

Because
your life is
anything but empty”

TOWER Provider
Contents Policy
Super Thrifti Protection



Welcome

We welcome **you** as a valued customer of TOWER Insurance. **You** have entrusted us with the insurance of **your contents**. **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 contact **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, e.g. **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 12.

Our guarantee

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

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. It is important that **we** 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, other than traffic offences.

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 are

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 any false or incorrect statement in connection with any claim;
- not start repairs to **your contents** 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;
- take reasonable care to protect **your contents**;
- tell **us** if any lost or stolen property which was part of the claim is found or recovered and hand it over to **us** if **we** request it 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 the 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.

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What your contents are insured for

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

What special benefits you are insured for

Natural disaster damage

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

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** premium.

Temporary accommodation expenses

If **your 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 **your** reasonable temporary accommodation expenses up to \$5,000. 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 \$5,000.

Optional special benefits

Bicycles

If **you** have selected this benefit and **you** suffer accidental loss or damage to **your** bicycle, **we** will pay the **present day value** up to the sum insured shown in the **certificate of insurance**. No cover is provided for burglary or theft unless **your** bicycle is secured to an immovable object by a recognised anti theft device or is contained in a securely locked building when it is stolen.

Computers

If **you** have selected this benefit and **you** suffer accidental loss or damage to **your** computers (including laptops), **we** will pay the **present day value** up to the sum insured shown in the **certificate of insurance**.

Spectacles and contact lenses

If **you** have selected this benefit and **you** suffer accidental loss or damage to **your** spectacles or contact lenses, (but not disposable contact lenses) for which a claim is accepted **we** will pay the **present day value** free of any **excess**.

Liability protection

We will cover **you** for up to \$1,000,000 (including **your** defence costs) 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 of our claims during any one **period of insurance** under all policies is \$1,000,000.

What special benefit you are insured for under liability protection

Tenants' liability

Liability protection is extended to include cover for loss or damage caused by fire, explosion or water damage to the **house** which is occupied but not owned by **you**.

What you are not insured for

General exclusions

The **excess**.

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

An additional **excess** of \$250 for claims resulting from burglary or theft. However this exclusion does not apply

- if **your house** is owned and permanently occupied by **you**, or
- if **you** are aged 50 or older and permanently occupy **your house**, or
- if **your house** is let, lent, leased, rented or tenanted to anyone.

More than:

- \$1,000 for any item or set of jewellery (including watches) any item or set of photographic or video equipment (including accessories) or musical instruments unless shown in the **certificate of insurance**;
- \$7,500 for jewellery (including watches) in total from any one loss, unless shown in the **certificate of insurance**;
- \$1,000 in total for any collections of items other than furniture or furnishings;
- \$200 in total for any money, bullion, precious stones, negotiable securities or documents.

Loss or damage to:

- animals, fish or birds;
- artificial or transplanted body parts or aids other than prosthetic limbs, hearing aids or dentures;
- bicycles unless **you** have selected the optional special benefit – Bicycles;
- computers and laptops unless **you** have selected the optional special benefit – Computers;
- computer software and data. However, if **you** have selected the optional special benefit – Computers **we** will pay for the cost of replacing commercially available computer programs 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;
- **contents** that are in transit from one permanent **situation** to another;
- **contents** that are outside New Zealand;
- spectacles and contact lenses unless **you** have selected the optional special benefit – Spectacles and contact lenses;
- watercraft e.g. surfboards, jet skis, wave skis, boats and outboard motors if the total value of all the items including their spare parts and accessories is over \$500.

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

- aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders;
- aircraft or other airborne devices;
- any activity for financial return (other than domestic rent) whether for profit or not;
- 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 (e.g. 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 or Parliament by **you**;
- confiscation, nationalisation or requisition by the order of the Government, Local Authority, the Courts or any public authority, unless it is to prevent loss or damage covered by this policy;
- discharge of any substance;
- failure to comply with any provision in or notice or order under any Act of Parliament by **you**;
- handling, transportation, storage, installation, removal, treatment or use of 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;
- 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 or gradual deterioration;
- **natural disaster damage** up to the limits in Section 18 and 20 of 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;
- occurrences or events outside New Zealand;
- ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements), trailer, caravan, watercraft, aircraft or other airborne device;

- personal injury as defined in and/or for which cover is provided under the Injury Prevention Rehabilitation and Compensation Act of 2001, or any amendments or Act passed in substitution;
- settling or cracking or movement or compaction of land;
- subsidence, erosion or underground water pressure or landslip (other than the cover promoted 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 other than in 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 the 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:

- loss of or damage to property belonging to **you** or under **your** care or control other than the cover provided under the Liability Protection special benefit – Tenant's liability.

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

- war, invasion, acts of foreign enemies, hostilities or warlike 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 of or influencing of any de jure or de facto government by terrorism or by any violent means;

How to make a claim

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

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

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 (e.g. receipts, credit card vouchers, warranties, guarantees, etc) for any property for which **you** wish to claim.

How we will look after your claim

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

- may appoint an assessor to look after **your** claim;
- will acknowledge that **we** have received **your** claim form if **you** have sent **us** one, 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 or replacement or pay for the loss, once **your** claim has been accepted.

We will pay:

- the replacement or repair costs of furniture, furnishings, home appliances under five years old;
- the **present day value** of furniture, furnishings, home appliances over five years old;
- the **present day value** of **your** other **contents** including personal effects;
- **we** will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under liability protection including any costs and expenses awarded against **you**.

In all cases:

- If **you** pay **your** premium by instalments and **your contents** 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, replace or repair **your contents**.

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;
- pay more than the **present day value** until the cost of replacement or repair is actually incurred;
- pay more than the **present day value** up to a maximum of 50% of the replacement value of **your** jewellery including watches if **you** choose not to replace or repair your jewellery including watches;
- pay more than the cash equivalent for the unconsumed portion of **your** cosmetics and/or toiletries;
- pay more than the sums insured shown in the **certificate of insurance**;
- pay the cost of replacement or repair to **your contents** beyond what is reasonable, practical or comparable with the original;

- repair or reinstate **your contents** exactly to their previous condition. In all cases **we** have the option whether to make payment, rebuild, replace or repair **your contents**.

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

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

Unless **you** have told **us** that **your house** is a holiday home, **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 **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**.

Inflation protection

To help protect **you** from inflation the sum insured shown in the **certificate of insurance** may be increased at the renewal of **your** policy based on the changes in building costs and the appropriate parts of the Consumer Price Index. **Your** premium at renewal will be calculated on the revised sum insured.

Other insurance

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

Automatic Reinstatement

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

Jurisdiction

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

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.

Meaning of words

- **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 e.g. tables, chairs; furnishings e.g. carpets and drapes; home appliances e.g. refrigerator, electrical drill, lawn mower; household effects e.g. linen, food; personal effects e.g. clothing, hearing aids and dentures, compact discs, cameras, video cameras and other items that are normally worn or carried by **you** as shown in the **certificate of insurance**. This includes **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. The amounts are shown in the **certificate of insurance** and/or in this wording. 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 excess, that excess will apply over and above any other excess in **your** policy or in the **certificate of insurance**.

- **House** means the domestic building, rest home, retirement village or hall of residence **you** own, lease or rent at the **situation** and any domestic structure on the domestic land that goes with it.
- **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.
- **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**.
- **Present day value** means the cost at the time of the loss or damage of rebuilding, replacing or repairing **your contents** to a condition no better than new less an appropriate allowance for depreciation and deferred maintenance.
- **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 members such as parent, grandparent or brother or sister unless they are named in the **certificate of insurance**. Where you jointly own any of the **contents** this policy insures you jointly.

If you have a concern

While **we** make every effort to get things right, problems may sometimes occur. **We** have in place a complaints procedure 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) for disputes it can consider.

Notes

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TOWER Provider Contents Policy Super Thrifti Protection



Contact us

Call 0800 808 808

Or visit www.tower.co.nz