

# Rural Policy

## Tailored Protection



This is your policy wording. Keep it in a safe place.

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# Welcome

Thanks for choosing Tower Insurance. You've made a smart choice by insuring your farm with us. We've been helping New Zealanders protect the things they value for over 140 years and look forward to doing the same for you.

The Tower Insurance Rural Policy — Tailored Protection policy consists of this wording, proposal and declaration and **certificate of insurance** completed on the basis of information which **you** have provided to **us**.

Please read this wording and the **certificate of insurance**. If there is an error of any sort, if **your** needs are not met or if **you** are in doubt then please call **us** on 0800 161 262.

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

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

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

In this policy some words are in bold, e.g. **you**. This may indicate that the words have a special meaning. To find out the meaning, please refer to the section — Meanings of words on page 63.

## Our guarantee

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

Underwritten by Tower Insurance Limited.

## What you must tell us

**We** would like to point out some of the important obligations **you** have.

The correctness of all statements made in relation to this policy or any claim under this policy is essential before **we** have any liability under this policy or pay **your** claim. It is important **we** receive all relevant information. This means that **we** need **you** to tell **us** everything **you** know, or could reasonably be expected to know, that may influence **our** decision to insure **you** or the terms on which **we** insure **you**.

If any circumstances change or may change during the time **we** provide **your** insurance it is important **you** tell **us**. This applies at inception and renewal of **your** policy and also during the term of **your** policy.

Examples of a change in circumstances or any other information may include:

- if the type of work undertaken by **your business** changes
- if the use or occupation of **your house** or land at the **situation** changes
- if any structural alteration or additions are made to **your house** or **your** buildings
- if **you** or any person who may occupy **your house**, is charged with, or convicted of, or commits any criminal offence

- any **modifications** or changes to **your vehicle** that are different from the manufacturer's standard specifications
- if anyone becomes a new regular driver of **your vehicle**
- if **you** or any person who has an interest in **your business** or anyone who may use **your** property or drive **your vehicle** is charged with, convicted of, or commits any criminal offence or traffic offence, other than parking infringements.

These examples are a guide only. If **you** are in any doubt **you** should disclose information, whether or not **we** have asked questions that relate to it.

**We** may change the terms on which **we** insure **you**, or the premium, to reflect the change in circumstances that **you** have disclosed to **us**.

If **you** do not comply with **your** obligations under this section 'What you must tell us', **we** have the option to decline any claim (and recover any claims payment already made).

**We** may also cancel or avoid this policy. If **we** cancel **we** will give **you** 14 days' notice sent or emailed to **your** last known address on **our** records. If **we** do this, **we** will refund **your** unused premium.

If **we** avoid **your** policy, it will be treated as if it had never been taken out, and **you** may be required to refund any claims payments **we** have previously paid to **you** under **your** policy (if any). If **we** do this **we** will send notice or an email to **your** last known address on **our** records and **we** will refund **your** entire premium paid.

# Some of your other important obligations

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

- allow **us** to complete all necessary documents and authorities in respect of any claims under this policy as **your** authorised agent
- allow **us** to inspect the loss or damage and deal with any salvage in a reasonable manner. No property may be abandoned to **us**
- allow **us** to take over for **our** own benefit and settle any legal right of recovery **you** may have and **you** must cooperate fully in any recovery action
- comply with all **our** requests relating to **your** claim including providing all cooperation, information and assistance including any medical and/or veterinary certificates requested by **us**
- ensure that **your vehicles** and/or buildings and/or **house(s)** are securely locked when unattended
- ensure that **your boat** is protected against theft by a recognised security device when left unattended
- establish that **you** have complied with all of **your** obligations under this policy and that none of the exclusions apply
- inform the Police if it appears that there has been arson, theft, burglary or malicious damage and cooperate with the Police in any prosecution
- not cause or facilitate loss or damage to any property covered by this policy or incur liability by any unreasonable, reckless or wilful act or omission
- not discuss a claim made on **you** by another person with them. Instead, refer them to **us**

- not make a claim that is false or fraudulent in any way or make any false or incorrect statement in connection with any claim
- not start rebuilding or repairs to **your** property without **our** prior approval
- provide **us** immediately with full particulars of any claims made against **you** by another person, all legal documents served on **you** and allow **us** to instruct a solicitor of **our** choice to conduct **your** defence. **You** must follow the recommendations of that solicitor as to the conduct or continuation of **your** defence. That solicitor shall be entitled to confer with **us** when necessary as to the details of the case and the conduct or continuation of **your** defence
- take all steps that **we** consider reasonable to prevent further loss or damage and see that any rebuilding or repairing is carried out promptly
- tell **us** if any lost or stolen property which was part of any claim is found or recovered and hand it over to **us** or at **our** option refund any money paid by **us** if **we** request it
- tell **us** if any person is ordered to make reparation to **you** for any loss or cost which was part of a claim and reimburse **us** for that payment as soon as **you** receive any reparation.

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

All premiums must be paid in full by the due date for payment of such premiums. If any premium payable by **you** remains unpaid 28 days following the due date for payment of that premium, **we** may cancel this policy (effective from the first day of the period to which the unpaid premium relates).

## Section 1 — Farm assets

### What your farm assets are covered for

Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance**, unless excluded by this policy.

### What special benefits you are covered for

#### Additions and improvements

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

#### Bulk fertilisers and wrapped feed in the open

We will pay up to \$10,000 for claims for sudden and accidental physical loss or sudden and accidental physical damage occurring during the **period of insurance** to bulk fertilisers and/or wrapped feed stored in the open at the **situation** caused by:

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

### Farm dogs

We will pay the **market value** up to \$1,000 per dog, or the sum insured shown in the **certificate of insurance** per dog, for the death of **your** farm dogs during the **period of insurance** caused solely and directly by violent, accidental, external and visible means.

In addition, this benefit is also extended to cover any of **your** employees' farm dogs, which are shown in the **certificate of insurance**.

**Your** or **your** employees' farm dogs are not covered:

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

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

An **excess** of \$250 will apply.

### Money

We will pay up to \$3,000 for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to money, negotiable securities or documents caused by fire, natural disaster or burglary whilst contained in **your house, office or shop** at the **situation**.

An **excess** of \$250 will apply.

## Natural disaster damage

This section is extended to include cover for **natural disaster damage** occurring during the **period of insurance** to **your farm assets**.

## No claims bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

Should **you** make a claim, the no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus at the next renewal if no further claims are made.

## One event — one excess

If **your farm assets** suffer loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Other farm assets

**We** will pay the replacement or repair costs for **your other farm assets** up to six years old other than motors.

## Stock worrying

**We** will pay the **market value** up to \$2,500 for any one animal or \$10,000 in total, or any increased sum insured shown in the **certificate of insurance**, for the death or slaughter on humane grounds of **your** stock during the **period of insurance** as a result of injuries caused by dogs not owned by **you**, **your** employees or **your** sharefarmer/milkler.

# Optional special benefits

## Artificial windbreaks

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

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

## Bulk milk

If **you** have selected this benefit, **we** will pay the **market value** up to the sum insured shown in the **certificate of insurance** if **your** milk is spoilt due to the sudden and accidental mechanical breakdown of **your** refrigeration equipment during the **period of insurance**.

In addition, if **your** milk is rejected for collection or is downgraded as a result of the sudden and accidental contamination of **your** milk by an external foreign substance or if **your** dairy company cannot collect **your** milk following accidental physical loss or accidental physical damage to property used by **your** dairy company at their situation, **we** will pay either the value of the milk contaminated or not collected or the sum insured shown in the **certificate of insurance** whichever is less. **We** will only pay for the first event or loss during the **period of insurance**.

In all cases a report from the dairy company or a milk-testing laboratory must be supplied. If **your** claim is accepted **we** will also reimburse **you** for the reasonable costs of obtaining this report. **You** must contact the dairy company if **you** suspect that **your** milk has been contaminated.



Failure to do so may result in **your** claim being declined and the dairy company imposing demerit points.

## Dairy company vats and units

If **you** have selected this benefit, **we** will pay the **replacement value** up to the sum insured shown in the **certificate of insurance** for the sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to dairy company owned vats or refrigeration units at the **situation** that **you** are responsible for.

## Electric power and telephone poles

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

## Fencing

If **you** have selected this benefit, **we** will pay for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** caused by fire or flood to **your** fences (including boundary fences and sheep and cattle yards not forming part of a building but excluding hedges and shelter belts). For loss or damage caused by fire **we** will pay the **present day value** up to the sum insured shown in the **certificate of insurance**. For loss or damage caused by flood **we** will pay the **present day value** up to \$5,000 only.

## Frost damage

If **you** have selected this benefit and **you** have an alarmed heating system, insured under section 10 of this policy and approved

by **us**, the 'Optional special benefit — Live plants' is extended to cover sudden and accidental physical loss or sudden and accidental physical damage caused by frost during the **period of insurance**.

## Hay

If **you** have selected this benefit, **we** will pay the **market value** up to the sum insured shown in the **certificate of insurance** for sudden and accidental physical loss or sudden and accidental physical damage occurring during the **period of insurance** to **your** baled hay, straw, baleage or lucerne caused by:

- fire
- lightning
- spontaneous combustion
- flood.

For loss or damage for which a claim is accepted by flood to hay, straw, baleage or lucerne in the open **we** will pay the **market value** up to \$5,000 only.

## Live plants

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

- aircraft, other aerial or spatial devices or articles dropped from them
- electric short circuit or burning out of permanent wiring, points, switches or switchboards at the **situation** (but not loss or damage caused by fuses, protective devices, lighting or heating elements)
- fire, lightning or explosion



- flooding where water overflows its normal river, lake, sea or natural boundaries causing a flood, but excluding flooding that occurs as a result of seepage, artesian water or from drains or irrigation races
- impact by any vehicle, farm animal, power pole, tree, mast or aerial
- riot or labour disturbances, burglary or theft, malicious acts of persons other than **you** or any of **your** employees
- water which leaks, overflows or is discharged from any fixed heating installation
- windstorm, hail or snow.

## Livestock

If **you** have selected this benefit, **we** will pay the **market value** up to \$2,500 for any one animal, for the death or slaughter on humane grounds of **your** stock as a result of injuries directly caused by fire, electrocution, lightning or smothering caused by panic as a result of fire or lightning at the **situation** occurring during the **period of insurance**. **We** will not pay more than the sum insured shown in the **certificate of insurance** for claims arising from any one event.

## Standing timber

If **you** have selected this benefit, **we** will pay the **market value** up to the sum insured shown in the **certificate of insurance** for sudden and accidental physical loss or sudden and accidental physical damage to **your standing timber** caused by fire occurring during the **period of insurance**.

An additional **excess** of 5% of the amount of any claims will apply.

## Submersible pumps

If **you** have selected this benefit, **we** will pay the **replacement value** or repair costs for loss or damage for which a claim is accepted to submersible pumps if the submersible

pump is under six years of age. **We** will pay the **present day value** if the submersible pump is over six years of age. **We** will pay up to the sum insured shown in the **certificate of insurance**. In addition, **we** will pay up to \$5,000 for the lifting and lowering of **your** submersible pumps.

## Unspecified farm buildings

If **you** have selected this benefit, **we** will pay for the sudden and accidental physical loss or sudden and accidental physical damage to your unspecified **farm buildings** that occurs during the **period of insurance**. **We** will pay the **present day value** up to a maximum of \$5,000 per unspecified **farm building** and up to the number of unspecified **farm buildings** as shown in the **certificate of insurance**. **We** will not pay more than the sum insured shown in the **certificate of insurance** for claims for unspecified **farm buildings** from any one event.

## Section 2 — House

### What your house is covered for

Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance**, unless excluded by this policy.

### What special benefits you are covered for

The amounts payable under these special benefits are paid in addition to the **sum insured**, unless the special benefit states otherwise.

#### Demand surge protection

We may, at our sole discretion, increase the **sum insured** on the following basis, if:

- **your house** has suffered sudden and accidental physical loss or sudden and accidental physical damage that is covered by this policy, and
- that loss or damage was caused by a natural disaster, flood or storm that occurred at, or in the vicinity of, **your house** causing widespread loss or damage, and
- as a direct result of that widespread loss or damage, building costs have increased by a verified statistical percentage due to a surge in the demand for labour and materials, and
- the actual cost to repair or rebuild **your house** is higher than the **sum insured** noted on the **certificate of insurance** due solely to that increase in building costs as a consequence of the widespread loss or damage.

If we determine this benefit applies, the most we will pay is the lower of:

- the actual cost to repair or rebuild **your house**, and
- the **sum insured** noted on the **certificate of insurance**, plus that verified statistical percentage increase in building costs, up to a maximum of 10% of the **sum insured**.

This benefit will not apply if we offered to pay for the actual **replacement cost** as those costs are incurred, but you have chosen to receive a cash payment instead of repairing or replacing **your house**.

#### Employees' and family members' contents supplied by you

If **your house** is occupied by your employees or family members, this section is extended to cover contents supplied by you. We will pay the **current value** up to \$10,000.

#### Full replacement for fire

If the loss or damage to **your house** for which a claim is accepted is caused by fire (but not fire following **natural disaster damage**), the cover under the policy has no **sum insured** limit.

Where this applies, the following do not apply:

- all references to the cover being limited to a maximum of the **sum insured**
- the 'Demand surge protection' benefit.

This special benefit does not apply to Sum insured Present day value policies.

#### Gradual damage

If **your house** suffers accidental physical damage through gradual deterioration, mildew, mould or rot as a result of the leaking of:

- a permanent and hidden internal water supply pipe
- a permanent and hidden internal waste disposal pipe, or

- an internal water supply tank installed at the **situation**, **we** will pay up to \$5,000 to repair the resulting damage (but not the cost of locating and repairing the leak) provided that the leak first occurred during the time that **we** insure **your house**.

## Keys and locks

If **your house** keys or remote door opener(s) are stolen or believed on reasonable grounds to have been illegally duplicated or it is reasonable to believe that the combination number of an electronic keypad for external doors may have become known to someone else without **your** permission, **we** will pay up to \$1,000 free of any **excess** or **excess refund** to replace the keys, remote door opener(s) and locks or change the combination number of the electronic keypad.

**We** will also pay for the reasonable additional cost of opening any safe following theft or loss of its keys or combination.

If **you** have this benefit with **us** under any other policy or section of this policy then the maximum amount **we** will pay under all policies is \$1,000.

## Landscaping

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

## Natural disaster damage

This section covers **natural disaster damage** occurring during the **period of insurance** to **your house** and **your retaining walls** subject to the following:

In relation to those parts of **your house** that come within the cover available under **EQCover**:

- there is cover under this special benefit for the costs incurred to rebuild or repair **natural disaster damage** above the level of cover provided under **EQCover** (although **you** are still liable for the excess under **EQCover**)
- there is no cover for any amount the Earthquake Commission can legally refuse to pay for any reason in relation to **your** cover under **EQCover**
- where the cost of repairing or rebuilding the **natural disaster damage** to **your house** exceeds **your** cover under **EQCover** (or would do but for the Earthquake Commission's refusal to pay), the most **we** will pay is the difference between **your** cover under **EQCover** and the **sum insured** less any applicable excesses.

In relation to those parts of **your house** that do not come within the cover available under **EQCover**, there is cover under this 'special benefit'. However, the most **we** will pay for **natural disaster damage** to **your retaining walls** is \$25,000.

A \$5,000 **excess** will apply in place of the **excess** or **excess refund** that would otherwise apply for claims for **natural disaster damage** to any driveway (other than an unsealed one), path (other than an unsealed one), fence, swimming or spa pool.

The amount payable under this special benefit is included within the **sum insured**.

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

## No claims bonus

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

Should **you** make a claim, the no claims bonus or extra no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus at the next renewal if no further claims are made.

## One event — one excess

If **your house** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Property security after loss

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

## Retaining walls

This section covers sudden and accidental physical damage during the **period of insurance** to **your retaining walls**. **We** will pay up to \$25,000 for their repair or replacement.

The amount payable under this special benefit is included within the **sum insured**.

## Swimming and spa pool pumps and motors

This section covers sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your** swimming or spa pool pumps and motors for their **current value**, other than loss or damage caused by fire or impact when cover is for replacement.

## Temporary accommodation expenses

If **your house** suffers loss or damage during the **period of insurance** for which a claim is accepted under this section or which is covered under **EQCover** and it is uninhabitable as a result, **we** will pay **your** reasonable temporary accommodation expenses up to \$25,000. This includes kennel or cattery fees for **your** domestic pets.

No temporary accommodation expenses will be paid after repairs have been completed or **your** claim has been paid.

If **you** have this benefit with **us** under any other policy then the maximum amount **we** will pay under all policies is \$25,000.

## Optional special benefits

The amounts payable under these Optional special benefits are paid in addition to the **sum insured**, unless the Optional special benefit states otherwise.

### Excess refund

If **you** have selected this benefit, **we** will apply the **excess refund** in the event of a claim.

### House under construction or alteration

If **you** have selected this benefit this policy is extended to cover **your house** for sudden and accidental physical loss or sudden and accidental physical damage while under construction or structural alteration occurring during the period shown for this Optional special benefit in the **certificate of insurance**.

The most **we** will pay under this Optional special benefit is the sum insured shown in the **certificate of insurance** for this Optional special benefit.

## Loss of rent and landlord's contents and chattels

If **you** have selected this benefit and **your house** is let, lent, leased, rented or tenanted, **we** will pay **you**:

- up to \$20,000 or six months' rent, whichever is the lesser, which is lost due to **your house** being **uninhabitable** as a result of suffering loss or damage for which a claim is accepted under this section or which is covered under **EQCover**. No loss of rent will be paid after repairs have been completed or **your** claim has been paid. This benefit does not apply if the **house** is **uninhabitable** because of **chemical contamination**
- the **current value** up to \$10,000 for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your** home appliances, furniture and chattels (including drapes) that are contained in **your house**.

## No excess

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

## No excess on window glass breakage

If **you** have selected this benefit and **your house** suffers accidental breakage of window glass during the **period of insurance** **we** will pay to replace the damaged window glass and **we** will not deduct any **excess** or **excess refund** from **your** claim.

## Section 3 — Contents

**You** have a choice of two types of **contents** insurance:

- a) SuperMaxi Contents
- b) Maxi Contents

Please check the **certificate of insurance** to ensure **you** have selected the cover **you** require.

If **you** would like to amend this policy please contact the Rural helpline on freephone 0800 161 262.

## a) SuperMaxi Contents

### What your contents are covered for

Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance**, unless excluded by this policy.

### What special benefits you are covered for

#### Alternative accommodation

If **you** are away from **your house** and are temporarily occupying a structure that becomes uninhabitable due to damage by fire, storm or flood during the **period of insurance** **we** will pay for reasonable alternative accommodation expenses incurred by **you** up to \$1,000 or for a maximum of 14 days whichever is less.

#### Business tools

**We** will pay the **present day value** up to \$6,000 if **you** suffer sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to property from which **you** obtain a financial return whether for profit or not, other than those used in connection with **your business**.

#### Collections

**We** will pay up to \$5,000 for sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance** to any collection of items (other than furniture or furnishings).

#### Computer software

If **you** suffer sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to computer software not used for business purposes **we** will pay for the cost of replacing commercially available computer programs for which **you** held a legitimate user licence at the time of loss or damage.

#### Credit or debit card fraud

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

#### Emergency return

If during the **period of insurance** **you** suffer major loss or damage to **your contents**, or death of an immediate family member, when **you** are temporarily absent from **your house** that requires **your** premature return home, **we** will reimburse up to \$1,000 for reasonable additional costs incurred by **you**, as long as these costs are not covered by any other policy.

#### Fatal injury

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

#### Floor coverings and drapes extended replacement

If **your** floor or window coverings (other than permanently fixed or glued floor coverings) suffer damage for which a claim is accepted, and **we** agree to replace them, **we** will pay

for their replacement in the rooms where the damage occurred. **We** will also pay for the replacement of identical floor or window coverings in other rooms if **we** are unable to match the damaged floor or window coverings to the identical floor or window coverings in the other rooms.

## Frozen food deterioration

If **your** domestic refrigeration equipment accidentally stops during the **period of insurance** and **your** frozen food deteriorates to the point where it is not fit to eat, **we** will pay **you** up to the value of that loss. In addition, **we** will pay the cost to repair any physical loss or physical damage caused by the spoiled food.

## Gradual damage

If **your contents** suffer accidental physical damage through gradual deterioration, mildew, mould or rot caused by water which accidentally leaks or overflows or is discharged from any of the following installed at the **situation**:

- a permanent and hidden internal water supply pipe
- a permanent and hidden internal waste disposal pipe
- internal water supply tank
- bath, shower, basin, sink, toilet, cistern or bidet

**we** will pay up to \$6,000 to repair the resulting damage provided that the leak, overflow or discharge first occurred during the time that **we** insure **your contents**. In addition, **we** will pay up to \$500 for the reasonable costs of locating the cause of the damage.

## HomeWise®

**You** have access to the HomeWise Programme. This programme does not form part of this policy and its terms and conditions are contained in the separate document — HomeWise Programme.

## House under construction or alteration

**Your** policy is extended to cover **your contents** and **personal effects** for sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance** while **your house** is under construction or structural alteration.

## Internet purchases

If **you** have purchased any goods through the internet during the **period of insurance** and they are damaged, lost or stolen after **you** have paid for them, but before **you** have received them and **you** cannot reasonably recover that loss from anyone else, **we** will reimburse **you** up to \$1,000 per event.

## Jewellery

If **you** suffer sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your** jewellery including watches **we** will replace the items or pay for their repair up to \$20,000 for any one item or set unless the item or set is individually shown in the **certificate of insurance** with a higher limit. If **you** choose not to replace or repair **we** will pay the **present day value** up to a maximum of 50% of the item's **replacement value**.

## Keys and locks

If **your house** keys or remote door opener(s) are stolen or believed on reasonable grounds to have been illegally duplicated or it is reasonable to believe that the combination number of an electronic keypad for external doors may have become known to someone else without **your** permission, **we** will pay up to \$1,000 free of any **excess** or **excess refund** to replace the keys, remote door opener(s) and locks or change the combination number of the electronic keypad.



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

If **you** have this benefit with **us** under any other policy or section of this policy then the maximum amount **we** will pay under all policies is \$1,000.

## Money

We will pay up to \$1,200 for the sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** of **your** money, bullion, negotiable securities or documents, including mortgage documents.

## Natural disaster damage

If your **contents** and **personal effects** suffer **natural disaster damage** during the **period of insurance** and the cost exceeds **your** cover under **EQCover** (or would do but for the Earthquake Commission's refusal to pay) the most **we** will pay is the difference between **your** cover under **EQCover** and the **full value** for **your contents** and **personal effects** shown in the **certificate of insurance** less any applicable excesses.

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

## No claims bonus

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

Should **you** make a claim, the no claims bonus or extra no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus at the next renewal if no further claims are made.

## One event — one excess

If **your contents** suffer loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Security alarms

If **you** have installed a passive infra-red security system that protects all the important areas of **your house**, **we** will give **you** a discount off **your contents** premium. **We** will also pay up to \$500 for the reasonable cost to reset or reprogram **your** passive infra-red security system if it was activated during a break in or attempted break in.

## Spectacles, contact lenses, hearing aids and dentures

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

## Stress benefit

If **you** suffer a total loss of **your contents** for which a claim is accepted **we** will pay **you** an additional \$2,000 for the inconvenience this may cause **you**.

## Temporary accommodation expenses

If **your contents** suffer loss or damage for which a claim is accepted under this policy or which is covered under **EQCover** and **your house** is uninhabitable as a result, **we** will pay **your** reasonable temporary accommodation expenses up to \$25,000. This includes kennel or cattery fees for **your** domestic pets. No temporary accommodation expenses will be paid after repairs have been completed or **your** claim has been paid.

If **you** have this benefit with **us** under any other policy or section of this policy then the maximum amount **we** will pay under all policies is \$25,000.

## Temporary storage after loss

If **your contents** suffer loss or damage for which a claim is accepted **we** will pay up to \$5,000 for the reasonable costs of storing **your contents** if **your house** is uninhabitable. This includes moving **your contents** to a secure storage facility, storage costs while **you** are in temporary accommodation and returning **your contents** to **your house**.

## University and boarding school extension

This policy is extended to cover **your** children's **contents** for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** while they are attending university or school and staying in university halls of residence, a boarding school hostel or a private home as a boarder. **We** will pay up to \$10,000.

However, if they are staying in university halls of residence an additional **excess** of \$400 will apply.

## Veterinary fees

**We** will pay up to \$500 for veterinary fees if **your** domestic pet is injured in an accident by a motor vehicle occurring during the **period of insurance**.

## Visitors' effects

**We** will pay up to \$500 for the sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** of personal effects owned by visitors temporarily staying in **your house**, provided they are not covered by any other policy.

## Watercraft

**We** will pay the **present day value** for sudden and accidental physical loss or sudden and accidental physical damage occurring during the **period of insurance** to watercraft if the total value of the watercraft, its spare parts and accessories are under \$1,500.

## Wedding and Christmas gifts

This policy is extended to cover sudden and accidental physical loss or sudden and accidental physical damage occurring during the **period of insurance** to wedding or christmas gifts temporarily stored in **your house**, provided they are not covered by any other policy.

## Optional special benefits

### Business tools

If **you** have selected this benefit **we** will increase the limit for property, other than **farm assets**, from which **you** obtain financial return whether for profit or not, up to the sum insured shown for this Optional special benefit in the **certificate of insurance**.

## Children's contents

If **you** have selected this benefit this policy is extended to include **contents** of **your** children for sudden and accidental physical loss or sudden and accidental physical damage which are left with **you** at the **situation** while they live outside New Zealand, up to the sum insured shown for this Optional special benefit in the **certificate of insurance** during the **period of insurance**.

## Contents in storage

If **you** have selected this benefit this policy is extended to cover **your contents** for sudden and accidental physical loss or sudden and accidental physical damage while temporarily stored in a securely locked and well maintained building away from the **situation** during the period shown and up to the sum insured shown for this Optional special benefit in the **certificate of insurance**.

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

## Contents in transit

If **you** have selected this benefit this policy is extended to cover **your contents** for sudden and accidental physical loss or sudden and accidental physical damage caused by fire, collision or overturning of the conveying vehicle while they are in transit during the period shown and up to the sum insured shown for this Optional special benefit in the **certificate of insurance**.

## Excess refund

If **you** have selected this benefit, **we** will apply the **excess refund** in the event of a claim.

## No excess

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

## b) Maxi Contents

### What your contents are covered for

Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance**, unless excluded by this policy.

### What special benefits you are covered for

#### Business tools

**We** will pay the **present day value** up to \$2,000 if **you suffer** loss or damage for which a claim is accepted to items or sets of items from which **you** obtain a financial return whether for profit or not, other than those used in connection with **your business**.

#### Collections

**We** will pay up to \$3,000 for sudden and accidental physical loss or sudden and accidental physical damage occurring during the **period of insurance** to any collection of items (other than furniture or furnishings).

#### Computer software

If **you** suffer sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to computer software not used for business purposes **we** will pay for the cost of replacing commercially available computer programs for which **you** held a legitimate user licence at the time of loss or damage.

## Credit or debit card fraud

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

## Fatal injury

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

## Frozen food deterioration

If **your** domestic refrigeration equipment accidentally stops during the **period of insurance** and **your** frozen food deteriorates to the point where it is not fit to eat, **we** will pay **you** up to the value of that loss. In addition, **we** will pay the cost to repair any physical loss or physical damage caused by the spoiled food.

## Gradual damage

If **your contents** suffer accidental physical damage through gradual deterioration, mildew, mould or rot as a result of the leaking of:

- a permanent and hidden internal water supply pipe
- a permanent and hidden internal waste disposal pipe, or
- an internal water supply tank

installed at the **situation**, **we** will pay up to \$5,000 to repair the resulting damage (but not the cost of locating and repairing the leak) provided that the leak first occurred during the time that **we** insure **your contents**.

## HomeWise®

**You** have access to the HomeWise Programme. This programme does not form part of this policy and its terms and conditions are contained in the separate document — HomeWise Programme.

## Jewellery

If **you** suffer sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your** jewellery (including watches) **we** will replace the items or pay for their repair up to \$2,500 for any one item or set unless the item or set is individually shown in the **certificate of insurance** with a higher limit. If **you** choose not to replace or repair, **we** will pay the **present day value** up to a maximum of 50% of the item's replacement value.

## Keys and locks

If **your house** keys or remote door opener(s) are stolen or believed on reasonable grounds to have been illegally duplicated or it is reasonable to believe that the combination number of an electronic keypad for external doors may have become known to someone else without **your** permission, **we** will pay up to \$1,000 free of any **excess** or **excess refund** to replace the keys, remote door opener(s) and locks or change the combination number of the electronic keypad.

**We** will also pay for the additional reasonable cost of opening any safe following theft or loss of its keys or combination.

If **you** have this benefit with **us** under any other policy or section of this policy then the maximum amount **we** will pay under all policies is \$1,000.

## Money

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

## Natural disaster damage

If your **contents** suffer **natural disaster damage** during the **period of insurance** and the cost exceeds **your** cover under **EQCover** (or would do but for the Earthquake Commission's refusal to pay) the most **we** will pay is the difference between **your** cover under **EQCover** and the sum insured for **your contents** less any applicable excess.

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

## No claims bonus

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

Should **you** make a claim, the no claims bonus or extra no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus at the next renewal if no further claims are made.

## One event — one excess

If **your contents** suffer loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Security alarms

If **you** have installed a passive infra-red security system that protects all the important areas of **your house**, **we** will give **you** a discount off **your contents** premium. **We** will also pay up to \$500 for the reasonable cost to reset or reprogram **your** passive infra-red security system if it was activated during a break in or attempted break in.

## Stress benefit

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

## Temporary accommodation expenses

If **your contents** suffer loss or damage for which a claim is accepted under this policy or which is covered under **EQCover** and **your house** is uninhabitable as a result, **we** will pay **your** reasonable temporary accommodation expenses up to \$25,000. This includes kennel or cattery fees for **your** domestic pets. No temporary accommodation expenses will be paid after repairs have been completed or **your** claim has been paid.

If **you** have this benefit with **us** under any other policy or section of this policy then the maximum amount **we** will pay under all policies is \$25,000.

## Temporary storage after loss

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

This includes moving **your contents** to a secure storage facility, storage costs while **you** are in temporary accommodation and returning **your contents** to **your house**.

## University and boarding school extension

This policy is extended to cover **your children's contents** for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** while they are attending university or school and staying in university halls of residence, a boarding school hostel or a private home as a boarder. **We** will pay up to \$5,000.

However, if they are staying in university halls of residence an additional **excess** of \$400 will apply.

## Watercraft

**We** will pay the **present day value** for sudden and accidental physical loss or sudden and accidental physical damage occurring during the **period of insurance** to watercraft if the total value of the watercraft, its spare parts and accessories is under \$1,500.

## Optional special benefits

### Business tools

If **you** have selected this benefit, **we** will increase the limit for property, other than **farm assets**, from which **you** obtain financial return whether for profit or not, up to the sum insured shown for this Optional special benefit in the **certificate of insurance**.

## Children's contents

If **you** have selected this benefit, this policy is extended to include **contents** of **your children** for sudden and accidental physical loss or sudden and accidental physical damage which are left with **you** at the **situation** while they live outside New Zealand up to the sum insured shown for this Optional special benefit in the **certificate of insurance** during the **period of insurance**.

## Contents in storage

If **you** have selected this benefit, this policy is extended to cover **your contents** for sudden and accidental physical loss or sudden and accidental physical damage while temporarily stored in a securely locked and well-maintained building away from the **situation** during the period shown and up to the sum insured shown for this Optional special benefit in the **certificate of insurance**.

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

## Contents in transit

If **you** have selected this benefit, this policy is extended to cover **your contents** for sudden and accidental physical loss or sudden and accidental physical damage caused by fire, collision or overturning of the conveying vehicle while they are in transit during the period shown and up to the sum insured shown for this Optional special benefit in the **certificate of insurance**.

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

## Excess refund

If **you** have selected this benefit, **we** will apply the **excess refund** in the event of a claim.

## House under construction or alteration

If **you** have selected this benefit this section is extended to cover **your contents** for sudden and accidental physical loss or sudden and accidental physical damage occurring while **your house** is under construction or structural alteration during the period shown for this Optional special benefit in the **certificate of insurance**.

## New for old

If **you** have selected this benefit **we** will pay the replacement or repair costs of **your** domestic furniture, furnishings and home appliances irrespective of age and the **present day value** of **your other contents**. This benefit does not apply to computers and their accessories.

## No excess

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

## Spectacles, contact lenses, hearing aids and dentures

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

## Section 4 — Liability protection

### What you are covered for

**We** will cover **you** for up to the sum insured shown in the **certificate of insurance** for **your** liability (including **your** defence costs) for claims made against **you** for compensatory damages for **injury** or physical property damage as a result of accidents in connection with **your business** occurring within the **geographical limits** during the **period of insurance**, unless excluded by this policy.

If **you** have liability cover with **us** under any other policy or section of this policy, then **our** maximum combined liability for any one claim and during any one **period of insurance** under all policies is the sum insured shown in the **certificate of insurance**.

### What special benefits you are covered for

The amounts payable under these special benefits are paid in addition to the sum insured, unless the special benefit states otherwise.

#### Bailee's liability

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

If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$10,000.

#### Bodily injury

This section is extended to cover **your** liability for up to \$100,000 arising from **bodily injury** occurring in New Zealand during the **period of insurance**.



If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$100,000.

## Customers' or visitors' motor vehicles

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

## Employer's liability

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

**We** will only pay for claims first made on **you** and notified to **us** during the **period of insurance**.

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

If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$500,000 per person or \$1,000,000 in total.

## Exemplary and punitive damages

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

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

## Farm contracting

This section is extended to cover **your** liability in respect of **your** operations as a farm contractor, provided **you** derive 20% or less of **your** total income from farm contracting.

## Forest and rural fires

This section is extended to cover **your** liability for up to \$500,000 or up to the sum insured shown in the **certificate of insurance** for claims made against **you** during the **period of insurance** arising under the provisions of sections 43 or 46 of the Forest and Rural Fires Act 1977.

If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$500,000, or the sum insured shown in the **certificate of insurance** for this cover.

## Hunt club meetings

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

## Motor vehicle service and repair

This section is extended to cover **your** liability for up to \$250,000 for claims made against **you** during the **period of insurance** arising from repairs or work performed by **you** or **your** employees on any tractor, combine harvester, farm motor cycle or tractor drawn implement not owned by **you**.

**You** are not covered for the costs of rectifying, repairing or replacing errors or defects in **your** repairs, work or material, only for the costs of repairing resultant damage arising from those errors or defects.

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

## No claims bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

Should **you** make a claim, the no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

## One event — one excess

If **you** suffer loss or damage under liability protection for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Overseas visits

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

## Personal liability

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

## Resource Management Act fines and legal defence costs

Liability protection is extended to cover **your** liability for up to \$250,000 for the cost of defending any charge and any fine or monetary penalty imposed upon **you** by law as a result of an **occurrence** at the **situation** during the **period of insurance**.

An additional **excess** of \$500 will apply to this special benefit.

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

## Social and recreational activities

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

## Tenants' liability

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

## Optional special benefits

The amounts payable under these Optional special benefits are paid in addition to the sum insured, unless the Optional special benefit states otherwise.

### Extra bailee's liability

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

### Extra farm contracting

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

## Farm stay liability

If **you** have selected this benefit and the maximum number of paying guests **your house** can accommodate at any one time does not exceed six, this section is extended to cover **your** liability arising under the provisions of the Innkeepers Act 1962 or any amendments or any Act(s) in substitution of the Act, for sudden and accidental physical loss or sudden and accidental physical damage to **your** paying guests' property occurring during the **period of insurance**.

## Independent contractors

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

## Milk and dairy meat contamination

If **you** have selected this benefit, this section is extended to cover **your** liability arising from the supply by **you** of contaminated milk. **You** will be covered if **your** dairy company:

- has to dispose of the tanker load of milk from the tanker that collected **your** milk or a factory vat of milk into which **your** milk was discharged, and requires **you** to pay to it the full value of the dumped milk, including collection and any premiums paid up to \$100,000 or the sum insured shown in the **certificate of insurance**, up to a maximum of \$400,000
- has to put the final product on hold due to contaminated milk being collected from **your** farm and **you** are required to pay the full value of storage and additional labour costs incurred while clearing the product for sale up to \$100,000.

In respect of milk contamination, this benefit covers **your** liability only. It does not include cover for any fine, demerit points or penalty imposed on **you** by any dairy company under the terms of the supply contract **you** have with them.

In addition, this section is extended to cover **your**:

- liability up to \$100,000 for the cost of defending any charge, and any fine under section 129 of the Animal Products Act 1999 as a result of the sale by **you** of contaminated dairy cow or dairy calf meat.

An additional **excess** of \$250 will apply.

## Section 5 — Private motor vehicles

### — cars, caravans and domestic trailers

**You** have the choice of two types of private motor vehicle insurance:

- a) Tailored Motor Protection
- b) Third Party Plus Motor Protection

All **vehicles** insured under this section are also covered for Motor owner's liability protection.

Please check the **certificate of insurance** to ensure **you** have selected the cover **you** require.

If **you** would like to amend this policy please contact the Rural helpline on freephone 0800 161 262.

### a) Tailored Motor Protection

## What your vehicle is covered for

Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance**, unless excluded by this policy.

## What special benefits you are covered for

### Choice of repairer

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

### Completion of journey

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

This benefit also extends to the driver, passengers and domestic pets travelling in **your vehicle** if they are not the insured.

### Fatal injury

If **you** or **your** husband or wife or de facto partner die as a result of **injury** following an accident to **your vehicle** for which a claim is accepted **we** will pay the deceased(s) estate \$10,000. Such death must be within three calendar months of the accident. **We** will not

pay more than \$10,000 during any one **period of insurance**. If more than one person is entitled to this benefit, this benefit will be applied proportionally between them.

## Hire vehicle

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

- the recovery of **your vehicle** in a driveable condition, or
- repairs have been completed, or
- **we** have paid **your** claim.

This benefit does not apply if **you** have selected the 'Optional special benefit — Rental vehicle'.

## Medical expenses

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

## Natural disaster damage

This section is extended to include cover for **natural disaster damage** during the **period of insurance** to **your vehicle**.

## New vehicle

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

## No claims and no blame bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus. In addition, **we** will not penalise **your** no claims bonus at renewal of **your** policy or impose **your excess** if **you** have been involved in an accident during the **period of insurance**, and:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle and
- it is proven that the other party was more than 50% at fault.

Otherwise **your** no claims bonus will be reduced at the renewal following the claim. However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

## No claims bonus protection

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

- held comprehensive motor vehicle insurance with a full No claims bonus with **us** for a continuous period of two years or more immediately prior to **your** claim and
- had no claims during this period where **your** bonus would have been lost had it not been for this benefit.

## One event — one excess

If **your vehicle** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Repair guarantee

We provide you with a lifetime guarantee on any repairs to your vehicle carried out by our recommended panelbeaters resulting from a claim which is accepted.

## Replacement vehicle

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

If you purchase an additional vehicle, we will automatically hold the additional vehicle covered, subject to the terms and conditions of this policy, for 30 days from the date of purchase.

## Road clearing costs

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

## Salvage and storage costs

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

We will also pay for the reasonable cost for the temporary storage of your vehicle once we have accepted your claim.

## Security alarm

If your vehicle is stolen and at the time of the theft, it has an activated security alarm or electronic engine immobiliser, we will not deduct any excess and you will not lose your No claims bonus.

## Stolen keys

If your vehicle remote, vehicle keys, vehicle entry card or vehicle key codes are stolen or believed on reasonable grounds to have been illegally duplicated, or it is reasonable to believe that the combination number of electronic key codes may have become known to someone without your permission, we will pay up to \$500 free of any excess to replace the remote or the keys or the entry card or change the combination number of the electronic key code and it will not affect your No claims bonus, provided that we are satisfied that the identity or location of your vehicle is known to any person who may have the keys or entry card, provided they are not covered by any other policy.

## Windscreen and window glass

If your vehicle suffers accidental breakage of its windscreen, window glass or sunroof we will pay for their repair or replacement. We will not deduct any excess and you will not lose your No claims bonus.

This benefit does not extend to lights, indicators, their covers or mirrors.

## Optional special benefits

### Agreed value

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

## Domestic trailers and caravans

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

## Lifetime no claims bonus

If **you** have selected and **we** have approved this benefit **we** will maintain **your** full No claims bonus — on the **vehicle** that it attaches to as detailed in the **certificate of insurance** — for the period that **you** insure the **vehicle** under this policy, provided **you**:

- have held comprehensive motor vehicle insurance with a full No claims bonus for a continuous period of three years or more and
- have had no claims during this period where **your** bonus has been reduced.

## No excess

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

## Rental vehicle

If **you** have selected this benefit and **your vehicle** is involved in an accident, stolen or becomes a total loss and **we** have accepted **your** claim, **we** will pay for the reasonable costs of hiring and insuring a similar vehicle up to \$2,500 while **you** are without **your vehicle**. No hire charges will be paid after:

- **your vehicle** is recovered in a driveable condition, or
- repairs have been completed, or
- **we** have paid **your** claim.

## RoadWise®

If **you** have selected this benefit **you** have access to the RoadWise Programme. This programme does not form part of this policy and its terms and conditions are contained in the separate document — RoadWise Programme.

## Under 25 year old driver exclusion

If **you** have selected this benefit **you** will receive a discount off **your** premium as **you** have agreed that there is no cover on **your vehicle** while it is being driven by or under the care or control of anyone under 25 years of age.



## b) Third Party Plus Motor Protection

### What your vehicle is covered for

Sudden and accidental physical loss or sudden and accidental physical damage caused by fire, theft or illegal conversion that occurs during the **period of insurance**, unless excluded by this policy.

### What special benefits you are covered for

#### Choice of repairer

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

#### Damage by an uninsured vehicle

**We** will pay up to \$3,000 for repairs to **your vehicle** if it is damaged in an accident and **we** have accepted **your** claim if:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle, and
- it is proven that the other party was more than 50% at fault and their vehicle was uninsured.

#### No claims and no blame bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus. In addition, **we** will not penalise **your** no claims bonus at renewal

of **your** policy or impose **your excess** if **you** have been involved in an accident during the **period of insurance**, and:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle and
- it is proven that the other party was more than 50% at fault.

Otherwise **your** no claims bonus will be reduced at the renewal following the claim. However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

#### One event — one excess

If **your vehicle** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

#### Repair guarantee

**We** provide **you** with a lifetime guarantee on any repairs to **your vehicle** carried out by **our** recommended panelbeaters resulting from a claim which is accepted.

#### Replacement vehicle

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

If **you** purchase an additional vehicle, **we** will automatically hold the additional vehicle covered subject to the terms and conditions of this policy, for 30 days from the date of purchase.

## Road clearing costs

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

## Salvage and storage costs

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

**We** will also pay for the reasonable costs for the temporary storage of **your vehicle** once **we** have accepted **your** claim.

## Security alarm

If **your vehicle** is stolen and at the time of the theft, it has an activated security alarm or electronic engine immobiliser, **we** will not deduct any **excess** and **you** will not lose **your** No claims bonus.

# Optional special benefits

## No excess

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

## RoadWise®

If **you** have selected this benefit **you** have access to the RoadWise Programme. This programme does not form part of this policy and its terms and conditions are contained in the separate document — RoadWise Programme.

## Windscreen and window glass

If **you** have selected this benefit and **your vehicle** suffers accidental breakage of its windscreen, window glass or sunroof during the **period of insurance**, **we** will pay for their repair or replacement. **We** will not deduct any **excess** and **you** will not lose **your** No claims bonus. This benefit does not extend to lights, indicators, their covers or mirrors.

## Motor owner's liability protection

— applies to Tailored Motor Protection and Third Party Plus Motor Protection

We will cover **you** for up to \$25,000,000 for **your** liability for claims made against **you** for physical property damage as a result of accidents in New Zealand involving **your vehicle**, or any trailer or caravan attached to **your vehicle** (provided the trailer or caravan is not otherwise insured) or any vehicle not owned by **you** which **you** are using with the owner's permission.

We will not cover **your** liability for any vehicle that **you** are hiring or leasing (unless the leasing company is named as an interested party).

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

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

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

If **you** have liability cover with **us** under any other policy involving **your vehicle** (provided the trailer or caravan is not otherwise insured) or vehicle not owned by **you** that **you** are using with the owner's permission **our** maximum combined liability under all policies is \$25,000,000.

## What special benefits you are covered for under motor owner's liability protection

These amounts payable under the special benefits under Motor owner's liability protection are included within the Motor owner's liability protection and are not in addition to it.

— applies to Tailored Motor Protection and Third Party Plus Motor Protection

### Bodily injury

Motor owner's liability protection is extended to cover **your** liability for up to \$100,000 arising from **bodily injury** occurring in New Zealand during the **period of insurance**.

If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$100,000.

### Legal expenses

If **you** are charged with manslaughter or dangerous driving causing death arising out of an accident to **your vehicle** for which a claim is accepted **we** will pay **your** legal costs of defence up to \$1,200.

### Marine 'general average'

Motor owner's liability protection is extended to cover any costs which **you** may become liable to pay as a result of deliberate loss or damage incurred in time of danger to prevent the loss of a ship and/or cargo while **your vehicle** is being carried by that ship between ports in New Zealand.

## What your vehicle will be used for

### — applies to Tailored Motor Protection and Third Party Plus Motor Protection

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

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

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

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

## Modifications to your vehicle

### — applies to Tailored Motor Protection and Third Party Plus Motor Protection

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

## Replacement parts

### — applies to Tailored Motor Protection and Third Party Plus Motor Protection

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

**Your vehicle** is not covered for:

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

## Section 6 — Farm vehicles

— including plant and implements towed by farm vehicles

### What your vehicle is covered for

Maxi Motor Protection or Thrifti Motor Protection or Motor owner's liability protection as you have selected and as shown in the certificate of insurance.

All vehicles insured under this section are also covered for Motor owner's liability protection.

### What special benefits you are covered for

— under Maxi Motor Protection only

#### Additional farm vehicles, plant or implements towed by farm vehicles

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

#### Choice of repairer

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

#### Natural disaster damage

This section is extended to include cover for natural disaster damage during the period of insurance to your vehicle.

### No claims and no blame bonus

If you have not had any claims with us or with your previous insurer for the last year you will receive a no claims bonus. In addition, we will not penalise your no claims bonus at renewal of your policy or impose your excess if you have been involved in an accident during the period of insurance, and:

- you have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle and
- it is proven that the other party was more than 50% at fault.

Otherwise your no claims bonus will be reduced at the renewal following the claim. However, we will increase your no claims bonus again at the next renewal if no further claims are made.

### One event — one excess

If your farm vehicle suffers loss or damage for which a claim is accepted and at the same time we accept a claim as a result of the same event for loss or damage under two or more sections of this policy, we will only deduct one excess or excess refund and that will be the highest excess or excess refund applicable.

### Optional special benefits

— under Maxi Motor Protection only

#### Entanglement

If you have selected this benefit, we will pay up to the sum insured shown in the certificate of insurance for sudden and accidental physical loss or sudden and accidental physical damage during the period of insurance to your headers, balers and harvesters caused by entanglement of foreign objects.

An additional excess of \$250 will apply.

## Farm contracting

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

## Hire vehicle

If **you** have selected this benefit and **your vehicle** (tractor, farm truck or farm utility) is involved in an accident, stolen or becomes a total loss and **we** have accepted **your** claim, **we** will pay for the reasonable costs of hiring a similar vehicle up to \$100 per day, for up to 30 days from the time **we** accept **your** claim.

No hire charges will be paid after:

- **your vehicle** is recovered in a driveable condition, or
- repairs have been completed, or
- **we** have paid **your** claim.

## Tyres

If **you** have selected this benefit **we** will pay up to the **present day value**, free of **excess**, for the cost of repairing or replacing any tractor, header or baler tyre fitted to **your vehicle** which suffers sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance**. This benefit does not apply if there is other damage to the **vehicle** for which a claim is payable.

## Windscreen and window glass

If **you** have selected this benefit and **your vehicle** insured under this section suffers accidental breakage of its windscreen, window glass, sunroof, headlights or headlight covers during the **period of insurance**, **we** will pay for the repair or replacement without deducting any **excess** and **you** will not lose **your** No claims bonus.

## What special benefits you are covered for

— under Thrifti Motor Protection only

### Additional farm vehicles, plant or implements towed by farm vehicles

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

### Damage by an uninsured vehicle

**We** will pay up to \$3,000 for repairs to **your vehicle** if it is damaged in an accident and **we** have accepted **your** claim if:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle and
- it is proven that the other party was more than 50% at fault and their vehicle was uninsured.

### No claims and no blame bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus. In addition, **we** will not penalise **your** no claims bonus at renewal of **your** policy or impose **your excess** if **you** have been involved in an accident during the **period of insurance**, and:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle and
- it is proven that the other party was more than 50% at fault.

Otherwise **your** no claims bonus will be reduced at the renewal following the claim. However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

## One event — one excess

If **your** farm **vehicle** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Optional special benefit

— under Thrifti Motor Protection only

### Unspecified farm vehicles

If **you** have selected this benefit **we** will pay for the sudden and accidental physical loss or sudden and accidental physical damage that occurs during the **period of insurance** to **your** unspecified farm **vehicles**. **We** will pay the **market value** up to a maximum of \$3,000 per unspecified farm **vehicle** or implement, excluding trucks, utilities, vans, cars and road motorcycles. **We** will not pay more than the sum insured shown in the **certificate of insurance** for claims for unspecified farm **vehicles** for all claims arising from any one event.

## Motor owner's liability protection

**We** will cover **you** for up to \$25,000,000 for **your** liability for claims made against **you** for physical property damage as a result of accidents in New Zealand involving **your vehicle**, or any trailer or caravan attached to

**your vehicle** (provided the trailer or caravan is not otherwise insured) or any vehicle not owned by **you** which **you** are using with the owner's permission.

**We** will not cover **your** liability for any vehicle that **you** are hiring or leasing (unless the leasing company is named as an interested party).

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

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

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

If **you** have liability cover with **us** under any other policy involving **your vehicle**, or any vehicle not owned by **you** that **you** are using with the owner's permission **our** maximum combined liability under all policies is \$25,000,000.

## What special benefits you are covered for

These amounts payable under the special benefits under Motor owner's liability protection are included within the Motor owner's liability protection cover of up to \$25,000,000 and are not in addition to it.

— under Motor owner's liability protection

### Bodily injury

Motor owner's liability protection is extended to cover **your** liability for up to \$100,000 arising from **bodily injury** occurring in New Zealand during the **period of insurance**.

If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$100,000.

## Damage by an uninsured vehicle

We will pay up to \$3,000 for repairs to **your vehicle** if it is damaged in an accident and **we** have accepted **your** claim if:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle and
- it is proven that the other party was more than 50% at fault and their vehicle was uninsured.

## Exemplary and punitive damages

Motor owner's liability protection is extended to cover **your** liability for claims made against **you** for exemplary and punitive damages for up to \$250,000 (including **your** defence costs).

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

## Marine 'general average'

Motor owner's liability protection is extended to cover any costs which **you** may become liable to pay as a result of deliberate loss or damage incurred in time of danger to prevent the loss of a ship and/or cargo while **your vehicle** is being carried by that ship between ports in New Zealand.

## No claims and no blame bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus. In addition, **we** will not penalise **your** no claims bonus at renewal of **your** policy or impose **your excess** if **you** have been involved in an accident during the **period of insurance**, and:

- **you** have identified the party at fault i.e. name, address, phone number, make, model, registered number of that other party's vehicle and
- it is proven that the other party was more than 50% at fault.

Otherwise **your** no claims bonus will be reduced at the renewal following the claim. However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

## Road clearing costs

Motor owner's liability protection is extended to cover the reasonable costs for the removal of debris from any road or parking area for which **you** are liable, up to \$1,500, following an accident to **your vehicle** for which a claim is accepted.

If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$1,500.



## What your vehicle will be used for

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

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

but excluding use in connection with farm contracting, motor trades, any form of selling and/or collection, insurance assessing, motor-driving instruction for reward, carriage of goods or samples in connection with any trade or business, hire and carriage of fare-paying passengers or a stock and station agency. However, this exclusion does not apply to any **vehicle** which is shown in the **certificate of insurance** as being covered for farm contracting or business use and for which **we** have received the appropriate farm contracting or business use premium.

## Modifications to your vehicle

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

## Replacement parts

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

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

## Section 7 — Boat

### What your boat is covered for

Sudden and accidental physical loss or sudden and accidental physical damage whilst **your boat** is within the **coastal waters** or on land in New Zealand during the **period of insurance**, unless excluded by this policy.

### What special benefits you are covered for

#### Natural disaster damage

This section is extended to include cover for **natural disaster damage** during the **period of insurance** to **your boat**.

#### No claims bonus

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

Should **you** make a claim, the no claims bonus or extra no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

#### One event — one excess

If **your boat** suffers loss or damage for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

### Optional special benefit

#### Racing risks

If **you** have selected this benefit, **we** will pay for sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to **your** sails, masts, spars and running rigging while **your boat** is racing.

An additional **excess** of \$150 will apply.

### Boat owner's liability protection

**We** will cover **you** for up to \$1,000,000 (including **your** defence costs), for **your** liability for claims made against **you** for physical property damage as a result of accidents involving **your boat** that occur within **coastal waters** or on land in New Zealand.

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

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

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

If **you** have liability cover with **us** under any other policy or section of this policy then **our** maximum combined liability during any one **period of insurance** shall be \$1,000,000.

## What special benefits you are covered for

These amounts payable under the special benefits under Boat owner's liability protection are included within the Boat owner's liability protection and are not in addition to it.

— under Boat owner's liability protection

### Bodily injury

Boat owner's liability protection is extended to cover **your** liability for up to \$100,000 arising from **bodily injury** that occurs within **coastal waters**, or on land in New Zealand during the **period of insurance**.

If **you** have this cover with **us** under any other policy or section of this policy then **our** maximum combined liability under all policies is \$100,000.

### Exemplary and punitive damages

Boat owner's liability protection is extended to cover **your** liability for claims made against **you** for exemplary or punitive damages for up to \$250,000 (including **your** defence costs).

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

## Section 8 — Loss of farm income

### What you are covered for

**Your loss of profits** up to the sum insured shown in the **certificate of insurance** for up to 12 months resulting from a reduction in normal farm production as a result of any loss or damage for which a claim is accepted under section 1 of this policy, or to any building not owned by **you** which **your business** occupies, provided that **we** would have accepted a claim for that loss or damage if the building was insured by **us** under section 1 of this policy, unless excluded by this policy.

### What special benefits you are covered for

#### Accountant's fees

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

#### Additional increased costs of working

**We** will pay up to \$5,000 for any additional increased costs of working or rewriting records where a claim has been accepted under section 1 of this policy.

#### No claims bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

Should **you** make a claim, the no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

## One event — one excess

If **you** suffer loss or damage under 'Loss of farm income' for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Prevention of access

**We** will pay up to \$10,000 or up to 10% of the sum insured as shown in the **certificate of insurance** for 'Loss of farm income' whichever is the higher for losses caused by sudden and accidental physical loss or sudden and accidental physical damage during the **period of insurance** to property, roads and bridges preventing access to the **situation** causing an interruption to **your business**.

## Public utilities

**We** will pay up to five percent of **your** 'Loss of farm income' sum insured for loss of **business** income resulting from interruption of or interference to **your business** due to damage by fire occurring at any electric power station or sub-station anywhere in New Zealand or failure of waste disposal systems and underground services situated on or immediately adjacent to **your situation**.

## Section 9 — Transit

### What you are covered for

Sudden and accidental physical loss or sudden and accidental physical damage to **your farm assets** while being carried in any motor vehicle or trailer within New Zealand during the **period of insurance**, unless excluded by this policy.

### What special benefits you are covered for

#### Livestock

**We** will pay for **your** livestock rejected by a licensed slaughterhouse or livestock killed or slaughtered for humane reasons on the written advice of a qualified veterinary surgeon up to \$2,500 per animal, following injury through transit during the **period of insurance**.

#### No claims bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

Should **you** make a claim, the no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

#### One event — one excess

If **you** suffer loss or damage under 'Transit' for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Section 10 — Farm asset breakdown

### What you are covered for

Sudden and accidental physical loss or sudden and accidental physical damage not insured by any other section of this policy to **your fixed farm plant and farm machinery**, irrigation or electronic equipment at the **situation** that occurs during the **period of insurance** and resulting from mechanical, electrical or electronic breakdown. This includes the costs of replacing insulating oil and refrigerant gas following a loss for which a claim is accepted.

### What special benefits you are covered for

#### Hire equipment

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

#### No claims bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

Should **you** make a claim, the no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

### One event — one excess

If **you** suffer loss or damage under 'Farm asset breakdown' for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

### Reconstruction of computer records

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

## Section 11 — Frozen or chilled stores

### What you are covered for

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

### What special benefits you are covered for

#### No claims bonus

If **you** have not had any claims with **us** or with **your** previous insurer for the last year **you** will receive a no claims bonus.

Should **you** make a claim, the no claims bonus will be reduced at the renewal following the claim.

However, **we** will increase **your** no claims bonus again at the next renewal if no further claims are made.

#### One event — one excess

If **you** suffer loss or damage under 'Frozen or chilled stores' for which a claim is accepted and at the same time **we** accept a claim as a result of the same event for loss or damage under two or more sections of this policy, **we** will only deduct one **excess** or **excess refund** and that will be the highest **excess** or **excess refund** applicable.

## Optional special benefit

### Deer velvet and artificial insemination straws

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

## Section 12 — Personal income protection

### What you are covered for

Accident or illness to the **insured person** that occurs during the **period of insurance** anywhere in New Zealand or Australia including the intervening sea or air space, unless excluded by this policy.

### Age limits

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

### Optional special benefit

#### Extended period of insurance

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

### How to make a claim

It is important **you** tell **us** when **you** become aware of any circumstances which may result in a claim.

**You** can call **us** on 0800 161 262 or go to [tower.co.nz/claims](http://tower.co.nz/claims) to fill out an online claim form.

If **we** require **you** to complete a claim form, **we** must receive the completed claim form within 30 days.

In order to avoid delays with **your** claim **you** should also provide **us** with proof of purchase (e.g. receipts, credit card vouchers, warranties, guarantees, etc) for any property for which **you** wish to claim.

### How we will look after your claim

When **you** contact **us** to make a claim **we** will:

- process **your** claim within the terms of the policy
- explain how the claims process works
- explain what **we** need to go ahead with **your** claim
- if required, arrange for an assessor to inspect the damage and explain the procedure that will be followed
- keep **you** updated on **your** claim's progress
- give **you** all the information **you** need on how **we** will settle **your** claim
- if **we** decline **your** claim, **we** will clearly explain why.

# How we will settle your claim

## General (applies to all sections)

### In all cases:

- **we** will arrange for the repair or replacement or pay **you** for the loss or damage, once **your** claim has been accepted
- **we** will pay the reasonable extra cost of complying with government or local authority laws and regulations when rebuilding or repairing the damaged parts of **your house, your farm buildings or your horticultural buildings** provided those damaged parts complied with government or local authority laws and regulations at the time they were built or altered.
- if **you** pay **your** premium by instalment and **you** suffer a total loss, **you** must pay the rest of the annual premium before **we** settle **your** claim
- **we** have the option whether to make payment, rebuild, replace or repair
- if **we** have been notified of a financial interest in **your** property **we** are obliged to make payment to the interested party (mortgagee, etc) up to the amount of its interest. This payment counts towards meeting **our** obligations under this policy
- **we** will pay for all costs and expenses incurred by **you** with **our** approval in defending claims under Liability protection, Motor owner's liability protection or Boat owner's liability protection plus any costs and expenses awarded against **you**
- where **we** have paid the demolition and removal of debris costs, **we** retain any salvaged property

- **we** will pay where necessary reasonable architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by **us**
- **we** will pay where necessary the reasonable cost of demolition and removal of debris including the contents unless specifically excluded
- **we** will use building materials and construction methods commonly used at the time of loss or damage.

### We are not bound to:

- pay for repairing or rebuilding any part of **your house or farm buildings or horticultural buildings** that has not suffered insured loss or insured damage including wall, floor or window coverings not located in the room or rooms where the loss or damage occurred, other than the cover provided in section 3 special benefit — Floor coverings and drapes extended replacement
- pay more than the **present day value** if **you** have **full replacement value** or **replacement value** until the cost of replacement or repair is actually incurred. If **you** choose not to rebuild or repair **we** will only pay **you** the **present day value** and the reasonable costs of demolition and removal of debris including the contents
- pay more than the sum insured shown in the **certificate of insurance** unless **you** have **full replacement value** then there is no limit to the sum insured
- pay the cost of repair or rebuild beyond what is reasonable, practical or comparable with the original when built or renovated



- pay the cost to repair or rebuild any part of **your house** or **your farm buildings** or **your horticultural buildings** that at the time it was built was contrary to the building consent or any other applicable consent issued by the relevant authority
- repair or rebuild any property exactly to its previous condition.

## Section 1 — Farm assets

We will settle **your** Farm assets claim as set out below

For all **farm assets** (except those referred to below) **we** pay either the:

- **full replacement value** or
- **replacement value** or
- **present day value**

as shown in the **certificate of insurance**.

## Other assets

### Greenhouse

We will pay:

- for repair or replacement of the structure in accordance with the cover chosen
- in respect of the flexible cladding or cloth covering on a **greenhouse** the **present day value** based on a maximum life span of five years.

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

### Standing timber

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

### Livestock

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

### Live plants

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

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

All losses shall be appraised by a competent and qualified authority and in this assessment allowance shall be made for harvesting, transport and other costs and expenses not incurred that would otherwise have been incurred.

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

## Section 2 — House

We will settle **your** claim as set out below up to a maximum of the **sum insured**.

### Economic to repair

If **we** decide it is economic to repair the loss or damage to **your house** that is covered under this policy, **we** will, at **our** option, either:

- pay for the actual **replacement cost** as those costs are incurred to repair the insured loss or damage to **your house**
- pay **you** a cash payment based on the estimated **replacement cost** to repair the insured loss or damage to **your house**.

Alternatively **you** may elect to have **us** pay **you** a cash payment based on the **current value** of the repairs to **your house**.

### Uneconomic to repair

If **we** decide it is uneconomic to repair the loss or damage to **your house** that is covered under this policy, **we** will, at **our** option, either:

- pay for the actual **replacement cost** as those costs are incurred to rebuild **your house** at the **situation**
- pay **you** a cash payment based on the estimated **replacement cost** to rebuild **your house** at the **situation**.

If it is not legally or practically possible for **us** to rebuild **your house** at the **situation**, (including for example; because of government or local authority laws, or the circumstances surrounding the land) then **we** will at **our** option, either:

- pay for the actual **replacement cost** as those costs are incurred to rebuild **your house** at an alternative site in New Zealand
- pay for **you** to buy another comparable house in New Zealand including necessary legal and associated costs (excluding the value of the land),

provided that in either case the cost is not greater than the estimated **replacement cost** of rebuilding **your house** at the **situation**.

If **we** choose to pay for the actual **replacement cost** as those costs are incurred, **you** may choose one of the following options instead:

- **you** may receive the actual **replacement cost** to replace **your house** at another site in New Zealand (excluding demolition and removal of debris costs unless actually incurred) provided the cost is no greater than the estimated **replacement cost** of rebuilding **your house** at the **situation**
- **you** may buy another comparable house in New Zealand including necessary legal and associated costs (excluding the value of the land), provided the cost is not greater than the estimated **replacement cost** of rebuilding **your house** at the **situation** (excluding demolition and removal of debris costs unless actually incurred)
- **you** may receive a cash payment based on the **present day value** of **your house** excluding demolition and removal of debris costs unless **we** agree otherwise.

If **you** choose to sell **your** land without **our** prior agreement, **your** settlement options will be limited and **you** may choose from one of the following options instead:

- **we** will pay for **you** to buy another comparable house in New Zealand including necessary legal and associated costs (excluding the value of the land)
- **you** may receive a cash payment based on the **present day value** of **your house** excluding demolition and removal of debris costs, unless **we** agree otherwise.

### In all cases:

- the most **we** will pay for **your house** and the services listed above is the cost to repair or rebuild the actual area of **your house** up to the **sum insured**
- where **your house** suffers loss or damage that is covered under this policy, the **sum insured** for **your house** reduces immediately afterwards by the cost of repairing or rebuilding that loss or damage. The **sum insured** reinstates:
  - in full automatically to the figure specified in the **certificate of insurance** as soon as that repair or rebuild is complete
  - in part as, and to the extent that, the loss or damage is repaired or rebuilt.

### Full replacement for fire

If the loss or damage to **your house** is caused by fire (but not fire following **natural disaster damage**), there is no **sum insured** limit despite what this policy says to the contrary. If this applies, then the 'Demand surge protection' benefit does not apply. This clause does not apply to Sum insured Present day value policies.

## Section 3 — Contents

### a) SuperMaxi Contents

We will pay:

- the replacement or repair costs of jewellery, watches, laptop computers, tablets, e-book readers, portable communication equipment, portable musical and associated equipment, cameras (film, digital and video), compact discs, dvds, cosmetics, toiletries and books (but not magazines or comics and the like) up to \$20,000 for each item or up to the value shown for each item if they are itemised in the **certificate of insurance**
- the **present day value** of **your personal effects**
- the **full value** of **your other contents**.

We will also pay for all costs and expenses incurred by **you** with **our** approval in defending claims under Liability protection plus any costs and expenses awarded against **you**.

We are not bound to:

- pay more than the **present day value** of **your contents** until the cost of replacement or repair is actually incurred
- pay more than the **present day value** up to a maximum of 50% of the replacement value of **your** jewellery (including watches) if **you** choose not to replace or repair **your** jewellery (including watches).

### b) Maxi Contents

We will pay:

- the replacement or repair costs of furniture, furnishings and home appliances (other than computers including laptops, tablets, e-book readers and their accessories) under 10 years old
- the **present day value** of furniture, furnishings and home appliances (other than computers, e-book readers and their

accessories) over 10 years old, other than the cover provided in the 'Optional special benefit' — New for old

- the replacement or repair costs of computers (including laptops, tablets, e-book readers) and their accessories under five years old, and the **present day value** if over five years old
- the replacement or repair costs of portable communication equipment, portable musical and associated equipment, cameras (film, digital and video), compact discs, dvds, cosmetics, toiletries and books (but not magazines or comics and the like) under 10 years old
- the **present day value** of your other **contents** including **personal effects**.

We are not bound to:

- pay more than the **present day value** of your **contents** until the cost of replacement or repair is actually incurred
- pay more than the **present day value** up to a maximum of 50% of the **replacement value** of your jewellery (including watches) if you choose not to replace or repair your jewellery (including watches).

## Section 4 — Liability protection

We will pay for the reasonable costs and expenses incurred by you with our approval in defending claims covered under Liability protection plus costs and expenses awarded against you up to the sum insured shown in the **certificate of insurance** or the sub-limit in the applicable Liability protection special benefit, whichever applies.

## Section 5 — Private motor vehicles and section 6 — Farm vehicles

We may choose to repair the damage or pay you the amount of the loss up to:

- an amount equal to the reasonable cost of repairs or
  - the **market value** of your vehicle or
  - the sum insured shown in the **certificate of insurance**
- whichever is less, or
- the **agreed value** if you have selected the section 5 Tailored Motor Protection 'Optional special benefit — Agreed value'.

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

## Section 7 — Boat

We will pay:

- either the repair cost or the amount of the loss or damage up to the **market value** of your boat at the time of the loss or damage or the sum insured shown in the **certificate of insurance** whichever is less
- the reasonable salvage charges and wreck removal expenses incurred by you relating to your boat.

## Section 8 — Loss of farm income

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

## Section 9 — Transit

We will pay the **market value** up to \$2,500 for any one animal or up to \$5,000 for any single unit of goods. In no case will we pay more than \$25,000 for any one event unless shown in the **certificate of insurance**.

## Section 10 — Farm asset breakdown

We will pay:

- the replacement or repair costs of electronic equipment under three years old and **fixed farm plant and farm machinery** and irrigation equipment under six years old
- the **present day value** on all other **fixed farm plant and farm machinery** and irrigation and electronic equipment.

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

## Section 11 — Frozen or chilled stores

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

## Section 12 — Personal income protection

We will pay:

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

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

**You** cannot claim for:

- both **accident** and **illness** at the same time
- both **total disablement** and **partial disablement** benefits at the same time

- more than 104 weeks of weekly benefits from the date of the **illness** or **injury** for any one **accident** or **illness** causing **total disablement** unless **you** have selected the Optional special benefit — Extended period of insurance
- the death benefit unless the **insured person** dies within 52 weeks of the **accident** in which case the amount payable will be reduced by the amount of weekly benefits already paid
- any weekly benefit after the **insured person** has died.

# What you are not insured for

## General exclusions (applies to all sections)

The **excess** or **excess refund**.

### Loss or damage to:

- motor vehicles, trailers, caravans, motorcycles, mobile plant, implements, drawn equipment and their attachments, spare parts and accessories other than the cover provided in sections 5 and 6, or the cover provided for equipment in section 10.

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

- any activity involving asbestos, asbestos products or asbestos contained in any products or materials
- any claim or potential claim already notified under any previous policy of insurance held by **you**
- any disease, fungi, bacteria, virus or microbic infection other than the cover provided in the section 1 'Optional special benefit — Bulk milk', section 4 'Optional special benefit — Milk and dairy meat contamination' and section 11 — 'Frozen or chilled stores'
- any agreement to accept liability which arises only because **you** or any person covered by this policy have agreed to take liability upon yourselves
- any event or **occurrence** outside New Zealand other than the cover provided in sections 4 and 12, and in the section 3 'special benefit — Internet purchases'
- any form of consequential loss suffered by **you** other than the cover provided in section 8
- any form of experiment
- any pollution or contamination caused by the manufacture, storage, use, consumption or distribution of 'precursor substances' or a 'controlled drug' as defined in the Misuse of Drugs Act 1975 or any amendments or any Acts passed in substitution of the Act
- any unreasonable, criminal, reckless or wilful act or omission, or any disregard for, or failure to comply with any provision in, notice or order under any Act of Parliament by **you** or any person directly employed by **you**. This does not apply to any person who is in charge of **your vehicle** or **your boat** after stealing it. This does not apply to the cover provided by section 4 'special benefit — Resource Management Act fines and legal defence costs'
- confiscation, nationalisation or requisition by an order of Government, Local Authority, the Courts or any public authority unless it is to prevent loss or damage covered by this policy
- defect, negligence, error or omission in design, plan, specification, formula, advice, remedial or other treatment given, administered or prepared, or work performed by **you** or on **your** behalf on property not owned by **you** or by reason of materials or equipment used in connection with such work which are defective or inadequate other than the cover provided in the section 4 'special benefit — Motor vehicle service and repair'
- depreciation, wear and tear, action of sunlight or existing defects
- inventory, clerical or accountancy shortage
- nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion
- or which are directly or indirectly brought about or contributed to by any dishonest, fraudulent or malicious act or omission by **you**

- seepage, discharge, pollution or contamination, (including the cost of removing, nullifying or cleaning up) unless it occurs during the **period of insurance** and is caused by a sudden, unintended and unexpected occurrence during the same **period of insurance**, other than the cover provided in the section 4 'Optional special benefit — Milk and dairy milk contamination' or section 4 'Optional special benefit — Independent contractors'
- spraying, or spreading of any substance other than the cover provided in the section 4 'Optional special benefit — Independent contractors'
- subsidence, erosion, geothermal activity, underground water pressure or landslide (other than the cover for **natural landslide** provided in sections 1, 2, 3, 5, 6 and 7 'special benefits — Natural disaster damage')
- the cost of defending any charge or charges relating to any continuing offence under any Act of Parliament
- the cost of remedying or repairing any inherent fault, defective workmanship, materials or design
- the handling or disposal of materials by any person or organisation acting on **your** behalf unless **you** have taken all reasonable steps to ensure that the materials will be handled or disposed of in a lawful manner
- theft or deliberate damage caused directly or indirectly by **you**, or anyone who normally lives at the **situation** or is lawfully at the **situation**. This exclusion does not apply to deliberate damage by fire by tenants or their guests
- vibration, removal or weakening of support.
- a sentence of reparation under the Sentencing Act 2002 other than the cover provided by section 4 'special benefit — Resource Management Act fines and legal defence costs'
- fines and/or other penalties other than the cover provided in the section 4 'special benefit — Fines and legal defence costs' or section 1 'Optional special benefit — Bulk milk'
- personal injury as defined, and/or for which cover is provided, under the Accident Compensation Act 2001 or any amendments or any Act(s) in substitution of the Act, or would have been provided if **you** were not an Exempt Employer as defined under the Act
- the ownership, use or possession of any mechanically propelled vehicle (other than domestic garden implements or mobility scooters), trailer, caravan, watercraft, aircraft or other airborne devices, railway locomotives or rolling stock other than the cover provided in section 4 'Optional special benefit — Independent contractors', section 4 'special benefit — Customers' or visitors' motor vehicles', or sections 5, 6 and 7.

**Loss, damage or liability arising directly or indirectly from or occasioned by or through or in consequence directly or indirectly of or claim for:**

- war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

**Liability for or arising from:**

- aggravated, punitive or exemplary damages other than the cover provided in the section 4, 6 and 7 'special benefit — Exemplary and punitive damages'

This policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If Tower Insurance alleges that by reason of this clause, any loss damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

## General exclusions

**(applies to all sections of the policy, except section 4 — Liability protection, sections 5 and 6 — Motor owner's liability protection and section 7 — Boat owner's liability protection).**

**You are not insured for:**

**Loss or damage to:**

- computer data and software other than the cover provided in the section 3 'special benefit — Computer software' or section 10 'special benefit — Reconstruction of computer records'
- fish, birds or domestic animals
- money, bullion, negotiable securities or documents other than the cover provided in the section 1 and section 3 'special benefit — Money'
- property undergoing manufacture, any production, cleaning or restoring process, repair or erection other than the cover provided in the section 2 and/or section 3 'Optional special benefit — House under construction or alteration' and section 3 'special benefit — House under construction or alteration'
- railway locomotives or rolling stock, aircraft or other airborne devices.

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

- any process of cleaning, repairing or restoring
- change in flavour, colour, texture or finish
- chemical reaction or electrolysis
- contamination or change in temperature other than the cover provided under the section 3 'special benefit — Frozen food deterioration', section 11 or section 1 'Optional special benefit — Bulk milk'



- electric current other than the cover provided in section 10 Farm assets breakdown. However, resulting damage is covered. This exclusion does not apply to sections 2 and 3
- explosion, collapse, bursting, cracking, bulging, rupture or leakage of steam pressure vessels and pipes. However, resultant damage to **your** other property is covered
- insects, rodents or vermin (other than opossums), marine growth or marine borers. However, resulting loss or damage other than that caused directly by them is covered
- lifting or shifting of any structure or building, structural alterations or repairs including the removal or alteration of the roof, other than the cover provided in section 2 and/or section 3 'Optional special benefit — House under construction or alteration' and section 3 'special benefit — House under construction or alteration'
- mechanical, electrical or electronic breakdown unless burning out occurs other than the cover provided in section 10. However, resulting physical loss or physical damage is covered
- mildew, mould, rot, corrosion, rust or gradual deterioration other than the cover provided in the section 2 and/or section 3 'special benefit — Gradual damage'
- settling, cracking, movement or compaction of land
- shrinking, evaporation or loss of weight
- total or partial stoppage of work
- welding failure, latent defect, inherent fault, defective workmanship, materials or design other than the cover provided in the section 2 and/or section 3 'Optional special benefit — House under construction or alteration' and section 3 'special benefit — House under construction or alteration'. If **you** have cover under the 'Optional special benefit — House under construction or alteration' or 'special benefit — House under construction or alteration' this exclusion is deleted in relation to loss, damage or liability arising from the defective workmanship, materials or design, but is not deleted in respect of the cost of remedying the defective workmanship, materials or design
- withholding, restricting or interruption of the supply of water, gas, electricity or any fuel or failure of waste disposal systems and underground services, other than the cover provided in the section 8 'special benefit — Public utilities' and section 11 — Frozen or chilled stores.

## Section 1 — Farm assets

### You are not insured for:

#### Loss or damage to:

- biological preparations or by-products (such as semen or embryos)
- bulk fertilisers and wrapped feed in the open other than the cover provided in the 'special benefit — Bulk fertilisers and wrapped feed in the open'
- deer velvet
- **farm assets** while in transit
- farm dogs other than the cover provided in the 'special benefit — Farm dogs'
- growing crops other than the cover provided in the 'Optional special benefit — Live plants'
- hay, straw, baleage, lucerne, gates and fences other than the cover provided in the 'Optional special benefits — Fencing' and/or 'Hay'
- hedges, shelter belts, retaining walls, land, drainage systems, dams, reservoirs, canals, culverts, aqueducts, tunnels, bridges, docks, piers, wharves, breakwaters or mining property located underground

- irrigator(s) being commissioned, on first run or as a result of the irrigator(s) being run on poorly prepared or unsuitable land
- livestock other than the cover provided in the 'special benefit — Stock worrying' or the 'Optional special benefit — Livestock'
- submersible pumps or their motors other than the cover provided in the 'Optional special benefit — Submersible pumps'
- trees other than the cover provided in the 'Optional special benefit — Standing timber'.

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

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

## Section 2 — House

**You are not insured for:**

An additional **excess** of \$400 if **your house** is let, lent, leased, rented or tenanted to anyone other than an employee or family member.

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

- hydrostatic pressure to swimming or spa pools

- **natural disaster damage** other than the cover provided in the Optional special benefit — House under construction or alteration in which case this exclusion is deleted for any time during which, because of the construction or alteration, **your house** is not a 'Dwelling' as defined in **EQCover**
- water or dampness entering **your house** because of structural defect, defective design, defective materials or defective workmanship.

## Section 3 — Contents

**You are not insured for:**

An additional **excess** of \$400 if **your house** is let, lent, leased, rented or tenanted to anyone other than an employee or family member.

### a) SuperMaxi Contents

**More than:**

- \$20,000 for any item or set unless shown in the **certificate of insurance**
- \$5,000 in total for any collections of items other than furniture or furnishings
- \$6,000 in total for property from which **you** obtain financial return whether for profit or not, other than the cover provided in the Optional special benefit — Business tools
- \$1,200 in total for any precious stones, money, bullion, negotiable securities or documents
- \$50,000 for jewellery (including watches) in total from any one loss, unless shown in the **certificate of insurance**.

### b) Maxi Contents

**More than:**

- \$2,500 for any item or set of jewellery (including watches), any item or set of photographic or video equipment (including accessories), unless shown in the **certificate of insurance**

- \$10,000 for any one item (other than jewellery including watches, or any item or set of photographic or video equipment including accessories) unless shown in the **certificate of insurance**
- \$3,000 in total for any collections of items other than furniture or furnishings
- \$2,000 in total for property from which **you** obtain financial return whether for profit or not other than the cover provided in the 'Optional special benefit — Business tools'
- \$1,200 in total for any precious stones, money, bullion, negotiable securities or documents
- \$15,000 for jewellery (including watches) in total from any one loss, unless shown in the **certificate of insurance**.

## a) SuperMaxi Contents and b) Maxi Contents

### Loss or damage to:

- artificial or transplanted body parts or aids other than contact lenses, prosthetic limbs, spectacles, hearing aids, dentures or dental plates
- **contents** removed from the **situation** for the purpose of sale, storage or exhibition, or that are away or that **you** intend to be away from the **situation** for more than 30 days, other than the cover provided in the 'Optional special benefit — Contents in storage'
- **contents** that are in transit from one permanent location to another, other than the cover provided in the 'Optional special benefit — Contents in transit'
- watercraft, e.g. sailboards, jet skis, wave skis, boats and outboard motors, their spare parts and accessories other than the cover provided in the 'special benefit — Watercraft'.

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

- hydrostatic pressure to swimming or spa pools
- **natural disaster damage** other than the cover provided in the Optional special benefit — House under construction or alteration or the special benefit — House under construction or alteration in which case this exclusion is deleted for any time during which, because of the construction or alteration, **your house** is not a 'Dwelling' as defined in **EQCover**
- water or dampness entering **your house** because of structural defect, defective design, defective materials or defective workmanship.

## Section 4 — Liability protection

### You are not insured for:

#### Loss or damage to:

- any part of any property that must be repaired, reconditioned or replaced by reason of work performed by **you** or on **your** behalf, or by reason of materials or equipment used in connection with such work which are defective or inadequate other than the cover provided in the 'special benefit — Motor vehicle service and repair'
- **your products** arising out of such **products** or any part of such **products**.

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

- accidents which occur while any employee is engaged in activities which are not directly related to **your business**
- any **occurrence** for which an inspector may give notice to a territorial authority under section 61 of the Health and Safety in Employment Act 1992
- **bodily injury to you**

- liability as a bailee other than the cover provided in the 'special benefit — Bailee's liability' and the 'Optional special benefit — Extra bailee's liability'
- loss or damage to property belonging to **you** or any employee or under **your** or their care or control other than the cover provided in the 'special benefits — Bailee's liability' and 'Tenants' liability' and the 'Optional special benefit — Extra bailee's liability'
- loss of use of tangible property which has not been physically damaged or destroyed resulting from:
  - a delay in or lack of performance by or on behalf of **you** of any contract or agreement or
  - the failure of **your products** or work performed by or on behalf of **you** to meet the level of performance, quality, fitness or durability warranted or represented by **you**.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of **your products** or sudden and accidental physical damage to or destruction of work performed by or on behalf of **you** after such **products** or work have been put to use by any person or organisation other than **you**.

- loss to livestock other than by fire, lightning, electrocution or smothering as a direct result of fire or lightning under the 'special benefit — Bailee's liability' and the 'Optional special benefit — Extra bailee's liability'
- property rented or leased to, occupied by, used by or in the care, custody or control of **you**:
  - if such property is owned by any person or organisation controlled or coming under the control of **you** or
  - to the extent that **you** have agreed to provide insurance in respect of such property.

- the unjustifiable dismissal of any person or other personal grievance arising out of a contract of employment
- withdrawal, inspection, repair, replacement, removal or loss of use of **your products** or work completed by or on behalf of **you** or any property of which such **products** or work form a part, provided that this exclusion will not apply where such **products**, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency and **you** did not know of or suspect the existence of the defect or deficiency at the time of sale of the **product** or completion of the work by **you**
- **your** deliberate or reckless failure to comply with any determination by the building industry authority or any territorial authority, any compliance schedule, any building consent, any notice under sections 121 to 129 inclusive of the Building Act 2004 or any amendments or any Act(s) in substitution of the Act, the Building Code, or any regulations issued under Part 5 of the Building Act 2004
- **your** failure to comply with any improvement, prohibition or suspension notice issued under the Health and Safety in Employment Act 1992, or for which an inspector may give notice under section 61 of the Health and Safety in Employment Act 1992.

## Section 5 — Private motor vehicles and section 6 — Farm vehicles

### **You are not insured for:**

#### **Loss or damage to or claims for:**

- any **accessory** or set of **accessories** that are not standard with the **vehicle** when new if their total value is over \$1,000 unless shown in the **certificate of insurance**
- caravan awnings or coverings caused by windstorm, hail or snow

- the engine, transmission, mechanical, electrical or electronic systems due to their own failure, or any loss or damage which their failure may cause to the rest of these systems
- tyres, unless malicious or the damage occurs at the same time as other damage to **your vehicle** for which a claim is payable, other than the cover provided in section 6 'Optional special benefit — Tyres'.

**Loss, damage or liability while your vehicle is:**

- being driven by or in the charge of any person who:
  - does not have a licence which is in full force and effect to drive **your vehicle** at the time and place of the accident
  - following an event giving rise to a claim under the policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so
  - has a proportion of alcohol in their blood or breath which exceeds the legal limit prescribed
  - is convicted of any alcohol or drug related offence arising out of the circumstances giving rise to any claim under this policy
  - is not complying with the conditions of their licence
  - is under the influence of alcohol or drugs and where alcohol or drugs contribute in any way to the accident. This means **your** claim may be declined even if the driver of **your vehicle** is under the legal limit prescribed
  - leaves the scene of the accident when it is an offence to do so.

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

- being tested for or in preparation for or engaged in racing, sprinting, drag racing, pacemaking, hill climbing, offroading, reliability or time trials, rallying, speed tests or any form of motor sport or high speed driver training
- being used otherwise than that described in the section of this policy 'What your vehicle will be used for', or not being used for the purpose it was designed or not as a vehicle as defined in the Transport Act 1998 or any amendments or any Act(s) in substitution of the Act
  - in an unsafe or unroadworthy condition
  - on hire
  - outside New Zealand.

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

- airborne activities while being towed by **your vehicle**
- any object drawn, cast into or entangled in the **vehicle** by any means whatsoever but **you** are covered for loss or damage by fire, collision or overturning resulting from such an occurrence, or other than the cover provided in section 6 Optional special benefit — Entanglement
- damage caused by **your vehicle** insured under section 6 to:
  - any bridge, viaduct, weighbridge or to any road or any other surface upon which the **vehicle** may drive including the material beneath such surface or structures, where the damage is caused by the weight of the **vehicle**
  - underground pipes, lines, cables, sewerage or underground installations of any description
- loss of use of **your vehicle**, depreciation, wear and tear, action of sunlight or existing defects.

### Liability for or arising from:

- **bodily injury** to **you** or any person who is in charge of or being conveyed in **your vehicle**
- loss or damage if **you** or **your** driver has agreed with any party to accept responsibility for any loss or damage for which the law would not otherwise hold **you** or **your** driver responsible
- loss or damage to property belonging to **you** or under the care, custody or control of **you** or **your** driver or being conveyed in, loaded or unloaded from **your vehicle**. This exclusion does not apply to any disabled vehicle being towed by **your vehicle** for no financial gain or reward.

## Section 7 — Boat

### You are not insured for:

#### Loss or damage to or claims for:

- moorings
- outboard motors caused by theft unless from the place of normal storage which must be a secure situation or attached to **your boat** by a recognised security device
- sails, masts, spars or rigging while **your boat** is racing, other than the cover provided in the Optional special benefit — Racing risks
- sails set in use or protective covers if split by the wind or blown away unless damage occurs at the same time to the mast, spars or rigging
- the engine, transmission, mechanical or electrical or electronic systems due to their own failure, or any loss or damage which their failure may cause to the rest of the systems
- tyres unless malicious or the damage occurs at the same time as other damage to **your boat** trailer for which a claim is payable.

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

- airborne activities while being towed by **your boat**
- any alterations, repairs or work being carried out on **your boat**
- loss of use of **your boat**, depreciation, wear and tear, action of sunlight, existing defects, vermin, borers, marine growths, gradual deterioration, chemical reaction, electrolysis, corrosion, welding failure or latent defect
- **your boat** while it:
  - is being tested in preparation for or engaged in any power boat race, speed test or trial
  - is let out on hire or charter or used for other than private and pleasure purposes
  - is outside the **coastal waters** or within the **coastal waters** in the course of an international voyage or if left unattended on mooring (other than customary mooring) or at anchor for a period exceeding 24 hours
  - or the conveying or towing motor vehicle is in an unsafe condition
  - or the conveying or towing motor vehicle is being driven by or in the charge of any person who:
    - does not have a licence which is in full force and effect to drive the vehicle at the time and place of the accident
    - following an event giving rise to a claim under the policy fails or refuses to permit a specimen of blood or breath test to be taken after having been lawfully required to do so
    - has a proportion of alcohol in their blood or breath which exceeds the legal limit prescribed

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

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

#### **Liability for or arising from:**

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

## **Section 8 — Loss of farm income**

We will not pay for any gross profit lost or costs incurred as a result of damage to **standing timber**, growing crops, pasture, live stock, irrigation equipment, watering or feed systems.

## **Section 9 — Transit**

**You are not insured for:**

**Loss or damage to:**

- household furniture and **personal effects**.

## **Section 10: Farm asset breakdown**

**You are not insured for:**

**Loss or damage to:**

- any property due to equipment testing or prior to successful commissioning or recoverable under a maintenance contract, warranty or guarantee
- belts, ropes, wires, chains, tyres, dyes, exchangeable tools, engraved cylinders, glass components, porcelain components, ceramics, refractories, felts, sieves, fabrics, jointings, packings and all operating media.

## **Section 11 — Frozen or chilled stores**

**You are not insured for:**

**Loss or damage:**

- arising from improper storage or improper packing materials
- to biological preparations or by-products (such as embryos) or deer velvet and artificial insemination straws other than the cover provided in the 'Optional special benefit — Deer velvet and artificial insemination straws'.

## **Section 12 — Personal income protection**

**You are not insured for:**

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

- alcohol or drugs
- asbestos, asbestosis or any related disease, sexually transmitted diseases, menopause, voluntary abortion, Legionnaire's disease, HIV or Acquired immune deficiency syndrome
- air travel other than as a fare paying or ticket holding passenger on a regular airline or established charter service
- any congenital condition

- any **illness**, physical defect, condition, infirmity, disability or **injury** existing prior to the original inception date of this section of this policy
- football (including rugby, rugby league and soccer), any contact sport, rodeo activities, hang gliding, paragliding, skiing, microlite flying, sky diving, parachuting, parasailing, bungee jumping, mountaineering, rock climbing, pot holing, polo, hunting on horseback, racing other than on foot, scuba diving without a NZUA or PADI qualification or any professional sporting activity unless specifically covered
- intentional self injury, suicide or any illegal activity
- the normal effects of pregnancy or childbirth.

## Cancelling this policy

**You** may cancel this policy at any time by notifying **us** either by telephone, email or post. **We** will refund 80% of **your unused premium** (unless the refund is less than \$25 in which case no refund will apply).

**We** may cancel or avoid this policy in accordance with the express rights of cancellation and/or avoidance set out under the headings 'What you must tell us' and 'Some of your other important obligations'.

If **you** make a claim that is false or fraudulent in any way or make any false statement to **us**, **we** may avoid **your** policy and any other policies **you** have with **us** or cancel them effective immediately from the date of the fraudulent act. If **we** do this, **we** will refund **your unused premium**.

If property covered under this policy suffers physical loss or damage such that it is uneconomic to repair, then the cover for that property available under this policy is cancelled and no refund of premium is given. If and when the property is rebuilt or replaced **you** may apply to have cover for that property reinstated under the policy.

## Making changes to this policy

**You** can have this policy altered at any time as long as **we** agree in writing to such alteration before it takes effect.

**We** can alter the terms of this policy by giving **you** at least 14 days' notice sent or emailed to **your** last known address on **our** records in any of the following circumstances:

- to reflect any material changes to relevant law
- to increase the level of existing cover, or add additional cover
- if **we** are no longer able to secure reinsurance protection for perils covered by this policy
- in order to allow for a material change in **your** (or **your** insured property's) risk profile
- in order to allow for a material change in the risk profile of a group of similar policy holders (or similar insured property) that will not be commercially sustainable for **us** under current policy terms.

If **you** do not agree to such alterations to the terms of **your** policy, **you** can cancel the policy (effective from the date of the proposed alteration) by notifying **us** either by telephone, email or post prior to the effective date of the proposed alterations. If **you** cancel on this basis, **we** will refund **your unused premium**.

## Inflation protection

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

**Your** premium at renewal will be calculated on the revised sum insured.



## Leaving your house unoccupied

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

## Other insurance

This policy does not cover any loss, damage or liability if **you** are covered for that same loss, damage or liability to any extent under a policy with another insurer. **We** will not contribute towards any claim under any other policy with another insurer.

## Automatic reinstatement

In the case of partial physical loss or partial physical damage **we** will pay the premium to reinstate **your** insurance after **we** meet any claim. This automatic reinstatement does not apply to section 4 Liability protection, section 5 and 6 Motor owner's liability protection and section 7 Boat owner's liability protection.

## Assignment

Where **you** have made a claim for the repair or replacement of **your** property, **you** must not transfer any of **your** rights, obligations, title, interests or benefits under this policy without **our** prior written consent.

If **you** do not obtain **our** prior written consent, any transfer is invalid at law.

## Other parties with a financial interest

**You** authorise **us** to disclose personal information about **your** insurance to any holder of a financial interest in any property insured under this policy.

## Jurisdiction

The laws of New Zealand shall apply to this policy and the Courts of New Zealand will have exclusive jurisdiction in relation to any legal proceedings about this policy.

Except as defined in the **geographical limits**, any compensation awarded or costs or expenses of litigation outside New Zealand is not covered.

## Currency and taxes

All sums insured and policy limits are expressed in New Zealand currency. The sum insured under sections 2, 3, 5 and 7 include Goods and Services Tax (GST) and all other taxes. All other sections are GST exclusive. All claims will be paid in New Zealand currency.

## If you have a concern

**We** always strive to give the best possible service. So, if you're not happy with something — anything — please let **us** know. We'll aim to get it sorted for **you** quickly and fairly.

Often a quick conversation with **us** can help straighten things out. But, every now and then there'll be an issue that can't be easily resolved. If that's the case, we'll talk **you** through **our** internal disputes resolution procedure. And if **we** still can't agree, we'll let **you** know how **you** can access **our** external disputes resolution provider.

If **you** would like more information check out [tower.co.nz/contact-us](https://tower.co.nz/contact-us)

## Meanings of words

The definitions apply to the plural and any derivatives of the bolded words. For example the definition of 'accessory' also applies to the words 'accessory's' and 'accessories'.

Term	Definition
Accessory or accessories	An automotive part installed in or on <b>your vehicle</b> which is not supplied or fitted by the manufacturer of <b>your vehicle</b> as standard equipment for <b>your</b> make and model of <b>vehicle</b>
Accident	<b>Bodily injury</b> caused solely and directly by violent, accidental, external and visible means which, independently of any other cause, is the sole and direct cause of the <b>insured person's</b> disablement. This meaning applies to section 12 only
Actual farm income	<b>Your farm income</b> actually achieved during the <b>claim period</b>
Agreed value	The value of <b>your vehicle</b> that <b>we</b> have agreed to at the time of insuring <b>your vehicle</b> or at any renewal. The amount is shown in the <b>certificate of insurance</b>
Artificial windbreaks	The artificial windbreaks <b>you</b> own at the <b>situation</b> that are specified by <b>you</b> and shown in the <b>certificate of insurance</b>
Boat	The items shown in the <b>certificate of insurance</b> under section 7
Bodily injury	Bodily injury (including death), <b>illness</b> , disability, disease, shock, fright, mental anguish or mental injury
Business	The type of farming operation carried on by <b>you</b> and declared to <b>us</b>
Certificate of insurance	The certificate of insurance first issued to <b>you</b> or the current renewal certificate whichever applies and any endorsement certificates that have been added during the <b>period of insurance</b>
Chemical contamination	Contamination by any chemical. In the case of methamphetamine, contamination above the acceptable chemical levels as stated in the <b>Ministry of Health Guidelines</b> for remediation of methamphetamine contamination
Claim period	The period during which the turnover of <b>your business</b> is reduced and for which a claim is payable under section 8
Coastal waters	The waters within 50 nautical miles of the coast of mainland New Zealand including inland lakes and waterways

Term	Definition
Contents	All <b>your</b> domestic furniture e.g. tables, chairs; furnishings (other than floor coverings not permanently fixed or glued in place) e.g. drapes; home appliances e.g. refrigerator, electrical drill, lawn mower; household effects e.g. linen, food; and <b>personal effects</b> as shown in the <b>certificate of insurance</b> . This includes <b>your</b> children's <b>personal effects</b> while attending boarding school and contents hired by <b>you</b> for which <b>you</b> are liable
Contract works	All permanent and temporary works to be executed at the situation (including materials at the <b>situation</b> and not yet installed)
Current value	The cost at the time of the loss or damage of rebuilding, replacing or repairing to a condition no better than new, less an appropriate allowance for depreciation and deferred maintenance
Domestic trailer	A non-tandem axle trailer used solely for domestic purposes but not including trailers designed for use specifically with boats
EQCover	The Earthquake Commission Act 1993 or any amendments or any Act(s) in substitution of the Act
Excess	The amount of any claim that <b>you</b> must bear. The excess applies to each and every event that results in a claim. The amounts are shown in the <b>certificate of insurance</b> and/or in this wording. Where <b>you</b> discover damage caused on multiple occasions then an excess will be applied in relation to each occasion or event that has occurred. Where a special benefit or Optional special benefit specifies an excess, that excess will apply over and above any other excess or <b>excess refund</b> in this policy or in the <b>certificate of insurance</b> . If <b>you</b> have selected section 12, excess means the period during which <b>you</b> will not receive any benefits if the <b>insured person</b> suffers an <b>accident</b> or <b>illness</b>
Excess refund	The minimum amount for which the claim is payable. No claim is payable if the claim does not exceed the amount shown in the <b>certificate of insurance</b> plus any other amounts which are shown in the policy wording as being an additional <b>excess</b> . When all applicable <b>excess</b> amounts are exceeded, the claim is payable. Where <b>you</b> discover damage caused on multiple occasions then an excess refund will be applied in relation to each occasion or event that occurred. Where a special benefit or Optional special benefit specifies an <b>excess</b> , that <b>excess</b> will apply over and above any other <b>excess</b> or excess refund in this policy or in the <b>certificate of insurance</b>

Term	Definition
Excluded Acts	<ul style="list-style-type: none"> <li>• Arms Act 1983</li> <li>• Aviation Crimes Act 1972</li> <li>• Crimes Act 1961</li> <li>• Criminal Investigations (Blood Samples) Act 1995</li> <li>• Misuse of Drugs Act 1975</li> <li>• Summary Offences Act 1981</li> <li>• Transport Act 1998</li> <li>• Transport (Vehicle and Driver Registration and Licensing) Act 1986</li> <li>• Any Act passed in substitution of the above Acts</li> </ul>
Farm assets	<p><b>Artificial windbreaks, farm buildings, horticultural buildings, produce, fixed farm plant and farm machinery, other farm assets, standing timber, farm produce, fertilisers, wool, water tanks, walls (but not retaining walls or hedges), plant and machinery up to the sum insured shown in the <b>certificate of insurance</b> and used solely for the purposes of <b>your business</b>. But excluding motor vehicles, motorcycles, aircraft, watercraft and self propelled or trailered or tractor drawn agricultural vehicles or implements</b></p>
Farm buildings	<p>The buildings (excluding <b>your house</b>) including underground services shown in the <b>certificate of insurance</b> that form part of those buildings including stock pens or crushes attached to or forming part of those buildings, at the <b>situation</b>, that are used solely in connection with <b>your business</b></p>
Farm income	<p>The money paid or payable to <b>you</b> for goods sold or services rendered during the course of <b>your business</b>, less the purchase cost of stock</p>
Farm produce	<p>Stores, harvested grain, seed and animal feed, but excluding wool, bulk hay, straw, baleage or lucerne, deer velvet, biological preparations or by-products (such as semen and embryos) shown in the <b>certificate of insurance</b></p>
Fixed farm plant and farm machinery	<p>Any plant and machinery shown in the <b>certificate of insurance</b> permanently contained within <b>farm buildings</b> at the <b>situation</b> or temporarily removed anywhere in New Zealand</p>
Full replacement value (applicable to section 1 — Farm assets)	<p>The costs actually incurred to rebuild, replace or repair to a standard that is reasonably equivalent to its appearance, size and functionality and relative quality when new, but without necessarily reproducing it exactly and to the same area as shown in the <b>certificate of insurance</b></p>
Full value	<p>The costs actually incurred to replace or repair <b>your contents</b> to the same condition and extent as when new with no limit to the sum insured</p>

Term	Definition
Geographical limits	In the case of liability arising from <b>your products</b> , cover is provided worldwide except for <b>products</b> exported to any country under USA, Japanese or Canadian jurisdiction for which there is no cover. In respect of other claims, cover is limited to accidents occurring in New Zealand
Greenhouse	Any building where the exterior cladding is of flexible plastic material, cloth or glass
Horticultural buildings	Glasshouses, <b>greenhouses</b> , plastic houses and shade houses <b>you</b> own at the <b>situation</b> including walls, gates and fences (but not retaining walls or hedges) and underground services that form part of those horticultural buildings shown in the <b>certificate of insurance</b>
House (section 2 – House)	The domestic building(s) shown in the <b>certificate of insurance you</b> own at the <b>situation</b> , including its fixtures and fittings (including floor coverings permanently fixed or glued in place, drapes and blinds), walls (including those walls and retaining walls essential for the building or positioning of <b>your</b> domestic building(s) but not including <b>retaining walls</b> ), gates, fences, underground and overhead services extending to the public mains, permanent swimming pools and spa pools (other than pumps and motors), and any other domestic structure(s) on the same site (other than unsealed driveways or paths) as shown in the <b>certificate of insurance</b>
House (section 3 – Contents)	The domestic building(s) <b>you</b> own, lease or rent at the <b>situation</b> and any domestic structure on the domestic land that goes with it
Illness	Illness, sickness or disease that, independently of any other cause, is the sole and direct cause of the <b>insured person's</b> disablement
Injury	<ul style="list-style-type: none"> <li>• Assault and battery sustained by persons other than <b>you</b> or <b>your</b> employee not committed by <b>you</b> or at <b>your</b> direction unless committed for the purpose of preventing or eliminating danger to persons or property</li> <li>• <b>bodily injury</b>, sickness, disease, disability, nervous shock or mental injury, mental anguish or distress, including death at any time resulting therefrom</li> <li>• false arrest, false imprisonment, wrongful entry, wrongful eviction, wrongful detention or malicious prosecution</li> <li>• libel, slander, defamation of character, humiliation or invasion of the rights of privacy, except arising out of advertising activities for which there is no cover</li> </ul>
Insured person	The person named in the <b>certificate of insurance</b> whose health is insured

Term	Definition
Live plants	Live plants, seeds, bulbs and visible growing crops shown in the <b>certificate of insurance</b> and contained in <b>horticultural buildings</b> for their cultivation or storage and including soil and the costs incurred in the soil's fumigation, sterilisation and fertilisation, plant supports, plant boxes, trays, punnets and pots but excluding all property more specifically insured
Loss of profits	<b>Standard farm income</b> less <b>actual farm income</b>
Market value	<ul style="list-style-type: none"> <li>• The value immediately prior to the loss as assessed by a valuer approved by <b>us</b> except in the case of vehicle where market value means:</li> <li>• the reasonable cost at which a vehicle of the same make, model, kilometres travelled, year and condition as <b>your vehicle</b> could have been purchased on the retail market immediately prior to the loss or damage, as assessed by a valuer approved by <b>us</b></li> </ul>
Maxi Motor Protection	Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the <b>period of insurance</b> to <b>your vehicle</b> in New Zealand including Motor owner's liability protection, unless excluded by this policy
Ministry of Health Guidelines	The latest published guidelines for remediation of methamphetamine contamination issued by the Ministry of Health (or any other government authority)
Modifications or modified	Changes or alterations to <b>your vehicle</b> from the manufacturer's standard specifications, including but not limited to engine, sound system, steering, suspension, tyres or wheels
Natural disaster damage	Sudden and accidental physical loss or sudden and accidental physical damage as a direct result of earthquake, <b>natural landslip</b> , volcanic eruption, hydrothermal activity or tsunami and includes physical loss or physical damage occurring (whether accidentally or not) as a direct result of measures taken under proper authority to avoid the spreading of or to otherwise reduce the consequences of an earthquake, <b>natural landslip</b> , volcanic eruption, hydrothermal activity or tsunami. It does not include any loss or damage for which compensation is payable under any Act of Parliament other than <b>EQCover</b>

Term	Definition
Natural landslide	The movement (whether by way of falling, sliding, flowing or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill or a combination of such materials, which, before movement, formed an integral part of the ground but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction or erosion
Occurrence	<p>An act or omission during the <b>period of insurance</b> including repetitive or continual exposure to the same conditions as a result of which:</p> <ul style="list-style-type: none"> <li>• <b>you</b> are charged with an offence under the Building Act 2004, sections 49, 50 or 56 of the Health and Safety in Employment Act 1992 or sections 9, 11, 12, 13, 14 or 15 of the Resource Management Act 1991 or</li> <li>• <b>you</b> are charged with a strict liability or absolute liability offence under any other Act except an <b>excluded Act</b> or</li> <li>• any prosecuting body under any Act except an <b>excluded Act</b> undertakes an official investigation into <b>your</b> activities.</li> </ul> <p>Where the elements of an occurrence take place during more than one <b>period of insurance</b> the occurrence shall be treated as taking place during the <b>period of insurance</b> in which the first act/omission forming part of the occurrence took place</p>
Other farm assets	All <b>farm assets</b> used solely for the purposes of <b>your business</b> that are not <b>artificial windbreaks, farm buildings, horticultural buildings, produce, fixed farm plant and farm machinery, farm produce and standing timber</b> anywhere in New Zealand and up to the sum insured shown in the <b>certificate of insurance</b> during the <b>period of insurance</b>
Partial disablement	The substantial inability of the <b>insured person</b> to engage in, perform or attend to their <b>business</b>
Period of insurance	The period shown in the <b>certificate of insurance</b>
Personal effects	Items that are normally worn or carried by <b>you</b> e.g. clothing, spectacles, hearing aids, contact lenses, dentures, footwear and bicycles
Present day value (All sections except section 2 – House)	<p>The lesser of:</p> <ul style="list-style-type: none"> <li>• the cost at the time of the loss or damage of replacing or repairing to a condition no better than new less an appropriate allowance for depreciation and deferred maintenance or</li> <li>• the <b>market value</b></li> </ul>
Present day value (section 2 – House)	<p>The lesser of:</p> <ul style="list-style-type: none"> <li>• the market value of <b>your house</b> at the time of the loss or damage, less the value of the land it is situated upon as an unoccupied site or</li> <li>• the <b>sum insured</b></li> </ul>

Term	Definition
Produce	The produce that is shown in the <b>certificate of insurance</b> and is owned by <b>you</b> while it is contained in <b>horticultural buildings</b> at the <b>situation</b>
Products	Any goods or products, including their container sold, supplied, distributed or manufactured by <b>you</b> in connection with <b>your business</b>
Replacement value (applicable to section 1 – Farm assets)	The costs actually incurred to rebuild, replace or repair to the same condition and extent as when new up to the sum insured shown in the <b>certificate of insurance</b>
Replacement cost (applicable to section 2 – House)	The reasonable cost to repair or rebuild <b>your house</b> (as applicable) to a standard that is reasonably equivalent to its appearance, size, functionality and relative quality when new, but without necessarily reproducing it exactly
Retaining walls	A wall that is built for the sole function of retaining land and that is not essential for the building or positioning of <b>your</b> domestic building(s) (because these are included in your house definition). It does not include any retaining wall that is incomplete or any retaining wall over 1.5 metres above ground that does not have any required local authority consent.
Situation	The location that is shown in the <b>certificate of insurance</b>
Standard farm income	<b>Your farm income</b> that would have been achieved during the <b>claim period</b> but for the loss or damage
Standing timber	The plantation crop of exotic timber planted and maintained for the purpose of commercial gain and shown in the <b>certificate of insurance</b> under section 1
Sum insured (section 2 – House)	The figure specified in the <b>certificate of insurance</b> being the most that <b>we</b> will pay under this policy for each event during the <b>period of insurance</b> , unless the benefit states it is in addition to the sum insured
Tailored Motor Protection	Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the <b>period of insurance</b> to <b>your vehicle</b> in New Zealand including Motor owner's liability protection, unless excluded by this policy
Third Party Plus Motor Protection	Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the <b>period of insurance</b> to <b>your vehicle</b> in New Zealand arising out of fire, theft or illegal conversion including Motor owner's liability protection, unless excluded by this policy



Term	Definition
Thrifti Motor Protection	Sudden and accidental physical loss or sudden and accidental physical damage that occurs during the <b>period of insurance</b> to <b>your vehicle</b> in New Zealand arising out of fire, theft or illegal conversion including Motor owner's liability protection, unless excluded by this policy
Total disablement	The complete inability of the <b>insured person</b> to engage in, perform or attend to their <b>business</b>
Uninhabitable	A residence that no longer has a functional bathroom or kitchen or is unsafe or unpractical to live in, as determined by <b>us</b> , or by government or local authorities
Unused premium	Premium for the days <b>you</b> have paid for, but will not be insured (calculated as at the effective date of cancellation)
Vehicle	The vehicle (including trailers and caravans) shown in the <b>certificate of insurance</b> including spare parts, attached equipment, accessories, tools and breakdown equipment supplied by the manufacturer
We, us or our	Tower Insurance Limited
You or your	The person(s) or entity named in the <b>certificate of insurance</b> as the insured, your spouse or de facto partner and your children normally residing at the <b>situation</b> . You or your does not include family members such as parent, grandparent, brother and sister unless they are named in the <b>certificate of insurance</b> . Where you jointly own any of the property the policy insures you jointly. In section 4 Optional special benefit — Fines and legal defence costs this also includes any directors or employees of the entity named in the <b>certificate of insurance</b>



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