 - a. we'll pay you the lower of either the amount to buy another **house** in New Zealand, including necessary legal and associated costs (excluding the value of the land), or the **sum insured**
 - b. you receive a cash payment based on the **current replacement value** of your **house**, excluding demolition and removal of debris costs unless we agree otherwise.

We'll do this provided the cost of these two options is not greater than the estimated **replacement cost** of replacing your **house** at the **situation** or the **sum insured**.

In all cases:

1. We'll pay, where necessary:
 - a. the reasonable extra cost of complying with local authority laws and regulations when repairing or replacing the damaged parts of your **house**. This is provided those damaged parts complied with local authority laws and regulations at the time they were built or altered
 - b. the reasonable architects', engineers' and surveyors' fees necessary for the repair or replacement, provided they are authorised by us before they are incurred
 - c. the reasonable cost of demolition and the removal of debris including debris that directly caused the **loss** and including the contents unless specifically excluded.
2. Where we've paid the demolition and removal of debris costs, we retain any salvaged property.
3. If you pay your premium by instalments and your **house** is uneconomic to repair, you must pay the rest of the annual premium before we settle your claim.
4. We reserve the right to apply any claims monies owed to you to pay any unpaid premiums.
5. If we've been notified of a financial interest in your **house**, we're obliged to make any cash payment to the interested party (for example, a mortgagee) up to the amount of its interest. This payment counts towards meeting our obligations under this policy.
6. We'll use building materials and construction methods commonly used at the time of the repair or replacement.

7. We will not:

- a. pay more than the **sum insured** shown on your **Certificate of insurance**, unless the cover provided in the automatic benefit Extended sum insured for fire on **page 11** applies
- b. pay any extra cost of repairing or replacing any part of your **house** caused by that part not having a legally required building consent when it was built, or that part being built contrary to the building consent issued
- c. pay for repairing or replacing any part of your **house** that has not suffered **loss**
- d. pay for any neighbouring property's share where you jointly own property such as retaining walls, fences, gates or driveways
- e. pay the cost of repair or replacement beyond what is reasonable, practical or comparable with the original when built or renovated, other than the cover provided in the automatic benefit Sustainability upgrade on **page 15**
- f. repair or replace your **house** exactly to its previous condition.

Assignment.

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

Other important information

You can cancel this policy.

You can cancel this policy by notifying us through Westpac One or phone. We'll refund the unused portion of your premium.

Free look period.

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

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

We can cancel this policy.

We can cancel this policy at any time by notifying you in writing. The cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. We'll refund any **unused premium**.

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

1. What your responsibilities are on [page 20](#)
2. What your responsibilities are at claim time on [page 21](#)

If we cancel or avoid your policy, we'll refund any **unused premium**.

Making changes to this policy.

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

We can alter the terms of this policy at any time if, in our opinion, there is a substantial change in risk. We'll give you at least 7 days' notice of this change.

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

Other parties with a financial interest.

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

This policy is under New Zealand law.

New Zealand has jurisdiction.

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

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

New Zealand currency and taxes apply.

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

How we'll communicate with you.

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

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your physical or email address.

We're here to help.

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

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

If you would like more information check out tower.co.nz/contact-us/complaints

Glossary

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

Accidental

Unintended and unexpected by you.

Bodily injury

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

Certificate of insurance

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

Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another where:

1. the substance or agent includes, but is not limited to, any virus, bacterium or parasite or other organism or any variation of such, whether deemed to be living or not, and
2. the method of transmission, whether direct or indirect includes, but is not limited to,
 - a. airborne
 - b. bodily fluid
 - c. from or to any surface or object
 - d. solid, liquid or gas, or
 - e. between organisms, and
3. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer system

Any of the following things:

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

Contamination damage

Physical damage caused by **methamphetamine** that exceeds the **contamination level**.

Contamination level

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

Current replacement value

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

Cyber-attack

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

Cyber incident

Any of the following things:

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

Data

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

Excess

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

Garden retaining walls

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

House

As defined under What your house policy does and does not cover on [page 8](#) of this policy.

Loss

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

Methamphetamine

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

Natural hazard

An earthquake, landslide, volcanic activity, hydrothermal activity, tsunami or natural hazard fire as these terms are defined in the Natural Hazards Insurance Act 2023 or any amendment or replacement Act.

NHCover

Natural hazards cover for damage caused by a **natural hazard**, as provided in respect of residential buildings under the Natural Hazards Insurance Act 2023 or any amendment or replacement Act.

Period of insurance

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

Repair cost

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

Replacement cost

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

Situation

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

Special features

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

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

Sum insured

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

Sustainable products

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

Time-element loss

Time-element loss means business interruption, contingent business interruption or any other consequential losses.

Uninhabitable

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

Unoccupied

No-one stays in the house overnight.

Unused premium

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

We're here to help



0800 639 520



westpac.co.nz/insurance



Visit in branch

