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Insurance & Reinsurance 2026

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New Zealand: Law and Practice

Aaron Sherriff, Tanya Wood and Nick Laing
Duncan Cotterill

NEW ZEALAND

Law and Practice

Contributed by:
Aaron Sherriff, Tanya Wood and Nick Laing
Duncan Cotterill

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Authors

Aaron Sherriff is a partner at Duncan Cotterill. He specialises in commercial litigation and insurance law, and has particular experience in managing large, complex disputes. Aaron has been in practice for 25 years, and has practised in New Zealand and British Columbia, Canada, exposing him to a wide array of disputes, including insurance, contract, negligence, construction, product liability and director liability. Aaron has acted for liability and general insurers in both New Zealand and Canada, advising on indemnity issues and defending insured claims. He is a member of the New Zealand Insurance Law Association and the Society of Construction Law New Zealand.

Tanya Wood is a partner at Duncan Cotterill. She specialises in insurance, cyber, construction and commercial disputes. She is known in the market for her expertise in defending large complex cases, with particular expertise in civil claims, including construction contract disputes, cybersecurity and first-response claims, liability and defective building claims, and commercial disputes (particularly banking and financial services and securities claims). With over 20 years' experience in advising insurers, brokers and clients on a range of insurance-related matters, she has become a specialist in first-response and triaging claims for insurers.

Nick Laing is a partner at Duncan Cotterill. He specialises in civil and commercial litigation and dispute resolution. He has a particular focus on insurance, medico-legal and alcohol licensing matters. In the insurance sector, he advises insurers and insureds on indemnity and defence issues, with a particular focus on professional liability claims for health professionals and statutory liability defence work. Nick is a member of the New Zealand Insurance Law Association.

Duncan Cotterill

Level 7
Duncan Cotterill House
50 Customhouse Quay
Wellington
6011
New Zealand

Tel: +64 4 499 3280
Fax: +64 4 499 3308
Email: aaron.sherriff@duncancotterill.com
Web: www.duncancotterill.com

1. Basis of Insurance and Reinsurance Law

1.1 Sources of Insurance and Reinsurance Law

Historically, sources of insurance law in New Zealand come primarily from the law of contract, as well as from insurance principles at common law. Certain specific statutes apply to particular types of insurance (for example, the Life Insurance Act 1908 and the Marine Insurance Act 1908). Two other relevant statutes are the following.

- The Insurance Law Reform Act 1977 (ILRA) applies to contracts of insurance. In summary, the Act:
  - (a) regulates misstatements;
  - (b) requires a link between a breach of policy terms and the loss before an insurer can rely on that breach; and
  - (c) stipulates that an insurer can only rely on a time limit for notifying a claim where the insurer has been prejudiced by the late notification.
- The Insurance Law Reform Act 1985 revoked the insurable interest requirement from policies, and regulates the sale of life insurance products to minors.

Parliament recently passed the new Contracts of Insurance Act 2024 (CIA), which consolidates and modernises all of the existing law. The date that the new Act will come into effect is still to be determined.

Reinsurance contracts are generally regulated by the common law.

2. Regulation of Insurance and Reinsurance

2.1 Insurance and Reinsurance Regulatory Bodies and Legislative Guidance

Insurance and reinsurance activity in New Zealand is regulated in terms of both conduct and prudential requirements. New Zealand's Reserve Bank (RBNZ) regulates insurers and reinsurers carrying on insurance business in New Zealand. The Financial Markets Authority (FMA) monitors insurers in relation to the financial advice they give and investment products they sell (including policies of insurance).

Conduct Requirements

Conduct requirements are prescribed by the Financial Markets Conduct Act 2013, which regulates financial advisers providing financial advice relating to insurance policies.

Advisers are required to register on the Financial Service Providers Register (FSPR); see the Financial Service Providers (Registration and Dispute Resolution) Act 2008. The FMA supervises the FSPR.

Insurers providing services to retail customers must be members of an approved dispute resolution scheme. This does not apply to reinsurers.

Life insurance policies must comply with the Financial Markets Conduct Act 2013 (policies sold after 1 December 2014).

Codes of conduct apply to most insurers. Almost all life insurers belong to the Financial Services Council, which has a Code of Conduct that members must comply with. The Insurance Council of New Zealand (ICNZ), of which most major insurers are members, also has a Fair Insurance Code that requires its members to act ethically and to be financially sound.

Prudential Requirements

The Insurance (Prudential Supervision) Act 2010 (IPSA) sets out the regulatory and prudential requirements framework for insurers carrying on business in New Zealand.

Under the IPSA, insurers and reinsurers are treated in the same way, with the regime applying to every "person" carrying on insurance business. A "person" includes a company or association of persons operating or formed in New Zealand. If the "person" meets the registration requirements under the Companies Act 1993, they are also subject to the IPSA regime.

The "carrying on business" test is met if the person acts or has acted as an insurer in New Zealand or elsewhere, and the person must also be liable to a New Zealand policyholder under a contract of insurance.

The RBNZ began a review of the IPSA in 2016, and made recommendations for the modernisation of insurance prudential regulation in December 2024. The New Zealand government has agreed to a set of recommendations to progress an amendment bill to make changes to the IPSA. It is expected that an exposure draft of the IPSA amendment bill will be released for public consultation in the first quarter of 2026. There are four key aspects to the reform:

- a more proactive and intensive approach to supervision;
- greater oversight of overseas insurers;
- enhancing policyholder security; and
- refining the scope of the legislation.

General Regulation

Insurers carrying on business are also subject to corporate tax and company statutes, as well as to consumer protection and anti-money laundering legislation, including as follows:

- the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- the Companies Act 1993;
- the Consumer Guarantees Act 1993;
- the Contract and Commercial Law Act 2017;
- the Fair Trading Act 1986;
- the Financial Reporting Act 2013;
- the Goods and Services Tax Act 1985;
- the Income Tax Act 1994;
- the Tax Administration Act 1994; and
- the Taxation Review Authorities Act 1994.

2.2 Writing of Insurance and Reinsurance

The RBNZ licenses insurers and reinsurers, and applies the IPSA regime (see **2.1 Insurance and Reinsurance Regulatory Bodies and Legislative Guidance**).

A licence is required to carry on insurance business in New Zealand. There are no specifically different licensing requirements between the requirements for writing consumer insurance, SME insurance and corporate insurance.

The insurer must demonstrate to the RBNZ that its governance processes and risk management processes are adequate, and that its directors and senior managers are fit and proper (including the appointed actuary).

The RBNZ can issue a licence subject to conditions.

The IPSA regime exempts overseas insurers from compliance with some provisions where their home jurisdiction imposes solvency and fit-and-proper requirements that are equivalent to those in New Zealand.

There is no distinction in the IPSA regime that applies to the underwriting of excess layers or to reinsurance contracts.

2.3 Taxation of Premium

General (Non-Life) Insurers

Persons carrying on a general (non-life) insurance business in New Zealand are subject to income tax in the same manner as any other taxpayer in business, although specific rules apply to insurers in relation to timing and recognition of income.

General insurance and reinsurance premiums paid offshore to non-resident insurers, with no taxable presence in New Zealand, are taxable at 2.8% of the gross premium amount. Companies or persons paying a premium are treated as being the non-resident insurer's agent and must obtain a separate Inland Revenue Department (IRD) number and account for the tax on the premium income.

Agency obligations also extend to other New Zealand residents – for example, brokers – who may initially collect premiums for payment to a non-resident insurer. If there is any default, the insured person is responsible for the tax.

The following insurers are required to register for and return goods and services tax (GST) at the rate of 15% on premiums charged to persons that are resident in New Zealand, as follows:

- general insurers that operate through a fixed establishment in New Zealand and enter into business-to-business and/or business-to-consumer insurance contracts; and
- non-resident general insurers that enter into business-to-consumer insurance contracts.

However, these insurers are able to recover as a credit the "tax fraction" (three twenty-thirds) of any payments made for claims under those contracts of insurance.

No GST is payable by GST-registered general insurers on reinsurance premiums paid to non-resident reinsurers.

Life Insurers

Life insurance income is generally only taxable in New Zealand to the extent that policies are offered or entered into in New Zealand. The 2.8% of gross premium tax rules that apply to payments of premium to non-resident general insurers do not apply to payments of premium to non-resident life insurers.

Life insurance premiums are exempt from GST, and GST credits cannot be claimed in respect of payments made for claims under contracts for life insurance.

3. Overseas Firms Doing Business in the Jurisdiction

3.1 Overseas-Based Insurers or Reinsurers

Overseas-based insurers and reinsurers are able to carry on business in New Zealand if they are licensed by the RBNZ (see **2.1 Insurance and Reinsurance Regulatory Bodies and Legislative Guidance** and **2.2 Writing of Insurance and Reinsurance**). The RBNZ must be satisfied that the insurer's ownership and governance structures are appropriate for the size and nature of its business.

The RBNZ's Governance Guidelines direct it to consider, as relevant, beneficial ownership of an insurer and whether the insurer is part of a group. The RBNZ can also consider the personal behaviour, business conduct and judgement of the individuals who ultimately own the insurance business (including syndicate leads).

Lloyd's of London has a licence with the RBNZ that allows Lloyd's members to carry on business in New Zealand. Lloyd's members must comply with some aspects of the IPSA regime. However, the RBNZ has a wide power to exempt these underwriters from IPSA requirements.

3.2 Fronting

Fronting is not prohibited in New Zealand but is likely to be subject to scrutiny as part of the RBNZ licensing approval process.

4. Transaction Activity

4.1 M&A Activities Relating to Insurance Companies

Provided there are no licensing issues and that any mergers will not substantially lessen competition in the market, there is no impediment to mergers and acquisitions relating to insurance companies.

The following occurred in 2025.

- Resolution Life Australasia, a trans-Tasman life insurer, acquired Asteron Life from Suncorp Group Limited. This created one of New Zealand's largest life insurance businesses.
- Zurich Group finalised its acquisition of AIG's Travel Guard business, reportedly doubling the size of the global group. Travel Guard was combined with Zurich's existing travel insurance provider, Cover-More Group, and is part of the new corporate brand Zurich Cover-More.
- nib NZ amalgamated its two operating entities, nib nz limited and nib nz insurance limited, into a single company, now operating as nib nz limited. This brings together their health, life and living insurance businesses.

5. Distribution

5.1 Distribution of Insurance and Reinsurance Products

The distribution of insurance and reinsurance products in New Zealand depends largely on the type of insurance product.

Consumer insurance – including home and contents, motor, boat, health and life insurance – are offered both through intermediaries and directly to the public.

Two unique forms of statutory insurance cover in New Zealand are as follows:

- natural disaster cover under the Natural Hazards Insurance Act 2023, which provides cover for up to NZD300,000 plus GST, including for property damage caused by a natural hazard, such as flood, storm, earthquake, landslip, volcanic eruption or tsunami; and
- personal injury cover under the Accident Compensation Act 2001, which also bars the bringing of legal proceedings for personal injury except in very limited circumstances.

Commercial insurance is heavily intermediated through larger broking houses.

Home and Contents

New Zealand home policies typically insure a property (and the contents within) for accidental loss or damage. These policies are typically written subject to sum-insured limits on floor area and special features following the Canterbury Earthquakes (the former practice was indemnity value). This product is sold directly to the market by insurers, as well as through intermediaries and major domestic banks (but is underwritten by usual domestic insurers).

Health

New Zealand has a comprehensive public health system but also a network of private healthcare providers. Policies offered typically provide cover for elective procedures that might otherwise require a lengthy wait for the same procedure in the public system.

Motor

Motor policies are offered for both domestic and business use. It is common for insurers to offer policies covering third-party liability, and optional fire, theft and windscreen replacement protection, for a substantially reduced rate compared to comprehensive replacement insurance.

Life

Life policies – including death, trauma, permanent disability and income protection policies – are offered both through intermediaries and directly to the public.

Corporate

Many corporates in New Zealand avail themselves of various combined insurance products available from major insurers. These typically comprise:

- broadform third-party cover;
- property damage;
- employer liability;
- directors' and officers' cover;
- professional liability;
- business interruption; and
- contractors' works insurance.

A unique feature of New Zealand policies is a no-fault statutory liability cover, which typically provides cover for legal liability for fines or penalties, and the costs of defending a prosecution, for unintentional breaches of an Act of Parliament – however, note that both New Zealand's health and safety legislation (the Health and Safety at Work Act) and New Zealand's environmental protection legislation (the Resource Management Act) prohibit insuring against a fine.

6. Making an Insurance Contract

6.1 Obligations of the Insured and Insurer

Both an insurer and an insured owe each other a duty of utmost good faith.

The insured must disclose all material circumstances and must not misrepresent facts to the insurer. This duty applies when entering into the insurance contract, as well as during the currency of the insurance policy.

Material circumstances are those that a prudent insurer would take into account when calculating the premium, providing terms and conditions to the particular insured or risk, or deciding whether to insure the risk.

The insurer also has an implied obligation to pay claims within a reasonable time of their being lodged. The insurer must also disclose all relevant documents to the insured that relate to the investigation of the claim by the insurer.

See **12.1 Significant Legislative or Regulatory Developments** regarding the CIA, passed by the New Zealand government in November 2024. When the Act comes into force, it will change an insured's disclosure obligations (including by having different requirements for consumers and for businesses) and will narrow the broad remedies available to an insurer for non-disclosure and misrepresentation (on this point, see **6.2 Failure to Comply With Obligations of an Insurance Contract**).

6.2 Failure to Comply With Obligations of an Insurance Contract

An insurer may avoid an insurance contract ab initio if the insured does not disclose relevant information or makes a material misrepresentation at policy inception or on renewal. Once the CIA is in force, any non-disclosure by policyholders will be required to be treated proportionately by insurers. This will mean treating the policy as if it were entered into on different terms or for a different premium, rather than being set aside or cancelled, unless the insurer can show that there was dishonest or reckless conduct or that the risk would not have been accepted on any terms.

The ILRA (and, once in force, the CIA) regulates the types of misstatement that an insurer may rely on in avoiding life insurance and other insurance policies. Marine insurance policies are governed by similar principles to the ILRA under the Marine Insurance Act 1908 (MIA).

An insured may bring an action against the insurer for a breach of the duty of utmost good faith. This can arise from failures in claims-handling processes.

The most typical form of redress for an insured where there is a failure to act in good faith is by complaint to a dispute resolution service up to a certain limit (see **6.6 Consumer Contracts or Reinsurance Contracts** and **9.7 Alternative Dispute Resolution**). The dispute resolution service first investigates the complaint, and typically conciliates the issue. Other alternative dispute resolution methods are also used – for example, mediation. If there is no conciliated or mediated outcome, the dispute resolution service will issue a decision that is binding on the insurer.

6.3 Intermediary Involvement in an Insurance Contract

A broker typically acts on behalf of the insured – for example, at the time of obtaining cover and making a claim. However, at the time of negotiating an insurance contract, the broker may act on behalf of the insurer. In that case, its role as an agent of the insurer is to procure persons to insure with that insurer rather than with any other.

Where acting for an insured, brokers have a general duty to exercise reasonable care and skill in all the circumstances, and to act as a reasonable and competent broker would in the insurance market at the same time. Brokers also have a number of other duties that apply at different times and that are owed to different parties, including as follows.

- Where instructions are sent by email and are unconditional, the broker has a duty to act on those instructions and has no duty to confirm them or check that they have been duly received.
- The broker has a duty to procure insurance for the insured within a reasonable time.
- The broker must explain to the insured the scope of the cover provided in the insurance contract and whether this meets their requirements.
- While the broker must ensure that the policy is reasonably fit for the insured's needs, it is not a requirement to find the insured the cheapest insurance of its type in the market for the particular risks covered.
- Brokers also have duties in relation to disclosure. The broker must ask questions and obtain all material facts from the insured, but also has an independent duty to the insurer to disclose to the insurer those material facts known to it (MIA, Section 19).

6.4 Legal Requirements and Distinguishing Features of an Insurance Contract

A contract of insurance is defined as a contract involving a transfer of risk and under which a person (insurer) agrees, in return for a premium, to pay to or for the account of another person (policyholder) a sum of money or its equivalent, whether by way of indemnity or otherwise, on the happening of one or more "uncertain events" (Section 7 (1) of the IPSA).

A contract of reinsurance falls within the definition of a contract of insurance.

An "uncertain event" means an event about which, from the policyholder's perspective, there is an element of uncertainty as to when or whether it will take place, and that event is beyond the insurer's control (Section 7 (2) of the IPSA).

A contract of insurance is binding if it complies with the following general contractual principles:

- the parties intended to create legal relations;
- there was a valid offer and acceptance;
- the terms are certain; and
- each party provided consideration.

There are no prescribed legislative requirements as to the form and content of life insurance policies. In New Zealand, typical market practice is for the contract to be in writing. The policy can only be mortgaged, transferred or assigned if it is in writing.

The requirement for an insurable interest in life insurance and indemnity policies was abolished in New Zealand in 1985 (under the Insurance Law Reform Act 1985).

6.5 Multiple Insured or Potential Beneficiaries

Third parties cannot generally make a claim under an insurance contract, in accordance with the "privity of contract" doctrine.

A third party can claim under a contract where the contract allows such a claim or confers a benefit on that third party; see the Contract and Commercial Law Act 2017 (CCLA). Typically, such third parties are named on the placing slip or policy schedule – or the terms of a policy may automatically extend cover to parties directly involved in the risk, such as on a contract works (all risks) policy. Many policies exclude the application of the privity provisions of the CCLA.

A third-party plaintiff can claim directly against the insurer of an insolvent insured defendant. An amount equal to the liability incurred by the insured to the third party crystallises as a charge on the insurance monies from the date of the event giving rise to the liability (Section 9 of the Law Reform Act 1936). A third party claiming in this manner requires the leave of the High Court to commence the claim. This right is retained in the CIA, where a third party will be permitted, with the leave of the court, to claim directly from the insurer if the insured party is insolvent or dead.

6.6 Consumer Contracts or Reinsurance Contracts

Reinsurance

Reinsurance contracts are regulated in the same way as other contracts of insurance under the IPSA regime. The FMA regulates both insurance and reinsurance companies regarding financial advice that they give and certain investment products that they sell.

Consumer Contracts

Insurers are subject to the consumer protection provisions in the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (FTA). The FTA prohibits unfair contract terms in standard-form consumer contracts.

Arbitration clauses in contracts for consumer insurance are not binding under the ILRA. It is more common for consumers to access the dispute resolution procedures required under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. This ensures that customers have access to a free dispute resolution service if they have a dispute with their insurer. Reinsurers are not required to register.

See also **6.1 Obligations of the Insured and Insurer** for the different disclosure obligations for consumer contracts compared with business contracts to be brought in once the CIA comes into force.

7. Alternative Risk Transfer (ART)

7.1 ART Transactions

New Zealand insurers engage in conventional reinsurance rather than ART products, and the regulator has yet to pronounce on whether ART would suffice to satisfy the reinsurance requirements demanded of insurers regulated in New Zealand.

In principle, however, New Zealand regulators can grant permission for an insurer to carry on insurance business if they are satisfied that the insurer has sufficient security to meet claims, even without reinsurance.

7.2 Foreign ART Transactions

See **7.1 ART Transactions**.

8. Interpreting an Insurance Contract

8.1 Interpretation of Insurance Contracts and Use of Extraneous Evidence

A policy of insurance is a contract between the insurer and the insured, and is subject to the same rules of interpretation that apply to any contract in New Zealand (see **1.1 Sources of Insurance and Reinsurance Law** and **6.4 Legal Requirements and Distinguishing Features of an Insurance Contract**).

As a general rule, New Zealand law excludes extrinsic evidence regarding the previous negotiations of the parties where an objective reading shows that the parties intended the contract to bear a particular meaning. Words are to be given their ordinary and natural meaning and the policy should be treated as a whole.

Other inadmissible evidence in the insurance context includes declarations of subjective intent and premium calculations used by the underwriters. Such evidence may, however, be relevant to the question of whether there was a misrepresentation or mistake vitiating the contract. Evidence relating to the content of earlier insurance contracts between the parties is admissible.

Most policies written in New Zealand will incorporate the insured's original proposal by reference.

8.2 Warranties

A warranty is a promise by the insured to do or not do some particular thing ("promissory warranty") or an undertaking by the insured that a particular fact does or does not exist ("affirmative warranty"). Warranties in an insurance contract do not need to be expressly described as such.

The formal requirements for the creation of a warranty are outlined in Section 36 (2) of the MIA, and the general principle is that a warranty is expected to be found on the face of the policy itself.

At common law, warranties had to be strictly complied with. If a warranty was breached, the risk was discharged automatically, and the insurer had the right to repudiate the contract from the time of the breach. The CCLA and the ILRA restrict an insurer's common law rights to repudiate a contract or deny liability under it for a breach of a warranty or a condition.

8.3 Conditions Precedent

A condition precedent may be created in a number of ways and does not need to be expressly described as such:

- the consequences of a breach of a condition may be clearly prescribed;
- the condition may be expressly described as a "condition precedent";
- the policy may contain a general clause that describes all conditions as conditions precedent; and
- it may be implied by the wording or the significance of the condition that it was intended to be a condition precedent.

These clauses are generally construed narrowly by the courts. The relevant act or omission must fall precisely within the language of the policy for there to be a breach. A breach of a condition precedent entitles the insurer to avoid liability under the policy altogether.

9. Insurance Disputes

9.1 Insurance Disputes Over Coverage

Coverage Disputes

Beyond the complaints procedures dealt with by the dispute resolution services (see **2.1 Insurance and Reinsurance Regulatory Bodies and Legislative Guidance**, **6.6 Consumer Contracts or Reinsurance Contracts** and **9.7 Alternative Dispute Resolution**), the civil courts of New Zealand will typically deal with insurance disputes as follows.

- The District Court has general civil and commercial jurisdiction to deal with insurance disputes of up to NZD350,000.
- The High Court typically deals with disputes with a value exceeding NZD350,000. Most commercial insurance disputes are dealt with in the High Court, which also has a special "Earthquake list" court that operates and streamlines hearing of the large volume of cases arising out of the Canterbury Earthquake sequence of 2010–11.
- The Canterbury Earthquakes Insurance Tribunal was established in 2019 and is an alternative resolution body for resolving disputes about insurance claims for physical loss or damage to residential buildings, property and land arising out of the Canterbury Earthquakes.

A judge alone hears insurance disputes in the New Zealand courts.

Limitation

A claim must be brought within six years of the act or omission on which the claim is based, with limited exceptions (including where the claimant has late knowledge).

Policies may include shorter limitation periods. Section 9 of the ILRA prevents an insurer from relying on such a limitation period unless the insurer has suffered prejudice by reason of non-compliance.

That section is carried into the CIA, with one exception. "Claims-made" policies, which deal with claims according to when the claim was made rather than when the event occurred, may be declined if the insured does not notify the insurer of the claim within 90 days of the end of the policy term.

Third Parties

See **6.5 Multiple Insured or Potential Beneficiaries**. Note that an insured has no direct claim against a reinsurer if the reinsurer refuses to pay, because the relationship between the insurer and the reinsurer is a contractual one and not one of assignment, agency or partnership.

9.2 Insurance Disputes Over Jurisdiction and Choice of Law

Parties are generally free to choose the jurisdiction and choice of law, including as set out in an insurance contract.

In the absence of an express choice-of-jurisdiction clause, the courts take into account a wide range of (mainly practical) factors in determining jurisdiction, including:

- whether the parties, witnesses and evidence are located in New Zealand;
- what the governing law of the insurance contract is;
- what relief a New Zealand court could grant; and
- whether overseas proceedings are already under way.

9.3 Litigation Process

Insurance litigation in New Zealand is typically conducted in the High Court (usually for claims over NZD350,000). The District Court may also hear insurance disputes (for claims up to NZD350,000).

Most insurance litigation is resolved through private mediation before it reaches a full hearing in court. Alternatively, a judge may assist parties at a judicial settlement conference.

A typical commercial insurance case heard on the ordinary track in the High Court will take between two and three years from filing to reach a full hearing, assuming there are no significant interlocutory applications to be heard. Complex proceedings will take longer. There is a fast track available, but this is not regularly used.

A party generally has the right (without leave) to appeal to the Court of Appeal, and, in turn (but with leave), to the Supreme Court. Appeals or applications for leave to appeal must generally be made within 20 working days of the decision being made.

9.4 Enforcement of Judgments

New Zealand judgments are enforced through the civil courts. The most common form of enforcement against a domestic commercial party is the issuance of a statutory demand and then liquidation if the party fails to pay.

Foreign judgments may be enforced in New Zealand, but require a judicial process in New Zealand first:

- Australian civil court judgments against someone in New Zealand may be registrable in New Zealand and enforced in New Zealand under the Trans-Tasman Proceedings Act 2010;
- New Zealand has reciprocal agreements with certain countries under the Reciprocal Enforcement of Judgments Act 1934, which allows judgments (from some common law countries) to be enforceable in New Zealand; and
- other judgments, such as those from the United States of America, may be enforceable at common law in New Zealand, but require proving in a New Zealand court first.

9.5 Enforcement of Arbitration Clauses

Arbitration clauses in commercial insurance and reinsurance contracts are enforceable in New Zealand. Arbitration clauses are not binding in consumer insurance.

An arbitration agreement may be made orally or in writing. It is typically contained as a clause in a contract, or in a separate agreement. No form of words is specifically required under the Arbitration Act 1996 (the “Arbitration Act”).

In New Zealand, the courts generally endeavour to give effect to the intention of parties to refer disputes to arbitration. Courts will strive to give arbitration clauses a broad interpretation. This policy reflects the objective of the Arbitration Act, which encourages the use of arbitration in New Zealand to resolve disputes.

Under the Arbitration Act, court intervention in the conduct of arbitration is limited. The High Court may intervene in the arbitration process to make interim orders:

- where the parties cannot agree on the appointment of an arbitrator;
- to determine the jurisdiction of the arbitral tribunal; and
- on questions of law on an appeal from an arbitral tribunal.

9.6 Enforcement of Awards

Regardless of the country in which it was made, an arbitral award must be recognised as binding. On a written application to the District Court (for awards of less than NZD350,000) or the High Court (for awards of NZD350,000 or more), arbitral awards must be enforced by entry as a judgment in terms of the award, or by action (the Arbitration Act, Second Schedule, Article 35).

The District Court Rules 2014 and the High Court Rules 2016 outline the procedure for recognising and enforcing arbitral awards.

New Zealand is party to a number of international conventions, which are transposed into New Zealand's Arbitration Act.

- The Geneva Convention on the Execution of Foreign Arbitral Awards (opened for signature in Geneva on 26 September 1927), implemented by the Arbitration Act (Schedule 3).
- The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (adopted in New York by the United Nations Conference on International Commercial Arbitration on 10 June 1958) (the "New York Convention"), implemented by the Arbitration Act (Schedule 3).
- The Washington Convention on the Settlement of Investment Disputes Between States and Nationals of Other States (18 March 1965). New Zealand became a signatory on 2 September 1970 and the statute implementing this Convention is the Arbitration (International Investment Disputes) Act 1979.

9.7 Alternative Dispute Resolution

Alternative dispute resolution plays a significant role in the resolution of commercial insurance disputes in New Zealand – in particular, mediation (see **9.3 Litigation Process**).

Consumer insurance disputes tend to be resolved by scheme dispute resolution providers. Insurers must have an internal dispute resolution process that must be followed first. If resolution is not achieved, a consumer may refer the complaint to the relevant dispute resolution scheme.

There are four approved schemes currently operating in New Zealand, as follows.

- The Banking Ombudsman.
- The Insurance and Financial Services Ombudsman (IFSO) – most insurers in New Zealand are members of this scheme. The IFSO can make decisions on complaints that are binding only on insurers. The IFSO typically confines any awards within policy terms. It has a limited discretion to award up to NZD10,000 for special inconvenience or cost to the customer.
- The Financial Dispute Resolution Service.
- Financial Services Complaints Limited.

9.8 Penalties for Late Payment of Claims

Insurers in New Zealand do not typically face punitive damages claims. It is possible for general damages to be awarded for the late payment of claims if insurers improperly delay settling claims, which would be at a nominal amount, but this is not typical.

9.9 Insurers' Rights of Subrogation

An insurer may exercise the rights of the insured when pursuing a third party for the insurer's loss in meeting the indemnity under its contract of insurance. There is no need to have a separate clause entitling subrogation, as this is an implied term in insurance contracts. However, the contract itself may also expressly state such a term.

10. Insurtech

10.1 Insurtech Developments

Insurtech developments in New Zealand are limited to date. Some insurers have developed web-based apps for their clients to access but which are typically only portals to access basic information, obtain quotes and apply for coverage, and submit claims. Technology is also being used to more accurately assess risk, both for predicting the risks of future extreme natural hazard events and in respect of customer risk profiles.

An example of this is AIA Vitality, a health and well-being programme that AIA policyholders may subscribe to and access via a smartphone app and connected devices (eg, a smartwatch). Greater participation in the programme generates policy benefits (including premium discounts) and other rewards to redeem at health and well-being retailers.

10.2 Regulatory Response

The RBNZ does not have a formal position on insurtech issues. The products described in **10.1 Insurtech**

Developments require compliance with privacy laws, which are regulated by the Privacy Commissioner.

11. Emerging Risks and New Products

11.1 Emerging Risks Affecting the Insurance Market

Cyber

Cyber-risks to institutions such as insurers are increasing. The RBNZ issued non-binding guidance in April 2021, intending to ensure that insurers have a sound risk management and auditing framework in place to assess, monitor and respond to cyber-risks. The guidance intends to raise awareness among boards and senior management, and to promote accountability for managing cyber-risk within institutions (including insurers).

The RBNZ requires insurers to report all material cyber-incidents to the RBNZ as soon as practicable, but at the latest within 72 hours, and to report all cyber-incidents (material and non-material) periodically.

All businesses in New Zealand – insurance or otherwise – are also required to report to the Privacy Commissioner any privacy breach that is likely to cause anyone serious harm. This report should be as soon as practicable, but at the latest within 72 hours.

Cyber liability insurance is also a growing market, covering not only the cost of data recovery but also legal fees and expert costs for crisis management.

Environmental Liability

The New Zealand courts take a strict approach to environmental liability, particularly given how damaging the consequences of a pollution incident can be to the environment. Although insurance to cover any fines that may be imposed is unlawful, insurance providers in New Zealand offer cover for defence costs for a prosecution arising from property damage and/or environmental damage caused by sudden or gradual pollution incidents arising from the insured's property or that occur when the insured is providing services. These types of policies can also cover the cost of emergency response, where there is a legal obligation to contain and/or remediate environmental contamination.

Statutory Liability

A policy unique to New Zealand and Australia is cover for statutory liability. This policy provides cover for legal liability for fines, penalties or reparation, and for costs of defending a prosecution, for unintentional breaches of an Act of Parliament. The theme in coverage and exclusion clauses is that strict liability offences are covered, as these offences require no intent or negligence to prove a contravention. Intentional and reckless behaviour is therefore specifically excluded, as is continuous offending. Liability under specific Acts is also excluded, such as the Crimes Act 1961.

UAV Operators' Liability

Rapidly emerging and developing technologies have demanded a new form of insurance for operators of unmanned aerial vehicles (UAVs) in New Zealand. Insurance providers are now offering tailored cover for these operators that address specific risks associated with this area of technology. For example, the policy may cover:

- damage to the UAV itself (including the airframe, launch station and ground control system);
- third-party liability;
- statutory liability; and
- potential risks in relation to privacy.

Climate Change

New Zealand experiences a wide range of natural hazards, from earthquakes and volcanoes to erosion, landslides and extreme weather events. Climate change is increasing the severity and frequency of some of those hazards, including flooding, heatwaves, drought and wildfire. Claims for property damage have increased accordingly. The government has released a National Adaption Plan to consider various alternatives, including options to support access to and affordability of flood insurance, or managed retreat from areas where insurers will no longer provide cover.

11.2 New Products or Alternative Solutions

The New Zealand market is responding to emerging risks by offering new products into the market such as cyber, environmental and UAV operator liability cover, as outlined in **11.1 Emerging Risks Affecting the Insurance Market**.

12. Developments in Insurance Law

12.1 Significant Legislative or Regulatory Developments

The CIA was passed in November 2024. Once in force, it will consolidate and modernise the existing law, replacing and repealing the existing legislation. While many of the provisions have not altered, one of the key changes relates to an insured's disclosure obligations. For consumer insurance, the responsibility will be on an insurer to ask questions of insureds to obtain the information the insurer requires, with consumers required to "take reasonable care not to make a misrepresentation" when answering these questions. Any non-disclosure by consumer or business policyholders will be required to be treated proportionately by insurers, which will usually mean treating the policy as if it were entered into on different terms or for a different premium, rather than it being set aside or cancelled.

The Financial Markets (Conduct of Institutions) Amendment Act 2022 was passed in June 2022, and its provisions are now in full effect. It amended the Financial Markets Conduct Act 2013, and requires certain financial institutions (including insurers) and their intermediaries (for example, brokers) to comply with a principle of fair conduct and associated duties and regulations. All insurers will have recently re-licensed to comply with these requirements.

In June 2022, the New Zealand Law Commission released a report recommending the introduction of a Class Actions Act, which will be the principal source of law for class actions, and for litigation funding to be available subject to approval and monitoring by the court. Unfortunately, this is not a current priority for the government. New Zealand does not currently have legislation that provides a framework for class actions or commercial litigation funding. In the absence of formal frameworks, the courts and opposing parties have sought to navigate these two issues and establish rules for much of the past decade, particularly on claims against companies and directors following the global financial crisis.

In 2024, the Natural Hazards Insurance Act 2023 came into effect, modernising and replacing the Earthquake Commission Act 1993. This Act provides a first layer of insurance for residential property, supporting New Zealanders in maintaining access to residential property insurance despite rising numbers of claims for extreme weather and natural hazard events.

The RBNZ has been reviewing the IPSA, and made recommendations for the modernisation of insurance prudential regulation in December 2024. The four key aspects to the reform cover:

- a more proactive and intensive approach to supervision;
- treatment of overseas insurers;
- statutory purposes and the scope of the legislation; and
- policyholder security.

The New Zealand government has agreed to the recommendations, and is expected to introduce an exposure draft of the IPSA amendment bill for public consultation in the first quarter of 2026.

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