

love

your

stuff

STATE

Introducing your

# Home essentials policy



# Welcome to State

Thank you for choosing State to insure your home. You've made a great choice – we've been helping New Zealanders with their insurance needs for more than 100 years and are proud to be doing the same for you.

If you have any questions about your policy or think it doesn't provide the cover you need, please ring us straight away – we'll be happy to help.



## Contacting us

**In New Zealand, simply call 0800 80 24 24.** If you ever have a question, need help, or want to make an insurance claim, you're welcome to phone us any time, 24 hours a day.

**Australia** call us free on 1 800 887 863.

**United States** call us free on 1 800 593 9482.

**United Kingdom** call us free on 0800 096 5308.

**Somewhere else overseas** call us direct on 64 9 969 1150.

If you'd prefer to email us, it's easy. Just follow the link in the 'Contact Us' section at [www.state.co.nz](http://www.state.co.nz). You can also call in to your nearest State sales centre – to find the one nearest to you, phone **0800 80 24 24** or visit 'Contact Us' at [www.state.co.nz](http://www.state.co.nz).

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# Your policy

## ▶ Reading your policy

### Words in bold

You'll notice that some words in **your** policy are in **bold**. This is because they have a special meaning. There is a list of these words and what they mean on page 9.

### Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in italics. Note these don't affect or limit the meaning of the section they refer to.

Please also note that the headings in this policy wording are designed to help **you** find **your** way around it. **You** mustn't use them when interpreting the policy wording.

## ▶ What your policy consists of

**Your** Home Essentials Policy consists of this policy wording, the **schedule** and the information **you** provided in the **application**.

## ▶ You can change your mind

If **you're** not happy with this policy **you** are welcome to change **your** mind, but **you** must tell **us** within 15-days of the date it started. **We'll** then cancel it and refund in full any premium **you've** paid. This doesn't apply if **you** have made a claim on **your** policy.

## ▶ Our commitment to you

**We'll** do **our** best to:

- ▶ provide **you** with helpful, professional service
- ▶ act on **your** requests promptly
- ▶ provide **you** with policies that suit **your** needs
- ▶ give **you** information that will help **you** to reduce the risk of loss
- ▶ make **you** aware of policy conditions and obligations.

## ▶ Our agreement with you

Together, **you** and **we** have an agreement. **You** agree to pay **us** a premium for your cover and, in exchange, **we** promise to cover **you** as stated in this policy wording.

## ▶ So what must you tell us?

**You** must tell **us** about anything that could affect **your** insurance with **us**. For example, **you** must tell **us**:

- ▶ *if the home will not be lived in for more than 60 consecutive days*
- ▶ *if the home will be occupied by a tenant*
- ▶ *if you, have been convicted of a criminal offence in the last 7-years*
- ▶ *if you move to a different address*
- ▶ *if you have been declined or refused insurance in the last 5-years*
- ▶ *if there has been any material change in circumstances since the policy started*
- ▶ *if you insure your home again with anyone else*

These *examples* are only a guide.

Remember, **we** provide **your** insurance based on the information **you** gave **us** when **you** applied for it. If anything changes, or if **you** expect something to change, **you** must let **us** know or **your** policy may be unenforceable.

Please ask **us** if **you're** not sure if **you** should tell **us** about something.

## ▶ We must tell you about...

**We** must keep **you** updated on **your** insurance. For example, **we** must tell **you**:

- ▶ *if we change the terms of your policy*
- ▶ *if we add new terms to your policy*
- ▶ *about any other changes to your policy*
- ▶ *before your policy renews, how much your new premium will be*

## ▶ Our other responsibilities to you

- ▶ *We'll answer your questions honestly and accurately*
- ▶ *We'll provide you with information and advice to help you understand your insurance and its terms and exclusions*
- ▶ *If you need it, we'll give you a copy of the information you gave us when you applied for your insurance*
- ▶ *When you first insure with us, and when you renew your policy, we'll tell you about the financial rating on our ability to pay for any claims our customers make*

If **you** have any questions please call **us** on **0800 80 24 24**.

## Keeping us informed

When **you** apply for insurance with **us**, **you** have an important 'duty of disclosure'. This means that **you** must:

- ▶ give **us** all the information that a prudent insurer needs to decide whether to accept or decline **your application** for insurance. If **we** accept **your application**, it includes information that a prudent insurer needs to decide the cost of **your** insurance and the terms and conditions that will apply (including the **excess**), and
- ▶ provide **us** with true, accurate and complete information, even if **you** think it isn't important.

If **you** don't tell **us**, **your** insurance policy may not be valid and **you** may not be covered if **you** want to make a claim.

**You** must also tell **us** about changes that occur during the policy **period of cover** – see 'Changes in circumstances' on page 8.

If **you're** not sure whether **you** should give **us** some information, tell **us** anyway. Simply call **us** on **0800 80 24 24** – **we'll** talk the matter over with you and let **you** know if it affects **your** policy.

**We** treat all information **you** give **us** in accordance with the Privacy Act 1993.

*A prudent insurer uses good judgement, carefully considers consequences and acts accordingly.*

# Making a claim

When **you** need to make a claim, **we'll** be here to help **you** 24-hours a day, 7-days a week – just call **us** on **0800 80 24 24**.

## ▶ What we'll do

When **you** contact us to make a claim under this policy, **we'll**:

- ▶ treat **you** fairly and process **your** claim within the terms of the policy, and
- ▶ explain how the claim process works, and
- ▶ advise **you** as best **we** can, on how to prevent further damage, and
- ▶ if possible, register **your** claim straight away after asking **you** questions and recording **your** responses, and
- ▶ if possible, accept **your** claim during the first phone call, and
- ▶ explain what **we** need to go ahead with **your** claim, and
- ▶ if required, arrange for a loss adjuster to inspect the damage and explain the procedure that will be followed, and
- ▶ keep **you** updated on **your** claim's progress, and
- ▶ give **you** all the information **you** need on how **we'll** settle **your** claim, and
- ▶ if **we** decline **your** claim, clearly explain why.

## ▶ What's the Insurance Claims Register?

It is an electronic register that holds a central record of claims lodged with participating insurance companies. These companies can access the claims history of a customer, for the specific purpose of checking for fraud. This helps to keep the cost of insurance affordable to **you**.

## ▶ Don't forget about your excess

When **you** make a claim, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your loss**. The **excess** applies to each **event** – unless specifically stated otherwise in another part of this policy.

If **we** insure both **your home** and its **contents** (at the same address) under separate policies and **you** claim under both for a **loss** caused by the same **event**, **you'll** only pay one policy **excess**. This will be the higher **excess** of the two policies.

If **we** settle a claim for the total loss of the **home**, **we** won't deduct any **excess** from that **loss**.

## ▶ Getting our permission first

**You** must ask for **our** permission before **you**:

- ▶ incur any expenses in connection with a claim under this policy, or
- ▶ negotiate, pay, settle, or admit any allegation that **you** are legally liable, or
- ▶ do anything that may prejudice **our** rights of recovery.

*'Rights of recovery' means that we can claim the money that we paid out on your claim back from the responsible person (if someone else that is not insured under this policy was responsible for the loss). You must not do anything that prevents us from doing that, or that disadvantages us when doing that.*

*It is best that you allow us to manage your claim on your behalf. We'll let you know how you can help us when we talk to you about your claim.*

## ▶ Honesty is the key

**You** and **we** have an agreement. As part of that agreement, **you** agree to be honest in all **your** dealings with **us**, just as **we'll** be honest with **you**. If **your** claim is dishonest or fraudulent in any way, **we** have the discretion to:

- ▶ decline **your** whole claim or part of it, and/or
- ▶ declare that this policy, or all the policies **you** have with **us**, are unenforceable from the date of the dishonest or fraudulent act.

## ▶ Things that will help us help you

- ▶ Keep **your** insurance documents in a safe and easily accessible place.
- ▶ Have **your** policy number handy when **you** contact **us**.
- ▶ Have any relevant information ready when **you** contact **us**. such as special features, brand names and details of the damage.
- ▶ Let **us** know if **your** contact details change.
- ▶ Ask **us** if there's something **you're** not sure about.

## ▶ What you must do

If anything happens that could result in a claim under this policy, **you** must:

- ▶ do what **you** can to take care of **your home** and prevent any further **loss** or liability, and
- ▶ tell **us** as soon as possible, and
- ▶ notify the police as soon as possible if **you** think the **loss** was caused by a criminal act, and
- ▶ allow **us** to examine the **home** before any permanent repairs are started, and
- ▶ not destroy or dispose of anything that is, or could be, part of a claim, and
- ▶ as soon as possible, send **us** anything **you** receive from anyone about a claim or possible claim against **you**, and
- ▶ give **us** any information or help **we** ask for, and
- ▶ consent to **your** personal information in connection with **your** claim being disclosed to **us** and transferred to Insurance Claims Register Limited.

### ► If you have a problem with your claim

We'll always do our very best to get things right and provide you with the service you expect from us. However, sometimes things do go wrong – so when they do, we want to resolve the problem as quickly as possible.

Here's how you can help, in three easy steps:

1. **Talk the problem over with the person you've been dealing with.**  
If they can't resolve the problem, or if you're unhappy with their response, contact their Claims Team Leader. It's best to put your complaint in writing, but if you prefer, you can phone the Claims Team Leader instead. They'll confirm that they've received your complaint, investigate the matter and update you on the outcome.
2. **If you're not satisfied with the results of step 1, you can write to the Head of State Insurance at State Insurance, Private Bag 92130, Auckland.**  
We'll acknowledge your complaint within three working days of receiving it and make sure it's fully investigated. Within 10-days of receiving your complaint, we'll write to you with the outcome of the investigation – or, if it's not complete, we'll give you an update on progress.
3. **If we can't resolve your complaint to our Chief Executive Officer within 2-months of receiving it, we'll let you know and advise you of your rights under the independent Insurance & Savings Ombudsman scheme, which considers complaints free of charge.**

The Insurance & Savings Ombudsman can only consider complaints that have been investigated by the insurance company involved and that have resulted in a deadlock.

You can contact the Insurance & Savings Ombudsman by phoning 0800 888 202 or (04) 499 7612, by fax at (04) 499 7614 or by writing to PO Box 10 845, Wellington.

You'll find additional information and contact details on the web at [www.iombudsman.org.nz](http://www.iombudsman.org.nz).

## What you get if we accept your claim

This section explains the options available to us when you have a loss that is covered by this policy, and we accept your claim. Please make sure you read this section carefully. If you have any questions, just phone us on 0800 80 24 24.

### ► Repair or pay cash?

1. If you have a loss that is covered by this policy, we will at our option:
  - a. pay you the value of the damaged part of the home based on the present value of the home, or
  - b. repair the home to a condition as similar as possible to the condition it was in immediately before the loss occurred, using current materials and methods.
2. We will also:
  - a. pay the following costs, as long as they were necessarily and reasonably incurred:
    - i. architects', engineers', surveyors', building consultants', legal and council fees,
    - ii. costs of demolition and of removing debris and contents,
  - b. pay any cost of compliance with Government or local authority bylaws or regulations, as long as:
    - i. we pay the cost of compliance only for that part of the home that has suffered loss covered by this policy,
    - ii. the home complied with all requirements that existed at the time it was originally built and at the time of any alteration.

We won't pay these costs if you've been given notice of non-compliance before the loss happened.

'Present value' means the market value of the home, excluding the value of the land.

### ► Maximum payment – policy

The most we will pay under this policy for any event is the sum insured. The sum insured is shown on your schedule.

### ► Goods and services tax

All amounts in this policy include GST.

*Make sure you  
read your policy  
thoroughly.  
That way there won't  
be any surprises  
when you  
need to claim.*

# What your policy covers

This section explains what **your** policy does and doesn't cover. Please read it carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

## ▶ Accidental loss

**You're** covered for sudden **accidental loss** to the home that happens during the **period of cover**, but only if it was caused by any of the following:

1. theft following violent and forceful entry,
2. fire, lightning or explosion,
3. storm or flood (but not if the water originates from inside the **home**),
4. earthquake, volcanic eruption, geothermal activity, landslip or tsunami,
5. aircraft or other aerial or spatial device or articles dropped from them,
6. riot or labour disturbance,
7. vandalism or a malicious act,
8. water or oil that leaks, overflows, or is discharged from any domestic water or heating system installed within any **home** building,
9. impact by any **vehicle**.

### What you'll get

See 'What you get if we accept your claim' on page 4 for details on what **we'll** pay.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 6 and 'Policy conditions' on page 8.

## ▶ Intentional damage

**You're** covered for **loss** caused intentionally by:

1. a tenant, or
2. anyone who lives at the **home**,

as long as the **loss** was caused by fire or explosion.

### What you'll get

See 'What you get if we accept your claim' on page 4 for details on what **we'll** pay.

### What isn't covered?

**You're** not covered for any **loss** caused intentionally by:

1. **you**, or
2. **your** husband or wife, or person with whom **you** are living in the nature of a marriage.

*If you'd like cover for damage caused by a tenant, we have a policy specifically designed for landlords. For more information, phone us on **0800 80 24 24**.*

See also 'Exclusions that apply to the whole policy' on page 6 and 'Policy conditions' on page 8.

## ▶ Personal liability

### What does 'personal liability' mean?

'Personal liability' is the legal liability that a person has for loss or damage suffered by someone else.

For example:

*If you are pruning a tree in your garden, you'll be held legally liable (or personally liable) for the damage caused when the branch falls on your neighbours greenhouse.*

### Legal liability cover

**You're** covered for **your** legal liability for:

1. **accidental loss** to any property in New Zealand,
2. **accidental bodily injury** to anyone in New Zealand,
3. **accidental loss** to property where **you're** liable for the costs under Section 43 of the Forest and Rural Fires Act 1977,
4. levies a fire authority imposes on **you** under Section 46 or 46A of the Forest and Rural Fires Act 1977 for a fire, or threat of fire,

occurring during the **period of cover**, caused by or through or in connection with **your** ownership of the **home** and/or its grounds.

### Defence costs cover

**You're** also covered for defence costs **you** incur with **our** approval, for **your** liability under 1, 2 and 3 above. **We** won't unreasonably withhold **our** approval.

### What you'll get

#### Legal liability payment

The most **we'll** pay is \$1,000,000 for any **event**.

#### Defence costs payment

Defence costs covered by this policy are unlimited and payable in addition to the above legal liability payment limit.

#### Settlement of any claim

If **we** pay the full amount under this part of **your** policy (or any lesser amount that **we** can settle **your** liability for), plus **your** defence costs, this will meet all **our** obligations under this part of **your** policy.

### What isn't covered?

**You're** not covered for liability:

1. in connection with a business, trade, profession or sponsorship, or
2. created by a contract or agreement, unless **you** would have been liable even without it, or
3. in connection with the ownership or use of any **vehicle**, motor cycle, motor scooter, trailer, caravan, aircraft or other aerial device, or
4. connected with any seepage, pollution or contamination (including the costs of removing, nullifying or cleaning up), unless it happens during the **period of cover** and is caused by a sudden **accidental event** that happens during the **period of cover**.

**You're** also not covered for exemplary damages or fines.

*'Damages' in this context refers to money claimed from you as compensation for harm done, or loss or injury. Exemplary damages is money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.*

See also 'Exclusions that apply to the whole policy' on page 6 and 'Policy conditions' on page 8.

## Exclusions that apply to the whole policy

This section explains things **your** policy doesn't cover that are additional to those already mentioned in the previous sections. Please read it carefully – and if **you** have any questions, call **us** on **0800 80 24 24**.

### ▶ The first 48-hours of your policy

When **you** first take out this policy, **you're** not covered for any **loss** caused by a storm, flood or landslip that happens during the first 48-hours.

This restriction doesn't apply if the policy starts immediately after another policy that insured the same property against the risks of storm, flood and landslip, or if this policy was taken out at the time **you** bought the **home**.

*For example:*

*If you're changing your insurance company to State and your cover continues without interruption, you'll be covered for storm, flood and landslip. However, if your policy with the other company didn't cover storm, flood or landslip, you won't be covered in the first 48-hours of this policy.*

*If your home wasn't insured at all before you took out this policy, you won't be covered for storm, flood and landslip in the first 48-hours, unless you took the policy out when you bought the home.*

### ▶ Earthquake Commission cover

**You're** not covered for a **loss** that's already covered by the Earthquake Commission Act or that would have been covered if:

1. an excess hadn't been deducted (*for example, if the excess is greater than the value of the loss*), or
2. the Earthquake Commission hadn't exercised its power to decline the claim for that **loss**.

If the Earthquake Commission agrees to cover **your loss**, but the value of **your loss** is higher than the Commission's payment, **we'll** pay the difference between what the Earthquake Commission pays, or would have covered, and **your** maximum entitlement under this policy.

### ▶ Excess

For each **event**, **we'll** deduct the **excess** from the amount **we** would otherwise pay for **your loss** – unless specifically stated otherwise under another part of this policy.

If **we** insure both **your home** and its **contents** (at the same address) and **you** claim under both for a **loss** caused by the same **event**, **you'll** only pay one policy **excess**. This will be the higher **excess** of the two policies.

### ▶ Faults and defects

**You're** not covered for the cost of fixing faulty design or faulty construction.

### ▶ Floor coverings

**You're** not covered for floor coverings that are not in the room(s) where the **loss** happened.

*For example:*

*If the carpet in your bedroom is damaged by a storm and needs replacement, you can only claim for that carpet, even if you can't find a carpet that matches the carpet in the rest of the house.*

*Carpets are usually covered under a contents policy, but if they are completely glued to the floor, they are covered under a house policy.*

### ▶ Gradual damage

**You're** not covered for:

1. wear and tear, depreciation, corrosion, or rust, or
2. rot, mildew or gradual deterioration.

### ▶ Loss of electronic data – computer virus

**You're** not covered for **loss** of **electronic data** and any liability arising from it, directly or indirectly caused by or in connection with a **computer virus**. This includes **loss** of use, reduced functionality or any other associated **loss** or expense in connection with the **electronic data**.

### ▶ Nuclear and war risks

**You're** not covered for **loss** or liability and any defence costs connected in any way with:

1. operations using the nuclear fission or fusion process, or handling of radioactive material. This includes, but is not limited to:
  - a. the use of nuclear reactors such as atomic piles, particle accelerators or generators and similar devices, or
  - b. the use, handling or transportation of radioactive material, or
  - c. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion, or
2. war, invasion, an act of a foreign enemy, hostilities or war-like operations (whether war is declared or not), civil war, mutiny, rebellion or revolution, or
3. civil commotion assuming the proportions of or amounting to an uprising, insurrection or military or usurped power.

*Fit smoke detectors  
and keep fire  
extinguishers in the  
kitchen and garage.  
Make sure you have  
them tested regularly.*

### ▶ Structural additions or alterations

You're not covered for **loss** caused by:

1. structural additions or structural alterations to the **home**, or
2. water entering the **home** because any roofing material, exterior cladding, window or door has been removed by:
  - a. **you**, or
  - b. any other person (other than a tenant) legally on the property.

*For example:*

*If you make alterations to your house, you must let us know beforehand. If you don't, your house won't be covered if damaged as a result of the alterations.*

*You're also not covered if you remove the roof to do maintenance work and there's a downpour of rain.*

*Please ring us on **0800 80 24 24** for more information on arranging cover for structural additions or alterations.*

### ▶ Subsidence

You're not covered for **loss** or liability connected in any way with:

1. subsidence or erosion, or
2. settling, warping or cracking caused by earth or other movements.

### ▶ Terrorism

You're not covered for any **loss**, damage, death, injury, illness, liability, cost or expense directly or indirectly caused by, resulting from or in connection with:

1. an **act of terrorism**, regardless of any other cause or **event** contributing to the **loss**, damage, injury, illness, liability, cost or expense, or
2. any action taken to control, prevent, suppress or do anything else in relation to an **act of terrorism**.

### ▶ Vacant homes

This policy is automatically suspended if no one has been living in the **home** for more than 60 consecutive days.

If **you** tell **us** that no one will be living in the **home**, **we** may agree to continue **your** cover. However, **we** can change the terms of the policy at this time and **we'll** tell you if **we** do this.

The policy will automatically start again as soon as the **home** is lived in again.

*For example:*

*If you're going on an overseas trip and leave your home unoccupied for more than 60-days, you won't be covered from the 61st day.*

*However, if you contact us before you leave, we may be able to continue your cover. Alternatively, we could decide not to cover you or to cover you but with additional terms.*

*If you don't contact us, your cover will be automatically suspended until you return from your trip and live in your house again.*

# Policy conditions

Your Home Essentials policy has some important conditions. This section explains what they are and what happens if **you** don't follow them. Please read it carefully and if **you** have any questions phone **us** on **0800 80 24 24**.

## If you don't comply with the policy...

**You** and anyone else covered under this policy, must comply with this policy. If any of the terms of this policy are breached, **we** have the sole discretion to decline any claim **you** make – either the whole claim or part of it.

## ▶ Your obligations

### True statements and answers

The **application** is the basis of this policy. All statements and answers that **you** give, or any other person gives on **your** behalf, must be honest and accurate when **you**:

1. apply for this insurance, and/or
2. let **us** know about any change in **your** circumstances, and/or
3. make a claim under this policy,

otherwise **we** can declare that this policy or all the policies **you** have with **us** are unenforceable from the date of the dishonest or fraudulent act.

### Changes in circumstances

**You** must let **us** know straight away if, after the start of this policy, there is a material increase or change in the **home** risk **we** cover.

At any time we may change the terms of this policy in response to what you tell us.

*Information is 'material' where we would have made different decisions about either accepting your insurance or setting the terms of the insurance, if we had known that information. Tell us if this information changes while we insure your home – as soon as you know that the change will happen.*

*For example, if you want to use your garage as a joinery workshop you must tell us before the change happens.*

*If you're not sure if information is 'material', tell us anyway.*

*The 'risk we cover' refers to the actual property or liabilities we insure (known as physical risks), and you or other people covered by this policy (known as moral risks).*

### Reasonable care

**You** must always take reasonable care to avoid circumstances that could result in a claim. **You** won't be covered if **you** are reckless or grossly irresponsible.

### We can take action in your name

**We** can take action in **your** name to:

1. negotiate, defend or settle any claim against **you** covered by this policy
2. make a recovery from anyone else for anything covered by this policy, and **you** must cooperate with **us**.

**We'll** pay any costs associated with these actions.

## ▶ Administering this policy

### Cancellation

**By you...**

**You** can cancel this policy at any time. If **you** do, **we'll** refund any premium due to **you** based on the **period of cover** **you** haven't used.

**You** must pay **us** any outstanding payments due to **us**.

**By us...**

**We** can cancel this policy by writing to or emailing **you** at the last known address **we** have for **you**. The policy will be cancelled on the 14th day after the date of the notice. **We'll** refund any premium due to **you** based on the **period of cover** **you** haven't used.

### Changing the terms

**We** can change this policy's terms (including the **excess**) by writing to or emailing **you** at the last known address **we** have for **you**. The change will take effect on this policy's renewal date.

### Joint insurance

If this policy covers more than one person, all persons are jointly covered.

*This means that if one person breaches the policy it affects everyone's ability to claim.*

### Other insurance

**You** must tell **us** if the **contents** are (or become) covered by another insurance policy. If **you** can claim under that insurance, **we'll** only pay the amount of any **loss** that's above the limit payable by the other insurance.

### Other parties with a financial interest

If **we** know of anyone who has a financial interest in the **home**, **we** can pay them part or all of any claim proceeds. This payment goes towards meeting **our** obligations under the policy. However, anyone recorded as having a financial interest under this policy isn't covered by it and has no right to make a claim.

**We're** also authorised by **you** to disclose personal information about **you** to anyone who holds a financial interest in the **home**.

*For example, if there is a mortgage registered on the home, the bank or finance company has a financial interest in the home until you have repaid the mortgage in full.*

# Definitions

Here are the special meanings of the words shown in **bold** in this policy. The definitions apply to the plural and any other versions of the words.

*For example, the definition of 'accidental' also applies to 'accidentally', 'accident' and 'accidents'.*

## accidental

unexpected and unintended by **you**.

## act of terrorism

an act by any person or group(s) that includes (but isn't limited to) the use of force or violence and/or the threat of force or violence, whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s). By its nature or context, this act is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to make the public, or any section of the public, afraid.

## annual period

the **period of cover**. However, if **your** premium is paid by instalments other than annual payments, the annual period is any one 12-month period calculated from the date this policy first started, and consecutively after that.

## application

the information **you** provided to **us** when **you** applied for and bought this insurance.

## bodily injury

the **accidental** death of, or bodily injury to, any person, including sickness, disease, disability, shock, fright, mental anguish and mental injury.

## computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or codes, whether programmatic or not, that propagate themselves through a computer system or network. This includes (but isn't limited to) Trojan horses, worms and time or logic bombs.

## electronic data

facts, concepts and information converted to a form usable for interpreting or processing communications by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for processing and manipulating data or directing and manipulating such equipment.

## event

any one event or series of events arising from one source or original cause.

## excess

this is the amount of **your loss** that **you** must pay. The amount of the excess is shown in the **schedule**.

## home

the private dwelling or flat(s) including any of the following:

- ▶ garage, carport, domestic glasshouse or domestic outbuilding,
- ▶ wall (including garden and retaining walls), deck, gate or fence,
- ▶ driveway or bridge which is of permanent construction and provides sole and immediate access to the private dwelling or flat(s),
- ▶ patio, path, paving, tennis court or other permanent domestic structure,
- ▶ carpet or floor covering permanently glued to the floor,
- ▶ kitchen stove and hob, range hood and any other permanently wired or plumbed home appliance,
- ▶ water tank, septic tank, heating oil tank, or swimming pool permanently installed,
- ▶ spa pool if permanently plumbed,

that **you** own at the risk address shown in the **schedule**.

It also includes: underground service or overhead electricity line, telephone or data cable at the risk address shown in the **schedule**.

It does not include any of the following:

- ▶ any part of the **home** that is used for business or commercial purposes, unless it is, used as a home office or as a rental property,
- ▶ structure or property not at the risk address shown in the **schedule**,
- ▶ temporary structures,
- ▶ fixtures or fittings that are not permanently attached,
- ▶ portable aerials or portable satellite dishes,
- ▶ portable swimming pool or portable spa pool,
- ▶ tree, shrub or hedge,
- ▶ bridge, unless it is of permanent construction and provides sole and immediate access to the private dwelling or flat(s),
- ▶ wharf, pier, landing or jetty,
- ▶ land or earth or fill.

## loss

physical loss or physical damage.

## period of cover

the 'Period of cover' shown in the **schedule**.

## present value

the market value of the **home**, excluding the value of the land.

## schedule

the latest version of your 'Policy Schedule' that **we** issued to **you** for this policy.

## tenants

the person or persons leasing the **house** from **you** under a **tenancy agreement**.

## sum insured

the 'Sum Insured' shown in the **schedule**.

## vehicle

any type of machine on wheels, or caterpillar tracks, that is made or intended to be propelled by its own power, as well as anything towed by the machine.

## we

State, a business division of IAG New Zealand Limited.

## you

the person(s) shown as 'The Insured' in the **schedule**.

# Frequently asked questions

You'll probably have a few questions to ask us once you have read your policy. We've added a few frequently asked questions that may help you.

Note this section is designed to assist you with possible questions and does not form part of the policy document.

If you can't find your question here, or you want more information, just ring us on **0800 80 24 24**, we'll be happy to help.

## What are loss adjusters, and what do they do?

They help us get the information we need about your claim.

*For example:*

*We may ask a loss adjuster to visit you when you report certain types of claims. The adjuster will provide us with a report on the extent of the loss, if repairs are possible and estimate the overall cost of the claim.*

## Why does State want to know things that I think are private?

We need certain information to decide whether we'll accept your application for insurance. We also use the information to set your premium and excess.

We treat all the information you give us in accordance with the Privacy Act 1993. You can read more about this in 'Keeping us informed' on page 2.

## What happens if I don't give you all the information you ask for?

If we accept your application and the information you've given us is inaccurate or incomplete, your policy may not be valid. You can read more about this in 'Keeping us informed' on page 2.

## Will my premium increase if I make a claim?

Your premium won't always increase when you make a claim. However, every claim is different, so we will give you more information on this when you ring us.

## Am I entitled to any premium discounts?

As a Home Essentials policy holder, you may qualify for a range of discounts:

### No claim discount

When you first insure with us, you may be entitled to receive a no claim discount of up to 40% depending on your loss history over the last 5 years.

Each time your policy renews, your no claim discount may be reduced if you had more than one claim during the period of cover. However, if you have no claims during that period of cover, the discount may increase up to a maximum of 40%.

### Linked policy discount

If you have your house and contents (at the same address) insured with us, you may qualify for this discount.

## Multi Policy Discount

If you have your own contents insured with us, as well as one or more policies to cover your home, car, motorcycle or rental property, you may qualify for a Multi Policy Discount.

## Years of insurance discount

This discount is based on how long you have held your policy with us.

*Discounts are not deducted from the GST, Fire Service Levy or Earthquake Commission Levy components of your premium.*

*If you are currently receiving any premium discounts, they will be shown on your policy schedule. It is your responsibility to ensure that you are receiving all appropriate discounts. If you believe you qualify for a discount that is different to that shown on your policy schedule, or you believe you qualify for a discount not shown on your schedule, and you wish to apply for such a discount please contact us on **0800 80 24 24**.*

*The provision of discounts is at our discretion. If we agree that you qualify for a discount, we reserve the right to determine the date from which the discount will be applied.*

## Now I have insurance, I'm covered for every event – right?

While you're covered for many major unexpected events, we don't cover everything. You can find out what your policy doesn't cover in 'Exclusions that apply to the whole policy' on page 6 and 'What your policy covers' on page 5. You must also comply with the 'Policy conditions' on page 8.

## Do I have to pay an excess for every claim?

You'll pay an excess for most claims.

We'll do our best to recover your excess from any other person responsible for your loss, but sometimes we are unsuccessful, or the circumstances don't allow us to recover any money.

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