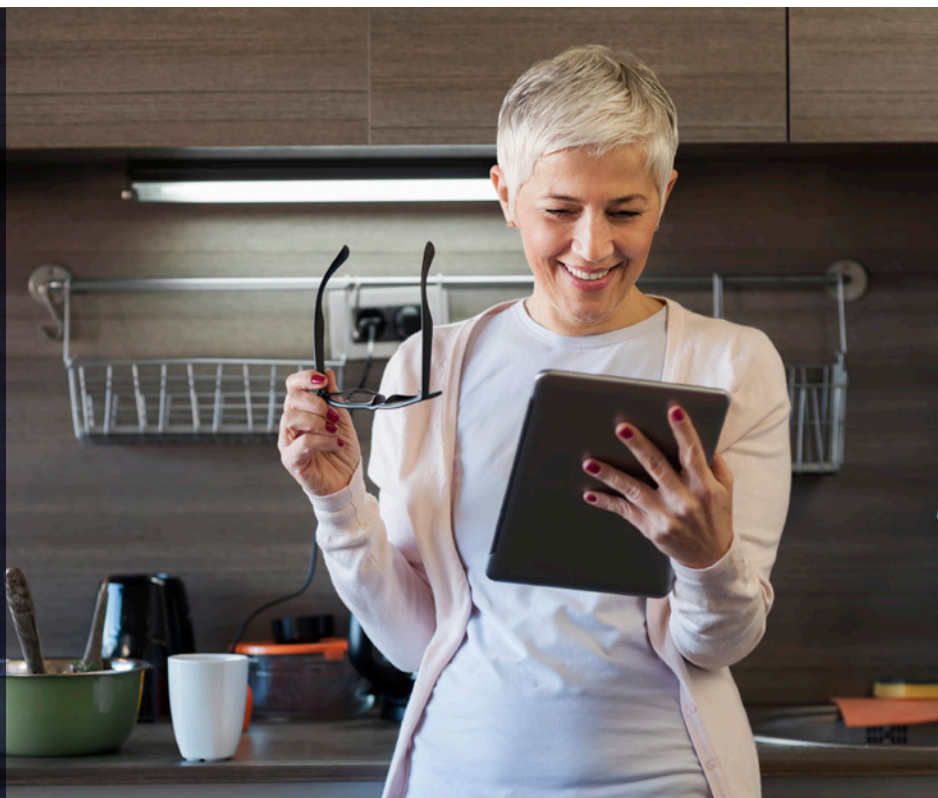




# Contents Insurance

Your policy wording. Keep it in a safe place.

Premium cover



## **Contents**

- 4 Your benefits compared
- 6 How your policy works
- 6 Words with special meaning
- 7 The claims process
- 8 What your contents are insured for
- 8 What contents we do and do not cover
  - 8 What contents we cover:
  - 10 What contents we do not cover:
  - 10 We apply an additional excess when your house is left unoccupied
  - 11 We do not cover contents with other insurance
- 11 Option to cover your valuable items
- 12 Your automatic benefits
  - 12 Children's contents left at home
  - 12 Contents in temporary storage
  - 12 Contents temporarily relocated
  - 13 Credit or debit card fraud
  - 13 Fatal injury to you
  - 13 Gifts temporarily stored in your house
  - 14 Gradual damage to your contents
  - 14 Home office equipment
  - 15 House under minor alteration
  - 15 Keys and locks lost or stolen
  - 16 Liability protection
  - 17 Moving house – cover for your contents in transit
  - 17 Natural disaster damage
  - 18 No claims bonus
  - 18 One event — one excess
  - 18 Spectacles, contact lenses, hearing aids and dentures
  - 18 Spoiled frozen or refrigerated food
  - 19 Stress benefit lump sum payment
  - 19 Temporary accommodation
  - 20 Temporary storage after loss
  - 21 University and boarding school cover for your children
  - 21 Veterinary fees for your domestic pet
  - 21 Visitors' personal effects when they are staying with you
  - 21 Window coverings extended replacement
- 22 What you are not covered for
- 27 What your responsibilities are
- 30 How to make a claim
  - 30 What your responsibilities are at claim time
  - 32 How we will look after your claim
  - 32 What excesses you may need to pay
  - 32 How we will settle your claim
  - 34 Payment limits per event on the following contents
- 35 Cancelling this policy
  - 35 Free look period
- 35 Inflation protection
- 35 Making changes to this policy
- 36 This policy is under New Zealand law
  - 36 New Zealand has jurisdiction
  - 36 New Zealand currency and taxes apply
- 37 How we will communicate with you
- 37 If you have a concern
- 38 Glossary

# Welcome to Tower Insurance.

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

This is your *Premium cover* policy wording, underwritten by Tower Insurance 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 how our different policies compare.

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 are covered for on page 12.

### 3. Responsibilities and exclusions.

What you must do, and what isn't covered on page 22.

### 4. Making a claim.

Information about making your claim with us on page 30.

### 5. Other stuff.

This is important too, like what to do if you have a concern on page 35.

### 6. Glossary.

Some words have special meanings on page 38.

As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is an internationally recognised plain language quality mark.





## Your benefits compared

Choosing what is right for you can be difficult, but we have made it easy with this comparison table.

This is the level of cover you selected and that this document explains. If you would like to change your level of cover, please call us on 0800 808 808.

	Premium cover	Plus cover	Standard cover
Accidental loss or damage	✓	✓	✓ at your house
Basis of settlement	✓ Replacement value	✓ Replacement value	✓ Replacement value
Unspecified jewellery per item	✓ \$10,000	✓ \$2,500	✓ \$1,000
Specified jewellery per item	✓ >\$10,000	✓ >\$2,500	✓ >\$1,000
Unspecified jewellery total	✓ \$30,000	✓ \$15,000	✓ \$5,000
Any other single item or set	✓ \$10,000	✓ \$5,000	✓ \$1,000
Specified items	✓ >\$10,000	✓ >\$5,000	✓ >\$1,000
Collections	✓ \$5,000	✓ \$3,000	✓ \$1,500
Specified collections	✓ >\$5,000	✓ >\$3,000	✓ >\$1,500
Mobile phone	✓ No limit	✓ \$1,000	✓ \$500
Documents	✓ \$1,200	✓ \$1,200	✓ \$1,200
Money	✓ \$1,000	✓ \$500	✓ \$250
Watercraft	✓ <\$2,000	✓ <\$1,500	✓ <\$500
Accidental damage anywhere in New Zealand	✓	✓	✓ \$5,000
Children's contents left at home	✓	✓	✓
Contents temporarily relocated	✓ 42 days	✓ 42 days	✓ 42 days
Gradual damage to your contents	✓ \$3,000	✓ \$2,000	✓ \$1,000
House under minor alteration	✓	✓	✓

	Premium cover	Plus cover	Standard cover
Keys and locks lost or stolen	✓ \$2,000	✓ \$1,000	✓ \$500
Liability protection	✓ \$20m	✓ \$20m	✓ \$20m
Moving house – cover for your contents in transit	✓	✓	✓
Natural disaster damage	✓	✓	✓
No claims bonus	✓	✓	✓
One event – one excess	✓	✓	✓
Spoiled frozen or refrigerated food	✓	✓	✓ \$500
Temporary accommodation	✓ \$30,000	✓ \$25,000	✓ \$15,000
Temporary storage after loss	✓ \$5,000	✓ \$5,000	✓ \$5,000
University/boarding school cover for your children	✓ \$10,000	✓ \$5,000	✓ \$5,000
Spectacles, contact lenses, hearing aids and dentures	✓ No excess	✓ No excess	✓
Contents in temporary storage	✓ \$20,000 maximum 12 months	✓ \$20,000 maximum 6 months	✗
Credit or debit card fraud	✓ \$1,000	✓ \$1,000	✗
Fatal injury to you	✓ \$10,000	✓ \$5,000	✗
Home office equipment	✓ \$10,000	✓ \$5,000	✗
Stress benefit lump sum payment	✓ \$2,000	✓ \$1,000	✗
Gifts temporarily stored in your house	✓	✗	✗
Veterinary fees for your domestic pet	✓ \$500	✗	✗
Visitors personal effects when they are staying with you	✓ \$500	✗	✗
Window coverings extended replacement	✓	✗	✗

# How your policy works

Your *Tower Contents Insurance — Premium cover* consists of two documents: this policy wording and the certificate of insurance. Make sure you read your policy wording and the certificate of insurance so you understand the cover we're providing and what your obligations are.

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

Your certificate of insurance tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.

We agree to cover you according to the terms outlined in these two documents, as long as you have paid the premium due.

Please check we've got things correct. 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 or at [insurance@tower.co.nz](mailto:insurance@tower.co.nz).

## Words with special meaning

In this policy some words have a special meaning. You can find out what those words are and what they mean in the *Glossary on page 38*.



In the policy wording are the benefits, exclusions, responsibilities and limits of your cover.



The certificate of insurance tells you what assets are covered, what level of cover applies and whether any special terms and conditions apply.



## The claims process

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



### Step one

Make sure you're safe

Make sure your property is safe

Take photos of the damage if you can

Call the police if required

Call us if you need immediate assistance



### Step two

Check your policy wording

Collect up any documents required

Start an inventory of losses

Call us

We will explain how the claims process works



### Step three

We'll lodge the claim with you

We may ask for more information

We will tell you what's going to happen next

We will arrange an assessor if required

We will decide whether the claim fits the terms of your policy

We will clearly explain why if it doesn't fit



### Step four

We will process your claim as fast as we can

We will keep you informed of what's happening

We will settle your claim as soon as we can



## What your contents are insured for

Your contents are covered for loss.

When you make a claim we will replace or repair the insured items based on the items complete replacement value up to your nominated sum insured.

There are limits and exclusions which are detailed throughout the wording and the certificate of insurance.



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 will explain it to you.

## What contents we do and do not cover



### What contents we cover:

We cover any of the following items that you own (or hire for which you are liable) and that are usually

- kept in or around your house
  - worn or carried by you.
1. Personal electronics and media, like:
    - a. phones, mobile phones
    - b. home office equipment (including associated hardware and copy-written purchased software which you hold a licence for)
    - c. computers, laptops, tablets, home audio and portable audio equipment, TV's, digital media equipment, cameras, portable gaming devices, e-book readers.
  2. Personal effects, like:
    - a. clothing, footwear



- b. jewellery including watches
  - c. cosmetics and toiletries
  - d. spectacles, contact lenses, dentures, hearing aids, wheelchairs and prosthetic limbs.
3. Household items, like:
- a. furniture, furnishings, art works, ornaments, electrical appliances not permanently plumbed or wired into your home
  - b. kitchenware, crockery, cutlery, food items, household linens
  - c. rugs and carpets that are not glued or tacked to the floor.
4. Outdoor items, like:
- a. outdoor furniture, portable spa pools, portable swimming pools, portable saunas, gardening equipment, handyman equipment, domestic power tools
  - b. domestic lawn appliances including ride-on lawn mowers.
5. Recreation and leisure equipment, like:
- a. canoes, dinghy's, kayaks, inflatables, surfboards, windsurfers, kiteboards, surf skis, wave skis, paddleboards, kontiki-type fishing equipment
  - b. any mechanically or sail propelled watercraft worth \$2,000 or less
  - c. bicycles, including e-bikes
  - d. camping equipment
  - e. books, CD's, DVD's, computer game software, craft and hobby materials, musical instruments.
6. Motorised bikes and cars, golf carts, go karts, atv's, mopeds, segways, electric unicycles and mobility scooters provided all of the following apply; they:
- a. do not need to be registered for on-road use
  - b. do not require registration under NZ Transport Agency rules
  - c. do not require the operator to hold a licence to drive it
  - d. have a maximum speed of less than 50kph and have a maximum engine size of 50cc
  - e. are not used for any form of racing or training for racing.

7. Remote controlled aircraft and un-manned aerial devices (including their parts and accessories) while they are at your house and not in use.

In this policy, some contents have a maximum limit we'll pay. These limits are detailed in the section – [Payment limits per event on the following contents on page 34](#).



### **What contents we do not cover:**

We do not cover any of the following items.

1. Aircraft or other airborne devices (and accessories) other than those detailed under the section – [What contents we cover: on page 8](#).
2. Animals of any kind.
3. Artificial or transplanted body parts or aids, surgical implants or attachments that are permanently fitted to you, other than those detailed under the section – [What contents we cover: on page 8](#).
4. Computer software and electronic data other than commercially available computer programs for which you held legitimate user licences at the time of loss.
5. Mechanically or sail propelled watercraft worth over \$2,000, their accessories and spare parts, and any other watercraft other than those detailed under the section – [What contents we cover: on page 8](#).
6. Motor vehicles, their accessories and spare parts, other than those detailed under the section – [What contents we cover: on page 8](#).
7. Plants (either inside or outside), however the container itself is covered for breakage or theft.

### **We apply an additional excess when your house is left unoccupied**

We will apply an additional excess of \$1,000 in the event of a claim for loss to your contents while your house is unoccupied for more than 60 consecutive days.

## We do not cover contents with 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 a claim under any other policy with another insurer.



## Option to cover your valuable items

Please read the section – *Payment limits per event on the following contents on page 34* to help you decide whether or not you need to specify your more valuable items.

You can specify valuable items to increase the top limit on their cover. You will need to pay an additional premium for this increase. So long as we have agreed to cover a specified item it will be covered up to the amount specified in your certificate of insurance.

Items you can specify are:

1. jewellery per item or set (including watches) over \$10,000
2. collections of items other than furniture and furnishings over \$5,000
3. any other single item or set over \$10,000.

Specified items are in addition to your contents sum insured.



## Your automatic benefits

Your policy also covers you for the benefits listed below.

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



### Children's contents left at home

We will pay for loss to your children's contents which are left with you at your house while they live away from your house, provided they are not covered by any other policy.

#### Limit

This is included within your contents sum insured.



### Contents in temporary storage

We will pay for loss to your contents while temporarily stored in a commercial storage facility for less than 12 months.

#### Limits

Your stored contents are covered for a maximum of \$20,000 per event.

This benefit does not include home office equipment which is dealt with under benefit – [Home office equipment on page 14](#).



### Contents temporarily relocated

We will pay for loss to your contents when they have been temporarily relocated to another place in New Zealand because you are on holiday or working or living away from your usual home.

#### Limits

Your contents are covered for a maximum of 42 days.

This benefit does not include home office equipment which is dealt with under benefit – [Home office equipment on page 14](#).



### **Credit or debit card fraud**

We will pay for financial loss from the fraudulent use of your credit or debit card during the period of insurance if you cannot reasonably recover that financial loss from anyone else.

This benefit is paid in addition to your contents sum insured.

#### **Limit**

We will pay up to \$1,000.



### **Fatal injury to you**

We will pay your estate in the event of your death from an injury caused by:

1. a fire at your house covered by this policy, or
2. anyone who unlawfully enters your house, during the period of insurance.

Your death must be within three calendar months of the injury.

This benefit is paid in addition to your contents sum insured.

#### **Limit**

We will pay a total of \$10,000 for all persons fatally injured during the period of insurance.



### **Gifts temporarily stored in your house**

We will pay for loss to gifts provided by other people that are temporarily stored in your house, provided they are not covered by any other policy.

#### **Limit**

This is included within your contents sum insured.



## Gradual damage to your contents

We will pay for the repair of gradual damage, deterioration, mildew, mould or rot to your contents occurring during the period of insurance caused by the leaking, overflowing or discharging of any of a:

1. water supply pipe or hose
2. water disposal pipe or hose
3. water supply tank.

The pipe, hose or tank must:

1. form part of the permanent and internal water reticulation system of the house, and
2. be hidden from view because it is contained within the walls, cupboards, floors, ceiling or roof of your house.

### Limits

We will pay the reasonable costs up to \$3,000 per event.

This benefit only applies:

1. if the leak, overflow or discharge first occurred during the time that we insure your contents
2. if you could not have discovered the damage immediately, and the damage was not visible, noticeable or obvious.

We do not cover:

1. the cost of locating and repairing the leak
2. a leak in a shower base, shower recess or shower cubicle
3. gradual damage that occurs when your house is unoccupied for more than 60 consecutive days.



## Home office equipment

We will pay for loss to your contents that you use in connection with a business, profession or occupation that operates from your home. This includes but is not limited to furniture and equipment you use primarily at home to earn income.

For the purposes of this benefit only, the definition of 'you' extends to a corporate entity where you are the primary shareholder.

## Limits

We will pay up to \$10,000 when the loss occurs at your house.

We will pay up to \$1,500 when the loss occurs while your contents are temporarily removed from your house.



## House under minor alteration

We will cover your contents for loss while your house is under minor alteration.

Minor alteration is any non-structural renovation or building work to your existing house that does not require a building consent from your local authority.

We do not cover any loss for building, alteration or renovation work that requires or involves any of the following:

1. a building consent
2. lifting or shifting of the house
3. load bearing walls
4. excavation greater than one metre deep
5. piles or foundations
6. structural alterations or repairs including the removal or alteration of the roof or cladding
7. any alterations that require plumbing or electrical work unless it is carried out and/or approved by a qualified tradesperson.

## Limit

This is included within your contents sum insured.



## Keys and locks lost or stolen

We will pay to replace your keys or locks, or change key codes, if during the period of insurance they are stolen, lost or believed on reasonable grounds to have been illegally duplicated.

We will also pay to open any safe following theft or loss of the keys or combination.

Any claim under this benefit will be excess free and is paid in addition to your contents sum insured.

### Limits

This benefit does not apply if you have told us your contents are in a holiday home.

We will pay your reasonable costs up to \$2,000.

We will only pay this benefit once per period of insurance.



### Liability protection

We will cover you for your legal liability to others arising from accidental physical property damage occurring in New Zealand during the period of insurance.

We will pay the reasonable costs and expenses incurred with our approval in defending the alleged legal liability. We will do this if your liability, if proven, would be covered under this benefit.

This benefit extends to your children who are covered under the benefit – [University and boarding school cover for your children on page 21](#).

This benefit is in addition to your contents sum insured.

### Limits

You also have cover under this benefit for your legal liability:

1. for bodily injury up to \$100,000 per event
2. arising under the provisions of sections 43 and 46 of the Forest and Rural Fires Act 1977, or any amendments or any Acts passed in substitution of the Act. You have cover up to \$100,000 per event
3. for loss caused by fire, explosion, impact, water damage or accidental breakage of fixed glass, hand basins, sinks, toilet pans and cisterns, forming part of the house where it is occupied but not owned by you.

We will pay up to \$20,000,000 in total under this benefit during the period of insurance.

If you have liability cover with us under any other policy, then we will only pay under one policy per event.





## Moving house – cover for your contents in transit

We will pay for loss caused by fire, collision or overturning of the conveying vehicle when your contents are in transit while you are moving from one house to another house (that you intend to occupy).

Transit starts when the conveying vehicle starts moving on a public road after leaving your current property and stops when it is parked and stationary at the new property.

The loading and unloading of the conveying vehicle is covered as part of your standard contents cover and not considered part of transit.

### Limit

We will cover your contents at both houses for a maximum of 14 days from the date you start your move.



## Natural disaster damage

The premium you pay for this policy includes a levy which is paid to the Earthquake Commission under EQCover. This levy covers your contents for natural disaster damage up to a limit set by them. When the Earthquake Commission pays under EQCover, we will pay for the cost of repairing or replacing the loss above this limit.

### Limits

If your contents suffer natural disaster damage, you must claim for EQCover first.

The most we will pay is the difference between the EQCover limit and the sum insured for your contents shown in the certificate of insurance, less any applicable excesses.

We do not cover:

1. any amount the Earthquake Commission legally refuses to pay
2. any excess or deduction under EQCover.



## No claims bonus

You will receive a no claims bonus if you have not had any claim with us or with your previous insurer during the last insurance policy year.

Your no claims bonus may step down on renewal following any claim. This means your premium may increase because your no claims bonus status has reduced. However, your no claims bonus may step up again at the next renewal if you make no further claims. This means your premium may reduce because your no claims bonus status has increased.

Other rating factors may mean that although you receive a no claims bonus, your premium may still increase.



## One event — one excess

If your contents suffer loss and we have accepted your claim, and we accept a claim from the same event for loss to your car or your house that we also insure, you will only pay one excess. The excess that you pay will be the higher of those excesses.



## Spectacles, contact lenses, hearing aids and dentures

We will pay to repair or replace your prescription spectacles, contact lenses (but not disposable contact lenses), hearing aids or removable dentures if you suffer loss.

Any claim under this benefit will be excess free.

### Limit

Any consultation, prescription or fitting fees are your responsibility.



## Spoiled frozen or refrigerated food

We will pay you to replace your frozen or refrigerated food if it is spoiled and unsafe to eat because your refrigeration or freezer equipment accidentally stops.

Any claim under this part of the benefit will be excess free.

We will also pay the cost to repair any loss to the refrigeration or freezer equipment caused by the spoiled food.

### Limits

We will pay the reasonable replacement value of the spoiled food.

Your excess is payable for any claim for loss to the refrigeration or freezer equipment.



## Stress benefit lump sum payment

We will pay you a lump sum for the stress caused to you if you suffer a total loss to your contents for which a claim is accepted.

This benefit is in addition to your contents sum insured.

### Limit

We will pay you \$2,000 per event as soon as we have accepted your contents claim as a total loss.



## Temporary accommodation

We will pay your temporary accommodation expenses if your house becomes uninhabitable due to loss which is covered either under this policy or under EQCover.

We will also cover the costs of temporary accommodation where your house is habitable but you are prevented from accessing it by order or direction of government or local authorities.

This benefit includes kennel or cattery fees for your domestic pets.

This benefit is in addition to your contents sum insured.

### Limits

This benefit does not apply if you have told us your contents are in a holiday home.

We will pay your reasonable costs up to a maximum of \$30,000 per event.

If you own the house and have been living in it, we will only pay temporary accommodation until the first of:

1. repairs to your house have been completed
2. we have paid your house claim

3. you have regained access to your house.

If you are in rental accommodation, we will pay to top-up (if required) your current rental amount to meet your new temporary accommodation rental amount until the first of:

1. the end of your current tenancy agreement
2. we have paid your contents claim
3. you have regained access to your original rental house
4. we have provided this benefit to you for eight weeks.

If we are already providing or paying to top up your temporary accommodation and there are further events which you could claim for, we will only pay for one event.

If you have this benefit with us under any other policy then we will only pay under one policy.



### Temporary storage after loss

We will pay to store your contents after an insured loss to the house you live in (whether insured with us or not) and both of the following apply:

1. we have accepted your claim under the benefit – [Temporary accommodation on page 19](#), and
2. your contents need to be removed to a secure storage facility while the house is being made habitable.

This includes costs for any or all of:

1. moving your contents to a secure storage facility
2. storage while you are in temporary accommodation
3. returning your contents to your house.

This benefit is in addition to your contents sum insured.

### Limit

We will pay your reasonable costs up to \$5,000 per event.



## University and boarding school cover for your children

We will pay for loss that occurs to your children's contents while they are attending university, polytechnic or school. Your children must be staying in university or polytechnic halls of residence, a school hostel or as a boarder in a private home.

This benefit does not apply in a flatting situation.

### Limit

We will pay up to \$10,000 per period of insurance.



## Veterinary fees for your domestic pet

We will pay for veterinary fees if your domestic pet is injured in an accident with a motor vehicle.

This benefit is in addition to your contents sum insured.

### Limit

We will pay up to \$500 per event.



## Visitors' personal effects when they are staying with you

We will pay for loss of personal effects owned by visitors' temporarily staying in your house provided they are not covered by any other policy,

This benefit is in addition to your contents sum insured.

### Limit

We will pay up to \$500 per event.



## Window coverings extended replacement

Where we pay for loss to window coverings in the room where the loss occurred, we will also pay for the replacement of identical window coverings in other rooms if we are unable to match them.

### Limit

This is included within your contents sum insured.



## What you are not covered for

Your policy does not cover liability for:

1. Asbestos  
where such liability directly or indirectly arises out of, results from or is a consequence of, or in any way involves asbestos, or any materials containing asbestos in whatever form or quantity.
2. Bodily injury  
bodily injury to you.
3. Forest and Rural Fires Act 1977  
liability under the Forest and Rural Fires Act 1977 other than the cover provided by the benefit – [Liability protection on page 16](#).
4. Land you own  
your ownership of any land.
5. Liability to which you have agreed  
liability that arises only because you have agreed to take liability upon yourself.
6. Vehicles, watercraft and aircraft you own  
the ownership, use or possession of any mechanically propelled vehicle, trailer, caravan, watercraft, aircraft or other airborne device other than those detailed under the section – [What contents we cover: on page 8](#).
7. Your or a trust's property  
damage to any property you own, or a trust of which you are a beneficiary or trustee owns.

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

1. ACC personal injury  
personal injury for which cover is provided to any extent under the Accident Compensation Act 2001, or any amendments or any Acts passed in substitution of the Act.

2. Animals, insects and pests
  - a. any domestic pet pecking, biting, clawing, scratching, tearing or chewing your contents, or damage caused by their urine or excrement. This exclusion does not apply to damage caused by another animal (except insects, vermin or rodents) which becomes accidentally trapped inside your home
  - b. insects, pests, rodents, vermin (other than possums), marine growth or marine borers. However, resulting loss other than that caused directly by them is covered.
3. Cleaning and repairing your contents  
any process of cleaning, repairing, restoring or renovating where inappropriate or unsuitable methods or materials are used. This exclusion only applies to the property that has undergone that process. Resulting loss other than that caused directly by it is covered.
4. Confiscation by an authority  
confiscation, nationalisation or requisition by an order of government, local authority, the courts or any public authority unless it is to prevent loss covered by this policy.
5. Contents used for business activities  
any activity for financial return (other than rental income where your house is occasionally rented out) whether for profit or not other than the cover provided under the benefit – [Home office equipment on page 14](#).
6. Controlled drugs pollution or contamination  
the pollution or contamination of your contents by the manufacture, storage, use, consumption or distribution at your house of 'precursor substances' or a 'controlled drug' as defined in the Misuse of Drugs Act 1975 or any amendments or any Acts passed in substitution of the Act.
7. Criminal and reckless acts  
any criminal or reckless act or omission by you.

8. Deliberate damage by anyone  
deliberate damage caused directly or indirectly by you or anyone who normally lives at, or is lawfully at your house. This exclusion does not apply to deliberate damage by fire by tenants or their guests.
9. Discharge of substances  
discharge of any substance.
10. Hydrostatic pressure to assets in the ground  
hydrostatic pressure to swimming pools, spa pools, water or waste tanks.
11. 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. However, resulting loss other than the mechanical or electrical breakdown is covered.
12. Natural disaster damage  
natural disaster damage other than the cover provided in the benefit – [Natural disaster damage on page 17](#).
13. Nuclear and radiation risks  
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.
14. Outside of New Zealand  
any event or contents outside New Zealand.
15. Soil changes  
settling, cracking, soil expansion, soil shrinkage, soil movement or compaction.
16. Subsidence, erosion and landslip  
subsidence, erosion or underground water pressure or landslip other than the cover provided for natural landslip in the benefit – [Natural disaster damage on page 17](#).
17. Terrorism  
the use of violence, or the threat of violence, in order to achieve a political, social or religious goal.



18. Vibration to buildings and land  
vibration, removal or weakening of support from either the land or buildings.
19. Wear and tear and sunlight  
wear and tear, or action of sunlight.

**Your policy does not cover any claims for:**

1. 48 hour stand-down  
any loss that occurs within 48 hours of the start date of your policy caused by storm, flood, wildfire or landslide.  
This exclusion does not apply if this policy started immediately after another policy that covered these risks.
2. Aircraft and airborne devices  
aircraft or other airborne devices other than those detailed under the section – [What contents we cover: on page 8](#).
3. Business money  
money and other proceeds of any business or activity for financial return, whether for profit or not.
4. Contents in a house you don't live in  
contents left in the house while it is let, lent, leased, rented or tenanted to anyone unless you have contacted us and we have agreed in writing that we will cover them during this time.
5. Contents in transit  
contents that are in transit where you are moving home from one house to another house, other than the cover provided in the benefit – [Moving house – cover for your contents in transit on page 17](#).
6. Contents removed from your house  
contents removed from your house for the purpose of sale, storage or exhibition, or that are away from your house, other than the cover provided in the benefits – [Contents temporarily relocated on page 12](#) and [Contents in temporary storage on page 12](#).
7. Excess that you pay  
any excess unless specifically stated.

8. Faults and defects
  - a. the cost of remedying or repairing any structural defect, inherent fault, defective, sub-standard or faulty workmanship
  - b. water or dampness entering your house because of any structural defect, defective design, defective materials or defective workmanship of the house.
9. Fines and damages  
aggravated, punitive or exemplary damages, fines and/or other penalties or reparation orders other than the cover provided in the benefit – [Liability protection on page 16](#).
10. Gradual damage  
gradual deterioration including damage arising from or involving action of micro-organisms, atmospheric or climatic conditions, corrosion, fungi, rust, rot, mildew, mould, smoke, or particles. Other than the cover provided by the benefit – [Gradual damage to your contents on page 14](#).
11. Motor vehicles  
motor vehicles (or any other mechanically propelled vehicle) and their accessories and spare parts other than those detailed under the section – [What contents we cover: on page 8](#).
12. Renovations and alterations to your house  
contents left in the house while alterations are being undertaken, other than the cover provided in the benefit – [House under minor alteration on page 15](#).
13. Theft of your contents  
theft of contents by you or anyone who normally lives at or is lawfully at your house.
14. Visitor's contents at your house  
contents belonging to people who may be visiting or residing at your house, other than the cover provided in the benefits – [Visitors' personal effects when they are staying with you on page 21](#) and [Gifts temporarily stored in your house on page 13](#).

15. Watercraft worth more than \$2,000  
any mechanically or sail propelled watercraft worth more than \$2,000.

**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 and terrorism:
  - a. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war
  - b. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law
  - c. 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
  - d. 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.



## What your responsibilities are

Here is a list of what you, and any person in charge of your contents with your permission, must do.

1. You must be honest and fair with us. All your statements made about this policy and any claim must be honest, correct and complete. If they are not, we have no liability under this policy or for any claim.
2. You must provide us with all relevant information. This means you must 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.

3. You must tell us if any circumstances change or may change while we are insuring your contents. This applies when the policy starts, while it is in force and when it renews.

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

- a. if the use or occupation of your house or land changes to include any business use
- b. if any alteration or addition is made to your house (aside from minor alterations as described on page 15)
- c. 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, tell us the details, even if we have not 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 told us about.

We may cancel your policy by giving you at least seven days' notice if what you tell us is in our opinion, a substantial change in risk.

4. You and any person in charge of your contents with your permission must:
  - a. take reasonable care to protect and maintain your contents and to avoid legal liability, and
  - b. ensure that your house is securely locked when unattended.

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

5. You must pay all premiums in full by the due date. If any premium remains unpaid 28 days following the due date for payment, we may cancel this policy (effective from the first day of the period to which the unpaid premium relates).

6. If you occasionally let your house, or any part of your house, short-term (no more than eight consecutive weeks at a time) you must:
  - a. ensure the house is cleaned and inspected for loss following each rental before any bond is released, and
  - b. make a claim for loss you discover with any accommodation booking service you used before you can claim under this policy.
7. If you do not comply with your obligations under this section – *What your responsibilities are on page 27* and *What your responsibilities are at claim time on page 30*, we can decline any claim (and recover any claims payment already made). We can also cancel or avoid this policy.  
 If we cancel we will give you seven days' notice sent, emailed or posted 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. If we ask, you will have to refund any claims payments we have previously paid to you. If we do this, we will email or post notice of this decision to your last known address on our records. We will refund your entire premium paid less any claims already paid.



## How to make a claim

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

Call us on 0800 808 808 or go to [tower.co.nz/claims](https://tower.co.nz/claims) to fill in an online claim form.

### What your responsibilities are 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 and any person in charge of your contents with your permission must do at claim time.

#### Before you lodge your claim

You must:

1. Inform the Police if it appears that there has been arson, theft, burglary or malicious damage.
2. Tell us as soon as possible:
  - a. if it is likely that you will make a claim
  - b. if you or anyone else who may have cover under this policy is charged with any offence which 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.

#### Once you've lodged your claim

You must:

1. Let us inspect the damaged contents if we ask and deal with any salvage reasonably; no property may be abandoned to us.

2. 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.
3. Let us complete all necessary documents and authorities for any claims under this policy as your authorised agent.
4. Comply with all our requests about your claim by providing full cooperation, information and assistance.
5. Not discuss a claim made on you by another person with them; instead, refer them to us.
6. Pay any applicable excess and any applicable additional excess; where you discover damage caused on multiple occasions then pay an excess for each occasion or event that occurred.
7. 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.
8. 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:

1. Cooperate fully in any action we take to recover money from other parties involved in your claim.
2. Let us take over for our own benefit and settle any legal right of recovery you may have.
3. 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.
4. Tell us if any lost or stolen property which 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.

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

## How we will look after your claim

When you contact us to make a claim we will:

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 will settle your claim
7. if we decline your claim, we will clearly explain why.

## What excesses you may need to pay

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

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

Unless the benefit being claimed says it is excess free you will 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 in your certificate of insurance.

An additional excess of \$100 applies if your house is let, leased, rented or tenanted to anyone.

## How we will settle your claim

We will settle your claim for loss following the process set out below.

We will pay up to a maximum of:

1. the limit stated in the relevant benefit you are claiming for, or the contents sum insured as recorded on your certificate of insurance (whichever is less)



2. the Liability protection limits as recorded in this policy wording, and
3. the limits in this policy wording for any benefits stated as being in addition to your contents sum insured.

**In all cases:**

1. If you pay your premiums by instalments and your contents suffer a total loss you must pay the rest of the annual premium before we settle the claim.
2. We have the option whether to make a payment, replace or repair your contents.
3. Where we choose to repair your contents, we will repair them to a similar condition to the condition they were in when new, without exactly replicating them. There will be no deduction for betterment.
4. Where we choose to replace your contents, we will do so by purchasing an equivalent new item, or where this is not available, the nearest equivalent item. There will be no deduction for betterment.
5. We will use a supplier of our choice.
6. We will pay an interested party (finance company and so on) if we have been notified of their interest in your contents. Their receipt will discharge us to the extent of our payment.
7. Where we make payment, we have the option to include an allowance for your reasonable temporary accommodation expenses, up to the maximum specified in the benefit – [\*Temporary accommodation on page 19.\*](#)
8. In the case of partial loss to your contents we will reinstate your contents sum insured after we meet any claim.
9. If we settle your claim for a total loss your policy will be automatically cancelled and no refund of premium will be given.

### We are not bound to:

1. pay for window coverings not located in the room or rooms where the loss or damage occurred, other than the cover provided in the benefit – *Window coverings extended replacement on page 21*
2. pay the cost of replacement until it is actually incurred
3. pay more than the sums insured shown in the certificate of insurance and/or this policy wording
4. pay the cost of replacement or repair of your contents beyond what is reasonable, practical or comparable to the original
5. pay more than the cash equivalent for the unconsumed portion of your cosmetics and/or toiletries
6. pay more than 50% of the replacement value of your contents if you choose not to replace or repair them, or
7. repair or replace your contents exactly to their previous condition.

### Payment limits per event on the following contents

money, gold or silver bars or ingots, precious stones	\$1,000
bonds, shares, stocks or documents	\$1,200
jewellery per item or set (including watches)	\$10,000
jewellery (including watches) in total from any one loss	\$30,000
collections of items other than furniture and furnishings	\$5,000
any mechanically or sail propelled watercraft	\$2,000
any other single item or set	\$10,000

## Cancelling this policy

You can cancel this policy by notifying us either by telephone, or in writing. We will refund 80% of your unused premium (unless the refund is less than \$25 in which case no refund will apply).

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

1. [\*What your responsibilities are on page 27\*](#)
2. [\*What your responsibilities are at claim time on page 30\*](#)
3. [\*Making changes to this policy on page 35\*](#)

If you make a claim that is false or fraudulent in any way, or make any false statement to us, we may retrospectively avoid your policy. We may also avoid any other policies you have with us or cancel them immediately from the date of the fraudulent act. If we do this, we will refund your unused premium.

### Free look period

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

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

## 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 the appropriate parts of the Consumer Price Index. Your premium at renewal will be calculated on the revised sums insured.

## Making changes to this policy

You can have this policy altered as long as we agree in writing to that alteration before it takes effect.

We can alter the terms or cancel this policy by giving you at least seven days' notice sent or emailed to your last known address on our records in any of the following circumstances:

1. to reflect any material changes to relevant law
2. to increase the level of existing cover, or add additional cover
3. if we are no longer able to secure reinsurance protection for perils covered by this policy
4. to allow for a material change in your (or your property's) risk profile
5. 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 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 notifying us by telephone or in writing, before the effective date of the proposed alterations. If you cancel on this basis, we will refund your unused premium.

## **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 in relation 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 will communicate with you

We will 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.

## 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 there'll be an issue 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](https://tower.co.nz/contact-us)

# Glossary

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

## Accidental

Unintended and unexpected by you.

## Bodily injury

Accidental bodily injury to a person occurring during the period of insurance in New Zealand including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

## 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).

## EQCover

Earthquake Commission Act 1993 or any amendments or any Acts passed in substitution of the Act.

## Excess

The amount of any claim which you must bear as shown in the certificate of insurance and/or in this policy wording.

## House

The domestic building you own, lease or rent at the situation and any domestic structure on the domestic land that goes with it.

## Loss

Sudden and accidental physical loss or sudden and accidental physical damage occurring during the period of insurance in New Zealand.

## Natural disaster damage

Loss as a direct result of earthquake, natural landslip, volcanic eruption, hydrothermal activity or tsunami. This 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 EQCover.

**Natural landslide**

The movement of ground forming materials that, before movement, formed an integral part of the ground. Such materials might be one or more of natural rock, soil, or artificial fill. 'Movement' means any one or more of falling, sliding, or flowing. Movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion is not a natural landslide.

**Period of insurance**

The period shown in the certificate of insurance.

**Situation**

The location which is shown in the certificate of insurance.

**Sum insured**

The figure specified in the certificate of insurance and/or in this policy wording.

**Uninhabitable**

A residence that no longer has a functional bathroom or kitchen, or is unsafe or unpractical to live in as determined by us, or by government or local authorities.

**Unoccupied**

There is no-one staying in the house overnight.

**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 persons named in the certificate of insurance as the insured and the following who normally reside at your house (the situation):

1. that person's partner (whether married, civil union or de facto partner),
2. that person's and/or their partner's children (natural, adopted, ward or foster) or for whom they are the legal guardian,
3. that person's and/or their partner's parents,
4. that person's and/or their partner's grandparents,
5. that person's and/or their partner's grandchildren.

You or your does not include any other family members including but not limited to a brother, sister, aunt, uncle or cousin unless they are named in the certificate of insurance.

Where children live away from your house the cover detailed under [Children's contents left at home on page 12](#) only applies.

Where you jointly own any of the contents this policy insures you jointly.









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

