

**BasicPlan**  
Home

Basic

**vero** 

Policy  
Document

We would like to make sure you are aware of all your entitlements under this policy, so please read this document carefully. After you have read it, please contact your Vero office or your insurance adviser if you would like further information.

welcome to  
**BasicPlan**

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# Introduction and agreement

Your insurance contract consists of three parts:

1. this pre-printed policy document;
2. the personalised *schedule*, with details of the cover which applies to *you*. (The policy *schedule* is updated from time to time as changes are made to *your* cover. Any changes to the standard cover in this policy will be noted on the *schedule*); and
3. the proposal or application form.

## What you are insured for

We agree to insure *you* jointly for loss, damage or destruction occurring in New Zealand during any period of insurance for which we accept a *premium* resulting from:

1. fire explosion or lightning;
2. storm or flood;
3. burglary or theft;
4. riot, civil commotion, strikes or labour disturbance;
5. malicious damage or vandalism;
6. escape of water or oil from any domestic water or heating equipment or reticulation installed in the *home*;
7. opossums entering the *home*;
8. collision or impact by vehicle or animal;
9. burning out by electrical current;
10. the freezing of any plumbing installation in the *home* other than installations outside or in any outbuilding or detached garage;
11. accidental breakage of any pipes cables and underground tanks providing service to or from the *home*; and
12. accidental breakage of fixed glass or sanitaryware forming part of the *home*.

## **We will at our option pay**

1. where the *home* is insured for **indemnity value** the *indemnity value* of the *home* but in no case more than the *indemnity* sum insured; or
2. where the *home* is insured for **replacement**:
  - a. the **cost incurred in rebuilding or repairing the damaged portion of the property** using currently equivalent building materials and techniques to a condition no more extensive, nor better than its condition when new, but limited to the sum insured in the *schedule*; or
  - b. the *indemnity value* should you not rebuild or repair within a reasonable time but limited to the sum insured in the *schedule*.

## **Provided that:**

- i. the maximum payable for replanting of hedges or shrubs is \$1,000;
- ii. where the *home* is insured for replacement value the maximum payable for electric motors over 10 years of age is the *indemnity value* of the motor;
- iii. for swimming and spa pool liners the maximum payable is the *indemnity value*; and
- iv. in all claims for floor coverings cover is limited to the room or rooms in which the loss or damage occurs.

## **Fees and clearance costs**

### **We will pay:**

1. within the sum insured, costs of clearing the building site or demolition of the damaged portion of the *home* and the removal of debris of contents from the *home*, and in addition;
2. within the sum insured architects, surveyors, consultants and legal fees to reinstate or repair the *home*;

incurred with *our* prior consent following any loss insured by this policy.

## **Authorities damage**

We will within the sum insured pay for damage to the *home* caused by government or local authorities in order to prevent loss or damage covered by this insurance subject to the terms and exceptions of this policy.

## **Statutory requirements**

As part of rebuilding the *home* we will, within the sum insured, pay the extra costs of reinstatement or repair of the damaged portion of the *home* needed solely to comply with any statute or local body regulation provided that notice of such had not been served on *you* before the damage occurred.

## **Property owners' liability**

We will indemnify *you* up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with *our* consent) for any one event occurring in New Zealand for *your* legal liability for negligence arising from *your* ownership of the *home* and its land resulting in accidental damage to property but excluding:

1. liability for damage to property belonging to *you* or under *your* control; and
2. liability arising out of:
  - a. any business, profession or employment;
  - b. the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft or watercraft; and
  - c. any agreement unless liability would have existed despite such agreement.

We will not cover *you* for the cost of defending any legal proceedings brought under the jurisdiction of any court outside of New Zealand or for any damage or costs awarded.

### **Automatic reinstatement of cover**

We will not reduce cover by the amount of any claim provided *you* carry out all reasonable recommendations *we* make to prevent further loss and pay any additional *premium* required.

### **Loss of rent**

Should the *home* be let by *you* to a tenant and it becomes uninhabitable due to an insured cause *we* will pay *you* for the loss of rent for the time the *home* is uninhabitable but not exceeding an amount equal to 15% of the sum insured, provided the *home* is made habitable within reasonable time.

### **Inflation protection**

For *your* protection the sum insured will be increased at each renewal in accordance with the estimated increase in consumer costs.

### **Natural disaster insurance**

Where indicated on the *schedule* as included, in the event of the *home* suffering damage caused by earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or fire resulting from any of these, *we* will pay:

1. the difference between the cost of reinstatement and the amount received by *you* under the Earthquake Commission Act 1993 and its amendments provided that:
  - a. the Earthquake Commission had accepted liability under the Act for the loss or damage;
  - b. *we* shall not be liable for any excess imposed by the Act; and
  - c. the total amount paid by *us* with the addition of the amount recoverable from the Earthquake Commission shall not exceed the amount that would be paid under the policy if the cause of loss was other than natural disaster; and
2. for loss or damage to any permanently installed swimming or spa pools, drains, pipes and cables, paths, driveways, garden walls (other than retaining walls) and tennis courts. Any payment for these items will be limited to a maximum of \$25 ,000 in any one period of insurance but limited to the additional natural disaster sum insured shown in the *schedule*.

### **30-day money-back guarantee**

If *you* are not satisfied with the cover provided by this insurance *you* may return the policy within 30 days of receiving it and where no claims have been made *you* will be given a full refund of any premium paid.

### **One excess per event**

Where a single event causes loss or damage to property or items insured by *you* with *us* under more than one insurance policy, only one *excess* shall apply. The amount of the *excess* shall be the highest *excess* applicable by any of the policies affected.

## You are not insured for

1. **The amount of the excess shown in the *schedule*** plus an additional \$100 in respect of any claim arising while the *home* is let to tenants other than you;
2. **Any loss or damage caused by:**
  - a. wear and tear, rot, corrosion, rust, gradual deterioration, mildew, insects, vermin (other than opossums) or other gradually operating cause;
  - b. mechanical or electrical breakdown or failure unless actual burning out occurs but always excluding lighting or heating elements fuses or protective devices or electrical contracts where arcing occurs in ordinary working; or
  - c. defect in design or inherent fault.

However this insurance will cover any resulting loss or damage provided it is not also excluded;

3. **Any loss or damage caused by:**
  - a. defect in workmanship or any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such a process;
  - b. structural additions or alterations to the *home* unless we have been notified and agreed in writing;
  - c. vibration or removal of support;
  - d. damage to swimming and spa pools caused by hydrostatic pressure;

- e. discharge of liquid unless such discharge is sudden and accidental;
  - f. malicious acts, vandalism or theft by persons lawfully in the *home*; (however where the *home* is leased or rented this insurance will cover loss or damage from fire or explosion resulting from malicious acts or vandalism by tenants);
  - g. earthquake, landslip, hydrothermal activity, volcanic eruption, tsunami or fire resulting from any of these (except where cover is provided by the natural disaster insurance additional benefit), geothermal activity, subsidence, settling, ground heave, shrinkage, erosion or subterranean fire;
  - h. war, invasion act of foreign enemy, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, destruction or acquisition by government or local authorities; or
  - i. nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
4. **Any loss of damage to the *home* if uninhabited**  
for more than 30 consecutive days unless *we* have been notified and agreed in writing or the *home* is occupied as a holiday-home or weekend dwelling;
- 5 **Any loss or damage to the *home* while unattended**  
if normally used as a holiday-home or weekend dwelling unless:
- a. the *home* is kept in a tidy condition; and
  - b. all external doors and windows are kept locked; and
  - c. all papers and mail are collected regularly; and
  - d. the *home* is under regular supervision.

# Definitions

1. **You** or **your** means the insured person or persons named in the *schedule*.
2. **We, us** or **our** means Vero Insurance New Zealand Limited.
3. **Premium** is the consideration for the contract. This may mean the first *premium* or any subsequent renewal *premium*.
4. **Schedule** is the latest current policy *schedule*, expiry notice or insurance renewal issued to *you*.
5. **Excess** is the first amount of any claim that *you* must pay.
6. The **home** is the building of the house or residential property including any self-contained unit at the situation described in the *schedule* including:
  - a. permanently attached fixtures, fittings and their accessories other than carpets, blinds or drapes;
  - b. garages, greenhouses, domestic outbuildings, decks and terraces;
  - c. permanently installed swimming and spa pools;
  - d. service tanks, septic tanks, heating oil tanks, drains, pipes and cables;
  - e. driveways, footpaths, garden walls (other than retaining walls), tennis courts and other domestic improvements of a structural nature; and
  - f. aerials forming part of the building, gates, fences and hedges and shrubs;contained within the boundaries of the residential land or section. The *home* does not include any wharves, jetties, bridges, culverts or dams.
7. **Indemnity value** is the amount needed to put *you* back in the same financial position *you* were in immediately before the loss occurred. This is either:
  - a. the current market value of the *home* at the time of loss or damage; or
  - b. the cost of rebuilding or repairing the damaged portion of the *home* to a condition no better or more extensive than when new, less due allowance for depreciation and wear and tear.

## 1. Claims

- a. On the happening of any event which may give rise to a claim under the policy *you* must:
  - i. immediately notify *us* of such event;
  - ii. take all reasonable steps to minimise the extent of loss or damage;
  - iii. provide all proofs, detailed particulars, information and other evidence and otherwise give all possible assistance that *we* may require; and
  - iv. in the case of loss, theft or burglary or vandalism advise the police as soon as possible.
- b. *You* shall not, without *our* written consent, incur any expense or negotiate, pay, settle, admit or repudiate any claim.
- c. *We* shall be entitled at *our* expense and in *your* name to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim. *You* must provide all reasonable assistance and co-operation.
- d. Where a mortgagee or other party having a financial interest in the *home* has been noted losses may be payable to that party. This will meet *our* obligations under this contract.

## 2. Other insurance

This policy does not cover loss or liability where cover is already provided by other insurance. *We* will not contribute towards any claim under any other policy.

## 3. Cancellation

*We* may cancel this policy at any time by sending a letter to this effect to *you* at *your* last known postal address. The cancellation will take effect at 4.00 pm on the 7th day after the letter has been sent. *You* may cancel this policy by giving written notice to *us*. *We* will refund 80% of the unexpired proportion of the *premium* subject to *our* retained premium being not less than \$50.

#### **4. Truth of statements and fraud**

The proposal or application form is the basis of this contract. All statements made by *you* or on *your* behalf either on the proposal form or otherwise in support of this policy or any claim must be true in all respects. If any claim under this policy is in any respect fraudulent all benefits will be forfeited.

#### **5. Breach of policy terms and conditions**

No claim shall be payable where any person entitled to any benefit under this policy breaches the policy terms and conditions.

#### **6. Duty of disclosure**

*You* must tell *us* everything that may be relevant to *our* decision to issue, renew or alter the policy.

#### **7. Change of circumstances**

*You* must tell *us* of any changes to any circumstances relevant to this policy as soon as *you* know about them.

#### **8. Care of insured property**

*You* must take all reasonable steps to prevent loss or damage and maintain the insured property in good repair.

#### **9. Instalment premiums**

Where *we* have agreed to accept payment of *premium* by instalments:

- a. *we* reserve the right in the event of a claim being made against the policy to require immediate payment of the balance of any *premium*; and
- b. all benefits under this insurance will be forfeited if any three consecutive fortnightly instalments remain unpaid or any two consecutive monthly instalments remain unpaid, or if any quarterly or half yearly payments remain unpaid 14 days after the due date of the instalment. Where any instalment is overdue but the policy has not been cancelled, any claim proceeds payable to *you* under this policy may be withheld by *us* until *you* have brought all instalments up to date.

## **10. Goods & Services Tax**

In the event of the total sum insured not being sufficient to reimburse *you* for *your* loss we will pay Goods & Services Tax (GST) in addition to the sum insured provided that the additional amount paid can be recovered. All other limits amounts or *excesses* shown are GST inclusive.

## **11. Sale and purchase**

If *you* have contracted to sell *your* interest in the *home* and the purchase is to be completed within 90 days of the making of such contract the purchaser shall be entitled to the benefit of this insurance where the *home* is not otherwise insured on their behalf without prejudice to either *your* or *our* rights and liabilities at the date of completion.

## **12. Contents of rented homes**

If the *home* is leased or rented to anyone but *you* any permanently fixed carpets, blinds and drapes where not otherwise insured will be covered within the sum insured for their *indemnity value* up to a maximum of \$5,000 in total, subject to an additional *excess* of \$100. In all claims for carpets, blinds and drapes cover shall be limited to the room or rooms in which the loss or damage occurs.

## **13. Landlord's contents**

When shown on the *schedule* this policy extends to insure landlord's furniture and appliances for their *indemnity value* up to the sum insured shown.

# HELP service - emergency assistance

HELP is a 24 hour, 7 day a week emergency service which Vero have negotiated as part of your insurance policy - at no extra cost.

With just one phone call you can sort out all the hassles which arise if you have an accident or disaster - even if no insurance claim is involved. Whatever the problem, ring HELP for practical advice and they'll locate the tradespeople or services you need. **The toll free number is 0800 800 786. We have also included a card inside this policy** for you to keep in a handy place and you'll always receive friendly, professional service from specially trained operators.

Ringling HELP costs you nothing. The advice is free, but you will have to pay if you ask for a tradesperson to call or for other services. Where the services are covered by your policy, you can claim back any bills paid, subject to the policy excess.

## How HELP can help you:

### **Convenience**

Instead of looking through the yellow pages for a plumber at 11 o'clock at night, HELP can organise a call out.

### **Quality**

All tradespeople are approved and monitored. Each call is followed up to ensure you are satisfied with the quality and cost of the service received.

### **Guaranteed response**

Our systems will guarantee that someone will actually arrive.

### **How do you qualify for HELP?**

HELP is automatically provided to all Vero house, contents or private motor vehicle policy holders (but not business cars or motorcycles). HELP is also available to members of your immediate family who live with you.

No matter which of the policies you have above you can use any of the HELP services provided.

### **Service available**

HELP provides a 24 hour referral to a comprehensive nationwide network of recommended service organisations and tradespeople.

So if you've got a problem with plumbing, a leaking roof, broken glass, replacement of locks or electrical faults, our operators can provide rapid assistance.

Advice is also available on our claims procedures, including the appointment of assessors and tips on how to minimise damage.

If your car is either stolen or involved in an accident you will have several immediate worries:

- **Transport** - a taxi home to or your destination;
- **Alternative accommodation** - if you are away from home;
- Call out of a **tow truck** and where to take your car following an accident;
- Urgent **message relay** to friends and relatives; and
- How to start the **claim procedure**.

HELP provides free access to a service which will advise and act on all of these concerns.

HELP also offers to arrange for you a host of other services - even when no insurance claim is involved:

- **Emergency call out service** - for such problems as flat batteries or keys locked in your car;
- **Medical referral service** - if you are away and want the name of a recommended local doctor, out of hours;
- **Travel support service** - rearranging bookings due to an unforeseen event;
- **Replacement of personal effects** following loss or theft away from home.

Remember, HELP is always available whether you are at home or miles away. HELP - a valuable addition to your policy from Vero.

**Add your policy number then detach the wallet card below for easy access to our 24 hour helpline.**

**help**

**24 hour**  
emergency assistance

**Policy Number:**

**0800 800 786**

**vero** 

Vero Insurance  
New Zealand Limited  
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