

MULTI DWELLING BUILDING

Insurance



STATE

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backed by 

Welcome TO STATE

Thank you for choosing State to insure your building. 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 call us straight away – we'll be happy to help.

IMPORTANT

This document is your Multi Dwelling Building 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.

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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 13.

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 Multi Dwelling Building Policy consists of this policy wording, the **schedule** and the information **you** provided in the **application**.

► You can change your mind

If **you're** not happy with this policy **you** are welcome to change **your** mind, but **you** must tell **us** within 15-days of the date it started. **We'll** then cancel it and refund in full any premium **you've** paid. This doesn't apply if **you'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 any unit will not be lived in for more than 60 consecutive days*
- *if any unit will be occupied by a tenant*
- *if you or any unit owner have been convicted of a criminal offence in the last 7-years*
- *if the building will be altered or added to*
- *if you or any unit owner 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 or any unit owner insure the building again with anyone else*

These examples are only a guide.

Remember, **we** provided **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 the **building** 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 **building** 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.

▶ 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 is, 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 written 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.

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 building 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

Building Sum Insured

1. The most we'll pay for loss to the building exclusive of special features for any event that occurs during the period of cover is the building 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 building 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. building sum insured,
 - b. any special features sums insured,
 - c. all benefits under 'What your policy covers' unless stated otherwise.

► Repair, rebuild or pay cash

If your building is economic to repair

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

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

If your building is uneconomic to repair

1. If, in **our** opinion, it is uneconomic to repair the **loss to your building**, **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 building** 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 building** 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 building** that suffered the **loss** on its original site less Demolition and Removal Costs incurred; or
 - c. Buy another building: **We'll** pay the reasonable cost incurred to buy another building 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 **building** 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 building** 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 building**, and **you** sell **your building** 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 building** 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 will pay'.

Standard of Repair or Rebuild

1. **We'll** pay the reasonable cost to repair or rebuild the part of the **building** 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 building**, **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 **building** 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 **building** 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 building or accept a cash payment as settlement of **your** claim, as described in 1.c. or d. of 'If your building is uneconomic to repair' above.

Professional and Other Fees

1. If **we're** paying to repair or rebuild the part of **your building** 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 **building** that has suffered **loss**, and approved by **us** before they are incurred.
3. These costs aren't payable when **you** buy another building or accept a cash payment as settlement of **your** claim, as described in 1.c. or d. of 'If your building is uneconomic to repair' above.

Demolition and Removal Costs

1. If **we** accept a claim for **loss to your building**, **we'll** also pay the reasonable costs of:
 - a. the demolition of the part of **your building** 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 building** to be repaired or rebuilt, but not the cost of storing them or returning them to the **building**.
2. These costs must be necessary and approved by **us** before they are incurred.
3. If **we** pay to demolish any part of the **building** 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 **building** 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 **building** 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 **your unit** and **building**) for **you** and **your** domestic pets, if **you** can't live in the **unit** because of a **loss** to the **unit** during the **period of cover** where that **loss**:

1. is covered by this policy
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 in respect of each individual **unit** is \$25,000 for any **event**.

The payment will be additional to any other maximum payments stated in this policy.

If **you** personally have alternative accommodation and/or loss of rent cover with **us** under any other policy, the most **we'll** pay under all policies in total per **unit** 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 **unit** when the **loss** happens, and **your** claim is solely for **accidental** breakage of:

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

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 any **unit** that **you** personally occupy that happens and is discovered during the **period of cover**, and
2. any part of the **unit** or **building** that isn't directly affected but must be 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 for any **event** and for all **events** during an **annual period** is \$2,500 for each **unit**. The most **we'll** pay during an **annual period** for all **events** and all **units** is \$25,000.

What isn't covered?

You're not covered for **hidden gradual damage** to any **unit** that is occupied by a **tenant**.

See also '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 **building** 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 in the **building**,

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

What you'll get

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

What isn't covered?

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

1. **you**, or
2. **your** husband or wife or person with whom **you** are living in the nature of a marriage, 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 also '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 any electronic key or swipe card or any equivalent device) or combination that gives access to the **building**, or to any safe or strongroom in the **building** 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 \$2,500 for any **event**, to:

1. replace any key to the **building** and alter or replace the locks it was for, or
2. open any safe or strongroom in the **building**.

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 each individual **unit**, if that garden or lawn was damaged or destroyed while the **building** 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 this cost 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.

► Legal liability

What does 'legal liability' mean?

'Legal liability' is the liability that a person is found to have in a court of law 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 **building** and/or its grounds.

Defence costs cover

You're also covered for defence costs **you** incur with **our** prior approval, in relation to **your** defence of **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 \$2,000,000 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 **unit** 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 any 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' is money claimed as punishment. The court awards this to punish someone for their outrageous conduct and to deter others.

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

► Loss of rent

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

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

What you'll get

The most **we'll** pay is \$25,000 for each individual **unit** 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 personally have 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 unit 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 building 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 building 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 building 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 building under this benefit is for, or includes, any part of the building that is never 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 house 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

► 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 building 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 building 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 building, and
3. the actual cost to repair or rebuild the building is higher than the building 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 building 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 buildings in your town and substantially damages your building. As a result of all of the buildings 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 building.

► Sale and purchase

Where a loss occurs after you've entered into a contract to sell the building, the purchaser is covered by this policy for that loss up until the final settlement, or until they take possession of the building, 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 building at the time of the loss.

► Stress payment

If, in our opinion, it is uneconomic to repair the loss to a unit, we'll also pay the individual proprietor of that unit an additional amount for the stress suffered.

What you'll get

We'll pay \$1,000 per unit, up to a maximum of \$25,000 in total for all units (to be apportioned evenly) for any event, for the stress caused by the loss.

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.

▶ Vacant units

If no one has been living in a **unit** for more than 60 consecutive days, then from the 61st day **you're** covered for any sudden and **accidental loss** to that **unit** that occurs during the **period of cover**, but only if the **loss** is 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. **natural disaster**,
5. aircraft or other aerial or spatial device or articles dropped from them,
6. riot or labour disturbance,
7. vandalism or intentional acts,
8. water or oil that leaks, overflows, or is discharged from any domestic water or heating system installed within any home building,
9. impact by any **motor vehicle**.

Full cover under this policy will automatically start again as soon as the **unit** is occupied again.

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.

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 **building**.

For example:

If you're changing your insurance company to State and your cover for the building 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 building 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 building.

▶ 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 in connection with the **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.

▶ 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're covered for any resultant sudden and **accidental loss** to other parts of the **building**.

▶ Floor coverings

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

For example:

If you accidentally drop something that breaks a few floor tiles in your kitchen, you can only claim for the tiles in the kitchen, even if you can't find tiles that match those in the rest of the house.

▶ 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 **building**.

▶ Insects, rodents and vermin

You're not covered for **loss** to the **building** 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 **building**.

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. anyone who lives in the **building**,

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 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 **building** 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 **building** 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 **building** 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 the building or your unit, you must let us know beforehand. If you don't, the building or unit won't be covered if it is damaged as a result of the alterations.

You're also not covered if you remove the roof of the building or unit 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 **building**, of any 'controlled drug' as defined in the Misuse of Drugs Act 1975, unless:

1. the **building** or **unit** 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 units

This policy is automatically suspended, except for **loss** covered under 'Vacant units' on page 8, if **you** or a person authorised by **you** has not been living at the **unit** 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 **unit** again.

However, this policy may be continued, if **you** tell **us** that no one will be living at the **unit** and **we** agree that cover will continue. **We** may, at this time, change the terms of the policy.

For example:

If you're going on an overseas trip and leave your unit unoccupied for more than 60 days, from the 61st day, your cover under this policy will be restricted to the cover provided under 'Vacant units' on page 8 until you return from your trip and live in your unit again.

However, if you contact us before you leave, we may be able to continue your cover, without restriction. Alternatively, we could decide to cover you but with additional terms.

► 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 war like 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 Multi Dwelling Building 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 building – 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 30th 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 **unit**, 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 unit.

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.

Separate insurance

If more than one person or entity, is insured by this policy, then they are all insured separately.

However, the limits and maximum **total sum insured** stated in this policy or the **schedule** apply to all persons insured by this policy collectively.

For example, if numerous Hidden gradual damage claims have been accepted and paid by us, resulting in the policy aggregate limit of \$25,000 being reached, any further claims made under 'Hidden gradual damage' on page 6 during the period of cover will not be accepted.

Other insurance

You must tell **us** if the **building** 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 insurance policy.

Other parties with a financial interest

If **we** know of anyone who has a financial interest in the **building**, **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 **building**.

For example, if there is a mortgage registered on the building or unit, the bank or finance company has a financial interest in the building 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 building is uneconomic to repair, 1.' If, in **our** opinion, it is not economic to repair the **loss** to the **building**, the provisions of 'If your building 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 provided to **us** when this insurance was applied for and purchased.

building

the residential **units** and common property 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 **units** are situated. This includes any fixed domestic: garage, carport, glasshouse, animal shelter,
- ▶ fixtures and fittings permanently attached to the residential units or their 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 **units** or their outbuildings included above,
- ▶ driveway of permanent construction that provides direct access to the **building** or any **unit** 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 **units** are situated,
- ▶ walls including garden and retaining walls,
- ▶ **recreational features**,
- ▶ public utility services supplying the residential **units** and/or any of their 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 **building** or any **unit** 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 **building** or any **unit** 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 **building** or any **unit** 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**.

building sum insured

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

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.

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 **building** and is permanently used to store water, or
- b. water pipe, or
- c. waste disposal pipe,

installed at the **building**.

incident

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

individual proprietor

means the person or persons registered as the proprietors of a **unit**.

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 a **special feature sum insured**.

special feature sum insured

the Sum Insured amount shown in the **schedule** that corresponds with the **special feature**.

tenants

the person or persons leasing the **building** or any **unit** under a residential tenancy agreement.

total sum insured

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

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

unit

each part of the **building** designated for separate residential occupancy.

we

State, a business division of IAG New Zealand Limited.

you

the person(s) shown as 'The Insured' in the **schedule**. Where 'The Insured' in the **schedule** is shown as a body corporate, then **you** refers to the body corporate and each **individual proprietor** of that body corporate, for their respective rights and interests.

Multi Dwelling Building Insurance

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