

# Trade Me Insurance

House Plus cover



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# Welcome to Trade Me Insurance.

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

This is your **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 what you're covered for.

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

## 1. Start here

These are the basics of your policy.

## 2. These are your benefits

What you're covered for – page 11.

## 3. Responsibilities and exclusions

What you must do, and what isn't covered – page 18.

## 4. Making a claim

Information about making your claim with us – page 26.

## 5. Other stuff

This is important too, like what to do if you have a concern – page 34.

## 6. Glossary

Some words have special meanings – page 37.

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



**WriteMark®**  
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.

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 8** of this document.

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

	Plus cover	Landlord's plus cover
Basis of settlement	✓ Replacement to sum insured	✓ Replacement to sum insured
Liability protection	✓ \$20m	✓ \$20m
Bodily injury	✓ \$100,000	✓ \$100,000
Damage caused by a natural hazard	✓	✓
Demand surge protection	✓ 10%	✓ 10%
Extended sum insured for fire	✓ Sum insured plus 20%	✓ Sum insured plus 20%
Garden retaining walls	✓ \$25,000	✓ \$25,000
Glass breakage reduced excess	✓ \$200 excess	✗
Hidden gradual water damage to your house	✓ \$2,000	✓ \$2,000
House under minor alteration	✓ \$20,000	✓ \$20,000
Keys and locks lost or stolen	✓ \$1,000	✗
Landscaping	✓ \$2,000	✓ \$2,000
One event – one excess	✓	✓
Stress benefit lump sum payment	✓ \$1,000	✗

	Plus cover	Landlord's plus cover
Sustainability upgrade	✓ \$15,000	✓ \$15,000
Temporary accommodation	✓ \$25,000	✗
<b>Landlord's benefits</b>		
Deliberate damage	✗	✓ \$20,000
Landlord's whiteware and window coverings	✗	✓ \$20,000
Loss of rent for other reasons	✗	✓ 8 weeks
Loss of rent for damage to your house	✗	✓ 8 months
Methamphetamine decontamination	✗	✓ \$30,000
<b>Optional benefits</b>		
Garden retaining walls	✓ Sum insured	✓ Sum insured
Special features	✓ Sum insured	✓ Sum insured

# How your policy works

Your Trade Me Insurance House 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're covered for and what your responsibilities are.

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

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

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

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if you have any questions please email us at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz)

## Words with special meaning

In this policy some words have a special meaning.

### 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.

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 please email us at [team@trademeinsurance.co.nz](mailto:team@trademeinsurance.co.nz)

Some other words also have a special meaning, for example, '*loss*'. We've put those words into italics so they're easy to find. You can find out what those words are and what they mean in the **Glossary on page 37**.

# 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 on 0800 950 145

2

- Check your policy wording
- Collect any documents required and provide them to us
- Start an inventory of *losses*
- Go online to [trademeinsurance.co.nz](http://trademeinsurance.co.nz) 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 your 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 possible

## What your house is insured for

### Your house is covered for loss.

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

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

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

## What your house policy does and does not cover

### ✓ What we cover

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

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



9. retaining walls essential for the building or positioning of your domestic buildings
10. *garden retaining walls* up to \$25,000 in total.

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

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

## What we do not cover

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

1. floor coverings not permanently fixed or glued in place
2. drapes and blinds
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:

1. a *natural hazard*
2. a fire resulting from a *natural hazard*
3. a fire that is not related to or started by any deliberate or intentional act
4. 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're covered for that same *loss*, damage or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy.

## What your house can be used for

Your *house* is insured for the type of use recorded on your *certificate of insurance*. If the way you use your *house* changes, for example, you rent it out or you run a business from it, please contact us immediately to let us know. We have landlord and business policies specifically designed for these types of use.



## 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 set by them. 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*.

## 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 12 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'll 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 12** does not apply.

## Glass breakage reduced excess

We'll cover breakage to permanently installed glass in your *house*.

If your claim is only for glass breakage, your *excess* will be \$200.

## 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.

## Keys and locks lost or stolen

We'll pay to replace your *house* keys or locks, or change *house* key codes, if during the *period of insurance*:

1. they're lost
2. they're stolen
3. you have reasonable grounds to believe they have been illegally duplicated without your permission
4. you have reasonable grounds to believe that the combination number or electronic key codes may have become known to someone else without your permission.

We'll also pay to open any safe in your *house* following theft or *loss* of the keys or combination.

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

Any claim made only under this benefit will be *excess-free*.

### Limits

This benefit does not apply if you've told us your *house* is a holiday home.

We'll pay your reasonable costs up to \$1,000.

## 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 of replacement 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.

### 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'll only pay one *excess*. The *excess* that you pay will be the higher of those *excesses*.

### Stress benefit lump sum payment

We'll pay you a lump sum for the stress caused to you if your entire *house* is destroyed.

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

### Limit

We'll pay a maximum of \$1,000 for each event as soon as we've accepted your *house* claim.

### 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*.

## Temporary accommodation

We'll pay your temporary accommodation expenses if your *house* becomes *uninhabitable* due to *loss* that is covered under this policy.

We'll also cover the costs of temporary accommodation where your *house* is habitable but you're prevented from accessing it by order or direction of government or local authorities.

The benefit includes kennel or cattery fees for your domestic pets.

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

## Limits

This benefit does not apply if:

1. you've told us your *house* is a holiday home
2. your *loss* is being claimed under the automatic benefit  
**Hidden gradual water damage to your house on page 13**
3. your *house* was *unoccupied* for more than 90 consecutive days when the *loss* occurred.

We'll pay your reasonable costs up to a maximum of \$25,000 for each event.

We'll only pay temporary accommodation until the first of:

1. repairs to your *house* have been completed
2. we've paid your *house* claim
3. you've regained access to your *house*.

If we're already providing temporary accommodation and there are further events that you could claim for, we'll only pay for one event.

If you have this benefit with us under any other policy then we'll only pay under one policy.



## What you're not covered for

### These are your policy exclusions

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

1. Asbestos  
where such liability directly or indirectly arises out of, results from or is a consequence of, or in any way involves asbestos, or any materials containing asbestos in whatever form or quantity.
2. Bodily injury  
*bodily injury* to you.
3. Consequential losses  
consequential losses of any kind including loss of use, enjoyment, value, or income.
4. Liability that you've agreed  
liability that arises only because you've agreed to take liability upon yourself.
5. Vehicles, watercraft and aircraft you own  
the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements or mobility scooters), trailer, caravan, watercraft, aircraft or other airborne devices.
6. Your 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.
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 from natural hazard  
Damage from *natural hazards* other than the cover provided in the automatic benefit **Damage caused by a natural hazard on page 11**.

8. Deliberate damage by anyone  
deliberate damage caused directly or indirectly by you or anyone who normally lives at, or is lawfully at your *house*. This exclusion does not apply to deliberate damage by fire by tenants or their guests.
9. 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 10**.
10. Fines and damages imposed by the courts  
aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders other than the cover provided under the automatic benefit **Liability protection on page 15**.
11. Hydrostatic pressure to assets in the ground  
hydrostatic pressure to assets like swimming pools, spa pools, water or waste tanks.
12. Nuclear and radiation risks  
nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.
13. Soil changes  
settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.
14. 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  
a cyclone or ex-tropical cyclone that has been named before the start date of your policy.

The Stand-down periods exclusions also apply to any change you make to an existing policy within the above 72-hour stand-down or named cyclone stand-down period. Previous policy terms and conditions, including *sum insured* and *excess*, will apply to any claim.

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. Subsidence, erosion and landslip  
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 11**.
16. Tenanted properties  
your *house* if it becomes a dedicated tenanted property that you do not use personally. We have a landlord's policy that is specifically designed to protect rental properties.
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 starts.
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 under the automatic benefit **Hidden gradual water damage to your house on page 13.**

4. Insects and pests  
damage caused by insects, pests, rodents, lizards, vermin (other than possums), marine growth or marine borers.
5. Mechanical or electrical breakdown  
mechanical or electrical equipment (and their parts) breaking down, failing or wearing out unless they've burnt out as a direct result of an *accidental* and external force.
6. Renovations and alterations to your *house*  
any renovations, alterations or structural additions to your *house*, other than the cover provided under the automatic benefit **House under minor alteration on page 14.**
7. Wear and tear  
wear and tear.

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

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

Your policy does not cover any *loss*, *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'll 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, through, in consequence directly or indirectly of, or claim for:

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

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



## You have certain responsibilities

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

1. You must be honest and fair with us. All your statements 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* becomes tenanted, or becomes a holiday home
  - b. your *house* has been or will be *unoccupied* for more than 90 days, unless you've told us your *house* is a holiday home and this is shown on your *certificate of insurance*
  - 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 any claims monies owed to you to any unpaid premiums.
7. If you occasionally let your *house*, or any part of your *house*, short-term (no more than eight consecutive weeks at a time) you must:
  - a. ensure the *house* is cleaned and inspected for *loss* following each rental before any bond is released, and
  - b. make a claim for *loss* you discover with any accommodation booking service you used before you can claim under this policy.

If you do not comply with your responsibilities under this section, **You have certain responsibilities on page 24**, we can take any of the 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'll 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'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll 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.

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

### You have certain responsibilities at claim time

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

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

### Before you lodge your claim

You must:

1. Inform the Police if it appears 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 26**, we decline your claim (and recover 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'll 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'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll 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're responsible for. The *excess* applies to each event resulting in a claim.

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

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

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

## How we'll settle your claim

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

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

If the automatic benefit **Extended sum insured for fire on page 12** 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 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'll 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 12** 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 16**
  - 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 online or by phone or email. 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. **You have certain responsibilities on page 24**
2. **You have certain responsibilities at claim time on page 26**

If we cancel or avoid your policy, we'll refund your *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 seven 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 email address.

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

You must tell us if you change your email address.

## **Talk to us if you have a concern**

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

Often a quick conversation with us can help straighten things out. But, every now and then, 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 [info.trademeinsurance.co.nz/contact-us](http://info.trademeinsurance.co.nz/contact-us)



# Glossary

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

## Accidental

Unintended and unexpected by you.

## Bodily injury

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

## Certificate of insurance

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

## Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another 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, transmission that is:
  - 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.

### 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.

### **Natural hazard**

An earthquake, landslide, volcanic activity, hydrothermal activity, tsunami or a 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. Cover ends at 11:59pm on the last day shown on your *certificate of insurance* or at the effective time of cancellation.

### **Repair cost**

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

**Replacement cost**

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

**Situation**

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

**Special features**

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

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

**Sum insured**

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

**Sustainable products**

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

**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).

Call us on  
**0800 950 145** or visit  
**[trademeinsurance.co.nz](https://www.trademeinsurance.co.nz)**