



agriplan  
policy wording



## welcome

Thank you for choosing Vero Insurance New Zealand Limited to provide you with your insurance cover.

Arranging insurance means you are making a legal contract under which you promise to meet certain obligations and conditions, and in return we promise to provide specified insurance cover.

The obligations, memoranda, warranties, exclusions, extensions and conditions in this contract are subject to your rights under the Insurance Law Reform Acts 1977 and 1985.

Words shown in italics are words that have had their meaning defined. These meanings are found in the definitions section of this policy or on the schedule of this policy. Any word or expression to which a specific meaning has been given will have the same meaning wherever it appears.

Please examine this document, including the schedule, to ensure the insurance protection is in accordance with your requirements. If it does not meet your requirements, or you wish to make changes to the insurance cover, please contact your Insurance Broker.

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### 30-day money back guarantee

If *you* are not satisfied with the cover provided by the policy *you* may return the policy within 30 days of receiving it.

If *you* have not made any claims during that 30 days *you* will be given a full refund of any *premium* paid.

If *you* have made a claim *you* will receive a pro-rata refund of *premium* paid.

### privacy act and the insurance claims register (icr)

The ICR is a database of insurance claims to which participant insurers have access. The purpose of the ICR is to prevent insurance fraud. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington.

This policy is issued to *you* conditional upon *you* authorising *us* to place details of any claims made against this policy on the database of ICR Ltd, where they will be retained and be available for other insurance companies to inspect.

*You* also authorise *us* to obtain from ICR Ltd personal information about *you* that is (in *our* view) relevant to this policy or any claim made against it. *You* have certain rights of access to and correction of this information, subject to the provisions of the Privacy Act 1993.

## definitions

*Definitions explain words frequently used in the policy.*

*Defined words are shown in italics.*

**Accessories** means:

- (a) fitted entertainment, communication and navigation systems;
- (b) child restraints/seats;
- (c) tools and breakdown equipment permanently kept in *your vehicle*, purchased by *you* to repair *your vehicle*;
- (d) car seat covers;
- (e) first aid kit, torch, fire extinguisher, maps;
- (f) other equipment permanently fitted to the *vehicle*.

**Accident, accidental** and **accidentally** means a sudden and unforeseen event causing physical loss or damage that is not intended or expected by *you*.

**Act** means any Act of the New Zealand Parliament in force at the commencement of the *period of insurance* or which comes into force during the *period of insurance* and any substitution of, amendment to, replacement of or statutory regulation made under such Act.

**Aerial devices** include any type of aircraft, hovercraft, spacecraft or other craft or thing made or intended to float on or in or travel through air or space.

**Boat** means the hull and any fixtures fittings and equipment which is permanently affixed, including sails, masts, spars and rigging, machinery and motors (both inboard and outboard) anchor and warp, fish finder, depth sounder, other navigational aids and marine radios and boat trailers.

**Buildings** means a building described on the *schedule* including permanently attached fixtures, fittings and their accessories; fences, gates, sheep and cattle yards attached to the building; walls (but not retaining walls or hedges) that form part of the building.

**Claim** (only in respect of the statutory liability section) means any threatened or actual legal proceedings, investigation or inquiry regarding an *occurrence* in respect of the *farming operations* of the *entity* and which may give rise to the imposition of *fines* and the incurring of *defence costs*. Any claim arising out of, based upon or attributable to a single *occurrence* (which is an *occurrence* or any related or continuous or repeated *occurrences* committed or alleged to have been committed by *you* individually or jointly and whether directed to or affecting one or more than one person or legal entity) will be considered a single claim for the purposes of this policy.

**Claim** (only in respect of the employers liability section) means any threatened or actual legal proceedings, investigation or inquiry as a result of any *employee* sustaining *personal injury* in New Zealand arising out of or in the course of their employment in the *farming operations* and which may give rise to *damages* and the incurring of *defence costs*. Any claim arising out of, based upon or attributable to a *single personal injury* will be considered a single claim for the purposes of this policy.

**Contents** means anything normally in or around *your home*, belonging to or hired by *you* or in *your* custody or control for which *you* are responsible, not being otherwise insured, but not including:

- (a) mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters), trailers, caravans or aircraft including accessories and spare parts attached to any of them;
- (b) livestock and pets;
- (c) trees, shrubs and plants (other than pot plants);
- (d) fixtures and fittings (and their accessories) permanently attached to *your* home;
- (e) contents used in any way for professional or business purposes.

**Continuity date** means the date shown on the *schedule*, which is the date from which *you* have maintained uninterrupted cover with *us* or such other date as agreed in writing by *us*.

**Damage** means physical damage, unintended and unforeseen by *you*, which necessitates repair or replacement of the *machinery* before it can resume normal working.

**Damages** means amounts payable in accordance with any judgement against *you* and/or settlements negotiated by *us*, including the other party's costs where applicable and includes interest on any judgement that accrues after entry of the judgement and before *we* have paid, tendered or deposited in court that part of the judgement that does not exceed the appropriate limit of liability, limit of indemnity or sum insured shown on the *schedule*.

Damages do not include any fine, penalty or any other form of criminal sanction, enforcement order, reparation order, remedial order or compliance order, non-pecuniary relief, taxes or any payment deemed to be unlawful to insure against.

**Damage to property** means physical loss of or damage to tangible property owned by someone else including

resultant loss of use and/or loss of use of property which has not been physically damaged or destroyed provided such loss of use is caused by an *occurrence*.

**Defence costs** means all reasonable legal costs and expenses for expert assistance (other than *your* wages, salaries, lost earnings or fees) incurred by *you* or on *your* behalf, with *our* consent, which will not be unreasonably withheld, in defending, investigating, monitoring, settling or appealing any claim made against *you* except where it is alleged that *you* intentionally, knowingly or wilfully committed any act giving rise to an *occurrence*.

**Disablement** means the complete and continuous inability of the *insured person* directly resulting from *injury* or *illness*, to engage in, perform or attend the *insured person's occupation* or any other occupation for which the *insured person* is reasonably qualified.

**Electronic data** means any facts, concepts and information converted to a form usable for communication, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

**Employee** (except in respect of the employers liability section) means any:

- (a) person under a contract of service or apprenticeship with *you*;
- (b) person hired to or borrowed by *you*;
- (c) labour only sub-contractor;

while working for *you* in connection with *your farming operations*.

**Employee** (only in respect of the employers liability section) means any person directly employed by *you* in the *farming operations* and from whose remuneration *you* make PAYE tax deductions.

**Entity** means the insured specified on the *schedule* and all its subsidiaries.

**Excess** means the first amount of any claim that *you* must meet as *you* are not insured for this amount. *We* will deduct it from any amount payable. The amount of the excess or excesses applicable is shown on the *schedule* or in this policy.

**Farming operations** means *your* usual farming activities, other than farm contracting and includes:

- (a) exhibitions and competitions at shows and dog trials;
- (b) distributing farming materials (except for 1080 or 1081 or similar poisons) from aircraft where the aircraft is

operated by independent aerial operators on *your* behalf;

- (c) the ownership, possession or use of any farming or agricultural equipment (except aircraft or *watercraft*) if it is used only for *your own farming operations*;
- (d) the sale or supply of farm goods and produce;
- (e) occasional farm contracting but only to the extent allowed by additional benefits in various sections of this policy;
- (f) any other business operations declared by *you* and allowed by *us* and shown on the *schedule*.

**Fine** (only in respect of the statutory liability section) means any monetary penalty or fine or costs and disbursements that is payable by the insured as a result of a conviction for an offence under an *Act* arising out of an *occurrence*, except where it has been established that the insured has intentionally, knowingly or wilfully committed the *occurrence*.

Fine does not include the following:

- (a) the cost or payment of any enforcement order, remedial order or compliance order;
- (b) any tax (including any fine or penalty resulting from the failure to pay any tax), rate, duty or interest on such tax, rate or duty, except Goods and Services Tax, as provided for in this policy.
- (c) any damages, restitution, compensation or reparation order (including, but not limited to section 89(3)(b) of the *Commerce Act* 1986) imposed by a tribunal or court of competent jurisdiction except reparation ordered under the *Health & Safety in Employment Act* 1992 to the extent that such reparation is not deemed by the legislation to be unlawful to insure against;
- (d) the value of any property subject to confiscation or forfeiture;
- (e) a fine, penalty or infringement fee imposed under the *Health & Safety in Employment Act* 1992 on or after 5 May 2003;
- (f) any other monetary payment, penalty, fine or reparation that legislation has deemed to be unlawful to insure against.

**Flood** is where water causes the inundation of normally dry land by water overflowing the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam but excluding seepage of artesian water.

**Gross Profit** means the amount by which the sum of the *turnover* and the amount of the closing stock

exceeds the sum of the amount of the opening stock and the amount of the uninsured working expenses listed in the *schedule*.

Note: The amount of Opening and Closing stock will be arrived at in accordance with *your* normal accountancy methods, due allowance being made for depreciation.

Gross profit will always mean *farming operations* gross profit.

**Home** means each dwelling (including residential flat or holiday home) within the residential boundaries of the property on which *your* home is situated. It includes any part of *your* home used as a home office or health care practice.

It also includes:

- (a) domestic outbuildings, greenhouses and garages;
- (b) permanent decks and built in furniture;
- (c) fixed floor coverings;
- (d) aerials forming part of the building;
- (e) coverings fixed to the ceiling or wall but not curtains, drapes or blinds;
- (f) fixed light fittings and appliances permanently attached to a gas, plumbing or electricity service;
- (g) letter boxes, exterior blinds and awnings, fixed clotheslines and built in barbecues;
- (h) septic tanks, heating oil tanks, service tanks and water tanks, including their fixed pumps;
- (i) permanent spa or in ground swimming pools, including their fixtures, pipes and fixed pumps;
- (j) walls, fences and gates;
- (k) gas pipes, fresh-water pipes, underground drainage and sewerage pipes;
- (l) electricity and telephone cables;
- (m) any driveways, paths, footpaths and tennis courts; however, does not include:
  - (a) retaining walls, except for the cover provided under the Retaining walls additional benefit;
  - (b) hedges, trees, shrubs, lawns and plants except where cover is provided under the Landscaping additional benefit;
  - (c) landlords fixtures and fittings, unless the Landlords extension is shown on the *schedule*;
  - (d) wharves, piers, jetties or the like;
  - (e) culverts, dams and slipways;
  - (f) bridges or anything on them;

(g) adjacent property owners' share in walls, fences, gates, retaining walls, pipes, cables or driveways where those things are jointly owned by *you* and other property owners;

(h) the land itself.

**Horses** means horses used in *your farming operations* and domestic horses (including use in occasional pony club events) but excluding horses used in competitive racing and equestrian events or for stud/breeding purposes.

**Illness** means illness, sickness, disease or debilitating or degenerative condition that is not an *injury*.

**In New Zealand** means anywhere in New Zealand including within 150 kilometres of New Zealand's coastline but not while on voyages to or from places outside New Zealand.

**Indemnity value** is the amount needed to put *you* back in the same financial position *you* were in immediately before the loss occurred. This is either:

- (a) the *market value* of the property immediately prior to the loss or damage; or
- (b) the cost of replacing, reinstating, rebuilding or repairing the damaged portion of the property to a condition no better or more extensive than it was when new, less an allowance for depreciation and wear and tear.

**Indemnity period** means the period of time immediately following damage to *your* property during which *we* will cover *you* for *your* loss of *gross profit* caused by such damage interrupting or interfering with *your* normal *farming operations*. This period cannot exceed the indemnity period shown on *your* insurance *schedule*.

**Injury** means external or internal bodily injury caused, independently of any other cause, solely and directly by violent, *accidental*, external and visible means (including exposure to the elements or by inhaling water or gas) or by medical misadventure or treatment injury (as defined in the Injury, Prevention, Rehabilitation, and Compensation Act 2001) and extends to include occupational overuse syndrome.

**Insured person** (only in respect of the personal income section) means the person named as the insured person on the *schedule*.

**Insured person** (except in respect of the personal income section) means any natural person who is:

- (a) a former, current or future director, officer or *employee* of the *entity*;

- (b) deemed to be a former, current or future director, officer or *employee* of the *entity* by virtue of any applicable legislation;
- (c) a former, current or future trustee of a superannuation fund established for the benefit of the *employees* of the *entity*;
- (d) a former, current or future partner or *employee* of the partnership insured named on the *schedule*; or
- (e) the person or former, current or future *employee* of the person named on the *schedule* when acting in that capacity.

It does not mean any liquidator, external auditor, receiver, official assignee, statutory manager, administrator, including voluntarily appointed administrators, mortgagees in possession or any *employee* of such person.

**Loss of or Loss of use** means physical severance or permanent total loss of use which is incurable.

**Machinery** means those items described on the *schedule* under the machinery breakdown section including all their integral parts, except those that are normally exchangeable or replaceable.

**Market value** means the reasonable value of the property immediately prior to the loss or damage.

**Occupation** means the *insured person's* occupation shown on the *schedule*.

**Occurrence** (except in respect of the statutory liability section) means an event including continuous or repeated exposure to substantially the same general conditions that is not expected or intended by *you*.

**Occurrence** (only in respect of the statutory liability section) means any act or omission that results in, or may result in, an allegation of the commission of an offence under any *Act*.

**Other Assets** means any of the following that are specified on the *schedule* and are owned by *you* or held in trust or on commission and for which *you* are legally responsible.

- (a) Machinery, plant and tools including computers and cell phones but excluding motor vehicles, motor cycles, aircraft, *watercraft*, self propelled or trailered or tractor drawn farm vehicles and their implements.
- (b) Animal feed (excluding growing crops).
- (c) General stores such as fertilisers, spraying and packing materials and fuels.
- (d) Grain and produce (excluding growing crops).
- (e) Milk.

- (f) Refrigerated goods (excluding goods lost or damaged due to deterioration).

- (g) Wool.

**Other property** means dinghy, gear and equipment kept permanently on board the *boat* but which is not permanently affixed, including life jackets, clothing, wet weather gear, flares, tools, bed clothing, foodstuffs, cooking utensils and other similar accessories, but excluding fishing or sporting gear unless specified on the *schedule*.

**Partial disablement** means the inability to perform a substantial part of the normal duties of the *insured person's* occupation and not engaging in any other occupation.

**Period of insurance** means the period of insurance shown on the *schedule*.

**Personal injury** (except in respect of the employers liability section) means:

- (a) bodily *injury*, death, disability, disease, *illness*, shock, fright, mental anguish or mental injury; or
- (b) the effects of:
  - (i) false arrest, wrongful detention, false imprisonment, wrongful eviction, malicious prosecution, malicious humiliation, wrongful entry, wrongful prevention of access;
  - (ii) assault or battery not committed by or at the direction of *you* unless committed for the purpose of preventing or eliminating danger to any person or property; or
- (c) libel, slander, defamation or invasion of privacy.

**Personal injury** (only in respect of the employers liability section) means bodily injury, disability, disease or *illness* including death as a result of any of these, shock, fright, mental anguish or mental injury but does not include personal injury:

- (a) sustained by an *employee* before the *retroactive date* shown on the *schedule*; or
- (b) caused by or arising out of sexual harassment or sexual abuse.

For the purposes of this employers liability section personal injury will be sustained when the *employee* is first exposed to conditions in New Zealand out of which the personal injury arose.

**Premium** is the amount *you* need to pay *us* to ensure cover commences or remains in force. This means the first premium or any subsequent premium and may include any government or other levies and taxes.

**Products** means any products, including any packaging or container (other than a *vehicle*) supplied, sold, distributed, grown, extracted, manufactured, constructed, erected, installed, serviced, repaired or treated by *you* in the course of *your farming operations* after it has ceased to be in *your* possession or under *your* control and also includes:

- (a) the design, formula or specification of such products; or
- (b) directions, markings, instructions, warnings or advice given or omitted to be given in connection with such products.

**Rate of gross profit** means the rate of *gross profit* earned on the *turnover* during the financial year immediately before the date of the damage.

**Retroactive date** (only in respect of the statutory liability section) means the date shown on the *schedule*. If instead of a date the word "unlimited" appears then the policy responds, subject to its terms, in respect of an *occurrence*, irrespective of when it occurred.

**Retroactive date** (only in respect of the employers liability section) means the date shown on the *schedule*. If instead of a date the word "unlimited" appears the policy responds, subject to its terms, in respect of a *personal injury*, irrespective of when it occurred.

**Schedule** is the latest current policy schedule, endorsement or expiry or renewal notice issued to *you*.

**Single personal injury** means a *personal injury* or any related, continuous or repeated *personal injuries* sustained or alleged to have been sustained by the *employee*.

**Situation** means the situation as shown on the *schedule*.

**Turnover** means the amount paid or payable to *you* for goods sold and delivered and for services rendered in the course of the *farming operations* at the *situation*.

**Vehicle** means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine while attached to it.

**Vehicle** (only in respect of the motor section) means any vehicle described on the *schedule* including keys, equipment supplied and fitted by the manufacturer and tools supplied by the manufacturer that would normally remain within the vehicle and *accessories*, tarpaulins and

load securing equipment attached, fitted to or contained in the vehicle.

For the purposes of the exclusions, vehicle also means any other vehicle covered by this policy.

**Watercraft** means any type of craft, vessel or thing made or intended to float on or in or travel through water.

**We, us or our** means Vero Insurance New Zealand Limited.

**You or your** means the insured *entity*, person or persons named on the *schedule*, their partner and members of you or your partner's immediate family permanently residing at your *home*, not being otherwise insured. Partner means a marriage partner or de facto partner as defined in the Property (Relationships) Act 1976 or civil union partner in terms of the Civil Union Act 2004.

## introduction

We will provide the cover set out in this policy during the *period of insurance* shown on *your schedule* provided *you* have paid the *premium* and subject to the policy's terms, limits, conditions and exclusions. *Your* insurance contract consists of:

- (1) the applicable parts of this pre printed policy document;
- (2) the personalised *schedule* with details of the cover which applies to *you*; and
- (3) the information in the proposal, application or declaration.

## general exclusions

These are the general exclusions that apply to all parts of this policy. Some sections of the policy may also contain specific exclusions and some benefits contain exceptions within them.

## we will not pay for:

### 1. Excess

any *excess*. However, where a single event causes loss or damage to property or items insured by *you* with *us* under more than one section or policy, only one *excess* will apply. The amount of the *excess* will be the highest *excess* that *we* could apply under any of the sections or policies affected.

### 2. War, radioactivity, terrorism, earthquake and natural perils, land movement

loss, destruction, damage or liability directly or indirectly caused by:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, mutiny, insurrection, military or usurped power;
- (b) nuclear weapons, ionising radiations or contamination by radioactivity from nuclear fuel or the combustion of waste from nuclear fuel;
- (c) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to such loss, damage, liability, death, injury, illness, disablement, cost or expense or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of terrorism means "an act including but not limited to, the use of force or violence and or the threat of that, including the intention to influence any government or to put in fear the public or any section of the public, which from its nature or context is done for or in connection with, political, religious, ideological, ethnic or similar purposes or reasons 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)".

- (d) earthquake, hydrothermal activity or volcanic eruption. This Exclusion 2. (d) will not apply to the motor, boat, personal income, farmers liability, statutory liability or employers liability sections of this policy;
- (e) landslip, subsidence, erosion, settling, ground heave, cracking or movement of land. This Exclusion 2. (e) does not apply to the personal income, statutory liability or employers liability sections of this policy.

### 3. Injury Prevention, Rehabilitation, and Compensation Act

amounts which can be recovered under the provisions of the Injury Prevention, Rehabilitation, and Compensation Act 2001. However, nothing in this exclusion affects any rights to payment under the motor section Personal injury additional benefit or under the personal income section.

### 4. Building or home defects and mould

*building* or *home* defects and mould or fulfil any obligation in respect of any claim (including *defence costs* or any other cost or expenses) or damage to property or personal injury that is directly or indirectly caused by or contributed to or arises in connection with:

- (a) the action or effects of micro-organisms such as amoeba, bacteria, fungi, mould, protozoa and any similar or like forms, mildew, rot, decay or gradual deterioration in any building or structure;
- (b) the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposal of or in anyway responding to or assessing the effects of micro-organisms, mildew, mould, rot, decay or gradual deterioration in any building or structure;
- (c) the failure of any building or structure to comply with or perform to the requirements of any building code or to meet the level of performance, quality, fitness or durability of its intended purpose; or

(d) the failure of any building or structure to contain or incorporate materials, a design, a system or a standard of workmanship which effectively prevents or manages the presence or penetration of moisture or water to which the building or structure might reasonably be subject;

except as may be covered by any Gradual damage additional benefit that exists in any policy section.

#### 5. Asbestos

any claims directly or indirectly caused by or arising out of or in connection with:

- (a) the inhalation of;
- (b) exposure to;
- (c) fears of the consequences of inhalation of or exposure to;
- (d) cleaning up, removal of; or
- (e) damage to or loss of use of any property arising out of;

asbestos, asbestos fibres or any derivatives of asbestos.

#### 6. Electronic data

- (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of *electronic data*;
- (b) error in creating, amending, entering, deleting or using *electronic data*;
- (c) total or partial inability or failure to receive, send, access or use *electronic data* for any time or at all;
- (d) communication, display, distribution or publication of *electronic data* but not where this causes bodily injury if otherwise covered by a section of this policy but for this exclusion;
- (e) loss, liability or damage from the gaining of access to *your* computer system via data communication media that terminate in *your* computer system;
- (f) loss, liability or damage from any computer virus, being an executable programme or computer code segment that is self-replicating (or requires a host programme to replicate itself), requires a host programme or executable disc segment in which it can be contained and which destroys or alters the host programme or other computer code or data, causing undesired programme or computer system operation.

regardless of any other contributing cause or event whenever it may occur.

However, if *you* are insured under the farm assets section of this policy this general exclusion will not apply to that section where the loss or damage excluded is caused by:

- (a) fire, explosion or lightning;
- (b) windstorm, hail, tornado, cyclone or hurricane;
- (c) earthquake, volcanic eruption or tsunami;
- (d) *flood*, freezing or weight of snow;
- (e) impact by aircraft or other aerial objects dropped from them;
- (f) impact by any road *vehicle* or animal;
- (g) bursting, overflowing, discharging or leaking of water tanks apparatus or pipes; or
- (h) theft of *electronic data* solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such *electronic data* and where the theft is within the terms of any burglary or theft cover;

and where such cause is not otherwise excluded by this policy.

In addition where any of the matters excluded by this general exclusion cause the following:

- (a) fire or explosion;
- (b) *flood* or freezing;
- (c) impact by aircraft or other aerial objects dropped from them;
- (d) impact by any road *vehicle*;
- (e) bursting, overflowing, discharging or leaking of water tanks apparatus or pipes;
- (f) theft of *electronic data* solely where such theft is accompanied by theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such *electronic data* and where the theft is within the terms of any burglary or theft cover;

and where the loss or damage is not otherwise excluded by this policy, then *we* will cover *you* for that resulting damage.

Any cover provided excludes the value to *you* of any *electronic data*.

#### 7. Consequential loss

*your* loss of use or consequential loss except as covered by the farm assets or farming operations interruption sections.

## general conditions

These conditions give *you* information about *your* and *our* obligations arising from this policy.

Some sections of this policy can cover other parties as well as *you*. To gain benefit of any cover under this policy, they must meet all the same conditions and obligations that *you* are required to meet.

However, if *you* breach any conditions no cover will apply to any other party.

Some sections of the policy also contain specific conditions.

### 1. Assignment

*You* must not assign or attempt to assign this policy or *your* interest in this policy to any other party without *our* written consent.

### 2. Breach of policy terms and conditions

No claim will be payable where any person entitled to indemnity under this policy breaches any of the policy terms and conditions. Nothing in this policy affects the common law rights of either party, including the right to avoid the policy for non-disclosure.

### 3. Cancellation

*We* may cancel this policy at any time by sending a letter, facsimile or e-mail to *you* at *your* last postal address, facsimile number or e-mail address on *our* records. The cancellation will take effect at 4.00 pm on the 14th day after the letter has been sent. *We* will refund the unused part of *your* paid *premium*. *You* may cancel this policy by giving notice in one of the above forms to *us*. *We* will refund 80% of the unused part of *your* paid *premium* provided that *you* have not made a claim.

### 4. Care of insured property

*You* must take all reasonable steps to prevent loss or damage and maintain the insured property in good repair. *We* will always have the right to examine *your* property. *You* must avoid any loss or damage for which *you* could be held legally liable.

### 5. Claims

- (a) On the happening of any event or *occurrence* that may give rise to a claim under this policy *you* must:
- (i) immediately notify *us* of such event;
  - (ii) take all reasonable steps to minimise the extent of loss or damage;

(iii) immediately send *us* any communications which *you* receive in relation to an event which may give rise to a claim;

(iv) obtain *our* consent before proceeding with repairs (other than for replacement or repair of window or *vehicle* glass);

(v) provide all proofs, information and other evidence and otherwise give all possible assistance that *we* require;

(vi) make *your vehicle* or *boat* or other damaged property available for inspection by *us*; and

(vii) in the case of loss, theft, burglary or vandalism, advise the Police immediately.

(b) *you* will not, without *our* written consent, incur any expense or negotiate, pay, settle, admit, repudiate or make any agreement in relation to any claim;

(c) *we* will be entitled at *our* expense and in *your* name to take any proceedings necessary to obtain relief from any other party and to take over and conduct the defence and settlement of any claim. *You* must provide all reasonable assistance and co operation.

(d) In respect of *your vehicle* or *boat*, if *we* pay the *market value* then cover ceases and no *premium* is refundable. *We* may keep whatever is left or recovered of the *vehicle* or *boat*.

### 6. Correctness of statements and fraud

All statements made by *you* or on *your* behalf either in the application or otherwise in support of this policy or any claim must be correct in all respects. If any claim under this policy is supported by any incorrect information or statement or is in any respect fraudulent, then *your* claim is not payable and this entire policy automatically terminates from the date that the incorrect statement or fraudulent claim was made to *us*.

### 7. Duty of disclosure/change of circumstances

*You* must tell *us* everything that may be relevant to *our* decision to issue, renew or alter the cover. *You* must tell *us* of any changes to any circumstances relevant to this policy as soon as *you* know about them.

### 8. Governing law

This policy is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

### 9. Government EQC cover

Where the policy insures domestic *contents* at more than one named location, for the purposes of the Earthquake Commission Act 1993, each location is deemed to be subject to a separate contract.

### 10. Headings

Where headings or margin references are used in this policy they are purely descriptive in nature and are not to be used for interpretative purposes.

### 11. Instalment premiums

Where *we* have agreed to accept payment of *premium* by instalments:

- (a) in the event of a claim being made against the policy *we* reserve the right to require immediate payment of the balance of any annual *premium*; and
- (b) all benefits under this policy will be forfeited from the date the first unpaid instalment was due and *your* policy automatically cancelled if:
  - (i) any three consecutive fortnightly instalments remain unpaid;
  - (ii) any two consecutive monthly instalments remain unpaid; or
  - (iii) any quarterly or half yearly instalments remain unpaid 14 days after the due date of the instalment.

Where any instalment is overdue but the policy has not been cancelled, all benefits under this policy will be suspended from the date the first unpaid instalment was due until the date *we* receive all the overdue instalment *premiums*. Any claim proceeds payable to *you* under this policy will be withheld by *us* until *you* have brought all instalments up to date.

### 12. Joint insureds

Where this policy is issued in joint names, then this policy is a joint policy. This means that if one of *you* does or fails to do anything so that there is no cover, there will be no cover for any of *you*, not just the person responsible.

### 13. Modifications

*You* must immediately advise *us* if any insured *vehicle* or insured *boat* is altered or modified from the manufacturers standard specifications. This may result in an increase in *premium*, a change in terms or conditions or *us* deciding not to provide cover.

### 14. Other insurance

This policy does not cover loss or liability where cover is provided by other insurance. *We* will not contribute towards any claim under any other policy.

This condition does not apply to the personal income section of this policy.

### 15. Other interests

If *your* property is mortgaged or secured by any other financial agreement, *we* may make payment for any loss direct to the interested party. This will meet *our* obligations under this policy.

## agriplan home

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what you are insured for

We will indemnify you for *accidental* loss or damage to your home during the *period of insurance* at the *situation* shown on the *schedule*.

### what we will pay – at our option:

- (1) the cost incurred in rebuilding or repairing the damaged portion of *your home* using currently equivalent building materials and techniques to a standard or specification no more extensive, nor better than its condition when new; or
- (2) the *indemnity value* should you not rebuild or repair within 12 months, unless we agree to extend the time period.

#### Limits on what we will pay for:

- (1) The most that we will pay under this policy section is:
  - a. the sum insured specified on the *schedule* for Home Building; plus
  - b. GST; plus
  - c. any amounts we may be liable to pay under the following additional benefits;
    - i. Forest and Rural Fires Act;
    - ii. Landscaping; and
    - iii. Property owners' liability.
- (2) Where the *schedule* shows "Home Building Home Indemnity Value" the most that we will pay under this policy section is:
  - a. the *indemnity value* of *your home*, limited to the sum insured on the *schedule* for *home*; plus
  - b. GST; plus
  - c. any amounts we may be liable to pay under the following additional benefits:
    - i. Forest and Rural Fires Act;
    - ii. Landscaping; and
    - iii. Property owners' liability.
- (3) All other additional benefits are payable within the sum insured for *your home* shown on *your schedule*.
- (4) we will only replace damaged wallpaper or floor coverings in the room where the loss or damage occurred;

- (5) we will only pay the *indemnity value* on swimming and spa pool liners;
- (6) we will only pay the *indemnity value* on electric motors over 10 years of age.

### additional benefits

– we will also cover or pay for:

#### 1. Authorities damage!

We will pay for damage to *your home* caused by government or local authorities in order to prevent loss or damage covered by this policy.

#### 2. Automatic reinstatement of cover

We will not reduce the amount of cover available for future claims by the amount of any claims under this section of the policy, provided you pay any additional *premium* required.

There shall be no automatic reinstatement of cover following a claim under additional benefit Natural disaster insurance.

#### 3. Contents

We will pay the *indemnity value* for *your contents* in a home occupied by *your employee*.

Any payment will be limited to \$5,000 for any one event.

#### 4. Fees and clearance costs

We will pay:

- (a) costs of clearing the building site or demolition of the damaged portion of *your home* and the removal of debris from *your home* and;

in addition

- (b) architects, surveyors, consultants, legal and council fees, incurred with our prior consent, required to enable the reinstatement or repair of *your home*, following any loss insured by this policy.

#### 5. Forest and Rural Fires Act

We will cover you for *your liability* under the Forest and Rural Fires Act 1977 arising from any one event occurring during the *period of insurance* for:

- (a) costs and levies under sections 43, 46 and 46A incurred and apportioned by any Fire Authority; and
- (b) costs claimed by any other party in order to protect their property from fire.

However, we will not provide cover where *your liability* arises directly or indirectly from any fire you lit

intentionally that did not comply with the Forest and Rural Fires Act 1977 or any other statutory or local body requirement governing the lighting of fires.

We will not cover *you* for any fines or any exemplary or punitive damages awarded against *you*.

We will pay up to \$100,000. This amount includes legal costs.

*You* are only entitled to payment of this benefit under one section of this policy or under one policy with *us*.

We will not pay more than \$1,000,000 (plus legal costs and expenses incurred with *our* consent) in total for any legal liability (whether pursuant to this *Act* or otherwise) arising out of any one event.

#### 6. Goods and Services Tax – GST

We will pay up to the sum insured plus any GST (to a maximum of the current rate of GST) that is paid or payable on the sum insured. All item limits, benefit limits, and excesses shown within the policy or on the *schedule* are GST inclusive.

#### 7. Gradual damage

We will pay for damage to *your home* resulting from the action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration, caused by water leaking or overflowing from any internal water system, if the loss or damage first occurs during the time that *you own your home*.

The limit includes the cost of searching for the source of the problem if it is reasonably incurred and we have accepted a claim for the loss or damage.

An internal water system is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of the dwelling structure and any pipe which is hidden from view that is connected to an appliance, such as a washing machine or dishwasher.

Any payment will be limited to \$3,000 for any one event and must be applied towards searching for or repair of the damage.

#### 8. Home office or healthcare practice

The policy extends to include any part of *your home* used as a *home office* or health care practice.

Health care practice is the part of *your home* that is:

- (a) exclusively used by *you* for the carrying on of the business of a health practitioner as defined by the Health Practitioners Competence Assurance Act 2003;

- (b) used by customers for access to that part of *your home*.

*Home office* means the part of *your home* that is:

- (a) exclusively used by *you* to conduct business of an administrative, clerical or professional nature;
- (b) used by customers for access to that part of *your home*.

#### 9. Inflation protection

Where cover under this section is limited to a sum insured, that sum insured may be changed automatically at each renewal to take account of such things as the estimated change in rebuilding or repair costs. The new sum insured will be shown on the renewal *schedule*. *Your premium* will be adjusted accordingly.

#### 10. Landscaping

We will pay for *accidental* loss or damage to *your* gardens (including hedges, trees, shrubs and plants) and lawns, provided *your home* was also damaged in the same event and we have agreed to pay a claim for loss or damage to *your home*.

Any payment will be limited to \$2,500 for any one event.

#### 11. Natural disaster insurance

If there is damage to *your home* caused by:

- (a) earthquake;
- (b) natural landslip;
- (c) volcanic eruption;
- (d) hydrothermal activity;
- (e) tsunami;

or fire resulting from any of these, we will pay:

- (a) the difference between the cost of reinstatement of *your home* and the amount payable under the Earthquake Commission Act 1993 provided that the Earthquake Commission has accepted liability under that *Act* for the loss or damage. However, we will not be liable for any *excess* imposed by that *Act*;
- (b) for loss or damage to any permanently installed swimming or spa pools, drains, pipes and cables, paths, driveways, garden walls (other than retaining walls, where cover is subject to the Retaining walls additional benefit) and tennis courts.

The total amount payable by *us* with the addition of the amount payable by the Earthquake Commission will not exceed the amount that would be payable under the

policy if the cause of loss was other than natural disaster.

The basis for settling claims and all other policy terms and conditions will apply.

## 12. Property owners' liability

We will cover *you* up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with *our* consent), for *your* legal liability for negligence arising out of any one event occurring in New Zealand and resulting, during the *period of insurance*, in *accidental damage*.

In order for this benefit to apply *your* liability for negligence must arise out of *your* ownership of the *home*.

However, we will not pay for:

- (a) liability for damage to property belonging to *you* or under *your* control;
- (b) liability arising out of:
  - (i) *farming operations* and any other business, profession or employment;
  - (ii) the ownership, possession or use of any mechanically propelled vehicle, trailer, aircraft or *watercraft*;
- (c) liability assumed by agreement (unless *you* would have been liable anyway), except liability normally agreed to by a landlord under a tenancy or lease agreement.

We will not cover *you* for any exemplary or punitive damages awarded against *you*.

We will not pay more than \$1,000,000 (plus legal costs and expenses incurred with *our* consent) in total for any legal liability (whether arising out of *your* ownership of *your home* any *Act* or otherwise) arising out of any one event.

**You are only entitled to payment of this benefit under one section of this policy or under one policy with us.**

## 13. Rebuilding elsewhere

If we have agreed to pay a claim for loss or damage to *your home* covered by this policy and *you* want to rebuild elsewhere, then *you* can do so if *you* have *our* agreement in writing, provided:

- (a) *you* will have to pay for any extra cost associated with rebuilding elsewhere; and
- (b) rebuilding must be completed within 12 months of the date of the loss or damage, unless otherwise agreed by *us*.

## 14. Retaining walls

We will pay for loss or damage to retaining walls arising out of any one event. This includes the cost of gaining access to the wall, stabilising the soil and providing footings and drainage materials.

We will only cover a completed retaining wall, and only where the sole purpose of the wall is to retain land. However, retaining walls more than 1.5 metres in height above ground level are insured only if the appropriate local authority has issued any necessary permit, consent or certificate.

Any payment will be limited to \$10,000 for any one event.

## 15. Sale and purchase

If *you* have contracted to sell *your* interest in *your home*, section 13 of the Insurance Law Reform Act 1985 provides the purchaser with cover under this policy until the purchaser takes possession of the *home* or until settlement, whichever is earlier, provided the purchaser is not otherwise insured. The terms, conditions and exclusions of this policy apply to *you* and the purchaser as if *you* are insured jointly.

## 16. Statutory requirements

If we pay to rebuild or repair *your home*, we will pay the extra cost to rebuild or repair the damaged portion of *your home* needed solely to comply with any statute or local body regulation. Provided that:

- (a) notice that the building failed to comply with any such statute or regulation had not been served on *you* before the damage occurred; or
- (b) there has not been an entry made on *your* Certificate of Title as required by section 74 of the Building Act 2004;

unless we have agreed to provide cover, prior to any loss or damage.

## optional additional benefits:

### 17. Landlords extension

If *you* have paid an additional *premium* for this optional additional benefit and it is shown on the *schedule*, the following cover applies:

#### A. Landlord's furnishings

If Landlord's furnishings suffer *accidental* loss or damage then we will pay the *indemnity value* of these items.

Landlord's furnishings means, dishwasher, stove,

refrigerator, washing machine, dryer, microwave, carpets, drapes, curtains, blinds and fixed light fittings. If *you* make a claim for loss or damage to *your* carpets, drapes, curtains or blinds, *we* will only pay for those items that are in the room or rooms where loss or damage occurred. Payment is limited to \$20,000, or the amount shown on the *schedule* whichever is higher, for any one event.

### B. Loss of rent

If *we* agree *your home* cannot be lived in because of loss or damage covered by this policy, *we* will also pay or reimburse *you* for loss of rent, as long as *your home* had been rented out at the time of the loss or damage or if at the time of the loss or damage *you* had signed a tenancy agreement to let *your home*. *We* will pay:

- (i) an amount equal to the average weekly rental *you* received for renting *your home* during the weeks it was rented in the 12 months prior to the loss or damage, or where a tenancy agreement was signed prior to the loss or damage the amount of the weekly rental in the agreement; and
- (ii) any other cost incurred with *our* written consent.

The longest period for which *we* will pay is the period necessary to replace or repair *your home*. (If *you* don't want *your home* reinstated *we* will pay, at *our* option, up to two months lost rent.)

However, the maximum amount *we* will pay is limited to \$40,000 per dwelling unit, or the amount shown on the *schedule* whichever is higher, for any one event.

## exclusions

Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.

## we will not pay for:

### 1. Excess

any *excess*. If *your home* is let to tenants other than *you*, *your employee* or sharemilker an additional *excess* of \$250 applies.

### 2. Hydrostatic pressure

damage to swimming and spa pools caused by hydrostatic pressure;

### 3. Uninsured causes

- (a) loss or damage caused by:
  - (i) mechanical or electrical breakdown or failure

unless actual burning out occurs but always excluding lighting or heating elements fuses or protective devices or electrical contacts where arcing occurs in ordinary working;

- (ii) defect in design or inherent fault;
- (iii) wear and tear;
- (iv) insects or vermin (except opossums); or
- (v) defect in workmanship or any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such process.

However, this section will cover any resulting loss or damage provided it is not also excluded.

- (b) loss or damage caused by or as a result of:
  - (i) corrosion or rust;
  - (ii) action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration (unless covered under the Gradual damage additional benefit);
  - (iii) any other gradually operating cause;
  - (iv) lifting or moving *your home*;
  - (v) or in any way relating to structural additions or structural alterations to *your home* or the removal of any external wall or roof cladding, unless *we* have been notified of any such additions, alterations or removal work and agreed in writing to provide cover;
  - (vi) vibration, weakening or removal of support;
  - (vii) burglary, theft, malicious or deliberate damage committed by anybody renting, living or staying in *your home* (however, where *your home* is leased or rented *we* will cover any loss or damage from fire or explosion resulting from malicious or deliberate damage by tenants);
  - (viii) subsidence, settling, ground heave, shrinkage or erosion.

### 4. Unoccupancy

any loss or damage:

- (a) to *your home* if unoccupied (which means that no authorised person has slept there overnight) for more than 60 consecutive days unless *we* have been notified and agreed in writing to provide cover or *your home* is occupied as a holiday *home* or weekend *home*.
- (b) to *your home* while unattended if normally used as a holiday *home* or weekend *home* unless:

- (i) *your home* is kept in a tidy condition; and
- (ii) all external doors and windows are kept locked;  
and
- (iii) all papers and mail are collected regularly; and
- (iv) *your home* is under regular supervision.

## conditions

**General conditions give you information about your and our obligations arising from this policy.**

**They are listed at the beginning of this policy.**

## agriplan home contents

Remember, words appearing in italics are defined at the beginning of this policy.

### what you are insured for

#### At and away from the home cover

Where the *schedule* shows "At and Away from the Home" we will indemnify you for *accidental* loss or damage to *your contents* anywhere in New Zealand during the *period of insurance*.

#### At the home only cover

Where the *schedule* shows "At the Home only" we will indemnify you for *accidental* loss or damage to *your contents* during the *period of insurance* at the *situation* shown on the *schedule*.

### what we will pay – at our option

Replacement value, which is the cost of replacement, repair or reinstatement, without deduction for wear and tear or depreciation, on all *contents*, except:

- (1) clothing;
- (2) footwear;
- (3) records;
- (4) video and/or audio tapes;
- (5) books;
- (6) sports and recreational equipment, other than bicycles;
- (7) swimming and spa pool liners;
- (8) portable computers (laptop) or any other similar portable electronic devices that are more than 12 months old;

for which we will pay the *indemnity value*.

However,

- (1) If you do not want the items repaired or replaced then we will pay you only the *indemnity value* of the items or the cost of the repairs, whichever is less.
- (2) If jewellery is not replaced or repaired, the maximum amount we will pay is the lower of the *indemnity value* or 50% of the replacement value, subject to the individual limits shown below.
- (3) We will only replace damaged floor coverings, drapes, curtains or blinds in the room or rooms where the loss or damage occurred.
- (4) If your home is let to anyone other than you, your employee or sharemilker, we will only pay the *indemnity value*.

- (5) We will pay no more than the sum insured shown on the *schedule*.

#### Limits

The maximum we will pay for any of the following items is the amount listed below, unless the item is specified on the *schedule* for another amount.

In each case, all the following limits include accessories and ancillary equipment.

- (a) \$5,000 per portable computer (Laptop) or any other similar portable electronic device;
- (b) \$3,000 per item of jewellery or watch, up to a maximum of \$10,000 for any one claim;
- (c) \$3,000 per item of photographic and video camera equipment. The camera body and the standard lens is one item. Any extra lens which is not permanently attached to a camera body, or which is designed to be detachable and interchangeable with any suitable camera body, is treated as one item;
- (d) \$3,000 in total for any coin or stamp collection;
- (e) \$3,000 for any bicycle;
- (f) \$3,000 for any canoe, kayak, surfboard, surf skis or windsurfer;
- (g) \$1,500 for any *watercraft* (other than canoe, kayak, surfboard, surf ski or windsurfer). Any *watercraft* that has a *market value* of more than \$1,500 is not covered by this policy;
- (h) \$1,000 for any cellphone;
- (i) \$1,000 in total for unset precious stones, bullion or gold or silver (other than goldware or silverware) or precious metals;
- (j) \$1,000 in total for remote controlled models;
- (k) \$500 in total for all money, negotiable securities, bonus bonds, travellers' cheques or travel tickets;
- (l) \$500 in total for any certificates or documents;
- (m) \$500 in total for motor parts and accessories while detached from any vehicle, including children's car seats;
- (n) \$500 in total for marine parts and accessories while detached from any *boat*.

### additional benefits

#### – we will also cover or pay for:

##### 1. Alternative accommodation

We will pay the reasonable additional cost of temporary accommodation including the boarding of domestic pets

and temporary storage of *your contents* incurred by *you* while *your home* is uninhabitable due to loss or damage covered by this policy. We will pay for the period *your home* is uninhabitable.

Any payment will be limited to 12 months or \$25,000 in total if *you own your home*. However, if *you* are renting *your home* we will pay for one month's costs or until *you* find another *home* and purchase enough *contents* to live in it, whichever comes first.

## 2. Authorities damage

We will pay for damage to *your contents* caused by government or local authorities in order to prevent loss or damage covered by this policy.

Any payment under this benefit will be within the sum insured shown on the *schedule*.

## 3. Automatic reinstatement of cover

We will not reduce cover by the amount of any claims under this section, provided *you* pay any additional *premium* required.

## 4. Boarding school

We will cover the *contents* belonging to *your* children temporarily living away from *home* at a boarding school.

## 5. Credit and debit cards

If there is any unauthorised use (other than by *you*) of *your* credit or debit cards we will reimburse *you* for *your* financial loss, as long as:

- (a) *you* have observed the conditions under which the card was issued; and
- (b) *you* have notified the police and issuing authorities within 24 hours of discovery; and
- (c) the loss cannot be recovered from any other source.

Any payment will be limited to \$1,000 in total as a result of loss or theft of *your* cards for any one event.

## 6. Fatal injury

If *you* are injured at *your home* as a result of fire or burglary and *you* die from the injury within three months we will pay \$5,000 to *your* legal representatives for any one event.

## 7. Food spoilage

If *your* refrigerator or freezer in *your home* is *accidentally* damaged or breaks down or the power supply is *accidentally* turned off then we will:

- (a) pay up to \$3,000 to replace any spoiled food;
- (b) repair any loss or damage caused by the spoiled food.

## 8. Forest and Rural Fires Act

We will cover *you* for *your* liability under the Forest and Rural Fires Act 1977 arising from any one event occurring during the *period of insurance* for:

- (a) costs and levies under sections 43, 46 and 46A incurred and apportioned by any Fire Authority; and
- (b) costs claimed by any other party in order to protect their property from fire.

However, we will not provide cover where *your* liability arises directly or indirectly from any fire *you* lit intentionally that did not comply with the Forest and Rural Fires Act 1977 or any other statutory or local body requirement governing the lighting of fires.

We will not cover *you* for any fines or any exemplary or punitive damages awarded against *you*.

We will pay up to \$100,000. This amount includes legal costs.

*You* are only entitled to payment of this benefit under one section of this policy or under one policy with *us*.

We will not pay more than \$1,000,000 (plus legal costs and expenses incurred with *our* consent) in total for any legal liability (whether pursuant to this *Act* or otherwise) arising out of any one event.

## 9. Fusion of electric motors

If an electric motor burns out or fuses we will pay the replacement value unless it is over 10 years of age when we will only pay the *indemnity value*.

We will also pay for:

- (a) an exchange sealed compressor for motors in a sealed refrigeration or air-conditioning compression unit; and
- (b) regassing the unit.

## 10. Gifts

We will cover wedding, Christmas or other special occasion gifts temporarily in *your home* as part of *your contents*.

## 11. Goods and Services Tax – GST

Provided the GST is recoverable by *us* the sum insured under this section is exclusive of GST. This means that we will pay up to a maximum of the sum insured plus

GST to a maximum of the current rate of GST applied to that sum insured.

All limits, amounts or *excesses* shown are GST inclusive.

### 12. Gradual damage

We will pay for damage to *your contents* resulting from the action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration caused by water leaking or overflowing from any internal water system, if the loss or damage first occurs during the time that *you* occupy *your home*.

An internal water system is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floors or roof of the dwelling structure and any pipe which is hidden from view that is connected to an appliance, such as a washing machine or dishwasher.

Any payment will be limited to \$3,000 for any one event.

### 13. Home office or healthcare practice

Where the combined value of *home* office or healthcare equipment owned by *you* and located at *home* is less than \$10,000 in total, we will cover this equipment for up to \$10,000. Any payment under this benefit will be within the *contents* sum insured shown on the *schedule*.

*Home* office equipment includes office furniture, computer and peripheral equipment, facsimile machine, photocopier and stationery.

Health care equipment includes the above and equipment appropriate to the practice of a legally qualified health practitioner. A health practitioner is as defined by the Health Practitioners Competence Assurance Act 2003.

### 14. Inflation protection

The sum insured under this section may be changed automatically at each renewal to take account of such things as the estimated change in repair or replacement costs. The new sum insured will be shown on the renewal *schedule*. *Your premium* will be adjusted accordingly.

### 15. Misuse of mobile/cellular phones

If *your* mobile/cellular phone is lost or stolen, we will pay the amount attributed to its unauthorised use (other than by *you*) as billed to *you* by *your* network service provider for the 24 hour period immediately following its loss or theft, provided *you* inform *your* network service provider immediately upon discovery of the loss or theft.

Any payment will be limited to \$500, for any one event.

### 16. Natural disaster insurance

If there is damage to *your contents* caused by:

- (a) earthquake;
- (b) natural landslip;
- (c) volcanic eruption;
- (d) hydrothermal activity;
- (e) tsunami;

or fire resulting from any of these, we will pay:

- (a) the difference between the cost of repair, replacement or reinstatement of *your contents* and the amount payable under the Earthquake Commission Act 1993 provided that the Earthquake Commission has accepted liability under that Act for the loss or damage.

However, we will not be liable for any *excess* imposed by that Act:

- (b) for loss or damage to *your contents*, which are not covered by the Earthquake Commission Act 1993; and
- (c) for alternative accommodation, limited to \$5,000, providing the total physical damage claim is recoverable from the Earthquake Commission and no claim has been made under this policy. In the event that a physical damage claim is admitted under this policy the limit referred to under the additional benefit for alternative accommodation will apply.

The total amount payable by us with the addition of the amount recoverable from the Earthquake Commission will not exceed the amount that would be payable under the policy if the cause of loss was other than natural disaster.

The basis for settling claims and all other policy terms and conditions will apply.

### 17. Occupiers and personal liability

We will cover *you* up to a maximum of \$1,000,000 (plus legal costs and expenses incurred with *our* consent) for *your* legal liability for negligence arising out of any one event occurring in New Zealand and resulting, during the *period of insurance*, in *accidental* damage to:

- (a) property not:
  - (i) belonging to *you*, or
  - (ii) in *your* custody and control;
- (b) *your home* when occupied by *you* as a tenant.

However, we will not pay for liability arising from:

- (i) the ownership of *your home*, its land or any other buildings or land;
- (ii) *farming operations* and any other business, profession or employment, other than part time baby sitting;
- (iii) the ownership possession or use of any mechanically propelled vehicles (except ride-on mowers and other domestic garden appliances, wheelchairs and mobility scooters), trailer, aircraft or *watercraft* (other than canoes, kayaks, surfboards, surf skis, windsurfers or other *watercraft* valued at less than \$1,500).

We will not cover *you* for exemplary or punitive damages awarded against *you*.

We will not pay more than \$1,000,000 (plus legal costs and expenses incurred with *our* consent) in total for any legal liability (whether arising out of *your* ownership or occupation of *your home* any *Act* or otherwise) arising out of any one event.

**You are only entitled to payment of this benefit under one section of this policy or under one policy with us.**

#### 18. Property used for trade, professional or business use

We will cover *your* tools and other articles, apart from products or stock, used for trade, professional or business use, to a maximum of \$1,000 in total for any one event.

#### 19. Removal of debris

We will pay the cost of removing *contents* debris from *your home* incurred with *our* prior consent. Any payment will be within the *contents* sum insured shown on the *schedule*.

#### 20. Stolen keys

If any key giving access to *your home* is stolen or believed on reasonable grounds to have been duplicated without proper authority we will pay the cost reasonably incurred in altering or replacing locks and their keys or changing the combination number of any electronic keypad. We will also pay the reasonable cost of opening any safe following theft or loss of its key or combination. Any payment will be limited to \$1,000 for any one event.

#### 21. Tertiary accommodation

We will cover the *contents* belonging to *your* children,

who are temporarily living away from *home* in accommodation provided by a tertiary educational institution. However, we will not pay for theft of *your* children's *contents* unless there is actual forcible and violent entry to the building or room in which the *contents* are kept or there is theft as a result of actual or threatened physical violence to *your* children.

Any payment will be limited to \$5,000 per person and for any one event subject to maximum item limits as shown in this section.

### exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

#### we will not pay for:

##### 1. Excess

any *excess*. If *your home* is let to tenants other than *you*, *your employee* or sharemilker an additional *excess* of \$250 applies.

##### 2. Hydrostatic pressure

damage to swimming and spa pools caused by hydrostatic pressure.

##### 3. Uninsured property

loss or damage to or arising from:

- (a) any loss of *electronic data*;
- (b) theft of outboard motors that are not securely locked to a boat or stored in a securely locked part of a boat or in a securely locked building.

##### 4. Uninsured causes

(a) loss or damage caused by:

- (i) mechanical or electrical breakdown or failure unless actual burning out occurs but always excluding lighting or heating elements fuses or protective devices or electrical contacts where arcing occurs in ordinary working;
- (ii) defect in design or inherent fault;
- (iii) wear and tear;
- (iv) insects or vermin (except opossums); or
- (v) defect in workmanship or any process of cleaning, renovation, repair or restoration but only in respect of the article or property that has undergone such process.

However, we will cover any resultant loss or damage provided it is not also excluded.

(b) loss or damage caused by or as a result of:

- (i) corrosion or rust;
- (ii) action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration (unless covered under the Gradual damage additional benefit);
- (iii) any other gradually operating cause;
- (iv) lifting or moving *your home*;
- (v) or in any way relating to structural additions or structural alterations to *your home* or the removal of any external wall or roof cladding, unless we have been notified of any such additions, alterations or removal work and agreed in writing to provide cover;
- (vi) vibration, weakening or removal of support;
- (vii) burglary, theft, malicious or deliberate damage committed by anybody renting, living or staying in *your home* (however, where *your home* is leased or rented we will cover any loss or damage from fire or explosion resulting from malicious or deliberate damage by tenants);
- (viii) subsidence, settling, ground heave, shrinkage or erosion.

## 5. Removed property

loss of or damage to *contents*:

- (a) permanently removed from *your home*;
- (b) removed to any place for sale, storage or exhibition;
- (c) during the course of household removal including loading and unloading.

## 6. Unoccupancy

any loss or damage:

- (a) if *your home* is unoccupied (which means that no authorised person has slept there overnight), for more than 60 consecutive days unless we have been notified and agreed in writing to provide cover or *your home* is occupied as a holiday *home* or weekend *home*.
- (b) to the *contents* while *your home* is unattended if normally used as a holiday *home* or weekend *home* unless:
  - (i) *your home* is kept in a tidy condition; and
  - (ii) all external doors and windows are kept locked; and

(iii) all papers and mail are collected regularly; and

(iv) *your home* is under regular supervision.

## conditions

**General conditions give you information about your and our obligations arising from this policy.**

**They are listed at the beginning of this policy.**

## agriplan motor

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what you are insured for

#### Comprehensive Cover

When the *schedule* shows in respect of a particular *vehicle* that "comprehensive cover applies, we will indemnify you for *accidental* loss or damage to *your vehicle* anywhere in New Zealand during the *period of insurance* while the *vehicle* is being used for private purposes or *your farming operations*.

#### Third Party cover

When the *schedule* shows in respect of a particular *vehicle* that "third party" cover applies, we will indemnify you for *your* legal liability arising from an *accident* anywhere in New Zealand during the *period of insurance* as per additional benefits 3 and 4 while the *vehicle* is being used for private purposes or *your farming operations*. Additional benefits 1, 2, 5, and 6 also apply.

We will also provide cover on *your vehicle* for loss or damage as a result of an *accident* caused by an uninsured other party. Cover will only apply if we are satisfied that:

- (1) the driver of *your vehicle* was completely free of blame; and
- (2) the identity of the other party who caused the damage is established; and
- (3) the other party did not have valid insurance.

The maximum amount payable for any claim will be the lesser of the *market value* of *your vehicle* or \$3,000, unless *your vehicle* is a motorcycle where the maximum amount payable will be \$1,000.

#### Third Party Fire and Theft cover

When the *schedule* shows in respect of a particular *vehicle* that "third party fire and theft" cover applies, we will indemnify you for *your* legal liability arising from an *accident* anywhere in New Zealand during the *period of insurance* as per additional benefits 3 and 4 while the *vehicle* is being used for private purposes or *your farming operations*. Additional benefits 1, 2, 5, and 6 also apply.

We will also provide cover on *your vehicle* for loss or damage to *your vehicle*:

- (1) by fire, theft or illegal conversion where the maximum amount payable will be the *market value* of *your vehicle*; or
- (2) as a result of an accident caused by an uninsured other party where the maximum amount payable for any claim will be the market value of *your vehicle* or \$3,000 whichever is less, unless *your vehicle* is a motorcycle where the maximum payable will be \$1,000.

Cover will only apply if we are satisfied that:

- (a) the driver of *your vehicle* was completely free of blame; and
- (b) the identity of the other party who caused the damage is established; and
- (c) the other party did not have valid insurance.

### what we will pay

**For Private Use Vehicles – as shown on the *schedule*:**

the cost to repair or replace *your vehicle* or payment up to the *market value*.

**For Farm Vehicles – as shown on the *schedule*:** the cost to repair or replace *your vehicle* or payment of the lesser of the *market value* or the sum insured shown on the *schedule*.

#### Limits on what we will pay for:

##### Parts

The most we will pay for any part or *accessory* not available in New Zealand is the lesser of:

- (1) the manufacturer's last known list price in New Zealand;
- (2) the price of the part's closest New Zealand equivalent; or
- (3) the cost of having a new part made in New Zealand.

We will not pay for the cost of freighting parts or *accessories* from overseas or for the replacement of any part that has not been damaged.

##### Accessories

We will not pay more than \$1,000 in total for loss or damage to *accessories*, unless such equipment is the manufacturer's standard fitting for the *vehicle* model, unless a higher amount is shown on the *schedule*.

##### Paint

We will only pay for the re-painting of those areas that

have been damaged. We will not pay additional costs due to the inability to match new paint to existing paint.

### Repairs

If we elect to repair *your vehicle*, you may use the repairer of *your choice*. If you choose one of our "Guaranteed Repairers" we will pay the cost of repairs and guarantee the work while you own the *vehicle*, otherwise we will not pay more than *our assessor's* estimate of the cost of repairs.

If the repair makes a major improvement to the pre-accident condition or value of the *vehicle* then you may be required to make a contribution towards the cost of repairs.

## additional benefits

– unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:

### 1. Defence costs – for farm use vehicles only

We will pay *your* reasonable costs of legal representation if you are charged with careless driving causing death while you were driving a farm use *vehicle* or you are legally represented at any inquiry or coroner's inquest in connection with such death.

We will pay up to \$10,000 for any one event.

### 2. Goods and Services Tax – GST

#### For Private vehicles – as shown on the *schedule*

Provided the GST is recoverable by us the sums insured under this section are exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All sub limits, maximum amounts and excesses shown are GST inclusive.

#### For Farm vehicles – as shown on the *schedule*

Provided the GST is recoverable by us, the sums insured, sub limits and maximum amounts payable under this section are exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All excesses shown are GST inclusive.

### 3. Legal liability

We will cover you for *your* legal liability for negligence causing *accidental* damage to property arising out of the use of *your vehicle* anywhere in New Zealand during the

*period of insurance*. We will pay up to the amount shown on the *schedule* (plus legal costs and expenses incurred with *our* consent) in respect of any one *accident* or number of *accidents* arising out of one event.

### Extensions

We will extend this benefit to provide the same cover:

- (a) to any person who is driving *your vehicle* with *your* consent and who is not otherwise excluded from the policy cover;
- (b) for *accidents* caused by you while you are driving any other *vehicle*, provided it does not belong to you and is not hired to you under a hire purchase or lease arrangement. No cover is provided for damage to the vehicle being driven;
- (c) to *your* employer while *your vehicle* is being driven with *your* permission on *your* employer's business;
- (d) for damage caused by any trailer, caravan or implement while attached to *your vehicle*;
- (e) for movement by you or any of *your employees* of any vehicle which:
  - (i) is parked in a position which prevents or impedes the loading or unloading of *your vehicle*; or
  - (ii) prevents or impedes the legitimate passage of *your vehicle*.

For the purpose of this extension the exclusion relating to damage to property in the care or control of any person claiming cover will not apply to the vehicle being moved. The other exceptions in this policy and section will apply to the vehicle being moved as if it was a *vehicle*.

- (f) for damage caused by the weight of *your vehicle* and its load, but subject to a limit of \$500,000 and an excess of \$5,000. For the purpose of this benefit exclusion 4 of this additional benefit relating to loss or damage to property or road surfaces will not apply; and
- (g) for mental injury of any person up to \$25,000 inclusive of *your* legal costs and costs awarded against you in respect of any one *accident*.

However, we will not pay for:

- (1) liability for damage to property (including motor vehicles) in *your* or the driver's custody or control. However, damage to a disabled vehicle being towed (other than for reward) is covered. Damage to the property of passengers is also covered;
- (2) liability where you or any person or organisation to

whom this benefit applies is entitled to indemnity under any other policy or fails to comply with the terms and conditions of this policy;

- (3) liability in respect of any exemplary or punitive damages awarded against *you*;
- (4) liability for loss or damage to property or road surfaces arising from vibration caused by *your vehicle* including the weight of the load carried by it;
- (5) liability for loss or damage to property caused directly or indirectly by any equipment on *your vehicle* while it is being operated for the purpose for which it has been designed and not as a vehicle as defined in the Land Transport Act 1998.

An *excess* will not apply to any liability claimed for under this benefit where *your vehicle* is fully insured (not for Third Party or Third Party Fire and Theft) and *you* are not claiming for damage to *your vehicle* arising from the same incident.

#### 4. Forest and Rural Fires Act

We will cover *you* for *your* liability under the Forest and Rural Fires Act 1977 arising from any one event occurring during the *period of insurance* for:

- (a) costs and levies under sections 43, 46 and 46A incurred and apportioned by any Fire Authority; and
- (b) costs claimed by any other party in order to protect their property from fire.

However, we will not provide cover where *your* liability arises directly or indirectly from any fire *you* lit intentionally that did not comply with the Forest and Rural Fires Act 1977 or any other statutory or local body requirement governing the lighting of fires.

We will not cover *you* for any fines or any exemplary or punitive damages awarded against *you*.

We will pay up to \$100,000. This amount includes legal costs.

*You* are only entitled to payment of this benefit under one section of this policy or under one policy with *us*.

We will not pay more than the amount shown on the *schedule* for legal liability (plus legal costs and expenses incurred with *our* consent) in total for any legal liability (whether pursuant to this Act or otherwise) arising out of any one event.

#### 5. Vehicle change or addition

If *you* replace a *vehicle* or buy an additional *vehicle* for *your* sole use then we will cover the replacement or

additional *vehicle* for its *market value* but otherwise on the same terms that apply to the *vehicle* shown on the *schedule*, but only if:

- (a) *you* tell *us* within 30 days of buying the replacement or additional *vehicle* and provide full details; and
- (b) *you* pay any extra *premium* which we require; and
- (c) the *vehicle* purchased is valued at no more than \$100,000.

#### 6. Vehicle servicing and emergency

If there are any driver restrictions on this policy we will not apply them when *your vehicle* is being driven:

- (a) by a member of the motor trade who is professionally engaged in the overhaul, upkeep or repair of the *vehicle*;
- (b) to a medical facility in the event of a medical emergency;
- (c) by a valet parking attendant while parking or retrieving *your vehicle*; or
- (d) by a professional dial-a-driver in the course of delivering *your vehicle* to *your* home or workplace.

**(The following additional benefits do not apply when *your vehicle* is insured for Third Party cover or Third Party Fire and Theft cover.)**

#### 7. Borrowed vehicles – for Farm Use vehicles only

We will cover any vehicle, other than a private use vehicle, borrowed by *you* provided it is not otherwise insured. We will pay no more than the *market value* to a maximum of \$20,000.

An *excess* of \$1,000 will apply unless a higher one is shown on the *schedule*.

#### 8. Cleaning – Valet costs

Where *your* private use *vehicle* is broken into and damage occurs to the inside of *your vehicle* and *you* have not made a claim under any other part of this section, except the Windscreen additional benefit, we will cover the cost of cleaning and valeting *your vehicle* to a maximum cost of \$250 without applying an *excess* and without reducing *your* no claim discount.

#### 9. Emergency costs

If *you* have an *accident* for which there is a valid claim under this policy, we will pay the reasonable cost of:

- (a) having *your vehicle* removed to the nearest repairer or place of safety;

- (b) essential repairs so *you* can get *your vehicle* to *your* destination or a repairer;
  - (c) returning *your vehicle* to *your* home following its repair or if it was stolen, following its recovery.
- We will also pay the reasonable cost of accommodating and transporting *you* and *your* passengers to *your* home if *your vehicle* cannot be driven, to a maximum of \$5,000.

#### 10. Employees vehicles and personal effects

We will cover *your employee's*:

- (a) vehicles as if they were a *vehicle* while being used on *your farming operations* when such use invalidates the *employee's* own vehicle insurance or where such vehicle is uninsured. We will pay up to \$50,000 for any one vehicle;
- (b) personal effects, motor vehicle *accessories* and spare parts normally carried on or used in connection with any such vehicles. We will pay up to \$2,000 for any one *accident*.

However, we will not pay unless any other indemnity or insurance available to *you* or *your employee* or to any other person has been exhausted.

The standard excess will be deducted from any payment.

#### 11. Entanglement

We will cover the cost of repair to *your vehicle*, if it is an agricultural implement or machine, caused by the ingestion or entry of any solid foreign body or object into that *vehicle*.

#### 12. Funeral costs

We will cover *you* and any driver authorised to drive by *you* for funeral costs incurred as a direct result of an *accident* in *your vehicle* for which there is a valid claim under this section.

We will only pay in excess of any costs recoverable under the Injury Prevention, Rehabilitation, and Compensation Act 2001 or from any other insurance.

We will pay no more than \$5,000 in total in respect of any one *accident*.

#### 13. Hire vehicle following a claim – for Farm Use vehicles only

If a farm *vehicle* suffers loss or damage (not including windscreen damage) that is a valid claim under this section and where the hire is necessary to enable *you* to satisfactorily carry out *your farming operations* we will cover *your* reasonable expenses to hire a vehicle similar to that lost or damaged. The period of cover will only be:

- (a) while *your vehicle* is being repaired;
- (b) if *your vehicle* is a total loss, until *you* receive payment or 3 days after we send payment, whichever is earlier;
- (c) if *your vehicle* is lost or stolen until it is recovered in a roadworthy condition or has been dealt with as in a. or b. above.

We will pay up to \$250 per day up to a maximum of 20 days. We will not pay the first 5 days of rental.

#### 14. Hoists

If *you* have a hoist fitted to the *vehicle* we will cover it for mechanical breakdown or failure which is not due to wear and tear.

Any payment will be limited to \$5,000 for any one event with an excess of \$500 in lieu of any other excess.

#### 15. Invalidation – for Farm Use vehicles only

We will cover *you* but not the driver for *accidental* loss or damage to *your* farm use *vehicle* if the loss or damage arises as a result of the *vehicle* being used in a manner such that we could otherwise decline *your* claim, provided:

- (a) *your vehicle* was being used in such a manner without *your* knowledge or consent; and
- (b) we have the right to recover from the driver all costs and expenses incurred in providing cover to *you* under this additional benefit; and
- (c) *you* have not compromised or waived any right of recovery against the driver; and
- (d) *you* co-operate fully in any recovery action.

The maximum amount payable under this additional benefit will not exceed \$100,000.

#### 16. Keys and locks

Where any key giving access to *your vehicle* is stolen or believed on reasonable grounds to have been duplicated without proper authority, we will cover the costs reasonably incurred in altering or replacing locks or replacing the keys. Any payment will be limited to \$1,000 for any one event.

#### 17. Modification of vehicle

Where the regular driver has been permanently disabled as a direct result of injuries sustained in an *accident* for which there is a valid claim under this section we will pay the reasonable cost necessary to modify the *vehicle* to allow for the regular driver's permanent disablement to

the extent that these costs are not recoverable under the provisions of the Injury Prevention, Rehabilitation, and Compensation Act 2001 or from any other insurance or from any other source.

We will pay no more than \$5,000 for any one event.

### 18. New vehicle option

If the cost of repairing *your vehicle* is greater than 60% of its *market value* or it is stolen and not recovered and it is less than one year old and it has travelled less than 15,000 kilometres, we will, at *your* option, replace it with a new vehicle of the same make, model and specification if it is available in New Zealand.

### 19. Personal injury

If *you* or any other family members suffer *injury* in direct connection with *your vehicle*, while restrained (as and when legally required) we will pay:

- (a) the following amounts (up to a maximum of \$5,000 per person and \$15,000 any one event) arising out of any event, provided such injury is the sole cause of any of the following within three calendar months of injury:
  - (i) death \$5,000;
  - (ii) total and irrecoverable *loss of* the sight of an eye \$2,500;
  - (iii) total and irrecoverable *loss of* the sight of both eyes \$5,000;
  - (iv) total and permanent *loss of* the use of one hand or one foot \$2,500; and
  - (v) total and permanent *loss of* the use of both hands or both feet or of one hand together with one foot \$5,000; and
- (b) medical and dental expenses incurred in connection with such injury up to the sum of \$1,000 per person per event.

However, we will not pay:

- (i) where death or injury was caused by suicide or attempted suicide of *you* or of any other family member;
- (ii) if the insureds named on the *schedule* are not individuals;
- (iii) under more than one motor vehicle insurance policy held with us; or
- (iv) where *your vehicle* is a motorcycle, quad bike, caravan or trailer.

### 20. Premium credit

Where *your vehicle* is treated as a total loss and we

cover *your* replacement vehicle, we will credit the unused *premium* towards insurance on the replacement. This is provided that:

- (a) the person in control of *your vehicle* was completely free of blame; and
- (b) the identity of the other party who caused the damage is established.

### 21. Rental vehicles rented by you – for Farm Use vehicles only

If *you* rent or hire a vehicle to temporarily replace *your* farm use *vehicle* and *you* do not accept the vehicle owner's statutory offer of insurance we will cover the rental vehicle as if it were an insured farm use *vehicle* for *your* liability to the owner of the vehicle against:

- (a) loss or damage to the vehicle, subject to a limit any one vehicle of \$50,000;
- (b) consequential losses caused by loss or damage for which a claim is payable under (a) above, subject to a limit any one claim of \$25,000.

### 22. Road clearing and load recovery costs

We will cover the reasonable cost incurred, where it becomes necessary as a result of an *accident* for which we have accepted a claim, to:

- (a) clean up and clear away any debris and spillage;
- (b) recover and reload any load lost or fallen from *your vehicle*; or
- (c) transfer the load carried on or lost or fallen from *your vehicle* to another vehicle and removing it to the nearest place of safety.

This benefit does not cover any fine or penalty.

We will pay up to \$5,000 for any one event.

### 23. Tractor or implement tyres

We will cover any *accidental* loss or damage to any tractor or implement tyres, but not their inner tubes, fitted to an insured *vehicle* while the *vehicle* is in actual use and arising out of such use.

We will pay the *market value*.

### 24. Trailers

We will cover any trailer owned, hired or leased by *you* that has a *market value* of less than \$1,000 but excluding:

- (a) caravans or boat, horse or camper trailers;
- (b) the contents of any trailer;
- (c) trailers which are insured by another policy; or
- (d) trailers which cannot be drawn by *your vehicle*.

We will pay up to \$1,000 for any one event. An *excess* of \$100 applies to each and every claim.

### 25. Vehicle parts and accessories

If *you* have motor *vehicle accessories* or spare parts that are not fitted to the *vehicle* and they are stored at *your situation*, we will pay up to \$1,000 for any one event after deducting the standard *excess*, for loss or damage by fire or theft.

If *you* have motor and contents insurance with *us*, *you* are only entitled to payment of this benefit under one section of this policy or under one policy with *us*.

### 26. Windscreen

We will cover breakage of windscreens, sun roofs, windows, headlights, headlight protectors or tail lights plus scratching or damage to bodywork resulting solely and directly from such breakage and sustained without other damage to such *vehicles* without the application of any *excess* and without affecting *your* no claim discount.

**The following additional benefits apply only where *your vehicle* is a caravan:**

### 27. New caravan option

If the cost of repairing *your* caravan is greater than 60% of its *market value* and it is less than three years old, we will at *your* option, replace it with a new caravan of the same make, model and specification if it is available in New Zealand.

### 28. Personal effects, clothing and domestic utensils

We will also pay for *accidental* loss or damage to personal effects, clothing and domestic utensils in the caravan, that belong to *you* or a member of *your* family that lives with *you*. The maximum amount payable will be \$1,000.

## optional additional benefits

**The following optional additional benefits are not available when *your vehicle* is insured for Third Party cover or Third Party Fire and Theft cover.**

These options will apply where *you* have paid additional *premium* and the benefit and limit of cover chosen is shown on the *schedule*:

### 29. Farm contracting

We will provide cover for *accidental* loss or damage to *your vehicle* while being used for occasional farm contracting where it comprises no more than 20% of *your* annual farming income.

### 30. Hire vehicle extension – for private use *vehicles* only

If *you* have paid for this optional additional benefit and it is shown on the *schedule* and *your* private use *vehicle* suffers loss or damage (not including windscreen damage) that is a valid claim under this section, we will arrange access to a hire vehicle for *you*:

- (a) while *your vehicle* is being repaired;
- (b) if *your vehicle* is a total loss, until *you* receive payment or 3 days after we send payment, whichever is earlier;
- (c) if *your vehicle* is lost or stolen until it is recovered in a roadworthy condition or has been dealt with as in a. or b. above.

We will pay up to \$100 per day for a maximum of 30 days to hire a passenger vehicle up to 1600cc.

### 31. Minor farm vehicles

We will cover unspecified farm bikes, farm tractors, and other farm *vehicles* (but not cars, trucks or utilities) owned by *you* as though they are *vehicles* described on the *schedule*. The most we will pay for any one *vehicle* is the *market value* to a maximum of \$3,000, and up to the amount shown on the *schedule* in total for any one event.

A \$500 excess applies to this benefit.

### 32. No claim discount preservation – for private use *vehicles* only

If *you* have paid for this optional additional benefit and it is shown on *your schedule* *you* will not be penalised with a reduction of *your* no claim discount for one at fault claim during the *period of insurance*.

## exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

**Except that exclusions 4, 5 and 6 will not apply when the insured vehicle has been stolen or illegally converted we will not pay for:**

### 1. Excesses

#### Any excess

*You* must contribute the amount(s) shown on the *schedule* under the heading "Excesses" as the first amount of any claim. Various *excesses* may show on the *schedule*. All *excesses* are cumulative. These are:

**Standard excess**

This *excess* applies to each and every claim.

**Imposed excess**

Any *vehicle* noted on the *schedule* under "imposed *excess*" is subject to the additional *excess* shown on the *schedule*.

**International excess**

Any drivers of *your vehicle* who do not hold a New Zealand licence but do hold an International licence at the time of the accident are subject to the additional *excess* shown on the *schedule*.

**Unnamed driver excess**

Where *you* have received a *premium* discount for restricting drivers to those named on the *schedule* any unnamed drivers of *your vehicle* are subject to the additional *excess* shown on the *schedule*.

**Voluntary excess**

Where *you* have received a *premium* discount for voluntarily increasing *your* standard *excess*, the voluntary *excess* shown on the *schedule* is additional to the standard *excess*.

**New driver excess**

Any drivers of *your vehicle* over the age of 25 who have not held a New Zealand drivers licence for more than 12 months at the time of the *accident* are subject to the additional *excess* shown on the *schedule*.

**Age excess**

Any drivers of *your vehicle* who are under the age of 25 at the time of the *accident* are subject to the additional *excess* shown on the *schedule*. However, this will not apply to tractors, hay balers, header harvesters, 2, 3 and 4 wheeled motorcycles or farm implements while being used in connection with *your farming operations* on *your* property. This *excess* will not apply if the *vehicle* is stolen.

**Special excess**

Any drivers of *your vehicle* who are noted on the *schedule* under "Special *excess*" are subject to the additional *excess* shown on the *schedule*.

The *excess(es)* will be refunded to *you* if *we* are satisfied that:

- (1) the driver of *your vehicle* was completely free of blame; and
- (2) the identity of the other party who caused the damage is established.

**2. Uninsured causes**

- (a) depreciation, wear and tear, corrosion, the costs to rectify existing defects or damage;
- (b) breakdown being any inability to operate, breakage, breakdown or failure of the engine, transmission, mechanical, electrical, alarm or electronic systems or any loss that their failure causes to the rest of these systems unless the breakdown is caused by collision or impact damage, earthquake, fire, *flood*, lightning, a malicious act, overturning of *your vehicle*, theft or illegal conversion or volcanic eruption;
- (c) damage to tyres by application of brakes or by punctures, cuts or bursts or bursting unless the *vehicle* suffers other loss or damage in an *accident* or the damage is deliberate and is caused by a person not insured by this policy or the damage is covered by the Tractor or implement tyres additional benefit;
- (d) loss or damage to any *vehicle* arising from ingestion or entry of any foreign body or object into that *vehicle* unless the Entanglement additional benefit applies;
- (e) damage to any caravan which has been unoccupied or unattended for more than 30 days unless it is in a supervised caravan park.

**3. Design and specification faults**

losses arising from failure of, or defect or fault in, the design, specifications or materials incorporated into the *vehicle*.

**4. Uninsured use**

losses when *your vehicle* is being:

- (a) used other than in accordance with the description of use;
- (b) used:
  - (i) for hire or carrying of fare paying passengers;
  - (ii) as a courtesy or loan *vehicle*;
- (c) used anywhere for (or being tested in preparation for) racing of any kind, pace-making, trials, tests, performance demonstrations, race track driver training or race track vehicle handling lessons (or similar events) whether organised or not;
- (d) driven on a racetrack whether sealed or not and whether in the presence of other vehicles or not.

## 5. Uninsured drivers

losses when *your vehicle* is being used or driven by any person who:

- (a) does not have a licence which is in full force and effect to drive *your vehicle* at the time and place of the *accident*;
- (b) is not complying with the conditions of his/her licence; or
- (c) is excluded from the policy cover.

## 6. Intoxicating liquor or a drug

losses when *your vehicle* is being used or driven by any person who:

- (a) at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor and/or a drug (or a combination of drugs) or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law;

If *your vehicle* is being used or driven by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law.

It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out following the *accident*.

- (b) following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so.

## 7. Unsafe or damaged condition

losses that arise from *your vehicle* being in an unsafe or damaged condition unless *you* can prove that such condition did not cause or contribute to the loss or damage. Cover will still apply if *you* can prove that *you* and the driver were unaware of such condition and had taken all reasonable steps to maintain *your vehicle* in a safe condition.

## conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy.**

**They are listed at the beginning of this policy.**

## variations to the cover

This policy sets out the standard cover for *your vehicle*. One or more of the following clauses being applied may vary the cover. The *schedule* will indicate which clauses, if any apply, and will note any other variations to the cover.

### Sum insured limit

When noted on the *schedule* against a particular *vehicle*, the maximum amount payable will be the lesser of the *market value* or the sum insured shown on the *schedule*.

### Named driver warranty

When noted on the *schedule* against a particular *vehicle*, the amount shown as the unnamed driver *excess* on the *schedule* will apply as an *excess* if *your vehicle* is being driven by any person other than those listed on the *schedule*.

### Excluded driver warranty

When noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being driven by those excluded drivers.

### Compulsory named driver warranty

When noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being driven by any person other than those listed on the *schedule*.

### Excluding under 25 year old drivers

When noted on the *schedule* against a particular *vehicle*, no cover will apply while the *vehicle* is being used or driven by any person aged under 25.

## agriplan boat

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what you are insured for

We will indemnify *you* for *accidental* loss or damage to *your boat* and *other property* anywhere in New Zealand during the *period of insurance*.

### what we will pay – at our option

The cost to repair or replace *your boat* and *other property* or make a payment up to the *market value* but no more than the sums insured shown on the *schedule*.

If any repair makes a major improvement to the pre-*accident* condition or value of *your boat* and *other property*, then *you* may be required to make a contribution towards the cost of repairs. Such contribution will not be required if the property is less than one year old at the date of such loss or damage.

### additional benefits

– we will also cover or pay for:

#### 1. Boat change

If *you* replace a *boat* or buy an additional *boat* then we will cover the replacement or additional *boat* for its *market value* but otherwise on the same terms that apply to the *boat* shown on the *schedule*, but only if:

- (a) *you* tell *us* within 30 days after buying the additional or replacement *boat* and provide full details; and
- (b) *you* pay any extra *premium* which *we* require; and
- (c) the *boat* purchased is valued at no more than \$50,000.

#### 2. Boat parts and accessories at home

If *you* have *boat* accessories or spare parts that are not fitted to the *boat* and they are stored at *your situation*, we will pay up to \$500 for any one event after deducting *your excess*, for loss or damage by fire or theft.

If *you* have boat and contents insurance with *us*, *you* are only entitled to payment of this benefit under one section of this policy or under one policy with *us*.

#### 3. Emergency costs

If *you* have an *accident* for which there is a valid claim under this policy, we will pay the reasonable incurred cost of:

- (a) rescuing *you*, *your passengers* or *your crew*, to a maximum of \$1,000;
- (b) having *your boat* removed to the nearest repairer or place of safety;

- (c) essential repairs to *your boat* so *you* can get to *your destination* or a repairer;
- (d) returning *your boat* to *your home* following its repair or if it was stolen, following its recovery.

We will also pay the reasonable cost of accommodating and transporting *you* and *your passengers* to *your home* if *your boat* cannot be used, to a maximum of \$500.

#### 4. Goods and Services Tax – GST

Provided the GST is recoverable by *us* the sum insured under this section is exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All limits, amounts or *excesses* shown are GST inclusive.

#### 5. Legal liability

We will pay for *your* legal liability for negligence causing *accidental* damage to property arising out of the use of *your boat* anywhere in New Zealand during the *period of insurance*. We will pay up to \$1,000,000 (plus legal costs incurred with *our* consent) in respect of any one *accident* or number of *accidents* arising out of one event.

We will extend this benefit to provide the same cover:

- (a) to any person who is using *your boat* with *your* consent and who is not otherwise excluded from the policy cover;
- (b) to any person engaging in water skiing or similar sport while being towed by *your boat*;
- (c) for *accidents* caused by any other *boat* while *you* are using any other *boat*, provided it does not belong to *you* and is not hired to *you* under a hire purchase or lease arrangement.

No cover is provided for damage to the *boat* being used.

We will also pay for costs that result from the raising, removal or destruction of the wreck of *your boat* or an attempt at any of these.

We will also cover any loss of or damage to property that arises because *you* fail to raise, remove or destroy the wreck of *your boat*.

However, we will not pay for:

- (i) liability for damage to property belonging to *you* or in *your* custody or control;
- (ii) liability where *you* or any person or organisation to whom this section applies is entitled to indemnity under any other policy or fails to comply with the terms and conditions of this policy;
- (iii) for any *accident* arising directly or indirectly from or in connection with the ownership, possession or control by or on behalf of *you* of any mechanically

propelled vehicle registered under the Transport (Vehicle and Driver Regulation and Licencing) Act 1986 by which any property insured is drawn or conveyed.

We will not cover *you* for any punitive or exemplary damages awarded against *you*.

We will not pay more than \$1,000,000 (plus legal costs and expenses incurred with *our* consent) in total for any legal liability (whether arising out of *your* ownership of *your boat* any Act or otherwise) arising out of any one event.

*You* are only entitled to payment of this benefit under one section of this policy or under one policy with *us*.

#### 6. Medical payments

If there is an *accident* that causes *injury* to any person while on, boarding or leaving *your boat* we will pay:

- (a) reasonable medical and ambulance expenses; and
- (b) in the event of death, funeral costs.

We will pay up to \$1,500 for these medical and other expenses providing the expense is incurred within one year of the *accident*.

#### 7. Premium credit

Where *your boat* is treated as a total loss and we cover *your replacement boat*, we will credit the unused *premium* towards insurance on the replacement. Provided that:

- (a) the person in control of *your boat* was completely free of blame; and
- (b) the identity of the other party who caused the damage is established.

#### 8. Recharge of extinguishers and replacement of flares

In the event of a claim we will pay up to \$1,500 for the recharge of extinguishers and replacement of flares used in minimising loss or damage.

#### 9. Salvage and associated costs

If, following an *accident* for which there is a valid claim under the policy *you* have abandoned *your boat*, we will pay:

- (a) reasonable salvage costs;
- (b) wreck removal costs which *you* or any person covered by this policy become legally liable to pay;
- (c) reasonable expenses incurred in minimising further loss or damage from the same *accident*.

#### 10. Storage or repair

We will cover insured *boat* equipment and *other property* temporarily removed from *your boat*.

- (a) for the purpose of repair;
- (b) for storage in securely locked premises;
- (c) while in transit to repair or storage.

### optional additional benefits

#### 11. Racing risk extension

If *you* have paid an additional *premium* for this benefit and it is shown on the *schedule*, the following cover applies:

If *you* are racing *your sail boat* and it suffers *accidental* loss or damage, then we will pay the cost of repair or replacement of *your* masts, spars, booms, spinnaker poles, sails, rigging and anchors.

We will not pay for any proportion of the cost of repair or replacement that will put the equipment in better condition than it was prior to the *accident*.

This benefit will be subject to the racing risk *excess* shown on the *schedule*.

### exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

#### we will not pay for:

1. Excess
  - any *excess*.
2. Uninsured causes, results and use
  - (a) loss or damage arising from depreciation, deterioration, wear and tear, delamination, corrosion, rust, rot, mould, or damage caused by marine organisms or by vermin (except opossums) or by electrolysis;
  - (b) breakdown, failure or breakage of:
    - (i) any component or accessory;
    - (ii) the engine, transmission, mechanical, electrical or electronic systems; or
    - (iii) any loss which their failure causes to the rest of these systems;
  - (c) loss by theft of outboard motors that are not securely locked to the *boat* or stored in a securely

locked part of the *boat* or stored in a securely locked building;

- (d) loss or damage by wind to sails or protective covers when racing, except where the Racing risk extension optional additional benefit applies;
- (e) loss or damage to masts, spars, booms, spinnaker poles, rigging and anchors when racing, except where the Racing risk extension optional additional benefit applies;
- (f) any loss or expenditure incurred solely in remedying a fault in design, or in the event of damage resulting from faulty design and giving rise to a claim under the conditions of this insurance, for any additional expenditure incurred by reason of betterment or alteration in design or for the cost and expense of replacing or repairing any part condemned solely in consequence of a latent defect or fault or error in design or construction;
- (g) any claim while *your boat* is let out on hire or charter or is used for any purpose other than private pleasure purposes;
- (h) loss or damage to *boats* primarily powered by motor while participating in or while being prepared for a race, speed competition, speed testing, reliability or time trial or any similar activities;
- (i) damage deliberately caused by the wrongful or reckless acts or wilful misconduct of any insured person.

### 3. Intoxicating liquor or a drug

any loss or damage when *your boat* is under the control of any person who is affected by alcohol and/or a drug (or a combination of drugs).

### 4. Intoxicating liquor or a drug on the road, uninsured drivers

any loss or damage when any person is driving a vehicle towing the *boat* and:

- (a) at the time of the *accident* giving rise to a claim under this policy is under the influence of intoxicating liquor and/or a drug (or a combination of drugs) or who has a proportion of alcohol in their blood or breath higher than that allowed under New Zealand road traffic law;

If the towing vehicle is being used or driven by a person who at the time of the *accident* giving rise to a claim under this policy is under the influence of

intoxicating liquor cover will still apply if *you* can establish that the proportion of alcohol in the breath of the person is lower than that allowed under New Zealand road traffic law.

It will be assumed that the proportion of alcohol in the blood or breath at the time of the *accident* was no less than the proportion of alcohol in any subsequent blood sample or breath test carried out, following the *accident*.

- (b) following an *accident* giving rise to a claim under this policy refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so or fails to stop or leaves the scene of the *accident* when it is an offence to do so;
- (c) does not have a licence which is in full force and effect to drive the vehicle at the time and place of the *accident*;
- (d) is not complying with the conditions of his/her licence.

### 5. Unsatisfactory moorings

loss, destruction, damage or liability directly or indirectly resulting from:

- (a) the *boat* being left unattended at anchor or on swing moorings other than its usual mooring or berth or moorings to Port or Local Authority standards for more than twenty-four consecutive hours;
- (b) permanent moorings not meeting the minimum specifications recommended by Port or Local Authorities;
- (c) permanent moorings that are not in good order; or
- (d) failure of swing moorings that have not been inspected and maintained within the last three years.

## conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy.**

**They are listed at the beginning of this policy.**

## agriplan personal income

Remember, words appearing in *italics* are defined at the beginning of this policy.

### what *you* are insured for

We will pay the benefit *you* are covered for in respect of *injury* to or *illness* suffered during the *period of insurance* by the *insured person* occurring anywhere in New Zealand.

### what *we* will pay

#### What results we will pay:

result	benefit
(A) Death and Schedule benefits	
(1) Death caused by an <i>injury</i>	The sum insured shown on the <i>schedule</i>
Permanent disability (as listed below) caused by <i>injury</i> and occurring within 24 months of that <i>injury</i>	The percentage for each listed disability of the sum insured shown on the <i>schedule</i> .
(2) <i>Loss of</i> all sight of both eyes	100%
(3) <i>Loss of use</i> of both hands	100%
(4) <i>Loss of use</i> of both feet	100%
(5) <i>Loss of</i> one hand and one foot	100%
(6) Permanent and incurable <i>disablement</i> for all further work	100%
(7) Permanent and incurable paralysis of two or more limbs	100%
(8) <i>Loss of use</i> of one arm or of the greater part of one arm	90%
(9) <i>Loss of use</i> of one leg above the knee	90%
(10) <i>Loss of</i> all sight of one eye together with the serious diminution of the sight of the other eye	90%
(11) <i>Loss of use</i> of one hand or 5 fingers of one hand or the lower part of one arm	80%
(12) <i>Loss of use</i> of one foot or one leg below the knee	80%
(13) <i>Loss of</i> hearing	75%
(14) <i>Loss of</i> speech	75%
(15) <i>Loss of</i> all sight of one eye	60%
(16) <i>Loss of</i> the lens of one eye	50%
(17) <i>Loss of use</i> of one thumb	30%
(18) <i>Loss of use</i> of one forefinger	20%

result		benefit
	(19) <i>Loss of hearing in one ear</i>	15%
	(20) <i>Loss of use of one joint of a thumb</i>	15%
	(21) <i>Loss of use of two joints of one forefinger</i>	12.5%
	(22) <i>Loss of use of one little finger</i>	12.5%
	(23) <i>Loss of use of one big toe</i>	10%
	(24) <i>Loss of use of two joints of one little finger</i>	10%
	(25) <i>Loss of use of one middle or of one ring finger</i>	9%
	(26) <i>Loss of use of two joints of one middle or one ring finger</i>	6.5%
	(27) <i>Loss of use of one toe other than a big toe or of one joint of a finger</i>	5%
(B)	<i>Disablement caused by injury</i>	At the rate of the sum insured shown on the <i>schedule</i> for each full week of <i>disablement</i> .
(C)	<i>Partial disablement caused by injury</i>	At the rate of 25% of the sum insured shown on the <i>schedule</i> for each full week of <i>disablement</i> .
(D)	<i>Disablement caused by illness</i>	At the rate of the sum insured shown on the <i>schedule</i> for each full week of <i>disablement</i> .
(E)	Medical expenses	The actual medical expenses incurred up to the amount show on the <i>schedule</i> over any consecutive 24-month period. Medical expenses means any medical, surgical, hospital or nursing home expenses for in-patient or out-patient treatment incurred as a result of the <i>injury</i> or <i>illness</i> for which we have accepted a claim under results A, B, C or D.

#### Limits on what we will pay:

- (1) If the *insured person* suffers more than one result that arises from the same *injury*, the most that we will pay is the result with the highest percentage.
- (2) If the *insured person* becomes entitled to a benefit under results A. (1) to result A.(7) then this section will be cancelled in respect of that *insured person*.
- (3) We will not pay for more than one of results B, C or D at the same time.
- (4) If the *insured person* has a recurrence of results B, C or D within 6 months of the end of the previous period of *disablement*, arising from the same *injury* or *illness* for which we have already paid a benefit, we will treat it as the same claim.
- (5) We will not pay for result E. Medical Expenses:
  - (a) where cover is provided to *you* or the *insured person* under the Injury Prevention, Rehabilitation, and Compensation Act 2001 or

any other policy of insurance or from any other source; or

- (b) to support a claim under any other insurance.
- (6) In respect of result B and C, if the *insured persons* period of disability exceeds 8 weeks and *you* are entitled to receive Accident Compensation or any insurance benefit we may at *our* discretion and after considering the circumstances of the *disablement* and any additional expenses *you* may have to incur reduce the amount we pay under these results by an amount up to the amount of Accident Compensation or insurance benefit *you* receive.
- (7) Time limitations
 

We will not pay more than 104 weeks *disablement* in total under results B, C or D for any one *injury* or *illness*.

The 104 weeks will be reduced by the amount of the *excess*.

## additional benefits

– unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:

### 1. Farm contracting

We will allow occasional farm contracting where it comprises no more than 20% of *your* annual farming income.

### 2. Goods and Services Tax – GST

Benefits under this section are GST inclusive.

All limits and *excesses* shown are GST inclusive.

### 3. Overseas travel

We will cover the *insured person* while anywhere in the world but *you* must advise *us* of any intention of the *insured person* to travel away from New Zealand for any one period longer than 3 months and we will be entitled to make any variation to the terms and conditions of cover that we feel necessary. We may also require that an additional *premium* be paid.

### 4. Regular payments

We will pay the benefit under results B, C or D on a regular basis if *you* provide *us* with medical proof of continuing *disablement* for the period involved.

## exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

## we will not pay for:

### 1. Excess

the first 7 days of *disablement* under results B, C or D. If *you* select a voluntary *excess* or if any additional *excess* applies, this will be in addition to the 7 days.

### 2. Waiting period

in respect of result D for any *illness* that the *insured person* suffers within 14 days of the beginning of the first *period of insurance*.

### 3. Uninsured causes and conditions

any *injury* to or *illness* suffered by the *insured person* resulting directly or indirectly from:

- (a) suicide or any attempted suicide of the *insured person* or intentional self injury to the *insured person*;
- (b) psychiatric or psychological conditions (including mental stress);

- (c) any sexually transmitted disease;
- (d) human immuno deficiency virus (HIV);
- (e) any HIV related *illness* including Acquired Immune Deficiency Syndrome (AIDS) and/or any other variations of this *illness* however arising;
- (f) the normal effects of pregnancy or childbirth;
- (g) being under the influence of intoxicating liquor or a drug, other than a drug taken or administered by and in accordance with the advice of a qualified medical practitioner.

### 4. Uninsured activities

any *injury* or *illness* in connection with the *insured persons* engaging in the following uninsured activities:

- (a) any aerial activity except as a passenger in any properly licensed aircraft;
- (b) any professional sport or professional racing of any kind whether training, coaching or participating; or
- (c) a criminal or illegal act.

### 5. Injury or illness in prison

any *injury* sustained or any *illness* arising while the *insured person* is imprisoned.

### 6. Payment while in prison

any *injury* or *illness* for any period during which the *insured person* is imprisoned.

### 7. Existing conditions

any result arising from any *injury* or *illness* which the *insured person* was aware of, or should reasonably have been aware of, prior to the commencement date of this cover.

## conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy.**

**They are listed at the beginning of this policy.**

The conditions below give *you* information about *your* and *our* obligations arising from this section.

### 1. Changes in occupation or pursuits

*You* must tell *us* and obtain *our* written consent for cover to continue if the *occupation* or any pursuit of the *insured person* changes.

We may wish to restrict this cover or ask *you* to pay a different *premium* or decline to renew this policy section.

## 2. Health

Before each renewal of this policy *you* must tell *us* of all material information, including any physical defect, infirmity, medical condition, *injury*, *illness* or change in health, which the *insured person* has become aware of during the past *period of insurance* and obtain *our* written acknowledgment of that material information.

*We* may wish to restrict this cover or ask *you* to pay a different *premium* or decline to renew this policy section.

## 3. Medical certificates

*You* must supply, at *your* own expense, medical certificates and any other information or evidence that *we* reasonably ask for to support *your* claim.

## 4. Medical examination

The *insured person* must have a medical examination, at *our* expense, at any time *we* ask. If the *insured person* refuses to do so *we* will not pay any benefit from the date of *our* request until the *insured person* undertakes the medical examination.

If the *insured person* dies *we* may have a post-mortem examination carried out at *our* expense.

## 5. Medical treatment

The *insured person* must obtain independent medical treatment from a registered medical practitioner or hospital as soon as possible after an *injury* or *illness* occurs and continue to seek and follow any medical advice or treatment given.

If the *insured person* refuses to seek and follow any medical advice or treatment then *we* may, at *our* discretion, decline to pay *you* any benefit.

## 6. Other insurance

*You* must tell *us* and obtain *our* written consent if *you* or the *insured person* take out any other policy covering the *insured person* for *injury* or *illness*. *You* do not need to tell *us* about any policy covering death only, medical expenses or travel.

## 7. Presumed death

Death will not be presumed by the disappearance of the *insured person* unless the *insured person* has disappeared for more than one year in circumstances where it can be reasonably assumed that the disappearance is due to the *insured person's* death by *injury*. In the event of the *insured person's* subsequent re-appearance, *you* are obliged to return any payments made to *us*.

## farm assets

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what you are insured for

We will indemnify you for accidental loss or damage during the period of insurance arising out of your farming operations to your farm buildings at the situation shown on the schedule and your other assets anywhere in New Zealand.

### what we will pay

#### For buildings

- (1) The cost incurred in rebuilding or repairing the damaged portion of the farm building/s using currently equivalent building materials and techniques to a standard or specification no more extensive, or better than its condition when new; or the *indemnity value*, should you not rebuild or repair within 12 months, unless we agree to extend the time period.
- (2) Where the farm buildings are insured for *indemnity value*, the *indemnity value*.

#### Limits on what we will pay for buildings.

- (1) The most that we will pay under this section of the policy Buildings is:
  - a. the sum insured specified on the *schedule for Buildings*; plus
  - b. GST; plus
  - c. any amounts we may be liable to pay under the following additional benefits:
    - i. Capital additions
    - ii. Fences, sheep and cattle yards not forming part of a building
    - iii. Flood recovery
    - iv. Frozen semen, embryos, animal health products and dog food
    - v. Fusion
    - vi. Livestock worry
    - vii. Milk contamination
    - viii. Failure of dairy company to collect milk
    - ix. Money
    - x. Submersible pumps
    - xi. Utilities

- (2) Where the *schedule* shows an indemnity value for Buildings only the most that we will pay under this policy section is
  - a. the *indemnity value* of your buildings, limited to the sum insured on the *schedule for buildings*; plus
  - b. GST; plus
  - c. any amounts we may be liable to any under the following additional benefits:
    - i. Capital additions
    - ii. Fences, sheep and cattle yards not forming part of a building
    - iii. Flood recovery
    - iv. Frozen semen, embryos, animal health products and dog food
    - v. Fusion
    - vi. Livestock worry
    - vii. Milk contamination
    - viii. Failure of dairy company to collect milk
    - ix. Money
    - x. Submersible pumps
    - xi. Utilities

- (3) where greenhouses are insured we will pay for repair or replacement of their structure in accordance with the cover chosen but in respect of flexible cladding or cloth coverings we will pay the *indemnity value* based on a maximum life span of five years for the material.

However, we will not pay for snow, frost or ice (unless as hail) damage to any greenhouse or its contents.

A greenhouse is any building where the exterior cladding is of flexible plastic material, cloth or glass.

#### For other assets

- (1) the cost of repairing or replacing the item to a standard or specification no better, or more extensive, than its condition when new; or
- (2) the *indemnity value* should you choose not to replace or repair the item within 12 months, unless we agree to extend the time period.

#### Limits on what we will pay for other assets.

The maximum we will pay is the sum insured for the item shown on the *schedule*.

**The following item is subject to further restrictions of cover:**

**Animal feed (such as hay, straw and lucerne).**

In respect of animal feed if harvested and in the open, we will only cover *you* for damage caused by fire, lightning, explosion, hail, *flood* or the impact of any vehicle.

We will not pay for loss or damage to growing crops.

We will pay the replacement value.

**additional benefits**

**– unless the schedule shows that an additional benefit does not apply we will also cover or pay for:**

**1. Authorities damage**

We will pay for damage to *your farm buildings* and *other assets* caused by government or local authorities in order to prevent loss or damage covered by this policy. Any payment under this benefit will be within the sum insured shown on the *schedule*.

**2. Automatic reinstatement of cover**

We will not reduce the amount of cover available for future claims by the amount of any claims under this section of the policy, provided *you* pay any additional *premium* required.

There shall be no automatic reinstatement of cover following a claim under additional benefit Natural disaster.

**3. Capital additions**

If any new buildings or alterations, additions or improvements to the farm *buildings* sustain *accidental* loss or damage during construction, after completion or after they become *your* responsibility then we will at *our* option:

- (a) replace or repair the farm *building* under construction up to the amount of the contract value expended at the time of loss; or
- (b) replace the farm *building* with a farm *building* equal to or of a similar standard and specification as the farm *building* when it was new; or
- (c) repair the farm *building* to a similar standard and specification as the farm *building* when it was new.

However, we will not pay where the loss or damage occurred as a result of windstorm during construction.

The maximum we will pay up to is the amount shown on the *schedule* in total for all claims made in respect of capital additions during the *period of insurance*. Any payment for this benefit will be within the sum insured

shown on the *schedule* for *buildings*.

If we are not advised by next renewal of this insurance contract that the new buildings or alterations, additions or improvements to farm *buildings* have been completed they will not be covered in the next *period of insurance* after that completion.

**4. Farm contracting**

We will provide cover for *your farm buildings* and *your other assets* used occasionally for farm contracting where their use comprises no more than 20% of *your* annual farming income.

**5. Fees and clearance costs**

We will pay:

- (1) costs of clearing the *building* site or demolition of the damaged portion of the farm *building* and the removal of contents debris from the farm *building* and; in addition
- (2) architects, surveyors, consultants, legal and council fees incurred with *our* prior consent required to enable the reinstatement or repair of the farm *building*, following any loss insured by this section.

Any payment will be within the sum insured for the damaged item.

**6. Fences, sheep and cattle yards not forming part of a building**

We will pay for damage to *your* fences, gates, artificial wind breaks, sheep or cattle yards that are not part of a *building*, caused by fire, lightning, explosion, *flood* or impact by any vehicle.

We will pay up to the amount shown on the *schedule* for any one loss arising out of a single event. Any such amount will be limited for damage by *flood* to the amount shown for *flood* damage.

We will pay the cost of clearing debris and re-fencing.

**7. Flood recovery**

If insured *flood* damage in total on farm *buildings* and *other assets* (but not fences and other items covered by the Fences, sheep and cattle yards additional benefit) exceeds the amount shown on the *schedule* we will pay the amount shown on the *schedule* as a capital benefit to assist in farm recovery. This benefit will be paid once per event and in addition to the sum insured.

### 8. Frozen semen, embryos, animal health products and dog food

We will pay for *accidental* loss or damage to:

- (a) frozen semen straws or embryos caused by a rise or fall in temperature due to failure of the freezing system;
- (b) frozen or perishable dog food, animal vaccines or animal health products caused by a rise or fall in temperature due to *accidental* stoppage, damage to or malfunction of the refrigerator or freezer within which they are contained.

However, we will not pay for loss or damage due to:

- (a) contamination by any substance or living organism;
- (b) gradual deterioration; or
- (c) the semen or embryos failing to meet quality standards, unless caused by a failure of the freezing system.

We will pay the *market value*, up to the amount shown on the *schedule* for any one loss.

### 9. Fusion

We will pay if damage is directly caused by failure of electrical insulation or abnormal electric current or electrically induced self-heating to:

- (a) Electric motors and starters that do not individually exceed a replacement cost of the amount shown on the *schedule*; and
- (b) Distribution switchboards and permanently installed electrical reticulation in farm *buildings*.

At *our* option we will pay:

- (a) for repairing the damaged item to the condition it was in immediately before the damage occurred;
- (b) to replace the item if it is less than 5 years old and is uneconomic to repair; or
- (c) the *indemnity value* of the item if it is more than 5 years old and is uneconomic to repair.

We will also pay:

- (d) to dismantle and re-erect the motor; and
- (e) for the hire of a replacement motor during the time taken to repair the damaged motor.

However, we will not pay for damage to any machine in which the electric motor is not a separate entity in itself. We will pay up to the amount shown on the *schedule* in total for any one motor including costs under d. and e. above.

### 10. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the sums insured, sub limits and maximum amounts payable under this section are exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All *excesses* are GST inclusive.

### 11. Gradual damage

We will pay for damage to *your* farm *buildings* or *other* assets resulting from the action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration, caused by water leaking or overflowing from any internal water system if the loss or damage first occurs during the time that *you* own the property.

The limit includes the cost of searching for the source of the problem if it is reasonably incurred and we have accepted a claim for the loss or damage.

Any payment will be limited to the amount shown on the *schedule* for any one event and must be applied towards searching for or repair of the damage.

An internal water system is any water pipe, waste disposal pipe, water cylinder or water storage tank which is permanently connected and contained within the walls, floor or roof of the farm *building* structure and any pipe that is connected to an appliance, such as a washing machine or dishwasher, and is hidden from view.

### 12. Hazardous substance emergency

We will pay any charge the New Zealand Fire Service is authorised to make against *you* in respect of any hazardous substance emergency at the *situation* shown on the *schedule*, whether or not there is any damage or threat of damage to the insured property.

Hazardous substance emergency has the same meaning as defined in the Fire Service Act 1975.

We will pay up to the amount shown on the *schedule* for any one emergency.

### 13. Inflation protection

Where cover under the farm assets section is limited to a sum insured, that sum insured may be automatically changed at each renewal in accordance with such things as the estimated change in repair or replacement costs. The new sums insured will be shown on the renewal *schedule*.

*Your* premium will be adjusted accordingly.

#### 14. Livestock worry

We will pay for the *accidental* death of livestock (including humane slaughter verified by an appropriate veterinary certificate) caused by injury inflicted by dogs not owned by *you* or by *your* family or by any of *your employees*.

We will pay up to the amount shown on the *schedule* for any one animal, and up to the amount shown on the *schedule* in total for any one event.

We will pay the *market value*.

We will also pay up to the amount shown on the *schedule* in total for veterinary fees incurred to save or attempt to save the life of animals covered by this benefit.

#### 15. Milk

##### A. Contamination

If *your* milk is *accidentally* contaminated and the contamination is established by testing or results in receipt of demerit points or deduction from payment then *we* will pay:

(a) the amount that would have been paid to *you* for *your* milk had it not been contaminated less the percentage excess per loss shown on the *schedule*, and

(b) the reasonable cost incurred in disposing of the milk.

We will pay up to the amount shown on the *schedule* for any one loss less the percentage excess per loss shown on the *schedule* and up to the amount shown on the *schedule* for all losses in any one *period of insurance* less the percentage excess per *period of insurance* shown on the *schedule*.

If *your* milk is disposed of on *your* property or on any other property other than that of the dairy company *we* will not make any payment unless a sample of *your* milk is tested and the results establish contamination.

Under this benefit *we* will not make any payment to *you* exceeding the amount that *you* would have been paid for *your* milk had it not been contaminated.

##### B. Failure of dairy company to collect milk

If *your* dairy company can not collect *your* milk following *accidental* loss or damage to property used by the dairy company or due to a transport route blockage between the dairy company and *your* milk storage facility then *we* will pay:

(a) the amount that would have been paid to *you* for *your* milk had it been able to be collected;

(b) the reasonable cost incurred in disposing of the milk.

We will pay up to the amount shown on the *schedule* for any one loss.

#### 16. Money

We will pay for loss of or damage to money, being coin, bank notes, current postal stamps, negotiable vouchers and the like, relating to *your farming operations* that occurs:

(a) in transit to or from *your* farm;

(b) at *your* farm during daylight hours;

(c) in *your* or *your employees* residence during night hours.

We will not cover *you* for any loss:

(a) due to errors in receiving or paying out;

(b) while the money is under the care or control or any person other than *you* or an *employee* of *yours*;

(c) caused by fraud, dishonesty or theft by an *employee* of *yours* unless *you* discover the loss within 72 hours of its occurrence;

(d) arising from cheques or credit cards which have been dishonoured;

(e) from an unattended roadside stall; or

(f) from an unlocked and unattended vehicle.

We will pay up to the amount shown on the *schedule* for any one loss.

#### 17. Protection costs

We will pay for any costs *you* reasonably incur for the purpose of and for damage directly resulting from controlling any imminent cause of loss that involves or threatens to involve insured property that is covered under this section.

We will pay up to the amount shown on the *schedule* for any one cause of loss.

#### 18. Rebuilding elsewhere

If *we* have agreed to pay a claim for loss or damage to *your* farm *building* and *you* have total replacement or sum insured replacement cover and *you* want to rebuild elsewhere, then *you* can do so if *you* have *our* agreement in writing, provided:

(a) *you* will have to pay for any extra cost associated with rebuilding elsewhere; and

(b) rebuilding must be completed within 12 months of the date of the loss or damage, unless otherwise agreed by *us*.

### 19. Rewards

We will pay the cost of any reward paid by *you* for the purpose of protecting or recovering any of the insured property.

Any reward must contribute to the protection or recovery of the property, must be agreed by *us* before it is offered and will be payable within the sum insured of the property concerned.

*Our* agreement to the terms of a reward payable under this benefit will not be refused unreasonably.

### 20. Statutory requirements

If *we* pay to rebuild or repair *your* farm building, *we* will pay the extra cost to rebuild or repair the damaged portion of the farm building/s needed solely to comply with any statute or local body regulation. Provided that:

- a. Notice of any non-compliance with the statute or local body regulation had not been served on *you* before the damage occurred; or
- b. There has not been an entry made on *your* Certificate of Title as required by section 74 of the Building Act 2004; unless *we* have agreed to provide cover.

Notwithstanding the provisions of this additional benefit, *we* will not pay for any additional cost necessary only to comply with any Act of Parliament or regulations made under or framed in accordance with any Act of Parliament, or regulation or bylaw of any local authority, applicable to the repair, replacement or reinstatement of *your* farm building (or any portion of it) in connection with:

- c. the building being an earthquake-prone building as described in the Building Act 2004 (and any substitution of, amendment to, replacement of or statutory regulation made under the Act); or
- d. the seismic capacity of the building; or
- e. the performance of the building in an earthquake.

### 21. Stolen keys

If any key giving access to a farm building is stolen or believed on reasonable grounds to have been duplicated without proper authority *we* will pay the cost reasonably incurred in altering or replacing locks and their keys or changing the combination number of any electronic keypad. *We* will also pay the reasonable cost of opening any safe following theft or loss of its key or combination.

### 22. Submersible pumps

*We* will pay if a submersible pump not exceeding a replacement cost of the amount shown on the *schedule* breaks down.

At *our* option *we* will pay:

- (a) for repairing the damaged pump to the condition it was in immediately before the damage occurred;
- (b) to replace the item if it is less than 5 years old and cannot be repaired; or
- (c) the *indemnity value* of the item if it is more than 5 years old and cannot be repaired.

*We* will also pay:

- (d) to dismantle and re-erect the item; and
- (e) for the hire of a replacement during the time taken to repair the damaged item.

*We* will pay up to the amount shown on the *schedule* in total for any one item including costs under d. and e. above.

However, *we* will not pay for:

- (1) damage:
  - (a) that arises due to inadequate maintenance or failure to maintain regular servicing;
  - (b) caused by faults or defects that *you* or *your* employee knew about at the commencement of each *period of insurance* and did not disclose to *us*;
  - (c) to the machinery or part immediately affected caused by:
    - (i) wasting or wearing away or wearing out of any part caused by or naturally resulting from ordinary use or working; or
    - (ii) direct consequence of progressive or continuing influences of atmospheric or chemical action; or
  - (d) resulting from the direct application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
- (2) submersible pumps not recovered to the surface.

### 23. Transit of other assets

*We* will pay for repair or replacement of *other assets* lost or damaged anywhere in New Zealand including while in transit except for refrigerated goods unless *you* have taken the Transit of livestock and refrigerated goods optional additional benefit.

#### 24. Unharméd property

We will pay the cost to demolish, damage or remove any property or part unharméd where these costs are incurred for the sole purpose of reinstating damaged insured property.

We will also pay to reinstate such property to a condition the same as, but not better or more extensive than its condition immediately before the demolition, damage or removal, within the sum insured under this section.

#### 25. Utilities

We will pay for the cost of replacement or repair if *your* utilities suffer *accidental* loss or damage.

We will pay up to the amount shown on the *schedule* for any one loss arising out of a single event.

'Utilities' means:

- (a) power and telephone poles plus their overhead lines and associated equipment;
- (b) underground utility services such as power and water supply, that are on *your* farm and are owned by *you* or for which *you* are legally responsible but does not include underground culverts and drains.

### optional additional benefits

These options will apply where *you* have paid additional *premium* and the benefit and limit of cover chosen is shown on the *schedule*:

#### 26. Additional milk penalties

Provided *you* have had a claim accepted by *us* under additional benefit 15A we will also pay, up to a maximum of \$25,000 any one *period of insurance*, that portion of any penalty amounts imposed or deductions made by *your* dairy company for contaminated milk that exceeds the amount that would have been paid to *you* for *your* milk if the milk had not been contaminated.

We will not pay the uninsured percentage excess per loss or percentage excess per *period of insurance* that applies under benefit 15A.

We will not pay for any costs of audit or testing of *your* milk required by *your* dairy company.

We will not pay in respect of any milk that does not belong to *you*.

#### 27. Bulk fertilisers in the open

We will pay for damage to bulk fertiliser and lime in the open caused by fire, lightning, explosion, *flood*, hail, snow or the impact of any vehicle.

We will pay the replacement value.

#### 28. Deterioration of milk

We will pay for loss to *your* bulk milk, at the *situation*, caused by its deterioration following a rise or fall in temperature of a refrigeration chamber as a direct result of *accidental* stoppage, damage or malfunction of the refrigeration machinery.

We will not pay for any loss or damage in any way connected with:

- (a) improper storage or the failure of packing materials;
- (b) shrinkage, inherent defect or contamination of the milk;
- (c) damage arising from the disconnection of the public electrical supply by the supply authority where prior notice of the disconnection has been given;
- (d) gradual deterioration of the refrigeration machinery arising from a lack of maintenance;
- (e) any *accidental* damage that would be insured elsewhere under this policy;
- (f) any consequential loss.

We will pay the *indemnity value*.

#### 29. Deterioration of refrigerated goods other than milk

We will pay for loss to *your* refrigerated goods other than milk, at the *situation*, caused by their deterioration following a rise or fall in temperature of a refrigeration chamber as a direct result of *accidental* stoppage, damage or malfunction of the refrigeration machinery.

We will not pay for any loss or damage in any way connected with:

- (a) improper storage or the failure of packing materials;
- (b) shrinkage, inherent defect or contamination of the stock;
- (c) damage arising from the disconnection of the public electrical supply by the supply authority where prior notice of the disconnection has been given;
- (d) gradual deterioration of the refrigeration machinery arising from a lack of maintenance;
- (e) any *accidental* damage that would be insured elsewhere under this policy;
- (f) any consequential loss.

We will pay:

- (a) the *indemnity value* of any obsolete stock;
- (b) for replacing other stock.

### 30. Farm bridges – not including culverts

We will pay for farm bridges, not including culverts, but we will only pay for damage caused by fire, lightning, explosion, impact by any *vehicle* (but not caused by its weight or that of any load or item being towed), impact by any animal, power pole, tree, mast or aerial, aircraft or articles dropped from them, riot or labour disturbance, theft, or malicious acts, storm including windstorm, hail, snow or flood.

We will pay to the amount shown on the *schedule* for any one loss arising out of a single event.

### 31. Farm forestry lot

We will pay for *accidental* loss or damage to *your* growing timber caused by fire, lightning or explosion.

This cover will only apply if *you* have complied with the Forest and Rural Fires Act 1977 or any other statutory or local body requirement governing the lighting of fires and have taken all reasonable care in the lighting of fires.

We will pay *you* the *market value* of the damaged timber, less any savings in felling or transport costs and the proceeds of any salvage.

An excess of 20 percent of the loss after any savings or salvage applies to this benefit.

In addition, we will also pay up to the amount shown on the *schedule* for fire fighting costs.

### 32. Liquidation or receivership protection

Where farm produce has been supplied to a recognised processor and has passed out of *your* ownership and the processor goes into liquidation or receivership and *you* have not been paid, we will pay your net resultant loss. We will pay up to the amount shown on the *schedule* for any one liquidation or receivership.

### 33. Live hedges and live shelter belts

We will pay for damage to live hedges and live shelter belts caused by fire, lightning, explosion or the impact of any vehicle.

We will pay *you* the cost of clearing and replanting with new seedlings.

### 34. Live plants in any building

We will pay for *accidental* loss of or damage to live plants in any fully enclosed *building* caused by:

- (a) fire, explosion or lightning;
- (b) aircraft or any other aerial or spatial devices or

articles which drop from them;

- (c) impact by vehicles or animals;
- (d) riot and labour disturbance;
- (e) malicious acts or vandalism but not by *you* or any member of *your* family or any *employee*;
- (f) smoke from the sudden and faulty operation of the furnace or boiler used at *your* premises;
- (g) *flood*;
- (h) water which leaks or overflows from any water system including heating installations at *your* premises;
- (i) windstorm but only if the *building* itself is damaged from the same incident;
- (j) burglary.

However, we will not pay for loss or damage directly or indirectly the result of any fluctuation in temperature regardless of any other contributing cause or event.

We will pay *you* for the actual direct costs incurred by *you* to date in growing the plants.

We will only pay costs in respect of plants that are actually damaged.

### 35. Livestock death

We will pay for loss as a result of death of *your* livestock caused by fire, lightning strike, electrocution and smothering resulting from fire, lightning, explosion, electrocution and panic caused by low flying aircraft.

There is no cover for any unborn issue or dogs or pets.

We will pay up to the amount shown on the *schedule* for any one animal, and up to the amount shown on the *schedule* in total for any one event.

We will pay the *market value*.

### 36. Minor farm buildings

We will pay to rebuild or repair damaged farm *buildings*, silos, tanks, concrete paving and cattle stops that have not been specified on the *schedule*. The most we will pay for any one minor *building* and infrastructure is up to a maximum of \$5,000 for any one item, and up to the amount shown on the *schedule* in total for any one event.

This benefit will not apply to *buildings* over 20 square meters in area

A \$500 excess applies to this benefit.

### 37. Natural disaster

We will pay for loss or damage caused by earthquake, hydrothermal activity, natural landslip or volcanic eruption.

This benefit is subject to the Natural disaster optional additional benefit *excess* shown on the *schedule* and for the purpose of applying this a series of events from any one cause during any period of 72 consecutive hours will be treated as one event.

For the purpose of this benefit "landslip" means the movement (whether by way of falling, sliding or flowing or by a combination of these) of ground-forming materials composed of natural rock, soil, artificial fill or a combination of such materials, which, before movement, formed an integral part of the ground; but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion.

We will pay either the *indemnity value* or the replacement value up to the sum insured for those items showing this cover on the *schedule*.

### 38. Transit of livestock and refrigerated goods

We will pay for *accidental* loss or damage to *your* livestock (but not including domestic pets) and refrigerated goods, in transit in New Zealand, (including between the North and South Islands) as a direct result of fire, *flood*, collision, impact and overturning of the conveying vehicle and theft from the conveying vehicle.

We will also pay for any *accidental* loss to refrigerated goods that arises from failure of refrigerated plant on any vehicle as a direct result of collision or overturning of the vehicle.

Where goods and livestock are in the custody or control of another person or carrier, *our* payment will only be in *excess* of any amount that is recoverable from them under common law or under the Carriage of Goods Act.

We will also pay the reasonable cost for the disposal of livestock and refrigerated goods following a valid claim.

We will not pay for:

- (a) any loss or damage resulting from the improper storage or inadequate packaging of *your* goods;
- (b) any loss or damage resulting from the vehicle being operated in an unroadworthy condition;
- (c) any consequential loss.

We will pay up to the sum insured for this item shown on the *schedule*.

The maximum *we* will pay for any one animal is the amount shown on the *schedule* for this item.

We will pay the *market value*.

## exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

### we will not pay for:

#### 1. Excess

any *excess*.

#### 2. Disappearances or shortages

any unexplained disappearances or shortages.

#### 3. Breakdown and defects

loss or damage caused by:

- (a) breakdown, malfunction or non-operation of any mechanical, electrical (except as covered under the Fusion of electric motors additional benefit) or electronic part or component or damage to fuses, protective devices, lighting or heating elements of *your farm building* or other farm assets (including computer and/or electronic equipment), but *we* will pay for any resulting loss or damage provided it is not also excluded;
- (b) defect in design or inherent fault.

However, this section will cover any resulting loss or damage provided it is not also excluded.

#### 4. Uninsured causes

- (a) loss or damage caused by:
  - (i) shrinkage; evaporation;
  - (ii) leakage;
  - (iii) contamination;
  - (iv) discolouration;
  - (v) humidity;
  - (vi) the inherent nature of the property;
  - (vii) the action of light; or
  - (viii) change or fluctuation of artificially controlled temperature or atmosphere (except as covered under the Frozen semen, embryos, animal health products and dog food, additional benefit or Deterioration of milk or Deterioration of refrigerated goods other than milk optional

additional benefits).

- (b) loss or damage directly or indirectly caused by or as a result of the following:
- (i) wear and tear;
  - (ii) corrosion or rust;
  - (iii) action of micro-organisms, mould, mildew, rot, fungi or gradual deterioration (unless covered under the Gradual damage additional benefit);
  - (iv) any other gradually operating cause;
  - (v) insects or vermin (except opossums);
  - (vi) defect in workmanship or any process of manufacturing, testing, cleaning, renovation, repair, restoration or servicing but only in respect of the article or property that has undergone such process;
  - (vii) lifting or moving any farm *building*;
  - (viii) structural additions or structural alterations to any farm *buildings*, including the removal of any wall or roof cladding, unless *we* have been notified and have agreed in writing to provide cover or unless covered under the Capital additions additional benefit;
  - (ix) vibration, weakening or removal of support;
  - (x) burglary, theft, malicious or deliberate damage (unless the loss or damage results from fire or explosion) by *you*, any member of *your* family, any *employee*, anybody renting, living or staying on *your* farm.

#### 5. Building defects

any loss or damage to *your buildings* where that loss or damage arises from, is consequent upon or in connection with the failure of *your buildings* to contain or incorporate materials, a design, a system or a standard of workmanship which effectively prevents or manages the presence or penetration of moisture or water to which *your buildings* might reasonably be subjected.

#### 6. In the open or in transit

any loss or damage to the following property:

- (a) bulk fertilisers and lime while in the open, except as covered by the Bulk fertiliser additional benefit;
- (b) property and *other assets* in transit.

## conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy.**

**They are listed at the beginning of this policy.**

## farming operations interruption

**Remember, words appearing in italics are defined at the beginning of this policy.**

*you* are insured for either a (additional costs) or b (gross profit), whichever is shown on the *schedule*.

### a. additional costs

We will indemnify *you* for reasonable additional costs incurred as a result of interruption or interference to *your farming operations* from loss or damage during the *period of insurance* to *your farm buildings and/or other assets* at the *situation* that *we* have agreed to pay for.

### what we will pay

We will pay for additional expenditure necessarily and reasonably incurred by *you* for the purpose of avoiding or diminishing a reduction in *turnover* or resuming or maintaining normal operations during the six months following damage arising out of any one single event or series of events having the same cause.

We will not pay for any cost of reinstating physical damage.

We will pay up to \$20,000 unless a higher sum insured for this item is shown on the *schedule*.

#### Claims preparation costs

We will, within the sum insured for additional costs cover *you* for reasonable fees and reasonable costs for quantification but not negotiation of claims under this section and the farm assets section of this policy as may be payable by *you* to a chartered accountant, solicitor or other professional consultant or incurred by *your employees*.

#### Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the sum insured, sub limits and maximum amounts payable under this section are exclusive of GST. This means that *we* will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All *excesses* are GST inclusive.

or

### b. gross profit

We will indemnify *you* for the amount of *gross profit* lost as a result of interruption or interference to *your farming*

*operations* from loss or damage during the *period of insurance* to *your farm buildings and/or other assets* at the *situation* that *we* have agreed to pay for.

### what we will pay

*Your lost gross profit.*

This will be calculated as follows:

- (a) The amount produced by applying *your rate of gross profit* to the *turnover* lost during the *indemnity period* in consequence of the insured damage. Lost *turnover* will be assessed as the difference between the *turnover* expected and the actual *turnover you* achieve during the loss period. The level of expected *turnover* will be based on *your turnover* in the equivalent period of the previous year, adjusted for trends, variations and special circumstances that would have affected *your farming operations* had the damage not occurred; and
- (b) Any costs necessarily and reasonably incurred during the *indemnity period* to minimise the reduction in *turnover* but no more than the amount of the *rate of gross profit* times the reduction in *turnover* thereby avoided; and
- (c) An equitable allowance will be made if *you* use accumulated stock to temporarily maintain *your turnover*; but
- (d) The amount *we* pay will be reduced by any savings in costs of *your farming operations* that *you* make during the *indemnity period* as a consequence of the damage; and
- (e) *You* must do everything reasonably practicable to avoid or minimise *your lost gross profit*.

#### Limits on what we will pay:

The maximum *we* will pay is the sum insured shown on the *schedule*.

If there is more than one item shown *we* will pay no more than the amount shown for each item.

## additional benefits

– **apply only to gross profit cover. Unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:**

### 1. Damage to a public utility

If *you* lose *gross profit* because loss or damage occurs anywhere in New Zealand to any:

- (a) Public supply utility (but excluding the Kapuni, Maui and all other off-shore installations) from which *you* obtain electricity, gas, natural gas or water for *your farming operations*;
- (b) Telecommunication systems (excluding any satellite based systems); or
- (c) Waste, sewerage or stormwater system;

and *we* would have paid a loss under this benefit if the damage had been to *your own* property then *we* will pay for *your lost gross profit* up to a maximum of the percentage shown on the *schedule* of the sum insured for this section.

### 2. Farm contracting

*We* will provide cover for interruption or interference to *your farming operations* if they include occasional farm contracting where it comprises no more than 20% of *your annual farming income*.

### 3. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the sum insured, sub limits and maximum amounts payable under this section are exclusive of GST. This means that *we* will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All *excesses* are GST inclusive.

### 4. Payment on account

Provided liability has been admitted, progress payments on account of any claims may be made to *you* at such intervals and for such amounts as are agreed upon production of a report by any loss adjuster appointed by *us* or as agreed by *us*, provided such payments will be deducted from the amount finally determined upon adjustment of the claim.

### 5. Prevention of access

If *you* lose *gross profit* because property immediately adjoining *your farm* is lost or damaged resulting in a restriction of access to *your farm* or the use of *your*

property, whether or not *your own* property is damaged and *we* would have paid for the loss or damage under the farm assets section of this policy if that damaged property had been insured with *us* *we* will pay up to the amount shown on the *schedule* in lost *gross profit*.

### 6. Property damage to your supplier or customer

If *you* lose *gross profit* because:

- (a) The property of *your* supplier or customer is lost or damaged at their premises; and
- (b) *We* would have paid a loss under this benefit if the damage had been to *your own* property;

*we* will pay *your lost gross profit* up to a maximum of the percentage shown on the *schedule* of the sum insured for this section.

## optional additional benefits

– **apply only to gross profit cover.**

These options will apply where *you* have paid additional *premium* and the benefit and limit of cover chosen is shown on the *schedule*:

### 7. Additional increased cost of working

If *we* agree to pay *your lost gross profit* *we* will also pay for necessarily and reasonably incurred additional expenditure beyond that recoverable under any other item of this section, incurred by *you* during the *indemnity period* and in consequence of the damage for the purpose of avoiding or diminishing a reduction in *turnover* or for the purpose of resuming or maintaining normal operations. *We* will pay up to the amount shown on the *schedule*.

However, *we* will not pay for:

- (a) Any portion of the above expenditure which would have been recoverable under any other item of this policy section but for the inadequacy of the sum insured under that item; or
- (b) Any cost of reinstating physical damage.

### 8. Claims preparation costs

If *we* agree to pay *your lost gross profit* *we* will cover *you* for reasonable fees and reasonable costs for quantification but not negotiation of claims under this section and the farm assets section of this policy as may be payable by *you* to a chartered accountant, solicitor or other professional consultant or incurred by *your employees*.

### 9. Loss of gross rental

If the gross rental *you* receive is less than *you* are entitled to under *your* lease agreement because of loss or damage that is covered under the farm assets section of this policy

Then *we* will pay:

- (a) *Your* lost gross rental suffered during the *indemnity period*; and
- (b) Any costs necessarily and reasonably incurred during the *indemnity period* in minimising loss of gross rental up to but no more than the reduction of gross rental avoided;

however:

- (c) The amount *we* pay will be reduced by any savings *you* make during the *indemnity period* as a consequence of the damage.

### 10. Reinstatement of records

*We* will pay the clerical, legal and other charges reasonably incurred by *you* during the *indemnity period* and in consequence of the damage in the replacement or restoration of deeds and other documents (including stamps thereon), manuscripts, plans, specifications and writings of every description and books (written and printed), books of account, card indexes, computer systems records, electronic records and other business records.

The insurance under this benefit extends to include the cover as above described while anywhere in New Zealand to an amount not exceeding 10 per cent of the sum insured on this benefit.

However, *we* will not pay for:

- (a) Costs and expenses incurred as a result of corruption, distortion or erasure of software or business records on electronic storage devices unless directly resulting from damage that would be covered under the farm assets section of this policy provided such corruption or erasure is due to an identifiable event.
- (b) Any costs unless a back-up record of *your* current computer records is created at least every seven working days from the inception of this policy for the protection of such records.

### 11. Wages in lieu of notice and wages for partial services

If *we* agree to pay *your* lost *gross profit* and wages are

an uninsured working expense excluded from the calculation of *gross profit* the amount payable under this benefit is limited to the loss incurred by *you* by the payment of wages for a period beginning with the occurrence of the damage and ending not later than the number of weeks thereafter shown on the *schedule*.

The amount payable as indemnity under this item will be the actual amount that *you* pay as wages for such period to *employees* whose services can not, in consequence of the damage, be utilised by *you* at all and an equitable part (based upon shortage of *turnover* or other index) of the wages paid for such period to *employees* whose services can not, in consequence of the damage, be utilised by *you* to the full.

**The exclusions and conditions that follow apply to both a. additional costs or b. gross profit.**

### exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

### *we will not pay for:*

#### 1. Excess

any *excess*.

#### 2. Uninsured property causing loss

any *gross profit* lost or costs incurred as a result of loss or damage to standing timber, growing crops, pasture, livestock, trees, hedges, dams, canals, reservoirs (but not tanks) or bridges.

### conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy.**

**They are listed at the beginning of this policy.**

The condition below gives *you* information about *your* obligations arising from this section.

#### 1. Certificate of loss

Any details in *your* books of account or other business books or documents required by *us* when investigating or verifying any claim, must be produced and certified by *your* accountants or auditors and their certificate will be prima facie evidence of the details to which such certificate relates.

## agriplan livestock, dogs and horses

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what *you* are insured for for unspecified animals

We will indemnify *you* for *your* farm livestock, farm dogs or farm *horses* in New Zealand for death by *accident*, as a result of *your farming operations*, during the *period of insurance*.

#### what we will pay:

For unspecified livestock the *market value* before death to the maximum selected for any one animal and in total no more than the sum insured for this item.

For unspecified dogs or *horses* the *market value* before death to a maximum of \$1,000 for any one animal.

### for specified animals

#### – As shown on the *schedule*

We will indemnify *you* for *your* specified farm livestock, farm dogs and farm *horses* in New Zealand for either death by *accident* or death by *accident*, disease or illness as a result of *your farming operations*, during the *period of insurance*.

#### what we will pay:

The *market value* before death to a maximum of the sum insured for that animal.

#### Age limits for unspecified and specified animals:

We will not cover any dog aged less than 4 months or that has reached 9 years of age at the beginning of each *period of insurance* unless a different age for this animal is shown on the *schedule*.

We will not cover any *horse* aged less than 4 months or that has reached 16 years of age at the beginning of each *period of insurance* unless a different age for this animal is shown on the *schedule*.

We will not cover any other animal aged less than 6 months or that has reached 5 years of age at the beginning of each *period of insurance* unless a different age for other animals is shown on the *schedule*.

### additional benefits

– unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:

#### 1. Castration (not available for dogs and *horses* covered only for death by accident)

We will pay for death as a result of castration provided the operation is performed by a veterinary surgeon.

#### 2. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the sums insured, sub limits and maximum amounts payable under this section are exclusive of GST. This means that *we* will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All *excesses* are GST inclusive.

#### 3. Intentional slaughter (benefit **b** is not available for dogs and *horses* covered only for death by accident)

We will pay for loss as a result of intentional slaughter:

- (a) if it is carried out on humane grounds and certified by a qualified veterinary surgeon that it was necessary to terminate incurable suffering and where a claim would have been accepted, had death occurred without any intervention.
- (b) in compliance with the legal requirements of any Public or Territorial Authority. However, when an animal is destroyed under the provision of any *Act* or under Order of the Executive Council or by the instructions of any Government or Local Inspector acting under the authority of such *Acts* or Order *we* will not be liable to pay more than the difference between the amount payable to *you* under such *Acts* or Order or at law and the amount that would otherwise be payable under this section.

#### 4. Replacement, or additional, dogs or horses

Any replacement, or additional, *horse* or dog will be covered until the next policy renewal for the same cover as shown on the *schedule* for unspecified *horses* or dogs.

#### 5. Veterinary fees

We will also pay up to the amount shown on the *schedule* for veterinary fees associated with any claim that *we* accept.

## optional additional benefits:

These options will apply where *you* have paid additional *premium* and the benefit and limit of cover chosen is shown on the *schedule*:

### 6. Limited theft and escape (not available for dogs and horses covered only for death by accident)

We will pay for loss arising from:

- (a) theft and/or escape from the farm on which the animals are held as a result of violent and forcible entry or exit by thieves or malicious persons, not being *you* or *your* employees; or
- (b) escape following damage to gates and fences caused by weather conditions or impact by any cause.

Provided that:

- (i) wherever reasonably possible the farm is occupied during the hours of darkness;
- (ii) perimeter fences are properly maintained;
- (iii) external gates and loading pen gates are securely locked during the hours of darkness;
- (iv) the loss is not the result of mysterious or unexplained disappearance, escape or voluntary parting of possession or title as a result of being induced by a fraudulent scheme, trickery or similar false pretence.

### 7. Loss of use (not available for dogs and horses covered only for death by accident)

If during the *period of insurance* the animal as a result of an *accident*, disease or illness has become permanently:

- (a) impotent or infertile; or
- (b) incapable of natural service,

as certified by a veterinary surgeon, we will, no earlier than 90 days after the first diagnosis of impotency, infertility or incapability and following production of further satisfactory veterinary evidence that the animal is permanently impotent, infertile or incapable of natural service, pay the difference between the sum realised by the disposal of the animal to best advantage and its *market value*, but no more than its sum insured.

### 8. Maternity risk (not available for dogs and horses covered only for death by accident)

We will pay for loss resulting from death arising from pregnancy or parturition, except during or as a result of transit.

## exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

### we will not pay for

#### 1. Excess

any excess.

#### 2. Intentional slaughter

loss as a result of intentional slaughter unless it is covered by the Intentional slaughter additional benefit.

#### 3. Uninsured causes

loss as a result of death:

- (a) from any disease or illness that develops within twenty-one days of the commencement of cover;
- (b) from or accelerated by anthrax, brucellosis, bovine spongiform encephalopathy (BSE), swinefever, tuberculosis, foot and mouth disease, footrot or facial eczema;
- (c) due to surgery not authorised by *us* in writing except as covered by the Castration additional benefit; or
- (d) from any cause directly or indirectly due to pregnancy or parturition except as covered by the Maternity risk optional additional benefit;

#### 4. Improper use or treatment

loss arising from death or reduction in value resulting from improper use, overloading, unskilful treatment or neglect.

#### 5. Inability to fulfil functions

loss arising from inability or reduced ability to fulfil the functions or duties for which the animal was acquired except as covered by the Loss of use optional additional benefit.

## conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy.**

**They are listed at the beginning of this policy.**

The conditions below give *you* information about *your* obligations arising from this section.

### 1. Health

For there to be cover all animals must be in sound health and free from injury and physical disability at the time this section was taken out or renewed. If they are not in sound health and free from injury and physical disability all cover in respect of that animal or animals is suspended until it is or they are.

### 2. Manifesting of disease or illness

Any disease or illness must manifest itself during the *period of insurance* and death occur during that period or within thirty days after cover ceased.

### 3. Proof of death and disposal of remains

In the event of death:

- (a) *you* must supply *us* with a veterinary certificate confirming the animal's cause of death and any proof of identity *we* require; and
- (b) *you* must not dispose of the dead animal until *you* have given *us* the opportunity and free access to examine it should *we* wish to do so.

## agriplan machinery breakdown

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what *you* are insured for

We will indemnify *you* for *accidental damage* to *machinery* during the *period of insurance* arising out of *your farming operations*.

### what we will pay at our option

#### 1. In the event of repairable damage

- (a) We will pay the cost necessarily incurred in the restoration of the *machinery* to normal working order.
- (b) If *you* carry out the repairs yourself we will also pay *you* for the cost of materials and wages *you* incur to effect the repairs plus a reasonable amount to cover *your* overhead charges.
- (c) We will pay for the reasonable cost of hiring a replacement machine during the time taken to repair the *damage*.
- (d) Where any *damaged* parts that have been replaced retain a value, then that value may be deducted from the claim.

#### 2. In the event of total loss

- (a) An item will be a total loss if it is uneconomic to repair.
- (b) We will pay *you* the replacement cost of the insured item if not more than 5 years old. For all insured items in excess of 5 years old we will apply depreciation at 8% per annum from when the item was new, for each year (or part thereof) up to a maximum of 72%.

### we will also pay

- (a) the cost of dismantling the *damaged machinery* and installing a replacement item.
- (b) the cost of ordinary freight, although we will also pay up to \$2,500 for the extra costs involved:
  - (i) to express freight or airfreight (including overseas airfreight) any part or replacement *machine*; and
  - (ii) in labour overtime cost to expedite repairs;

that are necessarily incurred to maintain *your* normal *farming operations* following *damage*.

#### Limits on what we will pay for:

- (1) The most that we will pay will be the sum insured

shown on the *schedule* or the *indemnity value* of the *machinery*, whichever is the less, except for replacement as above, when the most we will pay is the sum insured shown on the *schedule*.

- (2) If it is not possible to obtain a part needed for repairs to the *machinery* we will not pay more than the manufacturer's or supplier's latest list price for that part.

### additional benefits

– unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:

#### 1. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the sums insured, sub limits and maximum amounts payable under this section are exclusive of GST. This means that we will pay up to a maximum of the sum insured plus GST to a maximum of the current rate of GST applied to that sum insured.

All excesses are GST inclusive.

#### 2. Removal of debris

We will pay for removing any debris.

#### 3. Replacement of refrigerant

We will pay up to the amount shown on the *schedule* for the replacement of refrigerant that is lost as a direct result of *damage*, subject always to exclusion 7 and all other exclusions of this machinery breakdown section.

#### 4. Submersible pumps – lifting and lowering

We will pay up to the amount shown on the *schedule* for the cost incurred as a result of *damage* in the lifting or lowering of submersible pump units, provided that the unit is recovered to the surface.

### exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

### we will not pay for

#### 1. Excess

any *excess*.

#### 2. Parts

parts which:

- (a) by their use or nature suffer a high rate of wear or depreciation;
- (b) are exchangeable and replaceable including but not limited to shear pins, bits, drills, knives or other cutting edges; or
- (c) are made of glass, ceramic, rubber, textiles or synthetic materials.

### 3. Operating media

operating media such as fuels, cleansing agents and lubricants.

### 4. Before commissioning

*machinery* prior to successful commissioning.

### 5. Uninsured costs

the cost of rectifying *damage*:

- (a) directly or indirectly caused by or resulting from causes covered under the farm assets section of the policy;
- (b) resulting from experiments or overload or similar tests requiring the imposition of abnormal conditions;
- (c) that arises from inadequate maintenance or failure to maintain regular servicing;
- (d) caused by faults or defects that *you or your employee* knew about at the commencement of each *period of insurance* and did not disclose to us;
- (e) that is covered under any maintenance contract, warranty or guarantee;
- (f) to the *machinery* or part immediately affected caused by:
  - (i) scratching of painted or polished surfaces;
  - (ii) wasting or wearing away or wearing out of any part caused by or naturally resulting from ordinary use or working;
  - (iii) gradual deterioration; or
  - (iv) as a direct consequence of progressive or continuing influences of atmospheric or chemical action,

but *we* will be liable for other *damage* covered under this section resulting from such causes; or
- (g) resulting from the direct application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.

### 6. Improvements

alterations, additions, improvements, overhauls or maintenance.

### 7. Ozone friendly refrigerant

the additional cost incurred to enable *machinery* to operate with a more ozone friendly refrigerant.

### 8. Pumps

submersible pumps not recovered to the surface.

## conditions

**General conditions give *you* information about *your* and our obligations arising from this policy.**

**They are listed at the beginning of this policy.**

## farmers liability

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what *you* are insured for

We will indemnify *you* for *your* legal liability to pay direct compensation for *damage to property* or *personal injury* happening during the *period of insurance* resulting from an *occurrence* in New Zealand arising from *your farming operations*.

### what we will pay

The total amount we will pay, including in respect of additional benefits, relating to one *occurrence* or series of *occurrences* consequent on or attributable to one source or original cause will not exceed the limit of indemnity for this section shown on the *schedule*, irrespective of the number of parties entitled to indemnity under this section.

In addition, if we have accepted a claim under this section of the policy we will pay any associated *defence costs*.

### additional benefits

– unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:

#### 1. Compensation for court appearance

We will pay at the rate of the amount shown on the *schedule* per day for each day on which *you* attend as a witness in connection with a claim under this section.

We will pay no more than the amount shown on the *schedule* for any one court case.

#### 2. Damage from the use of motor vehicles and watercraft

We will cover *you* for *your* legal liability arising in connection with:

- (a) the loading or unloading of a *vehicle* or the bringing to or taking away of a load from a *vehicle*;
- (b) the use of the *vehicle* as a tool of trade and not operated solely as a *vehicle*; or

#### (c) the use of *watercraft* not exceeding 8 metres in length. 3. Damage to employees' belongings

We will cover *you* for *your* legal liability for damage to the personal belongings of directors of any company insured by this policy or *your employees*.

#### 4. Defamation

We will cover *you* for *your* legal liability for defamation or invasion of privacy, excluding claims arising out of defamation:

- (a) when the first publication was made before the commencement of the *period of insurance*;
- (b) made at *your* direction with knowledge of its falsity; or
- (c) made in the course of or relating to:
  - (i) advertising, broadcasting or telecasting activities;
  - (ii) activities using the internet, intranet or the world wide web;
  - (iii) publication of newspapers, journals, books or periodicals;

conducted by *you* or on *your* behalf.

#### 5. Exemplary damages

We will cover *you* for *your* legal liability for exemplary damages awarded by any New Zealand court in respect of *personal injury* happening in New Zealand, provided that:

- (a) there is no cover in respect of such damages arising out of any dishonest or malicious act or omission by *you*; and
- (b) *you* have not revealed the existence or terms of this cover without *our* written consent unless legally obliged to do so; and
- (c) *our* liability will not exceed the limit of indemnity or the amount shown on the *schedule*, whichever is the lesser, in any one *period of insurance* inclusive of any *defence costs*.

#### 6. Farm contracting

We will provide cover for liability arising from occasional farm contracting where it comprises no more than 20% of *your* annual farming income. However, we will not provide cover for liability in any way associated with the application of insecticides, pesticides, hormone sprays or any other chemical or product.

#### 7. Farm stay

We will cover *you* for *your* liability as an innkeeper as regulated by the Innkeepers Act 1962 arising from any farm stay provided that *your* operation as a farm stay forms part of *your farming operations*.

## 8. Forest and Rural Fires Act

We will cover *you* for *your* liability under the Forest and Rural Fires Act 1977 arising from any one event occurring during the *period of insurance* for:

- (a) costs and levies under sections 43, 46 and 46A incurred and apportioned by any Fire Authority; and
- (b) costs claimed by any other party in order to protect their property from fire.

However, we will not provide cover where *your* liability arises directly or indirectly from any fire *you* lit intentionally that did not comply with the Forest and Rural Fires Act 1977 or any other statutory or local body requirement governing the lighting of fires.

Exclusion 2 (aerial devices, vehicles and watercraft) will have no effect on the cover provided by this benefit.

We will not cover *you* for any fines or any exemplary or punitive damages awarded against *you*.

We will pay up to the amount shown on the *schedule*. This amount includes legal costs.

*You* are only entitled to payment of this benefit under one section of this policy or under one policy with *us*.

We will not pay more than the amount shown on the *schedule* (plus legal costs and expenses incurred with *our* consent) in total for any legal liability (whether pursuant to this Act or otherwise) arising out of any one event.

## 9. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the limit of indemnity, sub limits and maximum amounts payable under this section are exclusive of GST. This means that we will pay up to a maximum of the limit of indemnity plus GST to a maximum of the current rate of GST applied to that limit of indemnity.

All *excesses* are GST inclusive.

## 10. Indemnity to landlord

We will cover *you* for *your* legal liability under a lease agreement to indemnify *your* lessor against third party actions, suits or demands to pay direct compensation as a result of *damage to property or personal injury*.

## 11. Landlord's liability

We will cover *you* for *your* legal liability to pay direct compensation as a result of *damage to property or personal injury* arising in connection with *your* legal ownership, but not physical occupation, of any premises.

## 12. Overseas visits cover

We will cover *you* for *your* legal liability for *occurrences* while outside New Zealand but only in respect of *damage to property or personal injury* that arises out of the incidental performance of clerical, managerial, marketing or sales responsibilities while *your* normal place of residence is in New Zealand and *you* are away for a short time. There is no cover in relation to the performance of any physical work of a manual nature.

## 13. Poisoning of animals

We will cover *you* for all sums which *you* become legally liable to pay as a result of *accidental* death of or injury to any animal or bird (not belonging, leased or hired to *you*) in *your* custody or control caused by poisoning or any harmful matter in food or drink.

The maximum we will pay for any one animal or bird is the amount shown on the *schedule* with a maximum of the limit of indemnity as shown on the *schedule* for any one *occurrence*.

## 14. Pollutants

We will cover *you* for *your* legal liability for direct compensation for *damage to property or personal injury* resulting from pollutants but only if caused by or arising out of an identifiable, unexpected and sudden *accidental* release (including discharge, dispersal, seepage, migration and escape) of pollutants which commences during the *period of insurance* and is:

- (a) detected within 7 days of its commencement; and
- (b) reported to *us* within 7 days of its being detected.

For the purposes of this section the commencement of any intermittent release will be deemed to be at the start of the first release of the series.

The total amount we will pay for all sums in respect of any one *period of insurance* for all claims in respect of releases (including discharge, dispersal, seepage, migration and escape) of pollutants will not exceed the limit of indemnity for this section shown on the *schedule*, irrespective of the number of parties entitled to indemnity under this section.

For the purposes of establishing the total amount payable by *us* in respect of one *period of insurance*, it is understood that any releases of pollutants consequent upon or attributable to one source or original cause (irrespective as to whether the release is continuous or intermittent) will be considered as one release.

We will not pay for any cost to test for, monitor, clean up,

remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants on structures, premises, sites or land currently or previously owned, occupied, used by or under the control of *you* where the obligation arises out of such ownership, occupancy, use or control by *you*.

In addition we will pay in respect of a valid claim any *defence costs*.

'Pollutants' means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, micro-organisms, bacteria, virus, chemicals, sewage and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

### 15. Product liability

We will cover *you* for *your* legal liability to pay direct compensation for *damage to property or personal injury* happening during the *period of insurance*, including for *products* supplied from New Zealand other than supplied to the United States of America or its territories or possessions and/or Canada if to *your* knowledge such *products* have been or will be supplied to a person, company or organisation within those areas whether or not in their original form, resulting from an *occurrence* arising from *your farming operations* and which is caused by the nature, condition or quality of any *products* sold or supplied by *you*.

The amount payable in total for claims in any one *period of insurance* for both *products* and *Product recall* as detailed in additional benefit 16 will not exceed the product liability limit of indemnity shown on the *schedule*. If we accept a claim *you* make for product liability then we will also pay associated *defence costs*.

However, we will not pay for:

- (a) the cost of inspecting, repairing or replacing the *products* sold or supplied by *you* or for making any refund on the price paid however this exclusion does not apply to liability for physical loss or damage to *products* caused by other *products* if they were physically independent at the time of such physical loss or damage;
- (b) any compensation or costs which are, or should have been, covered by insurance which *you* were required by law to take out in another country;
- (c) *your* liability for *damage to property or personal injury* directly or indirectly caused by or arising in connection with any:

- (i) *product* sold or supplied by *you* which is for use in any aircraft *aerial device* or thing made or intended to float on or in or travel through air or space;
- (ii) advice, directions, instructions, markings or warnings given or omitted to be given;
- (iii) error, failure or omission in design, formula, plan or specification;
- (iv) deficiency or defect in any instruction, directions, markings or warnings prepared by *you* and relating to the use or storage of *your product*.

### 16. Product recall

We will contribute to those costs *you* are legally liable to pay for physically recalling or withdrawing *products* that have already given rise to a claim covered by the *Products liability* additional benefit, if we agree that such recall or withdrawal is necessary to prevent similar claims arising.

The most we will pay in respect of all such recalls or withdrawals, is the percentage of the cost exceeding the *excess* for this benefit, subject to the maximum amount payable, all of which are shown on the *schedule*.

The total amount payable for claims in any one *period of insurance* in relation to both *products* and *product recall* will not exceed the product liability limit of indemnity shown on the *schedule*.

### 17. Property in your custody or control

We will cover *you* for *your* legal liability for physical loss or damage to the following items in *your* custody or control:

- (a) premises not owned or rented by *you* at which *you* are undertaking work in connection with *your farming operations*;
- (b) customer's or visitor's vehicle or trailer that is parked on *your* farm;
- (c) any other tangible property.

The maximum we will pay for each *occurrence* that results in loss is the amount shown on the *schedule*. An *excess* of \$1,000 will apply unless a higher one is shown on the *schedule*.

### 18. Roadside grazing – liability to territorial authority

We will cover *your* legal liability to any territorial authority arising out of *you* grazing animals on a roadside.

### 19. Tenant's liability

We will cover *you* for *your* legal liability to pay direct

compensation as a result of damage to premises (including their fixtures or fittings) leased or rented by *you* or in *your* custody or control but not owned by *you* or for *damage to property* in business premises that *you* temporarily occupy, but excluding legal liability arising in connection with *your* failure to arrange insurance on the property.

## 20. Vehicles in your control (Service and repair)

We will cover *you* for *your* legal liability to pay compensation for an *accident* connected with *your* *farming operations* caused by or arising out of the repair, renovation, maintenance, installation or servicing by *you* of any:

- (a) *vehicle*;
- (b) *watercraft* not exceeding 8 metres in length;
- (c) internal combustion engines; or
- (d) accessories or fittings of either of the above;

where such items are or have been in the care, custody or control of, but are not owned, hired, leased, rented or borrowed by *you*.

However, cover is not provided for *your* legal liability to pay the cost of performing, completing, correcting or improving any work done or undertaken or rectifying defective work. This exclusion will not apply to legal liability for resultant damage to other separate property or parts that *you* have not been working on.

Our liability to cover *you* under this additional benefit:

- (a) for the item under repair, renovation, installation or servicing will not exceed for any one *occurrence* the amount shown on the *schedule* for service and repair; and
- (b) will not exceed the limit of indemnity applicable to this farmers liability section.

An *excess* of \$1,000 will apply under this additional benefit for each *occurrence* unless a higher one is shown on the *schedule*.

We will not cover *you* under this additional benefit for *your* legal liability for *damage to property* or *personal injury* that occurs while any *vehicle* or *watercraft* is being driven, sailed or navigated by or on behalf of *you* by any person who:

- (a) does not have a valid licence that authorises them to drive the *vehicle* at the time of the accident;
- (b) at the time of the accident giving rise to a claim under this additional benefit is under the influence of

intoxicating liquor or a drug or who has a proportion of alcohol in their blood or breath that is higher than that allowed under New Zealand traffic law; or

- (c) fails to stop or leaves the scene of the accident when it is an offence to do so or refuses to undergo a breath test or provide a blood sample having been lawfully requested to do so.

Exclusions 2 and 4 of this farmers liability section do not apply to this additional benefit.

## 21. Vibration or weakening of support

We will cover *you* for *your* legal liability for *damage to property* due to vibration or to the withdrawal or weakening of support.

Any payment will be limited to the amount shown on the *schedule* for any one event.

An *excess* of \$5,000 will apply to each and every claim.

## exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

We will not pay for *your* liability in respect of:

### 1. Excess

any *excess*.

### 2. Aerial devices, vehicles and watercraft

*damage to property* or *personal injury* caused by or arising in connection with *your* ownership, possession, maintenance or use of:

- (a) any *vehicle* which is or should have been registered or is otherwise insured in respect of the same liability; or
- (b) *aerial devices* or *watercraft*;

except under the additional benefits for Damage from the use of motor vehicles or watercraft or for Vehicles in *your* control (service and repair).

### 3. Employees

*personal injury* to any *employee* under a contract of service or apprenticeship with *you*.

### 4. Property in care, custody or control

*damage to property* owned, occupied or held in trust by *you* or in *your* custody or control other than covered by the Farm stay additional benefit, the Indemnity to landlord additional benefit, the Property in *your* custody

or control additional benefit, the Tenant's liability additional benefit or the Vehicles in *your* control additional benefit.

#### 5. Defective work

the cost of performing, completing, correcting or improving any work done or undertaken by *you*.

#### 6. Liability under agreement

claims resulting from liability assumed under an agreement unless such liability would have attached in the absence of such agreement or is assumed by *you* under a warranty of fitness or quality, or is implied by law in respect of products or is covered under the Leased premises additional benefit.

#### 7. Breach of duty

claims resulting from a breach of the duty owed in a professional capacity by *you* except for services rendered by members of *your* own first aid or ambulance services.

#### 8. Fines and penalties

any fine, penalty, reparation order or any other form of criminal sanction, exemplary, punitive, aggravated or liquidated damages levied against *you*.

#### 9. Loss of use

claims in respect of loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) a delay in or lack of performance by *you* or on *your* behalf of any contract or agreement; or
- (b) the failure of *products* or work performed by *you* or on *your* behalf to meet the level of performance, quality, fitness or durability warranted or represented by *you*.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden and *accidental* physical damage to or destruction of *products* or work performed by *you* or on *your* behalf after such *products* or work have been put to their intended use by any person or organisation other than *you*.

#### 10. Defamation

claims in relation to defamation unless covered by the Defamation additional benefit.

#### 11. Maturing and packing

claims caused directly by the process of natural maturing, grading or packing.

#### 12. Genetic modification

*damage to property* or *personal injury* directly or indirectly caused by:

- (a) the presence on any premises of or the production of or the supply of any genetically modified organism or any other material that has been genetically modified where liability may be directly or indirectly attributed to the genetic characteristics of such organism or material.
- (b) the spread of or the threat of spread of any genetically modified organism characteristics into the environment or any change to the environment arising from research into, testing of or production of genetically modified organisms or other material.

#### 13. Uninsured causes, operation or property

*damage to property* or *personal injury* directly or indirectly caused by or arising out of:

- (a) contamination, pollution or poisoning;
- (b) or during farm contracting other than to the extent allowed by the Farm contracting additional benefit;
- (c) *products*;
- (d) roadside grazing in respect of any liability to a territorial authority other than to the extent allowed by the Roadside grazing additional benefit;
- (e) the vibration, withdrawal or weakening of support; or
- (f) any micro-organism, bacteria, parasite, virus, disease, illness or injury transmitted by or from any products or by or from any animals, birds, fish or other livestock owned by *you* or under *your* care custody or control.

## conditions

**General conditions give *you* information about *your* and our obligations arising from this policy.**

**They are listed at the beginning of this policy.**

The conditions below give *you* information about *your* and our obligations arising from this section.

#### 1. Burning in the open air

When *you* light fires in an open-air location *you* must comply with any conditions imposed under a fire permit that must first be obtained from the appropriate Local Authority.

## 2. Cross liability

Any claim made by an insured against any other insured will be treated as though the party so claiming is not an insured. Where more than one party is described as the named Insured each such party will constitute a separate insured for the purpose of this condition.

However, nothing contained in this condition will operate to increase the limit of indemnity shown on the *schedule* nor override the provisions of General condition 12 (Joint insureds).

## 3. Duty of care

You at *your* own expense must take all reasonable precautions to prevent *personal injury* and *damage to property* and to:

- (a) comply with all relevant legislation and all obligations imposed by any authority;
- (b) maintain premises and plant and everything used in *your farming operations* in proper repair; and
- (c) remedy any defect or eliminate any danger that may give rise to *damage to property* or *personal injury*.

## agriplan statutory liability

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what you are insured for

#### Insuring clause A – Entity liability

We will pay on *your* behalf any *fine* under an *Act* and *defence costs* arising out of a *claim* made against *you* provided that *you* first become aware of the *claim* during the *period of insurance*.

#### Insuring clause B – Entity reimbursement

We will pay on *your* behalf any *fine* under an *Act* and *defence costs* for which *you* are lawfully permitted or required to indemnify, and have agreed to so indemnify, an *insured person* arising out of a *claim* made against an *insured person* provided that the *entity* and/or the *insured person* first becomes aware of the *claim* during the *period of insurance*.

#### Insuring clause C – Insured person liability

We will pay on behalf of the *insured person* any *fine* under an *Act* and *defence costs* arising out of a *claim* made against the *insured person* provided that the *entity* and/or the *insured person* first becomes aware of the *claim* during the *period of insurance*.

We will not pay any *fine* or *defence costs* arising out of any *claim* under Insuring clause C to the extent that the *entity* has indemnified an *insured person* for the *fine* or *defence costs*.

**However, there will be no cover under Insuring clauses A, B or C unless:**

- (a) the *claim* is notified to *us* during the *period of insurance* or within 30 days after the end of the *period of insurance*; and
- (b) the *occurrence* took place on or after the *retroactive date*; and
- (c) the *fine* and *defence costs* do not arise from an excluded *Act*. Excluded *Acts* are the following *Acts* of the New Zealand Parliament:
  - Arms Act 1983;
  - Aviation Crimes Act 1972;
  - Commerce Act 1986;
  - Crimes Act 1961;
  - Criminal Investigations (Blood Samples) Act 1995;
  - Hazardous Substances and New Organisms Act 1996 but only as it relates to new organisms;

- Misuse of Drugs Act 1975;
- Proceeds of Crime Act 1991;
- Summary Offences Act 1981;
- Transport Act 1962;
- Transport (Vehicle and Driver Registration and Licensing) Act 1986; or
- Any other *Act* shown on the *schedule* as an excluded *Act*.

### what we will pay:

The total amount payable in any one *period of insurance* by *us* under this section on *your* behalf in respect of all *fin*es and *defence costs* arising out of all *claims* will not exceed in the aggregate the limit of indemnity shown on the *schedule*.

This includes any payments made for additional benefits unless otherwise shown.

### additional benefits

– unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:

#### 1. Acquittal

No *excess* will apply and we will reimburse any *defence costs* paid by *you* including where it was alleged that *you* intentionally, knowingly or wilfully committed an *occurrence*, in the event of:

- (a) an acquittal of all of *you*; or
- (b) a dismissal or a withdrawal of the prosecution of the offence without the payment of any *fine* by any one of *you*.

Provided, however, that in the case of b. above such reimbursement will occur 90 days after the date of dismissal or agreement to withdraw the prosecution as long as no *claim* alleging the same or any related *occurrence* is again brought within that time.

Reimbursement will also be subject to an undertaking by *you* in a form acceptable to *us* that such reimbursement will be paid back by *you* to *us* in the event the *claim* alleging the same or related *occurrence* is brought after the 90 day period.

Acquittal means an adjudication of not guilty obtained in favour of all insureds, after the exhaustion of all appeals. The term acquittal does not apply to a *claim* against an insured for which settlement has occurred.

#### 2. Advancement of defence costs

We will advance *defence costs* to *you* as and when they are incurred before the final disposition of the *claim*.

You will repay such payments to *us* severally, according to *your* respective interests, in the event and to the extent that the *claim* is in fact determined not to be covered or is resolved on terms or in a manner that excludes it from cover under this section.

### 3. Continuous cover

Notwithstanding exclusion 5 of this statutory liability section, where:

- (a) *you* first became aware of any *claim* or fact or circumstance as described in condition 3, after the *continuity date* and before the *period of insurance*; and
- (b) *you* do not notify *us* of such *claim* or fact or circumstance, until a date during the *period of insurance* or within 30 days after the *period of insurance*,

then:

- (i) in the absence of fraudulent non-compliance with the duty of disclosure or fraudulent misrepresentation by *you* in respect of such *claim*, fact or circumstance; and
- (ii) if *we* have been *your* statutory liability insurer continuously from and after the *continuity date*;

*we* will accept notification of such *claim*, or any *claim* arising from such facts or circumstances, during the *period of insurance*.

The cover provided will be in the terms of this policy except that the applicable limit of indemnity and *excess* will be as they were at the date when any of *you* first became aware of the *claim* or facts or circumstances.

### 4. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the limit of indemnity, sub limits and maximum amounts payable under this section are exclusive of GST. This means that *we* will pay up to a maximum of the limit of indemnity plus GST to a maximum of the current rate of GST applied to that limit of indemnity.

All *excesses* shown are GST inclusive.

### 5. Preservation of indemnity

In the event and to the extent that the *entity* is permitted or required to indemnify any *insured person*, but for whatever reason fails or refuses to do so, then *we* will pay on behalf of the *insured person* the *fine* and *defence costs* in accordance with insuring clause C. In such event the *excess* shown on the *schedule* applicable to

insuring clause B will be paid by the *entity* to *us*. In the event of the *entity* being placed in liquidation (other than voluntary liquidation), no *excess* will apply.

## exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

### we will not pay for

#### 1. Excess

any *excess*. A single *excess* will apply to all *claims* alleging a single *occurrence*.

#### 2. Continuing offence

that part of a *fine* for a continuing offence under any *Act* which is imposed for a period of time after which *you* knew or should have known, that an offence was being committed.

#### 3. Handling materials

the handling or disposal of materials by any person or organisation acting on *your* behalf unless *you* have taken all reasonable steps to ensure that the materials will be handled or disposed of in a lawful manner.

#### 4. Intentional breach and failure to comply

any *occurrence* which has arisen out of:

- (a) any intentional, knowing or wilful breach by *you* of any provision or provisions of any *Act*; or
- (b) *your* intentional, knowing or wilful failure to comply with any lawful abatement notice or enforcement order, improvement notice, prohibition notice or suspension notice, building notice, notice to rectify, compliance schedule, gazetted notice or order made by a commission, tribunal or standards review board or lawful consent, determination, memorandum, notice, order or *schedule* issued under any *Act*.

#### 5. Prior claims and known circumstances

any *claim*.

- (a) made, threatened or intimated against any one of *you* before the *continuity date*;
- (b) arising directly or indirectly from any facts or circumstances:
  - (i) notified under any insurance that was in force before the original inception of this policy section; or

- (ii) known to any one of *you* before the *continuity date* and which might reasonably be expected by *you* to give rise to a *claim*;
- (c) arising directly or indirectly from any litigation with respect to any *occurrence* committed or alleged to have been committed by any one of *you* before the *continuity date*, whether or not disclosed to *us*.

## conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy.**

**They are listed at the beginning of this policy.**

The conditions below give *you* information about *your* and *our* obligations arising from this section.

### 1. Conduct of claim

We will be entitled to take over and conduct in *your* name, with full discretion in the conduct of the proceedings, the defence of any *claims* or the prosecution in *your* name for *your* own benefit of any *claim*.

If *you* do not agree with *our* decision to settle a *claim* the terms of condition 4 will apply.

### 2. Election to settle

We may settle any *claim* with *your* consent, or where settlement or a guilty plea is recommended by a senior counsel, in accordance with condition 4.

If, however, consent to such settlement or entry of a guilty plea is still withheld by *you*, *our* liability for the *claim* will not exceed the amount for which the *claim* could have been settled plus *defence costs* incurred with *our* consent up to the date the settlement or entry of a guilty plea was recommended.

### 3. Notification of circumstances

If during the *period of insurance* any one of *you* become aware of any facts or circumstances that may give rise to a *claim* against any one of *you* and such facts or circumstances are notified to *us* during the *period of insurance*, any *claim* that subsequently arises out of those facts or circumstances will be deemed to have been first made against any one of *you* during the *period of insurance* and notified to *us* during the *period of insurance* in which the facts or circumstances were notified.

### 4. Senior counsel

If *you* and *we* disagree as to whether a *claim* should be settled or defended, a senior counsel (to be mutually agreed upon by *you* and *us*) will be appointed to recommend whether to settle or defend the *claim*. The senior counsel will take into consideration the economics of the matter, the *fine* and costs that are likely to be recovered by the prosecuting authority, the likely *defence costs* and *your* prospects of successfully defending the action. We will pay the cost of the senior counsel's opinion, which will be payable in addition to the limits of indemnity shown on the *schedule*.

### 5. Authority

The *entity* agrees to act on *your* behalf with respect to:

- (a) giving notice of a *claim*;
- (b) the payment of *premium* and the receipt of any refund of *premium* that may become due;
- (c) the negotiation, receipt or acceptance of any changes in cover.

### 6. Confidentiality

*You* will not disclose the existence of this policy, its limit of liability, the nature of the insurance or the *premium* payable under it to any person or entity who is not covered by this section except where and to the extent:

- (a) *you* are required to do so by law; or
- (b) we give *our* prior written consent to such disclosure.

### 7. Non-accumulation

Any payment provided under the terms of this policy will be non-cumulative with any cover provided under any other policy issued by any member company of Promina Group Limited.

### 8. Take-over

If, during the *period of insurance* a take-over occurs then the cover provided under this section is amended to apply only to *occurrences* taking place before the effective date of the take-over.

Take-over means any one of the following events:

- (a) the insured consolidates with, merges with, or sells all or substantially all of its assets to another person, entity or group of persons and/or entities acting in concert; or
- (b) the insured becomes a subsidiary of another entity by virtue of any applicable law.

## agriplan employers liability

**Remember, words appearing in italics are defined at the beginning of this policy.**

### what *you* are insured for

We will indemnify *you* for *defence costs* and all sums that *you* become legally liable to pay as *damages* arising from *claims* resulting from any *employee* sustaining *personal injury* in New Zealand arising out of or in the course of their employment in *your farming operations* if:

- (a) *you* first become aware of the *claim* during the *period of insurance*; and
- (b) the *claim* is notified to *us* during the *period of insurance* or within 30 days after the end of the *period of insurance*; and
- (c) the *personal injury* occurred on or after the *retroactive date*.

### what we will pay

The total amount payable in any one *period of insurance* by *us* on *your* behalf in respect of all *damages* and *defence costs* arising out of all *claims* will not exceed the limits of indemnity shown on the *schedule*. This includes any payments made for additional benefits.

### additional benefits

– unless the *schedule* shows that an additional benefit does not apply we will also cover or pay for:

#### 1. Advancement of defence costs

We will advance *defence costs* to *you* as and when they are incurred before the final disposition of the *claim*. Such payments will be repaid to *us* by *you* severally, according to *your* respective interests, in the event and to the extent that the *claim* is in fact determined not to be covered or is resolved on terms or in a manner that excludes it from cover under this employers liability section.

#### 2. Continuous cover

Notwithstanding exclusion 5 of this employers liability section, where:

- (a) *you* first became aware of any *claim* or fact or circumstance as described in condition 4, after the *continuity date* and prior to the *period of insurance*; and
- (b) *you* do not notify *us* of such *claim* or fact or circumstance, until a date during the *period of insurance* or within 30 days after the *period of insurance*,

then:

- (i) in the absence of fraudulent non-compliance with the duty of disclosure or fraudulent misrepresentation by any of *you* in respect of such *claim*, fact or circumstance; and
- (ii) if *we* have continuously been *your* employers liability insurer from and after the *continuity date*;

*we* will accept notification of such *claim* or any *claim* arising from such facts or circumstances, during the *period of insurance*.

The cover provided will be in the terms of this policy except that the applicable limit of liability and *excess* will be as they were at the date when *you* first became aware of the *claim* or facts or circumstances.

#### 3. Goods and Services Tax – GST

Provided the GST is recoverable by *us*, the limit of liability, sub limits and maximum amounts payable under this policy are exclusive of GST. This means that *we* will pay up to a maximum of the limit of liability plus GST to a maximum of the current rate of GST applied to that limit of liability.

All *excesses* shown are GST inclusive.

### exclusions

**Remember there are also general exclusions at the beginning of this policy and restrictions of cover detailed elsewhere in this section.**

### we will not pay for:

#### 1. Excess

any *excess*. A single *excess* will apply to all *claims* alleging a *single personal injury*.

#### 2. Deliberate or wilful non-compliance and third party exclusion

any liability arising directly or indirectly from or in any way connected with any *claim* that arises from:

- (a) *your* deliberate or wilful breach of or failure to comply with or disregard for the provisions of any *Act*;
- (b) *your* deliberate or wilful failure to comply with or disregard for any lawful notice or order issued by any regulatory authority under any *Act*;
- (c) *your* deliberate or wilful obstruction, hindrance or resistance to any person exercising their powers under any *Act*;
- (d) the acts or omissions of any third party contracted by *you* pursuant to *your* business.

### 3. Employment contract and HSE notices

any *claim* arising directly or indirectly out of:

- (a) the unjustifiable dismissal of any person or other personal grievance arising out of a contract of employment; or
- (b) any failure by *you* to comply with any improvement, prohibition or suspension notice issued to *you* or any *employee* under The Health and Safety in Employment Act 1992.

### 4. Other than usual business

any claim in respect of any *employee* not employed to carry out the normal activities of the *farming operations* unless *you* give prior notice of such employment to *us* and *we* confirm *our* agreement to provide cover in writing.

### 5. Prior claims and known circumstances

any *claim* made, threatened or intimated against *you* before the *continuity date* or any *claim* arising directly or indirectly from any facts or circumstances:

- (a) notified under any insurance that was in force before the original inception of this policy section; or
- (b) known to *you* prior to the *continuity date* and which might reasonably be expected to give rise to a *claim*.

### 6. Prior injury

any *personal injury* sustained before the *retroactive date* shown on the *schedule*.

## conditions

**General conditions give *you* information about *your* and *our* obligations arising from this policy. They are listed at the beginning of this policy.**

The conditions below give *you* information about *your* and *our* obligations arising from this section.

#### 1. Authority

The *entity* agrees to act on behalf of *you* with respect to:

- (a) giving notice of a *claim*;
- (b) the payment of *premium* and the receipt of any refund of *premium* that may become due;
- (c) the negotiation and receipt of any endorsement.

#### 2. Conduct of claim

*We* will be entitled to take over and conduct in *your* name, with full discretion in the conduct of the proceedings, the defence of any *claims* or the prosecution in *your* name for *your* own benefit of any *claim*. If *you* do not agree with *our* decision to settle a

*claim* the terms of condition 5 will apply.

### 3. Election to settle

*We* may settle any *claim* with *your* consent or where settlement is recommended by a senior counsel pursuant to this employers liability section condition 5.

If, however, consent to such settlement is still withheld by *you* then *our* liability for the *claim* will not exceed the amount for which the *claim* could have been settled plus *defence costs* incurred with *our* consent up to the date such settlement was recommended.

### 4. Notification of circumstance

If during the *period of insurance* any of *you* become aware of any facts or circumstances that may give rise to a *claim* against *you*, and such facts or circumstances are notified to *us* during the *period of insurance*, then any *claim* that subsequently arises out of those facts or circumstances will be deemed to have been first made against *you* during the *period of insurance* and notified to *us* during the *period of insurance* in which the facts or circumstances were notified.

### 5. Senior counsel

If *you* and *we* disagree as to whether a *claim* should be settled or defended, a senior counsel (to be mutually agreed upon by *you* and *us*) will be appointed to recommend whether to settle or defend the *claim*. The senior counsel will take into consideration the economics of the matter, costs that are likely to be recovered by the prosecuting authority, the likely *defence costs* and the prospects of *you* successfully defending the action. The cost of the senior counsel's opinion will be paid by *us* and will be payable in addition to the limits of indemnity shown on the *schedule*.

### 6. Take-over

If, during the *period of insurance* a take-over occurs the cover provided under this section is amended to apply only to *personal injuries* occurring before the effective date of the take-over.

Take-over means any one of the following events:

- (a) the insured consolidates with, merges with or sells all or substantially all of its assets to, another person, entity or group of persons and/or entities acting in concert; or
- (b) the insured becomes a subsidiary of another entity by virtue of any applicable law.



