

# HOME

## Comprehensive Insurance



**STATE**

click.**done.**

backed by 

# 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've got 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.

## IMPORTANT

### **This document is your Home Comprehensive policy wording.**

Please make sure you read it carefully, as it contains important information you should know, including what your insurance covers – and what it doesn't.

## 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 [state.co.nz](http://state.co.nz).

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# Your policy

## ► 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.

## ► 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 12.

### Examples and headings

To make it easy for **you** to understand **your** policy, **we've** included some examples and comments in italics. Please 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 Comprehensive 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're** 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've** 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.

## ► 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 the home will be altered or added to*
- *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 **we** may treat **your** policy as being of no effect and to have never existed.

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**, **we** may treat this policy as being of no effect and to have never existed.

**You** must also tell **us** about changes that occur during the policy **period of cover** – see 'Changes in circumstances' on page 11.

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 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 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 to 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.

## ▶ What's the Insurance Claims Register?

It's 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 **incident** – 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 **incident**, **you'll** only pay one policy **excess**. This will be the higher **excess** of the two policies.

## ▶ 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**, to be of no effect and to no longer exist 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.

## ► 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 Executive General Manager, State Insurance, Private Bag 92130, Auckland, 1142.  
We'll acknowledge your complaint within 3 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 Executive General Manager, 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, 6143.

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

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

## What you get if we accept your claim

This section explains the most we'll pay, when we'll repair or rebuild the home and when we'll pay you cash for your loss, if 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.

### ► The most we'll pay

#### Home Sum Insured

1. The most we'll pay for loss to the home exclusive of special features for any event that occurs during the period of cover is the home sum insured. This includes:
  - a. Compliance Costs,
  - b. Professional and Other Fees,
  - c. Demolition and Removal Costs,
  - d. All benefits under 'What your policy covers' unless stated otherwise.
2. However, within the home sum insured, the most we'll pay in total for any event that occurs during the period of cover for loss to:
  - a. all retaining walls is \$20,000, and
  - b. all recreational features is \$40,000,unless an increased limit is shown on the schedule, in which case that increased limit is the most we'll pay for the respective property.

#### Special Feature Sum Insured

3. The most we'll pay for loss to any special feature for any event that occurs during the period of cover is its special feature sum insured. This includes:
  - a. Compliance Costs,
  - b. Professional and Other Fees,
  - c. Demolition and Removal Costs.

#### Total Sum Insured

4. The most we'll pay for loss under 'What your policy covers' in total for any event that occurs during the period of cover is the total sum insured. This includes the:
  - a. home sum insured,
  - b. any special feature sums insured,
  - c. all benefits under 'What your policy covers' unless stated otherwise.

### ► Repair, rebuild or pay cash

#### If your home is economic to repair

If, in our opinion, it is economic to repair the loss to your home, we may choose to:

1. pay the reasonable cost to repair the part of your home that suffered the loss, or
2. pay you the estimated reasonable cost to repair the part of the home that suffered the loss.

### If your home is uneconomic to repair

1. If, in **our** opinion, it is uneconomic to repair the **loss** to **your home**, **you** may choose one of the following:
  - a. Rebuild on the same site: **We'll** pay the reasonable cost incurred to rebuild the part of **your home** that suffered the **loss** to an equivalent size and specification on its original site; or
  - b. Rebuild on another site: **We'll** pay the reasonable cost incurred to rebuild the part of **your home** that suffered the **loss** to an equivalent size and specification on another site that **you** provide anywhere in New Zealand. The cost mustn't be greater than the reasonable cost of rebuilding the part of **your home** that suffered the **loss** on its original site less Demolition and Removal Costs incurred; or
  - c. Buy another home: **We'll** pay the reasonable cost incurred to buy another home anywhere in New Zealand, including reasonable and necessary legal and associated fees. However, **we** won't pay more than the estimated reasonable cost that would've been payable if the part of the **home** that suffered the **loss** had been rebuilt within a reasonable timeframe on the original site less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees aren't included in the estimated rebuilding costs as these are only incurred when rebuilding occurs; or
  - d. Accept a cash payment with **our** consent: At **our** sole discretion, **we'll** pay **you** the estimated reasonable cost to rebuild the part of **your home** that suffered the **loss** less Demolition and Removal Costs incurred. Compliance Costs, Professional and Other Fees aren't included in the estimated rebuilding cost as these are only incurred when rebuilding occurs.
2. If, in **our** opinion, it is uneconomic to repair the **loss** to **your home**, and **you** sell **your home** before the rebuilding begins the most **we'll** pay is the lesser of:
  - a. the **total sum insured**, and
  - b. the difference between the market value of **your home** immediately before and immediately after the **loss**, plus Demolition and Removal Costs **we** determine are necessary,less any costs covered by this policy which have been met by **us** up to the date on which the sale settles.

### ► Settlement of your loss

The following are subject to the provisions outlined above in 'What you get if we accept your claim – The most we'll pay'.

#### Standard of Repair or Rebuild

1. **We'll** pay the reasonable cost to repair or rebuild the part of the **home** that suffered the **loss** to a condition as similar as possible to when it was new, using current industry accepted building materials and construction methods, but excluding additional materials, work and expense required solely to comply with Government or local authority bylaws and regulations.

### Compliance Costs

1. If **we're** paying to repair or rebuild **your home**, **we'll** also include the reasonable costs of additional materials, work and expense required solely to comply with Government or local authority bylaws and regulations. **We'll** only pay these costs of compliance:
  - a. if the **home** complied with all requirements that existed at the time it was originally built and at the time of any alteration, and
  - b. for the part of the **home** that has suffered **loss** covered by this policy.
2. **We** won't pay any costs of compliance if notice of non-compliance had already been served before the **loss** occurred.
3. These costs aren't payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. c. or d. of 'If your home is uneconomic to repair', above.

### Professional and Other Fees

1. If **we're** paying to repair or rebuild the part of **your home** that suffered **loss**, **we'll** also include the reasonable costs of:
  - a. design, engineer's, surveyor's and building consultant's fees, and
  - b. consents and associated legal fees.
2. These costs must be necessary to repair or rebuild the part of the **home** that has suffered **loss**, and approved by **us** before they are incurred.
3. These costs aren't payable when **you** buy another home or accept a cash payment as settlement of **your** claim, as described in 1. c. or d. of 'If your home is uneconomic to repair', above.

### Demolition and Removal Costs

1. If **we** accept a claim for **loss** to **your home**, **we'll** also pay the reasonable costs of:
  - a. the demolition of the part of **your home** that suffered the **loss**, and the removal of debris associated with that and necessary to effect the repair or rebuild of that **loss**, and
  - b. removing **your** household contents when this is required to enable **your home** to be repaired or rebuilt, but not the cost of storing them or returning them to the **home**.
2. These costs must be necessary and approved by **us** before they are incurred.
3. If **we** pay to demolish any part of the **home**, that gives **us** the choice to take the debris and dispose of it as **we** see fit and retain any salvage obtained.

### Costs not Covered

1. **We** won't pay for any costs that are incurred for:
  - a. any part of the **home** that has not suffered **loss** unless this is necessary to repair or rebuild the **loss** covered, or
  - b. stabilising, supporting or restoring land, earth, or fill, or
  - c. anyone **you** engage to prepare, advise on, or negotiate a claim made under **your** policy.

*We won't pay these costs. You'll have to meet these.*

### ► Currency and goods and services tax

All amounts shown in this policy and in the **schedule** are in New Zealand dollars and include GST.

# What your policy covers

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

These benefits are subject to the terms of the policy, except where they are varied in the benefit. The amounts shown in these benefits are included in the **total sum insured** unless expressly stated otherwise.

## ▶ Accidental loss

**You're** covered for any sudden and **accidental loss** to the **home** that occurs during the **period of cover**.

### 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 9 and 'Policy conditions' on page 11.

## ▶ Alternative accommodation

**You're** covered for the reasonable additional costs of temporary alternative accommodation (of a similar standard to the **home**) for **you** and **your** domestic pets, if **you** can't live in the **home** because of a **loss** to the **home** during the **period of cover** where that **loss**:

1. is covered by this policy, or
2. would have been covered by this policy, but it is covered by the **EQC Act** instead.

### What you'll get

The most **we'll** pay is \$20,000 per residential dwelling shown on the **schedule** as covered by this policy for any **event**.

**We'll** pay these costs in addition to the **total sum insured**. If **you** have alternative accommodation and/or loss of rent cover with **us** under any other policy, then the most **we'll** pay under all policies in total per residential dwelling for any **event** is the highest applicable limit.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

## ▶ Breakage cover

If **you** occupy the **home** when the **loss** occurs, and **your** claim is solely for **accidental** breakage of:

1. glass in any:
  - a. windows, or
  - b. doors, or
  - c. screensof the **home**, or
2. sinks, baths, wash basins, toilet bowls, shower cabinets, bidets, fixed glass lampshades, permanently fixed mirrors or glass built-in furniture in the **home**,

then the **excess** that will apply is \$250 for each **incident**.

## 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 9 and 'Policy conditions' on page 11.

## ▶ Hidden gradual damage

**You're** covered for:

1. **hidden gradual damage** to the **home** that occurs and is discovered while **you** occupy the **home**, during the **period of cover**, and
2. any part of the **home** that isn't directly affected but must be removed, damaged or destroyed to locate the cause of the **hidden gradual damage**, as long as **we've** given **our** permission first (**we** won't unreasonably withhold **our** permission).

## What you'll get

The most **we'll** pay during an **annual period** is \$2,500.

## What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

## ▶ Intentional acts

**You're** covered for any sudden and **accidental loss** to the **home** that occurs during the **period of cover**, caused intentionally by:

1. a **tenant**, or
2. any guest of a **tenant**, or
3. 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 a person with whom **you're** living in the nature of a marriage, or
3. **your family**.

*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 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

## ► Keys and locks

You're covered if any key (including electronic keys or swipe card or any equivalent device) or combination that gives access to the **home**, or to any safe or strongroom in the **home**, is:

1. lost or stolen, or
2. believed on reasonable grounds to have been duplicated without your permission,

during the **period of cover**.

### What you'll get

We'll pay you the actual cost, up to \$500, to:

1. replace that key and duplicates of that key and to alter or replace the lock it was for, or
2. open any safe or strongroom in the **home**.

An **excess** of \$250 will apply for each **incident**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

## ► Landscaping

You're covered for the reasonable costs to restore or reconstruct the garden or lawn within the residential boundaries of the **home**, if that garden or lawn was damaged or destroyed while the **home** was being repaired or rebuilt as a result of **loss** covered under this policy.

### What you'll get

We'll pay you the actual costs, up to \$2,500.

We'll pay these costs in addition to the **total sum insured**.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

## ► Loss of rent

You're covered for the reasonable rent you've lost, if the **home** can't be lived in, due to a **loss** to the **home** that occurs during the **period of cover** where the **loss**:

1. is covered by this policy, or
2. would've been covered by this policy, but it is covered by the **EQC Act** instead,

while the **home** is a residential rental property and this is shown on the **schedule**.

### What you'll get

The most we'll pay is \$20,000 per residential dwelling which is used as a residential rental property, and shown on the **schedule** as covered by this policy for any **event**.

We'll pay these costs in addition to the **total sum insured**.

If you've got loss of rent and/or alternative accommodation cover with us under any other policy, the most we'll pay under all policies in total per residential dwelling for any **event** is the highest applicable limit.

### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

## ► Natural disaster cover

You're covered for any sudden and **accidental loss** to the **home** that occurs during the **period of cover** caused by a **natural disaster**, subject to the following:

### Where EQC Cover applies

1. If that **loss** is covered under the **EQC Act**, or would've been but for:
  - a. the application of an excess under the **EQC Act**,
  - b. a failure by you to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**,
  - c. a decision by the Earthquake Commission to decline a claim or limit its liability for that **loss** in whole or in part and for any reason whatsoever,
  - d. any act or omission on your part, the part of your agent, or the part of the Earthquake Commission,and the cost to repair or rebuild the part of your **home** that suffered the **loss** exceeds your maximum entitlement available (or that would've been available but for the reasons in 1. a. to d. above), for that **loss** under the **EQC Act** (plus the excess under that Act), we'll pay the difference between that maximum entitlement (plus that excess) and the cost to repair or rebuild the part of your **home** that suffered the **loss**.
2. The most we'll pay under this benefit is the difference between that maximum entitlement (plus the excess under the **EQC Act**) and the **total sum insured**.

### Where no EQC Cover applies

3. Where your claim for **loss** to the **home** under this benefit is for, or includes, any part of the **home** that is not covered under the **EQC Act**, then the **excess** will be the higher of:
  - a. \$5,000, and
  - b. the **excess** otherwise applicable to the claim under this policy.

Some examples of parts of the home not covered under the EQC Act are:

- gate or fence,
- driveway,
- patio, path, paving, tennis court or other artificial surface,
- swimming pool or spa pool which is not an integral part of the building.

## ► 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 and the branch falls on your neighbour's greenhouse, you may be held legally liable (or personally liable) for the damage caused to the greenhouse.



### Legal liability cover

You're covered for your legal liability for:

1. **accidental loss** to anyone else's property in New Zealand,
2. **accidental** death of, or **accidental** bodily injury, (including sickness, disease, disability, shock, fright, mental anguish or mental injury), to anyone else in New Zealand,
3. costs and losses recoverable from you under Section 43 of the Forest and Rural Fires Act 1977 for a fire, or threat of fire,
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 prior approval, for your liability under 1, 2 and 3 above. We won't unreasonably withhold our prior approval.

### What you'll get

#### Legal liability payment

The most we'll pay is \$1,000,000 for any event. This is in addition to the **total sum insured**.

#### Defence costs payment

Defence costs covered by this policy are unlimited and payable in addition to the **total sum insured** and 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 (other than renting the **home** as a residence), 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:
  - a. **motor vehicle** (other than any domestic garden appliance), trailer, caravan, aircraft or other aerial device, or
  - b. watercraft, 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 and **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 are money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.*

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

### ► Post-event inflation protection

At our sole discretion, we may increase the cover available under this policy if:

1. a **natural disaster**, flood or storm has occurred in the vicinity of the **home** causing widespread **loss** and, as a direct result of this widespread **loss**, building costs have increased due to a statistically significant increase in demand in our opinion, and
2. **your home** has suffered sudden and **accidental loss** that is covered by this policy and your claim in respect of that **loss** is settled on the basis of an actual repair or rebuild of the **home**, and
3. the actual cost to repair or rebuild the **home** is higher than the **home sum insured**, plus any **special feature sums insured** shown in the **schedule** due solely to the increase in building costs described in paragraph 1. above.

The most we'll pay, in total, for all increases in cover is the amount calculated by applying the percentage of the statistically significant increase in demand to:

1. the **home sum insured** shown on the **schedule**, and
2. the **special feature sums insured**, where a **special feature** is shown in the **schedule**,

up to a maximum of 10% more than those sums insured.

*For example:*

*An earthquake causes damage to a large number of homes in your town and subsequently damaged your home. As a result of all of the homes needing to be repaired, the cost of building materials and labour increases sharply. If your total sum insured of \$300,000 is no longer adequate because of the increased costs we may pay up to \$330,000 to rebuild or repair your home.*

### ► Sale and purchase

Where a **loss** occurs after you've entered into a contract to sell the **home**, the purchaser is covered by this policy for that **loss** up until the final settlement, or until they take possession of the **home**, whichever happens first, as long as:

1. they meet all the same conditions of this policy that you must meet, and
2. they have not otherwise insured the **home** at the time of the **loss**.

### ► Stress payment

If, in our opinion, it is uneconomic to repair the **loss** to the **home**, we'll also pay you an additional amount for the stress you have suffered.

You can spend this money however you wish.

#### What you'll get

We'll pay you \$1,000 for the stress caused by the **loss**. If you have this 'Stress Payment' cover under any other policy with us, then the most we'll pay for any event under all policies is \$1,000.

We'll pay this in addition to the **total sum insured**.

#### What isn't covered?

See 'Exclusions that apply to the whole policy' on page 9 and 'Policy conditions' on page 11.

# 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've** got 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.*

## ▶ Confiscation

**You're** not covered for any loss, expense or liability connected in any way with the confiscation, nationalisation, requisition, acquisition or destruction of, or damage to property by order of government, public or local authority or under any statute or regulation.

## ▶ Consequential loss

**You're** not covered for any kind of consequential loss other than as specifically provided for under 'Alternative accommodation' and 'Loss of rent' cover on pages 6 and 7.

*For example, you're not covered for financial loss that occurs as a result of physical loss or physical damage that is covered by the policy.*

## ▶ Earth movements

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

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

This exclusion 2. doesn't apply to any **loss** covered by the 'Natural disaster cover', on page 7.

## ▶ Electronic data and programs

**You're** not covered for any liability or loss of or damage to **electronic data** from any cause whatsoever including, but not limited to, a **computer virus**.

This includes loss of use, reduction in functionality or any other associated loss or expense connected in any way with **electronic data**.

However, this exclusion doesn't apply to physical damage to other insured property that results from that loss of or damage to **electronic data**, and which is not otherwise excluded.

## ▶ Excess

For each **incident**, **we'll** deduct the relevant **excess** from the amount **we'd** 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 **incident**, **you'll** only pay one policy **excess**. This'll be the higher **excess** of the two policies. The **excess** is deducted after any policy limits have been applied.

*For example, if a limit of \$1,000 applies and an excess of \$400 is payable by you, the amount we'll pay is the cost of the loss up to a maximum of \$600.*

## ▶ Faults and defects

**You're** not covered for any loss, cost or expense arising from any fault, defect, error or omission in:

1. design, plan, or specification, and/or
2. workmanship, construction or materials.

However, **you** are covered for any resultant sudden and **accidental loss** to other parts of the **home**.

## ▶ 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 home.*

## ▶ Gradual damage

**You're** not covered for:

1. wear and tear, depreciation, corrosion, or rust, or
2. rot, mildew or gradual deterioration, except for **loss** covered under 'Hidden gradual damage' on page 6.

## ▶ Hydrostatic pressure

**You're** not covered for **loss** connected in any way with hydrostatic pressure to swimming pools and/or spa pools.

However, **you're** covered for any resultant sudden and **accidental loss** to other parts of the **home**.

## ▶ Insects, rodents and vermin

**You're** not covered for **loss** to the **home** connected in any way with insects, rodents or vermin (other than possums). However, **you're** covered for any resultant **accidental loss** to other parts of the **home**.

*For example:*

*If a rat chews through a water pipe, you are not covered for the water pipe, but you are covered for damage the water causes. Keep in mind that other exclusions may still apply, such as the gradual damage exclusion.*

## ▶ Intentional acts

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

1. a **tenant**, or
2. any guest of a **tenant**, or
3. any person who lives at the **home**,

except for **loss** covered under 'Intentional acts' on page 6.

*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.*

## ▶ Loss caused by electricity

You're not covered for **loss** to fuses, protective devices or lighting or heating elements that is caused by electricity.

## ▶ Mechanical and electrical equipment

You're not covered for the breakdown, failure or wearing out of any part of any mechanical or electrical equipment or any part thereof, unless burning out occurs as a result of an **accidental** and external force.

## ▶ Natural disaster

You're not covered for **loss** to the **home** caused by a **natural disaster** except for **loss** covered under 'Natural disaster cover' on page 7.

## ▶ Nuclear

You're not covered for any loss, liability, prosecution or expense of any type connected in any way with:

1. ionising radiation or contamination by radioactivity from:
  - a. any nuclear fuel, or
  - b. any nuclear waste from the combustion or fission of nuclear fuel,
2. nuclear weapons material.

## ▶ Structural additions or alterations

You're not covered for **loss** to the **home** connected in any way with:

1. structural additions or structural alterations, unless **we've** been notified of the additions or alterations beforehand and **we've** agreed in writing to cover this, or
2. water in any form (including hail and snow) 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 any **tenant**) legally on the property.

*For example:*

*If you make alterations to your home, you must let us know beforehand. If you don't, your house won't be covered if it's 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.*

## ▶ Terrorism

You're not covered for any loss, liability, death, prosecution or expense of any type connected in any way with an **act of terrorism**, including in connection with controlling, preventing, suppressing, retaliating against, or responding to an **act of terrorism**.

## ▶ Unlawful substances

You're not covered for loss, expense or liability in connection with the manufacture, storage, or distribution at the **home**, of any 'controlled drug' as defined in the Misuse of Drugs Act 1975, unless:

1. the **home** is rented to a **tenant**, and
2. **you**, or the person who manages the tenancy on **your** behalf, has:
  - a. exercised reasonable care in the selection of **tenant(s)** by at least obtaining satisfactory written or verbal references, and
  - b. completed an internal and external inspection of the property at a minimum of 3 monthly intervals and upon every change of **tenants**, and
  - c. kept a written record of the outcome of each inspection, and provided to **us** a copy of the record if **we** requested it.

If both of the above criteria have been met, the most **we'll** pay for any **event** is:

- i. \$25,000 for any **loss** resulting from chemical contamination, or
- ii. the **total sum insured** for **loss** resulting from fire or explosion.

If **you've** got any other policy with **us** that contains this same 'Unlawful substances' exclusion, the most **we'll** pay for any **event** under all policies for i. above is \$25,000.

## ▶ Vacant homes

This policy is automatically suspended if **you** or a person authorised by **you** has not been living at the **home** for a period of more than 60 consecutive days.

The policy will automatically start again as soon as **you**, or a person authorised by **you**, is living in the **home** again.

However, this policy may be continued, if one of the following applies:

1. **You** tell **us** that no one will be living at the **home** and **we** agree that cover will continue. **We** may, at this time, change the terms of the policy.
2. **We've** got the **home** recorded as a holiday home, and the following criteria are met:
  - a. the **home** is inspected inside and outside by **you** or a nominated person at least every 60 days, and
  - b. the **home** and its grounds are adequately maintained, and
  - c. mail is cleared regularly, and
  - d. the water supply is turned off, and
  - e. all doors are locked, and all windows secured.

*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 home again.*

## ► War

**You're** not covered for any loss, liability, prosecution or expense of any type in connection with any of the following, including controlling, preventing or suppressing any of the following:

war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, civil commotion assuming the proportions of or amounting to an uprising, insurrection, military or usurped power.

## Policy conditions

Your Home Comprehensive 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've** got 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've** got the sole discretion to decline any claim **you** make – either the whole claim or part of it.

**We** may also declare this policy or all the policies **you** have with **us** to be of no effect and to no longer exist from the date of any dishonest or fraudulent act. This is at **our** sole discretion.

## ► 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, and any further communication regarding the claim.

otherwise **we** can declare that this policy or all the policies **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act.

### Changes in circumstances

**You** must let **us** know straight away if, after **we've** accepted **your application** for this policy, there's a material increase or change in the risk **we** cover.

At any time, **we** may change the terms of this policy in response to what **you** or anyone else tells **us**. The change in terms will be effective from the date of the change in circumstances.

*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're** 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** that is covered by this policy
2. recover from anyone else anything covered by this policy.

If **we** do so, **you** must assist **us** and **we'll** be responsible for any reasonable legal costs associated with these actions.

## ► Administering this policy

### Cancellation

**By you...**

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

**You** must pay any outstanding payments due for the used portion of the **period of cover**.

**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.

**Automatically...**

1. This policy will be automatically cancelled if **you** don't pay the premium. Cancellation under this clause will be effective from the date to which the policy was paid up to.
2. If, in **our** opinion it is uneconomic to repair the **loss** to the **home**, this policy will be automatically cancelled from the date **we** pay **your** claim or the date on which rebuilding commences, whichever occurs first. **We** won't refund **you** any premium for the unused portion of the **period of cover**.

*This means you'll need to make new insurance arrangements on any replacement home.*

### 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**. Unless otherwise specified in this policy, the change in terms will take effect on the 14th day after the date of the notice.

### Joint insurance

If this policy covers more than one person or entity, all persons and entities 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 **home** is (or becomes) covered by another insurance policy.

This policy does not cover **your** loss or liability at all if it is insured to any extent under any other insurance policy. **We** won't contribute towards any claim under any other policy.

### 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.*

### Assignment

Except as outlined in 'Other parties with a financial interest' above, **you** must not otherwise transfer any of **your** entitlements or benefits under this policy to any person or entity without **our** prior written consent.

It is not possible to assign the entitlements or benefits of 'If your home is uneconomic to repair, 1.' If, in **our** opinion, it is not economic to repair the **loss** to the **home**, the provisions of 'If your home is uneconomic to repair, 2.' will apply to the entitlement that is transferable.

It is not possible to assign this policy to another person or entity.

### Governing law and jurisdiction

The law of New Zealand applies to this policy or any section of this policy and the New Zealand courts have exclusive jurisdiction.

### Legislation changes

Any reference to any Act of Parliament or subordinate regulations or rules referred to in this policy includes any amendments made or substitutions to that law.

## 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, includes any act, or preparation in respect of action, or threat of action designed to influence or coerce the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and that:

- ▶ involves violence against one or more persons, or
- ▶ involves damage to property, or
- ▶ endangers life other than that of the person committing the action, or
- ▶ creates a risk to health or safety of the public or a section of the public, or
- ▶ is designed to interfere with or disrupt an electronic system.

### annual period

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

### application

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

### 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.

### EQC Act

Earthquake Commission Act 1993 and any Act in substitution of that Act.

### event

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

### excess

the first amount of the claim that **you** must pay which is shown in either the **schedule** or the policy wording.

### family

any family member who:

- ▶ lives with **you** permanently, or
- ▶ is a student attending a school, university or polytechnic and living away from the **home** while attending the school, university or polytechnic.

### hidden gradual damage

hidden rot, hidden mildew or hidden gradual deterioration, caused by water leaking from an internal:

- a. tank, that is plumbed into the water reticulation system of the **home** and is permanently used to store water, or
- b. water pipe, or
- c. waste disposal pipe,

installed at the **home**.

### home

the residential dwelling(s) that **you** own at the situation shown in the **schedule** including any of the following used at all times solely for domestic use:

- ▶ outbuildings within the residential boundaries of the situation on which the residential dwelling(s) is situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter,
- ▶ fixtures and fittings permanently attached to the residential dwelling(s) or its outbuildings. This includes: kitchen stove, hob or range hood, any other home appliance that is permanently wired, permanently plumbed or permanently built-in,
- ▶ kitchen oven, permanently attached or not,
- ▶ fitted floor coverings (including glued, smooth edge or tacked carpet and floating floors) of the residential dwelling(s) or its outbuilding included above,
- ▶ driveway of permanent construction that provides direct access to the residential dwelling(s) or any outbuilding included in above,
- ▶ patio, paths and paving of permanent construction, deck, steps, gate or fence, as long as they are on or within the residential boundaries within which the residential dwelling(s) is situated,
- ▶ walls including garden and retaining walls,
- ▶ **recreational features**,
- ▶ public utility services supplying the residential dwelling(s) and/or any of its outbuildings included above, such as: power and telephone lines, data cables, supply and waste water pipes,
- ▶ permanently sited water storage tank, septic tank or heating oil tank and its associated equipment (excluding its contents).
- ▶ solar power and solar water heating systems.

It doesn't include any of the following unless it is shown in the **schedule** as a **special feature** with a corresponding **special feature sum insured**:

- ▶ private utility plant and associated equipment including but not limited to wind or water mills or diesel generators,
- ▶ cable car and its associated equipment,
- ▶ bridge or culvert, permanent ford or dam,
- ▶ wharf, pier, landing or jetty.

It doesn't include any of the following:

- ▶ any part of the **home** that is used for business or commercial purposes except where:
  - a. it is rented out as a residential property, or
  - b. it is used solely as a home office for clerical purposes by **you** or **your tenant**,
- ▶ any part of the **home** that is built for or used for farming or rural lifestyle purposes whether commercial or not, *including but not limited to any shed storing animal feed, machinery or produce, livestock handling yards or shelters*,
- ▶ any part of the **home** being constructed, de-constructed or undergoing alterations and not suitable for permanent residential use or occupation,

- ▶ gravel or shingle, including a gravel or shingle: driveway, path, patio, or paving,
- ▶ loose floor covering including: mats, rugs or runners,
- ▶ temporary structures,
- ▶ fittings that are not permanently attached such as: curtains and blinds,
- ▶ appliances that are not permanently wired, permanently plumbed or permanently built-in other than a kitchen oven,
- ▶ well or bore hole including its pump, lining or casing,
- ▶ household goods and personal effects,
- ▶ live plant including any: tree, shrub, hedge or grass other than the cover provided under 'What your policy covers – Landscaping' on page 7,
- ▶ land, earth or fill,
- ▶ structures or property not at the situation shown in the **schedule**.

### home sum insured

the amount shown in the **schedule** of the same name. This includes any increased policy limits for retaining walls and **recreational features**.

### incident

something that happens at a particular point in time, at a particular place and in a particular way.

### loss

physical loss or physical damage.

### motor 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.

### natural disaster

an earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the **EQC Act**.

### period of cover

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

### recreational features

any tennis court and/or permanently fixed swimming pool and/or permanently fixed spa pool including its ancillary equipment and/or pump(s).

### schedule

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

### special feature

any item that is listed in the **schedule** with a corresponding **special feature sum insured**.

### special feature sum insured

the sum insured amount shown in the **schedule** that corresponds with the **special feature**.

### tenant

the person or persons renting the **home** from **you** under a residential tenancy agreement.

### total sum insured

the amount shown in the **schedule** of the same name inclusive of the:

- ▶ **home sum insured** which includes any retaining walls and **recreational features**, and
- ▶ any **special feature sums insured**, and
- ▶ all benefits under 'What your policy covers' unless stated otherwise within such benefits.

### we

State, a business division of IAG New Zealand Limited.

### you

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



## Home Comprehensive Insurance

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click.**done.**