



# WELCOME TO STAMFORD INSURANCE

## About Us

Stamford Insurance Ltd is a Registered Financial Adviser and a leading provider of Insurance to the building industry.

Since 2014 we have specialised in Building Warranty Insurance 'BWI', and our policies continue to offer New Zealanders the widest defects cover available, backed by the security of one of the World's leading insurers. Stamford is owned and managed by insurance professionals with many years' experience, and we are committed to delivering outstanding cover and service.

Your insurer is Pacific International Insurance Pty Ltd.

## About Pacific International Insurance

Stamford issues policies on behalf of Pacific International Insurance Pty Ltd ('Pacific International'), an insurer licensed with the Reserve Bank of New Zealand.

Pacific International has been helping New Zealanders protect what is important to them for over 20 years and has a financial strength rating of 'B++ Good' from the rating agency AM Best.

All our Building Warranty Policies are also reinsured with one of the World's top 5 reinsurers, a specialist in Latent Defects Insurance, which has a financial strength rating of "A+ Superior" from AM Best.

The AM Best Company financial strength rating scale is:

A++, A+ (Superior)	A, A- (Excellent)
B++, B+ (Good)	B, B- (Fair)
C++, C+ (Marginal)	C, C- (Weak)
D (Poor)	E (Under Regulatory Supervision)

## What you are covered for

- For the first 2 years you are insured against Damage caused by any Defect in the design, materials, or workmanship of your home
- For a further 8 years you are insured against Major Defects and failure of the waterproof envelope

## What you are not covered for

- Damage that is not related to a Defect in the design, materials, or workmanship of your Home
- Alterations or changes that have occurred after Your Dwelling has been built
- Landscaping works
- Events traditionally insured under a normal Home Policy
- A number of other standard exclusions explained in the policy wording





## FREQUENTLY ASKED QUESTIONS

### What am I covered for?

Once we have received the **Code Compliance Certificate**, Our policies cover **All Defects** for 2 years from the date of **Practical Completion** and **Major Defects** including failure of the waterproof envelope for a further 8 years due to:

- Defective design or specification
- Failure of products and materials
- Defective workmanship.

### What are the Benefits?

- It is a first response policy
- It adds value to your property.

### Who is insured under the Policy?

The Policy covers the owner of the building or the Body Corporate on behalf of each owner.

### Do I have to pay an annual premium?

No, the single premium has been paid for the full 10 years, subject to adjustments explained elsewhere.

### Does the cover keep pace with inflation?

Yes, the sum insured is index-linked to a maximum of 5% p.a.

### What happens when a property is sold?

The policy can be transferred to the new owner (an administration fee applies). Please email Stamford Insurance to request a Deed of Assignment

### Are there any conditions or exclusions that apply?

Yes, please refer to the Building Warranty Policy document for further details on the conditions and exclusions that apply.

### Is the Policy still valid once the repairs have been carried out?

Yes, the building is still covered by Pacific International for the balance of the 10 years.

### How does the claim process work?

- During the first two years of the policy, the **Policyholder** should contact the Builder or Developer who built the dwelling and ask them to rectify any defects. If they fail to rectify the defect or do not respond, please contact Stamford Insurance.
- During **Structural Insurance period**, the Policyholder should notify Stamford Insurance of a possible claim.





## ABOUT THIS DOCUMENT

**Stamford Insurance Building Warranty Insurance policy is specifically designed for newly built and renovated homes.**

**It provides protection against defects for 10 years.**

This document contains the terms and conditions, and it is a legal agreement between you, the Builder and/or Developer and us.

We recommend that you read this document, as it will give you the information you need to help you understand what protection you have. If you are not sure about anything in this document, you can contact us to check what protection you have for your home.

Issued by Pacific International Insurance Pty Ltd.

## HOW YOUR POLICY WORKS

Your insurance contract consists of the Policy Wording and the Certificate of Insurance and they are designed to be read together. The Initial Certificate is issued to confirm our intention to provide cover on satisfactory completion of the project. When the project is completed, you must provide us with the **Code Compliance Certificate**, and we will then issue the **Final Certificate** to bring the policy into effect. If we do not receive the **Code Compliance Certificate**, no cover applies. If there is a conflict between the information in the **Final Certificate** and the policy, the certificate takes priority over the policy.

Please check your Certificates to make sure that we have the correct information. If you need clarification or need to make any amendments, please contact us.

### CONTACT US

0800 927 0100

[info@stamfordinsurance.co.nz](mailto:info@stamfordinsurance.co.nz)

3/106 Bush Road, Rosedale,  
Auckland 1010

PO Box 305228, Triton Plaza, Auckland  
0757



# INITIAL CERTIFICATE

<b>Policy Number</b>	BWP0001090_TR0055167/2021/033
<b>Address</b>	64 Atkin Avenue, Mission Bay, Auckland
<b>Date of issue</b>	21 January 2022

<b>Developer</b>	Atkin Eight Limited
<b>Builder</b>	Atkin Eight Limited
<b>Policyholder</b>	Individual owners to be advised
<b>Interested Party</b>	
<b>Anticipated Building Works Period</b>	01/01/2021 - 30/09/2022
<b>Period of Insurance</b>	21/01/2022 - 30/09/2032

<b>Estimated Sum Insured (incl. GST)</b>	\$5,350,000.00
<b>Excess per housing unit</b>	\$2,500.00 each and every claim

<b>Removal of debris</b>	5%
<b>Fees</b>	5%
<b>Alternative Accommodation</b>	\$25,000.00

Issued by Pacific International Insurance Pty Ltd  
AIA Building, Level 16, 5-7 Byron Avenue, Takapuna, Auckland, 0740, New Zealand



**STAMFORD  
INSURANCE  
10 YEAR BUILDING  
WARRANTY  
INSURANCE POLICY**



**Issued by Pacific International Insurance Pty Ltd**

AIA Building, Level 16, 5-7 Byron Avenue, Takapuna, Auckland, 0740, New Zealand



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## MEANING OF KEYWORDS

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 in the Glossary on page 11.

### WHAT YOUR RESPONSIBILITIES ARE

Here is a list of what you must do.

1. You must provide us with all relevant information that may influence a prudent insurer's decision to offer Insurance or the terms and conditions of that offer.
2. You must notify Stamford Insurance if there is any material change in circumstances or the **dwelling** undergoes any structural alterations or structural additions during construction. As a result of these changes **The Insurer** may
  - change your policy terms and make alterations to your premium;
  - reduce cover or change limits; or
  - cancel your Policy.
3. You must act with good faith and provide full and accurate information and answer all questions honestly and completely.
4. You must provide us with the **Code Compliance Certificate** at completion to bring the policy into effect.
5. You must provide us with reasonable access to the dwelling for inspection and undertake any works required. If permission is unreasonably withheld, you will be liable for any additional costs caused by the delay in carrying out those works.

### Breaches of your Policy

If you do not comply with your obligations, we can decline any claim and recover any claims payment already made. We can also cancel or avoid this Policy. If we cancel, we will give you seven 'days' notice sent, emailed or posted to your last known address on our records. If we do this, we will refund your unused premium.

If we avoid your Policy, it will be treated as if it had never been taken out. You will have to refund any claims payments we have previously paid to you. If we do this, we will email or post notice of this decision to your last known address on our records. We will refund your entire premium paid less any claims already paid.

### Recovering from other parties involved

We are entitled to take control and settle any claim and to take proceedings at our expense but in the name of the **Policyholder** to secure compensation from any third party in respect of any loss or **damage** covered by this Policy.

# HOW TO MAKE A CLAIM

To claim on your insurance policy, contact Stamford Insurance either by phone or by emailing us referring to your Policy number, address and contact number.

## WHAT YOU NEED TO DO

You need to take all reasonable steps to minimise loss and damage to your dwelling.

### What to do during the first two years

- During the first two years of the Policy, the Policyholder should contact the **Builder** or **Developer** who built the dwelling and ask them to rectify any **Defects**. If they fail to rectify the Defect or do not respond, please contact Stamford Insurance.

### What to do during years 3-10

- During the **Structural Insurance period**, the Policyholder should notify Stamford Insurance of a possible claim.

We will not be liable for any loss or damage where you have not notified Stamford Insurance within 60 days of first becoming aware of it.

If the Builder or we ask you to, you must

- allow access to your dwelling and your land during regular working hours to carry out investigations and work.
- allow us to take full conduct of any proceedings on behalf of you, and you must provide all information and assistance, which we may reasonably require.
- pay the **Excess** stated in the **Initial Certificate** or **Final Certificate** for every identifiable cause of loss or damage.

We may ask you to carry out some initial investigations, such as:

- send us photographs of the problem
- send us a report about the problem, confirming its cause. For example, for a blocked drain, we may ask you to get a report from a drainage specialist. If we accept your claim, we will refund your reasonable expenses of providing the report.

## HOW WE CALCULATE WHAT WE HAVE TO PAY

If we pay for a claim you make, we will calculate the amount we will pay based on the amount it will cost us to have the work done.

However:

- We will not pay more than a reasonable amount.
- We will not pay to replace an undamaged item because it does not match a replacement item provided.
- We will not be responsible for costs resulting from your unreasonable delay in making a claim nor from failure to observe any of the requirements in the 'What you need to do' section above.
- The most we will pay during the **Period of Insurance** is the **Limit of Liability**.

### What about shared or Community Property

The maximum we will pay for any claim relating to **Community Property** will be the amount that you are legally liable for as joint owner.

### What if I received or withheld a payment

Should you withhold, retain or receive back any payment as part of a claim from the Developer or Builder we are entitled to deduct this amount from any payment to you.

### What will Stamford Insurance do to fix a Defect

In the event of a claim, we have the option of either paying the cost of the repair, replacement or rectifying works or arranging to have the works carried out.



## COVER WE PROVIDE AFTER THE DWELLING IS COMPLETED

### COVER FOR DEFECTS DURING THE DEFECTS INSURANCE PERIOD

If during the first 2 years after Practical Completion, you discover a Defect, the Developer or Builder is required to

- repair or replace the Defect as soon as is practical, and
- reimburse you for reasonable costs, including alternative accommodation if you or the occupants have to vacate the dwelling for health and safety reasons, directly associated with the Defects or while the works are carried out.

### What happens if the Developer or Builder fails to repair or replace the Defect

If the Developer or Builder fails to repair or replace the Defect, please contact Stamford Insurance.

- We will offer a free resolution service, and if the Developer or Builder still does not repair or replace the Defect after the resolution service, you are covered under the Policy for the cost of repairing or replacing the Defect, or
- If the Developer or Builder has become bankrupt or has gone into receivership/liquidation, the policy provides cover for the cost of repairing or replacing the Defect.

### Our resolution service

Our resolution service is designed to help resolve disputes that may arise between you and your Developer/Builder about what work needs to be done by the Developer/Builder to meet their responsibilities under the Building Act 2004, the MBIE Guide to Tolerances 2015 and any other subsequent or enabling legislation.

If you agree to us providing our resolution service, we will contact the Builder about the problems you reported to Stamford Insurance. If the Builder still does not resolve these problems to your satisfaction and you tell Stamford Insurance, we will investigate and then tell you and the Builder in a written resolution report what work, if any, the Builder must do to meet their responsibilities. We may appoint an independent Quality Surveyor to investigate and provide an independent report.

If you accept our findings, you must allow the Builder reasonable access to your dwelling (on weekdays, during their normal working hours) to complete the required work.

If the Builder has not met their responsibilities under the Building Act, a resolution report will confirm that they must undertake work to ensure they do so, but it will not describe the work in detail. If the Builder is unable to meet the timescales we set, they must let Stamford Insurance know, and we will consider whether we can give them more time.

### COVER FOR MAJOR DEFECTS DURING THE STRUCTURAL INSURANCE PERIOD

You are covered for the cost to repair or replace defective elements that have been affected by a **Major Defect** first discovered and notified by You during the Structural Insurance Period.

### What we will do

We will pay the cost of the remedial works or arrange to have the remedial works carried out, as long as the cost to us is above the Excess, provided always that the liability of the Underwriter does not exceed the reasonable cost of rebuilding each Dwelling to its original specification or the sum insured stated in the Certificate whichever is lower or, if we choose to, we will pay you what it would cost us to have the remedial work done.



## ADDITIONAL BENEFITS YOU ARE COVERED FOR UNDER THE POLICY

**Additional benefits are inclusive of the sum insured stated on the Initial Certificate or Final Certificate.**

### **Additional Costs**

We will cover the additional costs and expenses that are necessarily incurred to comply with Building Regulations or a local authority or other statutory provisions, provided that we shall not be liable for costs that would have been incurred irrespective of the Defect. We will pay up to 5% of the sum insured as stated on the Initial Certificate; this is inclusive of the sum insured stated on the Initial Certificate.

### **Alternative Accommodation**

You or your tenants are covered for reasonable additional costs and expenses for removal, storage and alternative accommodation while the dwelling is uninhabitable due to a Defect or Major Defect while works are carried out up to a limit of \$25,000.

### **Fees**

We will cover reasonable costs for Architects, Surveyors, Legal, Consulting Engineers and other professional fees that are necessary to complete the rectifying work to the dwelling. Costs or fees incurred by You in preparing a claim are excluded. We will pay up to 5% of the sum insured as stated on the Initial Certificate. This is inclusive of the sum insured stated on the Initial Certificate.

### **Removal of Debris**

All reasonable costs incurred with our approval for the demolition and removal of debris that formed part of the dwelling. We will pay up to 5% of the sum insured as stated on the Initial Certificate. This is inclusive of the sum insured stated on the Initial Certificate.



## WHAT WE DO NOT COVER UNDER THE POLICY

**There is no cover for the following under the Policy.**

### Additional exclusions

Adjustment of doors following fitting of carpets, floor coverings and flooring.

### Airborne and impact sound

The Builder's failure to comply with the requirements of the Building Code for the prevention of undue noise transmission in the dwelling.

### Alterations after the Final Certificate has been issued

Any loss or damage due to, or arising from, any alteration, modification or addition to the Dwelling after Practical Completion unless We have been informed and this policy has been endorsed, and any applicable additional premium has been paid to us.

### Appliances

Inherent defect to appliances or plumbing works not permanently attached, plumbed, or wired into the dwelling.

### Asbestos

It is agreed that this policy shall not apply:

- to any liability for property damage, personal injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust;
- to any obligation of the Insured to indemnify any party because of damages arising out of such property damage, personal injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust; and
- to any obligation to defend any suit or claim against the Insured alleging personal injury, or property damage and seeking damages. If such suit or claim arises from personal injury or property damage resulting from or contributed to, by any and all manufacture of, mining of, use of, sales of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibres or asbestos dust.

### Certificate Exclusion

Any matter notified to us by the **Technical Inspection Service** and referred to in the Final Certificate or recorded in the **Certificate of Practical Completion** until rectified and approved in writing by us.

### Change in Colour & Aesthetics

Any change in colour, texture, efflorescence, opacity or staining or other ageing processes to any element of the dwelling, including the inability to match new materials to existing, colours and finishes in remedial work.

### Communicable Disease

- This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - for a Communicable Disease, or
  - any property insured hereunder that is affected by such Communicable Disease.
- As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.



### Consequential or Indirect Loss

Any consequential or indirect loss of any description except as specifically provided for in this Policy, and in particular, there is no cover for:

- costs arising from inconvenience or distress
- loss of enjoyment
- consequential losses of any kind
- loss of income or business opportunity
- legal costs or expenses arising either directly or indirectly as a result of the events or circumstances that led to the claim.

### Contamination

Any pollution, mould, contamination or pathogen unless it is a direct result of a Defect or Major Defect that is covered under the Policy.

### Contractual disputes

Any contractual disputes between you and the Developer or Builder and any issue regarding the specification of items.

### Covenants

Any breach of a covenant affecting the **Policyholder's Land**.

### Deterioration or Wear and Tear

- wear and tear
- shrinkage, thermal movement (expansion and contraction as a result of temperature changes) and movement between different types of materials
- minor cracking and crazing
- scratching, chipping, staining, fading, efflorescence, changes in colour, opacity or texture, squeaking or creaking
- abnormal use of the Dwelling or the imposition of any load greater than that for which the Dwelling was designed or the use of Dwelling for any purpose other than that for which it was designed unless the Underwriter has been informed, the Certificate of Insurance endorsed and any applicable additional premium paid to the Underwriter
- the inability to match materials, colours or finishes in remedial works or between remedial works and existing works when remediation is being or has been undertaken, including remediation undertaken as a result of a claim under this policy.

### Existing Damage

Any damage which was evident at the time you purchased the dwelling and which was not repaired at the beginning of the **Defects Insurance Period**.

### Gradually Occurring Damage

Any gradual deterioration unless that damage is a direct result of a Defect or Major Defect in the design, workmanship, materials and components of the dwelling.

- This endorsement applied to all coverage extensions, additional coverages, exceptions to any exclusions and other coverage grant(s).

### Humidity

Any dampness or condensation that are not a direct result of the ingress of water caused by a Defect or Major Defect in the design, workmanship, materials and components of the dwelling.

### Ingress of water

There is no cover for:

- Damage related to the ingress of water below ground floor slab level, and
- The ingress of water during the first 12 months following the date of Practical Completion for dwellings four stories or more.

### Landscaping

Damage to external landscaping or garden features.

### Legal Liabilities

There is no cover for any legal liabilities that the Policyholder may have to other parties because of the use or ownership of the dwelling, including contractual disputes, fines or penalties.

### Non-Agreed Remedial Work

Any work to correct a Defect which is undertaken without Our consent, other than such work as is necessary to prevent further damage as prescribed in section "How to make a claim - What you need to do" of this policy.

### Other Insurance

Where the loss or damage under this Policy is also covered by any other policies of insurance or indemnity agreements, we shall only provide cover over the amount which you are entitled to under the other indemnity agreements.

### Personal Injury

Any costs, expenses or damages for death, bodily injury, disease, illness or injury to mental health.

### Pets or Pests

There is no cover for any loss or damage caused by or arising from or involving the actions of vermin, rodents, possum, insect infestation or domestic pets.



### Pre-existing Defect

We do not provide cover for any latent or inherent defects in the existing dwelling structure. This exclusion shall not apply to damage to the existing Structure caused by a Defect in the works constructed or installed by the Builder under the **Building Contract**.

### Prior Knowledge

Any knowledge you have that would trigger a valid claim under the Policy but which you were aware of before purchasing the dwelling.

### Property Cyber and Data

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- Cyber Loss
- loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

- Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- Cyber Incident means:
  - any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

- Computer System means:
  - any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- Any weapon or device employing atomic or nuclear fission and/or fission or other like reaction or radioactive or matter.
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- Any chemical, biological, biochemical or electromagnetic weapon.

### Seepage

Loss or damage caused by water entry, dampness or condensation to basement areas where the Structure is not affected.

### Significant Variations

Variations to the Building Contract totalling more than 10% (ten per cent) of the Contract Price, or otherwise expressly agreed by us.

### Special Perils

Loss or damage caused by or arising from fire, lightning, explosion, **Natural Disaster**, typhoon, hurricane, cyclone, storm, hail, flood, malicious persons, theft, attempted theft, impact, accidental cause, or appliance warranty.



### Subsidence or Settlement, Drying out, Shrinkage

- Loss or damage caused by or consequent upon bedding down, shrinkage or drying out of the Dwelling.
- Loss or damage caused by or consequent upon subsidence, seepage, settlement, heave or landslip unless such loss or damage is as a result of a Defect or Major Defect in the design, workmanship, materials or components of the dwelling.

### Third Parties

Damages payable to third parties, compensation or criminal expenses arising out of or in connection with contamination in, or under the Policyholder's Land.

### Undamaged Parts

This policy does not cover the cost of replacing or changing undamaged items or parts of items forming part of the Housing Unit which belong to a set or suite, or which have a common design or use when the loss or damage relates to a specific part or part of an item or to a clearly defined area.

### Unfinished Works

Loss or damage due to or arising from any unfinished building works which are completed after Practical Completion.

### War Risks

Loss, damage, cost or expense resulting from war, invasion, rebellion, nuclear radiation, or expropriation, confiscation or nationalisation by or under the order of any Government, Public, or Local authority.

### Water damage from planned ingress of water

There is no cover for damage resulting from the planned ingress of water into the internal Structure.

### Wilful Acts

- Damage caused by any wilful neglect or criminal act of the Policyholder or any other party.
- Deterioration caused by your neglect or failure to carry out routine or specific maintenance.
- Damage or any Defect in the design, workmanship, materials or components of the dwelling which were not part of the original works.
- Any damage in connection with you violating any applicable economic or trade sanction law or regulations of the UN or the New Zealand Government and any other applicable national or economic or trade sanction law or regulation.

### Worldwide Terrorism Exclusion Clause

All loss, liability, damage, costs, expenses, or legal expenses of whatsoever nature directly or indirectly caused by, resulting from, or in any way connected with or arising out of any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss is entirely excluded.

Act of Terrorism includes any act, or preparation in respect of action, including but not limited to the use of force or violence and/or the threat thereof, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to:

1. the intention to influence or affect the conduct of any government (de jure or de facto); and/or
2. to put the public, or any section of the public in fear; and/or
3. to commit violence or threaten violence against one or more persons (whether legal or natural); and/or
4. damaging tangible or intangible property; and/or
5. endangering life; and/or
6. creating a risk to the health or safety of the public or a section of the public; and/or
7. an act designed to interfere with or disrupt an electronic system.

This endorsement also excludes loss, liability, damage, cost, expenses or legal expenses of whatsoever nature directly or indirectly resulting from, caused by or in connection with any action or decision of a government agency or other entity to prevent, control, respond to or terminate or in any other way relating to actual or alleged Acts of Terrorism. Such loss, liability or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, liability or damage.

If the **Insurer** alleges that by reason of this exclusion clause any loss, liability, damage, cost or expense is not covered the burden of proving the contrary shall be upon the **INSURED**.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



## OUR GLOSSARY

The words in this Glossary have the following meanings throughout the Policy.

### Aggregate Excess

The amount shown in the Initial Certificate that the Body Corporate must pay towards the cost of any claim for common property or the maximum the body corporate must pay if the combined individual unit Excesses exceed that amount.

### Builder

The person, firm or company, referred in the Initial and Final Certificate who is responsible for building your dwelling.

### Building Contract

The contract or agreement between the Developer and the Policyholder in respect of the construction of the dwelling at the new Development.

### Certificate of Practical Completion

The Certificate issued by the Builder / Developer or Stamford Insurance confirming the date of **practical completion** and any outstanding defects.

### Code Compliance Certificate

The Certificate issued by the local authority on the completion of the Dwelling.

### Community Property

Those parts of a multi-ownership building for common or general use, for which the Policyholder has joint ownership responsibility or access.

### Damage

The cost of:

- remedying the Defect; and
- remedying any physical damage to the Dwelling as a direct consequence of the Defect.

### Defect

Any defect in the dwelling or in the Waterproof Envelope which is attributable to a defect in design, plan, specification, workmanship or materials which was undiscovered at the date of issue of the Certificate of Practical Completion.

Failure to follow the standards within the Building Code and Building Standards, or associated guidance does not in itself amount to a Defect, as it may be possible to meet the recommended performance in other ways.

### Defects Insurance Period

The period commencing on the date of the Certificate of Practical Completion or Code Compliance Certificate (whichever is earlier) specified in the Final Certificate and ending 2 years after that date.

### Developer

The person, firm or company, who registers the Development and from whom the Policyholder acquires the dwelling or who undertakes the work of building the dwelling for the Policyholder by way of a Contract.

### Development

A dwelling or group of dwellings located at the site noted on the Initial Certificate.

Development does not include any other building works other than the dwelling described in the Initial Certificate.

### Dwelling

The newly built home, unit or renovated dwelling and any garage or other permanent out-buildings included in the Building Contract

Comprising

- The Structure – which shall mean the:
  - Foundations
  - Load-bearing parts of floors, staircases and associated guard rails, walls and roofs, together with load bearing retaining walls necessary for the stability of the Structure
  - Chimneys and Flues
- The Waterproof envelope - which shall mean the:
  - ground floors
  - external walls
  - roofs
  - skylights
  - windows
  - doors
  - any external finishing surface necessary for the water-tightness of the external envelope.
- Other works – which shall mean the:
  - Floor decking and screeds, where these fail to support normal loads
  - Fittings and fixtures

**Dwelling does not include any:**

- swimming pool
- temporary structure
- household appliance
- fence
- garden or landscaping
- retaining or boundary wall not forming part of or providing support to the Structure



- any path or roadway not providing access for the disabled
- patios or similar land improvements
- main supply services
- drains supplied by a public utility
- septic tank systems
- farms or solar
- wind electrical generating systems
- and anything not included in the Building Contract.

### Excess

The Excess is the amount you must pay towards the cost of any claim you make. An excess applies to each event resulting in a claim. If the claim is in respect of **Community Property** the excess is the amount stated in the certificate calculated as the excess per unit multiplied by the total number of units.

### Final Certificate

The Certificate issued by Stamford Insurance after receiving the Code Compliance Certificate.

### Initial Certificate

The Certificate issued by Stamford Insurance at the inception of the Policy signifying their agreement to provide cover for Insurance from the date of Practical Completion.

### Limit of Liability

The limit of liability is the maximum amount the insurers will pay for all claims under this policy during the period of insurance. The limit is stated as the sum insured shown on the certificate.

### Major Defect

Any defect in the design, workmanship, materials or components of:

- the Structure of the dwelling; or
- the Waterproof Envelope  
and which:
- affects or causes physical damage to the dwelling for which a Code Compliance Certificate has been issued and which is first discovered by you during the Structural Insurance Period, or
- causes the need for immediate remedial action to prevent destruction or physical damage to the dwelling and which is first discovered by you during the Structural Insurance Period.

### Natural Disaster

An earthquake, natural landslip, volcanic eruption, hydrothermal activity, tsunami or natural disaster fire, as defined in the Earthquake Commission Act.

### Period of Insurance

The period specified in the Final Certificate for the dwelling. The policy start date is the date of Practical Completion or issue of the Code Compliance Certificate, whichever is the earlier date.

### Policyholder

The owner of the dwelling, which is the subject of this Insurance, and any mortgagee or lessor whose interest is noted on the Initial Certificate or Final Certificate or a Body Corporate entity that represents all the unit owners within a unit titled property on the Policyholder's Land.

### Policyholder's Land

The area of ground that surrounds and supports the dwelling and which was purchased by the Policyholder with the dwelling at the same time as the Building Contract was entered into or completed or that was owned by the Policyholder when a Building Contract was entered into.

The definition of Policyholder's Land also includes any land at the Development that the Policyholder has specific legal responsibility for as noted in the Building Contract.

### Practical Completion

Is the date the dwelling is finished, except for minor defects or incomplete works that do not prevent you from living in your dwelling.

### Structural Insurance Period

The period specified in the Final Certificate for each dwelling as being Years 3 to 10 following the Defects Insurance Period.

### Sum Insured

The Sum Insured is the Construction Cost disclosed by the Builder or Developer at completion. It is also the Insurer's aggregate limit of liability for all claims under this policy in the period of insurance.

### Technical Inspection Service

The technical inspection of the works during construction to ensure that they are built following the consented plans approved by the consent authority and following the Building Code. These technical inspections may be carried out by:

- The consent authority's inspectors;
- A suitably qualified professional team approved by us and appointed by the Builder or Developer; or
- The party appointed by us at your expense (or the Builder's or Developer's expense), to provide such examination of plans, specifications, bills of quantities and other documentation concerning the works and such inspections as we and the Technical Inspection Service require.

### The Insurer, We, Us or Our

Pacific International Insurance Pty Ltd.

### You and Your

The Policyholder.





# INSURER FINANCIAL STRENGTH RATING

## The Insurer is

**Pacific International Insurance Pty Ltd**

AIA Building, Level 16, 5-7 Byron Avenue, Takapuna, Auckland, 0740, New Zealand.



Pacific International has a financial strength rating of 'B++ Good'. The rating is reviewed by AM Best on an annual basis, with the rating scale outlined below.

Pacific has arranged reinsurance with one of the World's top 5 reinsurers which has a financial strength rating of A+ Superior from AM Best.

The AM Best Company financial strength rating scale is:

**A++, A+ (Superior)**

**B++, B+ (Good)**

**C++, C+ (Marginal)**

**D (Poor)**

**A, A- (Excellent)**

**B, B- (Fair)**

**C, C- (Weak)**

**E (Under Regulatory Supervision)**

For more information, please visit [AM Best Ratings](#).

## Privacy Policy

We are committed to safeguarding your privacy and the confidentiality of your information. We will only request information from you, which is relevant to the insurance policy and will only disclose that information to the insurers and other third-party business partners who are working with us.

The information you provide will be stored physically or electronically (including via cloud storage) by us, our partners in New Zealand or elsewhere. We will take reasonable steps to ensure that any personal information that we collect is stored securely.

This document contains the terms and conditions, and it is a legal agreement between you and us. The collection of this information is required and your duty to disclose all material facts relevant to the Insurance. Failure to provide this information may result in your policy or claim being declined, or your Insurance being void. You have rights to access and correct this information subject to the provisions of the Privacy Act 1993.





## GENERAL INFORMATION

### **New Zealand Law**

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

### **New Zealand Currency**

All amounts referred are expressed in New Zealand currency and include Goods and Services Tax (GST) and all other taxes unless otherwise stated. All claims will be paid in New Zealand currency.

### **Inflation Protection**

The Limit of Liability referred to within the Final Certificate will be separately increased in line with the Statistics New Zealand Residential Building Price Index or 5% per annum compound, whichever is the lesser, on each anniversary of the commencement of the Defects Insurance Period. For any claim settlement, the Limit of Liability shall be the adjusted limit at the time of discovery.

### **If you want to cancel the Policy**

You have the right to cancel this Policy within 14 days of receiving Your policy documents. If you wish to do so, advise Stamford Insurance in writing, a return of the premium will be made to the party who paid the premium, less any administration fee.

### **If you have a concern**

If you wish to make a complaint or find out how to make a complaint, about the Policy, our service or a decision we have made, please contact Stamford Insurance on 09 927 0100 or email at [info@stamfordinsurance.co.nz](mailto:info@stamfordinsurance.co.nz).

If we have given you our final response and you are still dissatisfied, you may refer your case to an independent review process such as the Financial Services Complaints Ltd.

#### **Financial Services Complaints Ltd**

PO Box 5967  
Lambton Quay  
Wellington 6145  
Tel: 0800 347 257