



Farm Insurance

Provider
Farm
Policy

OUR GUARANTEE

If **you** are not completely happy with **your** policy, please tell us within 30 days of its commencement date. We may agree to change the policy to suit **you**. If not, and **you** wish to cancel the policy, **you** can as long as **you** have not made any claims. We will then refund any premium **you** have paid and we will both regard this policy as never commencing.

Underwritten by TOWER Insurance Limited

Provider



Welcome!

*We welcome **you** as a valued client of TOWER Insurance. **You** have entrusted us with the insurance of **your** farm.*

We value that trust.

This policy consists of this wording, proposal and declaration and **certificate of insurance** completed on the basis of information which **you** have provided to us.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please contact us on

0800 161 262.

Cover is only provided for the sections of the policy that **you** have selected as shown in the **certificate of insurance**.

The extra cover provided under the Special Benefits and Optional Special Benefits for each section is also subject to the general conditions, exclusions, obligations and limits of this policy. If **you** have cover with us under another policy or another section of this policy for any of the Special Benefits or Optional Special Benefits then our maximum combined liability is limited to the highest sum insured shown for that benefit in this policy.

If any event gives rise to a claim under more than one section of this policy, we will only deduct one **excess** and that will be the highest **excess** applicable.

In this policy some words are in bold, e.g. **you**. This may indicate that the words have a special meaning. To find out the meaning, please refer to the Section – Meanings of Words.

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WHAT YOU MUST TELL US

We would like to point out some of the important obligations under this policy.

It is essential all statements made are correct. We must receive all relevant information. This means that **you** must tell us everything **you** know, or could reasonably be expected to know, that may influence our decision to insure **you**. If any circumstances change or may change during the time we provide **your** insurance **you** must tell us. Examples of a change in circumstances or any other information may include:

- if the use or occupation of the land at the **situation** changes to include any business use other than **your business**;
- if any structural alteration or addition is made to **your** buildings;
- if **you** commit, are charged with, or convicted of, any criminal offence;
- any modifications or changes to **your vehicle** that are different from the manufacturer's standard specifications;
- if anyone becomes a new regular driver of **your vehicle**;
- if **you** or anyone who may drive **your vehicle** commits, is charged with, or convicted of, any criminal offence or traffic offence, other than parking infringements.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not we have asked questions that relate to it. If we are not told we have the option to decline any claim, or to avoid this policy from the date of the change.

SECTION 1 - FARM ASSETS

WHAT YOUR FARM ASSETS ARE COVERED FOR

Sudden and unforeseen accidental physical loss or damage unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR



ADDITIONS AND IMPROVEMENTS

This section is extended to include additions and improvements to **your farm buildings, fixed farm plant and farm machinery and horticultural buildings** up to a maximum additional sum insured of \$25,000 in total during the period of insurance.



BULK FERTILISERS AND WRAPPED FEED IN THE OPEN

We will pay up to \$10,000 for claims for bulk fertilisers and wrapped feed stored in the open at the **situation** caused by:

- fire, lightning or explosion;
- hail or snow;
- impact by any vehicle.



FARM DOGS

We will pay the **market value** up to \$600 per dog or the amount shown in the **certificate of insurance** for the death of **your** farm dogs caused solely and directly by violent accidental external and visible means.

Your farm dogs are not covered:

- if aged under 6 months or over 10 years old at the time of death;
- unless the dog is in sound health and free from injury and physical disability prior to its death.

Any claim must be supported by a registered veterinarian's certificate confirming the date and cause of death, the age of the dog and also that the dog was in sound health and free from any injury and physical disability prior to its death.



FUSION

We will pay up to \$2,000 for damage caused by electric current burning out electric motors up to 5KW or 10HP, switchboards and permanent wiring. We will also pay up to \$1,000 for the hire of a temporary replacement motor or refrigerant compressor during the time taken to repair damage to any motor following a loss for which a claim is accepted.

**NATURAL DISASTER DAMAGE**

This section is extended to include loss or damage to **your farm assets** caused by **natural disaster damage**.

**NO CLAIMS BONUS**

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

**OTHER FARM ASSETS**

We will pay replacement or repair costs for claims for **other farm assets** up to 6 years old other than motors.

**STOCK WORRYING**

We will pay the **market value** up to \$1,000 for any one animal or \$5,000 in total, additional to any amount shown in the **certificate of insurance**, for the death or slaughter on humane grounds of **your** stock as a result of injuries caused by dogs not owned by **you**, **your** employee or sharefarmer/milker.

OPTIONAL SPECIAL BENEFITS**ARTIFICIAL WINDBREAKS**

If **you** have selected this benefit, we will pay the **present day value** up to the sum insured shown in the **certificate of insurance** for the sudden and unforeseen accidental physical loss or damage to **your artificial windbreaks** caused by:

- fire, lightning or explosion;
- hail or snow;
- impact by any vehicle or farm animal.

**BULK MILK**

If **you** have selected this benefit, we will pay the **market value** up to the sum insured shown in the **certificate of insurance** if **your** farm milk is contaminated to the point where it is not fit for human consumption.

**DAIRY COMPANY VATS & UNITS**

If **you** have selected this benefit, we will pay the **present day value** up to the sum insured shown in the **certificate of insurance** for the sudden and unforeseen accidental physical loss or damage to Dairy Company owned vats or refrigeration units at the **situation**.

**ELECTRIC POWER & TELEPHONE POLES**

If **you** have selected this benefit, we will pay the **present day value** up to the sum insured shown in the **certificate of insurance** for the sudden and unforeseen accidental physical loss or damage to **your** electric power and telephone poles and cables at the **situation**.

**FENCING**

If **you** have selected this benefit, we will pay the **present day value** up to the sum insured shown in the **certificate of insurance** for loss or damage caused by fire to **your** fences, excluding hedges.

**FROST DAMAGE**

If **you** have selected this benefit, and **you** have an alarmed heating system, insured under Section 9 of this policy and approved by us, the Optional Special Benefit – Live Plants is extended to cover loss or damage caused by frost.

**FUSION**

If **you** have selected this benefit, the Special Benefit – Fusion is extended to cover electric motors over 5Kw or 10 hp up to the sum insured shown in the **certificate of insurance**.

**HAY**

If **you** have selected this benefit, we will pay the **market value** up to the sum insured shown in the **certificate of insurance** for loss or damage to **your** baled hay, straw or lucerne caused by fire, lightning or spontaneous combustion.

**LIVE PLANTS**

If **you** have selected this benefit, **your live plants** are covered for the sudden and unforeseen accidental physical loss or damage up to the sum insured shown in the **certificate of insurance** caused by:

- aircraft or other aerial or spatial devices or articles dropped from them;
- electric short circuit or burning out of permanent wiring, points, switches or switchboard at the **situation** (but not loss or damage caused by fuses, protective devices, lighting or heating elements);
- fire, lightning, or explosion;
- flooding where water overflows its normal river, lake, sea or natural boundaries causing a flood, but excluding flooding that occurs as a result of seepage, artesian water or from drains

or irrigation races;

- impact by any vehicle, farm animal, power pole, tree, mast or aerial;
- riot or labour disturbances, burglary or theft, malicious acts of persons other than **you** or any of **your** employees;
- water which leaks, overflows or is discharged from any fixed heating installation;
- windstorm, hail or snow.



LIVESTOCK

If **you** have selected this benefit, we will pay the **market value** up to \$1,000 for any one animal, for the death or slaughter on humane grounds of **your** stock as a direct result of injuries caused by fire, electrocution and lightning at the **situation**. We will not pay more than sum insured shown in the **certificate of insurance** for claims for any one event.



MONEY

If **you** have selected this benefit, we will pay up to the sum insured shown in the **certificate of insurance** (maximum sum insured \$3,000) for loss or damage to money, negotiable securities or documents caused by fire, earthquake or burglary whilst contained in **your** home, office or shop at the **situation**.



STANDING TIMBER

If **you** have selected this benefit, we will pay the **market value** up to the sum insured shown in the **certificate of insurance** for loss or damage to **your standing timber** caused by fire. An additional **excess** of 5% of the amount of any claim will apply.



SUBMERSIBLE PUMPS

If **you** have selected this benefit, we will pay up to the sum insured shown in the **certificate of insurance** for sudden and unforeseen accidental physical loss or damage to **your** submersible pumps. In addition, we will pay up to \$5,000 for the lifting and lowering of the submersible pumps.



UNSPECIFIED FARM BUILDINGS

If **you** have selected this benefit, we will pay the **present day value** up to a maximum of \$3,000 for any one unspecified farm building. We will not pay more than the sum insured shown in the **certificate of insurance** for claims for unspecified farm buildings from any one event.

SECTION 2 - HOUSE

WHAT YOUR HOUSE IS COVERED FOR

Sudden and unforeseen accidental physical loss or damage unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR



CONTENTS

If **your house** is occupied by **your** employees or family members, this section is extended to cover contents supplied by **you**. We will pay the **present day value** up to \$5,000.



GRADUAL DAMAGE

If **your house** suffers loss or damage through gradual deterioration, mildew, mould or rot as a result of the leaking of a water or waste disposal pipe, we will pay up to \$2,500 to repair the resulting damage (but not the cost of locating and repairing the leak) provided that the leak first occurred during the time that we insured **your house**.



KEYS AND LOCKS

If **your house** keys or remote door opener(s) are stolen or believed on reasonable grounds to have been illegally duplicated we will pay up to \$500 free of any **excess** to replace them or the locks. We will also pay the reasonable cost of opening any safe following theft or loss of its key or combination.



LANDSCAPING

If **your house** suffers loss or damage as a result of fire or impact by a vehicle and at the same time **your** lawn, flowers, trees or shrubs are also damaged we will pay up to \$2,500 for their replacement.



NATURAL DISASTER DAMAGE

This section is extended to include **natural disaster damage**. We will pay the difference between the amount paid under EQCover and the sum insured shown in the **certificate of insurance**. The Earthquake Commission Act 1993 does not provide cover for certain parts of the **house** e.g. swimming pools. We will extend **your** policy to cover those parts of the **house** for loss or damage caused by **natural disaster damage** as long as those items are covered under this policy.

If **you** want more information about EQCover please ask us for a brochure, or phone the Earthquake Commission Toll Free on **0800 508 765**.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. If during the next two years **you** also don't have any claims **you** will qualify for an Extra No Claims Bonus.

Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.



PROPERTY SECURITY AFTER LOSS

If **your house** suffers loss or damage for which a claim is accepted we will pay up to \$2,000 to temporarily secure it to prevent further loss or damage, while it is unoccupied.



RETAINING WALLS

We will cover loss or damage to **your** retaining walls caused by fire or impact by a vehicle.



SWIMMING AND SPA POOL PUMPS AND MOTORS

This section is extended to include loss or damage to **your** swimming or spa pool pumps and motors for their **present day value**, other than loss or damage to **your house** caused by fire or impact when cover is for **full replacement value**.



TEMPORARY ACCOMMODATION EXPENSES

If **your house** suffers loss or damage for which a claim is accepted under this policy or which is covered under EQCover and it is uninhabitable as a result, we will pay **your** reasonable temporary accommodation expenses up to \$15,000. This includes kennel or cattery fees for **your** domestic pets. No temporary accommodation expenses will be paid after repairs have been completed or we or the Earthquake Commission have paid **your** claim.

OPTIONAL SPECIAL BENEFITS



HOUSE UNDER CONSTRUCTION OR ALTERATION

If **you** have selected this benefit this policy is extended to cover **your house** for damage while under construction or structural alteration during

the period shown in the **certificate of insurance**. The cover provided shall be jointly in **your** name and the Principal Contractor where the contract between **you** and the Principal Contractor is the New Zealand Institute of Architect Standard Conditions of Contract.



LOSS OF RENT & LANDLORD'S FIXTURES AND FITTINGS

If **you** have selected this benefit and **your house** is let, lent, leased, rented or tenanted and suffers loss or damage for which a claim is accepted under this policy or which is covered under EQCover we will pay:

- up to \$20,000 or six months rent whichever is lesser, which is lost as a result of **your house** being made uninhabitable. No loss of rent will be paid after repairs have been completed or we or the Earthquake Commission have paid **your** claim;
- the **present day value** up to \$10,000 for loss or damage to **your** home appliances, furniture and chattels (including carpets and drapes) that are contained in **your house**.



NO EXCESS

If **you** have selected this benefit and **your house** is owner-occupied we will not deduct any **excess** in the event of a claim.



TENANTED PROPERTIES

If **you** have selected this benefit the additional **excess** of \$400 if **your house** is let, lent, leased, rented or tenanted will not be deducted.

SECTION 3 - CONTENTS

WHAT YOUR CONTENTS ARE COVERED FOR

Sudden and unforeseen accidental physical loss or damage unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR



BUSINESS TOOLS

We will pay the **present day value** up to \$1,000 if **you** suffer loss or damage to property from which **you** obtain a financial return whether for profit or not, other than that used in connection with **your business**.

**COLLECTIONS**

We will pay up to \$3,000 for loss or damage to any collection of items other than furniture or furnishings.

**COMPUTER SOFTWARE**

If **you** suffer loss or damage to computer software not used for business purposes we will pay for the cost of replacing commercially available computer programmes for which **you** held legitimate user licences at the time of loss or damage.

**CREDIT OR DEBIT CARD FRAUD**

If **you** suffer loss from the fraudulent use of **your** credit and/or debit card and **you** cannot reasonably recover that loss from anyone else, we will pay **you** up to \$1,000.

**FATAL INJURY**

If **you** die as a result of injury caused by fire or anyone unlawfully entering **your house** during the period of insurance we will pay **your** estate \$5,000. **Your** death must be within three calendar months of the injury. We will not pay more than \$10,000 during any one period of insurance.

**FROZEN FOOD DETERIORATION**

If **your** domestic refrigeration equipment accidentally stops and **your** frozen food deteriorates to the point where it is not fit to eat, we will pay **you** up to the value of that loss.

**GRADUAL DAMAGE**

If **your contents** suffer loss or damage through gradual deterioration, mildew, mould or rot as a result of the leaking of a water or waste disposal pipe, we will pay up to \$2,500 to repair the resulting damage (but not the costs of locating and repairing the leak) provided that the leak first occurred during the time that we insured **your contents**.

**KEYS AND LOCKS**

If **your** house keys or remote door opener(s) are stolen or illegally duplicated we will pay up to \$500 free of any **excess** to replace them or the locks.

We will also pay the reasonable cost of opening any safe following theft or loss of its key or combination.

**MONEY**

We will pay up to \$1,200 for the accidental loss of **your** money, bullion, negotiable securities or documents, including mortgage documents, other than those obtained in connection with any business activity.

**NATURAL DISASTER DAMAGE**

This section is extended to include **natural disaster damage**. We will pay the difference between the amount paid under EQCover and the sum insured shown in the **certificate of insurance**. The Earthquake Commission Act 1993 does not provide cover for all **contents** e.g. jewellery. We will extend **your** policy to cover those **contents** for loss or damage caused by **natural disaster damage** as long as those items are covered under this policy.

If **you** want more information about EQCover please ask us for a brochure or phone the Earthquake Commission Toll Free on 0800 508 765.

**NO CLAIMS BONUS**

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. If during the next two years **you** also don't have any claims **you** will qualify for an Extra No Claims bonus.

Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

**SECURITY ALARM**

If **you** have installed a passive infra-red security system that protects all the important areas of **your house**, we will give **you** a discount off **your** premium.

**STRESS BENEFIT**

If **you** suffer a total loss of **your contents** for which a claim is accepted we will pay **you** an additional \$1,000 for the inconvenience this may cause **you**.

**TEMPORARY ACCOMMODATION EXPENSES**

If **your contents** suffer loss or damage for which a claim is accepted under this policy or which is covered under EQCover and **your** house is

uninhabitable as a result, we will pay **your** reasonable temporary accommodation expenses up to \$15,000. This includes kennel or cattery fees for **your** domestic pets.

No temporary accommodation expenses will be paid after repairs have been completed or we or the Earthquake Commission have paid **your** claim.



TEMPORARY STORAGE AFTER LOSS

If **your contents** suffers loss or damage for which a claim is accepted we will pay up to \$2,000 for the reasonable costs of storing them if required.



UNIVERSITY AND BOARDING SCHOOL EXTENSION

This policy is extended to cover **your** children's **contents** up to \$5,000 while they are attending University or School and staying in University Halls of Residence, a Boarding School Hostel or a private home as a boarder. If in University Halls of Residence an additional **excess** of \$400 will apply.

OPTIONAL SPECIAL BENEFITS



ADDITIONAL BUSINESS TOOLS

If **you** have selected this benefit we will increase the limit to \$5,000 for property from which **you** obtain financial return whether for profit or not.



CHILDREN'S CONTENTS

If **you** have selected this benefit this policy is extended to include **contents** of **your** children which are left with **you** at the **situation** while they live outside New Zealand up to the sum insured shown in the **certificate of insurance**.



CONTENTS IN STORAGE

If **you** have selected this benefit, this section is extended to cover **your contents**, up to the sum insured shown in the **certificate of insurance** while temporarily stored in a securely locked and well-maintained building away from the **situation**. An additional **excess** of \$500 will apply.



CONTENTS IN TRANSIT

If **you** have selected this benefit, this section is extended to include cover for **your contents** for

loss or damage caused by fire, collision, or overturning of the conveying vehicle while they are in transit during the period shown for this Optional Special Benefit in the **certificate of insurance**.



HOUSE UNDER CONSTRUCTION OR ALTERATION

If **you** have selected this benefit this policy is extended to cover **your contents** for damage while **your** house is under construction or structural alteration during the period shown for this Optional Special Benefit in the **certificate of insurance**.



JEWELLERY REPLACEMENT

If **you** have selected this benefit and have any item or set of jewellery (not including watches) individually shown in the **certificate of insurance** we will settle claims for these items by replacement or repair up to the amount specified for these items, provided that **you** hold a jewellery valuation fully describing the item dated prior to the loss. If **you** choose not to replace or repair we will pay the **present day value** up to a maximum of 50% of the items replacement value.



MOBILITY SCOOTERS

If **you** have selected this benefit this section is extended to cover **your** electrically powered mobility scooter for its **present day value** which is not intended or registered for use on any road.



NEW FOR OLD

If **you** have selected this benefit we will pay the replacement or repair costs of furniture, furnishings and home appliances irrespective of age and the **present day value** of **your** other **contents**.



NO EXCESS

If **you** have selected this benefit and **your house** is owner-occupied we will not deduct any **excess** in the event of a claim.



SPECTACLES, CONTACT LENSES, HEARING AIDS AND DENTURES

If **you** have selected this benefit and **you** suffer accidental loss or damage to **your** spectacles, contact lenses but not disposable lenses, hearing aids or dentures for which a claim is accepted we will pay for their replacement or repair free of any **excess**.



TENANTED PROPERTIES

If **you** have selected this benefit the additional **excess** of \$400 if **your house** is let, lent, leased, rented or tenanted will not be deducted.

SECTION 4 - LIABILITY PROTECTION

WHAT YOU ARE COVERED FOR

We will cover **you** for up to \$2,000,000 for **your** legal liability (including **your** defence costs) for claims made on **you** for compensatory damages for **injury** or property damage as a result of accidents in connection with **your business** occurring within the **geographical limits** during the period of insurance unless excluded by this policy.

If **you** have liability cover with us under any other policy or section of this policy, then our maximum combined liability for any one claim and during any one period of insurance under all policies is \$2,000,000.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR



BAILEE'S LIABILITY

This section is extended to cover **your** legal liability as a bailee for goods in **your** physical and legal control for up to \$10,000.



CUSTOMERS' OR VISITORS' MOTOR VEHICLES

This section is extended to cover **your** legal liability for damage to motor vehicles while using any part of **your** farm made available by **you** for **your** customers' or visitors' use.



EMPLOYER'S LIABILITY

This section is extended to cover **you** for up to \$500,000 per person or \$1,000,000 in total for any one event (including **your** defence costs) for claims made on **you** for damages as a result of any person directly employed by **you** in respect of whose remuneration **you** make PAYE deductions, sustaining **bodily injury** in the course of their employment with **you**.

We will only pay for claims first made on **you** and notified to us during the period of insurance. An additional **excess** of \$500 will apply.



EXEMPLARY AND PUNITIVE DAMAGES

This section is extended to cover claims made on **you** for exemplary or punitive damages up to \$250,000 (including **your** defence costs).



FARM CONTRACTING

This section is extended to cover **your** legal liability in respect of **your** operations as a farm contractor provided **you** derive 10% or less of **your** total income from farm contracting.



FINES AND LEGAL DEFENCE COSTS

This section is extended to cover **your** legal liability for up to \$250,000 for the cost of defending any charge, fine or monetary penalty imposed upon **you** by law as a result of an **occurrence** arising from **your business**.

We will only pay for claims for fines or monetary penalties imposed on **you** as a result of a prosecution first notified to **you** and us during the period of insurance.

An additional **excess** of \$500 will apply.



FOREST AND RURAL FIRES ACT LIABILITY

This section is extended to cover **you** up to \$200,000, or up to the sum insured shown in the **certificate of insurance**, for **your** legal liability arising under the provisions of the Forest and Rural Fires Act 1977 or any amendments.



HUNT CLUB MEETINGS

This section is extended to cover **your** legal liability arising from the use of **your** farm for hunt club meetings.



MOTOR VEHICLE SERVICE & REPAIR

This section is extended to cover **you** for up to \$250,000 for **your** liability for claims made on **you** arising from repairs or work performed by **you** or **your** employees on any tractor, combined harvester, farm motor cycle or tractor drawn implement not owned by **you**. **You** are not covered for the costs of rectifying, repairing or replacing errors or defects in **your** repairs, work or material, only resultant damage arising from those errors or defects.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will

receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.



OVERSEAS VISITS

This section is extended to cover **your** legal liability following accidents arising during overseas visits on **business** by **you** or by **your** employees.



PERSONAL LIABILITY

This section is extended to cover **your** legal liability following accidents not related to any business activity whether for profit or not.



SOCIAL AND RECREATIONAL ACTIVITIES

This section is extended to cover **your** legal liability following accidents arising from social and recreational activities organised by **you**.



TENANTS' LIABILITY

This section is extended to cover **your** legal liability for loss or damage caused by fire, explosion, impact, water damage or accidental breakage of fixed glass, hand basins, sinks, toilet pans and cisterns, forming part of any building and its contents where it is occupied but not owned by **you**.

OPTIONAL SPECIAL BENEFITS



EXTRA BAILEE'S LIABILITY

If **you** have selected this benefit, we will increase the limit for goods in **your** physical and legal control as a bailee up to the sum insured shown in the **certificate of insurance**.



EXTRA FARM CONTRACTING

If **you** have selected this benefit, this section is extended to cover **your** legal liability, in respect of **your** operations for the type of farm contracting **you** have declared to us, and shown in the **certificate of insurance**.



FARM STAY LIABILITY

If **you** have selected this benefit and the maximum number of paying guests **your house** can accommodate at any one time does not exceed six, this section is extended to cover **your** legal liability arising under the provisions of the Innkeepers Act 1962 or any amendments, for loss or damage to **your** paying guests property.



INDEPENDENT CONTRACTORS

If **you** have selected this benefit, this section is extended to cover **your** legal liability arising from accidents caused by the falling, dropping, spraying or spreading of farming articles from any aircraft or vehicles operated by independent contractors for and on **your** behalf and in connection with **your business**.



MILK CONTAMINATION

If **you** have selected this benefit, this section is extended to cover **your** legal liability up to \$25,000 arising from the contamination of milk contained in a milk tanker or milk silo. An additional **excess** of \$250 will apply.

This benefit does not include cover for any fine, demerit points or penalty imposed on **you** by any Dairy Company under the terms of the supply contract **you** have with them.

SECTION 5A - PRIVATE MOTOR VEHICLES

(Cars, Caravans and Domestic Trailers)

SECTION 5B - FARM VEHICLES

(including Mobile Plant and Implements)

WHAT YOUR VEHICLE IS COVERED FOR

Maxi Motor Protection or **Thrifty Motor Protection** or **Motor Owner's Liability Protection** as **you** have selected and shown in the **certificate of insurance** unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR:

Under Section 5A Maxi Motor Protection Only



CHOICE OF REPAIRER

If **your vehicle** suffers loss or damage for which a claim is accepted (other than windscreen or window glass) and we choose to repair **your vehicle**, **you** can nominate a repairer of **your choice** to complete the repairs.



COMPLETION OF JOURNEY

We will pay up to \$500 towards **your** reasonable costs of accommodation and/or travel to complete **your** journey or return home, following an accident to **your vehicle** or where **your vehicle** is stolen for which a claim is accepted. In

addition, we will pay to return **your vehicle** home after it has been repaired or recovered.



FATAL INJURY

If **you** die as a result of injury following an accident to **your vehicle** for which a claim is accepted we will pay **your** estate \$5,000. Such death must be within 3 calendar months of the accident. We will not pay more than \$10,000 during any one period of insurance.



HIRE VEHICLE

If **your vehicle** is stolen or becomes a total loss and we have accepted **your** claim, we will pay for the reasonable expenses of hiring and insuring a similar vehicle, limited to a maximum of 7 days or \$500 whichever is less. No hire charges will be paid after:

- the recovery of **your vehicle** in a driveable condition;
- we have paid **your** claim.

This benefit does not apply if **you** have selected the Optional Special Benefit – Rental Vehicle.



MEDICAL EXPENSES

If **you** suffer injury following an accident to **your vehicle** for which a claim is accepted we will pay **your** medical or dental costs up to \$600 provided **you** have been unable to recover any of those costs from anyone else.



NATURAL DISASTER DAMAGE

This section is extended to include loss or damage to **your vehicle** caused by **natural disaster damage**.



NEW VEHICLE

If **your vehicle** becomes a total loss within a year of its original registration from new and we have accepted **your** claim we will replace **your vehicle** with a new vehicle of the same make and model, subject to current local availability.



NO BLAME BONUS

We will not impose **your excess** or penalise **your** No Claims Bonus entitlement at renewal of **your** policy if **you** have been involved in an accident during the period of insurance, and

- **you** have identified the party at fault (i.e. name, address, phone number, make, model, registered number of that other party's vehicle), and

- it is proven that the other party was totally at fault.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.



NO CLAIMS BONUS PROTECTION

Should **you** have a claim we will maintain **your** No Claims Bonus following that claim, provided **you**:

- have held comprehensive motor vehicle insurance with a full No Claims Bonus with us for a continuous period of two years or more immediately prior to **your** claim, and
- had no claims during this period where **you** would have lost **your** bonus but for this benefit.



REPLACEMENT VEHICLE

If **you** sell and replace **your vehicle**, we will hold the replacement vehicle covered subject to the terms and conditions of this policy for 30 days from the date of replacement.



ROAD CLEARING COSTS

We will pay up to \$1,000 for the reasonable costs of removing debris from any road or parking area for which **you** are legally liable following an accident to **your vehicle** for which the claim is accepted.



SALVAGE COSTS

If **your vehicle** is unable to be driven and we have accepted a claim, we will pay for the reasonable cost of removing it to the nearest repairer or place of safety.



SECURITY ALARM

If **your vehicle** is stolen and at the time of the theft it was fitted with an operating and activated security alarm or electronic engine immobiliser, we will not deduct any **excess** and **you** will not lose **your** No Claims Bonus.



STOLEN KEYS

If **your vehicle** keys are stolen or believed on reasonable grounds to have been illegally duplicated, we will pay up to \$500 free of any

excess to replace them or the locks and it will not affect **your** No Claims Bonus.



WINDSCREEN AND WINDOW GLASS

If **your vehicle** suffers accidental breakage of its windscreen, windowglass or sunroof we will pay for the repair or replacement without deducting any **excess** and **you** will not lose **your** No Claims Bonus.

OPTIONAL SPECIAL BENEFITS



AGREED VALUE

If **you** have selected this benefit and **your vehicle** was first registered new in New Zealand after 1984, we will pay **you** the **agreed value** if **your vehicle** is a total loss.



DOMESTIC TRAILERS AND CARAVANS

If **you** have selected this benefit we will cover **your domestic trailer** and/or caravan and its permanent fixtures and fittings free of any **excess** up to the sum insured shown in the **certificate of insurance** for each item.



NO EXCESS

If **you** have selected this benefit and **your vehicle** is being driven by any driver aged 25 or over or is stolen we will not deduct any **excess** in the event of a claim.



RENTAL VEHICLE

If **you** have selected this benefit and **your vehicle** is unable to be driven, or repairs have commenced, following an accident or theft for which a claim is payable, we will pay the costs of hiring and insuring a similar vehicle up to \$2,500 while **you** are without **your vehicle**. No hire charges will be paid after:

- repairs have been completed, or
- we have paid **your** claim.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR:

Under Section 5A Thrifti Motor Protection Only



CHOICE OF REPAIRER

If **your vehicle** suffers loss or damage for which a claim is accepted (other than windscreen or window glass) and we choose to repair **your vehicle**, **you** can nominate a repairer of **your** choice to complete the repairs.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.



REPLACEMENT VEHICLE

If **you** sell and replace **your vehicle**, we will hold the replacement vehicle covered, subject to the terms and conditions of this policy, for 30 days from the date of replacement.



SALVAGE COSTS

If **your vehicle** is unable to be driven and we have accepted a claim we will pay for the reasonable cost of removing it to the nearest repairer or place of safety.



SECURITY ALARM

If **your vehicle** is stolen and at the time of the theft it was fitted with an operating and activated security alarm or electric engine immobiliser, we will not deduct any **excess** and **you** will not lose **your** No Claims Bonus.

OPTIONAL SPECIAL BENEFITS



NO EXCESS

If **you** have selected this benefit and **your vehicle** is being driven by any driver aged 25 or over or is stolen we will not deduct any **excess** in the event of a claim.



WINDSCREEN AND WINDOW GLASS

If **you** have selected this benefit and **your vehicle** insured under this section suffers accidental breakage of its windscreen, window glass or sunroof we will pay for the repair or replacement without deducting any **excess** and **you** will not lose **your** No Claims Bonus.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR: Under Section 5B Maxi Motor Protection Only



ADDITIONAL FARM VEHICLES MOBILE PLANT OR IMPLEMENTS

If **you** sell and replace **your vehicle** or obtain any additional vehicle(s), we will hold them covered, subject to the terms and conditions of this policy, for 30 days from the date of acquisition provided the value does not exceed \$100,000 for any one vehicle.



CHOICE OF REPAIRER

If **your vehicle** suffers loss or damage for which a claim is accepted (other than windscreen or window glass) and we choose to repair **your vehicle**, **you** can nominate a repairer of **your** choice to complete the repairs.



NATURAL DISASTER DAMAGE

This section is extended to include loss or damage to **your vehicle** caused by **natural disaster damage**.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

OPTIONAL SPECIAL BENEFITS



ENTANGLEMENT

If **you** have selected this benefit we will pay up to the sum insured shown in the **certificate of insurance** for accidental physical loss or damage to **your** headers, balers and harvesters caused by entanglement of foreign objects. An additional **excess** of \$250 will apply.



FARM CONTRACTING

If **you** have selected this benefit, this section is extended to cover **your vehicle**, in respect of **your** operations as a farm contractor as **you** have declared to us.



TYRES

If **you** have selected this benefit we will pay up to the **present day value** free of **excess** for the cost

of repairing or replacing any tractor, header or baler tyre fitted to the **vehicle** which suffers accidental physical loss or damage. This benefit does not apply if there is other damage to the **vehicle** for which a claim is payable.



WINDSCREEN AND WINDOW GLASS

If **you** have selected this benefit and **your vehicle** insured under this section suffers breakage of its windscreen, window glass or sunroof we will pay for the repair or replacement without deducting any **excess** and **you** will not lose **your** No Claims Bonus.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR: Under Section 5B Thrifti Motor Protection only



ADDITIONAL FARM VEHICLES MOBILE PLANT OR IMPLEMENTS

If **you** sell and replace **your vehicle** or obtain any additional vehicle(s), we will hold them covered, subject to the terms and conditions of this policy, for 30 days from the date of acquisition provided the value does not exceed \$100,000 for any one vehicle.



CHOICE OF REPAIRER

If **your vehicle** suffers loss or damage for which a claim is accepted (other than windscreen or window glass) and we choose to repair **your vehicle**, **you** can nominate a repairer of **your** choice to complete the repairs.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

OPTIONAL SPECIAL BENEFIT



UNSPECIFIED FARM VEHICLES

If **you** have selected this benefit and we have accepted **your** claim we will pay the **market value** up to a maximum of \$3,000 for any one unspecified farm vehicle or implement excluding trucks, utilities, vans, cars and road motorcycles. We will not pay more than the sum insured shown in the **certificate of insurance** for all claims recorded by us for any one event.

MOTOR OWNER'S LIABILITY PROTECTION: Applies to Sections 5A and 5B

We will cover **you** for up to \$25,000,000 for **your** legal liability for claims made on **you** for property damage as a result of accidents involving **your vehicle**, or any vehicle **you** are using with the owner's permission, provided that vehicle is not otherwise insured.

We will only pay for claims relating to accidents which happen during the period of insurance.

We will also cover **your** employees while their vehicle is being used for **your business** or any other person using **your vehicle** with **your** permission provided they:

- were not insured under another policy;
- have not been refused vehicle insurance in the last 5 years;
- have not had a policy cancelled or a claim declined by any insurance company in the last 5 years.

If **you** have liability cover with us under any other policy or section of this policy then our maximum combined liability during any one period of insurance is \$25,000,000.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR: Under Motor Owner's Liability Protection



BODILY INJURY

Motor Owner's Liability Protection is extended to cover **your** liability up to \$100,000 arising from **bodily injury**.



DAMAGE BY AN UNINSURED VEHICLE

If **you** have Motor Owner's Liability Protection only or **thrifty motor protection** only and **your vehicle** is damaged in an accident for which a claim is accepted we will pay up to \$3,000 for repairs to **your vehicle** if:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that party's vehicle, and
- it is proven that the other party was totally at fault.



EXEMPLARY AND PUNITIVE DAMAGES

Motor Owner's Liability Protection is extended to cover claims made on **you** for exemplary or punitive damages up to \$250,000 (including **your** defence costs).



LEGAL EXPENSES

If **you** are charged with manslaughter or dangerous driving causing death arising out of an

accident to **your vehicle** for which a claim is accepted we will pay **your** legal costs of defence up to \$1,200.



MARINE "GENERAL AVERAGE"

We will pay for any costs which **you** may become legally liable to pay as a result of deliberate loss or damage incurred in time of danger to prevent the loss of a ship and/or cargo while **your vehicle** is being carried by that ship between ports in New Zealand.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

WHAT YOUR VEHICLE CAN BE USED FOR

We insure **your vehicle** only while it is being used:

- for social, domestic and pleasure purposes;
- for professional, business or farm purposes including carriage of goods for farm purposes;
- by religious, social welfare or youth organisation workers in the course of that work.

But excluding use in connection with farm contracting, motor trades, any form of selling and/or collection, insurance assessing, motor driving instruction for reward, carriage of goods or samples in connection with any trade or business, hire and carriage of fare paying passengers or a stock and station agency.

However, this exclusion does not apply to any **vehicle** which is shown in the **certificate of insurance** as being covered for farm contracting or business use and for which we have received the appropriate premium.

MODIFICATIONS TO YOUR VEHICLE

Unless shown in the **certificate of insurance** **you** agree that **your vehicle** complies with the makers' standard specifications for the model and year of manufacture and has not been modified in any way. A conversion of **your vehicle** to run on CNG, LPG or BioGas will not be a breach of this policy as long as the conversion complies with the appropriate New Zealand Standard and has a current Certificate of Fitness.

REPLACEMENT PARTS

We will pay for any part or accessory not currently available in New Zealand up to the last known New Zealand price list, when the part was available, or for the part's closest New Zealand equivalent whichever is the lesser. **Your vehicle** is not covered for:

- freight and other costs to import parts or accessories from outside New Zealand;
- any costs due to the inability to match existing paint;
- costs to replace any part or accessory that has not suffered accidental physical loss or damage.

SECTION 6 - BOAT

WHAT YOUR BOAT IS COVERED FOR

Sudden and unforeseen accidental physical loss or damage whilst **your boat** is within the **coastal waters** of New Zealand, unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR



NATURAL DISASTER DAMAGE

This section is extended to include loss or damage to **your boat** caused by **natural disaster damage**.



NO CLAIMS BONUS

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. If during the next two years **you** also don't have any claims **you** will qualify for an Extra No Claims bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

OPTIONAL SPECIAL BENEFIT



RACING RISKS

If **you** have selected this benefit, we will pay for loss or damage to **your** sails, masts, spars and/or running rigging while **your boat** is racing. An additional **excess** of \$150 will apply.

BOAT OWNER'S LIABILITY PROTECTION

We will cover **you** up to \$250,000 (including **your** defence costs) for **your** legal liability for claims made on

you for property damage as a result of accidents involving **your boat** that occur within **coastal waters**.

We will only pay for claims relating to accidents which happen during the period of insurance.

We will also cover any other person using **your boat** with **your** permission provided that person:

- was not insured under another policy;
- has not been refused boat insurance in the last 5 years;
- has not had a policy cancelled or claim declined by any insurance company in the last 5 years.

If **you** have liability cover with us under any other policy or section of this policy then our maximum combined liability during any one period of insurance is \$250,000.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR: Under Boat Owner's Liability Protection



BODILY INJURY

Boat Owner's Liability Protection is extended to cover **your** liability up to \$100,000 arising from **bodily injury** that occurs within **coastal waters**.



EXEMPLARY AND PUNITIVE DAMAGES

Boat Owner's Liability Protection is extended to cover claims made on **you** for exemplary or punitive damages up to \$250,000 (including **your** defence costs).

SECTION 7 - LOSS OF FARM INCOME

WHAT YOU ARE COVERED FOR

Your loss of profits up to the sum insured shown in the **certificate of insurance** resulting from a reduction in normal farm production as a result of any loss or damage for which a claim is accepted under Section 1 of this policy, unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR



ACCOUNTANT'S FEES

We will pay up to \$2,500 for the reimbursement of **your** accountant's fees for claim preparation costs.

**NO CLAIMS BONUS**

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

**PREVENTION OF ACCESS**

We will pay up to \$2,500 for losses incurred by **you** in the event of fire, flood or earthquake preventing access to the **situation** causing an interruption to **your business**.

SECTION 8 - TRANSIT**WHAT YOU ARE COVERED FOR**

Sudden and unforeseen accidental physical loss or damage to **your farm assets** while being carried in any motor vehicle or trailer within New Zealand unless excluded by this policy.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR**LIVESTOCK**

We will pay for **your** livestock rejected by a licensed slaughterhouse or livestock killed or slaughtered for humane reasons on the written advice of a qualified veterinary surgeon, following injury through transit.

**NO CLAIMS BONUS**

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

SECTION 9 - FARM ASSET BREAKDOWN**WHAT YOU ARE COVERED FOR**

Sudden and unforeseen accidental physical loss or damage not insured by any other section of this policy to **your fixed farm plant and farm machinery**, irrigation or electronic equipment at the **situation** resulting in mechanical, electrical or electronic breakdown unless excluded by this policy.

This includes the costs of replacing insulating oil and refrigerant gas following a loss for which a claim is accepted.

WHAT SPECIAL BENEFITS YOU ARE COVERED FOR**HIRE EQUIPMENT**

We will pay up to \$1,000 for the hire of a temporary replacement motor or refrigerant compressor during the time taken to repair damage to any of **your** motors following a loss for which a claim is accepted.

**NO CLAIMS BONUS**

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

**RECONSTRUCTION OF COMPUTER RECORDS**

We will pay up to \$1,000 for the reconstruction costs of **your** computer records and licensed programmes following a loss for which a claim is accepted.

SECTION 10 - FROZEN OR CHILLED STORES**WHAT YOU ARE COVERED FOR**

Deterioration of **your** refrigerated stock so that it cannot be used for the purpose for which it was intended and not insured by any other section of this policy, caused by sudden and unforeseen accidental mechanical or electrical breakdown of **your** refrigeration equipment at the **situation** unless excluded by this policy.

WHAT SPECIAL BENEFIT YOU ARE COVERED FOR**NO CLAIMS BONUS**

If **you** have not had any claims with us or with **your** previous insurer for the last year **you** will receive a No Claims Bonus. Should **you** make a claim, the No Claims Bonus will be reduced at the renewal following the claim.

OPTIONAL SPECIAL BENEFIT**DEER VELVET**

If **you** have selected this benefit this section is extended to cover **your** deer velvet up to the sum insured shown in the **certificate of insurance** for sudden and unforeseen accidental physical loss or damage at the **situation**, or for damage caused by fire, collision or overturning of the conveying vehicle within New Zealand.

SECTION 11 - PERSONAL INCOME PROTECTION

WHAT YOU ARE COVERED FOR

Accident or **illness** to the **insured person** happening during the period of insurance occurring anywhere in New Zealand or Australia including the intervening sea or air space.

AGE LIMITS

The cover provided under this section ceases when the **insured person** reaches the age of 65 years. However once the **insured person** reaches this age they may apply to us for cover to continue. An extra premium and/or restriction to the cover may apply.

OPTIONAL SPECIAL BENEFIT



EXTENDED PERIOD OF INSURANCE

If **you** have selected this benefit, we will extend the period of cover for **total disablement** from 104 weeks to 260 weeks in total.

WHAT YOU ARE NOT INSURED FOR

GENERAL EXCLUSIONS (APPLYING TO ALL SECTIONS OF THE POLICY)

The **excess**.

Loss or damage to:

- motor vehicles, trailers, caravans, motorcycles, mobile plant, implements, drawn equipment and their attachments, spare parts and accessories other than the cover provided in Sections 5A and 5B, or the cover provided for irrigation equipment in Section 9.

Loss, damage, liability, accident, illness, death or disability arising from, or claims for:

- any disease, fungi, bacteria, virus or microbic infection other than the cover provided in the Section 1 Optional Special Benefit – Bulk Milk or in the Section 4 Optional Special Benefit – Milk Contamination;
- any event occurring outside New Zealand other than the cover provided in Sections 4 and 11;
- any form of consequential loss suffered by **you** other

than the cover provided in Section 7;

- any form of experiment;
- any activity involving asbestos, asbestos products or asbestos contained in any products or materials;
- any time or date device or any item of which it forms a part, arising from its failure to recognise any date, character or value as the correct date, character or value (e.g. year 2000). However we will pay for any loss or damage which it causes to any other item;
- any unreasonable, criminal, reckless or wilful act or omission, or any disregard for, or failure to comply with any provision in or notice or order under any Act of Parliament by **you** or any person directly employed by **you**. This does not apply to any person who is in charge of **your vehicle** or **boat** after stealing it;
- confiscation, nationalisation or requisition by the order of Government or Local Authority unless it is to prevent loss or damage covered by this policy;
- defect, negligence, error or omission in design, plan, specification, formula, advice, remedial or other treatment given, administered or prepared, or work performed by **you** or on **your** behalf on property not owned by **you** or by reason of materials or equipment used in connection with such work which are defective or inadequate other than the cover provided in the Section 4 Special Benefit – Motor Vehicle Service and Repair;
- depreciation, wear and tear, action of sunlight or existing defects;
- inventory, clerical or accountancy shortage;
- or which are directly or indirectly brought about or contributed to by any dishonest, fraudulent or malicious act or omission by **you**;
- 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;
- any claim or potential claim already notified under any previous policy of insurance held by **you**;
- subsidence, landslip, erosion or geothermal activity;

- theft or deliberate damage by any person normally living or lawfully at the **situation**;
- vibration, removal or weakening of support;
- war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection, military or usurped power;
- nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- seepage, discharge, pollution or contamination, (including the cost of removing, nullifying or cleaning up) unless it occurs during the period of insurance and is caused by a sudden, unintended and unexpected occurrence during the same period of insurance, other than the cover provided in the Section 4 Optional Special Benefit – Milk Contamination or Section 4 Optional Special Benefit – Independent Contractors;
- spraying, or spreading of any substance other than the cover provided in the Section 4 Optional Special Benefit – Independent Contractors;
- the cost of defending any charge or charges relating to any continuing offence under any Act of Parliament;
- any agreement to accept liability which arises only because **you** or any person covered by this policy have agreed to take liability upon yourselves.

Liability for, or arising from:

- aggravated, punitive or exemplary damages other than the cover provided in the Sections 4, 5A, 5B and 6 Special Benefits – Exemplary and Punitive Damages;
- fines and/or other penalties or reparation orders other than the cover provided in the Section 4 Special Benefit – Fines and Legal Defence Costs;

- personal injury as defined, and/or for which cover is provided, under the Accident Rehabilitation and Compensation Insurance Act 1992 or any Act passed in substitution, or would have been provided if **you** were not an Exempt Employer as defined under the Act;
- the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements) trailer, caravan, watercraft, aircraft or other airborne devices, railway locomotives or rolling stock, other than the cover provided in Section 4 Optional Special Benefit – Independent Contractor or the Section 4 Special Benefit – Customers’ or Visitors’ Motor Vehicles, or Sections 5A, 5B and 6.

GENERAL EXCLUSIONS applying to all sections of the policy except Section 4, Liability Protection; Section 5, Motor Owner’s Liability Protection; and Section 6, Boat Owner’s Liability Protection.

Loss or damage to:

- computer data and software other than the cover provided in the Section 3 Special Benefit – Computer Software or the Section 9 Special Benefit – Reconstruction of Computer Records;
- fish, birds or domestic animals;
- money, bullion, negotiable securities or documents unless **you** have selected the Section 1 Optional Special Benefit – Money or other than the cover provided in the Section 3 Special Benefit – Money;
- property undergoing manufacture, any production, cleaning or restoring process, repair or erection other than the cover provided in the Section 2 and/or Section 3 Optional Special Benefits – House Under Construction or Alteration;
- railway locomotives or rolling stock, aircraft or other airborne devices.

Loss, damage, accident, illness, death or disability arising from, or claims for:

- any process of cleaning, repair or restoring;
- change in flavour, colour, texture or finish;

- chemical reaction or electrolysis;
- contamination or change in temperature other than the cover provided under the Section 3 Special Benefit – Frozen Food Deterioration, Section 10 or unless **you** have selected the Section 1 Optional Special Benefit – Bulk Milk;
- electric current other than the cover provided in the Section 1 Special Benefit – Fusion and Section 1 Optional Special Benefit – Fusion, however resultant damage is covered. This exclusion does not apply to Sections 2 and 3;
- explosion, collapse, bursting, cracking, bulging, rupture or leakage of steam pressure vessels and pipes. However, resultant damage to **your** other property is covered;
- welding failure, latent defect, inherent fault, defective workmanship, materials or design other than the cover provided in the Section 2 and/or Section 3 Optional Special Benefits – House Under Construction or Alteration. If **you** have cover under the Optional Special Benefits – House Under Construction or Alteration this exclusion is deleted in relation to loss, damage or liability arising from the defective workmanship, materials or design, but is not deleted in respect of the cost of remedying the defective workmanship, materials or design;
- insects, rodents or vermin other than opossums, marine growth or marine borers. However, resulting loss or damage other than that caused directly by them is covered;
- withholding, restricting or interruption of the supply of water, gas, electricity or any fuel or failure of waste disposal systems and underground services;
- mildew, mould, rot, corrosion, rust, gradual deterioration other than the cover provided in the Section 2 and/or Section 3 Special Benefits – Gradual Damage;
- mechanical, electrical or electronic breakdown unless burning out occurs other than the cover provided in Section 9. However, resulting loss or damage is covered;
- settling or cracking or movement of land;

- shrinking, evaporation, loss of weight;
- total or partial stoppage of work;
- lifting or shifting of any structure or building, structural alterations or repairs including the removal or alteration of the roof, other than the cover provided in Section 2 and/or Section 3 Optional Special Benefits – House Under Construction Or Alteration.

SECTION 1 – FARM ASSETS

Loss or damage to:

- biological preparations or by-products (such as semen or embryos);
- deer velvet;
- **farm assets** while in transit;
- farm dogs other than the cover provided in the Special Benefit – Farm Dogs;
- bulk fertilisers and wrapped feed in the open other than the cover provided in the Special Benefit – Bulk Fertilisers and Wrapped Feed in the Open;
- hay, straw, lucerne, gates and fences other than the cover provided in the Optional Special Benefits – Fencing and/or Hay;
- livestock other than the cover provided in the Special Benefit – Stock Worrying or the Optional Special Benefit – Livestock;
- submersible pumps or their motors other than the cover provided in the Optional Special Benefit – Submersible Pumps;
- trees other than the cover provided in the Optional Special Benefit – Standing Timber;
- growing crops other than the cover provided in the Optional Special Benefit – Live Plants;
- hedges, shelter belts, retaining walls, land, drainage systems, dams, reservoirs, canals, culverts, aqueducts, tunnels, bridges, docks, piers, wharves, breakwaters or mining property located underground.

Loss or damage arising from, or claims for:

- any harvesting of **live plants**;
- any pruning, grafting, propagating or repotting of **live plants**;
- storm, rain, snow, hail, flood or windstorm to:
 - **farm produce**, hay, straw, lucerne or wool not in **farm buildings** or **horticultural buildings**;
 - **farm buildings** or **horticultural buildings** in the course of construction or alteration.
- the incorrect application of water, heat, nutrients, ventilation or light or combination thereof to **live plants**.

SECTION 2 – HOUSE

SECTION 3 – CONTENTS

An additional **excess** of \$400 if **your house** is let, lent, leased, rented or tenanted to anyone other than an employee or family member unless **you** have selected the Section 2 and/or Section 3 Optional Special Benefit – Tenanted Properties.

More than:

- \$2,500 for any item or set of jewellery, any watch, any item or set of photographic or video equipment (including accessories), unless shown in the **certificate of insurance**;
- \$3,000 in total for any collections of items other than furniture or furnishings;
- \$10,000 for any one item (other than jewellery, any watch or any item or set of photographic or video equipment including accessories and carpets) unless shown in the **certificate of insurance**.

Loss or damage to:

- artificial or transplanted body parts or aids other than contact lenses, hearing aids or dentures;
- **contents** removed from the **situation** for the purpose of sale, storage or exhibition, or that are away

or that **you** intend to be away from the **situation** for more than 30 days, other than the cover provided in the Section 3 Optional Special Benefit – Contents in Storage;

- **contents** that are in transit from one permanent situation to another, other than the cover provided in the Section 3 Optional Special Benefit – Contents in Transit;
- property from which **you** obtain financial return whether for profit or not, other than the cover provided in the Section 3 Special Benefit – Business Tools or the Section 3 Optional Special Benefit – Additional Business Tools;
- shelter belts, dams, reservoirs, canals, culverts, aqueducts, tunnels, bridges, docks, piers, wharves, breakwaters;
- watercraft e.g. sailboards, jet skis, wave skis, boats and outboard motors, their spare parts and accessories if the total value of all items is over \$1,000.

Loss or damage arising from, or claims for:

- **natural disaster damage** up to the limits in Section 18 and 20 of the Earthquake Commission Act 1993 or any amendments other than the cover provided in the Section 2 and/or Section 3 Optional Special Benefits – House Under Construction or Alteration in which case this exclusion is deleted for any time during which, because of the construction or alteration, **your house** is not a “Dwelling” as defined in the Earthquake Commission Act 1993 or any amendments;
- any excess imposed by the conditions of insurance under the Earthquake Commission Act 1993 or any amendments or if for any reason the EQCover is not paid or payable by the Earthquake Commission.

SECTION 4 – LIABILITY

PROTECTION

Loss or damage to:

- any part of any property that must be repaired, reconditioned or replaced by reason of work performed by **you** or on **your** behalf, or by reason of

materials or equipment used in connection with such work which are defective or inadequate other than the cover provided in the Special Benefit – Motor Vehicle Service and Repair;

- **your products** arising out of such **products** or any part of such **products**.

Loss, damage, fines, penalties or liability arising from, or claims for:

- accidents which occur while any employee is engaged in activities which are not directly related to **your business**;
- any **occurrence** for which an inspector may give notice to a territorial authority under Section 61 of the Health and Safety in Employment Act 1992 or any amendments;
- **your** failure to comply with any improvement, prohibition or suspension notice issued under Health and Safety in Employment Act 1992, or for which an inspector may give notice under Section 61 of the Health and Safety in Employment Act 1992, or equivalent notices issued under any replacement Act;
- liability as a bailee other than the cover provided in the Special Benefit – Bailee’s Liability and the Optional Special Benefit – Extra Bailee’s Liability;
- property rented or leased to, occupied by, used by or in the care, custody or control of **you**:
 - if such property is owned by any person or organisation controlled or coming under the control of **you**; or
 - to the extent that **you** have agreed to provide insurance in respect of such property.
- loss of use of tangible property which has not been physically damaged or destroyed resulting from:
 - a delay in or lack of performance by or on behalf of **you** of any contract or agreement; or
 - the failure of **your products** or work performed by or on behalf of **you** 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 **your products** or sudden and accidental physical damage to or destruction of work performed by or on behalf of **you** after such **products** or work have been put to use by any person or organisation other than **you**.

- the unjustifiable dismissal of any person or other personal grievance arising out of a contract of employment;
- withdrawal, inspection, repair, replacement, removal or loss of use of **your products** or work completed by or on behalf of **you** or any property of which such **products** or work form a part, provided that this exclusion will not apply where such **products**, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency and **you** did not know of or suspect the existence of the defect or deficiency at the time of sale of the **product** or completion of the work by **you**;
- **your** deliberate or reckless failure to comply with any determination by the building industry authority or any territorial authority, any compliance schedule, any building consent, any notice under Sections 64, 65 or 66 of the Building Act 1991, the Building Code, or any regulations issued under Part VI of the Building Act 1991;
- **bodily injury to you**;
- loss or damage to property belonging to **you** or any employee or under **your** or their care or control other than the cover provided in the Special Benefits – Bailee’s Liability and Tenants’ Liability, and Optional Special Benefit – Extra Bailee’s Liability.

SECTION 5A – PRIVATE MOTOR VEHICLES

SECTION 5B – FARM VEHICLES

Loss or damage to:

- caravan awnings or coverings caused by windstorm, hail or snow;
- tyres unless malicious or there is other damage to **your vehicle** for which a claim is payable, other

than the cover provided in the Section 5B Optional Special Benefit – Tyres;

- or failure or breakage of the engine, transmission, mechanical, electrical computer systems unless it occurs as a result of other damage to **your vehicle** for which a claim is payable.

Loss, damage or liability while your vehicle is:

- being tested for or in preparation for or engaged in racing, off roading, pacemaking, hill climbing, reliability trials, rallying or speed tests;
- being used otherwise than that described in the section of this policy – “What Your Vehicle Can Be Used For” or not being used for the purpose it was designed or not as a vehicle as defined in the Transport Act 1962 or any amendments;
- in an unsafe condition;
- on hire;
- being driven by or in the charge of any person who:
 - does not have a license which is in full force and effect to drive **your vehicle** at the time and place of the accident;
 - is not complying with the conditions of his or her license;
 - has a proportion of alcohol in his or her blood or breath which exceeds the legal limit prescribed;
 - is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means **your** claim may be declined even if the driver of **your vehicle** is under the legal limit prescribed;
 - following an event resulting in a claim under the policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so;
 - is convicted of any alcohol or drug related offence arising from circumstances resulting in any claim under this policy;
 - leaves the scene of the accident when it is an offence to do so.

This exclusion does not apply to claims for loss or damage to **your vehicle** when the person who is in charge of **your vehicle** has stolen it.

Loss, damage or liability arising from, or claims for:

- airborne activities while being towed by **your vehicle**;
- any object drawn cast into or entangled in the **vehicle** by any means whatsoever but **you** are covered for loss or damage by fire, collision or overturning resulting from such an occurrence or other than the cover provided in the Section 5B Optional Special Benefit – Entanglement;
- loss of use of **your vehicle**;
- damage caused by **your vehicle** insured under Section 5B to:
 - any bridge, viaduct, weighbridge or to any road or any other surface upon which the **vehicle** may drive including the material beneath such surface or structures, where the damage is caused by the weight of the **vehicle**;
 - underground pipes, lines, cables or sewerage or underground installations of any description.

Liability for:

- loss or damage to property belonging to or under the care, custody or control of **you** or **your** driver or being conveyed in or loaded or unloaded from **your vehicle**. This exclusion does not apply to any disabled vehicle being towed by **your vehicle** for no financial gain or reward;
- **bodily injury** to **you** or any person who is in charge of or being conveyed in **your vehicle**.

SECTION 6 – BOAT

Loss or damage to or claims for:

- moorings;
- failure or breakage of the engine, transmission, mechanical or electrical systems unless it occurs as a result of other damage to **your boat** for which a claim is payable;

- outboard motors caused by theft unless from the place of normal storage which must be a secure situation or attached to **your boat** by a recognised security device;
- sails, masts, spars or rigging while **your boat** is racing, other than the cover provided in the Optional Special Benefit – Racing Risks;
- sails set in use or protective covers if split by the wind or blown away unless damage occurs at the same time to the mast, spars or rigging;
- tyres, unless malicious, or other damage occurs at the same time to **your boat** trailer for which a claim is payable.

Loss, damage or liability arising from or claims for:

- airborne activities while being towed by **your boat**;
- loss of use of **your boat**, depreciation, wear and tear, action of sunlight, existing defects, vermin, borers, marine growths, gradual deterioration, chemical reaction, electrolysis, corrosion, welding failure or latent defect;
- **your boat** while it:
 - is being tested in preparation for or engaged in any power boat race, speed test or trial;
 - is let out on hire or charter or used for other than private and pleasure purposes;
 - is outside the **coastal waters** or within the **coastal waters** in the course of an international voyage or if left unattended on mooring (other than customary mooring) or at anchor for a period exceeding 24 hours;
 - or the conveying or towing motor vehicle is in an unsafe condition;
 - or the conveying or towing motor vehicle is being driven by or in the charge of any person who:
 - does not have a licence which is in full force and effect to drive the vehicle at the time and place of the accident;
 - following an event giving rise to a claim

under the policy fails or refuses to permit a specimen of blood or breath test to be taken after having been required to do so;

- has a proportion of alcohol in his or her blood or breath which exceeds the legal limit prescribed;
- is convicted of any alcohol or drug related offence arising out of the circumstances giving rise to any claim under this policy;
- is not complying with the conditions of his or her licence;
- is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means **your** claim may be declined even if the driver is under the legal limit;
- leaves the scene of the accident when it is an offence to do so;

This exclusion does not apply to claims for loss or damage to **your boat** when the person driving it or the conveying or towing motor vehicle has stolen it.

Liability for or arising from:

- loss of or damage to property belonging to or under the care, custody or control of **you** or **your** driver or being conveyed in or loaded or unloaded from **your boat**. However, this exclusion does not apply to any disabled boat being towed by **your boat** for no financial gain or reward.

SECTION 8 – TRANSIT

Loss or damage to:

- household furniture and personal effects.

SECTION 9 – FARM ASSETS BREAKDOWN

Loss or damage to:

- any property due to equipment testing or prior to successful commissioning or recoverable under a

maintenance contract, warranty or guarantee;

- belts, ropes, wires, chains, tyres, dyes, exchangeable tools, engraved cylinders, glass components, porcelain components, ceramics, refractories, felts, sieves, fabrics, jointings, packings and all operating media.

SECTION 10 – FROZEN OR CHILLED STORES

Loss or damage:

- to biological preparations or by-products (such as semen or embryos);
- to deer velvet other than the cover provided in the Optional Special Benefit – Deer Velvet;
- arising from improper storage or improper packing materials.

SECTION 11 – PERSONAL INCOME PROTECTION

Accident, illness, death or disability arising from or claims for:

- asbestos, asbestosis or any related disease, sexually transmitted diseases, menopause or voluntary abortion, legionnaire's disease, HIV or acquired immune deficiency syndrome;
- air travel other than as a fare paying or ticket holding passenger on a regular airline or established charter service;
- any congenital condition;
- any **illness**, physical defect, condition, infirmity, disability or injury existing prior to the original inception date of this section of this policy;
- football, including rugby, rugby league and soccer, rodeo activities, hang gliding, paragliding, skiing, microlite flying, sky diving, parachuting, parasailing, bungi jumping, mountaineering, rock climbing, pot holing, polo, hunting on horseback, racing other than on foot, scuba diving without an NZUA or PADI qualification or any professional sporting activity unless specifically covered;

- intentional self injury, suicide or any illegal activity;
- the normal effects of pregnancy or childbirth;
- alcohol or drugs.

HOW TO MAKE A CLAIM

It is important that **you** tell us immediately **you** become aware of any circumstances which may give rise to a claim. If **you** are asked to fill in a claim form, we must receive the completed claim form within 30 days.

**For claims assistance
Freephone 0800 161 262**

SOME OF YOUR OTHER IMPORTANT OBLIGATIONS

You and any person in charge of **your** property with **your** permission must:

- allow us to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent;
- allow us to inspect the loss or damage and deal with any salvage in a reasonable manner. No property may be abandoned to us;
- allow us to take over for our own benefit and settle any legal right of recovery **you** may have and **you** must co-operate fully in any recovery action;
- comply with all our requests relating to **your** claim including providing all co-operation, information and assistance and any medical and/or veterinary certificates requested by us;
- ensure that all vehicles and/or buildings are securely locked when unattended;
- ensure that **your boat** is protected against theft by a recognised security device when left unattended;
- establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply;
- inform the Police if it appears that there has been

arson, theft, burglary or malicious damage and co-operate with the police in any prosecution;

- not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission;
- not discuss a claim made on **you** by another person with them. Instead, refer them to us;
- not start rebuilding or repairs to **your** property without our prior approval. Once approval is given ensure any rebuilding or repairing is carried out promptly;
- provide us immediately with full particulars of any claims made against **you** by another person, all legal documents served on **you** and allow us to instruct a solicitor of our choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of **your** defence. That solicitor shall be entitled to confer with us when necessary as to the details of the case and the conduct or continuation of **your** defence;
- take all steps that we consider reasonable to prevent further loss or damage.

Otherwise we can decline **your** claim and/or recover any payment already made.

HOW WE WILL LOOK AFTER YOUR CLAIM

GENERAL (APPLIES TO ALL SECTIONS)

Once we receive advice of **your** claim we:

- will acknowledge that we have received it and ask **you** for any further information or assistance we may require to enable us to consider **your** claim;
- may appoint an assessor or field officer to look after **your** claim.

HOW WE WILL SETTLE YOUR CLAIM

GENERAL (APPLIES TO ALL SECTIONS)

In all cases:

- if **you** pay **your** premiums by instalment and **you** suffer a total loss, **you** must pay the rest of the annual

premium before we settle **your** claim;

- we have the option whether to make payment, rebuild, replace or repair;
- we may make payment to an interested party (mortgagee etc.) if **you** have one. Their receipt will discharge us completely;
- we will arrange for the repair or replacement or pay **you** for the loss, once **your** claim has been accepted;
- we will pay architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by us;
- we will pay the cost of demolition and removal of debris including the contents;
- we will use building materials and construction methods commonly used at the time of loss or damage.

We are not bound to:

- pay for wall, floor or window coverings not located in the room or rooms where the loss or damage occurred;
- pay more than the sums insured shown in the **certificate of insurance** unless **you** have **full replacement value** then there is no limit to the sum insured;
- pay the cost of replacement or repair beyond what is reasonable, practical or comparable with the original;
- repair or reinstate any property exactly to its previous condition;
- pay more than the **present day value** if **you** have **full replacement value** or **replacement value** until the cost of replacement or repair is actually incurred. If **you** choose not to rebuild or repair we will only pay **you** the **present day value**, and if applicable the reasonable costs of demolition and removal of debris including the contents.

SECTION 1 – FARM ASSETS

SECTION 2 – HOUSE

If **you** have **full replacement value** as shown in the **certificate of insurance** for **your farm buildings, horticultural buildings** or **house** we will pay the costs defined in the Meanings of Words.

If **you** have **replacement value** as shown in the **certificate of insurance** for **your farm buildings, fixed farm plant** and **farm machinery, other farm assets** under 6 years old (other than motors), or **horticultural buildings** we will pay the costs defined in the Meanings of Words.

If **you** have **present day value** as shown in the **certificate of insurance** for **your farm buildings, fixed farm plant** and **farm machinery, farm produce, other farm assets, produce, horticultural buildings, artificial windbreaks** or **house** we will pay the costs defined in the Meanings of Words.

In all cases:

- if, as a result of changes in government or local body by-laws, **you** are not able to rebuild or repair the damaged part of **your house, farm buildings** or **horticultural buildings** to the same specifications as before the loss or damage occurred, we will pay any additional costs incurred to rebuild the damaged part;
- we will not pay the costs of rebuilding, replacing or repairing any part of any building which at the time it was built, was otherwise than in accordance with the building permit issued by the relevant authority.

If **you** have insured **your standing timber** we will pay the **market value** up to the sum insured shown in the **certificate of insurance** at the time of loss or damage less any savings in felling, transportation, salvage and associated costs.

If **you** have insured **your** livestock we will pay the **market value** up to the sum insured shown in the **certificate of insurance**.

If **you** have insured **your live plants**, we will pay either:

- the cost of replacing the damaged plant with a plant of the same maturity including the costs of replanting and fertilising; or
- the cost of replacing the damaged plant with a less mature plant plus the cost of replanting and fertilising to bring to the same stage of maturity as the damaged plant.

All losses shall be appraised by a competent and qualified authority and in the assessment due allowance shall be made for harvesting, transport and other costs and expenses not

incurred that would otherwise have been incurred.

We will not include any allowance for profit margin associated with **live plants** and we will not pay more than the sum insured shown in the **certificate of insurance** or the current **market value** of the **live plants** whichever is less.

SECTION 3 – CONTENTS

We will pay:

- the replacement or repair costs of domestic furniture, furnishings and home appliances under ten years old;
- the **present day value** of **your** domestic furniture, furnishings and home appliances over ten years old, unless **you** have selected the Optional Special Benefit – New for Old;
- the replacement or repair costs of jewellery (other than watches) up to the value shown for each item if **you** have selected the Optional Special Benefit – Jewellery Replacement;
- **the present day value** of **your** other **contents**.

We are not bound to:

- pay more than the **present day value** of **your contents** until the cost of replacement or repair is actually incurred;
- pay more than 50% of the replacement value of **your** jewellery if we offer to replace or repair **your** jewellery and **you** choose not to replace or repair it.

SECTION 4 – LIABILITY PROTECTION

We will pay for costs and expenses incurred by **you** with our approval in defending claims plus costs and expenses awarded against **you** up to the sum insured shown in the **certificate of insurance**.

SECTION 5A – PRIVATE MOTOR VEHICLES

SECTION 5B – FARM VEHICLES

If **you** have chosen **Maxi Motor Protection** or **Thrifty Motor Protection** we will pay to repair the damage or

pay the amount of the loss up to the **market value** of **your vehicle**, or the sum insured shown in the **certificate of insurance** whichever is less, or the **agreed value** if **you** have selected the Maxi Motor Protection Optional Special Benefit-Agreed Value.

We will pay for costs and expenses incurred by **you** with our approval in defending claims under Motor Owner's Liability Protection plus costs and expenses awarded against **you** up to \$25,000,000.

SECTION 6 – BOAT

We will pay:

- either the repair cost or the amount of the loss or damage not exceeding the **market value** of **your boat** at the time of the loss or damage or the sum insured shown in the **certificate of insurance** whichever is less;
- the reasonable salvage charges and wreck removal expenses incurred by **you** relating to **your boat**.

We will pay for costs and expenses incurred by **you** with our approval in defending claims under Boat Owner's Liability Protection plus costs and expenses awarded against **you** up to \$250,000.

SECTION 7 – LOSS OF FARM INCOME

We will pay **your loss of profits** for up to 12 months from the date of the loss or damage for which a claim is accepted under Section 1 or up to the sum insured shown in the **certificate of insurance** whichever occurs first.

SECTION 8 – TRANSIT

We will pay the **market value** up to \$1,000 for any one animal or up to \$5,000 for any single unit of goods. In no case will we pay more than \$25,000 for any one event unless shown in the **certificate of insurance**.

SECTION 9 – FARM ASSET BREAKDOWN

We will pay:

- the replacement or repair costs of electronic

equipment under three years old and all other plant under six years old;

- the **present day value** on all other plant and electronic equipment.

In all cases, we will not pay more than the sum insured shown in the **certificate of insurance**.

SECTION 10 – FROZEN OR CHILLED STORES

We will pay the **market value** up to the sum insured shown in the **certificate of insurance**.

SECTION 11 – PERSONAL INCOME PROTECTION

We will pay :

- the weekly benefit shown in the **certificate of insurance** if the **insured person** suffers **total disablement** by **accident** or **illness**;
- 25% of the weekly benefit shown in the **certificate of insurance** if the **insured person** suffers **partial disablement** but limited to 13 weeks in total;
- the death benefit shown in the **certificate of insurance** if the insured person dies as a result of an **accident**.

As soon as the **insured person** ceases to suffer from **total disablement** or **partial disablement** we will stop payment of any further weekly benefit in respect of such **accident** or **illness**.

You cannot claim for:

- both **accident** and **illness** at the same time;
- both **total disablement** and **partial disablement** benefits at the same time;
- more than 104 weeks of weekly benefits from the date of the **illness** or **injury** for any one **accident** or **illness** causing **total disablement** unless **you** have selected the Optional Special Benefit – Extended Period of Insurance;

- the death benefit unless the **insured person** dies within 52 weeks of the **accident** in which case the amount payable will be reduced by the amount of weekly benefits already paid;
- any weekly benefit after the **insured person** has died.

CANCELLING THIS POLICY

You may cancel this policy at any time by writing to us. We will refund 80% of **your** unused premium.

We may cancel this policy at any time by writing to **your** postal address for this policy on our records. The letter will provide at least 14 days notice. We will refund **your** unused premium.

If **you** make a claim that is false or fraudulent in any way we may avoid **your** policy or cancel it effective immediately.

MAKING CHANGES TO THIS POLICY

You can have this policy altered at any time as long as we agree in writing to such alteration before it takes effect. We can, in exceptional circumstances, alter the terms of this policy by writing to **your** postal address for this policy on our records and the change will take effect 14 days after the date of that letter from us.

LEAVING YOUR HOME UNOCCUPIED

Unless **you** have told us that **your house** is a holiday home, **you** must have our prior written confirmation if **your house** is going to be unoccupied for more than 60 consecutive days, otherwise cover under this policy is automatically suspended. Cover resumes as soon as **your house** is occupied again.

If **you** have told us **your house** is going to be unoccupied we may, if we choose, change the terms of this policy. Any change will be notified to **you** in writing and will take effect 14 days after the date of the letter from us.

INFLATION PROTECTION

To help protect **you** from inflation the sums insured for Sections 1,2 & 3 shown in the **certificate of insurance** may be increased at the renewal of **your** policy based on the changes in building costs and the appropriate parts of the Consumer Price Index. **Your** premium at renewal will be calculated on the revised sum insured.

OTHER INSURANCE

We will only pay over and above the cover provided by any other policy.

AUTOMATIC REINSTATEMENT

In the case of partial loss or damage we will pay the premium to reinstate your insurance after we meet any claim. This automatic reinstatement does not apply to Section 4 Liability Protection, Section 5A and 5B Motor Owner's Liability Protection and Section 6 Boat Owner's Liability Protection.

JURISDICTION

The laws of New Zealand shall apply to and the Courts of New Zealand will have exclusive jurisdiction in relation to any legal proceedings about this policy. Except as defined in the **geographical limits**, any compensation awarded or costs or expenses of litigation outside New Zealand are not covered.

CURRENCY AND TAXES

All sums insured and policy limits are expressed in New Zealand currency. The sum insured under Sections 2,3,5A & 6 include Goods and Services Tax (GST) and all other taxes. All other sections are GST exclusive. All claims will be paid in New Zealand.

MEANINGS OF WORDS

- **“Accident”** means bodily injury caused solely and directly by violent, accidental, external and visible means which, independently of any other cause, is the sole and direct cause of the **insured person's** disablement. This meaning applies to Section 11 only.
- **“Actual farm income”** means **your farm income** actually achieved during the **claim period**.
- **“Agreed value”** means the value of **your vehicle** that we have agreed to at the time of insuring **your vehicle** or at any renewal. The amount is shown in the **certificate of insurance**.
- **“Artificial windbreaks”** means the artificial windbreaks **you** own at the **situation** that are specified by **you** and shown in the **certificate of insurance**.

- **“Boat”** means the items shown in the **certificate of insurance** under Section 6.
- **“Bodily injury”** means bodily injury (including death), illness, disability, disease, shock, fright, mental anguish or mental injury.
- **“Business”** means the type of farming operation carried on by **you** and declared to us.
- **“Certificate of insurance”** means the certificate of insurance first issued to **you** or the current renewal certificate whichever applies and any endorsement certificates that have been added during the period of insurance.
- **“Claim period”** means the period during which the turnover of **your business** is reduced and for which a claim is payable under Section 7.
- **“Coastal waters”** means the waters within 50 miles of the coast of mainland New Zealand including inland lakes and waterways.
- **“Contents”** means all **your** domestic furniture e.g. tables, chairs; furnishings e.g. carpets and drapes; home appliances e.g. refrigerator, electrical drill, lawn mower; household effects e.g. linen, food; personal effects e.g. bicycles, cameras, clothing, compact discs, contact lenses, hearing aids, laptop computers, spectacles, watches and other items that are normally worn or carried by **you** as shown in the **certificate of insurance**. This includes **contents** hired by **you** for which **you** are legally liable.
- **“Domestic trailer”** means non tandem axle trailers used solely for domestic purposes but not including trailers designed for use specifically with boats.
- **“Excess”** means the amount of any claim that **you** must bear. The amounts are shown in the **certificate of insurance** and this wording. If **you** have selected Section 11, **excess** means the period during which **you** will not receive any benefits if the **insured person** suffers an **accident** or **illness**.
- **“Excluded Acts”** means:
 - Arms Act 1983;
 - Aviation Crimes Act 1972;
 - Crimes Act 1961;
 - Criminal Investigations (Blood Samples) Act 1995;
 - Misuse of Drugs Act 1975;
 - Summary Offences Act 1981;
 - Transport Act 1962;
 - Transport (Vehicle and Driver Registration & Licensing) Act 1986;
 - Any Act passed in substitution of the above Acts.
- **“Farm assets”** means **artificial windbreaks, farm buildings, horticultural buildings, produce, fixed farm plant and farm machinery, other farm assets, standing timber, farm produce**, fertilisers, wool, water tanks, walls (but not retaining walls or hedges), plant and machinery up to the sum insured shown in the **certificate of insurance** and used solely for the purposes of **your business**. But excluding motor vehicles, motorcycles, aircraft, watercraft and self propelled or trailed or tractor drawn agricultural vehicles or implements.
- **“Farm buildings”** means the buildings including underground services shown in the **certificate of insurance** that form part of those buildings including stock pens or crushes attached to or forming part of those buildings, at the **situation**, that are used in connection with **your business**.
- **“Farm income”** means the money paid or payable to **you** for goods sold or services rendered during the course of **your business**, less the purchase cost of stock.
- **“Farm produce”** means stores, harvested grain, seed and animal feed, but excluding wool, bulk hay, straw or lucerne, deer velvet, biological preparations or by-products (such as semen or embryos) shown in the **certificate of insurance**.
- **“Fixed farm plant and farm machinery”** means any plant and machinery shown in the **certificate of insurance** permanently contained within **farm buildings** at the **situation** or temporarily removed anywhere in New Zealand.
- **“Full replacement value”** means the costs actually incurred to rebuild, replace or repair to the same condition and extent as when new and to the same area as shown in the **certificate of insurance**, plus, in respect of Section 2 any decks, undeveloped basements, carports and detached

domestic outbuilding(s) with no limit to the sum insured.

- **“Geographical limits”** means in the case of liability arising from **your products**, cover is provided world-wide except for **products** exported to any country under USA, Japanese or Canadian jurisdiction, for which there is no cover.

In respect of other claims, cover is limited to accidents occurring in New Zealand.

- **“Horticultural buildings”** means glasshouses, plastic houses and shade houses **you** own at the **situation** including walls, gates and fences (but not retaining walls or hedges) and underground services that form part of those horticultural buildings shown in the **certificate of insurance**.
- **“House”** means the domestic building(s) **you** own at the **situation**, including its fixtures and fittings (other than carpet and drapes), walls (other than retaining walls), gates, fences, underground services, permanent swimming pool and spa pools (other than pumps and motors) and any other domestic structure(s) on the same site (other than metal driveways or paths) as shown in the **certificate of insurance**.
- **“Illness”** means illness, sickness or disease that, independently of any other cause, is the sole and direct cause of the **insured person’s** disablement.
- **“Injury”** means:
 - bodily injury, sickness, disease, disability, nervous shock or mental injury, mental anguish or distress including death at any time resulting there from;
 - false arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention or malicious prosecution;
 - libel, slander, defamation of character, humiliation or invasion of the rights of privacy, except arising out of advertising activities for which there is no cover;
 - assault and battery sustained by persons other than **you** or **your** employee and not committed by **you** or at **your** discretion unless committed for

the purpose of preventing or eliminating danger to persons or property.

- **“Insured person”** means the person named in the **certificate of insurance** whose life or health is insured.
- **“Live plants”** means live plants, seeds, bulbs and visible growing crops shown in the **certificate of insurance** and contained in **horticultural buildings** for their cultivation or storage and including soil and the costs incurred in the soil’s fumigation, sterilisation and fertilisation, plant supports, plant boxes, trays, punnets and pots but excluding all property more specifically insured.
- **“Loss of profits”** means **standard farm income** less **actual farm income**.
- **“Market value”** means the value immediately prior to the loss as assessed by a valuer approved by us.
- **“Maxi motor protection”** means sudden and unforeseen accidental physical loss or damage to **your vehicle** in New Zealand including Motor Owner’s Liability Protection.
- **“Natural disaster damage”** means loss or damage as a direct result of earthquake, **natural landslip**, volcanic eruption, hydrothermal activity or tsunami and includes loss or damage occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of or to otherwise reduce the consequences of an earthquake, **natural landslip**, volcanic eruption, hydrothermal activity or tsunami. It does not include any loss or damage for which compensation is payable under any Act of Parliament other than the Earthquake Commission Act 1993.
- **“Natural landslip”** means the movement (whether by way of falling, sliding or flowing or by a combination thereof) 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.

- **“Occurrence”** means an act or omission during the period of insurance including repetitive or continual exposure to the same conditions as a result of which:
 - **you** are charged with an offence under Section 80 of the Building Act 1991, Sections 49, 50 or 56 of the Health and Safety in Employment Act 1992 or Sections 9, 11, 12, 13, 14 or 15 or the Resource Management Act 1991; or
 - **you** are charged with a strict liability or absolute liability offence under any other Act except an **excluded Act**; or
 - any prosecuting body under any Act except an **excluded Act** undertakes an official investigation into **your** activities.

Where the elements of an **occurrence** take place during more than one period of insurance the **occurrence** shall be treated as taking place during the period of insurance in which the first act/omission forming part of the **occurrence** took place.

- **“Other farm assets”** means all **farm assets** used solely for the purposes of **your business** that are not **artificial windbreaks, farm buildings, horticultural buildings, produce, fixed farm plant and farm machinery, farm produce and standing timber** anywhere in New Zealand and up to the sum insured shown in the **certificate of insurance**.
- **“Partial disablement”** means the substantial inability of the **insured person** to engage in, perform or attend to their **business**.
- **“Present day value”** means the cost at the time of the loss or damage of rebuilding, replacing or repairing to a condition no better than new less an appropriate allowance for depreciation and deferred maintenance.
- **“Produce”** means the produce that is shown in the **certificate of insurance** and is owned by **you** while it is contained in **horticultural buildings** at the **situation**.
- **“Products”** means any goods or products, including their container sold, supplied, distributed or manufactured by **you** in connection with **your business**.

- **“Replacement value”** means the costs actually incurred to rebuild, replace or repair to the same condition and extent as when new up to the sum insured shown in the **certificate of insurance**.
- **“Situation”** means the location that is shown in the **certificate of insurance**.
- **“Standard farm income”** means **your farm income** that would have been achieved during the **claim period** but for the loss or damage.
- **“Standing timber”** means the plantation crop of exotic timber planted and maintained for the purpose of commercial gain and shown in the **certificate of insurance** under Section 1.
- **“Thrifty motor protection”** means sudden and unforeseen accidental physical loss or damage to **your vehicle** in New Zealand arising out of fire, theft or illegal conversion including Motor Owner’s Liability Protection.
- **“Total disablement”** means the complete inability of the **insured person** to engage in, perform or attend to their **business**.
- **“Vehicle”** means the vehicle (including trailers and caravans) shown in the **certificate of insurance** including spare parts and attached equipment and accessories.
- **“You”** or **“your”** means the person(s) or entity named in the **certificate of insurance** as the insured, **your** spouse and **your** children normally residing at the **situation**. **You** or **your** does not include a de-facto partner, or family members such as parents and grandparents or brothers and sisters unless they are named in the **certificate of insurance**. Where **you** jointly own any of the property this policy insures **you** jointly. In the Section 4 Optional Special Benefit – Fines and Legal Defence Costs this also includes any Corporation named in the **certificate of insurance** and its directors and employees.

IF YOU HAVE A CONCERN

While **we** make every effort to get things right, problems may sometimes occur. **We** have a complaints procedure in place that is intended to resolve any problem quickly and fairly.

In order to avoid delay in solving a problem to **your** satisfaction, please follow the steps below:

1. In the first instance call:
TOWER Insurance Service Centre
Freephone **0800 161 262**
2. If the TOWER Insurance Service Centre is unable to resolve the problem, **you** may make a formal complaint to:
Manager: Complaints Investigation and Resolution
TOWER New Zealand
22 Fanshawe Street
PO Box 90347 Auckland
Freephone **0800 808 808**
Facsimile (09) 369 0546
3. If the complaint has been through all the steps above and **you** are still dissatisfied, **you** may then ask the Insurance and Savings Ombudsman to arbitrate.



Call us on
0800 161 262
or visit our website at
www.tower.co.nz