

Provider House Policy – Rental Protection



This is your policy document.

Keep it in a safe place.

Provider House Policy
– Rental Protection



TOWER

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Welcome

Thanks for choosing TOWER. You've made a smart choice by insuring your house with us. We've been helping New Zealanders protect the things they value for over 140 years and look forward to doing the same for you.

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, 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 18.

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 or pay **your** claim. It is important **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 the terms on which **we** insure **you**.

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 **your 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** or any person who may occupy **your house** is charged with, convicted of or commits 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.

We may change the terms on which **we** insure **you**, or the premium, to reflect the change in circumstances that **you** have disclosed to **us**.

If **you** do not comply with **your** obligations under this section 'What you must tell us', **we** have the option to decline any claim (and recover any claims payment already made).

We may also cancel or avoid this policy. If **we** cancel **we** will give **you** 14 days' notice sent or emailed to **your** last known address on **our** records. If **we** do this, **we** will refund **your unused premium**.

If **we** avoid **your** policy, it will be treated as if it had never been taken out, and **you** may be required to refund any claims payments **we** have previously paid to **you** under **your** policy (if any). If **we** do this **we** will send notice or an email to **your** last known address on **our** records and **we** will refund **your** entire premium paid.

Some of your other important obligations

As a landlord **you** and any person responsible for **your house** with **your** permission must:

- when rent is at 21 days in arrears, make application to the Tenancy Tribunal for vacant possession of **your house** in accordance with the provisions of the Residential Tenancies Act 1986
- collect:
 - at least one week's rent in advance
 - at least three weeks' rent in the form of a bond which will be registered with Tenancy Services.
- complete an internal and external inspection of **your house** at a minimum of three monthly intervals and document any new damage or concerns
- exercise due care in the selection of tenants including obtaining satisfactory written or verbal references in all cases
- have a written tenancy agreement and ensure that **you** and the tenant complete a pre and post tenancy inspection including documenting any existing or new damage to **your house**
- monitor rent payments regularly and send written notification to the tenant when rent is 14 days in arrears. **You** must also visit **your house** to ascertain if the tenant remains in residence.

Otherwise **we** may decline **your** claim and recover any payment already made.

All premiums must be paid in full by the due date for payment of such premiums. If any premium payable by **you** remains unpaid

28 days following the due date for payment of that premium, **we** may cancel this policy (effective from the first day of the period to which the unpaid premium relates).

You and any person responsible for **your house** with **your** permission 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 cooperate fully in any recovery action
- comply with all **our** requests relating to **your** claim including providing all cooperation, information and assistance
- ensure that all buildings are securely locked when unattended
- 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** 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 that **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 the claim and reimburse **us** for that payment as soon as **you** receive any reparation.

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

What your house is insured for

Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance**, unless excluded by this policy.

What special benefits you are insured for

The amounts payable under these special benefits are paid in addition to the **sum insured**, unless the special benefit states otherwise.

Demand surge protection

We may, at **our** sole discretion, increase the **sum insured** on the following basis, if:

- **your house** has suffered sudden and accidental physical loss or sudden and accidental physical damage that is covered by this policy, and
- that loss or damage was caused by a natural disaster, flood or storm that occurred at, or in the vicinity of, **your house** causing widespread loss or damage, and
- as a direct result of that widespread loss or damage, building costs have increased by a verified statistical percentage due to a surge in the demand for labour and materials, and
- the actual cost to repair or rebuild **your house** is higher than the **sum insured** noted on the **certificate of insurance** due solely to that increase in building costs as a consequence of the widespread loss or damage.

If **we** determine this benefit applies, the most **we** will pay is the lower of:

- the actual cost to repair or rebuild **your house**, and
- the **sum insured** noted on the **certificate of insurance**, plus that verified statistical percentage increase in building costs, up to a maximum of 10% of the **sum insured**.

This benefit will not apply if **we** offered to pay for the actual **replacement cost** as those costs are incurred, but **you** have chosen to receive a cash payment instead of repairing or replacing **your house**.

Full replacement for fire

If the loss or damage to **your house** for which a claim is accepted is caused by fire (but not fire following **natural disaster damage**), the cover under the policy has no **sum insured** limit.

Where this applies, the following do not apply:

- all references to the cover being limited a maximum of the **sum insured**
- the Demand surge protection benefit.

This special benefit does not apply to Sum insured Present day value policies.

Gradual damage

If **your house** suffers accidental physical damage through gradual deterioration, mildew, mould or rot as a result of the leaking of:

- a permanent and hidden internal water supply pipe
- a permanent and hidden internal waste disposal pipe, or
- an internal water supply tank

installed at the **situation**, **we** will pay up to \$2,500 to repair the resulting damage (but not the cost of locating and repairing the leak) provided that the leak first occurred during the time that **we** insure **your house**.

Illegal substances decontamination

If **your house** suffers accidental physical damage resulting from:

- chemical contamination,
 - that first occurred and continued to occur over the time that **we** have insured **your house**, or if this does not apply,
 - to the extent it has occurred over the period that **we** have insured **your house**, and

your house is insured with **us** when **you** claim for that contamination, or

- explosion during the **period of insurance**, or
- fire during the **period of insurance**,

arising from the manufacture, storage, use or distribution at **your house** of any 'controlled drug' as defined in the Misuse of Drugs Act 1975, **we** will pay:

- a) up to \$30,000 for the cost of repairing or rebuilding the physical damage resulting from chemical contamination, or
- b) up to the **sum insured** for the cost of repairing or rebuilding the physical damage resulting from explosion, or
- c) the cost of repairing or rebuilding the actual area of **your house** for physical damage resulting from fire.

You must make a formal complaint to the Police about the manufacture, storage, use or distribution of the controlled drug at **your house** before this cover applies.

Once **we** have paid a claim under this special benefit, cover under it ceases until an approved contractor certifies that **your house** has been satisfactorily decontaminated.

This special benefit is only available if the contamination occurs while **your house** is rented to a tenant, and **you** and / or any person responsible for managing **your house** meet the obligations set out in the section 'Some of your other important obligations'.

Landscaping

If **your house** suffers damage as a result of fire or impact by a vehicle for which a claim is accepted and at the same time **your** lawn, flowers, trees, hedges or shrubs are also damaged, **we** will pay up to \$2,500 for their replacement.

Loss of rent

We will pay up to eight months' rent, which is lost as a result of **your house** being made uninhabitable by any loss or damage for which a claim is accepted under this policy or which is covered under **EQCover**, provided **your house** is rented to a tenant at the time of the loss or damage. No loss of rent will be paid after repairs have been completed or **your** claim has been paid.

Natural disaster damage

This policy covers **natural disaster damage** occurring during the **period of insurance** to **your house** and **your retaining walls** subject to the following:

In relation to those parts of **your house** that come within the cover available under **EQCover**:

- there is cover under this special benefit for the costs incurred to rebuild or repair **natural disaster damage** above the level of cover provided under **EQCover** (although **you** are still liable for the excess under **EQCover**)
- there is no cover for any amount the Earthquake Commission can legally refuse to pay for any reason in relation to **your** cover under **EQCover**
- where the cost of repairing or rebuilding the **natural disaster damage** to **your house** exceeds **your** cover under **EQCover**

(or would do but for the Earthquake Commission's refusal to pay), the most **we** will pay is the difference between **your** cover under **EQCover** and the **sum insured** less any applicable excesses.

In relation to those parts of **your house** that do not come within the cover available under **EQCover**, there is cover under the 'special benefit'. However the most **we** will pay for **natural disaster damage** to **your retaining walls** is \$25,000.

A \$5,000 **excess** will apply in place of the **excess** or **excess refund** that would otherwise apply for claims for **natural disaster damage** to any driveway (other than an unsealed one), path (other than an unsealed one), fence, swimming or spa pool.

The amount payable under this special benefit is included within the **sum insured**.

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 **your** no claims bonus again at the next renewal if no further claims are made.

Property security after loss

If **your house** suffers loss or damage which is covered by this policy **we** will pay up to \$2,000 to temporarily secure it to prevent further loss or damage, while it is unoccupied.

Retaining walls

This policy covers sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your retaining walls**. **We** will pay up to \$25,000 for their repair or replacement.

The amount payable under this special benefit is included within the **sum insured**.

Swimming and spa pool pumps and motors

This policy covers sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your** swimming or spa pool pumps and motors for their **current value**, other than damage caused by fire or impact when cover is for replacement.

Optional special benefits

The amounts payable under these Optional special benefits are paid in addition to the **sum insured**, unless the Optional special benefit states otherwise.

Additional loss of rent

If **you** have selected this benefit and **your house** is rented to a tenant, **we** will pay **you** up to \$500 per week for up to six weeks for rent which is lost during the **period of insurance** as a result of **your**:

1. Tenant:

- being lawfully evicted for the non-payment of rent
- vacating the property without giving the required notice
- legally stopping paying rent under their tenancy agreement due to the prevention of access to **your house** or failure of public utilities.

2. **House** being made uninhabitable due to deliberate damage which is covered by this policy by tenants or their guests.

An additional **excess** of \$250 or one week's rent (whichever is greater) applies to this Optional special benefit.

No loss of rent will be paid after repairs have been completed, **your** claim has been paid or rental payments have resumed.

Any rent paid in advance or bond that is held by Tenancy Services will be deducted from **your** claim.

Deliberate damage by tenants

If **you** have selected this benefit and **your house** is deliberately damaged by **your tenants** or their guests during the **period of insurance**, **we** will pay up to the sum insured shown in the **certificate of insurance** for this Optional special benefit to repair **your house** (but not **your** Landlord's contents and chattels).

An additional **excess** of \$500 will apply to this Optional special benefit.

House under construction or alteration

If **you** have selected this benefit this policy is extended to cover **your house** for sudden and accidental physical loss or sudden and accidental physical damage while under construction or structural alteration occurring during the period shown for this Optional special benefit in the **certificate of insurance**. An additional **excess** of \$500 will apply. No cover applies for any removal of the roof, excavation, lifting or shifting of **your house**.

The most **we** will pay under this Optional special benefit is the sum insured shown in the **certificate of insurance** for this Optional special benefit.

Landlord's contents and chattels

If **you** have selected this benefit and **your house** is rented to a tenant, **we** will pay **you** the **current value** up to the sum insured shown in the **certificate of insurance** for this Optional special benefit for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your** home appliances, furniture and chattels (including drapes) that are contained in **your house**.

Liability protection

We will cover **you** for up to \$2,000,000 for **your** liability as the owner of **your house** for claims made against **you** as a result of an accident at the **situation** which causes physical damage to property 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 insured for under liability protection

The amounts payable under the special benefits under Liability protection are included within the Liability protection cover of \$2,000,000 and are not in addition to it.

Bodily injury

Liability protection is extended to cover **your** liability for up to \$100,000 arising from **bodily injury** occurring in New Zealand during the **period of insurance**.

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

Defence costs

We will cover **you** for the reasonable legal costs and expenses incurred by **you** with **our** approval, in defending liability potentially covered under this Liability protection section.

Resource Management Act fines and legal defence costs

Liability protection is extended to cover **your** liability for up to \$100,000 for the cost of defending any charge and any fine or monetary penalty imposed upon **you** by law as a result of an **occurrence** at the **situation** during the **period of insurance**.

An additional **excess** of \$500 will apply to claims under this special benefit.

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 insured for

General exclusions

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

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 – Resource Management Act fines and legal defence costs
- any activity for financial return (other than domestic rent) whether for profit or not
- any event outside New Zealand
- any process of cleaning, repairing or restoring
- 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
- discharge of any substance
- 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 unless **you** have selected the Optional special benefit – House under construction or alteration
- mechanical or electrical breakdown unless burning out occurs. However, resulting physical loss or physical damage other than the mechanical or electrical breakdown is covered
- mildew, mould, rot, corrosion, rust or gradual deterioration other than the cover provided in the special benefit – Gradual damage
- **natural disaster damage**, other than the cover provided by:
 - the special benefit – Natural disaster damage, and
 - the Optional 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 **EQCover**.

- nuclear weapons material or ionising radiation or contamination by radioactivity 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 Accident Compensation Act 2001 or any amendments or any Act(s) in substitution of the Act
- settling, cracking, movement or compaction of land
- subsidence, erosion, underground water pressure or landslip (other than the cover for **natural landslip** under the special benefit – Natural disaster damage)
- the cost of remedying or repairing any inherent fault, defective workmanship, materials or design
- the engagement by **you** of any contractor to dispose of or handle materials other than in a lawful manner
- the manufacture, storage, use or distribution at **your house** of a 'controlled drug' as defined in the Misuse of Drugs Act 1975 (other than the cover under special benefit – Illegal substances decontamination)
- theft or deliberate damage caused directly or indirectly by **you**, or by anyone who normally lives at the **situation** or is lawfully at the **situation** other than the cover provided in the Optional special benefits – Additional loss of rent, Deliberate damage by tenants or Landlord's contents and chattels. 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 a structural defect, defective design, defective materials or defective workmanship
- wear and tear, action of sunlight or maintenance.

Liability for:

- **bodily injury to you**
- loss of 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 or 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.

How to make a claim

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

You can call **us** on 0800 808 808 or go to tower.co.nz/claims to fill out an online claim form.

If **you** call **us** and **we** require **you** to complete a claim form, **we** must receive the completed claim form within 30 days.

How we will look after your claim

When **you** contact **us** to make a claim **we** will:

- process **your** claim within the terms of the policy
- explain how the claims process works
- explain what **we** need to go ahead with **your** claim
- if required, arrange for an assessor to inspect the damage and explain the procedure that will be followed
- keep **you** updated on **your** claim's progress
- give **you** all the information **you** need on how **we** will settle **your** claim
- if **we** decline **your** claim, **we** will clearly explain why.

How we will settle your claim

We will settle **your** claim as set out below up to a maximum of the **sum insured**.

Economic to repair

If **we** decide it is economic to repair the loss or damage to **your house** that is covered under this policy, **we** will, at **our** option, either:

- pay for the actual **replacement cost** as those costs are incurred to repair the insured loss or damage to **your house**
- pay **you** a cash payment based on the estimated **replacement cost** to repair the insured loss or damage to **your house**.

Alternatively **you** may elect to have **us** pay **you** a cash payment based on the **current value** of the repairs to **your house**.

Uneconomic to repair

If **we** decide it is uneconomic to repair the loss or damage to **your house** that is covered under this policy, **we** will, at **our** option, either:

- pay for the actual **replacement cost** as those costs are incurred to rebuild **your house** at the **situation**
- pay **you** a cash payment based on the estimated **replacement cost** to rebuild **your house** at the **situation**.

If it is not legally or practically possible for **us** to rebuild **your house** at the **situation**, (including for example; because of government or local authority laws, or the circumstances surrounding the land) then **we** will at **our** option, either:

- pay for the actual **replacement cost** as those costs are incurred to rebuild **your house** at an alternative site in New Zealand
- pay for **you** to buy another comparable **house** in New Zealand including necessary legal and associated costs (excluding the value of the land),

provided that in either case the cost is not greater than the estimated **replacement cost** of rebuilding **your house** at the **situation**.

If **we** choose to pay for the actual **replacement cost** as those costs are incurred, **you** may choose one of the following options instead:

- **you** may receive the actual **replacement cost** to replace **your house** at another site in New Zealand (excluding demolition and removal of debris costs unless actually incurred) provided the cost is no greater than the estimated **replacement cost** of rebuilding **your house** at the **situation**
- **you** may buy another comparable house in New Zealand including necessary legal and associated costs (excluding the value of the land), provided the cost is not greater than the estimated **replacement cost** of rebuilding **your house** at the **situation** (excluding demolition and removal of debris costs unless actually incurred)
- **you** may receive a cash payment based on the **present day value** of **your house** excluding demolition and removal of debris costs unless **we** agree otherwise.

If **you** choose to sell **your** land without **our** prior agreement, **your** settlement options will be limited and **you** may choose from one of the following options instead:

- **we** will pay for **you** to buy another comparable house in New Zealand including necessary legal and associated costs (excluding the value of the land)
- **you** may receive a cash payment based on the **present day value** of **your house** excluding demolition and removal of debris costs unless **we** agree otherwise.

In all cases:

- **we** will pay, where necessary:
 - the reasonable extra cost of complying with government or local authority laws and regulations when repairing or rebuilding the damaged parts of **your house**, provided those damaged parts complied with government or local authority laws and regulations at the time they were built or altered
 - the reasonable architects', engineers' and surveyors' fees necessary for the repairs or replacement provided they are authorised by **us** before they are incurred
 - the reasonable cost of demolition and removal of debris including the contents unless specifically excluded.
- where **we** have paid the demolition and removal of debris costs, **we** retain any salvaged property
- the most **we** will pay for **your house** and the services listed above is the cost to repair or rebuild the actual area of **your house** up to the **sum insured**
- if **you** pay **your** premium by instalments and **your house** is uneconomic to repair **you** must pay the rest of the annual premium before **we** settle **your** claim
- if **we** have been notified of a financial interest in **your house** **we** are obliged to make payment to the interested party (mortgagee, etc) up to the amount of its interest. This payment counts towards meeting **our** obligations under this policy
- **we** will use building materials and construction methods commonly used at the time of the loss or damage.

- **we** will not:
 - pay the cost of repairing or rebuilding any part of **your house** that is contrary to the building consent or any other applicable consent issued by the relevant authority
 - pay for repairing or rebuilding any part of the **house** that has not suffered insured loss or damage
 - pay the cost of repair or rebuild beyond what is reasonable, practical or comparable with the original when built or renovated
 - repair or rebuild **your house** exactly to its previous condition.
- where **your house** suffers loss or damage that is covered under this policy, the **sum insured** for **your house** reduces immediately afterwards by the cost of repairing or rebuilding that loss or damage. The **sum insured** reinstates:
 - in full automatically to the figure specified in the **certificate of insurance** as soon as that repair or rebuild is complete
 - in part as and to the extent that, the loss or damage is repaired or rebuilt.

Full replacement for fire

If the loss or damage to **your house** is caused by fire (but not fire following **natural disaster damage**), there is no **sum insured** limit despite what this policy says to the contrary. If this applies, then the Demand surge protection benefit does not apply. This clause does not apply to Sum insured Present day value policies.

Cancelling this policy

You may cancel this policy at any time by notifying **us** either by telephone, email or post. **We** will refund 80% of **your unused premium** (unless the refund is less than \$25 in which case no refund is given).

We may cancel or avoid this policy in accordance with the express rights of cancellation and / or avoidance set out under the headings 'What you must tell us' and 'Some of your other important obligations'.

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 and any other policies **you** have with **us** or cancel them effective immediately from the date of the fraudulent act. If **we** do this, **we** will refund **your unused premium**.

Your policy is automatically cancelled if **your house** is uneconomic to repair and no refund of premium is given. However, **you** may apply to **us** to insure **your** new house.

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 giving **you** at least 14 days' notice sent or emailed to **your** last known address on **our** records in any of the following circumstances:

- to reflect any material changes to relevant law
- to increase the level of existing cover, or add additional cover
- if **we** are no longer able to secure reinsurance protection for perils covered by this policy
- in order to allow for a material change in **your** (or **your** insured property's) risk profile
- in order to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for **us** under current policy terms.

If **you** do not agree to such alterations to the terms of **your** policy, **you** can cancel the policy (effective from the date of the proposed alteration) by notifying **us** either by telephone, email or post prior to the effective date of the proposed alterations. If **you** cancel on this basis, **we** will refund **your unused premium**.

Leaving your house unoccupied

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.

Inflation protection

To help protect **you** from inflation the sums 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

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

Automatic reinstatement

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

Assignment

Where **you** have made a claim for the repair or replacement of **your house**, **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 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**.

Jurisdiction

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

Any compensation awarded or costs or expenses of litigation outside New Zealand are 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.

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 Customer Service
Phone: 0800 808 808
- If **we** are unable to resolve the problem, **you** may make a formal complaint to:
Manager – Complaints Investigation and Resolution
TOWER Insurance Limited
PO Box 90 347
Auckland
Phone: 0800 808 808
Facsimile: 09 369 0546
Email: insurance@tower.co.nz
- 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 arbitrate. Please see the ombudsman's website (jombudsman.org.nz) for disputes it can consider.

Meanings of words

Definition	Meaning
Bodily injury	Bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury
Certificate of insurance	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
Current value	The cost at the time of the loss or damage of rebuilding, replacing or repairing to a condition no better than new less an appropriate allowance for depreciation and deferred maintenance
EQCover	The Earthquake Commission Act 1993 or any amendments or Act(s) in substitution of the Act
Excess	The amount of each 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 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 an excess, that excess will apply over and above any other excess or excess refund in your policy or in the certificate of insurance
Excess refund	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

Definition	Meaning
House	The domestic building(s) shown in the certificate of insurance you own at the situation , including its fixtures and fittings (other than floor coverings not permanently fixed or glued in place, blinds and drapes), walls (including those walls and retaining walls essential for the building or positioning of your domestic building(s) but not including 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 unsealed driveways or paths)
Natural disaster damage	Sudden and accidental physical loss or sudden and accidental physical damage as a direct result of earthquake, natural landslide , volcanic eruption, hydrothermal activity or tsunami and includes physical loss or physical 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 landslide , 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 EQCover
Natural landslide	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	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	The period shown in the certificate of insurance
Present day value	The lesser of: <ul style="list-style-type: none"> ▪ the market value of your house at the time of the loss or damage, less the value of the land it is situated upon as an unoccupied site, or ▪ the sum insured

Definition	Meaning
Replacement cost	The reasonable cost to repair or rebuild your house (as applicable) to a standard that is reasonably equivalent to its appearance, size, functionality and relative quality when new, but without necessarily reproducing it exactly
Retaining wall	A wall that is built for the sole function of retaining land and that is not essential for the building or positioning of your domestic building(s) (because these are included in your house definition). It does not include any retaining wall that is incomplete or any retaining wall over 1.5 metres above ground that does not have any required local authority consent
Situation	The location which is shown in the certificate of insurance
Sum insured	The figure specified in the certificate of insurance being the most that we will pay under this policy for each event during the period of insurance , unless the benefit states it is in addition to the sum insured
Unused premium	Premium for the days you have paid for, but will not be insured (calculated as at the effective date of cancellation)
We, us or our	TOWER Insurance Limited
You or your	The person(s) named in the certificate of insurance as the insured, and your spouse or de facto partner and your children normally residing at the situation . You or your does not include family members such as a parent, a grandparent, brother or sister unless they are named in the certificate of insurance . Where you jointly own any property this policy insures you jointly

Call us on **0800 808 808** or visit **tower.co.nz**



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