

Effective 15 December 2023

Farm & Lifestyle Block Insurance

Farm Motor Policy



Welcome to your AMP Farm & Lifestyle Block insurance policy

Thank you for choosing this AMP Farm & Lifestyle Block insurance policy to protect what's important to you.

This AMP branded general insurance products is underwritten by Vero Insurance New Zealand Limited. Vero will be your contact for the ongoing management of your insurance and for any claims you need to make.

In this policy wording, we've set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.

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Welcome to your Farm Motor Policy – insurance for your farm vehicles

In this policy wording, we set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.

Who we mean by 'you'

When we say 'you' or 'your', we mean the *insured* person or people named on your *schedule*, and their partner.

A partner is either a:

- marriage or de facto partner under the Property (Relationships) Act 1976
- civil union partner under the Civil Union Act 2004.

Who we mean by 'we'

When we say 'we', 'us', or 'our', we mean Vero Insurance New Zealand Limited.

The documents that make up your insurance policy

Your insurance policy is made up of three parts.

1. This policy wording. It explains what we do and don't cover, the responsibilities you have under the policy, and how to make a claim.
2. Your policy *schedule*. It gives details specific to you, including who and what is insured, when cover starts and ends, and the *premium* you've agreed to pay. The policy *schedule* also includes any special terms that might apply, which might also detail things that we do and don't cover.
3. The information in your proposal, application, or declaration.

Read your policy wording, so you know what we do and don't cover

We agree to give you insurance cover as outlined in this policy wording and your policy *schedule*, as long as your *premium* payment is up to date.

Read your insurance policy documents carefully, so you know what you are, and are not, covered for. Keep them together in a safe place.

Once you've read this policy wording, contact your insurance adviser if you would like more information.

Headings in this policy wording are descriptive

The headings used in this policy wording are descriptive — they're to help you find information. They're not part of the terms and conditions, so you can't rely on them to interpret the policy's meaning.

Words in italics have specific meanings

When words are in *italics*, they have specific meanings that we've defined in the 'Definitions' section on page 30. When we use these words, we mean the definitions we give in the 'Definitions' section.

What we cover depends on your cover option

This policy wording includes three different cover types, as well as cover for your legal liability. Make sure you read and understand the cover type you've bought, as shown on your *schedule*:

Comprehensive	page 4
Third Party, Fire and Theft	page 10
Third Party Only	page 11

What your vehicle is covered for if you have Comprehensive cover

If your *schedule* shows you have Comprehensive cover, we'll cover you for *accidental loss* to your *insured vehicle* anywhere in New Zealand during the *period of insurance*.

The maximum we'll pay for your *insured vehicle* is the *market value*.

Your cover also includes the benefits below, if the circumstances they outline apply.

Your cover, including the benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

Comprehensive cover — the benefits we include

Your cover also includes the benefits below, if the circumstances they outline apply.

This section explains in detail the benefits we provide, and what we'll pay for each.

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Additions and deletions — we'll cover any vehicles you purchase or lease during the period of insurance

We'll cover you for *loss* to any vehicle you purchase or *lease* and are required to insure during the *period of insurance*. Cover starts on the day you take possession of the vehicle, but only if you:

- tell us within 30 days of the day you take possession of the vehicle
- provide full details of the vehicle
- pay any extra *premium* we require.

The sum insured for each vehicle covered under this benefit is whichever is less:

- the *market value* of the vehicle
- \$300,000 or any greater amount shown on your *schedule* for 'Vehicle change or addition'.

If you sell, or the *lease* ends on, an *insured vehicle* during the *period of insurance* we'll stop covering that vehicle. Cover stops on the day you sell or dispose of the vehicle, or the date the *lease* ends.

Borrowed vehicles — we'll cover vehicles you borrow

If you borrow a vehicle to undertake *farming operations*, and it is not otherwise insured, we'll cover the borrowed vehicle as if it were an *insured vehicle* for your liability to the owner for *loss* to the borrowed vehicle.

We won't cover you for your legal liability to pay any fine, penalty, sentence of reparation, or any punitive or exemplary *damages*.

The most we will pay is the *market value* of the vehicle to a maximum of \$20,000.

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

Emergency costs — we'll pay for emergency transport and repairs

If required after an *accident*, we'll pay the reasonable cost of either:

- moving your *insured vehicle* to the nearest repairer or safe place
- essential repairs so you can get your *insured vehicle* to your destination or a repairer.

If your *insured vehicle* can't be driven, we'll pay reasonable costs up to \$5,000 for accommodation and transport to get you and your passengers to your home.

If your *insured vehicle* is stolen, we'll also cover the cost of transporting it back to your farm after it's been repaired or recovered.

This benefit only applies if we're paying for *loss* that this policy covers.

Employee's vehicles and personal effects — we'll cover your employee's vehicles if not already insured

If your employee's own vehicle insurance doesn't cover their vehicle while undertaking *farming operations*, or they don't have vehicle insurance, we'll cover:

- your *employee's* vehicle as if it were an *insured vehicle* — we'll pay up to \$50,000 for any one vehicle
- your *employee's* personal belongings, motor *vehicle accessories* and spare parts that they normally carry on or use with their vehicle — we'll pay up to \$2,000 for any one *event*.

This benefit doesn't apply to any vehicle that's used to carry passengers for hire, fare, or reward.

We won't cover any costs that are covered by your *employee's* insurance.

Entanglement — we'll cover loss from entanglement

We'll cover you for *loss* to any *insured vehicle* that's an agricultural implement or *machine*, if the *loss* is caused by the vehicle ingesting a foreign body or object.

We'll only cover you if the *loss* occurs while the vehicle is being used for its intended purpose, within its design capabilities and manufacturer's specifications.

Funeral costs — we'll cover funeral costs

We'll cover funeral costs if a *loss* to the *insured vehicle* covered by this policy directly results in the death of you or a person you've allowed to drive the *insured vehicle*.

We'll only cover funeral costs above those payable under the Accident Compensation Act 2001 or any other insurance.

We'll pay up to \$5,000 under this benefit for all funerals caused by any one *event*.

Hoists — we'll cover hoists failing or breaking down

We'll cover you for hoists or hydraulic rams failing or having a mechanical breakdown, if both apply:

- the hoist or hydraulic ram is permanently attached to the *insured vehicle*
- the failure or breakdown isn't caused by wear and tear.

We'll pay up to \$10,000 under this benefit for any one *event*.

Invalidation — we'll cover you for loss, damage that we would normally exclude

If someone is using an *insured vehicle* in a way we would normally exclude, we'll cover you for *loss* if all of the following apply:

- You did not know how the vehicle was being used, or you didn't consent to it
- You have not waived any right of recovery against the driver or person responsible for the *loss*
- You co-operate fully to take recovery action against the driver or person responsible for the *loss*.

For any claim made under this benefit, we'll pay up to whichever is less:

- the reasonable costs to repair the *insured vehicle* or *vehicle accessories*
- the *market value* of the *insured vehicle*
- the sum insured
- \$100,000.

Keys and locks — we'll pay to replace keys and change their locks

If your *insured vehicle* key is stolen or duplicated without your agreement, we'll pay the reasonable costs of replacing the keys and replacing or changing the locks.

You do not need to pay an *excess* for claims under this benefit. We'll pay up to \$1,000 for each *event*.

Loss of use — we'll cover the cost of hiring a substitute vehicle

If we have accepted a claim under this policy and you are unable to use the specified *insured vehicle* to carry out essential *farming operations*, we'll cover you for the reasonable cost of hiring a substitute vehicle. The substitute vehicle must be of a similar kind, make and model to the *insured vehicle*.

We'll only pay this benefit if you don't have a free replacement or extra vehicle available and we've given you our agreement in writing to hire a substitute vehicle beforehand.

For the time that you are unable to use your *insured vehicle*, we'll pay up to \$500 per day for a maximum of 20 days, or any greater amount or number of days shown on your *schedule* for 'Hire vehicle following a claim'. An initial stand down period of 5 days will be applied to any claim made, and during this time this benefit will not provide any cover.

This benefit is not available for *insured vehicles* that are not individually listed on your *schedule*.

Misfuelling and fuel contamination

Provided you have taken reasonable care to avoid this *loss*, you are insured for *accidental loss* to the *insured vehicle* directly caused by it being *accidentally* operated with the incorrect fuel type (diesel in a petrol engine or petrol in a diesel engine only). This cover is limited to the sum insured of the *insured vehicle* per claim.

Cover is also extended for *accidental loss* to the *insured vehicle* directly caused by it being *accidentally* operated with contaminated fuel in the fuel tank/engine. This cover is limited to \$15,000 any one claim.

The 'Mechanical or electrical breakdown' exclusion (see page 18) does not apply to this benefit.

Modifying vehicle — we'll cover the cost of changing a vehicle to allow for a permanent disability

We'll cover you for the reasonable cost of making necessary changes to an *insured vehicle* to allow for the regular driver's permanent disability. Both of the following must apply.

- The driver was injured in an *accident* involving an *insured vehicle* covered by the policy
- The driver's injuries directly resulted in their permanent disability.

We'll only cover costs above what you can claim under the Accident Compensation Act 2001 or any other insurance.

We'll pay up to \$10,000 under this benefit for any one *event*.

New car option — we may replace your vehicle if it's new

If a specified *insured vehicle* becomes a *total loss* because of a *loss* we cover, we'll offer to replace the *insured vehicle* with a new vehicle. We'll also cover you for the cost of similar replacement accessories, tools, and spare parts.

The *insured vehicle* must have travelled less than 40,000km and become a *total loss* within 12 months of either:

- its first registration in *New Zealand*
- the date you bought the *insured vehicle*, if you bought it new.

We will, at your choice, replace your *insured vehicle* with a new vehicle of the same make, model, and specification, as long as it's available in *New Zealand*.

This benefit only applies to cars, station wagons, vans, and utility vehicles that are individually listed on your *schedule*.

Personal Injury — we'll make an additional payment for personal injuries after an accident

We'll provide cover under this benefit if you, your spouse, or any other family members suffer an *injury* by violent, *accidental*, external, and visible means in direct connection with your *insured vehicle*.

We'll only provide cover if the person we're covering was using a seatbelt or other restraint where required by law.

We'll pay:

- up to \$5,000 per person and \$15,000 in total for one *event* if any of the following happens within 3 calendar months of the *accident*:
 - \$5,000 if you, your spouse, or any other family member dies
 - \$2,500 for the total, permanent and irrecoverable loss of sight of one eye, or \$5,000 for both eyes
 - \$2,500 for the total, permanent and irrecoverable use of one hand or foot, or \$5,000 for more than one hand, foot or both.
- up to \$200 per person per *event* for medical expenses resulting from the *injury*.

We won't pay this benefit in any of the following situations:

- The death or *injury* was caused by suicide or attempted suicide
- The insureds named on your *schedule* are organisations or companies rather than individual people
- Your *insured vehicle* is a motorcycle, caravan, or trailer.

Injury means an external or internal *bodily injury* caused solely, directly, and independently of any other cause by either of the following:

- Violent, *accidental*, external, and visible means (including exposure to the elements or by inhaling water or gas)
- A medical misadventure or treatment *injury* (as defined by the Accident Compensation Act 2001).

Rental vehicles — we'll cover vehicles you hire

If you hire a vehicle to undertake *farming operations*, and don't accept the owner's offer of insurance, we'll cover the rental vehicle as if it were an *insured vehicle* for your liability to the owner for:

- *loss* to the hired vehicle — we'll pay up to \$50,000 for any one hired vehicle
- consequential *losses* the owner suffers because of *loss* to the hired vehicle while in your possession — we'll pay up to \$25,000 for any one *event*.

We won't cover you for your legal liability to pay any fine, penalty, sentence of reparation, or any punitive or exemplary *damages*.

Rewards — we'll cover rewards for returning a stolen vehicle

If your *insured vehicle* is stolen and we accept your claim, we'll cover you for the cost of any reward you pay for returning the *insured vehicle*. You must get our approval before you offer the reward.

We'll pay up to \$5,000 under this benefit for any one *event*.

Right of recovery waiver for group companies — you can waive our right of recovery against group companies

If you're a parent company that owns or controls a *subsidiary company* in a group of companies, you can waive any rights of recovery we may otherwise have against any other company in that group.

Road clearing / load recovery costs — we'll cover the cost of clearing roads and recovering loads

If we have accepted a claim for *loss* that this policy covers, we'll also cover you for reasonable costs you incur for any of the following that are necessary as a result of the *accident*.

- Cleaning up and clearing away any debris and spillage caused by any load that fell or was lost from the *insured vehicle*
- Recovering and reloading any load that fell or was lost from the *insured vehicle*
- Moving the *insured vehicle's* load to another vehicle and taking it to the nearest safe place.

We'll pay up to \$5,000 under this benefit for any one *event*. This benefit doesn't cover any fines, penalties or *repairs*.

Salvage costs — we'll cover you for the cost of salvaging insured vehicles

We'll cover you for reasonable costs of salvaging or recovering an *insured vehicle* as a result of *loss*. We'll also cover the reasonable costs making sure the *insured vehicle* is safe and delivering it to a place of repair or inspection.

After we've accepted your claim for the *loss*, we'll cover the reasonable cost of storing the *insured vehicle* until such time as the vehicle is repaired or declared a *total loss*.

There is no cover under this benefit where the *insured vehicle* cannot be driven due to mechanical breakdown or electronic failure.

Tarpaulins, sheets, ropes, twitches, or chains — we'll cover tarpaulins, sheets, ropes, twitches, or chains

We'll cover you for *loss* of any tarpaulins, sheets, ropes, twitches, or chains that are in or on the *insured vehicle*.

We'll pay up to \$2,000 under this benefit for any one *event*.

Tractor or implement tyres — you may not have to pay an excess

You won't have to pay an *excess* if you claim for *loss* to any tractor or implement tyres or tracks fitted to the *insured vehicle* if it is a tractor or agricultural implement and it is individually listed on your *schedule*. The tyres or tracks must have been fitted to the *insured vehicle* when the *loss* occurred and the *loss* must have happened while someone was using the vehicle, and that use must have caused the *loss*.

This benefit doesn't apply to:

- any farm truck or ute registered for road use
- vehicles that you mainly use on public roads
- *loss* that only affects the inner tube
- tyres or tracks of vehicles that are not specified on your *schedule*.

You will still have to pay the *excess* that applies if you claim for any other *loss* to your *insured vehicle*, or for legal liability.

Trailers — we'll pay up to \$1,000 for trailers

The benefit and its limits below do not apply if your *vehicle* (as shown on your *schedule*) is a trailer.

We'll automatically cover any trailer you own, hire, or *lease* for *accidental loss* or damage, up to \$1,000 for any one *event*. We'll charge an *excess* of \$100 for any claim for *accidental loss* or damage to the trailer.

Under this benefit, we won't automatically cover:

- caravans
- boat, horse, or camper trailers
- the contents of any trailer
- any trailer that is separately listed on your *schedule*
- any trailer that is insured under this or any other policy
- any trailer that can't legally be towed by your *vehicle*.

Vehicle accessories and parts — we'll cover accessories and spare parts that aren't in your vehicle

We'll cover *vehicle accessories* and spare parts if you're storing them where you live or undertake *farming operations*, and they are not fitted to the *insured vehicle*.

We'll pay up to \$2,000 under this benefit for any one *event*. The *excess* that applies to the *insured vehicle* will be deducted from the cost to repair or replace the *vehicle accessories*.

Windscreen — you may not have to pay an excess

You won't have to pay an *excess* if you claim for *loss* to your *insured vehicle's*

- windscreen
- window glass
- sunroof glass
- headlights, taillights, lamp covers

This benefit does not cover any other items, such as:

- mirrors
- any other glass or transparent plastics
- anything attached to the windscreen or windows.

You will still have to pay the *excess* that applies if you claim for any other *loss* to your *insured vehicle*, or for legal liability.

What your vehicle is covered for if you have Third Party, Fire and Theft cover

If your *schedule* shows you have Third Party, Fire and Theft cover, you're covered:

- anywhere *in New Zealand* during the *period of insurance*
- for *loss* to your *insured vehicle* caused by fire or theft.

The maximum we'll pay for your *insured vehicle* is the *market value*.

Your cover also includes the benefits listed below, if the circumstances they outline apply.

Your cover, including the benefits and optional benefits, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

Third Party, Fire and Theft cover — the benefits we include

Your cover also includes the benefits below, if the circumstances they outline apply.

Accidental loss or damage — we'll cover damage by an uninsured driver

We'll cover *loss* to your *insured vehicle* caused by an uninsured driver. We must be satisfied of all these three things:

- The driver or person in charge of your *insured vehicle* is free of blame
- The person at fault is identified
- The person at fault has no valid insurance.

The most we'll pay for your *insured vehicle* is the *market value*, up to:

- \$1,000 for a farm bike or motorcycle
- \$3,000 for all other types of vehicles.

What your vehicle is covered for if you have Third Party cover

If your *schedule* shows you have Third Party cover, we don't cover your *insured vehicle* unless the 'Accidental loss or damage benefit' below applies.

Your cover, including this benefit, is subject to the terms, limitations, exclusions, conditions, and cover limits that apply to this policy.

Accidental loss or damage — we'll cover damage by an uninsured driver

We'll cover *loss* to your *insured vehicle* caused by an uninsured driver. We must be satisfied of all these three things:

- The driver or person in charge of your *insured vehicle* is free of blame
- The person at fault is identified
- The person at fault has no valid insurance.

The most we'll pay for your *insured vehicle* is the *market value*, up to:

- \$1,000 for a farm bike or motorcycle
- \$3,000 for all other types of vehicles.

We also cover your legal liability

For all *insured vehicles*, we'll automatically cover you for your legal liability to pay *damages* or *reparation*. We'll only pay if the liability is for *loss* to someone else's property, or *accidental bodily injury*.

The liability must arise from an *event* that:

- happens during the *period of insurance*
- happens *in New Zealand*
- is caused by an *accident* involving your *insured vehicle*, a vehicle hired or borrowed by you to use for your *farming operations*, or while you are driving someone else's vehicle when undertaking *farming operations*.

What you must do to claim for liability for reparation

To claim for liability for *reparation*, you must do both of the following:

- Tell us immediately if you are charged with any offence which resulted in *loss* to someone else's property or *bodily injury* to another *person*.
- Obtain our written approval before you make any offer of *reparation*.

The extended liability circumstances we cover

As long as the above requirements for cover are met, we'll also cover your liability for *damages* and *reparation* in any of these three circumstances.

- Your liability arises from an *accident* caused by any trailer or caravan that is attached to your *insured vehicle*.
- You allow someone else to drive your *insured vehicle*. However, we won't cover them if they're excluded from cover or have other insurance. Where this person is covered under this section of the policy, the word 'you' in this policy also includes them.
- You're driving a vehicle that belongs to someone else, and which is not hired to you under a hire purchase or *lease* agreement. We won't pay for *loss* to the vehicle you're driving. This extension does not apply where the vehicle is a motorcycle, trailer, or caravan.

What we won't pay under legal liability

We won't pay under any of these legal liability benefits for *loss* to property (including motor vehicles) in your or the driver's custody or control. However, we'll cover *loss* to:

- a disabled vehicle being towed (but not if you are being paid to tow the vehicle)
- the property of passengers.

We won't pay if you, anyone else, or any organisation covered under this policy, is covered under any other policy or fails to meet the policy's terms and conditions.

We won't cover liability assumed by agreement (unless you would have been liable anyway).

We won't pay for any exemplary or punitive *damages*.

Limits on what we'll pay for legal liability

For any one *event*, we'll pay:

- for damage to someone else's property, up to \$10,000,000
- for *bodily injury*, up to \$1,000,000.

The most we'll pay for all legal liabilities for *damages* and *reparation* is a combined maximum of \$10,000,000 during any *period of insurance*.

If you have other insurance with us that may cover liability for the same *event*, we will still only pay up to the limits above.

Your legal liability — the benefits we include

Your cover also includes the benefits below, if the circumstances they outline apply.

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Accidents when using another vehicle — we'll cover liability for accidents when using another vehicle

We'll cover you against your legal liability to pay *damages* and *defence costs* from *accidents* while you were using another person's vehicle.

This benefit only applies if no other insurance covers you for the liability.

This benefit doesn't cover your liability for *loss* to the vehicle you were using.

Defence costs — we'll cover the cost of defending charges of careless driving causing death

We'll cover your *defence costs* to defend a charge of careless driving causing death. Both the following must apply.

- You have legal representation at any inquiry or coroner's inquest into the death.
- The death is caused by a *loss* that we would otherwise cover under this policy.

We'll pay up to \$10,000 under this benefit for any one *event*.

Liability when transporting by sea — we'll cover you for costs incurred for ditching cargo

If your *insured vehicle*:

- is being transported by boat between two New Zealand ports, and
- is involved in a marine situation involving general average or salvage,

we'll cover you for general average and salvage charges or contributions that you're legally liable to pay as a result.

We'll adjust what we pay according to:

- the contract between you and whoever is transporting the *insured vehicle*
- governing law and practice.

Towing disabled vehicles — we'll cover liability while towing disabled vehicles

We'll cover you for your liability while the *insured vehicle* tows a disabled vehicle, as long as you're not receiving a payment for towing the disabled vehicle.

Vicarious liability — we'll cover vicarious liability

We will cover you for your liability while any of your *employees* are using a vehicle you don't own and have not provided, if your *employee* is using the vehicle for your *farming operations*.

We'll also cover you for your liability while a hired driver is driving any vehicle you've hired and using the vehicle for your *farming operations*.

We won't cover any *loss* to that vehicle, or any property that vehicle is carrying.

This benefit only applies if no other part of this policy or other insurance covers the liability.

Weight damage — we'll cover liability for weight damage

We'll cover you for your liability for *loss* caused by the weight of the *insured vehicle*, including the load the *insured vehicle* is carrying.

Your *schedule* shows the most we'll pay for any one *event*, and how much you must pay for your *excess*.

Optional benefits — the additional cover you can choose

If you have chosen the following optional benefits, they will appear on your *schedule*. You need to have paid the additional *premium* for them to apply.

Farm contracting — we'll extend your cover to include use while contracting

We'll cover your *insured vehicle* used for occasional farm contracting. The *insured vehicle's* time in use for contracting activities must make up no more than 20% of the *insured vehicle's* total time in use.

Exclusions — things we don't cover

We won't cover you in these situations. These exclusions apply whether you have Comprehensive, Third Party Fire and Theft, or Third Party cover.

Alcohol or drugs

We won't cover any *loss*, damage, or liability if the person using or driving your *insured vehicle* at the time of the *accident*:

- had a breath or blood alcohol level higher than allowed under New Zealand law
- refused to take a breath test or give a blood sample when asked
- was under the influence of an intoxicating drug or drugs.

We'll assume the alcohol in the driver's blood or breath when the *accident* happened is no less than the amount shown in any blood sample or breath test taken following the *accident*.

This exclusion applies to anyone who is driving your *insured vehicle* with your permission

Breach of, invalid, or incorrect driver's licence

We won't cover any *loss*, damage, or liability where any driver of your *insured vehicle* at the time of the *accident*:

- is breaching the conditions of their driver's licence
- doesn't hold a valid driver's licence
- doesn't hold a driver's licence appropriate to the class of vehicle being driven.

This exclusion applies to anyone who is driving your *insured vehicle* with your permission.

Bringing a load

We won't cover you for your legal liability for anything involving bringing a load to the *insured vehicle* or taking a load away from the *insured vehicle*.

Certain uses of your vehicle

We won't cover your vehicle if it's being used:

- outside of the private, business, or *farming activities* described in this policy wording or description of use as shown in the *schedule*
- for any business use we have not agreed to
- anywhere for racing of any kind, or tests to prepare for racing, pace-making, trials, tests, performance demonstrations, driver training on racetracks, vehicle handling lessons on racetracks, or any similar events, whether organised or not
- on any racetrack, sealed or not, whether other vehicles are there or not.

Communicable disease

We won't cover any *loss*, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following.

1. Communicable disease
2. The actual, or perceived, fear or threat of communicable disease
3. Actions by any person, *entity* or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion does not otherwise apply to.

This exclusion:

- takes priority over any other term in this policy or any endorsement (including any that might contradict it)
- applies regardless of any other cause or *event* contributing at the same time or in any other order to 1–3 above.

When we say communicable disease, we mean any of these things.

- Any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any:
 - virus
 - bacterium
 - parasite
 - other organism
 - any variation of any of the above, whether living or not.
- Any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

Confiscation

We won't cover *loss*, damage, or liability in any way connected with confiscation, acquisition, designation, destruction or decision by government or local authorities.

Consequential loss

We won't cover any intangible or consequential *loss* of any kind, including:

- depreciation
- loss of use
- loss of enjoyment
- loss of value.

Criminal or reckless activity

We won't cover any *loss*, damage, cost, or liability in any way connected with:

- criminal activity involving anything this policy covers, unless you prove that you didn't have reason to suspect that criminal activity was happening
- any deliberate, intentional, knowing, wilful or reckless act, or failure to act, whether criminal or otherwise, committed by you, or anyone this policy covers.

Cyber acts and incidents

We won't cover any *loss*, *damage*, liability, cost, or expense in any way connected to a *cyber act* or *cyber incident*. This exclusion doesn't apply if a loss that this policy covers causes a *cyber incident*.

However, if there's resulting *loss* to your vehicle caused by a *cyber act* or *cyber incident*, we'll cover it (unless it's excluded under another part of this policy).

Data

We won't cover any loss, damage, liability, cost, or expense of any kind in any way connected to:

- *data* being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted, or misappropriated
- errors in creating, amending, entering, deleting, or using *data*
- total or partial inability or failure to receive, send, access, or use *data* for any time
- any loss of use of *data*, or *data* being reduced in functionality, repaired, replaced, restored, or reproduced
- the value of any *data*.

This exclusion applies whether any other causes or *events* contribute at the same time, or in any order, to any of the above.

Death of a driver

We won't cover you for your legal liability for the death or *injury* to the person who was in charge of the *insured vehicle* when the loss happened.

Defects

We won't cover *loss* in any way connected to any defect in design or inherent fault. However, if there's resulting *loss* to other parts of the *insured vehicle* caused by the excluded *loss*, we'll cover it unless it's excluded under another part of this policy.

Driving hours

We won't cover you for any *loss*, damage, or liability if the person driving the *insured vehicle* is breaking laws relating to driving hours.

This exclusion doesn't apply if someone has stolen or illegally converted the *insured vehicle*.

Entanglement

We won't cover you for *loss* to any *insured vehicle* that is an agricultural implement or *machine* caused by the vehicle ingesting a foreign body or object.

This exclusion doesn't apply to the 'Entanglement' benefit (see page 5).

Excesses

We won't cover any *excesses*.

Excluded drivers

We won't cover any *loss*, damage, or liability if the driver of the *insured vehicle* at the time of the *accident* is excluded from the policy cover.

Fire and Emergency Act 2017

We won't cover you where your liability arises directly or indirectly from any fire you intentionally lit that didn't comply with either:

- the Fire and Emergency Act 2017
- any other statutory or local body requirements governing the lighting of fires.

Illegally leaving the scene of an accident

We won't cover *loss* or liability if the person driving your *insured vehicle* fails to stop or leaves the scene of the *accident* when it is an offence to do so.

This exclusion applies to anyone who is driving your *insured vehicle* with your permission.

Imported parts

We won't cover:

- freight or associated costs you incur in getting parts or accessories from overseas
- any costs you incur because a repairer cannot match existing paint
- replacing any trim, moulding, or part that has not suffered *loss* or is not currently available *in New Zealand* from the vehicle manufacturer's franchise outlet.

The most we'll pay for any part or accessory not available *in New Zealand* is whichever is less:

- the last known list price *in New Zealand*
- the price of the closest equivalent that is available *in New Zealand*.

Irrigators

We won't cover any *loss* for *irrigators* and we won't cover your legal liability connected to the use of an *irrigator*.

Liability by agreement

We won't cover you for any *damages* or liability you have to pay under an agreement, unless you would have had to pay even without the agreement.

Loss that's covered by ACC

We won't cover any amount that anyone (including the victim of an offence) can claim under the Accident Compensation Act 2001.

This includes if:

- the victim hadn't made an ACC claim, or didn't make an ACC claim within the time required under the Act
- ACC declined the claim or limited their liability for any reason.

This exclusion doesn't limit cover under the '*Personal Injury*' benefit.

Mechanical or electrical breakdown

We won't cover breakdown, breakage, or failure of:

- any part or *accessory*
- the engine
- the transmission
- mechanical, electrical, or electronic systems.

If any of the above do break down, break, or fail, we also won't cover any loss that their failure may cause to the rest of these systems.

This exclusion won't apply if an external factor that originated outside of your *insured vehicle* caused the breakdown, breakage, or failure.

This exclusion doesn't apply to the 'Hoists' benefit (see page 6) or 'Misfuelling and fuel contamination' benefit (see page 6).

Not being used as a vehicle

We won't cover you for legal liability in any way connected to the *insured vehicle* or part of an *insured vehicle* being used for anything other than solely as a vehicle.

This means we won't cover you for legal liability in any way connected to anyone using an *insured vehicle* or part on an *insured vehicle* as:

- a tool of trade
- an item of mechanically propelled plant
- an item of *machinery*.

Nuclear activity

We won't cover *loss*, damage, or liability in any way connected with nuclear weapons, ionising radiation, or contamination by radioactivity from nuclear fuel, or the combustion of waste from nuclear fuel.

Overloaded vehicle

We won't cover you for *loss*, damage, or liability if the *insured vehicle* has a load that exceeds the manufacturer's recommendations.

We also won't cover you while anyone loads or uses the *insured vehicle* in a way that breaks the law.

This exclusion doesn't apply if someone has stolen or illegally converted the *insured vehicle*.

Pre-existing damage

We won't cover any pre-existing damage.

Property in care, custody, and control

We won't cover you for your legal liability involving property that you:

- own
- are caring for
- have custody over
- have control over.

Sanctions

We won't provide any cover, service, or benefit, or pay anything in connection with your policy, including any *premium* refund, if doing so may breach or risk exposure to any of the following.

1. Penalties, sanctions, prohibitions, proscriptions, preventions, or restrictions under United Nations resolutions.
2. Sanctions, proscriptions, preventions, laws or *regulations* of New Zealand, Australia, the United Kingdom, the United States of America, or the European Union.

Terrorism

We won't cover *loss*, damage, or liability in any way connected with any act of terrorism. This includes any act of terrorism in any way connected to pollution, contamination, or explosion that is:

- biological
- chemical
- radioactive
- nuclear.

An act of terrorism means any act, which:

- may include the use of force or violence, or the threat of its use; and
- is carried out or arranged by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

From its nature or context, the act:

- is done for, or in connection with, political, religious, ideological, ethnic or similar purposes; and
- may include the intention to influence any government or to put fear in the public or any section of the public.

Tyres

We won't cover damage to tyres caused by:

- applying brakes
- punctures
- cuts
- bursts or bursting.

This exclusion doesn't apply if the tyre damage occurs in the following situations:

- Your *insured vehicle* suffers other *loss* or damage in an *accident*.
- The *loss* or damage is deliberate and is caused by a person not insured by this policy.
- The *loss* or damage was caused by a person using your *insured vehicle* without your permission.

Unoccupied caravans

We won't cover *loss* to any caravan you've left unoccupied or unattended for more than 30 days, unless it's in a supervised caravan park or another location we have agreed to cover the caravan at.

Unsafe vehicles

We won't provide cover if your *insured vehicle* is in an unsafe or *damaged* condition, unless you can prove either of the following.

- The *insured vehicle's* condition didn't contribute to the *loss* or damage.
- You and the driver were unaware of the *insured vehicle's* unsafe or *damaged* condition and had taken all reasonable steps to maintain it in a safe condition.

War

We won't cover *loss*, damage, or liability in any way connected with:

- war
- invasion
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- civil commotion assuming proportions of or amounting to an uprising
- military uprising
- popular uprising
- mutiny
- rebellion
- revolution
- insurrection
- military or usurped power.

Wear and tear, gradual damage, corrosion

We won't cover *loss* or damage caused by wear and tear, gradual damage, or corrosion.

Weight

We won't cover you for your legal liability for any property if the liability was caused by:

- vibrations from the *insured vehicle*
- the weight of the *insured vehicle*, including the weight of any load the *insured vehicle* is carrying.

This exclusion doesn't apply to the 'Weight damage' benefit (see page 14).

Making a claim

If something happens and you think you may need to make a claim, first make sure everyone is safe.

Then, contact your insurance adviser or us as soon as possible.

Once we have all the information we need, we'll decide the best way to advance your claim.

If you've been in an accident

If you've been in an *accident* involving another vehicle, gather as much information as you can.

If you can, take pictures. Find out:

- the registration number of the other vehicle
- the details of any other driver involved — their:
 - name
 - address
 - phone number
 - insurance company details
- if you can, the name and phone number of any independent witnesses.

What you must do if something happens that might lead to a claim

If anything happens that might lead to a claim under this policy, you must do all the following.

1. Tell the Police if there's been theft, burglary, or vandalism.
2. Tell your insurance adviser or us about what's happened.
3. Take all reasonable steps to minimise the loss or damage.
4. Send us any communications you get about an *event* that might lead to a claim.
5. Obtain our permission before you start repairs.
6. Make your *insured vehicle* available for us to inspect.
7. Provide us with any information, help, proof, or evidence that we may need.
8. Help us take any recovery action we choose against anyone we consider responsible for the loss.

If you don't fulfil these responsibilities

If you don't fulfil the responsibilities outlined above, we may:

- reduce the amount we pay you
- refuse to pay, or decline, your claim
- require you to pay back to us anything we've paid for the claim.

What you must do to help us settle your claim

Obtain our permission before you incur expenses or negotiate claims

You must obtain our written permission before you incur any expense or negotiate, pay, settle, admit, reject, or make any agreement about any claim.

We will act in your name

In your name, we can:

- take any proceedings necessary to use your legal right of recovery from anyone else
- take over, defend, and settle any claim against you for *damages*.

If we act in your name, we'll do so at our expense. You must provide all reasonable help and cooperation, at your cost.

We will share and collect information about your claim

You allow us to share information to third parties about any claim you make under this policy. You also allow us to get information from third parties that's relevant to any claim you make under this policy.

Excess — you will have to pay an excess

The *excess* is the amount you must pay towards the cost of any claim.

The *excess* forms the first part of any loss you're claiming for.

We'll take the *excess* away from the amount of the loss, not from any policy limit.

If *loss* arises from multiple incidents, occasions or *events*, the *excess* (or each relevant *excess*) applies to each incident, occasions or *event* that causes *loss*.

One event, one excess

Usually, you'll pay an *excess* for every claim. However, if you need to claim under more than one policy with us for *loss* caused by a single *event* at the same location, you'll only pay one *excess*. This will be the largest applicable *excess* of all your policies.

Different types of excess can apply

More than one type of *excess* could apply — the specific circumstances of your claim will determine the total value of the *excess* you need to pay. If more than one type of *excess* applies, they will apply cumulatively — they'll be added together to reach the total *excess*. Any amount shown on your *schedule* or described in this policy as an *excess* could apply.

Types of additional excesses that could apply

The types of additional *excesses* that might apply are explained below. Additional *excesses* must be paid on top of any others that apply.

Imposed excess

Imposed *excess* — an additional *excess* that may apply to a particular *insured vehicle*.

International excess

International *excess* — an additional *excess* applying to any driver who, at the time of the *accident*, holds a driver's licence from any country other than New Zealand.

We don't apply this *excess* if the driver's licence is from any of the countries considered exempt by Waka Kotahi New Zealand Transport Agency.

Unnamed driver excess

Unnamed driver *excess* — an additional *excess* applying to any drivers who are not named on your *schedule*. This *excess* will only apply if you have chosen a voluntary named driver option, as shown on your *schedule*.

New driver excess

New driver *excess* — an additional *excess* applying to any drivers over 25 who held a New Zealand driver's licence for less than 12 months at the time of the *accident*.

Underage excess

Underage *excess* — an additional *excess* that applies to any driver aged under 25 at the time of the *accident*.

Special excess

Special *excess* — an additional *excess* that may apply to a particular person.

You pay the excess in one of two ways

When you make a claim, we'll handle the *excess* in one of two ways.

- We'll ask you to pay the *excess* — either to us, or to the repairer directly.
- We'll subtract the *excess* from the money we pay you when we pay your claim.

If you're not at fault, your excess can be refunded

We may refund your *excess* for a claim, if we are satisfied that both of the following conditions are met.

- The driver or person in charge of your vehicle is free of blame.
- The person at fault is identified.

How we settle your claim

If your *insured vehicle* suffers a *loss* which we accept under this policy, how we'll settle your claim depends on whether you're claiming for *loss*, or liability to third parties.

Specified vehicles — we can pay the market value or agreed value

Unless we say otherwise in this policy, for *loss* to an *insured vehicle* individually listed on your *schedule*, we'll pay up to whichever is less:

- the reasonable costs to repair the *insured vehicle* or *vehicle accessories*
- the *market value* of the *insured vehicle*
- the sum insured.

If your *schedule* says an agreed value applies to an *insured vehicle*, we'll pay up to the agreed value on your *schedule* for a *total loss*.

The agreed value is the value of the *insured vehicle* you and we have agreed at the time this insurance starts or renews. This agreed value includes GST.

Unspecified vehicles — we pay the market value up to set limits

Unless we say otherwise in this policy, for *loss* to a vehicle that is not listed on your *schedule*, we'll pay up to whichever is less:

- the reasonable costs to repair the *insured vehicle* or *vehicle accessories*
- the *market value* of the *insured vehicle*
- \$5,000 or any higher amount shown in the *schedule* for any one vehicle under 'Minor farm vehicles'.

The most we will pay for any one *event* is the amount shown in the *schedule*.

Repairs and parts availability — we'll pay towards repairs and parts

If your *insured vehicle* needs repairs, we'll pay up to whichever is less:

- the latest price *in New Zealand* for identical parts or accessories
- the cost of making a new part.

If the latest price isn't available, we'll pay up to whichever is least:

- the last known list price *in New Zealand*
- the price of the part's closest New Zealand equivalent
- the cost of making a new part.

You may need to contribute to the cost of repairs if the *insured vehicle's* condition or value after the repairs is substantially better than it was before the loss.

Tyres and Tracks

We'll pay the lesser of:

- the cost to repair or replace your damaged tyre or track
- the *current value* of your damaged tyre or track.

Claims preparation costs — we'll cover the cost of preparing claims

If you have Comprehensive cover, we'll cover you for the reasonable costs you incur to prepare and submit any claim that we accept under this Farm Vehicle Policy. Costs can include proving that damage is covered by this Farm Vehicle Policy, but cannot include disputing a claim if it is declined.

We'll pay up to \$10,000 for any one *event*.

This cover only applies if we're paying for *loss* that this policy covers.

Leased vehicles — we can pay the residual value of leased vehicles

If you're *leasing* the *insured vehicle*, we agree the vehicle is a *total loss*, and we choose not to replace it, we'll pay whichever is greater:

- the reasonable *market value* of the *insured vehicle*
- the residual value of the *insured vehicle*

We'll pay up to 120% of the *market value* of the *insured vehicle*.

The residual value is either:

- the agreed estimated value of the *insured vehicle*
- the final book value when the *lease* contract naturally expires, as set out under the terms of that contract.

We won't pay any of the following.

- Penalties for ending the *lease* contract early
- Penalties for travelling any extra distance in the *insured vehicle*
- Overdue fees
- Penalties because you didn't service or maintain the vehicle, or your servicing or maintenance was poor
- Balloon payments or residual value payments

You must pay the first amount of any claim as excess

You must pay the first amount of any claim as an *excess*, as shown in the *schedule*. Your *schedule* shows the *excess*.

If anyone under the age of 25 is using or driving the *insured vehicle*, you must also pay the underage *excess*.

Cover stops if we pay for a total loss

If we pay you for the *total loss* of your *insured vehicle*, the vehicle's cover stops from the day the *loss* happened. We won't refund any *premiums* for that vehicle, and the vehicle becomes our property.

We may wait before we consider claims for total loss following theft

If you make a claim for *total loss* after someone steals your *insured vehicle*, we may wait for 30 days after you report the *loss* to us before we consider your claim. Waiting allows time for the stolen vehicle to be recovered.

Your schedule shows how much we'll pay for liability to third parties

Your *schedule* shows the most we'll pay for any liability to third parties caused by one *loss*. That amount on your *schedule* includes expenses and *defence costs*.

We'll prioritise covering you if there isn't enough cover for both you and anyone else who can get this cover.

What your responsibilities are

This section outlines the responsibilities you, and anyone else insured under this policy, must meet.

Information given to us must be correct

Your proposal, application, or declaration form is the basis of this contract.

All statements and information you give us, or anyone gives us on your behalf, must be complete and correct. This includes statements and information:

- in any proposal, application, or declaration — whether we get the statements and information verbally, electronically, or in printed form
- that support this policy or any claim.

If you give incorrect or false information in relation to your claim, or if your claim is fraudulent in any way, we won't pay the claim and we may cancel your policy. If your claim is fraudulent, your policy automatically ends — we will cancel your policy from the date you made the claim or gave us the false information.

If you give us incorrect or incomplete information, or if information is withheld, and your claim is declined or we *avoid* your policy, this may affect your ability to obtain insurance in the future.

You have a duty of disclosure

You have a duty of disclosure, which means you must tell us everything we'd consider material to decide:

- whether to issue, renew, or change this policy
- the terms on which we'd issue, renew, or change this policy, including the *premium* we charge.

Your duty of disclosure applies each time you renew or change this policy. If you don't meet your duty of disclosure, we can refuse a claim, reduce any claim payment, or *avoid* the policy. This may affect your ability to obtain insurance in the future.

Tell us if anything changes

Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the *premium* we charge. Some examples of when you might need to do this are:

- you modify your *insured vehicle* from the manufacturer's standard specifications
- the address where you normally keep your *insured vehicle* overnight changes
- you sell your vehicle, or buy a new one
- you, or anyone driving your *insured vehicle*, is convicted of a criminal offence
- you or anyone else this cover applies to is charged with an offence for using any vehicle in a way that caused:
 - *loss* or damage to physical property
 - death or *bodily injury* to another person.

If you're not sure whether something is important, tell us anyway. If you don't keep us up to date, we can refuse a claim, or reduce any claim payment, or *avoid* the policy.

If we avoid your policy

If we *avoid* your policy, we treat it as though it never existed. You'll have to pay back any claim payments we have made to you, and we'll refund you any *premium* you have paid to us.

This might mean you find it difficult to get other insurance in the future.

Tell us about any vehicle modifications

You must tell us about any modifications that have been made to the manufacturer's standard specifications for your *insured vehicle*.

You must take all reasonable steps to prevent loss

You must, at your cost or expense, take all reasonable steps to prevent *loss* or damage. You must keep any *insured vehicle* that this policy covers safe and sound and well-maintained. We always have the right to examine your *insured vehicle*.

You must also try to avoid any *loss* or damage that you could be held legally liable for.

We won't cover *loss*, damage, or legal liability if you are reckless or grossly negligent.

Reckless or grossly negligent means you've failed to act in the way a reasonable person would, given the circumstances you faced when the *loss* happened.

If you're paid reparation, you may need to pay it to us

If anyone that this policy covers is paid reparation for *loss* or damage to property that we are paying (or have paid) a claim for, you must tell us. You must give us the reparation payments to repay the claim payments that we have made, up to the amount of the reparation received.

You can't pass on your rights or interests under this policy

Without our prior written agreement, you can't assign, or attempt to assign, either of the following to any other party:

- this policy or your interest in it
- your rights to any claims proceeds under this policy.

Policy conditions and other important information

Your premium

Your *premium* is the payment you make in exchange for your insurance cover. Your *premium* is detailed on your policy *schedule*.

Paying your premium

Your insurance policy is an annual contract. You can choose to pay annually in full, or in instalments.

Your *premium* will be higher if you pay by anything other than annual instalments, as we charge you instalment fees.

Making changes to your policy details may affect the *premium* you need to pay or have paid for the remainder of your *period of insurance*.

If you pay annually and don't pay the full amount, we may reduce the *period of insurance* to align with the amount you paid.

Your premium must be paid up to date before we'll pay a claim

If you need to make a claim and you have *premium* that is less than 28 days overdue, we may do one of these things:

- withhold the claim payment until you've paid the overdue *premium*
- deduct the overdue *premium* from the claim payment.

Your policy ends if your premium is more than 28 days overdue

If your *premium* is overdue by more than 28 days, your insurance cover under this policy ends. Cover stops from the date you have paid up to.

How your policy can be cancelled

You can cancel your policy

You have a cooling-off period if you change your mind

When you first purchase this policy, you can cancel it within 30 days if you change your mind. We'll refund all the *premium* you've paid if you haven't made a claim.

You can cancel after the cooling-off period

You can cancel your policy at any time after the 30-day cooling-off period. If you haven't made a claim, we'll refund any *premium* you have already paid for insurance cover after the cancellation date.

We can cancel your policy

We can write to you to cancel your policy

We can cancel this policy at any time by writing to either:

- you at the address or email address on our records
- your insurance adviser.

Your policy will be cancelled from 4.00pm on the 14th day after we send the letter. We will refund any *premium* you've already paid us for cover after the effective date of the cancellation.

We'll cancel your policy if you make a fraudulent or false claim

If you make a fraudulent or false claim, this policy automatically ends. We don't need to cancel it in writing, but we may confirm to you in writing that it was automatically cancelled at a particular time. We refund any *premium* you have already paid for cover after the cancellation date.

We don't cover you if you breach these terms

To be covered under your policy, you must comply with the terms and conditions outlined in this policy wording.

If we find that anyone insured by your policy has breached any of these terms or conditions, we can decline a claim, or reduce the payment.

However, nothing in this policy wording affects our rights or yours under common law, including our right to *avoid* your policy for not making full disclosure in accordance with your duty of disclosure.

This policy can cover multiple parties as joint insureds

This policy is a joint policy if your *schedule* shows joint names, or includes the name of a Trust, as being insured.

We view each insured person as acting with the explicit permission of any other. You each have the right to change this policy, make or settle a claim under this policy, or cancel this policy.

Any breach of the policy terms or conditions by one person will prevent all insured people from claiming under this policy.

How GST applies when we pay a claim

The *sum insured*, dollar figures for benefits, and limits to items in this policy exclude GST. Where we are able to recover GST under the Goods and Services Tax Act 1985, GST will be added, where applicable, to claim payments. All *excesses* include GST.

We may appoint an adjuster

If we want to appoint a loss adjuster, assessor, surveyor, valuer, or investigator for a claim under this policy, you will be required to cooperate with whomever we appoint.

We don't cover you if you have other insurance

We won't cover you for *loss* or liability where insurance cover is provided by another insurer for the same *loss* or liability. We won't contribute towards any claim under any other policy.

If your vehicle is financed

If your *insured vehicle* is secured under any kind of financial agreement, we may make any claim payment to the interested party. This will meet our responsibilities under this policy.

Where required, we'll share personal information about you with any party that holds a financial interest.

We don't cover parties with a financial interest under this policy, and those parties can't make claims.

New Zealand law applies to this policy

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

When this policy mentions an Act of New Zealand Parliament, this includes any substitution, amendment, or replacement of the Act. If the Act has been repealed and there is no substitution or replacement, we mean any part of an Act with substantially the same purpose and function. It includes the *regulations* under the Act.

Sanctions — we'll cover you when the law allows us to

We'll only provide cover, pay any claim or provide any benefit under this policy if we can do so legally.

We won't:

- if laws or *regulations* sanction, prohibit or restrict us
- if those laws or *regulations* are for a jurisdiction that applies to us, our parent company, or its ultimate controlling *entity*.

We'll put details of your claims on the Insurance Claims Register

In buying this policy, you allow us to put details of any claims you make on the Insurance Claims Register (ICR) so other insurers can see them. You also allow us to obtain personal information and details of claims you've made from the ICR.

The ICR is a database of insurance claims. It helps prevent insurance fraud by enabling insurance companies to share details of claims. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington 6140.

Definitions

This section defines some words and phrases that have specific meanings in this policy wording. When we use the words or phrases below, we use *italics*, and we mean the definition we give in this section.

Accident, accidental, and accidentally

A sudden and unforeseen *event* not intended or expected by you.

Avoid (a policy)

We'll treat your policy as though it never existed in accordance with the legal principles which govern the duty of disclosure and its remedies.

Bodily injury

Bodily injury (including death), *illness*, disability, disease, shock, fright, mental anguish, or mental *injury* to another person.

Computer system

Any of the following in any configuration:

- computers, hardware, and software
- communications systems
- electronic devices, including smart phones, laptops, tablets, and wearable devices
- electronically controlled equipment, including *data* processing equipment
- server, cloud, or microcontroller equipment
- any similar system, input, output, *data* storage device, networking equipment or back up facility.

Cyber act

One or more unauthorized, malicious, or criminal acts, involving accessing, processing, using, or operating any *computer system*. *Cyber act* also includes the threat or hoax of these acts.

Cyber incident

Either of the following.

- Any error, omission or series of related errors or omissions involving accessing, processing, using, or operating any *computer system*.
- Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using, or operating any *computer system*.

Damages

Money you have to pay because of a judgment against you, or a settlement we negotiate.

Damages can include the other party's costs, and interest.

Damages does not include:

- punitive or exemplary *damages*
- *reparation*
- fines
- taxes
- any other kinds of penalty or compensation, financial or not
- any other payment that is unlawful to insure against.

Data

Any kind of information, including facts, concepts, or code.

In this definition, we mean information that is converted, recorded, or transmitted in a form that a *computer system* can access, communicate, display, distribute, interpret, process, transmit, store or use.

Defence costs

All reasonable legal costs for expert help that you, or someone on your behalf, incur with our consent to defend, investigate, monitor, settle, or appeal any legal claim against you. We'll only withhold our consent if it's reasonable to do so. *Defence costs* don't include your *wages*, salaries, lost earnings or fees.

Employee

Someone who works for you on your *farming operations*. They may be:

- someone you've contracted to provide a service
- someone who has an apprenticeship with you
- someone you've hired or borrowed
- a sub-contractor who provides labour only
- a sharemilker or someone with a share farming arrangement.

Entity

The *insured* in your *schedule* and all the *insured's subsidiaries*.

Event

Something that happens and lasts for no longer than 72-hours, which causes a *loss* or series of *losses*.

Excess(es)

The first amount of any claim that you must pay. We'll deduct it from any payment to you.

You'll find the amount on your *schedule* or in the relevant section of this policy.

Farming operations

Your usual farming activities. They include:

- exhibitions and competitions at shows and dog trials
- distributing farming materials from aircraft, if an independent aerial operator is operating the aircraft on your behalf (but not if they are distributing 1080, 1081, or similar chemicals; or hormone herbicides including phenoxy and herbicides that regulate growth)
- owning or using of any farming or agricultural equipment used only for your *farming operations*
- selling or supplying farm goods and produce
- occasional farm contracting, where it comprises no more than 20% of your annual farming income, and farm contracting is shown on your *schedule*
- other business operations on your *schedule*
- hunting clubs, if they aren't your only source of income.

They exclude owning or using aircraft or watercraft.

Illness

Any *illness*, sickness, disease, or debilitating or degenerative condition that's not an *injury*.

In New Zealand

In New Zealand, or in transit within *New Zealand*.

Injury

An *injury* is any *bodily injury* caused solely and directly by one of the following:

- violent, *accidental*, external, and visible means (including exposure to weather or inhaling water or gas)
- a medical *accident* or treatment *injury* (as defined in the Accident Compensation Act 2001).

Injury includes occupational overuse syndrome.

Insured

Any of the following:

- the *insured* on your *schedule*
- the *entity* on your *schedule*
- any *subsidiary* of the *insured* or the *entity* that's in New Zealand
- the *insured* person on your *schedule*.

Insured person

Any natural person who is any of the following:

- a former, current, or future director, *officer*, or *employee* of the *entity*
- a former, current, or future director, *officer*, or *employee* of the *entity* because of any applicable legislation
- a former, current, or future trustee of a superannuation fund set up for the *employees* of the *entity*
- a former, current, or future partner or *employee* of the partnership insured on your *schedule*
- the person named on your *schedule*, or former, current, or future *employee* of that person, when acting in that capacity.

Insured person excludes any:

- liquidator
- external auditor
- receiver
- official assignee
- statutory manager
- administrator including voluntarily appointed administrators
- mortgagees in possession
- *employee* of any of the above.

Insured vehicle

Any vehicle that:

- is individually listed on your *schedule*
- is not individually listed on your *schedule* but is used for your *farming operations* and the *schedule* shows cover for 'Minor farm vehicles' (excluding cars or other vehicles used primarily for private purposes or primarily on public roads)
- you purchase or *lease* during the *period of insurance* and tell us about under the 'Additions and deletions' (see page 5).

The *insured vehicle* includes all *vehicle accessories*, spare parts, and equipment for securing loads while on the vehicle. Mobile telephones do not count as accessories unless they're permanently fitted to the *insured vehicle*.

Irrigator

Equipment that is above ground and in the open and used for the dispersal of water and or effluent onto farm land.

Lease

A vehicle you do not own but use for your *farming operations* and for which there is a signed agreement in place for you to have the vehicle in your temporary possession for at least 12 months in duration.

Loss

Accidental physical *loss* or physical damage. It doesn't mean prevention of use or loss of functionality or usefulness.

Machine

Any contraption for either:

- converting and directing motion or energy
- performing any electronic process.

Machine includes any protective device connected with that contraption.

Market value

The estimated reasonable cost to replace an *insured vehicle in New Zealand*. The replacement must be:

- of equivalent age, quality and capability
- of similar condition to the item, *insured vehicle* or *boat* immediately before the *loss*.

Officer

Anyone who, at the time of an offence or alleged offence, held the position or did the duties of the *insured's*:

- director
- *officer*
- trustee
- manager
- secretary
- full time, part-time or temporary *employee*.

People insured

The *people insured* are any of:

- the *insured*, and any *subsidiary company in New Zealand*
- the *insured's* partners, directors, executive *officers*, or *employees*, when acting in that capacity — we only cover them for the liability we would have covered the *insured* for if the *claim* had been made against the *insured*
- the *officers*, committees, and members of the following when acting in that capacity: the *insured's* own canteen, social sports and childcare facilities or welfare organisations, first aid, fire and ambulance services, and pension fund management and administrative committees
- any principal of any of the *people insured* — we only cover them for liability caused by how the *person insured* carries out work or services under any contract or agreement with the *business*, and we'll only cover them to the extent required by such contract or agreement.

Period of insurance

The time frame we provide your insurance cover for (usually 12 months), as shown on your *schedule*.

Personal injury

Any of these:

- *bodily injury*, death, disability, disease, *illness*, shock, fright, mental anguish, or mental injury
- the effects of false arrest, wrongful detention, false imprisonment, wrongful eviction, malicious prosecution, malicious humiliation, wrongful entry, wrongful prevention of access
- the effects of assault or battery that you didn't commit or order
- libel, slander, defamation, or invasion of privacy.
- the effects of assault or battery that an *insured person* didn't commit or order, unless the *insured person* uses force to prevent or remove danger to any person or property.

However, it's not *personal injury* if you assaulted someone, or ordered someone to be assaulted, in order to keep people or property safe.

Premium

The amount you need to pay us to ensure cover commences and remains in force. This is the initial *premium* or any subsequent *premium*, and includes any government levies and taxes.

Regulations

Any Act of Parliament or *regulations* made according to any Act of Parliament, or *regulation* or bylaw of any local authority.

Reparation

An amount a New Zealand court orders you to pay to the victim of an offence under section 32 of the Sentencing Amendment Act 2014.

Reparation does not include:

- reparation resulting from an offence under the Health and Safety at Work Act 2015
- *damages*, court costs, fines, any other kind of penalty (financial or not), taxes any payment that is unlawful to insure against
- your legal *defence costs* or expenses relating to an offence.

Schedule

The policy *schedule*, policy change, endorsement, expiry notice, or renewal notice that we most recently issued to you or your insurance adviser.

Subsidiary

A company is a *subsidiary* if any of these apply.

- Another company controls who's on its board of directors
- Another company can control more than half the number of votes that can be exercised at a company meeting
- Another company owns more than half the company's issued shares (excluding shares that are only entitled to a specified amount of profits or capital, and have no other right to participate)
- Another company is entitled to more than half of all share dividends (excluding shares that are only entitled to a specified amount of profits or capital, and have no other right to participate)

Total loss

We will treat your claim as a *total loss* if your *insured vehicle* is unable to be safely or economically repaired, or if it has been stolen and not recovered.

Vehicle accessories

Equipment to do with motor vehicles, such as:

- fitted entertainment, communication and navigation systems
- child restraints or seats
- tools and breakdown equipment that you've bought to repair your *insured vehicle* and that you permanently keep in your *insured vehicle*
- car seat covers
- first aid kit, torch, fire extinguisher, maps
- signwriting or artwork on the *insured vehicle*
- equipment that's permanently fitted to the *insured vehicle*.

Contact us

0508 806 244 | amp.co.nz

Thank you for choosing AMP to protect your home and assets.
Contact your AMP Adviser or Broker if you need any further assistance.