

AMP Landlord Plan Policy





Landlord Plan Policy Document

Thank you for choosing us to provide you with your insurance cover.

Arranging insurance means you are making a legal contract under which you promise to meet certain obligations and conditions, and in return we promise to provide specified insurance cover.

Please examine this document, including the schedule, to ensure the insurance protection is in accordance with your requirements. If it does not meet your requirements, or you wish to make changes to the insurance cover, please contact your AMP Adviser, Broker, or phone us toll free on 0508 806 244.

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Introduction and agreement

We will provide the cover set out in this policy during the *period of insurance* shown on the *schedule*, provided you have paid the *premium* and you remain subject to the policy's terms, limits, exclusions and conditions.

Your insurance contract consists of three parts

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

3. the proposal or application form.

Whether you have received or provided this information verbally, or have completed, accessed or received versions of these documents electronically or in printed form.

What you are insured for

We agree to insure you jointly for losses to your *property*, for the Events listed below, occurring during any *period of insurance* for which we accept a *premium*.

What we will pay

Event	Maximum limit any one event	Excess that applies to each event
1. <i>Property damage</i> (as defined) caused by the <i>tenant(s)</i> for which we will at our option pay: <ol style="list-style-type: none"> (a) the cost incurred in rebuilding or repairing the damaged portion of the <i>property insured</i> using currently equivalent building materials and techniques to a condition no more extensive, nor better than its condition when new; or (b) the <i>indemnity value</i> should you not rebuild or repair within a reasonable time. 	\$30,000	\$250
2. Loss of <i>rent</i> due to the <i>property insured</i> being left untenable as a result of <i>property damage</i> covered under Event 1.	The value of 26 weeks <i>rent</i> at 100% plus The value of 13 weeks <i>rent</i> at 75% plus The value of 13 weeks <i>rent</i> at 50%	\$250
3. Loss of <i>rent</i> due to nonpayment by the <i>tenant(s)</i> as allowed under the <i>Tenancy agreement</i> , following prevention of access to the <i>property insured</i> or failure of public utilities.	The value of 8 weeks <i>rent</i>	\$250
4. Loss of <i>rent</i> due to the nonpayment by the <i>tenant(s)</i> following the <i>tenant(s)</i> vacating the <i>property insured</i> without giving required notice.	The value of 8 weeks <i>rent</i>	\$250
5. Loss of <i>rent</i> following eviction of the <i>tenant(s)</i> from the <i>property insured</i> due to nonpayment of <i>rent</i> .	The value of 8 weeks <i>rent</i> at 100% plus The value of 4 weeks <i>rent</i> at 75% plus The value of 4 weeks <i>rent</i> at 50%	\$250
6. (a) <i>Accidental physical loss</i> or <i>accidental physical damage</i> to the <i>tenant(s)</i> <i>property</i> at the <i>property insured</i> for which you are legally liable.	\$1,000,000	\$250
(b) <i>Accidental bodily injury</i> to the <i>tenant(s)</i> at the <i>property insured</i> for which you are legally liable.	\$100,000	\$250
(c) Defence costs reasonably and properly incurred in relation to 6(a) and/or 6(b)	Included within the limit shown for Event 6(a) and/or 6(b)	\$250

Provided that:

- (a) where a maximum limit for any one event, other than that shown on page 2, is specified in the *schedule* this is the maximum amount we will pay under this policy;
- (b) for swimming and spa pool liners the maximum payable is the *indemnity value*; and
- (c) for all claims for floor coverings cover is limited to the room or rooms in which the loss or damage occurs.

Additional benefits

1. Fees and clearance costs

We will pay:

- (a) costs of clearing the building site or demolition of the damaged portion of the *property insured* and the removal of debris of contents from the *property insured*; and
- (b) architects, surveyors, consultants and legal fees to reinstate or repair the *property insured* incurred with *our* prior consent following any loss insured by this policy.

2. Statutory requirements

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

3. Automatic reinstatement of cover

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

4. 30-day money-back guarantee

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

However, any payments that we make under additional benefits 1 and 2 above will be included within the maximum limit of any one event provided under Event 1 of this policy.

You are not insured for

1. Property damage, loss of rent or legal liability which is:

- (a) recoverable under any other policy of insurance;
- (b) attributable to wear and tear;
- (c) in connection with property other than that as defined within this Policy; or
- (d) directly or indirectly caused by, or in connection with, fire.

2. Legal liability arising out of:

- (a) any business, profession or employment;
- (b) the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft or watercraft;
- (c) any agreement unless liability would have existed despite such agreement;
- (d) the cost of defending any legal proceedings brought under the jurisdiction of any court outside of New Zealand or any damages or costs awarded;
- (e) any fine, or any punitive, exemplary or aggravated damages which a court awards against *you*; or
- (f) liability in connection with seepage, discharge, pollution or contamination, unless such seepage, discharge, pollution or contamination is caused by an event that is sudden and *accidental* and happens during the *period of insurance*.

Policy conditions

1. Other insurance

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

2. Cancellation

We may cancel this policy at any time by sending a letter to this effect to *you* at *your* last known postal address. The cancellation will take effect at 4.00pm on the 7th day after the letter has been sent. *You* may cancel this policy by giving written notice to *us*. We will refund the unexpired proportion of the *premium*.

3. Correctness of statements and fraud

The proposal, application or declaration form is the basis of this contract.

All statements made or information given by *you* or on *your* behalf:

- (a) in any proposal, application or declaration (whether *you* have provided these statements or information verbally or have completed, accessed or received versions of these documents electronically or in printed form or provided information to *us* by telephone);
 - (b) in support of this policy; or
 - (c) in support of any claim; or
- must be complete and correct in all aspects.

If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect information was supplied to *us*, or the statement or fraudulent claim was made to *us*. *We* may also cancel any other policy *you* have with *us*.

4. Breach of policy terms and conditions

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

5. Selection of tenant(s)

You must exercise all due care in the selection of any *tenant(s)* and must obtain satisfactory references prior to the commencement of the *Tenancy Agreement*.

6. Rent in advance

You must collect the amount equal to at least two weeks *rent* in advance.

7. Payment of a Bond

You must collect the amount equal to at least two weeks *rent* in the form of a Bond which must be registered with the Tenancy Services.

8. Inspection of property

At 6 month intervals, or sooner if there is a change of *tenant(s)*, *you* must complete an internal and external inspection of the property.

9. Rent in arrears

You must monitor *rent* on a daily basis with written notification being sent to the *tenant(s)* when the *rent* is 10 days in arrears. If *rent* is not received then a second letter must be personally delivered to the *tenant(s)*, at which point in time it must be ascertained whether or not the *tenant(s)* is/are currently in the residence.

10. Duty of disclosure

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

11. Change of circumstances

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

12. Care of insured property

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

13. Current underlying house and contents insurance

You must maintain current house and contents insurance policies covering the *property insured* during the *period of insurance* of this policy.

14. Instalment premiums

Where *we* have agreed to accept payment of *premium* by instalment, all benefits under this policy will be forfeited from the date the first unpaid instalment was due and *your* policy will be automatically cancelled if any *premium* instalment/s remain unpaid for 28 days.

To ensure that *you* have an opportunity to maintain cover in the event that an instalment *premium* has not been made to *us*, *we* will attempt again to collect the outstanding *premium* instalment from *your* nominated bank account.

Where any instalment is overdue, but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due.

15. Goods & services tax

All limits, amounts or *excesses* shown are GST inclusive.

16. Joint insured

If the insured in the *schedule* is more than one individual they are jointly insured. A breach of any conditions under this policy by any of these persons will be treated as a breach by all of them.

Claims conditions

1. On the happening of any event which may give rise to a claim under this policy *you* must:
 - (a) immediately notify *us* of such an event;
 - (b) take all reasonable steps to minimise the extent of loss or damage;
 - (c) provide all proofs, detailed particulars, information and other evidence and otherwise give all possible assistance that *we* may require; and
 - (d) advise the police as soon as possible of any malicious damage, vandalism or theft.
2. *You* shall not without *our* written consent incur any expense or negotiate, pay, settle, admit or repudiate any claim.
3. *We* shall be entitled at *our* expense and in *your* name to take any proceedings necessary to obtain relief from any other party and to take over and conduct defence and settlement of claim. *You* must provide all reasonable assistance and co-operation.
4. Where a mortgage or other party having a financial interest in the *property insured* has been noted, losses may be payable to that party. This will meet *our* obligations under this contract.
5. Any payment by *us* for loss of *rent* will be reduced by the amount of *rent* received by *you* in advance and/or any Bond held by *you* or with the Tenancy Services.

Definitions

Definitions explain words frequently used in the policy. Defined words are shown in italics.

1. *You* or *Your* means the insured person or persons named in the *schedule*.
2. *We, us* or *our* means Vero Insurance New Zealand Limited.
3. *Tenant(s)* means the person or persons leasing the *property insured* from *you* under a current *Tenancy Agreement*.
4. *Tenancy Agreement* means the written contract of tenancy between *you* and the *tenant(s)* over the *property insured*.
5. *Property damage* means malicious damage, vandalism or theft by *tenant(s)*.
6. *Accidental* means unexpected and unintended by *you*.
7. *Bodily injury* means *accidental* death of, or bodily injury to any *tenant*.
8. *Premium* is the consideration for this contract. This may mean the first premium or any subsequent renewal *premium*.
9. *Schedule* is the latest current policy schedule, expiry notice or insurance renewal issued to *you*.
10. *Period of insurance* is the period shown within the policy *schedule*.
11. *Excess* is the first amount of any claim that *you* must pay. Where *you* suffer a total loss and *you* have been paying *your premium* to us by instalment the excess shown on the *schedule* and/or policy document will be increased to include:
 - (a) the difference between the amount *you* have paid and the amount of *premium you* would have paid if *you* had instead elected to pay *your premium* annually; and
 - (b) the total value of the instalment fees for all of the *premium* instalments.
12. *Property* or *property insured* means the private residential dwelling or flat including any self-contained unit at the situation described in the *schedule* owned by *you* including:
 - (a) permanently attached fixtures, fittings and their accessories;
 - (b) carpets or floor coverings, blinds or drapes and furniture left for the *tenant(s)* use;
 - (c) garages, greenhouses, domestic outbuildings, decks and terraces;
 - (d) permanently installed swimming and spa pools;
 - (e) service tanks, septic tanks, heating oil tanks, drains, pipes and cables;
 - (f) driveways, footpaths, garden walls (other than retaining walls), tennis courts and other domestic improvements of a structural nature; and
 - (g) aerials forming part of the building, gates, fences (excluding hedges and shrubs) contained within the boundaries of the residential land or section.The property insured must be located in New Zealand and does not include:
 - (a) any wharves, jetties, bridges, culverts, dams; or
 - (b) cable cars, lifts or elevators external to the dwelling.
13. *Tenant's property* means any property that belongs to the *tenant(s)* that is contained within the boundaries of the residential land or section specified in the *schedule*.
14. *Indemnity value* is the amount needed to put *you* back in the same financial position *you* were in immediately before the loss occurred. This means the cost of rebuilding or repairing the damaged portion of the *property insured* to a condition no better or more extensive than when new, less due allowance for depreciation and wear and tear.
15. *Rent* means the periodic payments due to *you* by the *tenant(s)* for use of the *property insured* as agreed under the current *Tenancy Agreement*.

Contact us

0508 806 244

amp.co.nz

Speak to an AMP Adviser or Broker today about how AMP Landlord Plan can help protect your asset.