



# **Rental House Policy**

**FMG**  
Advice & Insurance

*FMG has been protecting the property and livelihoods of people up and down the country since 1905. We're 100% New Zealand owned and operated and are proud to be the country's only rurally-based insurance company around today.*

*You don't get to be over 100 years old without learning a thing or two; because we've worked closely with New Zealand communities over the years we can help find what works for you.*

*And we're still listening to what you're saying which is why we continually strive to improve our products and services, and why we have something to offer all New Zealanders. It's also why we focus on partnering with you to plan for the risks and challenges you face, not just the insurance you need to deal with them.*

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## *Introduction*

*Please take the time to read through these documents carefully because they form the insurance contract you have with us. Your policy certificate is particularly important because if there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that applies. Under this contract, we both have responsibilities to ensure everything runs smoothly. These are detailed as follows, and if there is anything that you don't understand, please contact us. The expiry date of your Policies is shown on the policy certificates. We will be in contact with you regarding renewal of your insurance around that time.*

## *Your Responsibilities*

*This FMG Policy has been provided to you based on your disclosure to us.*

If there is any material information which could relate to the cover provided under this Policy, you need to let us know. Please be aware that disclosure of material information will not necessarily affect your ability to obtain cover, but not informing us might result in you having no insurance at all. It is important that you:

- Please tell us all material information before the cover starts, even if we don't specifically ask about it.
- Please update us should anything about your circumstances change, both during the period of insurance and at renewal.

Cover under your Policy will not commence until you have paid, or have agreed to pay, the premium (including any charges) for the period of insurance. If your premiums are not paid on time, your insurance could be cancelled and you will not be insured.

It is essential that you:

- tell us of any errors in your documentation,
- contact us if there is anything you don't understand and would like explained more fully, and
- keep this Policy in a safe place along with your renewal notice(s).

This Policy contains some exclusions and these are detailed throughout the Policy. It is important that you read these and are aware of them.

This Policy also contains certain conditions and obligations that you must meet. If you don't, we may decline any claim you make. Any other person that is entitled to claim under this Policy must also meet these conditions and obligations.

# Welcome to FMG

## Our Responsibilities

*We agree to provide the cover set out in the Policy below that is shown on your certificate. Throughout the Policy certain important words are in bold type; please refer to the Definitions section for the specific meaning of these words.*

FMG is a member of the Insurance Council of New Zealand and, as such, we are bound by the Council's Fair Insurance Code. For a copy of the Code, please call us on 0800 366 466.

As you will be aware, the proposal you completed contains personal information relating to you and/or your business. We collect this information to enable us to fully evaluate your proposal and subsequently administer this Policy. We may require further information later on if you make a claim or wish to renew this Policy with us. The proposal you completed also authorises us to collect relevant information about you and/or your business from third parties, such as other insurers and insurance brokers.

However, we fully understand the importance of protecting your personal, commercial and financial information and therefore we will not share your information unless authorised to do so under the Privacy Act 1993.

Your information will be held securely by us, within our organisation, and you are entitled to access and correct the information you have provided, as set out in the Privacy Act 1993.

We are confident this Policy will be right for you. However, you may cancel this Policy within 30 days of the commencement date for any reason if you are not entirely happy. We will refund any premium you have paid provided you do not have a claim during this 30 day period.

## Your Feedback

*Your feedback enables us to identify opportunities to make our products and services even better. If you have any feedback – good or bad – we would like to hear from you.*

If you have a concern about something that has happened, tell us and we will investigate the issue quickly and inform you of the outcome, either by phone, in writing or by visiting you at a convenient time.

Similarly, if you have received exceptional service, we need to know about it in order to congratulate our team - so please let us know.

## How you can contact us

- Call us on **0800 366 466**
- Contact your local FMG manager
- Write to us at FMG, PO Box 1943  
Palmerston North 4440  
New Zealand
- Visit our website [www.fmg.co.nz](http://www.fmg.co.nz)
- Email us at [contact@fmg.co.nz](mailto:contact@fmg.co.nz)
- Fax us on **0800 366 455**

We agree to provide **you** with the insurance set out in this Policy, if this Policy is shown on the **certificate**.

## Insured Events

- Under this Policy **you** have cover for one of the following insured events:
  - accidental loss**: **You** are covered under Section 1 – Accidental Loss and Section 2 – Liability of this Policy,
  - accidental loss** caused by a defined event: **You** are covered under Section 1 – Accidental Loss of this Policy only, or
  - accidental loss** caused by fire only: **You** are covered under Section 1 – Accidental Loss of this Policy only.
- The insured events cover **you** have is shown on the **certificate**.

## Section 1 – Accidental Loss

### What you are insured for

- Your rental house** is insured for:
  - accidental loss**,
  - accidental loss** caused by a **defined event**, or
  - accidental loss** caused by **fire only**,as shown on the **certificate**.
- Your rental house** fittings and fixtures are insured for:
  - accidental loss**,
  - accidental loss** caused by a **defined event**, or
  - accidental loss** caused by **fire only**,as shown on the **certificate**, while:
  - they are temporarily removed from **your rental house** to anywhere in New Zealand, including transit within New Zealand, or
  - they are for sale anywhere in New Zealand, including in transit, within New Zealand.
- Your** building materials are insured for:
  - accidental loss**,
  - accidental loss** caused by a **defined event**, or
  - accidental loss** caused by **fire only**,as shown on the **certificate** after they have been newly purchased by **you** at the premises of a retailer and during transit to, and while, at **your rental house** provided they are to be permanently incorporated in **your rental house**.

## Additional Benefits

If **your rental house** is insured for **accidental loss**, **you** are automatically insured for the following benefits which are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit. If **your rental house** is insured for **accidental loss** caused by a **defined event** or **accidental loss** caused by **fire only**, **you** are insured for only the Replenishment Costs Additional Benefit.

### 1. Gradual Damage

- Your rental house** is insured for gradual damage during the **period of insurance** that is caused by the leaking of any internal water tank, internal water pipe, or waste disposal pipe or leaking at the immediate point of connection between a hidden internal water, or waste disposal pipe, and any household appliance, installed at **your rental house**. Gradual damage is only covered if **you**:
  - minimise the damage, and
  - prevent any further damage as soon as it is discovered.
- We** will pay the reasonable cost to repair the damage.
- We** will not pay for the costs of locating or repairing the leak.
- We** will pay up to \$5,000 for any one **event**.

### 2. Inflation Protection

- We** may adjust the amount of **your** insurance once a year, on renewal, to ensure that the amount of **your** insurance remains adequate given the level of inflation.
- If **we** adjust the amount of **your** insurance, **we** may also adjust **your** premium.

### 3. Landlord's Contents

- You** are insured for **accidental loss to landlord's contents** at the rental house, which occurs during the **period of insurance**.
- We** will pay these costs in addition to the total sum insured.
- The most **we** will pay for any one **event** is:
  - the reasonable cost to repair or replace them as nearly as practicable to the same condition they were in prior to the **loss**, or
  - their **present day value**, or
  - \$10,000,whichever is less.

# Your Rental House Policy

## 4. Landscaping

- (a) If **we** have accepted a claim for **accidental loss** to **your rental house**, **we** will pay the reasonable cost of reinstating any lawn, flowers, trees or shrubs damaged in the same **event**.
- (b) **We** will pay up to \$5,000 for any one **event**.

## 5. Locks and Keys

- (a) **You** are insured for the reasonable cost of replacing locks and keys (including electronic access cards and transponders, remote door openers, or any other equivalent device) that give access to **your rental house** if:
  - (i) they have been lost, damaged, stolen or duplicated, or
  - (ii) the combination number of an electronic keypad for external doors has become known to someone else, without **your** consent during the **period of insurance**, or
  - (iii) **you** have reasonable grounds to believe either of the above.
- (b) The **excess** does not apply to this Additional Benefit.

## 6. Loss of Rent

- (a) If:
  - (i) **you** have tenanted **your rental house**, and
  - (ii) **we** agree **your rental house** cannot be lived in because of **accidental loss** covered by this Policy, **we** will pay any rent, which **you** lose as a consequence.
- (b) **We** will pay:
  - (i) for the period reasonably required to make **your rental house** habitable,
  - (ii) up to the time repairs are completed, or
  - (iii) up to the time **we** have paid the claim on **your rental house**,whichever occurs first.
- (c) **We** will pay up to \$20,000 (or any higher amount shown on the **certificate**) for any one **event**.

## 7. Natural Disaster

- (a) **Your rental house** and **retaining walls** are insured for **accidental loss** caused by **natural disaster**.
- (b) If the **loss to your rental house** or **retaining walls** is also insured under the Earthquake Commission Act 1993 (EQ Cover):

- (i) **we** will pay only the difference between EQ Cover and the cover **you** have under this Policy, and
- (ii) **we** will not pay any excess under EQ Cover.
- (c) The combined total of what **we** pay and the EQ Cover pays must not exceed the amount of cover available for **your rental house** under this Policy for any one **event**.

## 8. Post Event Inflation

- (a) If the **certificate** shows that **your rental house** is insured for Nominated Replacement, and
  - (i) **we** have accepted a claim for **accidental loss** to **your rental house**, and
  - (ii) **your** claim is to be paid on the basis of an actual repair or rebuild of **your rental house**, and
  - (iii) a **natural disaster, flood** or **storm** has occurred in the district or region where **your rental house** is located causing widespread **loss** that has resulted in building costs increasing due to a statistically significant increase in demand, and
  - (iv) the actual cost to repair or rebuild **your rental house** is higher than the amount shown on the **certificate** for **your house** due solely to the increase in building costs described above, then **we** may, at **our** option, increase the cover available under this Policy.
- (b) The maximum additional amount **we** will pay under this benefit for any one **event** is 10% of the amount shown on **your certificate** for **your rental house**.

## 9. Removal of Debris

- (a) **You** are insured for the reasonable costs of removing and disposing of any tree that has fallen onto, and damaged **your rental house**, provided that:
  - (i) **we** have accepted a claim for the damage to **your rental house**, and
  - (ii) **we** will only remove the debris that is within **your section**.
- (b) **We** will pay up to \$1,000 for any one **event**.

## 10. Replenishment Costs

- (a) **You** are insured for the reasonable cost of replenishing **your** fire-fighting equipment after it has been used to protect **your rental house** from **loss** covered by this Policy.
- (b) **We** will pay up to \$5,000 for any one **event**.

#### 11. Retaining Walls

- (a) **You** are insured for **accidental loss to your rental house's retaining walls** during the **period of insurance**.
- (b) **We** will pay up to \$20,000 for one **event** for the costs of repairing or rebuilding **your retaining walls**. This sum is included in the total amount of cover available for **your rental house**.

#### 12. Septic Tanks

- (a) If, as a result of the rebuilding or repairs of **your rental house** on the original site, **your** undamaged septic tank needs to be rebuilt or replaced to connect to the rebuilt or repaired **rental house**, **we** will pay the reasonable costs of completing this work.
- (b) **We** will also meet the reasonable costs of ensuring that any changes made to the septic tank required under (a) above comply with Government or a Local Authority provided the tank complied with these requirements at the time it was built or altered.
- (c) This sum available under this benefit is included in the amount of cover available for **your rental house**.

#### 13. Sprinkler Installation

- (a) If the **certificate** shows that **your rental house** is insured for Replacement, and:
  - (i) it is totally destroyed,
  - (ii) **we** have accepted a claim for this **loss** under this Policy,
  - (iii) **your rental house** is rebuilt, and
  - (iv) **your rental house** did not have a sprinkler system.
- (b) **We** will pay the reasonable cost to install a domestic sprinkler system which complies with the relevant current New Zealand Standard for sprinkler systems for this type of building, up to \$10,000 for any one **event**.
- (c) This additional benefit shall comply with the terms of 'What we will pay' Clause 3. Replacement.

#### 14. Terrorism

- (a) **Your rental house** is insured for **accidental loss** (but not related costs or expenses) caused by any **terrorism** provided the **terrorism** is not connected in any way with:
  - (i) nuclear,
  - (ii) biological, or
  - (iii) chemical,weapons or substances (including **nuclear materials**), or contamination.

- (b) **We** will pay up to:

- (i) the amount shown on the **certificate**,
  - (ii) the cost to rebuild or repair **your rental house**, or
  - (iii) \$1,000,000,
- whichever is less, for any one
- event**
- .

#### 15. Unlawful Substances

- (a) **You** are insured for **loss to your rental house** resulting from **contamination** by an **unlawful substance** occurring during the **period of insurance** if **your rental house** is occupied by **your tenants** and provided that **your rental house** is insured with **us** when **you** claim under this benefit.

- (b) **We** will pay:

- (i) Up to \$25,000 for the cost of decontaminating **your rental house** during the **period of insurance**.

This includes:

1. the costs to test for **contamination** by an **unlawful substance** (where the results of the test prove that the level of contamination exceeds Ministry of Health Guidelines or Standards, effective and applicable during the **period of insurance**) and to certify that **your rental house** has been satisfactorily decontaminated,
2. the cost of decontaminating contents covered under the Landlord's Contents Additional Benefit.

- (ii) Up to the sum insured for **your rental house** for the cost to rebuild, or repair the damaged portion of **your rental house** as a result of fire or explosion during the **period of insurance** caused by the manufacture, storage, use or distribution of an **unlawful substance**.

- (c) If **your rental house** is contaminated by the **unlawful substance** methamphetamine, cover for decontamination costs is limited to decontaminating only those rooms of **your rental house** that exceed Ministry of Health Guidelines or Standards effective and applicable during the **period of insurance** and only to the extent required by these Guidelines or Standards.

- (d) It is a condition of this benefit that:

- (i) Once **we** have agreed to pay a claim under this benefit, cover under this benefit ceases until an industry approved contractor certifies that **your rental house** has been satisfactorily decontaminated.

# Your Rental House Policy

- (ii) **You** or the person who manages the **tenancy** on **your** behalf has:
    - 1. exercised reasonable care in selecting **tenants** including obtaining satisfactory written or verbal references, and
    - 2. completed internal and external inspections of **your rental house** at least every 6 months and when the occupancy changes, and
    - 3. kept a written record of each inspection, which must be provided to **us** if **we** request it.
  - (e) It is further noted that:
    - (i) Cover under this benefit triggers 'Accidental Loss' for the purpose of the Loss of Rent Additional Benefit.
    - (ii) **You** are not insured for **your** legal liability connected in any way with anything covered under this benefit.
- 2. to make any changes required by the Government or a Local Authority.  
However,
    - a. **your rental house** must have complied at the time it was built or altered, and
    - b. **we** only pay for changes to that part of **your rental house** which has suffered **loss** covered by this Policy,
  - 3. for architect, engineer and surveyor fees authorised by **us**, and
  - 4. to demolish and remove the debris (including contents).
- (ii) If **your rental house** needs to be rebuilt, **you** may, with **our** prior approval, rebuild on another site. However, **we** will not pay more than the reasonable cost that would have been incurred to rebuild on the original site.
  - (iii) The rebuilding, replacement or repair must be carried out within a reasonable period of time after the **loss**.
  - (iv) If:
    - 1. **we** consider that the relevant rebuilding or repairs ((a)(i) and (ii) above) cannot be carried out within a reasonable period of time after the **loss**, or
    - 2. there is shared ownership or joint responsibility between **you** and another party of any property subject to **loss**,**we** may, at **our** option, make a cash payment to **you** instead for the amount that **we** consider is reasonably required to meet the relevant costs based on the advice of an appropriately qualified party appointed by **us**.
- (b) If **you** choose to not rebuild, repair or replace **your rental house**, **we** will pay:
    - (i) the **present day value** of the damaged part of **your rental house**, and
    - (ii) the reasonable cost to demolish and remove the debris (including contents).
  - (c) **We** will pay up to the amount shown on the **certificate** for any one **event**.

## Optional Benefits

These Optional Benefits apply only if **you** have purchased them and they are shown on the **certificate**. These benefits are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit.

### 1. Lifestyle Block Fencing

- (a) **You** are insured for **accidental loss to your lifestyle block fencing**.
- (b) **We** will pay the **present day value** of **your lifestyle block fencing**.
- (c) **We** will pay up to \$5,000 for any **one event** for the costs of rebuilding **your lifestyle block fencing**.

### 2. Lifestyle Block Pumps and Motors

- (a) **You** are insured for the **breakdown or failure** of any pump or motor used to service **your** lifestyle block.
- (b) **We** will pay the reasonable cost to repair or replace the pump or motor.
- (c) **We** will pay up to \$5,000 for any one **event**.

## What we will pay

### 1. Nominated Replacement

- (a) If the **certificate** shows that **your rental house** is insured for Nominated Replacement:
  - (i) **we** will pay the reasonable cost:
    - 1. to rebuild or repair the damaged portion of **your rental house** as nearly as practicable to an as new condition, using building materials and construction methods in common use at the time of the repairs,

### 2. Present Day Value

- (a) If the **certificate** shows that **your rental house** is insured for Present Day Value:
  - (i) **We** will pay the reasonable cost:

1. to rebuild, or repair the damaged portion of **your rental house** as nearly as practicable to the same condition it was in prior to the loss, using building materials and construction methods in common use at the time of the repairs,
2. to make any changes required by the Government or a Local Authority.  
However,
  - a. **your rental house** must have complied at the time it was built or altered, and
  - b. **we** will only pay for changes to that part of **your rental house** which has suffered **loss** covered by this Policy,
3. for architect, engineer and surveyor fees authorised by **us**, and
4. to demolish and remove the debris (including contents).

(ii) The rebuilding or repairs must be carried out within a reasonable period of time after the **loss**.

(iii) If:

1. **we** consider that the relevant building or repairs ((a)(i) above) cannot be carried out within a reasonable period of time after the **loss**, or
2. there is shared ownership or joint responsibility between **you** and another party of any property subject to **loss**,

**we** may, at **our** option, make a cash payment to **you** instead for the amount that **we** consider is reasonably required to meet the relevant costs based on the advice of an appropriately qualified party appointed by **us**.

(b) If **you** choose to not rebuild or repair **your rental house**, **we** will pay:

- (i) the **present day value** of the damaged part of **your rental house**, and
- (ii) the reasonable cost to demolish and remove the debris (including contents).

(c) **We** will pay up to the amount shown on the **certificate** for any one **event**.

### 3. Replacement

(a) If the **certificate** shows that **your rental house** is insured for Replacement:

(i) **we** will pay the reasonable cost:

1. to rebuild, replace or repair the damaged portion of **your rental house** as nearly as practicable to an as new condition, using building materials and construction methods in common use at the time of the repairs, but limited to the area (square metre) shown on the **certificate**,
2. to make any changes required by the Government or a Local Authority.  
However,
  - a. **your rental house** must have complied at the time it was built or altered, and
  - b. **we** will only pay for changes to that part of **your rental house** which has suffered **loss** covered by this Policy,
3. for architect, engineer and surveyor fees authorised by **us**, and
4. to demolish and remove the debris (including contents).

(ii) if **your rental house** needs to be rebuilt, **you** may, with **our** prior approval, rebuild on another site. However, **we** will not pay more than the reasonable cost that would have been incurred to rebuild on the original site,

(iii) the rebuilding, replacement or repair must be carried out within a reasonable period of time after the **loss**, and

(iv) if:

1. **we** consider that the relevant rebuilding or repairs ((a)(i) and (ii) above) cannot be carried out within a reasonable period of time after the **loss**, or
2. there is shared ownership or joint responsibility between **you** and another party of any property subject to **loss**,

**we** may, at **our** option, make a cash payment to **you** instead for the amount that **we** consider is reasonably required to meet the relevant costs based on the advice of an appropriately qualified party appointed by **us**.

(b) If **you** choose to not rebuild, repair or replace **your rental house**, **we** will pay:

- (i) the **present day value** of the damaged part of **your rental house**, and
- (ii) the reasonable cost to demolish and remove the debris (including contents).

# Your Rental House Policy

## What you are not insured for

1. **Your rental house** is not insured for **loss** connected in any way with:

- (a) normal maintenance, wear and tear, slowly developing deformation or distortion,
- (b) mildew, mould, rot, rust, corrosion or gradual damage, unless covered by the Gradual Damage Additional Benefit,
- (c) action of micro-organisms, rodents, insects or vermin (excluding possums),
- (d) inherent:
  - (i) nature of property,
  - (ii) defect, or
  - (iii) fault,
- (e) pollution or contamination (including land contamination) unless covered under the Unlawful Substances Additional Benefit,
- (f) action of light,
- (g) mechanical breakdown unless to a fixed domestic pump used mainly to service the **rental house** or covered by the Lifestyle Block Pumps and Motors Optional Benefit,
- (h) electrical or electronic breakdown, unless burning out occurs or covered by the Lifestyle Block Pumps and Motors Optional Benefit,
- (i) defective workmanship, materials or design,
- (j) cleaning, repairing or restoring, or
- (k) lifting or shifting **your rental house**.

These exclusions apply only to the part of **your rental house** first affected by the **loss**. **You** are insured for resultant **loss** to other parts of **your rental house**, unless otherwise excluded.

2. **Your rental house** is not insured for **loss** connected in any way with work which involves the removal of support from either **your section** or **your rental house**, or structural alterations or additions to **your rental house**, unless:

- (a) cover under a FMG Contract Works Policy is in place for the relevant work for the period that work is undertaken, or
- (b) **you** have notified us about this work before undertaking it and **we** have otherwise agreed to cover it.

This exclusion applies to the part of **your rental house** first affected by the **loss** and the resultant **loss** to other parts of **your rental house**.

3. **Your rental house** is not insured for **loss** connected in any way with:

- (a) settlement, shrinkage or expansion of buildings, foundations, walls, pavements, roads, driveways or any other structural improvement,
- (b) subsidence, shrinkage, swelling or **erosion**, of land,
- (c) subterranean fire, or
- (d) water entering **your rental house** because roofing materials, exterior cladding, doors or windows have been removed, unless the area is covered by a securely fastened tarpaulin.

4. **Your rental house** is not insured for:

- (a) theft, or malicious or deliberate damage (except fire and explosion), by:
  - (i) anyone staying at **your rental house** whether temporarily or otherwise,
  - (ii) **tenants** and/or guests of **tenants**, or
  - (iii) any of **your employees**,
- (b) damage to any swimming pool caused by shrinkage or expansion of the ground, hydrothermal activity or subterranean pressure of any kind,
- (c) the cost of replacing wall, floor or window coverings in rooms other than those where **loss** has occurred, or
- (d) **natural disaster** damage, unless covered by the Natural Disaster Additional Benefit.

5. Please note there are also General Exclusions in this document.

## Section 2 – Liability

### What liability you are insured for

1. **You** are insured for **your** legal liability for:

- (a) **accidental loss** to the property of others, or
- (b) **accidental bodily injury** to any other persons, at **your section** during the **period of insurance**.

2. If **we** have accepted a claim under this Liability section of **your** Policy, **you** are also insured for **your** reasonable legal defence costs.

### Additional Benefits

Subject to 1. and 2. above, **you** are also insured for the following legal liabilities and legal defence costs which are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit.

1. **Forest and Rural Fires Act 1977**

- (a) **You** are insured for **your** legal liability for:
  - (i) levies a fire authority apportions to **you** under sections 46 or 46A of the Forest and Rural Fires Act 1977, and

- (ii) costs and losses recoverable from **you** under section 43 of the Forest and Rural Fires Act 1977 (but not otherwise at law), for a fire (or threat of fire) which occurs in connection with **your section** during the **period of insurance**.
- (b) **We** will pay up to \$1,000,000 for any one **event**. This amount is in addition to, and not included in, the maximum **we** will pay under Section 2 – Liability of this Policy.

### 2. Hazardous Substances

- (a) **You** are insured for **your** legal liability for costs arising from a hazardous substance emergency under the Fire Services Act 1975 at **your section** during the **period of insurance**.
- (b) **We** will pay up to \$5,000 for any one **event**.

### 3. Innkeepers Act Liability

- (a) **You** are insured for **your** legal liability under the Innkeepers Act 1962 for **loss** occurring at **your section** during the **period of insurance**.
- (b) **We** will pay up to \$100,000 for any one **event**.

## What we will pay

1. Where a benefit refers to a specific limit that is the maximum amount **we** will pay for that benefit.
2. The maximum amount **we** will pay under Section 2 – Liability of this Policy in total (inclusive of all benefits except the Forest and Rural Fires Act Liability Additional Benefit) for any **event** is \$1,000,000.
3. If both **you** and another person or persons are entitled to cover as a result of the same **event**, **we** will pay for **your** legal liability first.

## What liability you are not insured for

**You** are not insured for **your** legal liability:

1. For **loss** to property **you** own, or that is under **your** care or control, unless covered by the Innkeepers Act Liability Additional Benefit.
2. For **bodily injury** to:
  - (a) anyone living at the **rental house**, or
  - (b) **your employees**.
3. Connected in any way with **your** business, trade or profession (other than **your homestay activities**).
4. Connected in any way with **your** ownership or use of any:
  - (a) **motor vehicle**,
  - (b) aircraft, or
  - (c) watercraft.
5. For any fine, penalty, sentence of reparation, or any punitive or exemplary damages.
6. If **you** have agreed to accept liability where there would otherwise be none.
7. For pollution or contamination (including land contamination and the cost of removal and clean-up) unless the pollution or contamination:
  - (a) occurs at **your section** during the **period of insurance**, and
  - (b) is caused by an **accidental event** during the same **period of insurance**.
8. Please note there are also General Exclusions in this document.

## General Exclusions

These exclusions apply to **your** Policy unless indicated otherwise below.

### 1. Asbestos

- (a) **You** are not insured for **loss** in any way connected with the handling, transport, storage, installation, removal, or other use of, asbestos or products containing asbestos material.

### 2. Confiscation, Nuclear Materials, Terrorism and War

- (a) There is no cover under this Policy for **loss** in any way connected with:
  - (i) **confiscation**,
  - (ii) **nuclear materials**,
  - (iii) **terrorism**, unless covered by the Terrorism Additional Benefit, or
  - (iv) **war**.

### 3. Consequential Loss

- (a) **You** are not insured for any consequential loss including but not limited to:
  - (i) penalties,
  - (ii) loss of use of property,
  - (iii) loss resulting from delays,
  - (iv) loss of market,
  - (v) loss resulting from depreciation, or
  - (vi) loss of value.

# Your Rental House Policy

## 4. Electronic Data

- (a) **You** are not insured for **loss** in any way connected with the **loss of electronic data**.

## 5. Excess

- (a) **You** are not insured for any **excess**.
- (b) If an **event** is covered under more than one of **your** FMG Policies, **you** will only have to pay one **excess**. This will be the highest **excess** that **we** could apply under any one of those Policies.

## 6. Unlawful Substances

- (a) There is no cover under this Policy for **loss** in any way connected with the manufacture, storage, use or distribution at **your rental house**, of any 'controlled drug' as defined in the Misuse of Drugs Act 1975, unless covered under the Unlawful Substances Additional Benefit.

## Claims Conditions

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

### 1. What you must do

- (a) **You** must notify **us** immediately of any circumstance likely to lead to a claim.
- (b) **You** must complete **our** claim form in full if **we** request **you** to do so, and return it to **us** within 30 days of **our** request.
- (c) **You** must take reasonable steps to minimise the claim and avoid any further claim.
- (d) **You** must make a complaint to the Police if **you** suspect criminal activity.
- (e) **You** must provide all reasonable information and assistance **we** require at any time.
- (f) **You** must immediately send **us** all relevant correspondence and court documentation.
- (g) **You** must authorise **us** to:
  - (i) Obtain personal information about **you** from **you** and third parties in connection with **your** insurance.
  - (ii) Disclose personal information about **you** to third parties in connection with **your** insurance.

Please see the full Privacy Statement on **our** website ([www.fmg.co.nz](http://www.fmg.co.nz)) for information about how **we** collect, use and store **your** personal information.

### 2. What you must not do

- (a) **You** must not admit **you** are liable to any party.
- (b) **You** must not say or do anything which prejudices **our** ability to:

- (i) defend any action against **you**, or
- (ii) take recovery action in **your** name.
- (c) **You** must not start any remedial action without **our** prior approval.
- (d) **You** must not dispose of any property that is to be the subject of **your** claim, without **our** prior approval.

### 3. Fraud

- (a) **You**, and anyone else entitled to claim under this Policy, must ensure all statements made to **us** are true and complete.
- (b) If **your** claim is dishonest or fraudulent in any way, **we** are entitled to:
  - (i) decline **your** claim in whole or in part,
  - (ii) bring this Policy to an end from the date of the dishonest or fraudulent act, and/or
  - (iii) bring all other insurance **you** have with **us** to an end from the date of the dishonest or fraudulent act.
- (c) **We** may also notify the Police and/or the Serious Fraud Office.

### 4. Other Insurance

- (a) **You** must immediately notify **us** of any other insurance that covers **you** for any of the risks covered under this Policy.
- (b) **We** will only pay over and above the limit payable under that other insurance.

### 5. Progress Payments

- (a) **We** will, at **our** option, make regular progress payments for **your** claim provided that:
  - (i) **you** provide **us** with proof of **your** insured **loss**, and
  - (ii) if the combined progress payments exceed the total amount of the **loss**, **you** immediately refund the difference between these amounts to **us**.

### 6. Recoveries

- (a) If **we** accept any part of **your** claim, **we** may exercise any legal rights **you** have to, at **our** cost, recover amounts from the person(s) responsible for the **loss**.
- (b) If **we** do this, **you** must co-operate and assist **us** with this exercise. If **you** refuse, **we** may require you to repay **us** the money **we** paid **you**.
- (c) If **we** succeed in recovering any money from the person(s) responsible, **we** will refund **your** excess and pay any remaining money recovered to **you** less **our**:
  - (i) recovery costs, and
  - (ii) the money **we** have paid **you**.

- (d) If **you** recover any lost or stolen property claimed under this Policy:
  - (i) **you** must hand this over to **us**, and
  - (ii) **we** are entitled to keep this and any proceeds from its sale.
- (e) If **you** receive any reparations in respect of any property claimed under this Policy, **you** must immediately reimburse **us** for any claim **we** have paid from these reparations.

#### 7. Salvage

- (a) If **your** claim relates to damaged property, **we** are entitled to retain possession of the damaged property and deal with salvage in a reasonable manner.
- (b) **You** cannot abandon any property to **us**.

## General Conditions

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

#### 1. Acts of Parliament

- (a) Any Acts of Parliament referred to in this Policy include any:
  - (i) amendments or Statutory Regulations made under them, and
  - (ii) Acts or Regulations made in substitution for the original Acts or Regulations.

#### 2. Cancellation

- (a) **You** may cancel this Policy at any time by giving notice to **us**.
  - (b) **We** may cancel this Policy at any time by giving notice to **you** at **your** last known address as held by **us**. Cancellation will take effect 30 days after the day **we** send or deliver the notice to **you**.
  - (c) If:
    - (i) **you** cancel this Policy **we** will (subject to “Our Responsibilities” in the Welcome to FMG section) refund 90% of the unexpired portion of **your** premium,
    - (ii) **we** cancel this Policy, **we** will refund the unexpired portion of **your** premium,
    - (iii) **you** have made a claim and **we** have paid the full amount under:
      1. the Policy,
      2. an Item, or
      3. an Optional Benefit,
- we** will cancel this Policy, Item or Optional Benefit from the date of **loss**.

#### 3. Changes

- (a) Where **we** agree, **you** may change this Policy by giving **us** notice of the changes.
- (b) **We** may change the terms of this Policy at any time by giving **you** notice at **your** last known address as held by **us**. The changes **we** make will take effect 30 days after the day **we** send or deliver the notice to **you**.

#### 4. Compliance with the Policy

- (a) **You**, and anyone else entitled to claim under this Policy, must comply with all the terms of this Policy before **we** will meet any claim under it.
- (b) **You** must tell the truth at all times.

#### 5. Conduct of the Defence

- (a) Once **you** have made a claim under Section 2 – Liability of this Policy, **we** have the sole right to act in **your** name and on **your** behalf to defend, negotiate or settle the claim as **we** decide, at **our** expense.
- (b) **We** are entitled to appoint **our** own lawyers who report to **us** and **you** waive **your** right to legal professional privilege.
- (c) **We** may elect to pay the maximum amount payable under this Policy or any lesser sum for which the action against **you** can be settled. Once **we** have done so, **we** are under no further liability to **you** under this Policy.

#### 6. Currency

- (a) All monetary amounts referred to in this Policy are expressed and payable in New Zealand dollars.

#### 7. Defined Words

- (a) To clarify the cover **you** have in this Policy, some words appear in bold. These words have a specific meaning, which is outlined in the Definitions section. Defined words specific to some sections are outlined within those sections.

#### 8. Goods and Services Tax

- (a) Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:
  - (i) all amounts insured exclude GST (unless otherwise shown on the **certificate**), and
  - (ii) GST will be added, where applicable, to claim payments.
- (b) All **excesses** include GST.

# Your Rental House Policy

## 9. Governing Law

- (a) The law of New Zealand applies to this Policy and the New Zealand courts have exclusive jurisdiction.

## 10. Headings

- (a) Headings are for reference only. They do not form part of the Policy and are not to be used in interpreting it.

## 11. Inspection

- (a) **We** are entitled to inspect property insured, at any reasonable time, and **you** must provide such information as may be reasonably required by **us** in relation to that property.
- (b) However, neither this inspection, nor any inspection report, is to be regarded as an undertaking by **us** to determine or warrant that any operations, property and/or premises are safe or covered by the Policy.

## 12. Interested Parties

- (a) If **we** are advised in writing of a party holding a financial interest over the property insured under this Policy:
  - (i) that party is noted by **us**, but is not directly insured under this Policy,
  - (ii) **you** authorise **us** to disclose to that party personal information about **you** in connection with the Policy, and
  - (iii) **we** may make a claim payment directly to that party up to the limit of its interest.

This meets **our** obligations to **you** under the Policy to that extent.

## 13. Joint Insurance

- (a) If this Policy insures more than one person or entity, they are insured jointly. A breach by one insured will be treated as a breach by all insureds.
- (b) The most **we** pay in total to all insured persons or entities during the **period of insurance** is the amount shown in this Policy or on the **certificate**.

## 14. Location – in New Zealand only

- (a) This Policy covers:
  - (i) **your** insured property while it is in New Zealand, and
  - (ii) **your** liability that arises as a result of an **event** in New Zealand, unless another location is shown on the **certificate**.

## 15. Notification if the Rental House is Unoccupied

- (a) **You** must notify **us** immediately if **your rental house** is going to be unoccupied for a period of 60 days or more, unless **your rental house** is a holiday home as shown on the **certificate**.
- (b) If **your rental house** is going to be unoccupied for a period of 60 days or more, confirmation of continuation of cover must be obtained in writing from **FMG**.
- (c) If **you** do not notify **us**, **you** are not insured for any **loss** in any way connected with **your rental house** being unoccupied.

## 16. Notification of any Change in Circumstances

- (a) After this Policy has commenced, **you** must notify **us** immediately of any change in circumstances **you** are aware of which:
  - (i) increases, or
  - (ii) alters,any risk insured under this Policy.
- (b) Once **you** have done so, **we** may change the premium and/or terms of cover, at **our** discretion.
- (c) If **you** fail to notify **us** of any change in circumstances, **we** may:
  - (i) refuse to meet any claim or part of it, and/or
  - (ii) bring the Policy to an end, from the date of the failure.

## 17. Payment of Premiums

- (a) Cover under this Policy will not commence until **you** have paid, or have agreed to pay, the premium (including any Government charges) for the **period of insurance**.
- (b) If **we** have agreed that **you** can pay **your** premium in instalments, payments are due in accordance with the agreement **we** have with **you**. In such case, cover under this Policy will not commence until **you** have paid, or have agreed to pay, the premium, including any Government charges, due under this agreement.
- (c) If **you** suffer a total loss:
  - (i) **we** will not settle **your** claim:
    1. until the full annual premium is paid, or
    2. if **you** are paying **your** premium by instalments, until the balance of the full annual premium is paid,
  - (ii) **we** may deduct any outstanding annual premium from the claim settlement.
- (d) It is important **you** continue to pay **your** premiums on time (either in full, in advance, or in accordance with any agreement **we** have with **you**).

#### 18. Reasonable Care

- (a) **You** must take reasonable care to avoid and minimise **loss** or damage occurring to the property insured under this Policy, and liability to others, at **your** own expense. This includes:
- (i) complying with all relevant laws,
  - (ii) complying with all manufacturer's recommendations,
  - (iii) employing competent employees, and
  - (iv) maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times.
- (b) **We** will not pay any claim if **you** have been reckless or grossly irresponsible.

#### 19. Transfer of Interest

- (a) No interest in this Policy can be transferred or assigned without **our** written agreement.

### Definitions

The following definitions apply to **your** Policy, unless the context requires otherwise.

Please note:

- References to the singular include the plural and vice versa.
- The definitions apply to any derivatives of the word used in this Policy.

**Accessories** means a part of **your motor vehicle** not supplied or fitted by the manufacturer of **your motor vehicle** as standard equipment for the model including:

- (a) non-manufacturer wheels and modified wheels,
- (b) any radio, audio equipment or other in-vehicle entertainment and communication equipment forming an integral part of **your motor vehicle**,
- (c) any telephone permanently connected to **your motor vehicle**,
- (d) any detachable and fixed equipment such as radar detectors, on-board computers, heating and/or cooling units, tarpaulins, chains and twitches, bearers and load-securing and lifting equipment or ropes,
- (e) signwriting, artwork and the like,
- (f) LPG, CNG or other fuel conversion installations,
- (g) any car seat covers, or car mats, and
- (h) any child car seat while in the **motor vehicle** and which is not otherwise insured.

**Accident** and **accidental** means an event which is sudden, unintended and unforeseen by **you**.

**Bodily injury** means **injury**, sickness, disability, disease, diagnosed mental injury, or death resulting from any of these.

**Breakdown or failure** means any form of mechanical, hydraulic, electrical or electronic breakdown or failure, due to an internal (rather than external) cause including breaking, deforming, or seizing.

**Burglary** means:

- (a) forcible and violent entry into a securely locked building (or part of a building) or **motor vehicle** with intent to commit crime,
- (b) forcible and violent exit from a securely locked building (or part of a building) or **motor vehicle** after having committed a crime, or
- (c) theft of insured property from a building or **motor vehicle** accompanied by:
  - (i) violence, or
  - (ii) threat of violence.to **you**, **your employees** or **your** customers where such violence or threat is used to:
  1. extort the stolen property, or
  2. prevent or overcome resistance to property being stolen.

**Certificate** means the latest version of **your** Policy Certificate issued by **us** which contains details of **your** insurance cover under this Policy.

**Confiscation** means confiscation, requisition, nationalisation, or destruction of, or damage to property by order of Government, a local authority, a court, or any public authority but excludes such orders given for the purpose of controlling a peril covered by this Policy.

**Contamination** for the purposes of the Unlawful Substances Additional Benefit only, means contamination of **your rental house** arising from the manufacture, storage, use or distribution of an **unlawful substance**.

**Defined event** means:

- (a) fire,
- (b) explosion,
- (c) lightning,
- (d) hail,

# Your Rental House Policy

- (e) snow,
- (f) impact by a **motor vehicle** or an animal,
- (g) malicious acts,
- (h) vandalism excluding:
  - (i) vandalism to property in the course of construction or repair, or
  - (ii) vandalism caused by **you**, any member of **your** family or any of **your employees**,
- (i) **storm** or **flood**, excluding **storm** or **flood** damage to fences, unless **your lifestyle block fencing** is shown on **your certificate**, gates, **retaining walls** or glass (including glass houses), shade houses or tunnel houses,
- (j) **burglary**, other than by **you**, any member of **your** family or any of **your employees**,
- (k) impact by an aircraft or any other aerial or spatial devices or articles which drop from them, or
- (l) riot or labour disturbance.

#### **Employee** means:

- (a) any employee directly employed by **you** for domestic duties, or
- (b) any:
  - (i) employee directly employed by **you** in, or
  - (ii) principal or director (but only in their capacity as such) of **your**:
    1. **farming operations**,
    2. **horticulture operations**, or
    3. **homestay activities**.

**Erosion** means the wearing away of rocks, soil and the like by action of water, ice or wind.

**Event** means a single **loss** and/or **bodily injury**, or a series of **losses** and/or **bodily injuries** which have the same cause.

**Excess** means the first amount of a claim that **you** must pay, as shown on the **certificate**.

**Farming operations** means **your** normal regular farming activities including:

- (a) Exhibitions and competitions at shows.
- (b) Using **your** property for horse or hunt club activities, except horse racing organised by a racing or trotting (or similar) organisation.
- (c) Distributing farm material from aircraft, except for 1080, 1081, herbicides, fungicides, pesticides or similar poisons or substances.
- (d) Artificial Insemination Technician activities.

- (e) Farm contracting, provided it does not involve the use of:
  - (i) explosives, or
  - (ii) herbicides and/or fungicides and/or pesticides.
- (f) **Horticulture operations**.

**Fire only** means fire, lightning or explosion.

**Flood** means the inundation of normally dry land by water overflowing the normal confines of any natural or artificial water course, lake, reservoir, canal, dam or river, or the ponding of a normally dry paddock.

**FMG** means FMG Insurance Limited as shown on the **certificate**.

**Homestay activities** means **your** accommodation of **paying guests** provided that:

- (a) **your** maximum **paying guest** capacity is no more than six persons,
- (b) **your** annual turnover from **paying guests** is not greater than \$30,000, and
- (c) for taxation purposes **you** claim no more than 50% of **your rental house** for **your** accommodation of **paying guests**.

**Horticulture operations** means **your** normal regular horticultural activities associated with the growing of **your** plants.

**Injury** means external or internal **bodily injury** caused solely and directly by violent, **accidental**, external and visible means.

**Landlord's contents** means any of the following:

- (a) fixtures or fittings including drapes and light fittings,
- (b) household goods such as washing machines, dryers, refrigerators, freezers, dishwashers and heaters, and
- (c) domestic garden appliances (including their parts and accessories),

that are owned by or hired by **you** (as long as **you** are legally liable under the hire agreement), and provided by **you** for use by **your tenant(s)**.

**Lifestyle block fencing** means fencing or artificial wind breaks which are used solely for **your** lifestyle block operations.

**Loss** means physical:

- (a) loss,
- (b) damage, or
- (c) destruction, of tangible property during the **period of insurance**.

**Loss of electronic data** means the loss, corruption, destruction, malfunction or unavailability of information or instructions in electronic form including programs, software and other electronic data. This extends to the loss of use, reduction in functionality, or any other associated loss or expense in connection with the loss of such data including data retrieval costs.

**Motor vehicle** means any type of machine on wheels or tracks that is propelled by its own power. This includes anything that can be towed by the machine and any **accessories** attached to the machine.

**Natural disaster** means earthquake (including earthquake fire), volcanic eruption, tsunami, hydrothermal activity, or **natural landslip**.

**Natural landslip** means the movement (whether by way of falling, sliding or flowing, or by a combination thereof) of ground forming materials composed of natural rock, soil, artificial fill or a combination of such materials which, before movement, formed an integral part of the ground. Natural landslip does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction, or **erosion**.

**Nuclear materials** means:

- (a) ionising radiation or contamination by radioactivity from:
  - (i) any nuclear fuel,
  - (ii) any nuclear waste,
  - (iii) the combustion or fission of nuclear fuel, or
- (b) nuclear weapons material.

**Paying guest** means a temporary visitor at **your rental house** who pays **you** for hospitality, meals and/or accommodation for a short term.

**Period of insurance** means the duration of **your** Policy, as shown on the **certificate** (unless the Policy is terminated earlier by **you** or **us**).

**Present day value** means either the:

- (a) market value immediately before the **loss**, or
- (b) replacement cost less an allowance for age and wear and tear,

as calculated by **us**, using whichever method **we** believe to be appropriate in the case.

**Rental house** means the house shown on the **certificate** at the location shown on the **certificate** and occupied by **your tenant(s)**. This includes fittings and fixtures that are permanently attached to the house, carpets fixed to the floor and the following permanent domestic structures on the **section**:

- (a) garages and outbuildings (but not wharves or jetties),
- (b) gates, mailboxes, fences (but not **lifestyle block fencing**, unless covered under the Lifestyle Block Fencing Optional Benefit), patios, decks, garden walls (but not retaining walls unless covered by the Retaining Walls Additional Benefit ), culverts and bridges,
- (c) concrete, paved or asphalt driveways and paths,
- (d) tennis courts,
- (e) spa pools, saunas and swimming pools,
- (f) underground or overhead services linked to the house,
- (g) septic tanks and septic tank systems,
- (h) any other associated domestic structure, unless otherwise excluded in this Policy, and
- (i) portion of interest or ownership in the property referred to in (a) to (h) above and any walls (but not retaining walls unless covered under the Retaining Walls Additional Benefit), which is shared property or which **you** are jointly responsible for.

**Retaining walls** means walls on the **section** that are built for the sole function of retaining land and includes **your** portion of interest or ownership in such walls that are shared property or which **you** are jointly responsible for. This excludes walls that are incomplete or that do not have the required Local Authority consent.

**Section** means:

- (a) the **rental house**,
- (b) the area within the residential boundary on which the **rental house** is located which is used only for residential purposes, and
- (c) the area on which domestic structures that connect or provide access to, or service, **your rental house** at the residential boundary are located, including culverts, bridges, gates, mailboxes, fences, concrete, paved or asphalt driveways and paths, and underground or overhead services.

**Storm** means violent winds sometimes combined with thunder, heavy falls of rain, hail or snow. Bad weather, or heavy or persistent rain by itself does not constitute a storm.

# Your Rental House Policy

**Tenant** means someone who is subject to a tenancy agreement and uses and/or occupies **your rental house** in exchange for the payment of rent to **you**.

**Terrorism** means:

- (a) the use, threatened use, or preparation for the use, of:
  - (i) force or violence towards any person or group(s) of people,
  - (ii) property damage,
  - (iii) conduct that creates a risk to health and safety, or
  - (iv) interference or disruption with an electronic system,
- (b) by a person or group(s) of people whether acting alone, or on behalf of, or in connection with, any organisation or government:
  - (i) designed to influence, coerce or retaliate against, a government or group of people, and
  - (ii) bring about change that aligns with their particular political, religious, ideological, ethnic, economic agenda, and
- (c) extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such conduct.

**Unlawful substance** means any 'controlled drug' as defined in the Misuse of Drugs Act 1975 and any liquids, gases, substances or other materials used in, or which are a by-product of, the manufacturing of unlawful substances.

**War** means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil, mutiny, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, and extends to activity connected with controlling, preventing or suppressing such conduct.

**We, us, or our** means **FMG**.

**You** and **your** means the person (or persons) shown on the **certificate** as the insured. **You** can also be a company, partnership or other legal entity.



# *Your Rental House Policy*





*We're easy to contact*

*Call us on*  
**0800 366 466**

*Write to us at*  
PO Box 1943  
Palmerston North 4440

*Email us*  
[contact@fmg.co.nz](mailto:contact@fmg.co.nz)

*Visit our website*  
[www.fmg.co.nz](http://www.fmg.co.nz)

**FMG**  
Advice & Insurance