

Effective 15 December 2023



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**FARM & LIFESTYLE BLOCK  
INSURANCE**

**Farm Animal Policy**





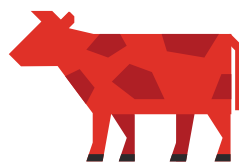
## You know farming. We know rural insurance. Let's work together.

We've partnered with New Zealand's rural communities for over 150 years. Along the way, we've learnt a thing or two about making our policies work smarter to cover your farm, business and personal assets.

## Index

Welcome to your Farm Animal Policy – insurance for your livestock, dogs, and horses	3
What this Farm Animal policy covers	4
Exclusions – things we don't cover	8
Making a claim	12
How we settle your claim	14
What your responsibilities are	15
Policy conditions and other important information	17
Definitions	20

# Welcome to your Farm Animal Policy – insurance for your livestock, dogs, and horses



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 *entity, insured, insured person, person, people or people insured* 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 20. When we use these words, we mean the definitions we give in the 'Definitions' section.

## What this Farm Animal Policy covers

This policy covers *farm livestock*, *farm dogs*, and *farm horses* listed on your *schedule* for *death by accident* resulting from your *farming operations* during the *period of insurance*. This policy does not provide any cover for *domestic pets*.

Individual animals may be covered for different types of death and loss. We've noted variations in cover under the item headings below.

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

### Specified animals – we'll cover animals you specify on your schedule

We'll cover your specified *farm livestock*, *farm dogs*, and *farm horses* anywhere in New Zealand for one of the following options – whichever is shown on your *schedule*.

- Death by Accident – *Death by accident* and loss due to *theft* or *escape*
- Full Mortality – *Death by accident*, *disease*, or *illness* and loss due to *theft* or *escape*.

### Unspecified animals – we'll cover animals not specified on your schedule

We'll cover your unspecified *farm livestock*, *farm dogs*, and *farm horses* for *death by accident* anywhere in New Zealand.

### Loss of livestock from fire, electrocution and livestock worry – we'll automatically cover limited causes of death of your livestock

If your *schedule* shows you have purchased Farm Assets cover, we'll automatically cover the *death by accident* of any *farm livestock* caused by fire, direct lightning strike or electrocution, even if your *schedule* shows no specified or unspecified animals. However, we won't cover any dogs, *domestic pets*, or unborn animals.

We'll pay the *market value* up to \$2,500 or any higher amount under 'Livestock Death' on your Farm Assets *schedule* for any one animal, and up to \$20,000 or any higher amount your *schedule* shows for any one *event*.

We'll also pay for the *death by accident* of *farm livestock* that results from *injury* inflicted by dogs. The dogs must not be owned by:

- you
- your family
- any of your *employees*.

We'll pay the *market value* up to \$2,500 or any higher amount under 'Livestock Worry' on your Farm Assets *schedule* for any one animal, and up to \$10,000 or any higher amount your *schedule* shows for any one *event*.

### Age limits – cover only applies if your animal is within certain ages

We'll only cover specified and unspecified animals within certain age limits.

#### Age limits for dogs – 4 months to 9 years

We won't cover any *farm dog* that, at the start of each *period of insurance* is either:

- less than 4 months old
- 9 or more years old.

#### Age limits for horses – 4 months to 20 years

We won't cover any *farm horse* that, at the start of each *period of insurance* is either:

- less than 4 months old
- 20 or more years old.

#### Age limits for livestock – 6 months to 10 years

We won't cover any other *farm livestock* that, at the start of each *period of insurance* is either:

- less than 6 months old
- 10 or more years old.

## Benefits we include in your cover

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

BENEFIT	PAGE
Castration	5
Disposal costs	5
Intentional slaughter	5
Replacement, or additional, dogs or horses	6
Vet fees for life-saving surgical expenses	6
OPTIONAL BENEFIT	PAGE
Dehorning and velveting	7
Loss of use	7
Maternity risk	7
Vet fees for accident, illness, or disease	7

### Castration – we'll cover death following castration

We'll pay for death that results from castration, as long as a certified veterinarian performed the operation. The animal must be specified on your *schedule*.

### Disposal costs

If we have accepted a claim under this policy, we'll also cover the reasonable costs required to dispose of any *farm livestock* or *farm horse*.

You must tell us about, and we must agree to, any costs before they are incurred.

The most we'll pay under this benefit is \$2,500 for any one *event*.

### Intentional slaughter – we'll cover intentional slaughter

We'll pay for your animal to be intentionally slaughtered under certain conditions. The animal must be specified on your *schedule*.

#### If slaughter ended incurable suffering

We'll pay for the slaughter of an animal if all the following apply:

- slaughter was done on humane grounds
- it is confirmed by a certified veterinarian that the slaughter was necessary to end incurable suffering
- we would have accepted a claim if the animal had died without intervention.

#### If you're legally required to slaughter animals

We'll pay for the slaughter of any animals legally ordered by a Public or Territorial Authority if the animal is destroyed in one of these circumstances:

- under any Act
- following instructions from a government or local inspector who is acting under the authority of an Act or Order.

We'll pay up to a maximum of the difference between these two figures:

- the amount payable to you under the Act or Order or under the law
- the amount that we'd otherwise pay under this section.

## Replacement, or additional, dogs or horses – we'll cover animals you acquire

We'll cover you for *death by accident* anywhere in New Zealand for any *farm dog*, or *farm horse* that you purchase during the *period of insurance*.

### You must tell us about the new animal

This cover only applies if you tell us within 30 days of purchasing the *farm dog*, or *farm horse*.

Once we find out about the new animal, we can charge an extra *premium*.

### We'll pay up to the amount on your schedule

The most we'll pay for any one animal is the lower of:

- the *market value*
- \$2,000 or any higher amount shown on your *schedule* for each unspecified *farm dog* or *farm horse*.

## Vet fees for life-saving surgical expenses – we'll cover vet fees to prevent or confirm cause of death

This benefit applies if the specified animal has emergency surgery to try to save its life, as the result of an *accidental injury*, *illness*, or *disease* covered by this policy.

We'll pay up to \$500 for *farm livestock* and \$1,000 for *farm dogs* and *farm horses* for any one *event*, even if death does not occur. If a higher amount for the animal type is shown on the *schedule* we'll pay up to that amount for any one *event*.

This benefit will apply if the surgery was performed by a certified veterinarian who:

- confirmed that the operation was necessary to try to save the animal's life and had a reasonable chance of success
- performed the surgery under general anaesthesia in a surgical clinic.

This benefit does not cover you for the cost of:

- an examination, medical treatment, or medication unless it was required for the surgery we covered, or was needed afterwards because of the surgery
- any elective or voluntary surgical procedure.



## Optional benefits – the additional cover you can choose

If you have chosen the following optional benefits, they will appear on your *schedule*.

### Dehorning and velveting – we'll cover dehorning and velveting

We'll pay for the death of a specified animal caused by dehorning or velveting, as long as:

- a certified veterinarian or other qualified person performed the dehorning or velveting
- it was done in accordance with the Animal Welfare Act 1999.

### Loss of use – we'll cover loss of usefulness of an animal

This optional benefit only applies to an animal that is specified on the *schedule* with this benefit noted next to it.

This cover is for a specified animal that, during the *period of insurance*, because of *accident*, *disease*, or *illness* has permanently become either:

- permanently impotent or permanently infertile
- incapable of reproduction.

We will pay the *market value*, minus any amount you receive from disposing of or selling the animal. The most we'll pay is the amount the *schedule* shows.

You can only claim under this benefit if:

- the animal has been infertile, impotent, or incapable of reproduction for more than 90 days
- a veterinarian has certified the animal's condition as permanent.

### Maternity risk – we'll cover maternity risk

This optional benefit only applies to an animal that is specified on the *schedule* with this benefit noted next to it.

We'll pay for the death of the specified animal arising from pregnancy or giving birth, unless it's during, or as a result of, transporting the animal.

### Vet fees for accident, illness, or disease – we'll cover vet fees for accident, illness, or disease

This optional benefit only applies to an animal that is specified on the *schedule* with this benefit noted next to it.

We'll cover you if the specified animal suffers *accidental injury*, or *illness* or *disease* which first arises during the *period of insurance*. We'll pay the reasonable *vet fees* to remedy the *injury*, *illness*, or *disease*.

We cover these costs within 12 months of you incurring the first costs for treatment.

We'll pay up to 50 percent of the *sum insured* for the specified animal, or the amount that the *schedule* shows, whichever is less in any one policy period.

For this benefit to apply, a certified veterinarian must prescribe treatment, and any treatment must be performed following their instructions.

We don't cover:

- problems with unborn animals
- problems with giving birth
- treatment of *illness* or *disease* which arose within the first 30 days of this policy starting
- *accident*, *illness*, or *disease* where a certified veterinarian was not consulted within 14 days of its discovery.

## Exclusions – things we don't cover

We won't cover you in these situations.

### Certain diseases

We won't cover death in any way connected to any of these *diseases*:

- anthrax
- bovine spongiform encephalopathy (BSE)
- brucellosis
- facial eczema
- foot and mouth disease
- footrot
- mycoplasma bovis (MB)
- swine fever
- tuberculosis.

### 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.

This exclusion does not limit cover available to specified *farm livestock*, *farm dogs*, and *farm horses* when insured for Full Mortality but will apply to all other animals covered by this policy.



## 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.

This exclusion does not limit cover under the benefit 'Intentional slaughter'.

## 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.

## 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 does not apply if a loss covered by this policy causes a *cyber incident*.

However, if there's resulting *loss* to other parts of your property caused by a *cyber act* or a *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.

## Deliberate or reckless acts

We won't cover any loss, damage, or liability in any way connected with you or anyone else this policy covers, acting or failing to act, in a way that is:

- deliberate
- intentional
- knowing
- wilful
- reckless.

This exclusion applies whether the act or failure to act was criminal or not.

## Disappearance or shortage

We won't cover any unexplained disappearances or shortages.

## Excesses

We won't cover any *excesses*.

## Improper use or treatment

We won't cover death or reduction in value that results from improper use, overloading, unskilful treatment, or neglect of animals.

## Inability to fulfil functions

We won't cover loss arising from an animal's inability, or reduced ability, to fulfil the functions or duties it was acquired for. This exclusion does not limit cover under the optional benefit 'Loss of use'.

## Intentional slaughter

We won't cover loss resulting from intentional slaughter, including destruction or slaughter of your *farm livestock*, *farm dogs* or *farm horses* by order of Government, a local authority, a court, or any public authority. This exclusion does not limit cover under the benefit 'Intentional slaughter'.

## 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.

## Pre-existing conditions

We won't cover any pre-existing *injury* or condition.

## Pregnancy or giving birth

We won't cover death from any cause directly or indirectly related to pregnancy or giving birth, unless you're covered by the optional benefit 'Maternity risk'.

## 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.

## Some events in the first 21 days of this policy

We won't cover any *injury*, *disease*, or *illness* that develops in the first 21 days of the policy.

## 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.

## Unauthorised surgery

We won't cover death due to surgery that we did not authorise in writing, except under the terms of the benefit 'Castration'.

## Uninsured causes

We won't cover any cause of death that is not included in the terms of this policy.

## 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.

## 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.

### 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.

- Tell the Police if there's been *theft*, burglary, or vandalism.
- Tell your insurance adviser or us about what's happened.
- Take all reasonable steps to minimise the loss.
- Send us any communications you get about an *event* that might lead to a claim.
- Let us inspect your *farm livestock*, working *farm dogs* or *farm horses*.
- Provide us any information or help we may need, including proof that you own the property you're claiming for.
- Help us take any recovery action we choose against anyone we consider responsible for the loss.
- At your cost, cooperate with our assessors, investigators, lawyers, and anyone else we appoint to help us. This includes attending meetings with them when we need you to.

#### 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 with 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.

#### You must complete documents agreeing settlement

Before we settle your claim, you must complete documents describing our settlement for your claim.

## 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 your claim, not from any policy limit.

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

## How we settle your claim

If your farm animal suffers a loss which we accept under this policy, how much we pay to settle your claim depends on whether the animal is specified on your *schedule* or not.

### What we'll pay for animals that are specified on the schedule

We'll pay the *market value* of the animal, up to its maximum *sum insured*. If you bought the animal at a public auction in the last 12 months, we'll consider the *market value* to be the most recent auction sale price.

### What we'll pay for dogs or horses that are not specified on the schedule

If your *schedule* shows cover for unspecified dogs or horses, we'll pay the *market value* of the animal up to a maximum of \$2,000 or any higher amount that the *schedule* shows for any one animal. We'll pay up to the *sum insured* for the *period of insurance*.

### What we'll pay for livestock that are not specified on the schedule

If your *schedule* shows cover for unspecified livestock, we'll pay the *market value* of the animal up to a maximum of the amount that you selected, and the *schedule* shows, for any one animal. We'll pay up to the *sum insured* for the *period of insurance*.

### What we'll pay for vet fees

For any of the circumstance above, we'll also pay the reasonable *vet fees* you incur associated with a claim that we accept. We'll pay up to the amount on your *schedule* for any one *event*. This section does not apply if the *vet fees* you have incurred are covered by the 'Vet fees for life-saving surgical expenses' automatic benefit or the 'Vet fees for accident, illness, or disease' optional benefit (or would have been covered by that benefit had it been purchased).



## 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. If your claim is fraudulent, your policy automatically ends – we'll 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:

- your *farm livestock, farm horses, or farm dogs* receive an *injury* or develop a physical disability or *illness*
- you or your *employee* are convicted of a criminal offence
- you or your *employee* receive an abatement notice or are charged or prosecuted under the Resource Management Act 1991 or Animal Welfare Act 1999

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 will 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.

### You must take all reasonable steps to prevent loss

You must, at your cost or expense, take all reasonable steps to prevent loss and keep the property covered by this policy in good condition. We always have the right to examine property this policy covers.

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

We won't cover loss or legal liability in the event that 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.

## You're responsible for setting your sum insured

You're responsible for setting your *sum insured*. You must ensure at all times it is enough to cover loss or the death of your farm animals.

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

If anyone covered by this policy is paid reparation for loss 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

## Health

All your animals must be healthy and free from *injury* and physical disability when this policy starts or is renewed. We won't cover sick, injured, or physically disabled animals until they're well.

## Occurrence of disease or illness

We'll only cover loss arising from *diseases* or *illnesses* that become apparent during the *period of insurance*. If the *disease* or *illness* results in death, we'll provide cover during that *period of insurance* or within 30 days after it.

## Proof of death and disposal of remains

If an animal dies:

- you must give us a veterinarian's certificate confirming the animal's cause of death and any proof of identity we need
- you must not dispose of the dead animal until you've given us the chance to examine it if we want to.

## 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'll 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 *people insured* from claiming under this policy.

## You must do what you can to care for insured property

You must, at your cost or expense, take all reasonable steps to prevent loss and keep property we're covering in good condition. We'll always have the right to examine your property that we're covering.

You must also try to avoid any loss that someone could hold you legally liable for.

We won't cover you if you're 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.

## 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 property is secured by an interested party

If your farm animals are secured by a 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 in your property.

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.

## 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.

### **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 of involving accessing, processing, using, or operating any *computer system*.

### **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.

### **Death by accident**

Death that is caused solely and directly by violent, *accidental*, external and visible means.

### **Disease**

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

### **Domestic pets**

A tamed or domesticated animal which is normally kept inside your *home* with its main purpose being to provide companionship or personal assistance. *Domestic pets* includes, dogs, cats, parrots, and similar-sized animals. It does not include farm animals, livestock or dogs used for hunting and farming activities.



**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* on your *schedule* and all the *insured's subsidiaries*.

**Escape**

The loss of an animal as the direct result of:

- forced entry into, or exit from, a securely locked motor vehicle, farm building, yards, or paddock by thieves or any person except you or your *employees*
- damage to yards, gates, and fencing due to the malicious act of any person except you or your *employees*
- damage to yards, gates, and fencing caused by weather, *natural disaster*, or any form of impact.

**Event**

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

**Excess**

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.

**Farm dog**

Any dog used for your *farming operations*.

**Farm horse**

Any horse used for your *farming operations*.

**Farm livestock**

Any of the following animals:

- Cattle
- Sheep
- Deer
- Goats
- Pigs
- Alpacas
- Llamas

### **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, but only to the extent allowed by benefits in various sections of this policy
- 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 is not an *injury*.

### **Injury**

An external or internal bodily *injury* that is caused solely and directly by violent, *accidental*, external and visible means.

### **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 location**

The location 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.

### **Market value**

The price, immediately before the loss, that a buyer would willingly pay to buy an animal from a seller, where both parties know the relevant facts and are under no pressure to buy or sell.

### **Natural disaster**

An earthquake, *natural landslip*, volcanic eruption, tsunami, or hydrothermal activity – or fire resulting from any of these. It does not include a gradual or slow-moving *natural landslip*.

### **Natural landslip**

The movement of materials that formed an integral part of the ground before they moved. Examples of such materials include natural rock, soil, or artificial fill. Movement can include falling, sliding, or flowing.

Movement isn't a landslip if it's caused by any of the following.

- Below-ground *subsidence*
- Soil expanding or shrinking
- Soil compacting or eroding

### **Occurrence**

An *event* that you don't expect or intend. It includes continuous or repeated exposure to substantially the same general conditions.

### **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 timeframe we provide your insurance cover for (usually 12 months), as shown on your *schedule*.

**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.

**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).

**Sum insured**

The amount your *schedule* shows your farm animals are *insured* for.

**Theft**

The act or crime of stealing, reported to the New Zealand Police. We only provide cover for *theft* if it involves either:

- forced entry into, or exit from, a securely locked motor vehicle, farm building, yards, or paddock by thieves or any person except you or your *employees*
- violence or threat of violence to people.

**Vet fees**

The reasonable costs for the treatment of your animals by a qualified veterinarian or a qualified animal specialist on the recommendation of a qualified veterinarian.

