



Contract works insurance

RENOVATION COVER



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Welcome to Tower.

Thanks for putting your trust in us to help look after your valuable assets.

This is your **Renovation cover** policy wording, underwritten by Tower Limited.

We want to make insurance simple and easy.

That's why we've removed all the confusing language and made it easier to see what is (and isn't) covered under each section.

We've also included a handy table that shows you what you're covered for.

It's just one thing we do to give you a little more confidence in your insurance cover.

1. Start here

These are the basics of your policy.

2. These are your benefits

What you're covered for – **page 8.**

3. Responsibilities and exclusions

What you must do, and what isn't covered – **page 10.**

4. Making a claim

Information about making your claim with us – **page 15.**

5. Other stuff

This is important too, like what to do if you have a concern – **page 19.**

6. Glossary

Some words have special meanings – **page 21.**

As part of our commitment to you, this document has been awarded the WriteMark®. This means it meets an internationally recognised plain language standard.



Your benefits summarised

This table is a summary only and sets out the maximum limits of cover. You can find full details of your cover beginning from **page 7** of this document.

If you'd like to change your level of cover, please call us on **0800 808 808**.

Cover	Benefit amount up to:
Renovation cover	✓ Renovation contract amount
Existing house cover	✓ House sum insured
Loss during the maintenance period	✓ Renovation contract amount
Natural disaster damage	✓ Renovation contract amount
One event – one excess	✓
Principal's supplied materials	✓ Amount specified on the certificate of insurance
	Benefit amount as a percentage of the Renovation contract amount
Increased costs during construction	2.5%
Increased costs during reconstruction	2.5%
Professional fees	5%
Removal of debris	10%

How your policy works

Your Tower Contract works insurance – Renovation cover consists of three documents: your application, this policy wording, and your *certificate of insurance*.

Make sure you read your policy wording and your *certificate of insurance*, so you understand what's covered and what your responsibilities are.

This policy wording describes the benefits, exclusions, responsibilities and limits of your cover.

Your *certificate of insurance* tells you what *sum insured* applies, what other cover applies, what your *construction period* is, what your *maintenance period* is and whether any special terms and conditions apply.

We agree to cover you based on your application answers and according to the terms outlined in the three documents, as long as you've paid the premium due.

Please check we've got things correct. If you find an error of any sort, if your needs are not met or if have any questions then please contact us on **0800 808 808** or at **insurance@tower.co.nz**.

Here's a general explanation of how this policy works for renovations. This explanation does not form part of our policy contract.

This policy works alongside your existing house insurance policy. It covers loss to the parts of the house being worked on under the house renovation contract during the construction period. It also covers loss to materials purchased for that work. If this work also causes damage to the existing structures, this policy covers that damage under the Automatic benefit – Existing structures cover.

After the construction period ends there is a maintenance period. The policy also covers you for certain losses during this period.

It's important that your sum insured matches the contract price you've agreed with your builder. It's also important that your existing structures cover matches your house sum insured (from your existing house insurance policy). Your construction period must match the time it will take to complete the contract. If the contract runs over that time, or the contract price increases, you'll need to call us to increase or extend this cover.

Words with special meaning

In this policy some words have a special meaning.

We, us or our

When we use these words we mean Tower Limited.

You or your

When we use these words we mean the person or persons or corporate body named on your *certificate of insurance* as the insured. Where you jointly own the *house*, the policy insures you jointly.

Some other words also have a special meaning, for example, 'loss'. We've put those words into italics so they're easy to find. You can find out what those words are and what they mean in the **Glossary on page 21**.

The claims process

Here's hoping you never have to claim. But if life doesn't go to plan, we'll be ready. Here's what to do and when.

What you do

1.
 - Make sure you're safe
 - Make sure your property is safe
 - Take photos of the damage if you can
 - Call us if you need immediate assistance

2.
 - Check your policy wordings
 - Collect any documents required and provide them to us
 - Start an inventory of *losses*
 - Call us or go online to **tower.co.nz** to make a claim

What we'll do

3.
 - Explain how the claims process works
 - If you want to proceed, we'll lodge your claim
 - We may ask for more information
 - Tell you what's going to happen next
 - Arrange an assessor if required
 - Decide whether the claim fits the terms of the policy
 - If your claim doesn't fit within the policy, we'll clearly explain why

4.
 - Process your claim as fast as we can
 - Keep you informed of what's happening
 - If your claim has been accepted, we'll settle it as soon as we can

What you are insured for

You are insured for *loss at the situation during the construction period.*

You are insured for *loss at the situation during the maintenance period.*

That *loss* must:

1. be discovered during the *maintenance period*
2. arise from the *contract works* during the *construction period*, or
3. have been caused while work was being undertaken under the maintenance or defects liability conditions of the contract.

Loss means sudden and *accidental* physical *loss* or sudden and *accidental* physical damage to property occurring at the *situation* during the *construction period* or the *maintenance period* in New Zealand.

We've included limits and exclusions to your Renovation cover throughout this policy wording and on your *certificate of insurance*.

We do not cover any property with other insurance

This policy does not cover any *loss*, damage, or liability if you're covered for that same *loss*, damage, or liability to any extent under a policy with another insurer. We'll not contribute towards a claim under any other policy.

This is an important part of your policy wording. Please read and understand it.

If any of this document doesn't make sense, please call us on **0800 808 808** and we'll explain it to you.



Your policy includes automatic benefits

Where a *loss* is covered under **What you are insured for on page 7**, your policy also covers you for the benefits listed below.

The most we'll pay is the maximum amount detailed in each benefit. Unless the benefit expressly says otherwise, the maximum amount is included within the *sum insured* and is not in addition to it.

These benefits are subject to the terms, conditions and limits outlined in this policy wording and your *certificate of insurance*.

Existing structures cover

You are insured for *loss* to the existing structures at the *situation* as long as:

1. the existing structures are insured by us before the start of the Renovation cover
2. damage to the existing structures occurs during the *period of insurance* as a result of the *contract works*
3. the *contract works* are in the project manager's or contractor's care, custody, and control.

We pay this benefit in addition to the contract price.

Limits

We'll pay up to the *sum insured* detailed on your house insurance *certificate of insurance* at the time of *loss*.

We'll settle any claim under this cover according to the section **How we'll settle your claim** of your existing structures insurance policy.

This cover does not include any *loss* to the contents of the existing structures or any consequential loss or liability.

Increased costs during construction

We'll pay the reasonable costs incurred for variations and fluctuations in the contract price, as well as increases in the cost of labour, goods, and materials during the *construction period*.

We pay this benefit in addition to the contract price.

Limits

We'll pay up to 5 percent of the contract price or any higher amount stated on your *certificate of insurance*.

Increased costs during reconstruction

We'll pay the reasonable costs of reconstruction incurred over and above the original costs, after a *loss* covered by this policy and so long as the reconstruction is completed without delay.

We pay this benefit in addition to the contract price.

Limits

We'll pay up to 5 percent of the contract price or any higher amount stated on your *certificate of insurance*.

Natural disaster damage cover

We'll pay for *natural disaster* damage cover to the *contract works* that occurs at the *situation* during the *construction period*.

Limits

We apply a \$2,500 *excess* in addition to the *excess* that would otherwise apply for claims for *natural disaster* damage.

This cover does not apply to any existing structures at the *situation*, and you are required to lodge a claim with the Natural Hazards Commission Toka Tū Ake for *natural hazard* damage to existing structures.

One event – one excess

If your renovation suffers *loss* and we've accepted your claim, and we accept a claim from the same event for *loss* to your house, contents or your domestic vehicle or boat that we also insure, you'll only pay one *excess*. The *excess* that you pay will be the higher of those *excesses*.

Principal's supplied materials

We'll insure those goods, materials, plant or equipment for the *contract works* supplied by the *Principal* to the contractor once they have been delivered to the *situation*.

We pay this benefit in addition to the contract price.

Limits

We'll pay up to the *Principal's* supplied materials amount stated on your *certificate of insurance*.

Professional fees

We'll pay for reasonable professional fees needed to rectify a *loss* that is covered by this policy – for example, for architects, surveyors, consulting engineers or other professionals.

We pay this benefit in addition to the contract price.

Limits

We'll pay up to 5 percent of the contract price or any higher amount stated on your *certificate of insurance*.

Removal of debris

We'll pay the reasonable and necessary costs and expenses to dismantle, demolish and remove debris at the *situation* after a *loss* that is covered by this policy.

This includes the necessary costs incurred for:

1. the removal of undamaged material
2. shoring or propping up to enable the continuation of the *contract works*
3. other necessary measures to protect the property from further *loss*.

We pay this benefit in addition to the contract price.

Limits

We'll pay up to 10 percent of the contract price or any higher amount stated on your *certificate of insurance*.



What you're not covered for

These are your policy exclusions

We'll not pay for:

1. Damage caused by natural hazard
loss to any existing structure covered by the Natural Hazards Insurance Act 2023 or any amendment or replacement Act.
2. Damage caused by re-piling
cracking or settlement of floors, walls, ceilings, cracking or breaking of glass, *loss to fixtures, fittings, or contents at the site while lifting or re-piling is being done.*
3. Existing defects
loss arising out of rectifying existing or aggravated defects not forming part of the contract works.
4. Hoists, cranes, construction plant, and other vehicles
loss to any hoists, cranes, construction plant, waterborne or airborne craft, or vehicles of any kind.
5. Liability, fines, penalties, or damages
liability of any nature, other than the legal liability cover under the *maintenance period*. Fines, penalties, liquidated damages, aggravated, punitive or exemplary damages.
6. Loss due to delay, loss of use
any consequential loss including loss due to delay, loss to property caused directly by cessation of work, loss of use or financial loss.
7. Loss due to interruption of supply
loss due to the interruption of supply of water, gas, electricity or other fuels to the situation.
8. Marring or scratching
loss due to marring or scratching, or any surfaces damaged during the process of cleaning or from any other cause.
9. Reckless acts
loss directly caused by or arising from your deliberate or reckless acts or omissions.
10. Testing or commissioning machinery
damage to machinery or plant caused by testing or commissioning.
11. Wages and associated costs
extra charges for overtime, holiday pay, accommodation expenses, express delivery.

We'll not pay for loss to:

1. Completed parts of the contract
any part of the *contract works* taken into use by the *principal*, other than during the *maintenance period*.
2. Computer software and electronic data
any computer software or electronic *data*.
3. Goods in transit
goods or materials while they are in transit to or from the *situation*.
4. Missing property
missing property where the *loss* is not traceable to a specific event.

5. Money
notes, bills, bonds, money, cheques, securities, credit cards.
6. Documents
files, drawings, plans.
7. Tools and equipment
employees or contractors' tools, equipment, or plant.

Your policy does not cover *loss, damage, expense, prosecution, or liability* arising from:

1. Asbestos
the presence or use of asbestos, including the cost of its removal even if previously identified as part of the *contract works*.
2. Normal settlement, shrinkage, or expansion
the normal settlement, shrinkage or expansion of buildings, foundations, walls, pavements, roads, and other structural improvements.
3. Seepage, pollution, or contamination
seepage, pollution, or contamination unless it results from *loss* to the *contract works* that is otherwise covered by this policy.
4. Soil changes
settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.
5. Subsidence, erosion, landslide
subsidence, erosion or underground water pressure, or landslide, other than the cover provided by the automatic benefit **Natural disaster damage cover on page 9**.

Your policy does not cover any claims for:

1. Faults and defects in materials or workmanship
repairing, replacing, or rectifying any part of *contract works* that is defective or faulty in material or workmanship.
2. Faults and defects in design
repairing, replacing, or rectifying a fault, defect, error or omission in design, drawings, specification, or in sequence, procedure or plan.

Exclusions 1. and 2. immediately above do not apply to any resulting *loss*. By resulting *loss*, we mean *loss* to separate insured property that occurs as a direct result of the fault and defect in materials, workmanship or design as set above.

3. Gradual damage
gradual deterioration including damage arising from or involving action of micro-organisms, atmospheric or climatic conditions, corrosion, delamination, erosion, fungi, mildew, mould, rust, rot, slowly developing deformation or distortion, smoke, or particles.
4. Insects and pests
damage caused by insects, pests, rodents, lizards, vermin (other than possums), marine growth or marine borers.
5. Mechanical or electrical breakdown
mechanical or electrical equipment (and their parts) breaking down, failing, or wearing out unless they have burnt out as a direct result of an *accidental* and external force.
6. Water or moisture
water or moisture entering the *situation* because of any structural defect, defective design, defective materials, or defective workmanship of the *contract works*.
7. Wear and tear
wear and tear.

Your policy excludes cover for communicable diseases

Your policy does not cover any *loss*, *time-element loss*, damage, liability, claim, cost, or expense arising out of or in connection with a *communicable disease*.

This exclusion also applies:

1. If some other contributing cause or event occurs at the same or some other time.
2. To the fear or threat (whether actual or perceived) of a *communicable disease*.

Your policy excludes cover for cyber loss

Your policy does not cover any *loss*, damage, liability, cost, or expense arising out of or in connection with the following events:

1. any *cyber-attack* or *cyber incident*
2. any *loss* of use, reduction in functionality, repair, replacement, restoration, or reproduction of any *data*, including any amount connected to the value of any *data*
3. any *time-element loss* directly resulting from such property *loss*.

This is regardless of any other contributing cause or event that happens at the same or some other time.

If your *computer system* suffers *loss* or damage insured by this policy, this exclusion will not apply to both:

1. the cost to repair or replace the *computer system* itself
2. the costs of copying the *data* from back-up or from originals of a previous generation.

We do not cover costs of research or engineering, or any costs of recreating, gathering, or assembling *data*. If your *computer system* is not repaired, replaced, or restored, we'll pay the cost of the blank *computer system* only.

This exclusion does not apply to *loss* or damage to your property insured under this policy caused by fire or explosion directly resulting from a *cyber incident*, unless that *cyber incident* arises out of or in connection with a *cyber-attack*, including controlling, preventing, suppressing, or remediating any *cyber-attack*.

Your policy excludes cover for war and terrorism

Your policy does not cover any *loss*, damage or liability arising directly or indirectly from, occasioned by or through or in consequence directly or indirectly of or claim for:

1. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war
2. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
3. 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
4. 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.

Terrorism is the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.

You have certain responsibilities

Here is a list of what you must do.

1. You must be honest and fair with us. All your statements made to us, including in your application, made while this policy is in force and made in relation to any claim, must be honest, correct, and complete.
2. The *contract works sum insured* must include the full contract price for the full amount of the *contract works*. The contract price includes the cost of all items and materials to be used, all architects', surveyors' and engineers' fees, fees for all consents required, and any wages and sub-contractors' work.
3. You must tell us immediately if:
 - a. anyone identifies your property as being at risk from a *natural hazard* or *natural disaster* such as flooding, landslides, geothermal activity, erosion, subsidence
 - b. any information about your property's risk from a *natural hazard* or *natural disaster* changes in the Land Information Memorandum (LIM) or similar document
 - c. any change in the security protection at the *situation*.
4. You must tell us immediately if you or anyone who normally lives at the house:
 - a. commits, is charged with, or is convicted of any criminal offence
 - b. has a claim declined or a policy avoided
 - c. has insurance refused or cancelled by an insurance company, or has any special terms added to a policy.

We may change the terms that we insure you on, or the premium, to reflect the change in circumstances that you've told us about.

We may cancel your policy if, in our opinion, there is a substantial change in risk.

5. You and any person working on your house, or the *contract works* must:
 - a. take reasonable care to protect and maintain your house and to avoid legal liability
 - b. comply with all relevant health and safety rules, legislation, bylaws, building codes, and local authority requirements
 - c. ensure that your house and the *contract works* are securely locked, including all windows and doors, when unattended
 - d. ensure tarpaulins are securely fastened over any part of the house or the *contract works* exposed to the elements at the end of each day's work
 - e. follow all recognised fire safety procedures when carrying out any hot work like heating materials, welding or using equipment with a naked flame.
6. You must pay all premiums in full at the start of the *period of insurance*, and at the date of any extension in the *period of insurance*. If any premium remains unpaid 28 days following either of those dates, we may cancel this policy (effective from the first day of the period that the unpaid premium relates)
7. When the renovations are complete, you must contact us:
 - a. to review the house *sum insured* to ensure that the *sum insured* for your house policy reflects the value of the renovations made
 - b. to tell us what the new house floor area is if you've extended the size of your house.

If you do not comply with your responsibilities under this section **You have certain responsibilities on page 13**, we can take any of the actions described in that section, including declining any claim (and recovering any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund any *unused premium*.

If we avoid your policy, it will be treated as if it had never been taken out. We'll avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

? How to make a claim

It is important that you tell us as soon as you become aware of any circumstances that may result in a claim.

Call us on **0800 808 808** or go to tower.co.nz/claims to make a claim online.

You have certain responsibilities at claim time

Events leading to a claim can be stressful. Your personal safety is paramount, so make sure you and anyone else involved are safe from harm and if necessary, call the emergency services.

Here is a list of what you must do at claim time.

Before you lodge your claim

You must:

1. Inform the Police if it appears arson, theft, burglary, or malicious damage has occurred and provide details of the complaint to us, for example, the acknowledgement number.
2. Tell us as soon as possible:
 - a. if it is likely that you'll make a claim
 - b. if you or anyone else who may have cover under this policy is charged with any offence that resulted in *loss* of property or caused *bodily injury* to someone else
 - c. about any claim made against you by another person, with full particulars and all legal documents served on you.
3. Take all reasonable steps to prevent further *loss* or liability.
4. Get our permission before you arrange for any repairs or replacement or incur any expense for any claim.
5. If we ask you to complete a claim form, return that claim form to us within 30 days.
6. Not admit liability or do anything to prejudice any potential recovery or our ability to defend the claim.

Once you've lodged your claim

You must:

7. Let us inspect the *loss* and deal with any salvage reasonably. No property may be abandoned to us.
8. Provide proof of ownership or purchase (such as receipts, bank statements, credit card vouchers, warranties, guarantees, photos, videos, and so on) for any property you claim for.
9. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
10. Comply with all our requests about your claim by providing full cooperation, information, and assistance.
11. Not discuss a claim made on you by another person with them; instead, refer them to us.
12. Pay any applicable *excess* and any applicable additional *excess*.
13. Let us instruct a solicitor of our choice to conduct your defence. Follow the recommendations of that solicitor about the conduct or continuation of your defence.
14. Let us talk with that solicitor, when necessary, about the details of the case and the conduct or continuation of your defence.

After we've accepted your claim

You must:

15. Cooperate fully in any action we take to recover money from other parties involved in your claim.
16. Let us take over for our own benefit and settle any legal right of recovery you may have.
17. Tell us if any person is ordered to make reparation to you for any *loss* or cost that was part of the claim. Reimburse us for that payment as soon as you receive any reparation.
18. Tell us if any lost or stolen property that was part of the claim is found or recovered. Hand it over to us or, at our option, refund any money paid by us if we request it.

At any time:

19. Do not start repairing or replacing any damaged property or incur any costs (such as surveyors, engineers, demolition, or debris removal costs), without our prior approval.

If you do not comply with your responsibilities under this section, **You have certain responsibilities at claim time on page 15** we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.

If we cancel your policy, the cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. If we do this, we'll refund your *unused premium*.

If we avoid your policy, it will be treated as if it had never been taken out. We'll avoid your policy from the date of the incorrect or false statement, fraudulent act, or breach. If we do this, we'll refund your premiums from that date. We may also avoid or cancel any other policies you have with us.

If we ask, you'll have to refund any claims payments we've previously paid to you. If we do this, we'll email or post notice of this decision to your last known address on our records. We'll deduct any claims monies already paid from your premium refund.

How we'll look after your claim

When you contact us to make a claim we'll:

1. process your claim within the terms of the policy
2. explain how the claims process works
3. explain what we need to go ahead with your claim
4. if required, arrange for an assessor, investigator, or other specialist to inspect the *loss* and explain the procedure that will be followed
5. keep you updated on your claim's progress
6. give you the information you need on how we'll settle your claim
7. if we decline your claim, we'll clearly explain why.

What excesses you may need to pay

The *excess* is the amount of any claim that you're responsible for. The *excess* applies to each event resulting in a claim.

Where *loss* has been caused on multiple occasions or events an *excess* will apply to each occasion or event.

Unless the benefit being claimed says it is *excess* free, you'll need to pay your *excess*. Your *excess* and any additional *excesses* that may apply are detailed on your *certificate of insurance* and in this policy wording.

Where a benefit specifies an additional *excess*, that additional *excess* will apply above any other *excess* on your *certificate of insurance*.

How we'll settle your claim

The maximum per event that we'll settle your claim for is the lesser of:

1. the actual cost to repair or replace the *loss* suffered to your insured property to its condition immediately before the *loss*
2. the *replacement cost* up to the *sum insured* as shown on your *certificate of insurance*.

We'll settle your claim for *loss* following the process set out below.

If we decide it is economic to repair the *loss*:

We'll pay the actual cost of repairs to restore the insured property to their condition immediately before the *loss*, or we'll pay to replace the *loss* suffered with property equivalent to the property that suffered that *loss*.

If damage to the existing structures is repairable, we'll settle any *loss* to those structures as is described in the section **How we'll settle your claim** of your existing house insurance policy.

If we decide it is uneconomic to repair the *loss*:

We'll pay the actual costs incurred by you under the *contract works* immediately before the *loss*.

We'll settle any total *loss* to the existing structures as is described in the section **How we'll settle your claim** of your existing house insurance policy.

In all cases:

1. Our payment will be less any salvage and less any *excess*
2. We'll pay, where necessary:
 - a. the reasonable extra cost of complying with local authority laws and regulations when repairing or replacing the damaged parts of the *contract works*. This is provided those damaged parts complied with local authority laws and regulations at the time they were built or altered
 - b. the reasonable architects', engineers', and surveyors' fees necessary for the repair or replacement provided they are authorised by us before they are incurred
 - c. the reasonable cost of demolition and the removal of debris that directly caused the *loss*, including the contents unless specifically excluded
 - d. where we've paid the demolition and removal of debris costs, we retain any salvaged property.
3. If we've been notified of a financial interest in your house, we're obliged to make any cash payment to the interested party (for example, a mortgagee) up to the amount of its interest. This payment counts towards meeting our obligations under this policy.
4. We'll use building materials and construction methods commonly used at the time of the repair or replacement.

5. If you pay your premium by instalments and the *contract works* and existing structure are uneconomic to repair, you must pay the rest of the annual premium before we settle your claim.
6. We reserve the right to apply any claims monies owed to you to pay any unpaid premiums.
7. We'll not:
 - a. pay for amounts not yet paid by you or amounts that have not been included in the *sum insured*
 - b. pay for repairing or replacing any part of your *contract works* that has not suffered *loss*
 - c. pay the cost of repair or replacement beyond what is reasonable or practical
 - d. repair or replace the *contract works* exactly to its previous condition.

Reinstatement of the sum insured

After we've paid a claim that is not a total *loss* claim, we'll reinstate the *sum insured*. We may charge you an additional premium for this reinstatement. If we do, you must pay this additional premium for this cover to continue.

Assignment

Where you've made a claim for the repair or replacement of your *contract works*, you must not transfer any of your rights, obligations, title, interests, or benefits under this policy without our prior written consent. If you do not obtain our prior written consent, any transfer is invalid at law.

••• Other important information

You can cancel this policy

You can cancel this policy by contacting us online or by phone or email. We'll only refund premium if the cancellation is made within the 15-day free look period.

Free look period

If you're not completely happy with your policy, you can cancel it within 15 days of the start date so long as you've not made any claims.

We'll refund any premiums you paid and we'll both regard this policy as never having started.

We can cancel this policy

We can cancel this policy at any time by notifying you in writing. The cancellation will take effect on the seventh day after we provide notice emailed or posted to your last known address on our records. We'll refund any *unused premium*.

We can also cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out in the sections:

1. **You have certain responsibilities on page 13**
2. **You have certain responsibilities at claim time on page 15**

If we cancel or avoid your policy, we'll refund any *unused premium*.

Making changes to this policy

You can have this policy altered as long as we agree to that alteration and have confirmed this to you.

We can alter the terms of this policy at any time if in our opinion there is a substantial change in risk. We'll give you at least seven days' notice of this change.

If you do not agree to the alterations to the terms of your policy, you can cancel it (effective from the date of the proposed alteration). You can do this by contacting us online or by email or phone before the effective date of the proposed alterations. If you cancel on this basis, we'll refund any *unused premium*.

Other parties with a financial interest

You authorise us to disclose personal information about your insurance to any holder of a financial interest in the house.

This policy is under New Zealand law

New Zealand has jurisdiction

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

Any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

New Zealand currency and taxes apply

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.

How we'll communicate with you

We'll communicate with you to your last notified physical or email address.

If email is your preferred method of communication, the address you provided to us must be valid and must be checked on a regular basis.

You must tell us if you change your physical or email address.

Talk to us if you have a concern

We always strive to give the best possible service. So, if you're not happy with something – anything – please let us know. We'll aim to get it sorted for you quickly and fairly.

Often a quick conversation with us can help straighten things out. But, every now and then, an issue might occur that can't be easily resolved. If that's the case, we'll talk you through our internal disputes resolution procedure. And if we still can't agree, we'll let you know how you can access our external disputes resolution provider.

If you would like more information, check out tower.co.nz/contact-us/complaints.

A-Z Glossary

Please note words in the singular can be in the plural and vice versa.

Accidental

Unintended and unexpected by you.

Certificate of insurance

The certificate of insurance first issued to you, or any further certificate issued following a change to the policy or a renewal of the policy (whichever applies at the time of the event).

Communicable disease

Any disease that can be transmitted by any substance or agent from any organism to another where:

1. the substance or agent includes, but is not limited to, any virus, bacterium or parasite or other organism or any variation of such, whether deemed to be living or not, and
2. the method of transmission, whether direct or indirect includes, but is not limited to, transmission that is:
 - a. airborne
 - b. bodily fluid
 - c. from or to any surface or object
 - d. solid, liquid or gas, or
 - e. between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, *loss* of value of, marketability of or loss of use of property.

Computer system

Any of the following things:

1. any computer, hardware, software, communications system
2. any electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device)
3. any server, cloud, or microcontroller, including any similar system or configuration of them and including any associated input, output, *data* storage device, networking equipment or back up facility.

Construction period

The period starting with the later of:

1. the start date as stated on the *certificate of insurance*
2. the date the contractor takes possession of the site comprising the *contract works*

and ending on the earliest of partial completion, completion, or the scheduled date as defined below.

Partial completion:

1. For any applicable portion of the *contract works*, the earlier of:
 - a. the date a partial practical completion certificate is issued
 - b. the date that portion of the *contract works* is occupied, taken over or put in use by you, or

Completion:

2. The earlier of:
 - a. the date a practical completion certificate is issued
 - b. at the time the *contract works* is occupied, taken over or put in use by you, or

Scheduled date:

3. the *construction period* end date in the *certificate of insurance*.

Contract works

All permanent and temporary works to be executed by the contractor at the *situation*, as described in the contract. This includes all materials and items that are included in that contract.

Cyber-attack

One or more unauthorised, malicious, or criminal acts regardless of time and place – involving access to, processing of, use of or operation of a *computer system*. A cyber-attack can be the threat or hoax of these acts.

Cyber incident

Any of the following things:

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any *computer system*
2. any partial or total unavailability or failure to access, process, use or operate any *computer system*; it can be a single incident or a series of related incidents.

Data

Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a *computer system*.

Excess

The amount of any claim that you must bear as shown on your *certificate of insurance* and/or in this policy wording.

Loss

Sudden and *accidental* physical loss or sudden and *accidental* physical damage.

Maintenance period

The period when any part of the *contract works* is completed and put into service, or taken over, occupied, or issued with a certificate of partial or practical completion. It finishes on the earlier of:

1. the date the Maintenance or Defects liability period referred to in the contract ends
2. the end of the *period of insurance*.

Natural disaster

An earthquake, landslide, volcanic activity, hydrothermal activity, tsunami or a natural disaster fire.

Natural hazard

As defined in the Natural Hazards Insurance Act 2023 or any amendment or replacement Act.

Period of insurance

The period shown on your *certificate of insurance*. This includes the *construction period* and the *maintenance period*. If you select a start date in the future, cover will begin at 12:00am on that day. Otherwise cover begins at the time you purchased this insurance.

Cover ends on the earliest of:

1. 11:59pm on the day shown of the *certificate of insurance*
2. at the effective time of cancellation
3. when any part of the *contract works* are taken over or put into service or the whole of the *contract works* are taken over or put into service.

Principal

The owner of the dwelling at the *situation* where the *contract works* are being carried out.

Replacement cost

The reasonable cost to replace the *contract works* and/or existing structures to a standard that is reasonably equivalent to its appearance, size, functionality, and relative quality when new, but without necessarily reproducing it exactly.

Situation

The address that is shown on your *certificate of insurance* named as the Situation.

Sum insured

The figure specified on your *certificate of insurance* and/or in this policy wording.

Time-element loss

Time-element loss means business interruption, contingent business interruption or any other consequential *losses*.

Unused premium

Premium for the days you've paid for but will not be insured (calculated as at the effective date of cancellation).

Get in touch today

If you'd like to talk about your
insurance needs, give us a call on

0800 808 808
tower.co.nz

