

# HOME

## Essentials 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 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.

## IMPORTANT

### **This document is your Home Essentials 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 have a question, need help, or want to make an insurance claim our contact centres are available 7 days a week, or visit [state.co.nz](http://state.co.nz).

**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

We have an agreement with you. You agree to pay us the premium. In exchange, we promise to cover you as set out 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 9.

#### 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 Essentials Policy consists of this policy wording, the schedule, the information you provided in the application and any subsequent information you provide.

### 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.

## Your duty of disclosure

When you apply for insurance, you have a legal duty of disclosure. This means you must tell us everything you know (or could be reasonably expected to know) that a prudent insurer would want to take into account in deciding:

1. whether to accept or decline your insurance, or
2. the cost or terms of the insurance, including the excess.

You also have this duty every time your insurance renews and when you make any changes to it.

If you breach this duty, we may treat your policy as being of no effect and to have never existed.

*Please ask us if you are not sure whether you need to tell us about something.*

## Making a claim

To make a claim, go to [state.co.nz/claims](https://state.co.nz/claims) anytime, or call 0800 80 24 24. We're available 7 days a week.

### 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, and
- tell us immediately if you are charged with any offence which resulted in loss of property or bodily injury to another person.

### 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
- negotiate, offer to pay or pay any reparation, including, but not limited to, offers made as part of any case management conference or sentencing hearing, or
- do anything that may prejudice our rights of recovery.

## What you get 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 retaining walls or **recreational features** is the limit shown on the **schedule** for the respective property.

If no limit is shown for these, it means that there is no cover. Please contact **us** if **you** require cover for retaining walls and/or **recreational features**.

#### 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** during the **period of cover** is the **total sum insured**. This includes all benefits under 'What your policy covers' unless stated otherwise.

#### Reduction of sums insured

5. Following **loss** to the **home** or any **special feature** for which a claim is payable under this policy or under the **EQC Act**, the **total sum insured** and the relevant sum insured are reduced from the time of the **loss** by the amount required to repair the **loss**.

*For example, if you have specified a limit for a retaining wall and this is shown on the schedule, if the retaining wall suffers loss, the total sum insured and the home sum insured and the retaining wall limit are reduced by the amount of that loss.*

6. If, at the commencement of the current **period of cover**, the **home** or any **special feature** has any pre-existing **loss** that was covered:
  - a. in a previous **period of cover**, or
  - b. under any other policy, or
  - c. under the **EQC Act**,

and such **loss** remains unrepaired at the start of the current **period of cover**, the **total sum insured** and the relevant sum insured or policy limit are reduced from the start of this **period of cover** by the amount required to repair that pre-existing **loss**.

#### Reinstatement of sums insured

7. When, and to the extent that any payment is applied to repair the **home** or any **special feature**, the **total sum insured** and the relevant sum insured that were reduced by 'Reduction of sums insured' above are reinstated.

### Repair 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 **you** the reasonable cost incurred in repair the part of **your home** that suffered the **loss**, or
2. pay **you our** estimate of the reduction of the **present value** of the **home** caused by that **loss**, based on the difference in the **present value** immediately before and immediately after the **loss**.

#### If your home is uneconomic to repair

If, in **our** opinion, it is uneconomic to repair the **loss** to **your home**, **we'll** pay the lesser of:

1. the **total sum insured**, and
2. **our** estimate of the reduction in the **present value** of the **home** caused by that **loss**, based on the difference in the **present value** of **your home** immediately before and immediately after the **loss**, plus Demolition and Removal Costs **we** determine are necessary.

### 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

1. **We'll** pay the reasonable cost to repair the part of the **home** that suffered **loss** to a condition as similar as possible to the condition it was in immediately before the **loss**, using current industry accepted building materials and construction methods.

**We** will not pay for:

- a. additional materials, work and expense required solely to comply with government or local authority bylaws and regulations, unless covered under 'Compliance costs' below, or
- b. design, engineers', surveyors' and building consultants' fees, and consents and other associated legal fees, unless covered under 'Professional and other fees' below.

#### Compliance Costs

1. If **you're** repairing **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 if **your home** is uneconomic to repair or **we** pay **our** estimate of the reduction in **present value** of the **home** caused by the **loss** as described in 2. of 'If your home is economic to repair'.

## Professional and Other Fees

1. If **you're** repairing 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 the part of the **home** that has suffered **loss**, and approved by **us** before they're incurred.
3. These costs aren't payable if **your home** is uneconomic to repair or **we pay our** estimate of the reduction in **present value** of the **home** caused by the **loss** as described in 2. of 'If your home is economic to repair'.

## 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 of that **loss**, and
  - b. removing **your** household contents when this is required to enable **your home** to be repaired, 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're incurred.
3. If **we** pay to demolish any part of the **home**, this 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**, 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.*

## 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 sudden and **accidental loss** to the **home** that occurs 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. aircraft or other aerial or spatial device or articles dropped from them,
5. riot or labour disturbance,
6. vandalism or any intentional acts,
7. water or oil that leaks, overflows, or is discharged from any domestic water or heating system installed within any **home** building,
8. impact by any **motor vehicle**.

## What you'll get

See 'What you get if we accept your claim' on page 3 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.

## Legal liability

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

1. **accidental loss** to anyone else's property,
2. **bodily injury** to anyone else,

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

## Defence costs cover

**You're** also covered for defence costs **you** incur with **our** prior approval, for **your** liability under the items above. **We** won't unreasonably withhold **our** prior approval.

## Reparation

**You're** covered for **your** legal liability to pay **reparation** to a victim who has suffered **accidental loss** of property or **bodily injury** as a result of **your** committing an offence during the **period of cover** in connection with **your** ownership of the home or its grounds, provided:

1. **you** tell **us** immediately if **you** or they are charged with any offence in connection with **your** ownership of the **home** or its grounds, that resulted in **loss** of property or **bodily injury** to another person, and
2. **we** give **our** written approval before any offer of **reparation** is made.

There is no cover under this benefit for any amounts that are covered under the Accident Compensation Act 2001 ('the Act'), or would be covered but for:

- a. a failure by the victim to correctly notify a claim to the Accident Compensation Corporation within the time required under the Act, or

- b. the victim's decision, for whatever reason, not to claim any amount he or she would be entitled to claim under the Act, or
- c. a decision by the Accident Compensation Corporation to decline a claim or limit its liability in whole or in part and for any reason whatsoever.

Nothing in this benefit should be taken as providing cover for any defence costs, court costs, levies or costs awarded for any offence.

## 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 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:

1. liability, including liability for **reparation**, connected in any way with:
  - a. any business (other than renting the **home** as a residence), trade, profession or sponsorship, or
  - b. any contract or agreement, unless **you** would have been liable even without it, or
  - c. the ownership or use of any **motor vehicle**, trailer, caravan, watercraft or aircraft or other aerial device, or
  - d. any seepage, pollution or contamination (including the costs of removing, nullifying or cleaning up), unless it occurs during the **period of cover** and is caused by a sudden and **accidental event** that occurs during the **period of cover**.
2. punitive or exemplary damages or fines.

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

## Natural disaster

**You're** covered for 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**, or
  - b. a failure by **you** to correctly notify a claim to the Earthquake Commission within the time required under the **EQC Act**, or
  - 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, or
  - 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 the part of **your home** that suffered the **loss** exceeds **your** maximum entitlement available (or that would have 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 the part of **your home** that suffered the **loss**.

2. The most **we'll** pay under this benefit for any **event** 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 or paving.*

## Sale and purchase

Where a **loss** occurs after **you've** entered into an unconditional contract to sell the **home**, the purchaser is covered under this policy for that **loss** up until the final settlement, or until they take possession of the **home**, whichever occurs 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**.

## 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.*

### Confiscation

**You're** not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with 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, unless such order is required to prevent or control **loss** that would otherwise have been covered by this policy.

### Consequential loss

**You're** not covered for any kind of consequential loss.

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

### Earth movements

**You're** not covered for any loss, damage, cost, expense, prosecution 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 'Natural disaster' on page 5.

### Electronic data and programs

**You're** not covered for any loss, damage, cost, expense, prosecution or liability connected in any way with **electronic data** arising 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 in connection with **electronic data**.

However, this exclusion does not apply to physical damage to other covered 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.

### Faults and defects

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

1. design, plan, or specification, 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.

### Gradual damage

**You're** not covered for:

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

### Hydrostatic pressure

**You're** not covered for **loss** connected in any way with hydrostatic pressure to swimming pools or spa pools unless the **loss** is a result of earthquake, storm or flood.

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

### Intentional and reckless acts

**You're** not covered for any loss, damage, cost, expense, prosecution or liability arising from any intentional or reckless act or omission by:

1. **you** or anyone else covered by this policy, or
2. a tenant, or
3. any guest of a tenant, or
4. any person who occupies the **home**,

except where the **loss** is a result of fire or explosion, provided the fire or explosion was not intentionally caused by **you** or **your partner**.

*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 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** connected in any way with **natural disaster** except for **loss** covered under 'Natural disaster' cover on page 5.

## Nuclear

**You're** not covered for any loss, damage, cost, expense, prosecution or liability of any type in connection 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 who is acting on **your** authority.

## Terrorism

**You're** not covered for any loss, damage, cost, expense, prosecution, death or liability of any type in connection 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, damage, cost 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, have fully met the 'Landlord obligations' policy condition on page 8.

If both of the above criteria have been met, the most **we** will pay for any **event** is the **total sum insured** for **loss** resulting from fire or explosion.

## Vacant homes

If **you** or a person authorised by **you** has not been living at the **home** for a period of more than 60 consecutive days, **we'll** only pay for **loss** that is:

1. caused by fire, explosion or lightning, or
2. covered under 'Natural disaster' on page 5,

Unless the following applies:

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

This restriction will end as soon as **you**, or a person authorised by **you**, is living in the **home** again.

## War

**You're** not covered for any loss, damage, cost, expense, prosecution, death or liability 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 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...

### Breach of any condition

If:

1. **you**, or
2. any other person **we** cover under this policy, or
3. anyone acting on **your** behalf,

breaches any of the conditions of this policy, **we** may at **our** sole discretion:

- a. decline **your** claim, either in whole or in part,
- b. decline any claim connected with the same **event** that **you** make on any other policies **you** have with **us**,
- c. declare either this policy or all insurance **you** have with **us** to be of no effect and to no longer exist from the date of the dishonest or fraudulent act, or breach.

## Your obligations

### True statements and answers

True statements and answers must be given (whether by **you** or any other person) in all communications with **us**, including when:

1. this insurance is **applied** for and renewed, and
2. **we** are notified about any change in circumstances, and
3. **you** make any claim under this policy.

### Changes in circumstances

**You** must let **us** know straight away if, after **we've** accepted **your application** for this policy there is 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** 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** 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.

## Landlord obligations

**You**, or the person who manages the tenancy on **your** behalf, must:

1. exercise reasonable care in the selection of tenant(s) by at least obtaining satisfactory identification and written or verbal references for each adult tenant and when a reasonable landlord would consider it appropriate also check their credit and Tenancy Tribunal history, and
2. keep written records of the pre-tenancy checks conducted for each adult tenant, and provide to **us** a copy of these if **we** request it, and
3. collect a total of 3 weeks' rent in any combination of rent in advance and bond that will be registered with Tenancy Services, and
4. complete an internal and external inspection of the **home** at a minimum of 3 monthly intervals and the relevant residential dwelling upon every change of tenant(s), and
5. keep photographs and a written record of the outcome of each inspection, and provide to **us** a copy of these if **we** request it, and
6. monitor rents on a weekly basis with written notification being sent to the tenant(s) whenever rent is 14 days in arrears, together with a personal visit to determine if the tenant(s) remain in residence, and
7. make application to the Tenancy Tribunal for vacant possession in accordance with the provisions of the Residential Tenancies Act 1986 if:
  - a. the rent is 21 days in arrears, or
  - b. **you** become aware of any illegal activity by the occupant(s) at the **home**, or
  - c. intentional damage to the **home** is caused by one of its occupant(s).

If the **home** is provided to and occupied by **your** employee as part of their employment package with **you**, then obligations 3., 6. and 7.a. do not apply.

## Administering this policy

### Assignment

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

### 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 unused portion of the **period of cover**.

**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 unused portion of the **period of cover**.

## 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. **We** won't refund **you** any premium for the unused portion of the **period of cover**.

## 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.

## Currency

Any amounts shown in this policy and on the **schedule** are in New Zealand Dollars.

## Goods and Services Tax

All amounts referred to in this policy include any GST that may apply.

## Governing law and jurisdiction

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

## 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.*

## 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.

## Other insurance

**You** must tell **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this 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** will not contribute towards any claim under any other insurance policy.

## Other parties with a financial interest

If **we** know of any financial interest over the **home**, **we** may:

1. pay part or all of any claim settlement to that other party and this will go towards meeting the obligations **we** have under this policy for the **loss**, and
2. disclose information about the claim to that other party if required.

Any other party who has a financial interest is not covered and does not have rights to claim under this policy.

## 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, 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 provided by **you** to **us** when **you** purchased this insurance or requested a quotation for this insurance from **us**.

### bodily injury

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

### computer virus

a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, which propagate themselves through a computer system or network of whatsoever nature. This includes, but is not limited to, 'Trojan horses', 'Worms' and 'Time or logic bombs'.

### electronic data

facts, concepts and information converted to a form usable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. It includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of 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 in this policy wording.

## home

the residential dwelling(s) that **you** own at the situation shown in the **schedule** including any of the following used at all time 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 outbuildings 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 walls, but excluding retaining walls,
- public utility services supplying the residential dwelling(s) and/or any of its outbuilding 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's shown in the **schedule** with a corresponding limit under the **home sum insured**:

- retaining walls
- **recreational features**.

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,
- well or bore hole including its pump, lining or casing,

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 structure,
- fittings that are not permanently attached, including, but not limited to, curtains and blinds,
- appliances that are not permanently wired, permanently plumbed or permanently built-in other than a kitchen oven,

- household goods and personal effects,
- live plant, including any: tree, shrub, hedge or grass,
- 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 limits for retaining walls and **recreational features** where the item(s) are specified in the **schedule**.

## 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**.

## partner

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

## present value

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

## 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).

## reparation

an amount ordered by a New Zealand court to be paid to the victim of an offence under section 32 of the Sentencing Act 2002.

## 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**.

## total sum insured

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

- **home sum insured** and
- any **special feature sums insured**, and
- all benefits under 'What your policy covers' unless stated otherwise within such benefits

## we, us, our

State, a business division of IAG New Zealand Limited.

## you

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

## Home Essentials Insurance

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