

Residential buildings (multi-dwelling) policy

Welcome to State

Thank you for choosing State as your insurer. This is your Residential Buildings (Multi-Dwelling) Policy document.

It's important that you read this document carefully as it tells you what you're insured for as well as what you're not insured for. It also outlines any obligations that both of us must abide by to ensure the policy remains enforceable.

If you need to make any changes to your policy or have any queries, please don't hesitate to contact us on **0800 80 24 24**

www.state.co.nz

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Introduction to this policy

Agreement

You agree to pay **us** the premium described in the **schedule** and comply with this policy. In exchange, **we** agree to insure **you** as set out in this policy.

Policy contract

This policy consists of the following parts:

1. **your** application for insurance, and any oral or written supporting statements or documents supplied by **you**, and
2. this policy wording (including any endorsements or warranties), and
3. the **schedule**.

Interpreting this policy

Certain words in this policy have a specific meaning. These words appear in **bold** and **you** will find the meaning listed in the 'Definitions' section at the end of this policy. The definitions apply to the plural and any derivatives of the bolded words.

You will also find examples and comments to make parts of this policy easier to understand. These examples and comments, which appear in *italics*, do not affect or limit the meaning of the section they refer to.

The headings in this policy are for reference only and do not form part of it. They are not to be used when interpreting the policy.

Vacant Units

If no one has been living in a **unit** for more than 60 consecutive days, then from the 61st day **you** are covered for sudden and **accidental loss** to that **unit** that happens 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, wind, hail, snow or flood (but not if the water originates from inside the **unit**),
4. earthquake, volcanic eruption, geothermal activity, landslide or tsunami,
5. aircraft or other aerial or spatial device or articles dropped from them,
6. riot, civil commotion or labour disturbance,
7. vandalism or a malicious act,
8. water or oil that leaks, overflows, or is discharged from any domestic water or heating system installed within the **buildings**,
9. any impact.

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

48-Hour restriction

You are not covered for **loss** that occurs during the first 48-hours of this policy, caused by storm, flood or landslide. This only applies when **you** first take the policy out with **us**.

However, this exclusion does not apply where:

1. this policy started immediately following another policy that also insured the same property against the risk or storm, flood and landslide, or
2. this policy was taken out at the time **you** purchased the **unit** or **buildings**.

Section 1 – cover for your residential units

A. What you are insured for

You are insured for sudden **accidental loss** to the **buildings** during the **period of cover**.

Section 1 – automatic policy extensions

A. Hidden gradual damage

This policy is extended to cover:

1. **hidden gradual damage** to the **buildings** and/or **landlords contents** that happens and that **you** discover during the **period of cover**, and
2. any other part of the **buildings** that is not directly affected but must be removed, damaged or destroyed to locate the cause of the **hidden gradual damage**, provided that **we** have first given **our** permission.

The most **we** will pay during the **annual period** is:

- (a) \$3,000 for each individual **unit**, and
- (b) \$30,000 for all **units**.

B. Landlord fixtures and fittings

If any individual **unit** is rented by **you** to a tenant, then this policy is extended as follows.

This policy is extended to cover sudden **accidental loss** to **landlords contents** at the **unit** during the **period of cover** while it is a rental property.

We will at **our** option pay:

1. the **actual value** of the **loss**, or
2. the cost to repair the item as nearly as possible to the same condition it was in immediately before the **loss** occurred.

The most **we** will pay for any **event** is \$5,000 for **landlords contents** in each individual **unit**, up to a maximum of \$500,000 in total for all **events** during the **annual period**.

This amount is in addition to the maximum payment stated in 'Section 1: Basis of Settlement'.

C. Common property

This policy is extended to cover sudden **accidental loss** to carpets, drapes and light fittings that are in common areas during the **period of cover**, while they are owned by **you** and at the **buildings**.

We will at **our** option pay:

1. the **actual value** of the **loss**, or
2. the cost to repair the item as nearly as possible to the same condition it was in immediately before the **loss** occurred.

The most **we** will pay for any **event** is \$5,000 in total for all carpets, drapes and light fittings at the **buildings**.

This amount is in addition to the maximum payment stated in 'Section 1: Basis of Settlement'.

D. Loss of rent

if any individual **unit** is rented by **you** to a tenant, then this policy is extended as follows:

We will pay the amount of rent **you** have lost during the time needed to repair or rebuild the **unit**, if the **unit** can not be lived in, due to **loss** that is covered by this policy.

The most **we** will pay, for each individual **unit**, is \$25,000 for any **event**.

We will pay these costs for a maximum of 12 months for any **event**.

This amount is in addition to the maximum payment stated in 'Section 1: Basis of Settlement'.

E. Alternative accommodation

If any individual **unit** is owned and occupied by **you**, then this policy is extended as follows.

We will pay:

1. **your** reasonable additional living expenses, and
2. boarding out of **your** domestic cat or dog, which **you** normally keep at the situation,

if **you** cannot live in the **unit** due to **loss** that is covered by this policy.

We will not pay for any expenses that can be claimed under any other insurance policy.

The most **we** will pay, for each individual **unit**, is \$25,000 for any **event**.

We will pay these costs for a maximum of 12 months for any **event**.

This amount is in addition to the maximum payment stated in 'Section 1: Basis of Settlement'.

If **you** have alternative accommodation cover with **us** under any other policy, then the most **we** will pay, for each individual **unit**, under all policies is \$25,000 for any **event**.

F. Stress payment

Whenever **we** settle a claim for the total loss of a **unit**, **we** will also pay the **individual proprietor** of that **unit** as follows, for the stress caused by the **loss**:

1. \$2,000 per individual **unit** totally lost,
 2. \$50,000 in total for all **units** for any **event**,
- whichever is the lesser.

Where the \$50,000 limit occurs, the payment per individual **unit** will be apportioned evenly.

This amount is in addition to the maximum payment stated in 'Section 1: Basis of Settlement'.

G. Stolen keys cover

This policy is extended to cover costs incurred for:

1. altering or replacing common access area locks, and
2. keys (including electronic keys and swipe cards), and
3. combinations that give access to the insured property,

if the keys or combinations are stolen or duplicated without proper authority during the **period of cover**.

The most **we** will pay in total for any **event** is \$2,500.

A \$250 **excess** applies to this extension.

H. Electric motors cover

This policy is extended to cover sudden **accidental loss** during the **period of cover** to:

1. electric motors and starters not exceeding 3.75kw (5hp), and
2. distribution switchboards and permanently installed electric reticulation at the situation, provided that the damage is fusion or burnout that is **immediately preceded by**:
 - (a) the failure of electrical insulation, or
 - (b) abnormal electric current, or
 - (c) electrically induced self-heating.

'Exclusion Part F' does not apply to this extension.

Section 1 – exclusions

A. Losses caused by

This policy does not insure **loss** caused by, or in connection with:

1. structural additions or structural alterations to the **buildings**, unless **we** have been notified of the additions or alterations beforehand and **we** have agreed in writing to cover this.
2. water entering the **buildings** because any roofing material, exterior cladding, window or door has been removed by **you** or with **your** knowledge, or
3. interruption of the supply of water, gas, electricity, or any other fuel to the situation, or
4. insects, rodents or vermin (other than opossums), or
5. an animal(s) owned by anyone living in a **unit**, if that **unit** is occupied by a tenant.

This exclusion only applies to the property first affected. It does not apply to any resultant **accidental loss** to other parts of the property.

B. Types of loss not covered

This policy does not insure:

1. repairing or replacing floor coverings that are not in the room where the **loss** happened, or
2. **loss** to fuses, protective devices or lighting or heating elements caused by electricity.

C. Gradual damage

This policy does not insure:

1. wear and tear, depreciation, corrosion, or rust, or
2. rot, mildew or gradual deterioration except for **loss** covered under 'Automatic Policy Extension Part A'.

D. Earthquake commission

This policy does not insure **loss** to the extent it is covered by the Earthquake Commission Act or that would have been covered but for:

1. the deduction of an excess, or
2. the Earthquake Commission exercising its power to decline a claim for that **loss**.

Where the Earthquake Commission agrees to provide cover, but **your loss** exceeds the Earthquake Commission payment, the most **we** will pay is the difference between what the Earthquake Commission pays, or would have covered, and **your** maximum entitlement under this policy.

E. Intentional damage

This policy does not insure any **loss** that is intentionally caused by:

1. a tenant, or
2. any person (but not **you** or **your** family) who lives at **your units**, except where the **loss** is a result of fire or explosion.

This exclusion relates specifically to any person other than you or your family (as defined).

F. Damage to machinery

This policy does not insure any mechanical or electrical breakdown, derangement or failure of any **machine**.

This exclusion does not apply to:

- (a) any damage originating completely outside the **machine** that then results in the mechanical or electrical breakdown, derangement or failure of the **machine**. However this proviso does not apply to damage originating from any:
 - (i) error in: setting, programming or operating the **machine**, or
 - (ii) object (including part of the **machine**) being drawn into the **machine**, or
 - (iii) failure to service or maintain the **machine** correctly, and
- (b) **accidental loss**:
 - (i) caused by fire or explosion to other separately identifiable parts of the **machine**, or
 - (ii) to other **landlords contents** or **buildings**,

that occurs as a result of mechanical or electrical breakdown, derangement or failure of the **machine**.

Important: Please also read 'General Exclusions'.

Section 1 – basis of settlement

A. Settlement of your loss

If **you** repair or rebuild the **buildings**, **we** will pay:

1. the cost of repairing or rebuilding the **buildings** to a condition as similar as possible to when it was new, using current materials and methods, and
2. any cost of compliance with Government or local authority bylaws or regulations, provided that:
 - 2.1 **we** pay the cost of compliance for only that part of the **buildings** that has suffered **loss** covered by this policy, and
 - 2.2 the **buildings** complied with all requirements that existed at the time it was originally built and at the time of any alteration.

We do not pay if notice of non-compliance has already been given to you before the loss.

If **you** choose not to repair or rebuild the **buildings**, **we** will pay the value of the **loss** based on the **present value** of the **buildings**.

B. Fees and other costs

We will pay necessarily and reasonably incurred:

1. architects' fees, engineers' fees and surveyors' fees, and
2. costs of demolition and of removing debris and contents, and
3. costs of up to \$2,500 for any **event** to restore or reconstruct any part of the garden or lawn within the boundary of the **buildings**, that is damaged or destroyed while, or as a result of the **buildings** being repaired or rebuilt.

C. Alternative site

If the **buildings** are totally destroyed and **we** agree, **you** may rebuild the **buildings** at a different site, provided that **we** will not pay more than the cost that would have been payable if rebuilding had been completed on the original site.

D. Maximum payment

The most **we** will pay in total for any **event** is the **sum insured**.

E. Excess

The excess shown in the **schedule** will be deducted from the amount of the **loss** for each **event**.

However, where a series of events arising from one original source or one original cause occurs over a period of more than 72 consecutive hours, one **excess** will be deducted for every 72 consecutive hour period, unless the **loss** is covered under 'Section 1 - Automatic Additional Benefits - Hidden Gradual Damage', then only one **excess** will be deducted for each **event**.

The **excess** applies individually to each **unit**. Where an **event** occurs that results in a claim under more than one benefit (or sub-section of a benefit) of this policy, **we** will apply only the highest applicable **excess**.

Section 2 – liability cover

A. What you are insured for

We will pay for **your** legal liability and reasonable defence costs incurred with **our** approval for:

1. **accidental loss** to any property in New Zealand, or
2. **accidental injury** to anyone in New Zealand,
3. costs and losses recoverable from **you** under Section 43 of the Forest and Rural Fires Act 1977, or
4. levies imposed on **you** by a fire authority under Sections 46 or 46A of the Forest and Rural Fires Act 1977,

occurring during the **period of cover** in connection with **your** ownership of the **landlords contents** and/or **buildings** and/or their grounds.

Section 2 – exclusions

A. What you are not insured for

You are not insured for liability connected in any way with:

1. **loss** to property belonging to **you** or that is in **your** possession or control, or
2. **injury to you** or any person **you** have a business relationship with, or
3. any business, trade, profession or sponsorship, or
4. any contract or agreement (except where **you** would have been liable even without a contract or agreement), or
5. the ownership or use of any **vehicle** (other than an electric wheelchair, domestic garden appliance, mobility scooter or golf cart), motor cycle, motor scooter, trailer, caravan, watercraft, aircraft or other aerial device.

You are not insured for punitive or exemplary damages or fines.

Important: Please also read 'General Exclusions'.

Section 2 – basis of settlement

A. Maximum amount payable

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

Defence costs covered by this policy will be paid in addition to the liability limit.

B. Excess

For each **event**, the **excess** will be deducted.

General exclusions

The following exclusions apply to all parts of this policy.

A. Building defects

This policy does not insure **loss**, liability, prosecution or expense of any type connected in any way with a building or structure being affected by:

1. moisture or water build-up or the penetration of external moisture or water, or
2. the action or effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa, or any similar or like forms,

that is caused directly or indirectly by:

- (a) non-compliance with the New Zealand Building Code, or
- (b) faulty design or faulty specification, including but not limited to faulty sequence, procedure or programme, or
- (c) faulty materials, or
- (d) faulty workmanship,

when the building or structure was constructed, manufactured, altered, repaired, renovated or maintained.

This exclusion does not apply to 'Automatic Policy Extension Part A' under Section 1.

B. Confiscation

This policy does not insure **loss**, liability, prosecution or expense of any type in connection with confiscation, nationalisation, requisition or destruction of, or damage to property by order of government, public or local authority (unless the order is given to control any **accidental loss** that is covered by this policy).

C. Electronic data & programs

This policy excludes 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 **electronic data**.

However this exclusion does not 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.

D. Infectious diseases

This policy does not insure **loss**, damage or interruption in connection with a Notifiable Disease under the Health Act 1956.

E. Nuclear

This policy does not insure any **loss**, liability, prosecution or expense 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.

F. Subsidence

This policy does not insure **loss** or liability connected in any way with:

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

G. Seepage, pollution and contamination

This policy does not insure **loss**, liability, prosecution or expense of any type in connection with seepage, pollution or contamination.

H. Terrorism

This policy does not insure any **loss**, liability, prosecution or expense 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**.

I. War

This policy does not insure 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.

J. Unlawful substances

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

1. the **unit** is tenanted, and
2. **you**, or the person who manages the tenancy on **your** behalf, has met the **landlord obligations**.

If **you** have, the most **we** will pay for any **event** is:

- (a) \$25,000 for **loss** resulting from chemical contamination, or
- (b) the sum insured for **loss** resulting from fire or explosion.

Managing your claim

A. Your obligations

1. Advise Us

If **you** become aware of any situation that is likely to give rise to a claim, **you** must contact **us** immediately.

2. Minimise The Loss

You must take all reasonable steps to minimise the claim and avoid any further **loss** or liability arising.

3. Notify The Police

You must immediately lay a complaint with the Police if **you** suspect burglary, theft, arson or intentional damage has occurred.

4. Provide Full Information

When **you** make a claim **you** consent to **your** personal information in connection with the claim being:

- 4.1 disclosed to **us**, and
- 4.2 transferred to the Insurance Claims Register Limited.

You must:

- (a) give **us** free access to examine and assess the claim, and
- (b) send any relevant correspondence or documents to **us**, and
- (c) complete a claim form and/or statutory declaration to confirm the claim if **we** request it, and
- (d) provide any other information, proof of ownership or assistance that **we** may require at any time.

5. Be Truthful

If **your** claim is dishonest or fraudulent in any way, **we** may:

- 5.1 decline **your** claim either in whole or in part, or
- 5.2 declare this policy or all policies **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

6. Do Not Admit Liability

You must not:

- 6.1 admit **you** are liable, or
- 6.2 do or say anything that may prejudice **our** ability to defend the claim against **you** or take recovery action in **your** name.

7. Do Not Dispose Of Property

You must not dispose of any property involved in **your** claim until **we** have given **you** permission to do this.

8. Incurring Costs

All costs claimed for under this policy must be necessarily and reasonably incurred.

You are not authorised to start any repairs without **our** permission unless the repairs are necessary to prevent further **loss** or liability.

B. Managing your claim

1. Subrogation

Once **we** have accepted any part of **your** claim under this policy, **we** may assume **your** legal right of recovery.

If **we** initiate a recovery **we** will include **your excess**, and any other uninsured losses suffered by **you**. Where **we** do this, **you** agree to pay **your** proportional share of the recovery costs, and subsequently the proceeds of the recovery will be shared on the same proportional basis, except that **we** will reimburse **your excess** first.

2. Defence Of Liability Claims

After **you** have made a claim, **we** have the sole right to:

- 2.1 act in **your** name and on **your** behalf to defend, negotiate or settle the claim as **we** see fit (this will be done at **our** expense), and
- 2.2 publish a retraction or apology (in the case of defamation proceedings).

We may appoint **our** own lawyers to represent **you**. They will report directly to **us**.

3. Discharge Of Liability Claims

We may elect at any time to pay **you**:

- 3.1 the maximum amount payable under the policy, or
- 3.2 any lesser sum that the claim against **you** can be settled for.

Once **we** have paid this (plus any defence costs already incurred) **our** responsibility to **you** under the policy is met in full.

General conditions

A. How we administer this policy

1. Cancellation And Modification

1.1 By You

You may ask **us** to cancel or modify this policy at any time. **We** must agree in writing to any modification before it will take effect.

1.2 By Us

We may cancel or modify this policy by advising **you** and every mortgagee by letter. Cancellation or modification will take effect at 4.00pm, on the 30th day after the date of **our** advice.

We will refund the proportion of unused premium paid, calculated from the date of cancellation.

If **you** pay **your** premium by instalments, **you** must pay **us** any unpaid instalments that are due.

2. Other Insurance

You must notify **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy.

If **you** or anyone else who can claim under this policy can claim under any other insurance, **we** will only pay over and above the limit payable by the other insurances.

3. Currency

All sums in this policy wording (including any attachments) and in the **schedule** are specified in New Zealand dollars.

4. Separate Insurance (Cross Liability)

If more than one person or entity is insured by this policy, then all the parties are insured separately (as though a separate policy had been issued to each person/entity).

However, the maximum amount **we** will pay to all parties is the amount stated in the 'Basis of Settlement', subsequent attachments or **schedule**.

5. GST

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

- 5.1 all sums insured exclude GST, and
- 5.2 all sub limits exclude GST, and
- 5.3 all excesses include GST, and
- 5.4 GST will be added, where applicable, to claim payments.

6. Monthly Premiums

If **you** choose to pay the premium monthly, then:

- 6.1 **you** must use the deduction authority **we** require, and
- 6.2 this policy is for the initial **period of insurance** starting on the 'From' date and ending on the 'To' date shown in the **schedule**.

The policy will be renewed for further monthly periods of insurance (as indicated in the **schedule**) by payment of each monthly premium due under the Deduction Authority.

B. Laws & acts that govern this policy

1. Acts Of Parliament

Where this policy refers to any Act of Parliament, it also includes any sub-ordinate legislation made under it, and any subsequent Acts or Regulations.

2. Disputes About This Policy

The law of New Zealand applies to disputes about this policy, and the New Zealand Courts have exclusive jurisdiction.

3. Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1977 and 1985.

C. Your obligations

1. Comply With The Policy

You (and any other person or entity **we** cover) must comply with the conditions of this policy at all times. If **you** fail to comply, **we** may, at **our** sole discretion, not pay **your** claim.

2. Proprietor And Mortgagee Details

You must inform **us** and keep **us** informed in writing, of the name and address of every **individual proprietor** and every mortgagee of each **unit**.

3. Provide Accurate Information

You must make sure all statements and representations that are made to **us**, at any time, either by **you** or anyone else, are truthful and complete.

4. Reasonable Care

You must take reasonable care at all times to avoid circumstances that could result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.

5. Change In Circumstances

You must tell **us** immediately if there is a material:

- 5.1 increase in the risk insured, or
- 5.2 alteration of the risk insured.

Once **you** have told **us** of the change, **we** may then cancel or alter the premium and/or terms of this policy.

If **you** fail to notify **us** about a change in the risk insured, **we** may:

- (a) declare this policy unenforceable, or
- (b) decline any subsequent claim either in whole or in part.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

*For avoidance of any doubt, information is 'material' where **we** would have made different decisions about either:*

- (i) accepting **your** insurance, or
- (ii) setting the terms of **your** insurance,

*if **we** had known that information. If in any doubt, notify **us** anyway.*

Definitions

The definitions apply to the plural and any derivatives of the words.

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

accident

unexpected and unintended by **you**.

act of terrorism

Includes any unlawful 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:

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

actual value

the reasonable cost to repair or replace an item in New Zealand, that is of comparable age, quality and capability, and is in the same general condition.

annual period

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

application

the information provided to **us** when this insurance was applied for and purchased.

building

all the **units** and common areas, at the situation shown in the **schedule**, including any:

- garage, carport, domestic glasshouse or domestic outbuilding within the residential boundaries of the property on which the building is situated, and
- wall (including garden and retaining walls), deck, gate, or fence within the residential boundaries of the property on which the building is situated, and
- driveway or bridge, which is of permanent construction and provides sole and immediate access to the building or any **unit**, and
- patio, path, paving, tennis court or other permanent domestic structure, and
- carpet or floor covering permanently glued to the floor, and
- kitchen stove and hob, range hood and any other permanently wired or plumbed building appliance, and
- water tank, septic tank, heating oil tank, or swimming pool of permanent construction, and
- spa pool if permanently plumbed,

that **you** own and that is at the situation shown in the **schedule**.

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

It does not include any:

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

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 useable 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.

event

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

excess

this is the amount of **your** claim that **you** must pay. The amount of the excess is shown in either the **schedule** or in this policy wording.

hidden gradual damage

hidden rot, hidden mildew or hidden gradual deterioration, caused by water that leaks, overflows or is discharged from any internal:

- tank that is plumbed into the water reticulation system of the **buildings** and is permanently used to store water, or
- water pipe, or
- waste disposal pipe, installed at the **buildings**.

immediately preceded by

The **event** occurring immediately in sequence prior to the **loss**.

If there is a chain of events, this will be the last event occurring immediately prior to the loss.

individual proprietor

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

injury

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

landlords contents

any:

- fixture or fitting including drapes and light fittings, and
- household goods such as washing machines, dryers, refrigerators, freezers, dishwashers and heaters, and
- carpet or floor covering that is not glued to the floor, and
- domestic garden appliance (including their parts and accessories),

that are owned by or hired to **you** (provided that **you** are legally liable under the hire agreement), and are provided to a tenant as chattels under a lease agreement.

It does not include any:

- personal effects, or
- livestock, domestic pet or other creature, or
- carpet or floor covering that is glued to the floor, or
- watercraft or outboard motor and their parts or accessories that are in it or attached to it, or
- motor vehicle, motor cycle, motor scooter, trailer or caravan and their parts or accessories that are in it or attached to it, or
- aircraft or other aerial device and their parts or accessories that are in it or attached to it.

landlord obligations

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

- exercise reasonable care in the selection of **tenant(s)** by at least obtaining satisfactory written or verbal references, and
- complete an internal and external inspection of the property at a minimum of 3-monthly intervals and upon every change of **tenants**, and
- keep a written record of the outcome of each inspection, and provide to **us** a copy of the record if **we** request it.

loss

physical loss or physical damage.

machine

Any device that:

- (a) converts and directs motion or energy, or
 - (b) performs any electronic process,
- including any protective component connected with that device.

period of cover

the period of cover shown in the **schedule**.

present value

the reasonable cost to repair or replace, less an allowance for depreciation based on age, condition, and deferred maintenance.

schedule

the latest version of the schedule that **we** issued to **you** for this policy.

tenant

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

unit

each self-contained part of the **buildings** designated for separate residential occupancy.

vehicle

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

we

State, a business division of IAG New Zealand Limited.

you

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

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