

TOWER Provider  
House & Contents Policy  
SuperMaxi Protection

Because  
sooner always  
comes before  
later”



# Welcome

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**We** welcome **you** as a valued client of TOWER Insurance. **You** have entrusted **us** with the insurance of **your house, contents and personal effects**. **We** value that trust.

This policy consists of this wording, proposal and declaration and **certificate of insurance** completed on the basis of information which **you** have provided to **us**.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please call **us** on **0800 808 808**.

The extra cover provided under the special benefits and optional special benefits for each section is also subject to the general conditions, exclusions, obligations and limits of this policy.

In this policy some words are in bold, eg **you**. This may indicate that the words have a special meaning. To find out the meaning, please refer to the Section - Meanings of words on page 18.

# Our guarantee

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If **you** are not completely happy with **your** policy, please tell **us** within 30 days of its commencement date. **We** may agree to change the policy to suit **you**. If not, and **you** wish to cancel the policy, **you** can as long as **you** have not made any claims. **We** will then refund any premium **you** have paid and **we** will both regard this policy as never commencing.

*Underwritten by TOWER Insurance Limited*

## What you must tell us

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**We** would like to point out some of the important obligations **you** have.

The correctness of all statements made in relation to this policy or any claim under this policy is essential before **we** have any liability under this policy. **We** must receive all relevant information. This means that **we** need **you** to tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you** or pay **your** claim. If any circumstances change or may change during the time **we** provide **your** insurance it is important **you** tell **us**. This applies at inception and renewal of **your** policy and also during the term of **your** policy.

Examples of a change in circumstances or any other information may include:

- if the use or occupation of the **house** or land at the **situation** changes to include any business use;
- if any structural alteration or addition is made to **your house**;
- if **you** are charged with, convicted of or commit any criminal offence or traffic offence, other than parking infringements.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not **we** have asked questions that relate to it. If **we** are not told **we** have the option to decline any claim, or avoid this policy from the date of the change.

# Some of your other important obligations

## You must:

- allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- allow **us** to inspect the loss or damage and deal with any salvage in a reasonable manner. No property may be abandoned to **us**;
- allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have and **you** must co-operate fully in any recovery action;
- comply with all **our** requests relating to **your** claim including providing all co-operation, information and assistance;
- establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply;
- inform the Police if it appears that there has been arson, theft, burglary or malicious damage;
- not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission;
- not discuss a claim made on **you** by another person with them. Instead, refer them to **us**;
- not make a claim that is false or fraudulent in any way or make any false or incorrect statement in connection with any claim;
- not start rebuilding or repairs to **your house, contents or personal effects** without **our** prior approval;
- provide **us** immediately with full particulars of any claims made against **you** by another person, all legal documents served on **you** and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of **your** defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence;
- take all steps which **we** consider reasonable to prevent further loss or damage and see that any rebuilding or repairing is carried out promptly;
- tell **us** if any lost or stolen property which was part of the claim is found or recovered and hand it over to **us** or at **our** option refund any money paid by **us** if **we** request it;
- tell **us** if any person is ordered to make reparation to **you** for any loss or cost which was part of a claim and reimburse **us** for that payment as soon as **you** receive any reparation.

Otherwise **we** can decline **your** claim and/or recover any payment already made.

# Contents

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# What your house, contents and personal effects are insured for

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Sudden and unforeseen accidental physical loss or damage, unless excluded by this policy.

## What special benefits you are covered for

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### Alternative accommodation

If **you** are away from **your house** and are temporarily occupying a structure that becomes uninhabitable due to damage by fire, storm or flood **we** will pay for reasonable alternative accommodation expenses incurred by **you** up to \$1,000 or for a maximum of 14 days whichever is less.

### Carpet and drapes extended replacement

If **your** floor or window coverings suffer damage covered by this policy, and **we** agree to replace them, **we** will pay for their replacement in the rooms where the damage occurred. **We** will also pay for the replacement of identical floor or window coverings in other rooms.

### Credit or debit card fraud

If **you** suffer loss from the fraudulent use of **your** credit and/or debit card and **you** cannot reasonably recover that loss from anyone else **we** will reimburse **you** up to \$1,000.

### Emergency return

If **you** suffer major loss or damage to **your house** and/or **contents**, or death of an immediate family member when **you** are temporarily absent from **your house** that requires **your** premature return home, **we** will reimburse up to \$1,000 for reasonable additional costs incurred by **you**, as long as these costs are not covered by any other policy.

### Fatal injury

If **you** die as a result of injury caused by fire at **your house** or anyone who has unlawfully entered **your house** during the **period of insurance** **we** will pay **your** estate \$5,000. **Your** death must be within three calendar months of the injury. **We** will not pay more than \$10,000 during any one **period of insurance**.

### Frozen food deterioration

If **your** refrigeration equipment accidentally stops and **your** frozen food deteriorates to the point where it is not fit to eat **we** will pay **you** up to the value of that loss. In addition, **we** will pay the cost to repair any loss or damage caused by the spoiled food.

## Gradual damage

If **your house** or **contents** suffer loss or damage through gradual deterioration, mildew, mould or rot caused by water which accidentally leaks or overflows or is discharged from any of the following installed at the **situation**; internal water supply pipe, internal waste disposal pipe, bath, shower, basin, sink, toilet, cistern, bidet or internal water tank **we** will pay up to \$6,000 to repair the resulting damage provided that the leak, overflow or discharge first occurred during the time that **we** insure **your house** and **contents**. In addition, **we** will pay up to \$500 for the reasonable costs of locating the cause of the damage.

## House under construction or alteration

**Your** policy is extended to cover **your house**, **contents** and **personal effects** for damage while **your house** is under construction or structural alteration. An additional **excess** of \$500 will apply.

## Internet purchases

If **you** have purchased any goods through the Internet and they are damaged, lost or stolen after **you** have paid for them, but before **you** have received them and **you** cannot reasonably recover that loss from anyone else, **we** will reimburse **you** up to \$1,000 per event.

## Jewellery

If **you** suffer loss or damage to **your** jewellery including watches **we** will replace the items or pay for their repair up to \$20,000 for any one item or set unless the item or set is individually shown in the **certificate of insurance** with a higher limit. If **you** choose not to replace or repair **we** will pay the **present day value** up to a maximum of 50% of the item's replacement value.

## Keys and locks

If **your house** keys or remote door opener(s) are stolen or believed on reasonable grounds to have been illegally duplicated or it is reasonable to believe that the combination number of an electronic keypad for external doors may have become known to someone else without **your** permission **we** will pay up to \$1,000 free of any **excess** or **excess refund** to replace the keys, remote door opener(s) and locks or change the combination number of the electronic keypad. **We** will also pay for the reasonable cost of opening any safe following theft or loss of its key or combination.

If **you** have this benefit with **us** under any other policy then the maximum amount **we** will pay under all policies is \$1,000.

## Landscaping

If **your house** suffers loss or damage as a result of fire or impact by a vehicle and at the same time **your** lawn, flowers, trees, hedges or shrubs are also damaged **we** will pay up to \$4,000 for their replacement.

## Natural disaster damage

If **your house** or **contents** suffer **natural disaster damage**, **we** will pay the difference between the amount paid under EQCover and the sum insured shown in the **certificate of insurance**.

If **you** want more information about EQCover please ask **us** for a brochure, or phone the Earthquake Commission on freephone **0800 508 765**.

## No claims bonus

If **you** have not had any claims with **us** or **your** previous insurer for the last year, **you** will receive a no claims bonus. If during the next two years **you** also don't have any claims **you** will qualify for an extra no claims bonus.

Should **you** make a claim, the no claims bonus or extra no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase it again at the next renewal if no further claims are made.

## One event - one excess

If **your house**, **contents** or vehicle are insured by **us** suffer loss or damage for which a claim is accepted as a result of the same event, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Property security after loss

If **your house** suffers loss or damage which is covered by this policy **we** will pay up to \$4,000 to temporarily secure it to prevent further loss or damage, while it is unoccupied.

## Retaining walls

This policy is extended to include damage to **your** retaining walls. **We** will pay up to \$12,000 to replace or repair the retaining wall. This includes the cost of providing access to the wall, stabilising the soil, and providing footings, drainage materials and backfill.

## Security alarms

If **you** have installed a passive infra-red security system that protects all the important areas of **your house**, **we** will give **you** a discount off **your contents** premium. **We** will also pay up to \$500 for the reasonable cost to reset or reprogram **your** passive infra-red security system if it was activated during a break in or attempted break in.

## Spectacles, contact lenses, hearing aids and dentures

If **you** suffer loss or damage to **your** spectacles, contact lenses (but not disposable contact lenses), hearing aids or dentures for which a claim is accepted **we** will pay for their replacement or repair free of any **excess** or **excess refund**.

## Stress benefit

If **you** suffer a total loss of **your house** or **contents** for which a claim is accepted **we** will pay **you** an additional \$2,000 for the inconvenience this may cause **you**.

## Swimming and spa pool pumps and motors

This policy is extended to include loss or damage to **your** swimming and spa pool pumps and motors for their **present day value**, other than loss or damage caused by fire or impact when cover is for **full replacement value**.

## Temporary accommodation expenses

If **your house** or **contents** suffer loss or damage for which a claim is accepted under this policy or which is covered under EQCover and **your house** is uninhabitable as a result, **we** will pay **you** reasonable temporary accommodation expenses up to \$25,000. This includes kennel or cattery fees for **your** domestic pets. No temporary accommodation expenses will be paid after repairs have been completed or **your** claim has been paid.

If **you** have this benefit with **us** under any other policy then the maximum amount **we** will pay under all policies is \$25,000.

## Temporary storage after loss

If **your house** or **contents** suffer loss or damage for which a claim is accepted **we** will pay up to \$5,000 for the reasonable costs of storing **your contents** if required. This includes moving **your contents** to a secure storage facility, storage costs while **you** are in temporary accommodation and returning **your contents** to **your house**.

## University and boarding school extension

This policy is extended to cover **your** children's **contents** while they are attending University or School and staying in University Halls of Residence, a Boarding School Hostel or a private home as a boarder. **We** will pay up to \$10,000.

However, if in University Halls of Residence an additional **excess** of \$400 will apply.

## Veterinary fees

**We** will pay up to \$500 for veterinary fees if **your** domestic pet is injured in an accident by a motor vehicle.

## Visitors' effects

**We** will pay up to \$500 for the accidental loss or damage of personal effects owned by visitors temporarily staying in **your house**, provided they are not covered by any other policy.

## Wedding and christmas gifts

This policy is extended to cover wedding or Christmas gifts temporarily stored in **your house**, provided they are not covered by any other policy.

# Optional special benefits

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## Business tools

If **you** have selected this benefit **we** will increase the limit to \$20,000 for property from which **you** obtain financial return whether for profit or not.

## Children's contents

If **you** have selected this benefit this policy is extended to include **contents** of **your** children which are left with **you** at the **situation** while they live outside New Zealand, up to the sum insured shown for this optional special benefit in the **certificate of insurance**.

## Contents in storage

If **you** have selected this benefit this policy is extended to cover **your contents** while temporarily stored in a securely locked and well maintained building away from the **situation** during the period shown and up to the sum insured shown for this optional special benefit in the **certificate of insurance**.

An additional **excess** of \$500 will apply.

## Contents in transit

If **you** have selected this benefit this policy is extended to cover **your contents** for loss or damage caused by fire, collision or overturning of the conveying vehicle while they are in transit during the period shown and up to the sum insured shown for this optional special benefit in the **certificate of insurance**.

## Customer protection

If **you** have selected this benefit and **you** are prevented from carrying out **your** usual **occupation** for more than one month due solely to:

- **bodily injury** causing total disablement; or
- **redundancy**.

**We** will pay the premiums on any Provider House, Contents, Motor Vehicle or Boat policies that **you** hold with **us**, for the period during which **you** are totally disabled or redundant up to a maximum of 2 years from the first day on which **you** were disabled or redundant.

**We** will pay either:

- the premium due for policies that **you** pay by instalment excluding any premium arrears; or
- the proportion of the premium that relates to the period of disablement or **redundancy** for policies for which **you** pay the premium annually.

## No excess

If **you** have selected this benefit and **your house** is owner occupied **we** will not deduct any **excess** in the event of a claim.

# Liability Protection

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**We** will cover **you** for up to \$2,000,000 for **your** legal liability for claims made on **you** as a result of accidents anywhere in New Zealand which cause property damage.

**We** will only pay for claims made on **you** relating to accidents which happen during the **period of insurance**.

If **you** have liability cover with **us** under any other policy then **our** maximum combined liability for any one claim and during any one **period of insurance** under all policies is \$2,000,000.

# What special benefits you are covered for under liability protection

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## Bodily injury

Liability protection is extended to cover **your** liability up to \$100,000 arising from **bodily injury**.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies is \$100,000.

## Fines and legal defence costs

Liability protection is extended to cover **you** for up to \$100,000 for the cost of defending any charge and any fine or monetary penalty imposed upon **you** by law (other than under the Health and Safety in Employment Act 1992) as a result of an **occurrence** at the **situation**.

In addition this special benefit will cover **your** defence costs up to \$100,000 for charges or prosecutions under Section 50 of the Health and Safety in Employment Act 1992 unless a barrister of at least 20 years' experience advises **us** that **you** do not have a reasonable prospect of successfully defending the charges.

**We** will only pay for claims for fines or monetary penalties imposed on **you** as a result of a prosecution first notified to **you** and **us** during the **period of insurance**.

An additional **excess** of \$500 will apply.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies is \$100,000.

## Forest and rural fires

Liability protection is extended to cover **your** liability up to \$100,000 arising under the provisions of Sections 43 or 46 of the Forest and Rural Fires Act 1977 or any amendments.

If **you** have this cover with **us** under any other policy then **our** maximum combined liability under all policies is \$100,000.

# What you are not covered for

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## General exclusions

The **excess** or **excess refund**.

An additional **excess** of \$400 if **your house** is let, lent, leased, rented or tenanted to anyone.

### More than:

- \$50,000 for any jewellery (including watches) in total from any one loss, unless shown in the **certificate of insurance**;
- \$20,000 for any item or set unless shown in the **certificate of insurance**;
- \$5,000 in total for any collections of items other than furniture or furnishings;
- \$6,000 in total for property from which **you** obtain financial return whether for profit or not, other than the cover provided in the optional special benefit - Business tools;
- \$1,200 in total for any precious stones, money, bullion, negotiable securities or documents.

### Loss or damage to:

- aircraft or other airborne devices;
- animals, fish or birds;
- artificial or transplanted body parts or aids other than prosthetic limbs, spectacles, contact lenses, hearing aids and dentures;
- computer software and data. However, **we** will pay for the cost of replacing commercially available computer programmes for which **you** held legitimate user licences at the time of loss;
- **contents** removed from the **situation** for the purpose of sale, storage or exhibition, or that are away or that **you** intend to be away from the **situation** for more than 30 days, other than the cover provided in the optional special benefit - **Contents** in storage;
- **contents** that are in transit from one permanent **situation** to another, other than the cover provided in the optional special benefit - **Contents** in transit;
- **contents** that are outside New Zealand;
- money or other proceeds of any business or activity for financial return whether for profit or not;

- motor vehicles (other than an electric wheelchair or mobility scooter, and garden appliances), motorcycles, motor scooters, caravans, trailers, and their spare parts and accessories;
- watercraft eg sailboards, jet skis, wave skis, boats and outboard motors if the total value of all items including their spare parts and accessories is over \$1,500.

**Loss, damage, liability or claims for or arising from:**

- aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders, other than the cover provided in the special benefit - Fines and legal defence costs;
- any activity for financial return whether for profit or not;
- any event outside New Zealand other than the cover provided in the special benefit - Internet purchases;
- any excess imposed by the conditions of insurance under the Earthquake Commission Act 1993 or any amendments, or if for any reason, the EQCover is not paid or payable by the Earthquake Commission;
- any **occurrence** for which an inspector may give notice to a territorial authority under Section 61 of the Health and Safety in Employment Act 1992 or any amendments;
- any process of cleaning, repairing or restoring;
- any time or date device or any item of which it forms a part, arising from its failure to recognise any date, character or value as the correct date, character or value (eg Year 2000). However, **we** will pay for any loss or damage which it causes to any other item;
- any unreasonable, criminal, reckless or wilful act or omission or any disregard for, or failure to comply with any provision in or notice or order under any Act of Parliament by **you**;
- confiscation, nationalisation or requisition by an order of Government, Local Authority, the Courts or any public authority, unless it is to prevent loss or damage covered by this policy;
- handling, transportation, storage, installation, removal, treatment or use of asbestos, asbestos products or asbestos contained in any products or materials;
- hydrostatic pressure to swimming or spa pools;
- insects, rodents or vermin (other than opossums), marine growth or marine borers. However, resulting loss or damage other than that caused directly by them is covered;
- liability which arises only because **you** have agreed to take liability upon yourself;
- lifting or shifting the **house** or structural alterations or repairs including the removal or alteration of the roof other than the cover provided by the special benefit - **House** under construction or alteration;
- mechanical or electrical breakdown unless burning out occurs. However, resulting loss or damage other than the mechanical or electrical breakdown is covered;

- mildew, mould, rot, corrosion, rust, gradual deterioration other than the cover provided in the special benefit - Gradual damage;
- **natural disaster damage** up to the limits in Sections 18 and 20 of the Earthquake Commission Act 1993 or any amendments other than the cover provided by the special benefit - **House** under construction or alteration in which case this exclusion is deleted for any time during which, because of the construction or alteration, **your house** is not a “Dwelling” as defined in the Earthquake Commission Act 1993 or any amendments;
- nuclear weapons material or ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- personal injury as defined in and/or for which cover is provided under the Injury Prevention, Rehabilitation and Compensation Act 2001 or any amendments or any Act passed in substitution;
- settling, cracking, movement or compaction of land;
- subsidence, erosion or underground water pressure or landslip (other than the cover provided for **natural landslip** under the special benefit – **Natural disaster damage**);
- the cost of remedying or repairing any inherent fault, defective workmanship, defective materials or defective design;
- the engagement by **you** of any contractor to dispose of or handle materials in other than a lawful manner;
- theft or deliberate damage caused directly or indirectly by **you**, or anyone who normally lives at the **situation** or is lawfully at the **situation**. This exclusion does not apply to deliberate damage by fire by tenants or their guests;
- vibration, removal or weakening of support;
- water or dampness entering **your house** because of structural defect, defective design, defective materials or defective workmanship;
- wear and tear, or action of sunlight.

#### Liability for:

- **bodily injury to you**;
- loss or damage to property belonging to **you** or under **your** care or control;
- the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements or mobility scooters), trailer, caravan, watercraft, aircraft or other airborne device.

#### Loss, damage or liability arising directly or indirectly from or occasioned by or through or in consequence directly or indirectly of or claim for:

- war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military

or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objective of which includes the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

#### **Any claim under the optional special benefit – Customer protection arising from:**

- air travel other than as a fare paying or ticket holding passenger on a regular airline or established charter service;
- any professional sporting activity;
- **bodily injury** or **redundancy** to more than one person at the same time;
- suicide or any attempted suicide or intentional self injury;
- venereal disease, pregnancy, childbirth or menopause, HIV/AIDS.

## How to make a claim

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It is important **you** tell **us** immediately **you** become aware of any circumstances which may result in a claim.

**You** may be asked to complete a claim form. If **you** are, **we** must receive the completed claim form within 30 days. In order to avoid delays with **your** claim **you** should also provide **us** with proof of purchase (eg receipts, credit card vouchers, warranties, guarantees, etc) for any property for which **you** wish to claim.

**You** can call **us** on **0800 808 808**.

## How we will look after your claim

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Once **we** receive advice of **your** claim **we**:

- may appoint an assessor to look after **your** claim;
- may ask **you** to fill in a claim form;
- will acknowledge that **we** have received **your** claim and ask **you** for any further information or assistance **we** may require to enable **us** to consider **your** claim.

# How we will settle your claim

We will arrange for the repair, replacement or payment for the loss, once **your** claim has been accepted.

**We will pay the:**

## House

- **full replacement value of your house** at the **situation**; or
- **full replacement value of your house** on another site **you** choose. This cost must not be greater than rebuilding **your house** at the **situation**; or
- cost of buying another **house**, including necessary legal and associated fees. This cost must not be greater than rebuilding **your house** on its present site;
- architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by **us**;
- cost of demolition and removal of debris including the **contents**.

We will only allow **you** to rebuild on another site or buy another house if **your house** is damaged beyond economic repair.

## Contents

- **full value of your contents**.

## Personal effects

- replacement or repair costs of jewellery, watches, laptop computers, portable communications equipment, portable musical and associated equipment, cameras (film, digital and video), compact discs, cosmetics, toiletries, and books (but not magazines or comics and the like) up to \$20,000 for each item or up to the value shown for each item if they are itemised in the **certificate of insurance**.
- **present day value of your personal effects**.

We will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under liability protection plus any costs and expenses awarded against **you**.

**In all cases:**

- if, as a result of changes in government or local body by-laws, **you** are not able to rebuild or repair the damaged part of **your house** to the same specifications as before the loss or damage occurred, **we** will pay any additional costs incurred to rebuild the damaged part;
- if **you** pay **your** premium by instalments and **your house, contents and personal effects** suffer a total loss **you** must pay the rest of the annual premium before **we** settle **your** claim;

- **we** have the option whether to make payment, rebuild, replace or repair **your house, contents** or **personal effects**;
- **we** may make payment to an interested party (mortgagee etc.) if **you** have one registered on **your** property. Their receipt will discharge **us** completely;
- **we** will not pay the costs of rebuilding, replacing or repairing any part of **your house** which at the time it was built, was otherwise than in accordance with a building permit or other applicable consent issued by the relevant authority;
- **we** will use building materials and construction methods commonly used at the time of loss or damage.

#### **We are not bound to:**

- pay for wall, floor or window coverings not located in the room or rooms where the loss or damage occurred other than the cover provided by the special benefit - Carpet and drapes extended replacement;
- pay more than the cash equivalent for the unconsumed portion of **your** cosmetics and/or toiletries;
- pay more than the **present day value** until the cost of replacement or repair is actually incurred. If **you** choose not to rebuild or repair **your house** or buy another **house we** will only pay **you** the **present day value** and the reasonable costs of demolition and removal of debris including **contents**;
- pay more than the **present day value** up to a maximum of 50% of the replacement value of **your** jewellery and/or watches if **you** choose not to replace or repair **your** jewellery and/or watches;
- pay the cost of replacement or repair beyond what is reasonable, practical or comparable with the original;
- repair or reinstate **your house, contents** or **personal effects** exactly to their previous condition.

## Cancelling this policy

**You** may cancel this policy at any time by writing to **us**. **We** will refund 80% of **your** unused premium.

**We** may cancel this policy at any time by writing to **your** postal address for this policy on **our** records. The letter will contain at least 14 days' notice. **We** will refund **your** unused premium.

**Your** policy is automatically cancelled if **your house** and **contents** are a total loss and no refund of premium is given. However, **you** may apply to **us** to insure **your** new house and contents.

If **you** make a claim which is false or fraudulent in any way or make any false statement to **us** **we** may avoid **your** policy or cancel it effective immediately.

## Making changes to this policy

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**You** can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect.

**We** can alter the terms of this policy by writing to **your** postal address for this policy on **our** records and the change will take effect 14 days after the date of that letter from **us**.

## Leaving your house unoccupied

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Unless **you** have told **us** that **your house** is a holiday **house**, **you** must have **our** prior written confirmation if **your house** is going to be unoccupied for more than 60 consecutive days, otherwise cover under this policy is automatically suspended. Cover resumes as soon as **your house** is occupied again.

If **you** have told **us** **your house** is going to be unoccupied for more than 60 consecutive days **we** may, if **we** choose, change the terms of this policy. Any change will be notified to **you** in writing and will take effect 14 days after the date of that letter from **us**.

## Other insurance

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**We** will only pay over and above the cover provided by any other policy.

## Automatic reinstatement

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In the case of partial loss or damage to **your house** or **contents** **we** will pay the premium to reinstate **your** insurance after **we** meet any claim.

## Jurisdiction

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The laws of New Zealand apply to this policy. The New Zealand Courts have exclusive jurisdiction in relation to legal proceedings about this policy.

Any judgement for costs or damages awarded by any court outside New Zealand, or any judgement or order obtained in New Zealand for the enforcement of a judgement obtained outside New Zealand is not covered.

# Currency and taxes

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All sums insured and policy limits are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes. All claims will be paid in New Zealand currency.

## Meanings of words

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- **Bodily injury** means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.
- **Certificate of insurance** means the certificate of insurance first issued to **you** or the current renewal certificate whichever applies and any endorsement certificates that have been added during the **period of insurance**.
- **Contents** means all **your** domestic furniture eg tables, chairs; furnishings eg carpets and drapes; home appliances eg refrigerator, electrical drill, lawn mower; and household effects eg linen, food; as shown in the **certificate of insurance**.  
This includes any contents hired by **you** for which **you** are legally liable.
- **Excess** means the amount of any claim, which **you** must bear. The excess applies to each and every event that results in a claim. Where **you** discover damage caused on multiple occasions then an excess will be applied in relation to each occasion or event that occurred. Where a special benefit or optional special benefit specifies an excess, that excess will apply over and above any other excess in **your** policy or in the **certificate of insurance**. The amounts are shown in the **certificate of insurance** and/or this wording.
- **Excess refund** means the minimum amount for which a claim is payable. No claim is payable if the claim does not exceed the amount shown in the **certificate of insurance** plus any other amounts which are shown in the policy wording as being an additional **excess**. When all applicable **excess** amounts are exceeded, the claim is payable. Where **you** discover damage caused on multiple occasions then an excess refund will be applied in relation to each occasion or event that occurred. Where a special benefit or optional special benefit specifies an **excess**, that **excess** will apply over and above any other **excess** or excess refund in **your** policy or in the **certificate of insurance**.
- **Full replacement value** means the costs actually incurred to rebuild, replace or repair **your house** to the same condition and extent as when new and up to the same area as shown in the **certificate of insurance**, plus any decks, undeveloped basements, carports and detached domestic outbuildings, with no limit to the sum insured.
- **Full value** means the costs actually incurred to rebuild, replace or repair **your contents** to the same condition and extent as when new with no limit to the sum insured.
- **House** means the domestic building(s) shown in the **certificate of insurance** you own at the **situation**, including its fixtures, fittings (other than floor coverings not permanently

fixed or glued in place, drapes and blinds), walls (other than retaining walls), gates, fences, underground and overhead services extending to the public mains, permanent swimming pools and spa pools (other than pumps or motors) and any other domestic structures on the same site (other than metal driveways or paths).

- **Natural disaster damage** means loss or damage as a direct result of earthquake, **natural landslip**, volcanic eruption, hydrothermal activity or tsunami and includes loss or damage occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of, or to otherwise reduce the consequences of, an earthquake, **natural landslip**, volcanic eruption, hydrothermal activity or tsunami. It does not include any loss or damage for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993.
- **Natural landslip** means the movement (whether by way of falling, sliding or flowing, or by 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, but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion.
- **Occupation** means employment which **you** have held continuously and full time (more than 20 hours per week) for salary or wages for a period of not less than 60 days before the first date of the disablement or **redundancy** for which **you** are claiming.
- **Occurrence** means an act or omission during the **period of insurance** including repetitive or continual exposure to the same conditions as a result of which **you** are charged with an offence under Sections 9, 11, 12, 13, 14 or 15 of the Resource Management Act 1991. Where the elements of an occurrence take place during more than one **period of insurance** the occurrence shall be treated as taking place during the **period of insurance** in which the first act/omission forming part of the occurrence took place.
- **Period of insurance** means the period shown in the **certificate of insurance**.
- **Personal effects** means **your** clothing and other items that are normally worn or carried by **you**, spectacles, contact lenses, hearing aids and dentures, jewellery, watches, records, tapes, compact discs, bicycles, laptop computers, cameras, video cameras and books as shown in the **certificate of insurance**. This includes personal effects hired by **you** for which **you** are legally liable.
- **Present day value** means the cost at the time of the loss or damage of rebuilding, replacing or repairing **your house**, **contents** or **personal effects** to a condition no better than new less an appropriate allowance for depreciation and deferred maintenance, and for **house** limited to the market value of the property less the value of the land as an unoccupied site.
- **Redundancy** means the termination of employment other than by dismissal or resignation due solely to the position of employment becoming superfluous to the needs of the employer, or as a result of insolvency, bankruptcy, receivership or liquidation of the employer.

- **Situation** means the location which is shown in the **certificate of insurance**.
- **We, us** or **our** means TOWER Insurance Limited.
- **You** or **your** means the person(s) named in the **certificate of insurance** as the insured, your spouse and your children normally residing at the **situation**. You or your does not include a de facto partner (unless you have been living together in the de facto relationship continually for at least three years), or family member such as parent, grandparent, brother or sister unless they are named in the **certificate of insurance**. Where you jointly own any of the property this policy insures you jointly.

# If you have a concern

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While **we** make every effort to get things right, problems may sometimes occur. **We** have a complaints procedure in place that is intended to resolve any problem quickly and fairly.

In order to avoid delay in solving a problem to **your** satisfaction, please follow the steps listed below:

- In the first instance call:  
TOWER Insurance Service Centre  
Freephone: **0800 808 808**
- If the TOWER Insurance Service Centre is unable to resolve the problem, **you** may make a formal complaint to:  
Manager – Complaints Investigation and Resolution  
TOWER Limited  
22 Fanshawe Street  
PO Box 90 347  
AUCKLAND  
Freephone: **0800 808 808**  
Facsimile: 09 369 0546
- If the complaint has been through all the steps above and **you** are still dissatisfied, **you** may then ask the Insurance and Savings Ombudsman to resolve your concern. Please see the Ombudsman's website ([www.iombudsman.org.nz](http://www.iombudsman.org.nz)) for disputes it can consider.



# TOWER Provider House & Contents Policy SuperMaxi Protection



**Contact us**

Call 0800 808 808

Or visit [www.tower.co.nz](http://www.tower.co.nz)