

PRO-SURE MAX BC (for Body Corporate Apartments)

Comprehensive rental property insurance for House, Contents and Loss of rent cover, Liability and much more

IMPORTANT INFORMATION

This Insurance is arranged on the basis of the information provided by you or your agent.

It is essential that all information is truthful and correct. If there is any important information, which **The Insurer** has not been given, or any change in circumstances during the **period of insurance**, you must tell **The Insurer**. Failure to tell **The Insurer** may affect the outcome of any claim you make.

The Insurer insures you during the **period of insurance** and any further period for which insurance is renewed.

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Section 1- Landlord Income Protection

Landlord income protection cover is comprised of six sections.

- (a) **Loss of rent**
- (b) **Damage to landlord contents**
- (c) Loss or **Damage to the house**- Comprehensive Cover
- (d) Landlords **Legal liability**
- (e) **Legal Defence** expenses
- (f) **Tenancy Practice Service** advice

(a) Loss of Rent. Excess \$250

	Situation	Cover Limit for each event	Excess
1	Your tenant abandons or vacates the house without giving you proper notice.	6 weeks or until the house is re-let whichever is the lesser	\$250
2	Your tenant fails to pay the rent and you are required to terminate the tenancy pursuant to the Residential Tenancies Act 1986 and obtain either a termination order or a possession order from the Tenancy Tribunal .	14 weeks or until the house is re-let whichever is the lesser.	\$250
3	You are prevented from accessing the house after sudden or accidental damage to the house under section 1 (c) of the policy.	52 weeks or until the house is re-let, whichever is the lesser.	\$250
4	You are prevented from accessing the house due to murder, or attempted murder, suicide or attempted suicide.	52 weeks or until the house is re-let, whichever is the lesser.	\$250
5	You are prevented from accessing the house due to the death of the tenant in a sole tenancy.	6 weeks or until the house is re-let whichever is the lesser.	\$250
6	You are prevented from accessing the house due to other damage to the house or in the direct vicinity of the house.	52 weeks or until the house is re-let, whichever is the lesser.	\$250
7	Your tenant obtains an order from the Tenancy Tribunal shortening a fixed term tenancy and you suffer loss as a result of that order .	4 weeks or until the house is re-let, whichever is the lesser.	\$250
8	The tenant or tenants , sub- tenants , guests, invitees or family members of the tenant intentionally or maliciously damage the house preventing your ability to rent the house .	52 weeks rent loss or until the house is re-let, whichever is the lesser.	\$250
9	Your tenant has resisted all attempts by you or your agent to gain vacant possession of the house following the service upon the tenant of a tribunal order for possession or eviction.	18 weeks or until the house is re-let, whichever is the lesser.	\$250

Conditions applicable to this section

Tenantiing your house

Making a claim

The **insured** shall not be able to claim under this section unless the **insured** has followed the **rent** arrears protocol outlined in the general conditions, number 14, "Tenantiing Your House".

When making a claim for **rent** arrears under this policy the **insured** shall provide **The Insurer** with an **order** from the **Tenancy Tribunal**, specifying termination and or possession and a **money order** for the **rent** arrears.

Bond monies

When a claim is paid for loss of **rent**, **bond monies** will not be taken into account and remain for the benefit of the **insured** (or his or her **property manager** acting as the agent) to cover re-letting expenses.

Person or persons or legal entity acting on your behalf;

1. Any notification or advice given to your **property manager** or your **agent** is considered to have been made to or by **you**.
2. Error or omission made by your **property manager** or **agent**, or any action taken or that should have been taken by your agent is to be considered as an act or omission by **you**.

The minimum square meter size of the apartment for which cover can be offered.

Cover can only be offered for apartments where the total square meters of the apartment (including balconies) is of a minimum size of **forty (40) square meters**.

**(b) Damage to Landlord's Contents.
Standard Excess- \$250
Malicious Damage, Theft or Burglary Excess- \$500**

You are insured for accidental, sudden and malicious damage, theft or burglary of the contents at the house.

The maximum payable under this section is \$20,000 per event or per year.

1. **The Insurer** will pay
 - (a) The repair cost, where the item is **damaged** and capable of being economically repaired, or
 - (b) To replace the item as nearly as possible equal to its condition when new, where the item is lost, destroyed or cannot be economically repaired after deducting the relevant **excess** as shown in **your schedule**
2. The maximum **The Insurer** will pay for any one claim for **damage** to the **contents** is \$20,000 in the aggregate unless a higher amount is shown in the **schedule**.
3. **Fusion- The Insurer** will pay up to \$2,000 for repair or replacement for any electric motor forming part of an appliance. For any claim under this section, a depreciation rate of eight percent (8%) per annum for any motor over 5 years old applies.
4. **The Insurer** will pay for **gradual damage** to a maximum of \$3,000 in the **aggregate** for any claim under house and/or contents combined.
5. Where the **Earthquake commission** agrees to cover your loss, but your loss exceeds the **Earthquake Commission** payment, the most **The Insurer** will pay is the difference between what the **Earthquake Commission** pays, or would have covered and your maximum entitlement under this policy.

Gradual damage

A maximum of \$ 3,000 (including GST) cover is provided in the aggregate for Gradual Damage under Section 1(c) Comprehensive Cover for Loss or Damage to the house and Contents.

Contents Means:

1. Chattels permanently wired and plumbed electrical appliances, drapes, curtains, carpets, microwave oven, washing machine and other goods which are made available to the tenant by the Landlord and listed in the tenancy agreement.
2. Above ground pools and portable spas (including their fixed accessories); owned by **you** (or for which **you** are legally responsible) and that **you** provide specifically for the use of the **tenant** and included in the Tenancy agreement.
3. Any furniture supplied by you as specified on the Tenancy Agreement. Including domestic garden appliances, (including their parts and accessories), that **you** provide specifically for the use of the **tenant**.

Claim Settlement

If **your** claim is for:

1. household contents and goods, and/or
 2. domestic garden appliances or their parts and accessories,
- That are owned by you and provided by you for the **tenants** use, **we** will pay:
- (a) For their **replacement** if they are not more than 10 years old, or
 - (b) Their **present value (Market value)** if they are more than 10 years old.

Exclusions

You are not **insured** for

1. Wear and tear, depreciation, corrosion or rust.
2. The cost of rectifying any fault, defect, error or omission in
 - (a) design
 - (b) manufacture, or
 - (c) assembly.
3. The breakdown, failure or wearing out of any part of any mechanical or electrical equipment unless burning out occurs.
4. Any carpet or floor covering which is not in the room(s) where the **damage** happened.
5. **Damage** which is covered by the Earthquake Commission Act 1993 or which would have been covered but for
 - (a) the deduction of the **excess**, or
 - (b) the **Earthquake Commission** exercising its power to decline a claim for that **damage**.

Subsection (c) Comprehensive Cover For Damage to the House

YOUR COVER

You are insured for full replacement value for loss or damage resulting from theft, burglary and malicious damage to the house

Under the Unit Titles Act 1972:

The insurance cover arranged by the Body Corporate, as a legal requirement under the Unit Titles Act 1972, will insure the property for sudden and accidental **damage**. (But this does not apply to the **contents**).

Therefore, cover for **damage** to the insured **house** is provided, only if it is the result of malicious or deliberate damage and/or vandalism, burglary or theft by the **tenant**, his living-in family or invitees.

The amounts **you** can claim are;

1. If, following **damage you** restore or replace **the house**, **The Insurer** will
 - (a) If it is not economic to repair **thehouse**, pay
 - (i) The cost of replacing **thehouse** as nearly as possible equal to its condition when new using current building materials and methods, and
 - (ii) Any extra costs that is necessary for the restoration to meet with the lawful requirements of any territorial authority,
 - (b) If it is economic to repair **the house**, pay the lesser of
 - (i) The amount of **damage**, or
 - (ii) the estimated cost to repair **thehouse** as nearly as new as possible to the same condition it was in immediately before the **damage** happened using current materials and methods after deducting the relevant **excess** shown on **your schedule**.
2. If, following **damage, you** do not restore or replace **the house**; **The Insurer** will pay the lesser of
 - (a) The amount of **damage**, or
 - (b) The market value
3. **The Insurer** will pay reasonable
 - (a) Costs of demolition, and
 - (b) Costs of removing debris and **contents** incurred in restoring **thehouse**.
4. **Gradual damage**

We pay your reasonable costs, up to \$3,000 (including GST) per event in total under both the House Policy and the Contents Policy, for gradual damage, mildew, mould or rot caused by water which first accidentally leaks, overflows or is discharged during the period of insurance from any of these installed at the location:

 - (a) Internal water pipe or internal waste disposal pipe.
 - (b) Bath, shower, basin, sink, toilet, cistern, bidet, internal water tank.

We will only pay for gradual damage, if you have taken steps to minimize the loss, as soon as it is discovered.

We do not pay for gradual damage caused by mildew, mould, or rot which you could have reasonably discovered earlier

We do not pay for gradual damage caused by mildew, mould, or rot to any tank, cistern, swimming pool or spa pool.
5. Where the **Earthquake Commission** agrees to cover your loss, but your loss exceeds the **Earthquake Commission** payment. The most **The Insurer** will pay is the difference between what the **Earthquake Commission** pays, or would have covered and your maximum entitlement under this policy. Less the excess that will be charged or would have been charged by the **Earthquake Commission**

Conditions applicable to “Damage to the House” section

1. Premium Reinstatement - If there is more than one claim in a policy period the underwriter at their option may require a reinstatement premium, equivalent to a full annual premium.
2. Excess - You must contribute the amount shown in the **schedule** for each **claim** under this section.
3. Limit of amount payable- The insurance cover provided is for 100% **replacement value** of the **Housesquare meter value** as noted in **the schedule**
4. If the **Insurer** has agreed to insure the **house** on **Indemnity** value only, the maximum sum insured will be paid as specified in the **schedule**
5. **Indemnity value** for the purpose of this section **Means**::; replacement costs less an allowance for age, wear and tear and depreciation of your house at the time of the loss or damage but not exceeding the maximum sum insured as specified in the **schedule**
6. Furthermore the General Exclusions (section 2) and General Conditions (section 3) will apply unless otherwise stated in the **Schedule**

NOTE:

7. **Damage repair to the house cover is strictly limited to repairs of the insured apartment only.**

(d) Landlords Legal Liability. Excess - \$250

YOUR COVER

If **you** are legally liable as owner/ landlord of **thehouseyou** are **insured** for:

1. Accidental **damage** to property,
2. Accidental **bodily injury**, or
3. Costs under section 43 or 46 of the Forest and Rural Fires Act 1977
4. **Damage** to **tenants** belongings

The Insurer will pay **damages** or costs awarded against **you** by a New Zealand Court and **defence costs, in the aggregate** of up to \$1,000,000 for any one claim.

EXCLUSIONS

You are not **insured** for:

1. Liability arising from any business, trade or profession.
2. Liability arising out of an agreement (except where **you** would have been liable without that agreement)
3. Liability arising from the ownership or use of any **motor vehicle, watercraft, aircraft** or other **aerial** device
4. Liability arising from the non-compliance with **your** obligations under the Forest and Rural Fires Act 1977.
5. Liability arising out of any unlawful or criminal act. Or any intentional act committed by **you, your** family or any other person acting with your consent.
6. Arising out of renovations, alterations or building work at the house or within the boundary of the house where the cost of the contract works exceeds \$ 60,000. this includes materials, labour, and contractors costs

(e) Legal Defence Expenses

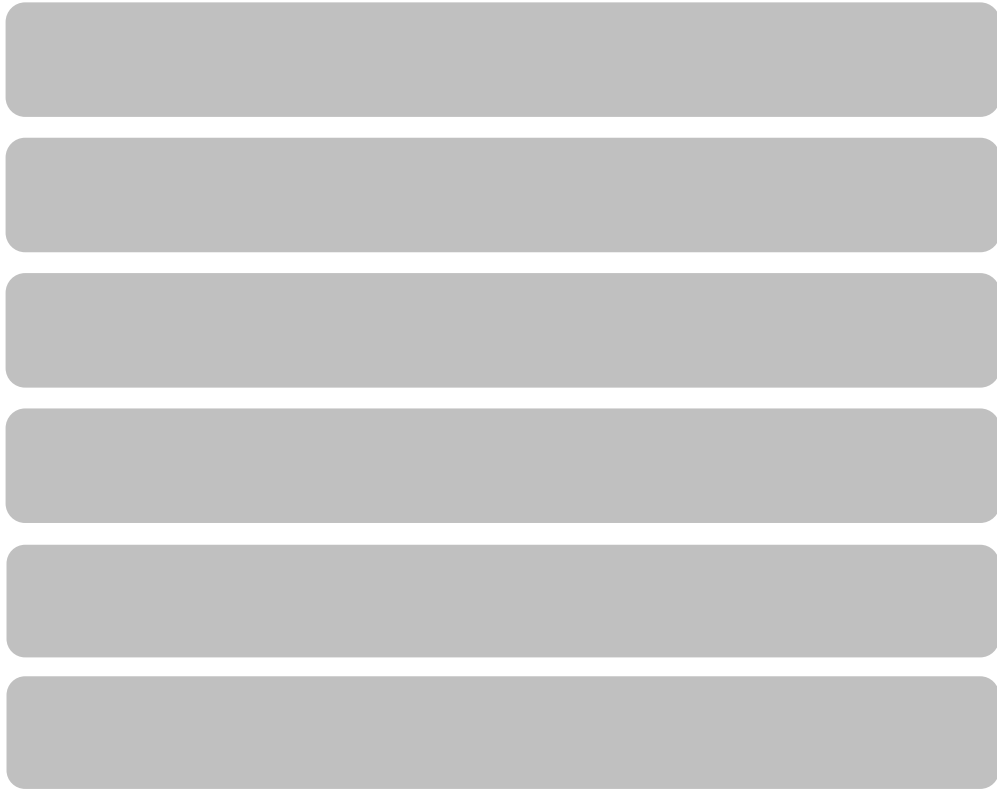
YOUR COVER

The Insurer will pay reasonable legal expenses incurred by **you** up to a maximum of two thousand dollars (\$2,000) for the sole purpose of defending or minimizing a claim brought against **you** by the **tenant** where the claim exceeds three thousand dollars (\$3,000), provided that **The Insurer** has consented in writing prior to the legal expenses being incurred.

(f) Tenancy Advice

The **insured** or the insured's **agent** shall be entitled to telephone advice at no charge on any tenancy related topic to a maximum of sixty (60) minutes per year.

This advice is provided by the "Conveyancing Shop" a legal firm that specializes in property law and is providing this service to you independently of the underwriter and "Pro-Sure Insurance Ltd"

The form contains seven horizontal grey bars, each representing a line of redacted text. These bars are stacked vertically and occupy the central portion of the page.

Section 2 – General Exclusions

You are not insured for

1. **Damage** to any property by **order** of any territorial authority or expenses arising from that **damage**.
2. Anything arising from:
 - (a) nuclear weapons, ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - (b) war, invasion, act of foreign enemy, warlike operations (whether war be declared or not), military or usurped power, civil war, rebellion, revolution or insurrection.
3. Any **damage** arising, occurring other than at or arising out of the ownership of the **house** specified in the **schedule**.
4. Any **damage** occasioned by or arising from **your** wilful or wrongful act or with **your** connivance.
5. Notwithstanding any provision to the contrary, this insurance excludes loss, **damage**, death, injury, illness, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with –
 - (a) an **act of terrorism** regardless of any other cause or event contributing **concurrently** or in any other sequence to the loss, **damage**, death, injury, illness, liability, cost or expense.
 - (b) an earthquake, volcanic eruption, hydrothermal or geothermal activity, tsunami,
 - (c) or any event where cover is provided under the Earthquake Commission Act 1993, except to the extent that cover is provided by any "NATURAL DISASTER DAMAGE EXTENSION"; any event where cover is provided under the Accident Rehabilitation and Compensation Insurance Act 1992;
 - (d) alterations or repairs which involve the removal of any structural support or foundation;
 - (e) total or partial removal of any roofing material;
 - (f) insects and vermin other than opossums;
 - (g) faulty or defective material, workmanship or design;
 - (h) power cuts made by any electricity supply authority;
 - (i) cleaning, repairing or restoring;
 - (j) underground water pressure.
 - (k) building defects & mould exclusion
6. In any relation to any building structure **you** are not insured for any loss, damage, liability, death, injury, illness, or any other form of cover otherwise available under this policy of whatsoever nature directly or indirectly caused by, or contributed to, or arise from; moisture or water or the penetration of external moisture or water; or the action or effects of mould, fungi, mildew, rot decay, micro-organisms, bacteria, protozoa, or any similar or like forms; or
7. The failure of any building or structure to comply with or perform to the requirements of any building code or to meet the level of performance, fitness or durability of its intended purpose.
8. In addition **you** are not insured for any costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediation or disposal of, or in anyway responding to or assessing the effects of mould, fungi, mildew, rot, decay micro-organisms, bacteria, protozoa or similar or like forms.

The exclusion (7) shall not exclude damage that is caused by, or arises out of leakage of internal water pipes, internal waste disposal pipes or cisterns, or appliance, bath, shower, basin, sink, bidets, internal water tank. (Refer to Gradual Damage clause).

Section 2 General Exclusions continued...

9. We will not cover loss or damage caused by:
- (a) wear and Tear
 - (b) the effects of light,
 - (c) corrosion or rust
 - (d) mildew, mould, rot or any loss connected with any of these, unless covered under the Gradual damage cover
 - (e) movement, settlement, shrinkage, or expansion of land, unless covered by the Natural Disaster cover;
 - (f) subsidence or erosion of land.
 - (g) scratching, denting or chipping, unless it is the result of any burglary, theft, malicious damage, earthquake., volcanic eruption, or impact from a vehicle, or animal
 - (h) the breakdown, failure or wearing out of any part of any mechanical or electrical equipment, unless covered by the Electrical or Electronic Breakdown additional cover;
10. *Computer Virus. This policy does not insure any liability connected in any way with loss or damage to electronic data, and any liability arising from this, directly or indirectly caused by a computer virus. This includes the loss of use, reduction in functionality or any other associated loss or expense in connection with electronic data.*

11. Leaking Building

This policy does not insure any **liability** connected in any way with any building or structure:

- (a) Containing moisture or being penetrated by external moisture or water,
- (b) Containing mould, fungi, mildew, rot, micro-organisms, bacteria, protozoa or anything similar

That is caused directly or indirectly by:

- Non-compliance with the New Zealand Building Code, or
- Faulty or defective design or specification, or
- Faulty materials, or
- Faulty workmanship

When the building or structure was constructed, altered or repaired.

Section 3 - General Conditions

1. General Statement of Agency

Any notification or advice given to your Property Manager or Agent is considered to have been made to or by you.

Any damage resulting from an act of omission that should have been taken by your agent is considered an act of omission by you.

2. Your Pro-Sure MAX BC Insurance Policy

(a) **Your** Insurance policy also incorporates **your proposal** and **your schedule**.

(b) If there is anything in the policy that does not meet with **your** needs, please contact **The Insurance Group Limited** (TIG) immediately.

3. Meaning of Words

All words shown in bold have a defined meaning, their meaning is set out in the general definitions.

4. Observance of Terms and Conditions

(a) **You** must observe and fulfil all of the requirements of this policy.

(b) If any statements or answers in **your proposal** are false, or **you** did not disclose any material information in **your proposal**, **The Insurer** will not be liable to make any payment and may be able to cancel **your** policy as if it had never existed.

(c) If **you** breach any obligation under any term of this policy, **The Insurer** may cancel this policy as if it had never existed.

(d) **The Insurer** will treat a breach, whether express or implied, of any part of this cover by any one of the named persons as a breach by all of them.

5. Care of Your Property

(a) **You** must take reasonable care to maintain, protect, and prevent **damage** to **your** property.

(b) **You**, and anyone else covered under this policy, must take reasonable care to avoid circumstances that may result in a claim.

(c) Your claim will not be covered if you, or they are reckless or grossly irresponsible

(d) **You** must tell **The Insurer** there will be no one living at the **house** for a period of more than 60 days at a time.

(e) A higher excess of \$ 750 applies if the house is un-occupied for a period prior to the 60 day unoccupancy clause.

(f) **You** must tell **The Insurer** if you make any structural alterations or improvements to **the house**. **The Insurer** reserves the right to charge **you** additional premium and put special conditions on the policy for any such changes.

(g) **If you** do not comply with this condition **you** cannot bring a **claim** under this policy.

6. Double Insurance

(a) **You** must notify **us** immediately of any other insurance policy that covers any of the risks covered under this policy.

(b) If there is such a prior policy, we will only pay over and above the limit payable under that policy.

7. **Claims**

- (a) If **you** can claim under more than one section of the Landlords Insurance with **The Insurer** as a result of one event, **The Insurer** will only deduct the highest **excess** that applies.
- (b) Unless **The Insurer** has agreed, **you** must not:
 - (1) incur any expenses in connection with any claim, or
 - (2) negotiate, pay, settle, admit, or deny any claim.
- (c) **The Insurer** shall have the right to:
 - (1) restore, replace or pay for any property,
 - (2) take over any property or deal with salvage in a reasonable way,
 - (3) refuse to pay the claim if:
 - i) it is false, or
 - ii) if **you** or anyone acting on **your** behalf knowingly gives any false information
 - (4) Take action in **your** name:
 - i) in conducting of any proceedings or in the settlement of any claim, or
 - ii) to make a recovery from any other person.
- (d) If anything happens which gives rise to a claim, **you** must
 - (1) Do as much as **you** can to take care of and to prevent further **damage** to **your** property,
 - (2) Tell **your** broker as soon as possible and supply information about the claim,
 - (3) Tell the Police immediately if **you** think **your** property has been lost or **damaged** by **burglary, theft**, vandalism, or malicious acts,
 - (4) Send **your** broker any letter or other document **you** receive from anyone else immediately after **you** receive it,
 - (5) Give **your** broker any information or assistance that is asked for,
 - (6) Not abandon any property.

8. **Automatic Reinstatement**

Once **the house** is restored following loss or **damage**, **The Insurer** will automatically reinstate cover from the date of loss. **You** will be required to pay additional premium for the reinstated cover.

9. **Other Insurances**

If **you** can claim under this policy and another policy, then **The Insurer** will only be liable to pay its rateable proportion of the claim.

10. **Increased Risk**

You must tell **your** broker if there are any changes that may increase the chance of a claim under this policy. Additional exclusions, conditions or premium may apply.

11. **Cancellation**

- (a) To cancel this policy or any cover **you** must tell **your** broker.
- (b) To cancel this policy or any cover, **The Insurer** must tell **you** by giving written notice of cancellation to **your** broker. Cancellation will take place at 4 pm 30 days later.
- (c) For the avoidance of doubt, the insurer does not grant refunds of pro-rata monthly premiums. There is an administration cost incurred to the insurer in recording the cessation of any policy and making a refund. The Insurer elects not to charge separately for these costs. The Insurer does however, elect not to grant pro-rata monthly premium refunds and instead to apply the pro-rata refunds to offset the cost of the said administration.

12. **Parties with security interests**

- (a) If **we** are advised of any party that holds a security interest over any property insured under this policy, that party is not insured under this policy unless **we** expressly say so.
- (b) However, **we** may pay all or part of any claim relating to that property to the holder of that security interest. **Our** obligations to **you** under this policy are satisfied to the extent of that payment.
- (c) **You** authorise **us** to disclose personal information about **you** to any holder of such a security interest.

Section 3 General Conditions continued

13. Other Interested Parties

If **The Insurer** is advised of any party having a financial interest in **your property**, **The Insurer** may pay part of all of any claim to that party.

14. New Zealand Jurisdiction

The laws of New Zealand shall apply to this policy and the Courts of New Zealand will have exclusive jurisdiction in respect of any litigation arising out of this policy. Any **damages** awarded or costs or expenses of litigation outside New Zealand are not covered.

15. Legislative Amendments

Reference to any legislation shall include any amendment or any statutory provision passed in substitution.

16. Goods and Services Tax (GST)

All amounts mentioned in this policy exclude GST unless specifically noted otherwise.

17. Tenanting your house

Every landlord shall;

- (a) Have and supply to the **tenant** a written **tenancy agreement**
- (b) Use a written **tenant** application form
- (c) Require a written or verbal reference meeting the following criteria
 - (1) The **tenant** has a reasonable **rent** payment record
 - (2) The **tenant** has maintained the tenancy premises in a reasonable condition
 - (3) The **landlord** has asked or enquired of the **tenant** whether the **tenant** knows or ought to have known, whether there would be any significant deduction from the **bond**
 - (4) In the case of a **tenant** who has no tenancy history, exercise reasonable care and judgement in the selection of the **tenant**
- (d) Prepare and keep a record of **rent** and **bond** payments and collect at least 1 week **rent** in advance from **your tenant**,
- (e) Complete an internal and external inspection of **the house** at no less than 6 monthly intervals, and when any **tenant** changes, and keep a properly certified record of all defects and **damage** discovered during that inspection.
- (f) Check on the payment of **rent** within two days of its due date and if the **rent** has not been paid then within a further five days send a **ten day notice to remedy** to the **tenant** at the **tenants** address for service.
- (g) If the **tenant** fails to remedy the ten day notice then the landlord should:
 - (1) Forthwith file an application with the Tenancy Tribunal seeking termination pursuant to Section 56 of the **Residential Tenancies Act 1986** or
 - (2) Not later than two days after the **rent** becomes 21 days in arrears file an application to the Tenancy Tribunal seeking termination under Section 55 of the **Residential Tenancies Act 1986**.
- (h) Check on a regular basis to see whether **the house** has been abandoned and the **rent** is in arrears by at least one day, then to make an application to the Tenancy Tribunal for an **order** terminating the tenancy under section 61 of the **Residential Tenancies Act 1986**. (note: this paragraph applies where abandonment is suspected, this action will make it possible to very rapidly obtaining an order for vacant possession issued by the **Tenancy Tribunal**)
- (i) When making a claim for **rent** arrears under this policy provide to **The Insurer** an **order** from the **Tenancy Tribunal**, specifying termination and or possession and a **money order** for the **rent** arrear
- (j) **If you do not comply with these conditions, you cannot bring a claim under section 1 (a) of this policy.**

Section 4 - General Definitions

Agent

Means the authorised person, or legal entity, acting for the owner and managing the **house** on behalf of the owner

Aggregate

Means a combined total,

Aircraft

Means any vessel, craft or thing made of or intended to fly or move in or through the atmosphere or space.

An act of terrorism

Means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Application (in relation to the Tenancy Tribunal) includes

- (a) an application made jointly by the landlord and **tenant** of any premises and;
- (b) any complaint by the landlord against the **tenant** or by the **tenant** against the landlord: and
- (c) any claim by the **tenant** against the landlord or any claim by the landlord against the **tenant**;
- (d) any complaint by the chief executive alleging a breach of the Residential Tenancies Act 1986;
- (e) any other application that may be made to the tribunal by virtue of any of the provisions of the Residential Tenancies Act 1986 or of any regulations made under the Residential Tenancies Act 1986.

Application (in relation to a tenant applying for a tenancy)

Means the completion of a form to be considered for a tenancy

Bodily injury

Means injury caused solely and directly by violent, accidental, external and visible Means.

Bond

Means any sum of money payable or paid under a **tenancy agreement** as security for the observance and performance of the **tenant's** obligations under the **tenancy agreement** and the Residential Tenancies Act 1986; but does not include any sum payable or paid by way of **rent**.

Bond monies

Means monies paid in satisfaction of the **bond**

Burglary

Means forceful entry or exit and the unlawful removal of **insured contents** from the situation and the resulting **damage** to the **house**.

Consultancy Agreement

Means an agreement to have an ongoing advisory relationship with The Tenancy Practice Service, where the person or company receiving the service agrees to pay a monthly fee paid in advance

Contents

Means Chattels, permanently wired and plumbed electrical appliances, drapes, curtains, carpets, microwave oven, washing machine and other goods which are made available to the tenant by the Landlord and listed in the tenancy agreement.

Damage

Means loss or physical **damage** and includes malicious **damage**, vandalism or theft by the **tenant**.

Defence costs

Means reasonable legal costs and expenses which **you** incur in defending a claim against **you** if they are incurred with **The Insurer's** consent.

Section 4 General Definitions continued

Document Perusal

Means the reading, analysis and recommendations of written records or evidence

Excess

Means the sum of money referred to in the policy which will be retained by **The Insurer** on the payment of any claim

Earthquake Commission

Means the commission appointed under the Earthquake Commission Act 1983

Exclusions

Means items that are not covered or omitted or by within the policy

Fusion

Means electrical damage to an electric motor

Immediate un-occupancy

Means: a property vacated pending re-letting, but for a period less than 60 days. Otherwise the "Care of Your Property" 60 day un-occupancy reporting requirement will apply as stated under the General Conditions paragraph 5.(d)

Insured

Means the person or legal entity named in the **schedule**.

Insurer

Means **China Taiping Insurance (NZ) Co. Ltd (CTINZ)**

Legal Defence

Means the solicitors, firm of solicitors or the Tenancy Practice Service employed by the landlord to protect the landlord's interests.

Legal liability

Means the legal responsibility attributed to a person or company in their capacity as landlord

Landlord

Means the grantor of a tenancy under a tenancy agreement.

Malicious damage

Means wilful **damage** or **damage** carried out intentionally by the tenant

Money order

Means an **order** made by the Tenancy Tribunal that one party pay the other party a sum of money referred to in the **order**.

Motor vehicle

Means any car, caravan, motor cycle, motor scooter or trailer.

Order

Means a decision given by the Tenancy Tribunal

Period of insurance

Means the period for which this policy lasts as shown in **your schedule**

Possession order

Means an **order** made by the Tenancy Tribunal granting possession to the landlord or applicant.

Section 4 General Definitions continued

Proposal

Means the **proposal you** made for insurance, or for renewal of insurance, including all information given to The Insurer as part of or support **your proposal**, whether by telephone, on paper or electronically.

Property Manager

Means the authorised agent or company acting as the landlord of the house.

Property Management

Means the profession of acting as a landlord on behalf of the owner for an agreed commission or fee.

Rent

Means any money, goods, services or other valuable consideration in the nature of **rent** to be paid or supplied under a **tenancy agreement** by the **tenant**; but does not include any sum of money payable or paid by way of **bond**.

Residential Tenancies Act 1986

Means the relevant act that relates to property management and tenancy practice.

Situation

Means the location(s) described in **your schedule** of the insured **house(s)**.

Schedule

Means the confirmation provided to or by **your agent** or broker giving details of the landlords Insurance cover **you** have purchased.

Ten day notice to remedy

Means the notification served to the tenant(s) of the house, where the tenancy agreement has been breached. The notice gives the tenant(s) ten (10) working days in which to remedy the notice before further action is taken.

Tenancy agreement

Means the written contract between **you** and **your tenant** confirming the conditions of **rental for the house**.

Tenant

Means the grantee of a tenancy and is the person or persons named in the **tenancy agreement** .

Tenancy Advice

Means guidance, assistance and or information provided by the Conveyancing Shop

Termination order

Means an **order** made by the Tenancy Tribunal granting termination of the tenancy which **termination order** is; by virtue of the Residential Tenancies Act 1986, automatically a **possession order**.

The contents

Means **your household** goods in the **house**, this includes chattels, furniture and other property owned by the **insured** available for use by the **tenant**.

The house

Means the building(s) at the **situation** owned by **you** and includes; flats, apartments, terraced **house(s)**, town **house(s)**, duplex's, minor dwelling units, outbuildings, fixtures and structural improvements on the site used principally for residential purposes Including;

- (a) Fences,
- (b) Gates,
- (c) Walls,
- (d) Floor coverings (but not carpets),
- (e) Services **you** own or for which **you** are responsible, but excluding:

- (1) Carpets, unless permanently affixed
- (2) Land, earth or fill.

Section 4 General Definitions continued

Theft

Means the unauthorised removal of any landlord contents or property without evidence of forceful entry or exit from within the boundary of the **situation, by the tenant** or the family or your tenants', guests or invitees.

Waiver

Means the ability to opt out of a clause or part of a contract.

Watercraft

Means anything designed to travel in or through water.

You or Yours

Means the entity named in the **schedule**. If the entity named is a partnership, then the terms of this policy apply jointly to all partners and to those responsible for its management. **Your** or **yours** has a corresponding meaning.

Section 5- Optional Extensions

(a) Waiver of Excess for loss of rent is unfortunately not available for this policy type.

(b) Increase of the standard maximum insured weekly rent.

Increase of the standard maximum insured weekly rent

In a case of **rent** loss **The insurer** may agree to increase the standard maximum weekly **rent**, to an amount which will be shown in the **schedule**.

(c) Increase in the standard maximum insured amount of Landlord Contents

Increase of the standard maximum insured content

The **insured** may elect, at their discretion and on acceptance by **The insurer**, and in consideration of an agreed premium, to increase the standard maximum sum insured for landlord **contents**.

The endorsed maximum sum insured for **landlord's contents** will be noted in the **schedule**.