

Rentsure

Specialist Landlord Insurance

Policy wording



RENTSURE
SPECIALIST LANDLORD INSURANCE

Welcome to NZI.

Thanks for selecting us as your insurer. This is your Rentsure policy wording.



Why NZI

NZI is one of New Zealand's largest and most well-known insurance brands. We're proudly backed by IAG (Insurance Australia Group) New Zealand. IAG is Australasia's largest general insurer. At IAG, our purpose is to help make your world a safer place.



Get in touch

If you have any questions, or you would like more information on this insurance policy, please contact your broker.

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Introduction

About this policy

Your policy consists of:

1. this policy document, and
2. the **schedule**, and
3. the information **you** have provided in the **application**.

Your duty of disclosure

When **you** apply for insurance **you** have a legal duty of disclosure. This means **you** must tell **us** everything **you** know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline **your** insurance, or
2. the cost or terms of the insurance, including the **excess**.

You also have this duty every time **your** insurance renews and when **you** make any changes to it. If **you** breach this duty **your** policy will be cancelled as if it had never existed.

Please ask **us** if **you** are not sure whether **you** need to tell **us** about something.

Changing your mind

If **you** are not happy with this policy, **you** can change **your** mind, provided **you** tell **us** within 15 days of the date **your** policy started. **We** will cancel **your** policy as if it had never existed and refund in full any premium **you** have paid. This does not apply if a claim has been made.

Examples

We have sometimes used examples and comments to make this policy document easier to understand. These examples and comments, which are printed in *italics*, do not affect or limit the meaning of the section they refer to.

Headings

The headings in this policy are for reference only and do not form part of it. They are not to be used when interpreting the policy.

Defined words

If a word is shown in **bold**, it has a special meaning. There is a list of these words and what they mean at the back of this policy in the section 'Definitions'.

Insurance agreement

Our agreement

You agree to pay **us** the premium. In exchange, **we** agree to cover **you** as set out in this policy document.

Section one – cover for your rental property

What you are covered for

Defined events

You are covered for 'Intentional acts and theft by the tenant', 'Loss of rent' and 'Pet damage' as described below, occurring during the **period of insurance**.

Intentional acts and theft by the tenant

You are covered for **accidental loss** to **your home** caused by:

1. an intentional act, or
2. vandalism, or
3. theft,

by:

- (a) a **tenant**, or
- (b) any guest of a **tenant**, or
- (c) a person who lives at the **home**, with the **tenant's** approval

The most **we** will pay is \$35,000 in total for any **event**.

An **excess** of \$500 will apply to each **incident**.

Loss of rent

You are covered for any of the following:

1. Loss of rent following the **tenant** vacating the **home** without giving **you** the required notice, less any amount recoverable by **you** from advanced rent.

The most **we** will pay for any **event** is 10 weeks' rent.

An **excess** of \$250 will apply to each **incident**.

2. Loss of rent following eviction of the **tenant** by **you** for non-payment of rent, less any amount recoverable by **you** from advanced rent.
The most **we** will pay for any **event** is 18 weeks' rent.
An **excess** of \$250 will apply to each **incident**.
3. Loss of rent until the **tenant** vacates **your home**, if:
 - (a) the **tenant** has refused to pay the rent, and
 - (b) the **tenant** has resisted all attempts by **you** to gain vacant possession of the **home**, during the **period of insurance** following service of a Tenancy Tribunal order for possession or eviction upon the **tenant**.The most **we** will pay for any **event** is 20 weeks' rent.
An **excess** of \$250 will apply to each **incident**.
4. Loss of rent until the **home** is re-tenanted following the death of the **tenant** under a sole tenancy during the **period of insurance**.
The most **we** will pay for any **event** is 10 weeks' rent.
An **excess** of \$250 will apply to each **incident**.
5. Loss of rent where the **tenant** can legally cease paying rent under the tenancy agreement as a result of the prevention of access to the **home** or from the **accidental** failure of public utilities connected to the **home**.
The most **we** will pay for any **event** is 52 weeks' rent.
An **excess** of \$250 will apply to each **incident**.
6. Loss of rent if the **home** becomes untenable as a result of the following:
 - (i) an intentional act, or
 - (ii) vandalism, or
 - (iii) theft,by:
 - (a) a **tenant**, or
 - (b) any guest of a **tenant**, or
 - (c) a person who lives at the **home** with the **tenant's** approval.providing a claim has been accepted under the 'Intentional acts and theft by the tenant' (above) cover.
The most **we** will pay for any **event** is 52 weeks' rent.
An **excess** of \$500 will apply to each **incident**.
7. Loss of rent if the **home** becomes untenable as a result of a murder or suicide or attempted murder or attempted suicide at the **home**.
The most **we** will pay for any **event** is 26 weeks' rent.
An **excess** of \$250 will apply to each **incident**.
You are covered for any of the following:
8. Loss of rent if the **home** becomes untenable as a result of **contamination damage** that occurs during the **period of cover**, provided that any other loss of rent cover available to **you** under **your** current house insurance policy has been exhausted first and fully paid out.
Cover under this benefit ends on the earlier of the date on which:
 - (a) the **home** becomes tenable, or
 - (b) **we** have paid **you** 6 weeks' loss of rent under this benefit.There is no cover in connection with any tenancy or occupancy of 90 days or less, unless the **contamination damage** was caused by an accidental incident in connection with the manufacture, distribution or storage (but only where the storage is in connection with supply or distribution) of **methamphetamine** at the **home**.
The most **we** will pay for any **event** under items 1 to 8 above is \$1,000 per week.

Section one – automatic additional benefits

These benefits are subject to the terms of this policy, except where the terms are varied in the benefit.

One excess per incident

Where a single **incident** occurs that results in a claim under more than one section or subsection of the policy, only one **excess** will apply, being the highest applicable **excess**.

Pet damage

You are covered for sudden and **accidental loss** to the **home** caused by domestic pets, providing

1. the tenancy allows for pets at the **home**, and
2. the **loss** is not to carpet.

The most **we** will pay during the **period of insurance** is \$3,000.

An **excess** of \$500 will apply to each **incident**.

Section one – optional additional benefit

The following benefit is an Optional additional benefit. Cover applies only if **you** have purchased the benefit and it is shown in the **schedule**.

This benefit is subject to the terms of this policy, except where the terms are varied in the benefit.

Multiple tenancies

The 'Loss of Rent' section of this policy is extended to apply as per the number of separate tenancies at the **home**, as shown in the **schedule**, providing

1. all tenancies are at the **home**, and
2. each tenancy is of longer than 28 days' duration, and
3. there are no more than five tenancies at the **home**.

The most **we** will pay for any **event** is \$500 per week per tenancy.

An **excess** will apply to each **incident**.

An **excess** will apply to each tenancy claimed on.

Where multiple tenancies are shown in the **schedule**, the 'Intentional acts and theft by the tenant' benefit will apply once at the **home**, not for each tenancy.

What you are not covered for

Types of loss not covered

You are not covered for:

1. **loss** as a result of fire or explosion, or
2. repairing or replacing floor coverings that are not in the room(s) where the **loss** happened, or
3. **loss** caused by:
 - (a) **tenant** neglect, or
 - (b) poor housekeeping, or
 - (c) unclean or unhygienic living habits, or
 - (d) failure of the **tenant** or their visitors to control their children, or
 - (e) domestic pets owned by the **tenant** or their visitors, other than as provided under the 'Pet Damage' Automatic Additional Benefit.

IMPORTANT:

Please also read the section on page 6, titled 'Policy exclusions that apply to all parts of this policy'.

What we will pay

Settlement of your loss

If **you** repair or rebuild the **home**, **we** will pay:

1. the cost of repairing or rebuilding the **home** to a condition as similar as possible to when it was new, using current materials and methods, and
2. any cost of compliance with Government or local authority bylaws or regulations, provided that:
 - (a) **we** pay the cost of compliance for only that part of the **home** that has suffered **loss** covered by this policy, and
 - (b) the **home** complied with all requirements that existed at the time it was originally built and at the time of any alteration.

However, **we** will not pay if notice of non-compliance has already been given to **you** before the **loss**.

If **you** do not repair or rebuild the **home**, **we** will pay the **present value** of the **home**. If **your** claim is for:

1. household goods, and/or

2. domestic garden appliances or their parts and accessories, that are owned by **you** and provided by **you** for the **tenant's** use, **we** will pay:
 - (a) for their replacement if they are not more than 10 years' old, or
 - (b) their **present value** if they are more than 10 years' old.

Section two – your legal liability

What you are covered for

Your legal liability

You are covered for **your** legal liability for:

1. **accidental loss** to the **tenant's** property at the **home**, or
2. **accidental bodily injury** to the **tenant** at the **home**, occurring during the **period of insurance** in connection with **your** ownership of the **home** and/or its grounds.

Defence costs

You are also covered for defence costs **you** incur, with **our** prior approval for liability arising under the items above.

Reparation

You are covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of insurance** in connection with **your** ownership of the **home** and/or its grounds.

Provided that:

1. **you** or any other person entitled to cover under this benefit tell **us** immediately if **you** or they are charged with any offence in connection with **your** ownership of the **home** and/or its grounds that resulted in **loss** of property or **bodily injury** to another person; and
2. **we** give **our** written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 (Act), or would be covered but for:

1. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act,
2. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act,
3. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

What you are not covered for

Liability and costs not covered

You are not covered for liability, including liability for **reparation**, or defence costs connected in any way with:

1. **loss** to property that is in **your** possession or control, or
2. any business, trade, profession or sponsorship (other than being a landlord), or
3. any contract or agreement (except where **you** would have been liable even without a contract or agreement),
4. the ownership or use of any vehicle (other than an electric wheelchair, domestic garden appliance, mobility scooter or golf cart), motor scooter, trailer, caravan, watercraft, aircraft or other aerial device, or
5. any seepage, pollution or contamination (including the cost of removing, nullifying or cleaning up), unless the seepage, pollution or contamination happens during the **period of insurance** and is caused by a sudden and **accidental event** that occurs during the **period of insurance** and is not otherwise excluded under this policy.

You are not covered for punitive or exemplary damages or fines.

IMPORTANT:

Please also read the section on page 6, titled 'Policy exclusions that apply to all parts of this policy'.

What we will pay

Legal liability

The most **we** will pay is \$1,000,000 for any **event**.
An **excess** of \$250 will apply to each **incident**.

Defence costs

Defence costs covered by this policy will be paid in addition to the Legal liability limit (above).

Settlement of any claim **We** may pay the full amount under this part of this policy, or any lesser amount that the liability can be settled plus defence costs incurred, and this will meet all **our** obligations under this part of this policy.

Policy exclusions that apply to all parts of this policy

Confiscation	You are not covered for any loss, loss of rent, expense or liability connected in any way with confiscation, nationalisation, requisition, acquisition, or destruction of or damage to property by order of government, public or local authority or under any statute or regulation.
Consequential loss	You are not covered for any kind of consequential loss other than as specifically provided for under 'Section one – cover for your rental property'. <i>For example, you're not covered for financial loss that occurs as a result of physical loss or physical damage that is covered by the policy.</i>
Earth movements	You are not covered for any loss, loss of rent, expense or liability connected in any way with: <ol style="list-style-type: none">1. subsidence or erosion, or2. settling, warping or cracking caused by earth or other movements.
Electronic data and programs	You are not covered for any liability or loss of or damage to electronic data from any cause whatsoever including, but not limited to, a computer virus . This includes loss of use, reduction in functionality or any other associated loss or expense in connection with electronic data . However, this exclusion does not apply to physical damage to other covered property that results from that loss of or damage to electronic data , and which is not otherwise excluded.
Excess	For each incident , the relevant excess will be deducted from the amount of your claim unless stated otherwise. If you have multiple dwellings covered under this policy, the excess applies individually to each dwelling. Where an incident occurs that results in a claim under more than one section or sub section of the policy, only one excess will apply, being the highest applicable excess . The excess is deducted after any policy limits have been applied. <i>For example, if a limit of \$1,000 applies, and an excess of \$500 is payable by you, the amount we will pay is \$500.</i>
Intentional or reckless acts	You are not covered for any loss, loss of rent, expense or liability arising from any intentional or reckless act or omission by you or anyone else covered under this policy.
Nuclear	You are not covered for any loss, loss of rent, liability, prosecution or expense of any type in connection with: <ol style="list-style-type: none">1. ionising radiation or contamination by radioactivity from:<ol style="list-style-type: none">(a) any nuclear fuel, or(b) any nuclear waste from the combustion or fission of nuclear fuel.2. nuclear weapons material.
Terrorism	You are not covered for any loss, loss of rent, liability, death, prosecution or expense of any type in connection with an act of terrorism , including in connection with controlling, preventing, suppressing, retaliating against, or responding to an act of terrorism .
Unlawful substances	You are not covered for any loss, loss of rent, expense or liability in connection with the presence at the home of any 'controlled drug' as defined in the Misuse of Drugs Act 1975. This exclusion does not apply to loss covered by point 8 of the 'Loss of rent' automatic additional benefit.
War	You are not covered for any loss, loss of rent, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following: war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

How to claim

What you must do

If anything happens that may lead to a claim under this policy, **you** must:

1. do what **you** can to take care of the **home** and to prevent any further **loss**, loss of rent or liability, and
2. tell **us** as soon as possible, and
3. notify the Police as soon as possible if **you** think any **loss** was caused by an illegal act, and
4. allow **us** to examine the **home** before any repairs are completed, and
5. send to **us** as soon as possible anything **you** receive from anyone about a claim or possible claim against **you**, and
6. give **us** any information or help that **we** ask for, and
7. consent to **your** personal information in connection with the claim being:
 - (a) disclosed to **us**, and
 - (b) transferred to Insurance Claims Register Limited, and
8. tell **us** immediately if **you** are charged with any offence in connection with **your** ownership of the **home** and/or its grounds, which resulted in **loss** of property or **bodily injury** to another person.

What you must obtain our agreement to do

You must obtain **our** agreement before **you**:

1. incur any expenses in connection with any claim under this policy, or
2. negotiate, pay, settle, admit or deny any claim against **you**, or
3. negotiate, offer to pay or pay any **reparation**, including but not limited to, offers made as part of any case management conference or sentencing hearing, or
4. do anything that may prejudice **our** rights of recovery.

Actions we may take

At **our** expense **we** may take action in **your** name:

1. to negotiate, defend or settle any claim against **you** covered by this policy, and
2. to make a recovery from any other person for anything covered by this policy, and **you** must cooperate with **us**.

Dishonesty

If **your** claim is dishonest or fraudulent in any way, **we** may:

1. decline **your** claim either in whole or in part, and/or
2. declare either this policy or all insurance **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

Policy conditions

Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf

breaches any of the conditions of this policy, **we** may:

- (a) decline **your** claim either in whole or in part, and/or
- (b) declare either this policy or all insurance **you** have with **us** to be unenforceable.

This is at **our** sole discretion.

True statements and answers

The **application** is the basis of this policy. True statements and answers must be given (whether by **you** or any other person) when **you**:

1. apply for this insurance, and/or
2. notify **us** regarding any change in circumstances, and/or
3. make any claim under this policy.

Reasonable care

You must exercise reasonable care in the selection of the **tenant** and must obtain satisfactory written or verbal references in all cases.

Current house and contents insurance policy

You must at all times, during the **period of insurance**, hold a current house insurance policy (and contents insurance policy where applicable) covering the **home**.

Rentsure / Policy wording

Other insurance	You are not covered for any amount that is recoverable by you under any other policy of insurance. You must establish that the loss is not covered under any other policy of insurance and provide us with proof of this before you may claim under this policy.
Rent and bond in advance	You must collect: <ol style="list-style-type: none">at least 1 week's rent in advance, andat least 2 weeks' rent in the form of a Bond that will be registered with Tenancy Services, orany combination of 1 and 2 (above) up to a total of 3 weeks' rent.
Property inspection	You must: <ol style="list-style-type: none">complete an internal and external inspection of the home at a minimum of 6-monthly intervals and upon any change of tenant, andkeep a written record of the outcome of each inspection, andprovide a copy of the record to us when we request such a copy.
Monitoring rents	You must: <ol style="list-style-type: none">monitor rents on a weekly basis with written notification being sent to the tenant when rent is 14 days in arrears, together with a personal visit to determine if the tenant remains in residence, andat 21 days in arrears, make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986.
Changes in circumstances	You must notify us immediately if, after the start of this policy, there is a material: <ol style="list-style-type: none">increase in the risks covered, oralteration in the risks covered. <p>We may change the terms of this policy in response to any material change in circumstances you or anyone else advises us of. The change in terms will be effective from the date of the change in circumstances.</p> <p><i>Information is 'material' where we would have made different decisions about either: (a) accepting your insurance, or (b) setting the terms of your insurance, if we had known that information. If in any doubt, notify us anyway.</i></p> <p><i>This 'risk covered' refers to both: (a) the actual property or liabilities covered (known as physical hazard), and (b) you or other persons covered by this Rentsure® policy (known as a moral hazard).</i></p>
Cancellation	By you <p>You may cancel this policy at any time. If you do, we will refund any premium that is due to you based on the unused portion of the period of insurance.</p> By us <p>We may cancel this policy by giving you or your broker notice in writing or by electronic means at your or your broker's last known address. The policy will be cancelled from 4pm on the 30th day after the date of the notice. We will refund you any premium that is due to you based on the unused portion of the period of insurance.</p> Automatically <p>This policy will be automatically cancelled if you do not pay the premium. Cancellation under this clause will be effective from the date to which the policy was paid up to.</p>
Change of terms	We may change the terms of this policy (including the excess) by giving you or your broker notice in writing or by electronic means at your or your broker's last known address. Unless otherwise specified in this policy the change in terms will take effect from 4pm on the 30th day after the date of the notice.
Currency	Any amounts shown in this policy and in the schedule are in New Zealand Dollars.
Goods and services tax	All amounts shown in this policy include GST.
Governing law and jurisdiction	The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.
Legislation changes	Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

Joint insurance	If this policy covers more than one person, then all persons are jointly covered. <i>This means that a breach of this Rentsure® policy by any one person affects everyone's ability to claim under this policy.</i>
Other parties with a financial interest	If we know of any financial interest over the home , we may pay part or all of any claim proceeds to the holder of that interest. This payment will meet all obligations we have under this policy for the loss . We are authorised by you to disclose personal information about you to any holder of a financial interest. Any party who is recorded as having a financial interest under this policy, is not covered by this policy and does not have rights to claim under this policy.
Assignment	Except as outlined in 'Other parties with a financial interest' above, you must not otherwise transfer any of your entitlements or benefits under this policy to any person or entity without our prior written consent. It is not possible to assign this policy to another person or entity.

Definitions

The definitions apply to the plural and any derivatives of the words. *For example, the definition of 'accidental' also applies to the words 'accidentally', 'accident' and 'accidents'.*

accidental	means unexpected and unintended by you .
act of terrorism	an act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that: <ul style="list-style-type: none">▶ involves violence against one or more persons, or▶ involves damage to property, or▶ endangers life other than that of the person committing the action, or▶ creates a risk to health or safety of the public or a section of the public, or▶ is designed to interfere with or disrupt an electronic system.
application	the information provided by you to us when you purchased this insurance or requested a quotation for this insurance from us .
bodily injury	accidental death of, or accidental bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury.
computer virus	a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes but is not limited to Trojan horses, worms and time or logic bombs.
contamination damage	loss caused by methamphetamine contamination that exceeds the relevant guideline value for indoor surface contamination as set out in the most recent version of the New Zealand Standard NZS 8510.
electronic data	facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
event	any one event or series of events arising from one source or original cause.
excess	this is the amount that you must pay. The amount of the excess is shown in either the schedule or in this policy wording.

Rentsure / Policy wording

home	<p>The private dwelling or flat(s), including any:</p> <ul style="list-style-type: none">▶ domestic outbuilding, and▶ wall, gate, path, drive or fence, and▶ other permanent domestic structure, and▶ carpet or floor covering, and▶ kitchen stove and hob, range hood and any other permanently wired or plumbed home appliance, and▶ swimming pool if permanently plumbed, <p>that you own at the situation shown in the schedule.</p> <p>It also includes underground service or overhead electricity line, telephone or data cable at the situation shown in the schedule.</p> <p>It also includes any:</p> <ul style="list-style-type: none">▶ household goods, and▶ domestic garden appliance, (including their parts and accessories), <p>that are owned by you and provided by you for the tenant's use.</p> <p>It does not include any:</p> <ul style="list-style-type: none">▶ structure or property not at the situation shown in the schedule, or▶ temporary structure, or▶ tree, shrub or hedge, or▶ land or earth or fill.
incident	something that happens at a particular point in time, at a particular place and in a particular way.
loss	physical loss or physical damage.
methamphetamine	the Class A controlled drug methamphetamine or Class B controlled drug amphetamine as defined by the Misuse of Drugs Act 1975 or any of their precursor chemicals and by-products.
period of insurance	the period of insurance shown in the schedule .
present value	the reasonable cost to repair or replace, less an allowance for depreciation based on age, condition, and deferred maintenance.
remediate	to reduce the level of methamphetamine contamination to below the contamination level .
reparation	an amount ordered by a New Zealand Court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.
schedule	the latest version of the schedule we issued to you for this policy.
tenant	the person or persons leasing the home from you under a residential tenancy agreement.
we/us/our	NZI, a business division of IAG New Zealand Limited.
you	the person(s) shown as the insured in the schedule .

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