



ARGIS Farm

Policy Wording



Table of Contents

SECTION 1	Introduction	2
SECTION 2	General Conditions	4
SECTION 3	Claims Conditions	7
SECTION 4	Farm Buildings	8
SECTION 5	Farm Contents	11
SECTION 6	Farm Contents Theft	15
SECTION 7	Machinery Breakdown and Refrigerated Stock	17
SECTION 8	FIRE: Fencing, Farm Machinery and Sundry Items	19
SECTION 9	FIRE: Livestock	21
SECTION 10	Farm Working Dogs	23
SECTION 11	Farmers' Liability	24
SECTION 12	Dwelling	31
SECTION 13	Contents of Dwelling	35
SECTION 14	Personal Effects	39
SECTION 15	Private, Farm and Business Vehicle	41
SECTION 16	Personal Accident and Sickness	48
SECTION 17	Pleasure Boat	52
SECTION 18	General Exclusions	56
SECTION 19	General Definitions	58

SECTION 1 - Introduction

1 ABOUT THE INSURER

This insurance is underwritten by Great Lakes Reinsurance (UK) SE trading as Great Lakes New Zealand (Company No. 1345101, FSP33942), a limited liability company incorporated in England and Wales and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG (Munich Re).

References to "Us", "We" and "Our" in this policy refer to Great Lakes New Zealand.

Munich Re (Group) operates worldwide with:

- Gross Written Premium of around €48.8 billion
- Investments of around €218.9 billion

Figures correct for financial year 2014. For more information refer to www.munichre.com.

An insurance company's financial strength can be defined as the company's claims paying ability, that is, its ability to meet its obligations towards customers.

Munich Re has been awarded robust ratings by the leading rating organisations. Because Great Lakes Reinsurance (UK) SE is a wholly owned subsidiary of Munich Re (Group), it enjoys the same rating.

Great Lakes Reinsurance (UK) SE enjoys the A.M. Best Company's financial strength rating of A+ (Superior). This rating is correct as at 23 September 2015. It is reviewed annually, so please refer to www.munichre.com/en/ir/ratings/ratings_01.aspx to ensure it has not changed.

The A.M. Best Company rating scale is:			
A++ (Superior)	A+ (Superior)	A (Excellent)	A- (Excellent)
B++ (Good)	B+ (Good)	B (Fair)	B- (Fair)
C++ (Marginal)	C+ (Marginal)	C (Weak)	C- (Weak)
D (Poor)	E (Under Regulatory Supervision)	F (In Liquidation)	S (Suspended)

The rating scale above is in summary form. A full description of this rating scale can be obtained from www.ambest.com.

Great Lakes New Zealand's contact details are:

- Address: 188 Quay Street, level 15, PWC Tower, Auckland;
- Postal: PO Box 4202, Auckland 1140;
- Phone: +64 9 303 4628.

2 FAIR INSURANCE CODE

Munich Re New Zealand Service Ltd is a member of the Insurance Council of Zealand and must comply with the Fair Insurance Code ('the Code'). Great Lakes New Zealand as a related body corporate is required to comply with the Code.

The Code aims to raise standards of service between insurers and their customers. ARGIS's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact Us or the Insurance Council of New Zealand ('ICNZ') on 04 472 5230 or go to <http://www.icnz.org.nz/for-consumers/your-rights/fair-insurance-code/>.

3 ABOUT ARGIS NEW ZEALAND

SUA NZ Limited t/as ARGIS Insurance (Company No. 5781493, FSP472206) ('ARGIS').

ARGIS arranges policies for and on behalf of Great Lakes New Zealand. ARGIS acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this policy, ARGIS acts as an agent for the Insurer and not for You.

You should contact ARGIS in the first instance in relation to this insurance.

The Policy requires You to notify Us (by notifying ARGIS) of the following matters:

- if You wish to cancel the policy;
- if there are any changes to information You have provided to Us in relation to the risk or change to the risk or change in circumstances;
- if You wish to make a claim;
- concerning the cooling-off period;
- concerning Your personal information under the Privacy Act;
- concerning the renewal of Your policy.

The contact details for ARGIS are as follows:

- Address: Level 11, Forysth Barr Building, 55 Shortland Street, Auckland;
- Postal: PO Box 367, Shortland Street, Auckland 1140;
- Phone: +64 9 354 3615;
- Website: www.argis.co.nz.

4 THE ARGIS FARM POLICY

Your ARGIS Farm policy is made up of:

- Your proposal (including the declaration) and associated documents, being those documents You provided to ARGIS in support of Your proposal;
- this Introduction;
- the General Conditions;
- the Claims Conditions;
- each policy section You have chosen;
- the General Exclusions;
- the General Definitions; and
- the Certificate.

All of the above form the insurance contract between You and the Insurer. If there is any inconsistency between any sections of Your ARGIS Farm policy, the Certificate prevails.

Your ARGIS Farm policy may be renewed upon expiry if We agree.

To ensure that the ARGIS Farm policy You have purchased meets Your needs, it is important that You take the time to read and understand it. Of particular importance are the obligations You have, set out in Section 2 - General Conditions and Section 3 - Claims Conditions.

The cover You have under Your ARGIS Farm policy applies separately to each insured person or entity and is restricted to the sections shown in the Certificate.

Your ARGIS Farm policy has some exclusions and these are detailed in each section. In addition Section 18 - General Exclusions apply to all sections of the policy. It is important that You read the exclusions.

Your ARGIS Farm policy also contains certain conditions and obligations that You must satisfy. If You do not, We may reduce or decline Your claim or bring some or all of Your policy to an end. Any other person that is entitled to claim under Your ARGIS Farm policy must also meet the conditions and obligations.

This policy has been issued on the basis of information You have provided Us. We may not cover You unless all statements made to Us are entirely truthful and correct. Before a claim can be considered, the premium (including government charges) for the current Period of Insurance, and any Excess referred to in the Certificate and policy, must be paid. Should there be any information which We have not been given, or any changes in circumstance We should know, then You must tell Us, otherwise We may not cover You or continue to cover You.

5 HOW YOU CAN ASSIST US

We want to provide You with the best insurance service possible and ask You to assist Us by:

- reading Your policy carefully to make sure that it meets Your requirements;
- letting ARGIS know if the service You receive (which includes representatives and staff) does not meet Your approval;
- letting ARGIS explain to You any part of Your policy or claim which You are having difficulty with;
- keeping Your insurance policy in a safe place together with Your renewal notice;
- keeping evidence of the value of Your insured property so that if You make a claim it will not be held up;
- telling ARGIS if there is anything in connection with Your policy that You don't understand.

6 PRIVACY

Pursuant to the Privacy Act 1993 the following information is provided for Your benefit:

- The Application collects personal information about You;
- The information is collected for the purposes of providing insurance services to You including evaluating Your application for insurance and, if Your application is accepted, to provide, administer and manage the insurance services, and respond to any claim You make;
- The intended recipients of the information are SUA NZ Limited t/as ARGIS Insurance (ARGIS) and by Great Lakes Reinsurance (UK) SE trading as Great Lakes New Zealand (Great Lakes New Zealand);
- The information is being collected and held by ARGIS of Level 11, Forysth Barr Building, 55 Shortland Street, Auckland and Great Lakes New Zealand Level 15, PWC Tower, 188 Quay Street, Auckland 1010;
- The collection of this information is required pursuant to the common law duty to disclose all the material facts relevant to the information sought and is mandatory;
- The failure to provide this information means ARGIS and Great Lakes New Zealand may not be able to access Your application, to administer and manage Your policy and respond to any Claims You make.

You have the right of access to, and correction of, this information subject to the provisions of the Privacy Act 1993.

7 YOUR DUTY OF DISCLOSURE

Before entering into a contract of insurance, You have a duty, at law, to disclose to Us all material facts. This duty also applies when You renew, vary, extend or reinstate Your policy.

A material fact is one that may influence a prudent insurer in deciding whether or not to accept the insurance and, if so, on what terms and conditions (including the level of premium, limitations on cover, Excess and any other special requirements).

Examples of information You may need to disclose include but are not limited to the following:

- Anything that increases the risk of an insurance claim
- Any criminal conviction or offence;
- If another insurer has cancelled or refused to insure or renew insurance, has imposed special terms, or refused any claim;
- Any insurance claim or loss made or suffered in the past five years;
- If You or any partner/s have been declared bankrupt, involved in a company or business which has become insolvent or subject to any form of insolvency administration.

These examples are a guide only. If there is any doubt as to whether a particular piece of information needs to be disclosed, this should be referred to ARGIS.

Non-disclosure

If You fail to comply with Your Duty of Disclosure, We are entitled to cancel the policy from its inception date.

SECTION 2 - General Conditions

These conditions are important and must be met before We will accept a claim under Your policy.

1 ACTS OF PARLIAMENT

Any Acts of parliament referred to in this ARGIS Farm policy include any:

- 1 amendments or statutory regulations made under them;
- 2 Acts or regulations made in substitution for the original Acts or regulations.

2 AMENDMENTS

This policy may be amended at Your request, provided We agree to the amendment in writing before it takes place. Where We agree to change the terms of this policy We will send You written advice to Your last address known to Us. Any policy amendments may attract a variation in premium payable by You. The change will take effect from the date given in that advice which will be after We receive Your additional premium or refund any premium no longer required, which will be not less than 14 days from the date of that advice.

3 CANCELLATION OF THIS POLICY

- 1 You may cancel this policy at any time by notifying Us in writing, in which case:
 - cancellation takes place when We receive the notice; and
 - We will retain or be entitled to retain the premium for the period during which the policy was in force together with any non-refundable government taxes, levies and duties.
- 2 We may cancel this policy at any time as allowed by law by giving You 14 days written notice being sent to Your last address known to Us. In this case We will refund to You the unexpired portion of the premium.

4 CHANGES

After cover under Your ARGIS Farm policy has commenced, You must notify Us immediately of any change in circumstances of which You are aware which increases or alters any risk insured under this policy.

Once You have done so, We may change the premium and/or terms of cover, at Our discretion.

If You fail to notify Us of any change in circumstances, We may:

- refuse to meet any claim; and/or
- cancel the policy, from the date of the failure.

We may change the terms of the policy at any time by giving You notice at Your last known address as held by Us. The changes We make will take effect 30 days after the day We send the notice to You.

5 COOLING-OFF PERIOD

If for any reason You are not entirely satisfied with Your policy, You may cancel the policy by notifying ARGIS in writing within 30 days of the commencement date that You wish Us to cancel

the policy. A refund in full for any money You have paid will be refunded, unless You have made a claim on the policy.

If You have made a claim under the policy a refund will not be payable.

For example:

Premium Paid	Policy cancelled within cooling-off period	Claim Made	Premium Refund
\$500	Yes	No	\$500
\$500	Yes	Yes	No refund due

6 CURRENCY

All monetary amounts referred to in this policy are expressed and payable in New Zealand dollars.

7 DEFINED WORDS

To clarify the cover You have in this policy, some words begin with a capital letter. These words have a specific meaning, which is outlined in Section 19 - General Definitions and the definitions section applicable to each particular section. References to the singular include the plural and vice versa.

8 EXCESSES

If You make a claim under any section You will be required to pay an Excess.

9 GENERAL OBLIGATIONS

Where You are insured under any policy, You must:

- 1 take all reasonable precautions for the safety of the property and safeguard any property damaged;
- 2 comply with and maintain any Statutory obligation, regulation, by-law and directions and use equipment in accordance with the manufacturer's design recommendations;
- 3 not cause or facilitate Loss to the insured property or liability by any intentional, criminal, reckless or wilful act.

These obligations are important and are required to be fulfilled before We pay a claim.

10 GOODS AND SERVICES TAX (GST)

- 1 Where GST is recoverable by Us under the Goods and Services Tax Act 1985:
 - all amounts insured exclude GST (unless otherwise shown on the Certificate), and
 - GST will be added, where applicable, to claim payments.
- 2 All Excesses include GST.

11 HEADINGS

Headings are for reference only. They do not form part of the policy and are not to be used in interpreting it.

12 INSPECTION

We are entitled to inspect the insured property at any reasonable time and You must provide such information as may be reasonably required by Us in relation to that property.

However, neither this inspection, nor any inspection report is to be regarded as an undertaking by Us to determine or warrant that any operations and/or premises are safe or covered by this policy.

13 INTERESTED PARTIES

If We are advised in writing of a party holding a financial interest over any property insured under a policy:

- We may note that party's interest, but that party is not insured or covered under that policy;
- You authorise Us to disclose to that party personal information about You in connection with that policy.

We may make a claim payment directly to that party up to the limit of its interest, as advised to Us by that party. This meets Our obligations to You under that policy to that extent.

14 JOINT INSURANCE

Where any property covered by this policy is owned by more than one party We will treat them as being jointly insured and liable for each other's breach of duty in relation to this policy. Each is entitled to claim and be paid under the policy. However, the most We will pay for all persons and legal entities collectively during the Period of Insurance is the amount shown in each section or in the Certificate.

15 JURISDICTION

This policy is governed by the laws of New Zealand and each of the parties is subject to the jurisdiction of New Zealand courts.

16 MAKING A CLAIM

You can make a claim by notifying Your insurance intermediary or ARGIS directly in writing. The contact details are in Section 1 - Introduction. You should refer to Section 3 - Claims Conditions of this policy for detailed information about what You need to do if You have a claim.

17 OBSERVANCE OF TERMS AND CONDITIONS

Your compliance with the provisions of this policy and the accuracy of any information supplied to Us (whether by You or not), are conditions precedent to any indemnity being granted to You under this policy.

18 REASONABLE CARE

You must take reasonable care at Your own expense at all times to avoid:

- Loss or damage to insured property; and
- liability to others.

We will not pay any claim if You have been reckless or grossly irresponsible.

19 REINSTATEMENT OF AMOUNT OF INSURANCE

In the event of Loss for which a claim under this policy has been paid, We may reinstate, on terms agreed by Us, the amount by which the Sum Insured is reduced as a consequence of that Loss,

PROVIDED THAT:

You pay Us the further premium We require for the reinstatement.

Any policy provision or extension that provides for reinstatement of sums insured or amount of insurance shall not apply to natural disaster damage. Natural disaster damage has the same meaning as defined in Your policy.

20 TAXES

You may be able to claim a tax deduction for premium payable. However, You may be required to pay tax in respect of some benefits payable.

We cannot advise You on Your individual tax situation. You should consult a tax advisor for assistance in this area.

21 TOTAL LOSS SETTLEMENT

Where We pay a claim under any section of this policy on the basis of a total loss, then that section of the policy is deemed to be expired from the date of the payment and no refund of premium is payable.

If paying premium by instalments, in the event of a claim any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of Your claim.

22 TRANSFER OF INTEREST

No interest in this policy can be transferred or assigned without Our written permission.

23 POLICY COSTS

The amount that We charge You for this insurance when You first acquire Your policy and when You renew Your policy is called the premium. The premium is the total that We calculate when considering all of the factors which make up the risk.

The total cost of Your policy is shown on Your policy Certificate and is made up of Your premium plus statutory levies and Government Taxes such as GST.

ARGIS receives a commission for issuing business on behalf of Us. The commission payable to ARGIS is calculated as a percentage of the base premium, excluding statutory and government charges and any fees payable by You, and is paid by Us. The commission is included in the total amount payable for Your contract of insurance.

WHAT HAPPENS IF YOU DO NOT PAY THE COST OF YOUR POLICY BY THE DUE DATE?

We will have the right to cancel Your policy if You do not pay Your premium by the due date or if Your payment method is dishonoured and therefore We have not received Your payment by the due date. Unless We tell You, any payment reminder We send does not change the expiry of Your cover or the due date of Your premium.

OTHER COSTS, FEES AND CHARGES

Other costs, fees and charges which may be applicable to the purchase of Your insurance policy include:

Cancellation	<p>You may cancel Your policy at any time. If You cancel Your policy after the cooling-off period, We will retain a portion of premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period, less a cancellation fee of \$30 plus GST, provided that:</p> <ul style="list-style-type: none">• no event has occurred where liability arises under the policy; and• the residue amount is over \$20. <p>Your agency fees and any non-refundable government taxes or charges payable in regards to Your premium will not be refunded upon cancellation of Your policy.</p>
Monthly Instalment Fee	<p>If You choose to pay Your premium in monthly instalments, You may incur a monthly instalment fee. For details of Your monthly instalment fee, please contact Your broker or ARGIS directly.</p>
Credit Card Surcharge	<p>ARGIS reserves the right to apply a surcharge to all payments made by credit card. If ARGIS applies a surcharge, it will be in the range of 0.8% to 1.0% of the total cash amount depending on the type of credit card used. This surcharge is passed onto the financial institution providing the merchant facility.</p>
Interest	<p>Any premiums received from You are held in a trust account prior to being forwarded onto the Insurer. ARGIS will retain any interest earned on the money held in the trust account.</p>
Agency Fee	<p>An agency fee between \$150 and \$600 is payable by You to cover ARGIS' administration cost of preparing and distributing Your policy. The agency fee will vary depending on the number of sections and complexity of underwriting required. Your agency fee is noted on Your insurance Certificate and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.</p>

SECTION 3 - Claims Conditions

These conditions are important and must all be met before We will accept a claim under Your policy with Us.

1 CONDUCT OF THE DEFENCE – LIABILITY ONLY

Once You have made a claim under the Liability section of this policy, We have the sole right to act in Your name and to defend, negotiate or settle the claim as We decide. The expenses of any such action will be paid by Us.

We are entitled to appoint Our own lawyers who report to Us.

We may elect to pay You the maximum amount payable under the policy or any lesser sum for which the action against You can be settled. Once We have done so, We are under no further liability to You under this policy.

2 FRAUD

If Your claim is fraudulent in any way, We are entitled to:

- 1 decline Your claim in whole or in part; and/or
- 2 bring the applicable section or the policy to an end, from the date of the fraudulent act and pay nothing.

We may also notify the police.

3 OTHER INSURANCE

You must immediately notify Us of any other insurance that covers You for any of the risks covered under this policy.

If Your claim under this policy is also covered under that other policy, this policy pays nothing to You until Your entitlement under the other policy is exhausted first.

4 RECOVERIES

Where property insured by this policy is lost or damaged, and We have agreed to pay a claim, We may exercise any legal right of recovery You may have for Our own benefit at Our own expense. This may involve Us, or anybody We appoint, at Our discretion:

- 1 entering any building where the Loss has occurred and removing and keeping possession of the damaged property; and
- 2 dealing with the damaged property in any way We see fit, including selling or otherwise disposing of it.

You must fully co-operate with Us. If You do not, We may recover the claim payment/s from You.

If We are successful in recovering any amount:

- 1 We will refund Your Excess and any uninsured part of Your Loss; then
- 2 We will retain any costs, charges and expenses in relation to Your claim which have been paid or reimbursed by Us; and then
- 3 We will pay to You any remaining amount recovered.

If any lost or stolen property which You have claimed for is subsequently recovered by You, and We have paid a claim, You must hand it over to Us. We are entitled to keep it, including any proceeds of its sale.

If any person is ordered to make reparation to You in respect of property You have claimed for, You must send Us any payments You receive, immediately. We are entitled to keep those payments.

5 WHAT YOU MUST DO

- 1 You must immediately notify Us of any circumstance likely to lead to a claim.
- 2 You must take prompt steps to minimise the Loss.
- 3 You must take reasonable steps to protect the property from any further Loss.
- 4 You must inform the police if You suspect burglary, theft, arson or intentional damage.
- 5 You must complete Our claim form in full if We request You to do so, and return it to Us within 30 days of Our request.
- 6 You must immediately send Us all relevant correspondence and documentation.
- 7 You must at Your expense provide all reasonable information and assistance We require.
- 8 You must authorise the disclosure of Your personal insurance information:
 - to Us; and
 - assessors, loss adjusters and private investigators and Our agents.

6 WHAT YOU MUST NOT DO

You must not admit liability to any other party. You must not say or do anything which prejudices Our ability to:

- 1 defend any action against You; or
- 2 take recovery action in Your name.

You must not start any repairs without Our prior approval.

You must not dispose of any property that is to be the subject of Your claim without Our prior approval.

These conditions are important and must all be met before We will accept a claim under Your policy with Us.

SECTION 4 - Farm Buildings

This is Your Farm Buildings section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 4 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions, Section 18 - General Exclusions and Section 19 – General Definitions.

1 DEFINITIONS

Farm Buildings and Buildings means Your Buildings described in the Certificate and at the situation shown in the Certificate, including:

- walls (except retaining walls and hedges);
- underground services up to 10 metres from the Building;
- the stockyards and pens;
- the Fixed Plant and Machinery;
- tanks, (but not mobile tanks) grain and feed silos and other structures.

All being permanently attached to or forming part of Your Buildings.

Fixed Plant And Machinery means contents of the Building bolted, screwed, nailed or fastened to the Building and not intended to be removed.

Power Poles means the poles themselves, the overhead lines (power or telephone) and their associated equipment, to the extent they are Yours and as shown in the Certificate.

Sundry Farm Buildings means all Buildings and structures including tanks (but not mobile tanks) and silos but excluding windmills, no older than 50 years.

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

3 WHAT YOU ARE INSURED FOR

BUILDINGS

We will cover You for Accidental Loss happening during the Period of Insurance to Your Buildings unless the Loss is excluded.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

- 1 any consequential loss including penalties, loss of use of any property, delays, loss of market;
- 2 exposure to weather conditions where the property is not normally left in the open unless reasonable precautions have been taken to protect the property from those conditions;
- 3 interruption of the supply to the situation of water, gas, electricity or any fuel;
- 4 theft by You or by Your employees;

- 5 fumes, gas, dust, smoke, pollution or contamination;
- 6 normal working, normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
- 7 action of micro-organisms, vermin including birds and possums or insects;
- 8 the inherent nature of the property, or action of light;
- 9 changes in artificially controlled temperature or atmosphere;
- 10 any additional cost of altering or modifying any part of Your refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigerant as required by the Ozone Layer Protection Act 1996;
- 11 the cost of repairing or replacing faulty materials;
- 12 the cost of putting right faulty workmanship;
- 13 the cost of putting right work performed to a faulty or defective design plan or design specification;
- 14 the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design, plan or design specification;
- 15 mechanical, electrical or electronic breakdown;
- 16 electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
- 17 any of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

You are not covered for Loss to:

- 1 Buildings that are in the course of installation, construction, erection, testing or alteration except as provided by the Future Additions Special Extension;
- 2 property in transit other than at premises owned or occupied by You;
- 3 standing timber, growing crops, livestock, trees, hedges, windmills, dams, canals, reservoirs (but not tanks), road or railway tunnels, railway bridges, docks, piers, wharves, any land including topsoil and backfill, unless specified in the Certificate;
- 4 Electronic Data processing systems (other than electronic control equipment associated with any manufacturing process or goods handling process or other similar process) and associated peripheral equipment including data media, software and records;
- 5 any machine or Pressure Vessel that is caused by explosion, overheating, rupture, bursting, cracking, leakage, collapse of steam boilers, or pipes, or economisers or any other Pressure Vessels, due in each case to generated or applied fluid pressure within or without (excluding pressure caused by chemical explosion);

- 6 any refrigeration or air conditioning plant where Loss is as a result of any modification made to enable the plant to operate with a more ozone friendly refrigerant as required by the Ozone Layer Protection Act 1996;
- 7 submersible pump/s or their motor/s.

5 SPECIAL EXTENSIONS AND CONDITIONS TO THIS SECTION

FUTURE ADDITIONS

We will cover You for:

- 1 any new Building from the time construction starts until it is completely constructed; or
- 2 any additions or alterations being carried out to an existing insured Building.

PROVIDED THAT:

- 1 the most We will pay You under this Extension is \$100,000 exclusive of GST;
- 2 cover under this Extension will expire on the renewal date of this policy that follows the completion of the Building unless You have advised Us of the new Building and it has been included in Your Certificate.

6 OPTIONAL EXTENSIONS AND CONDITIONS TO THIS SECTION

NATURAL DISASTER COVER

This Extension applies to those situations, items and/or categories of insured property that have a natural disaster Sum Insured shown on the Certificate. If the Sum Insured is shown, Section 4 extends to include Accidental Loss to those situations, items and/or categories of insured property caused by Natural Disaster Damage and Natural Landslip.

Policy Exclusion Natural Disaster Damage applying to this section of the policy is consequently deleted.

Policy Exclusion Natural Landslip applying to this section of the policy is consequently deleted. However cover under this extension does not include the movement of ground due to below-ground Subsidence, soil expansion, soil shrinkage, soil compacting or Erosion.

Our liability in respect of Natural Disaster Damage and Natural Landslip in any one Period of Insurance will not exceed the total Sum Insured for natural disaster and where more than one situation, item and/or category of insured property is included on the Certificate will not exceed in respect of each situation, item and/or category of insured property the applicable natural disaster Sum Insured.

In respect of each situation at which insured property is located each Loss or series of Losses arising out of:

- 1 one event; or
- 2 a series of events arising from one cause during any one period of 72 consecutive hours.

will be adjusted separately net of salvage and other recoveries.

From the adjusted loss within the coverage of the policy and within the Sum Insured for the situation, item and/or category

of insured property, We will deduct any amount payable under the Earthquake Commission Act for the same event and for the same insured property, as cover under Section 4 - Farm Buildings will only apply in excess of any amount payable under the Earthquake Commission Act.

Your natural disaster Excess payable for any claim will be reduced by any amount payable under the Earthquake Commission Act for the same event and the same insured property.

Your natural disaster Excess will apply to the combined total of all natural disaster claims under Section 4 - Farm Buildings, Section 5 - Farm Contents, Section 8 - FIRE: Fencing, Farm Machinery and Sundry Items and Section 9 - FIRE: Livestock sections of this policy arising from any one event at each situation.

For the purposes of this extension:

- 1 "Earthquake Commission Act" includes the Earthquake Commission Act 1993 and any replacement Act or other statutory scheme providing insurance against natural disaster.
- 2 The amount payable under the Earthquake Commission Act (as defined in this extension) is deemed to include the amount of any excess imposed by the Earthquake Commission Act.

The Natural Disaster Excess shown in the Certificate applies to all costs arising from any one event.

Other than outlined above, any cover provided under the Natural Disaster Cover Extension is subject to the exclusions provided in Section 18 - General Exclusions.

7 WHAT WE WILL PAY

BUILDINGS AND FIXED PLANT

A – IF YOU ARE INSURED FOR "REPLACEMENT SUM INSURED"

We will pay the costs actually incurred up to the Sum Insured specified in the Certificate to rebuild or repair the damaged portion of Your Building as nearly as practicable to the same condition and extent that it was when new. We will use building materials and construction methods which are commonly used at the time of Loss.

Included in these costs are:

- 1 any additional amount if Government or Local Body by-laws require changes to be made. Provided that:
 - Notice of any non-compliance with the statute or local body regulation had not been served on You before the damage occurred; or
 - There has not been an entry made on Your Certificate of Title as required by section 74 of the Building Act 2004;

unless We have agreed to provide cover.

Notwithstanding the provisions of this additional benefit, We will not pay for any additional cost necessary only to comply with any Act of Parliament or regulations made

under or framed in accordance with any Act of Parliament, or regulation or bylaw of any local authority, applicable to the repair, replacement or reinstatement of Your farm Building (or any portion of it) in connection with:

- the building being an earthquake-prone building as described in the Building Act 2004 (and any substitution of, amendment to, replacement of or statutory regulation made under the Act); or
 - the seismic capacity of the Building; or
 - the performance of the Building in an earthquake.
- 2 architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by Us;
 - 3 the cost to demolish and remove the debris including the contents;
 - 4 the cost to replenish fire-fighting equipment used for protecting Your property;
 - 5 the cost to repair or replace Your employees' clothing used to protect Your property.

B – IF YOU ARE INSURED FOR “INDEMNITY VALUE” OR “PRESENT VALUE”

We will pay the cost to rebuild or repair the damaged portion of Your Building.

Included in these costs are:

- 1 architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by Us;
- 2 the cost to demolish and remove the debris including the contents;
- 3 the cost to replenish fire-fighting equipment used for protecting Your property;
- 4 the cost to repair or replace Your employees' clothing used to protect Your property.

We will deduct a suitable allowance from Our payment for depreciation or deferred maintenance.

The most We will pay is the lesser of either the Sum Insured shown on the Certificate or the indemnity value of the damaged property immediately before the Loss.

PROVIDED THAT (applies both A and B):

- 1 You must ensure that the rebuilding or repairing is carried out promptly;
- 2 We will not pay more than the value of the Building at the time of the Loss and in respect to A only until the cost of rebuilding is actually incurred;
- 3 if You do not rebuild or repair the Building We will only pay You the indemnity value immediately before the Loss, and the reasonable costs of demolition and removal of debris including contents;
- 4 if You have elected to build a smaller Building to Your existing one, then We will not pay more than the cost to rebuild to the smaller area one You have selected;

- 5 the maximum We will pay is the Sum Insured shown in the Certificate, or for Sundry Farm Buildings, a maximum of \$10,000 for any one Building.

POWER TELEPHONE POLES AND LINES

We will pay You the indemnity or present value of the items at the time of their Loss making a suitable allowance for fair wear and tear, depreciation and deferred maintenance.

The maximum We will pay is the Sum Insured shown in the Certificate.

LEGAL COST – MORTGAGE

We will cover You for the legal costs associated with the necessary discharge of a mortgage or mortgages following settlement of a claim for a Total Loss. We will pay this in addition to the total loss settlement.

SECTION 5 - Farm Contents

This is Your Farm Contents section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 5 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions, Section 18 - General Exclusions and Section 19 – General Definitions.

1 DEFINITIONS

Baled Hay means cut hay, straw, lucerne, silage including wrapped silage that has been baled, bagged or stacked that You own.

Farm Buildings and Buildings means Your Buildings described in the Certificate and at the situation shown in the Certificate, including:

- walls (except retaining walls and hedges);
- underground services up to 10 metres from the Building;
- the stockyards and pens;
- the Fixed Plant and Machinery;
- tanks, (but not mobile tanks) grain and feed silos and other structures.

All being permanently attached to or forming part of Your Buildings.

Contents means farm plant and machinery, farming tools and equipment (but not motor vehicles, motorcycles, aircraft, watercraft, and self-propelled or trailered or tractor drawn farm vehicles, or implements) and farm stores, packing materials, harvested produce including milk in farm vats, that You own. Harvested produce does not include wool or hay in either a baled or un-baled state. Contents excludes Baled Hay, CB/UHF Radios and Mobile Telephones, Livestock or Baled Wool.

CB/UHF Radios and Mobile Telephones means any citizen band radio or mobile telephone inclusive of aerials, masts and any peripheral apparatus used in connection therewith, all being used in connection with regular farming activities and includes both base and portable units anywhere in New Zealand.

Fixed Plant and Machinery means contents of the Building bolted, screwed, nailed or fastened to the Building and not intended to be removed.

Indemnity Period means the period that starts with the Loss and ends no later than 12 months afterwards during which Your farming operations are affected because of that Loss.

Livestock means any animal that is part of Your farming production.

Baled Wool or Wool means wool that has been graded and baled, which is not otherwise insured.

Goods means farm Contents, Baled Hay, CB/UHF Radios and Mobile Telephones, but only if they are specified in the Certificate. Goods does not mean items of Household Contents as defined in Section 13 – Contents of Dwelling and Section 14 – Personal Effects

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

3 WHAT YOU ARE INSURED FOR

FARM CONTENTS

We will cover You for Accidental Loss other than theft of the items in the Certificate whilst anywhere in New Zealand and happening during the Period of Insurance, unless the Loss is excluded.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

- 1 any consequential loss including penalties, loss of use of any property, delays, loss of market;
- 2 Storm or water damage to goods left in the open;
- 3 interruption of the supply to the situation of water, gas, electricity or any fuel;
- 4 unexplained disappearances or shortages;
- 5 theft;
Note: refer to separate Theft section.
- 6 fumes, gas, dust, smoke, pollution or contamination;
- 7 normal working, normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
- 8 action of micro-organisms, vermin including birds and possums or insects;
- 9 the inherent nature of the property, or action of light except with regard to spontaneous combustion of Baled Hay;
- 10 changes in artificially controlled temperature or atmosphere;
- 11 any additional cost of altering or modifying any part of Your refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigerant as required by the Ozone Layer Protection Act 1996;
- 12 the cost of repairing or replacing faulty materials;
- 13 the cost of putting right faulty workmanship;
- 14 the cost of putting right work performed to a faulty or defective design plan or design specification;
- 15 the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design, plan or design specification;
- 16 mechanical, electrical or electronic breakdown;
- 17 electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the Loss and You can provide evidence of this;
- 18 Contents that are in the course of installation, construction, erection, testing or alteration;

- 19 any of the exclusions listed in the General Exclusions section of the ARGIS Farm policy wording.

You are not covered for Loss to:

- 1 property in transit other than at premises owned or occupied by You;
- 2 Loss as a result of it undergoing any Production Process where the damage is directly caused by the normal operation of that process;
- 3 standing timber, growing crops, deer velvet, livestock, trees, hedges, dams, canals, reservoirs (but not tanks), road or railway tunnels, road or railway bridges, docks, piers, wharves, any land including topsoil and backfill, unless specified in the Certificate;
- 4 Electronic Data processing systems (other than electronic control equipment associated with any manufacturing process or goods handling process or other similar process) and associated peripheral equipment including data media, software and records;
- 5 any machine or Pressure Vessel that is caused by explosion, overheating, rupture, bursting, cracking, leakage, collapse of steam boilers, or pipes, or economisers, or any other Pressure Vessels, due in each case to generated or applied fluid pressure within or without (excluding pressure caused by chemical explosion);
- 6 any refrigeration or air conditioning plant where the Loss is as a result of any modification made to enable the plant to operate with a more ozone friendly refrigerant as required by the Ozone Layer Protection Act 1996;
- 7 Fixed Plant and Machinery;
- 8 submersible pump/s or their motor/s.

5 SPECIAL EXTENSIONS AND CONDITIONS TO THIS SECTION

REWRITING OF RECORDS

We will pay up to \$2,000 in addition to the Sum Insured, for the clerical cost actually incurred in restoration of Your business records and books of account as a direct result of a Loss to Your farm buildings or their Contents insured under Your Farm Buildings or Farm Contents sections, or any other farm buildings or contents policies for which a claim has been accepted.

PROTECTION COSTS

We will pay up to \$10,000 in addition to the Sum Insured, for reasonable costs You incur to prevent or minimize an imminent Accidental Loss to the insured property, provided the Loss would be covered under this policy if it did occur. This benefit will not pay for any fines, penalties or liability incurred by You.

EMPLOYEES' CLOTHING

We will pay up to \$5,000 in addition to the Sum Insured to repair or replace employees' clothing lost or damaged whilst preventing or minimizing an imminent Accidental Loss to the insured property, provided the loss would be covered under this policy if it did occur.

FARMING INTERRUPTION

We will cover You for:

Any reasonable additional costs that You incur during the 12 month Indemnity Period to Maintain Your normal farming operations:

- 1 following a Loss to Your Farm Buildings or their Contents insured under the Farm Buildings or Farm Contents sections, or any other farm buildings or contents policies for which a claim has been accepted;
- 2 following Accidental Loss to Your pastures by fire.

You are not covered for any additional costs incurred in the repair or replacement of property.

LIVESTOCK AND GOODS IN TRANSIT

We will cover Your Livestock and Goods whilst they are being conveyed in any vehicle, including any trailer, and which arises as a direct result of an Accident during the Period of Insurance to the vehicle in which it is being transported anywhere in New Zealand (including between the North and South Islands).

We will cover You for:

- 1 Accidental Loss to farm Contents, Baled Hay, Wool, CB/UHF Radios and Mobile Telephones if shown as insured in the Certificate;
- 2 Accidental death of Livestock or their intentional slaughter for humane purposes;
- 3 rejection by a licensed slaughter house of the carcass of any Livestock because of injury;
- 4 veterinary services administered to prevent the death of Livestock or for treatment where the death of Livestock still occurred, with a maximum of \$1,000;
- 5 costs incurred for the removal of debris, clearance of the site or reloading, with a maximum of \$1,000.

You are not covered for:

- 1 Loss of use of any Livestock;
- 2 theft.

HAZARDOUS SUBSTANCE EMERGENCY

We will cover You for any charge the New Zealand Fire Service is authorised to impose on You in respect of any Hazardous Substance Emergency at Your property during the Period of Insurance.

We will pay these costs where there is damage or threat of damage to the insured property.

'Hazardous Substance Emergency' is as defined in the Fire Service Act 1975.

The most We will pay under this Extension is \$10,000 for any event.

LIVESTOCK WORRY

We will cover You for the Accidental death of Livestock that You own.

Provided that:

- 1 the death occurs during the Period of Insurance, and
- 2 the death is caused by injury inflicted by dogs that are not owned by You, Your family or Your employees.

You are also insured for veterinary fees that You reasonably and necessarily incur for treatment that is administered, relating to a claim We have accepted under this extension.

The maximum We will pay for veterinary fees for any event is \$250.

We will pay You:

- 1 the fair market value of the Livestock but limited to \$2000 any one animal;
- 2 the maximum We will pay is \$10,000 for any one event or claim in total, unless a higher amount is shown in the Certificate.

6 OPTIONAL EXTENSIONS AND CONDITIONS TO THIS SECTION

Where the Certificate shows this extension to apply, We will cover You for:

1 Prevention of Access

We will cover You for the non collection of Your supply milk or other farm produce from Your farm as a result of Accidental Loss by Natural Disaster Damage, Storm or Flood to property, including roads and bridges in the vicinity of Your farm which shall prevent access to Your property whether or not Your property has been damaged.

The most We will pay is the amount shown on the Certificate;

2 Contamination and/or Spoilage

We will cover You for Accidental Loss to Your supply milk, that is caused by:

- contamination, resulting in rejection by Your dairy company;
- spoilage or deterioration following an Accident to Your refrigeration machinery or its controls, electrical switchboards or reticulation;

The most We will pay is the amount shown on the Certificate.

3 Dairy Company Reimbursement

We will cover You for any spoilage or contamination penalties imposed on You and/or any amount You are required to pay to Your dairy company costs incurred by Your dairy company for additional testing, loss of value of tanker load (other than value of Your own milk), segregation, extra transport and processing or disposal of the contaminated milk consignment following a positive testing for milk tanker antibiotic contamination.

The most We will pay is the amount shown on the Certificate.

4 Liquidation, Bankruptcy or Receivership Protection

We will cover You for the actual value of Your farm produce that You have supplied to a recognized processor where the processor goes into bankruptcy, liquidation or receivership, and You have not been paid, or have been short paid, for Your farm produce.

The most We will pay is the amount shown on the Certificate.

5 Natural Disaster Cover

This extension applies to those situations, items and/or categories of insured property that have a natural disaster Sum Insured shown on the Certificate. Section 5 extends to include Accidental Loss to those situations, items and/or categories of insured property caused by Natural Disaster Damage and Natural Landslip.

Policy Exclusion Natural Disaster Damage applying to this section of the policy is consequently deleted.

Policy Exclusion Natural Landslip applying to this section of the policy is consequently deleted. However, cover under this extension does not include the movement of ground due to below-ground Subsidence, soil expansion, soil shrinkage, soil compacting or Erosion.

Our liability in respect of Natural Disaster Damage and Natural Landslip in any one Period of Insurance will not exceed the total Sum Insured for natural disaster and where more than one situation, item and/or category of insured property is included on the Certificate will not exceed in respect of each situation, item and/or category of insured property the applicable natural disaster Sum Insured.

In respect of each situation at which insured property is located each Loss or series of Losses arising out of:

- 1 one event; or
- 2 a series of events arising from one cause during any one period of 72 consecutive hours

will be adjusted separately net of salvage and other recoveries.

From the adjusted loss within the coverage of the policy and within the Sum Insured for the situation, item and/or category of insured property, We will deduct any amount payable under the Earthquake Commission Act for the same event and for the same insured property, as cover under the Farm Contents section will only apply in excess of any amount payable under the Earthquake Commission Act;

Your natural disaster Excess payable for any claim will be reduced by any amount payable under the Earthquake Commission Act for the same event and the same insured property.

Your natural disaster Excess will apply to the combined total of all natural disaster claims under the Farm Buildings, Farm Contents, FIRE: Fencing, Farm Machinery and Sundry Items and FIRE: Livestock sections of this policy arising from any one event at each situation.

For the purposes of this extension:

- 1 "Earthquake Commission Act" includes the Earthquake Commission Act 1993 and any replacement Act or other statutory scheme providing insurance against natural disaster.
- 2 The amount payable under the Earthquake Commission Act (as defined in this extension) is deemed to include the amount of any excess imposed by the Earthquake Commission Act.

The Natural Disaster Excess shown in the Certificate applies to all costs arising from any one event.

Other than outlined above, any cover provided under the Natural Disaster Cover Extension is subject to the exclusions provided in Section 18 - General Exclusions.

7 WHAT WE WILL PAY

FARM CONTENTS

We will pay You the cost to repair or replace the property as nearly as practicable to the same condition and extent that it was when new.

PROVIDED THAT:

- 1 You must ensure that the replacement or repair is carried out promptly;
- 2 the maximum We will pay is the Sum Insured shown in the Certificate;
- 3 We will not pay more than the indemnity value of any Contents until the cost of repair or replacement is actually incurred.

BALED HAY

- 1 We will pay You the cost to replace the Baled Hay of similar quality;
- 2 We will also pay You any reasonable cost of cartage if You replace the hay.

PROVIDED THAT:

- 1 You must ensure that the replacement is carried out promptly;
- 2 the maximum We will pay is the Sum Insured shown in the Certificate.

WOOL

We will pay You the indemnity or present value of the Wool at the time of Loss.

The maximum We will pay is the Sum Insured shown in the Certificate.

FARMING INTERRUPTION

We will pay You all reasonable additional costs that You have incurred to maintain Your normal farming operations.

We will also pay reasonable fees incurred by You in preparing Your claim.

You must support Your claim with full documentation and/or accounts prepared by Your accountant.

The maximum We will pay is \$10,000 unless a greater amount is shown in the Certificate.

LIVESTOCK AND GOODS IN TRANSIT

We will pay You:

- 1 the cost to repair or replace Goods damaged less a suitable allowance for depreciation or fair wear and tear;
- 2 the fair market value of the Livestock but limited to \$2,000 any one animal;
- 3 the maximum We will pay is \$20,000 for any one event or claim in total, unless a higher amount is shown in the Certificate.

Where the items or Livestock are owned by You, in Your custody or control, or of another person or carrier:

- 1 the driver must be licensed to operate the vehicle;
- 2 You or Your driver must not be under the influence of intoxicating liquor or drugs. This does not apply where theft or conversion of the vehicle occurs;
- 3 We will act to recover any amount that You would be entitled to under common law or any Carriage of Goods legislation.

SECTION 6 - Farm Contents Theft

This is Your Farm Contents Theft section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 6 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions, Section 18 - General Exclusions and Section 19 – General Definitions.

1 DEFINITIONS

Baled Hay means cut hay, straw, lucerne, silage including wrapped silage that has been baled, bagged or stacked that You own.

Farm Buildings and Buildings means Your Buildings described in the Certificate and at the situation shown in the Certificate, including:

- walls (except retaining walls and hedges);
- underground services up to 10 metres from the Building;
- the stockyards and pens;
- the Fixed Plant and Machinery;
- tanks, (but not mobile tanks) grain and feed silos and other structures.

All being permanently attached to or forming part of Your Buildings.

Contents means farm plant and machinery, farming tools and equipment (but not motor vehicles, motorcycles, aircraft, watercraft, and self-propelled or trailered or tractor drawn farm vehicles, or implements) and farm stores, packing materials, harvested produce including milk in farm vats, that You own. Harvested produce does not include wool or hay in either a baled or un-baled state. Contents excludes Baled Hay, CB/UHF Radios and Mobile Telephones, Livestock or Baled Wool.

CB/UHF Radios and Mobile Telephones means any citizen band radio or mobile telephone inclusive of aerials, masts and any peripheral apparatus used in connection therewith, all being used in connection with regular farming activities and includes both base and portable units anywhere in New Zealand.

Fixed Plant and Machinery means contents of the Building bolted, screwed, nailed or fastened to the Building and not intended to be removed.

Baled Wool or Wool means wool that has been graded and baled, which is not otherwise insured.

You is extended to include, for this purpose of this policy, Your employees and Family (You and Family are defined in Section 21 - General Definitions).

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

3 WHAT YOU ARE INSURED FOR

FARM CONTENTS

We will cover You for:

Accidental Loss during the Period of Insurance by theft of the items in the Certificate;

- 1 from Your property;
- 2 anywhere in New Zealand but only following forcible entry or threat of violent entry to a locked building or a locked vehicle.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for Loss by:

- 1 any consequential loss including penalties, loss of use of any property, delays, loss of market;
- 2 theft by You;
- 3 unexplained disappearances or shortages;
- 4 any of the exclusions listed in the General Exclusions section of the ARGIS Farm policy wording.

You are not covered for Loss to:

- 1 standing timber, deer velvet, livestock, hedges unless specified in the Certificate;
- 2 money, negotiable securities and instruments, stamps, documents, redeemable vouchers and tokens, franking machine credits, and manuscripts;
- 3 Fixed Plant and Machinery.

5 WHAT WE WILL PAY

We will pay You the cost to repair or replace the property as nearly as practicable to the same condition and extent that it was when new.

PROVIDED THAT:

- 1 You must ensure that replacement or repair is carried out promptly;
- 2 The maximum We will pay is the Sum Insured shown in the Certificate;
- 3 We will not pay more than the indemnity value of any Contents until the cost of repair or replacement is actually incurred.

The maximum We will pay is the Sum Insured shown in the Certificate.

6 SPECIAL EXTENSIONS AND CONDITIONS TO THIS SECTION

We will pay the benefits for the extensions in this Section even if the Sum Insured for Farm Contents Theft has otherwise been exhausted.

STOLEN KEYS

If You suffer Loss by burglary/theft of any key or equivalent device or combination to Your Farm Buildings or believe on reasonable grounds (as determined by Us) that the keys have been copied without Your permission, We will pay the reasonable and necessary cost of altering or replacing the locks and keys. The maximum We will pay is \$3,000.

TEMPORARY PROTECTION

If Your Farm Buildings are damaged as a result of theft or attempted theft, We will pay the reasonable and necessary cost of temporary protection and safety of the Farm Buildings until they are repaired or replaced. The maximum We will pay is \$3,000.

REWARDS COVER

If You suffer Loss by burglary/theft We will cover a reward that You offer and pay to successfully secure the return of insured property, provided:

- 1 the Loss is covered under this policy, and
- 2 We have provided approval prior to offering the reward.

SECTION 7 - Machinery Breakdown and Refrigerated Stock

This is Your Machinery Breakdown and Refrigerated Stock section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 7 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions, Section 18 - General Exclusions and Section 19 – General Definitions.

SECTION ONE: MECHANICAL, ELECTRICAL AND ELECTRONIC BREAKDOWN

1 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss happening during the Period of Insurance and which causes the breakdown of mechanical, electrical or electronic:

- plant;
- machinery;
- apparatus;

that is listed in the Certificate, where the Loss causes breakdown and stoppage, and repairs are required before normal working can be resumed.

We will also cover You for the replacement of refrigerant that is lost from any insured item because of its breakdown, where a valid claim is payable under this section.

2 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

- 1 Losses that are insured or able to be insured under Your Farm Buildings section and Farm Contents section;
- 2 foundations and masonry;
- 3 exchangeable and replaceable parts and tools;
- 4 belts, dies, moulds, ropes, wires, chains, stamps, fuses, brushes, batteries, coatings or engravings on cylinders and rolls, flexible pipes, parts made of glass, rubber, textile or synthetic, felts, sieves, fabrics or electrical contacts;
- 5 lighting, heating elements or protective devices;
- 6 operating media such as fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents, lubricants;
- 7 rust, corrosion, oxidation, wearing away or wearing out of any part, gradual deterioration or changes in normal atmospheric conditions;
- 8 faults that You or Your employees knew about prior to the Period of Insurance;
- 9 Losses recoverable under a maintenance contract, warranty or guarantee;
- 10 damage resulting from experiments, testing or prior to successful commissioning;
- 11 damage resulting from the direct application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul;
- 12 scratching of painted or polished surfaces;
- 13 wasting or wearing away or wearing out of any part caused by or naturally resulting from ordinary use or working;
- 14 alterations, additions, improvements, overhauls, or maintenance;
- 15 provisional repairs unless such repairs form part of the final repairs and do not increase the total repair costs;
- 16 vehicles and mobile plant, drawn equipment and their attachments or accessories unless otherwise stated in the Certificate;
- 17 the additional cost of altering or modifying any part of any refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigeration pursuant to the Ozone Layer Protection Act 1996;
- 18 Loss or damage to any part of any refrigeration or air conditioning plant where the Loss or damage is attributable to any alteration or modification made to enable the plant to operate with a more ozone friendly refrigeration pursuant to the Ozone Layer Protection Act 1996.

PROVIDED THAT:

This will not apply to any plant in respect of which the alteration or modification has been notified to Us and We have agreed in writing to continue this cover knowing of this alteration or modification;

- 19 consequential loss of any kind whatsoever;
- 20 any electrical or mechanical machinery or plant below ground level (apart from submersible pumps or motors in a dairy shed) except where insured as a specified item in the Certificate;
- 21 the cost of removal of machinery from the borehole, deep well/s or reinstallation therein for any amount that exceeds \$1,000 before the application of the Excess specified in the Certificate;
- 22 breakdown of below ground turbine pumps or motors (apart from below ground pumps or motors actually in a Dairy Shed) unless such pump/s or motor/s are fitted with an effective pressure/flow cut out switch to monitor the normal pumping pressure;
- 23 any unattended engine/s unless such engine/s are fitted with an effective automatic safety monitoring device and such device stops the engine in the event of a lubrication or cooling failure;
- 24 plant which is operated outside the limits specified by the manufacturer;
- 25 any of the exclusions listed in the General Exclusions section of the ARGIS Farm policy wording;
- 26 the Excess specified in the Certificate.

3 EXTENSION TO YOUR INSURANCE

ELECTRONIC DATA

We will pay You the reasonable cost to reinstate the data media and Electronic Data lost or destroyed as a result of breakdown of electronic apparatus insured under this policy section. We will not pay for replacement of software for which You do not hold a licence or authority for use.

The most We will pay under this extension is \$10,000.

SECTION TWO: DETERIORATION OF REFRIGERATED STOCK AND SEMEN

4 WHAT YOU ARE INSURED FOR

We will cover You for:

- 1 the deterioration of Your refrigerated stock if it deteriorates to the point where it cannot be used for the purpose for which it was intended as a result of the rise or fall in temperature of the refrigerated cabinet/s or chambers arising from Accidental Loss or electrical breakdown to the refrigeration machinery and where such Loss would normally be covered under Section One of this section;
- 2 the deterioration of Your frozen semen straws or embryos caused by a rise or fall in temperature due to failure of the freezing system;
- 3 any additional expenses reasonably incurred by You to reduce the Loss by transferring the goods to alternative storage.

5 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

- 1 Losses arising from any electrical supply authority withholding or restricting the electricity supply where prior notice has been given;
- 2 Losses arising from any disease, inherent defect, natural putrefaction or fermentation;
- 3 Losses arising from improper storage or improper packing materials;
- 4 any consequential loss including penalties, delays or loss of market;
- 5 contamination by any substance or living organism;
- 6 gradual deterioration;
- 7 semen or embryos failing to meet quality standards, unless caused by a failure of the freezing system;
- 8 any of the exclusions listed in the General Exclusions section of the ARGIS Farm policy wording;
- 9 the Excess specified in the Certificate.

6 EXTENSION TO YOUR INSURANCE

This section is extended to include Your refrigerated stock as a result of:

- 1 contamination by refrigerant into the storage chamber resulting directly from the escape of the refrigerant from the refrigeration plant, other than by leakage;
- 2 the failure of fuses and overload devices protecting the refrigeration machinery in its operation.

7 WHAT WE WILL PAY

SECTION ONE

Where there is not a total Loss:

- 1 We will pay You the cost of restoring the plant/ machinery/apparatus to normal working order including:
 - cost of replacement parts;
 - labour charges and transport costs at ordinary rates;
 - reasonable labour and hire charges for the installation and removal of loan equipment;
 - the cost of dismantling and re-erection;
 - customs duty and taxes;
- 2 We may make a deduction from the claim for any damaged parts which have been replaced, but retain a value.

In the case of total loss:

- 1 an item is deemed a total loss if the cost of the repairs exceeds the present market value of that item;
- 2 We will pay You the replacement cost of electric motor/s and pump/s if not more than five years old, or in the case of all other items, We will pay the value of the item at the time of its Loss, which will be based on the replacement value less 10 percent for depreciation for each year of the age of the electric motor/s and pump/s. In no case will Your contribution exceed 80 percent before applying the Excess;
- 3 We will also pay for the cost of dismantling the damaged machinery and the costs of delivering and erecting a replacement item including reasonable labour and hire charges for the installation and removal of loan equipment.

In all cases the most We will pay is the Sum Insured shown in the Certificate.

SECTION TWO

We will pay You the cost of replacing Your stock immediately prior to the Accident or at Our option We may replace the refrigerated goods.

The most We will pay is the Sum Insured shown in the Certificate.

SECTION 8 - FIRE: Fencing, Farm Machinery and Sundry Items

This is Your FIRE: Fencing, Farm Machinery and Sundry Items section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 8 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions, Section 18 - General Exclusions and Section 19 – General Definitions.

1 DEFINITIONS

Fences means internal fences, boundary fences and shared fences. Fences also means gates that are erected and used in association with that fence.

Fences does not mean:

- domestic fences and gates;
- stock yards attached to buildings.

Live Hedges, Live Shelter Belts, Artificial Windbreaks means the specific items that are shown in the Certificate and are owned by You.

Vehicle means the Vehicle, machinery, implements, tractor attachment, trailer or any other item/s whose details are shown in the Certificate.

2 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss happening during the Period of Insurance to Your property, as detailed in the Certificate, by any of the following causes:

- fire, explosion or lightning;
- malicious acts or vandalism not committed by You, any member of Your Family, Your employee or Your tenant,
- riot, labour disturbance or civil commotion;
- impact by aircraft or any other aerial or spatial device or article dropped from them;
- impact by a falling tree or branch of a tree;
- impact by a falling television or communications antenna, tower, mast or dish;
- Storm; but not Storm damage to gates, Fences, retaining walls, glasshouses or shade houses, Artificial Windbreaks, Live Hedges, Live Shelter Belts or property in the open air;
- Flood in respect of Fences only
- impact by Vehicles in respect of Fences only.

3 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

- 1 any consequential loss whatsoever including penalties, loss of use of any property, delays, loss of market;
- 2 interruption of the supply to the site of water, gas, electricity or any fuel;
- 3 unexplained disappearances or shortages;
- 4 fumes, gas, dust, smoke, pollution or contamination;

- 5 normal working, normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
- 6 action of micro-organisms, vermin including birds and possums or insects;
- 7 the inherent nature of the property, or action of light;
- 8 changes in artificially controlled temperature or atmosphere;
- 9 the cost of repairing or replacing faulty materials;
- 10 the cost of putting right faulty workmanship;
- 11 the cost of putting right work performed to a faulty or defective design plan or design specification;
- 12 the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design plan or design specification;
- 13 mechanical, or electrical or electronic breakdown;
- 14 any of the exclusions listed in the General Exclusions section of the ARGIS Farm policy wording.

You are not covered for Loss to:

- 1 contents that are in the course of installation, construction, erection, testing or alteration;
- 2 property in transit other than at premises owned or occupied by You unless stated otherwise in the Certificate;
- 3 property damaged as a result of it undergoing any Production Process where the damage is directly caused by the normal operation of that process;
- 4 Electronic Data processing systems (other than electronic control equipment associated with any manufacturing process or goods handling process or other similar process) and associated peripheral equipment including data media, software and records;
- 5 any machine or Pressure Vessel that is caused by explosion, overheating, rupture, bursting, cracking, leakage, collapse of steam boilers, or pipes, or economisers, or any other Pressure Vessels, due in each case to generated or applied fluid pressure within or without (excluding pressure caused by chemical explosion);
- 6 any refrigeration or air conditioning plant where the Loss is as a result of any modification made to enable the plant to operate with a more ozone friendly refrigerant as required by the Ozone Layer Protection Act 1996.

4 OPTIONAL EXTENSIONS AND CONDITIONS TO THIS SECTION

NATURAL DISASTER COVER

This extension applies to those situations, items and/or categories of insured property that have a natural disaster Sum Insured shown on the Certificate. Section 8 extends to include Accidental Loss to those situations, items and/or categories of insured property caused by Natural Disaster Damage and Natural Landslip.

Policy Exclusion Natural Disaster Damage applying to this section of the policy is consequently deleted.

Policy Exclusion Natural Landslip applying to this section of the policy is consequently deleted. However, cover under this extension does not include the movement of ground due to below-ground Subsidence, soil expansion, soil shrinkage, soil compacting or Erosion.

Our liability in respect of Natural Disaster Damage and Natural Landslip in any one Period of Insurance will not exceed the total Sum Insured for natural disaster and where more than one situation, item and/or category of insured property is included on the Certificate will not exceed in respect of each situation, item and/or category of insured property the applicable natural disaster Sum Insured.

In respect of each situation at which insured property is located each Loss or series of Losses arising out of:

- 1 one event; or
- 2 a series of events arising from one cause during any one period of 72 consecutive hours

will be adjusted separately net of salvage and other recoveries.

From the adjusted loss within the coverage of the policy and within the Sum Insured for the situation, item and/or category of insured property, We will deduct any amount payable under the Earthquake Commission Act for the same event and for the same insured property, as cover under the FIRE: Fencing, Farm Machinery and Sundry Items section will only apply in excess of any amount payable under the Earthquake Commission Act.

Your natural disaster Excess payable for any claim will be reduced by any amount payable under the Earthquake Commission Act for the same event and the same insured property.

Your natural disaster Excess will apply to the combined total of all natural disaster claims under the Farm Buildings, Farm Contents, FIRE: Fencing, Farm Machinery and Sundry Items and FIRE: Livestock sections of this policy arising from any one event at each situation.

For the purposes of this extension:

- 1 "Earthquake Commission Act" includes the Earthquake Commission Act 1993 and any replacement Act or other statutory scheme providing insurance against natural disaster.
- 2 The amount payable under the Earthquake Commission Act (as defined in this extension) is deemed to include the amount of any excess imposed by the Earthquake Commission Act.

The Natural Disaster Excess shown in the Certificate applies to all costs arising from any one event

Other than outlined above, any cover provided under the Natural Disaster Cover Extension is subject to the exclusions provided in Section 18 - General Exclusions.

5 WHAT WE WILL PAY

FENCES

A - IF YOU ARE INSURED FOR "REPLACEMENT SUM INSURED"

We will pay the costs actually incurred up to the Sum Insured specified in the Certificate to reinstate or repair the damaged portion of Fence as nearly as practicable to the same condition and extent that it was when new. Included in these costs is the cost to demolish and remove the debris.

B - IF YOU ARE INSURED FOR "INDEMNITY VALUE" OR "PRESENT VALUE"

We will pay the cost to reinstate or repair the damaged portion of Fence. Included in these costs is the cost to demolish and remove the debris. We will deduct a suitable allowance from Our payment for depreciation or deferred maintenance.

PROVIDED THAT:

- 1 You must ensure that the reinstating or repairing of the Fence is carried out promptly;
- 2 We will not pay more than the value of the Fence at the time of the Loss and in respect to A above only until the cost of reinstating the Fence is actually incurred;
- 3 if You do not reinstate or repair the Fence We will only pay You the indemnity value immediately before the Loss, and the reasonable costs of demolition and removal of debris;
- 4 if You have elected to cover material costs only, then Our settlement under A or B will only take into account the cost of the materials;
- 5 if You have elected B (indemnity value) the most We will pay is the lesser of either the Sum Insured shown in the Certificate or the indemnity value of the damaged property immediately before the Loss:
- 6 the most We will pay for Flood damage is the lesser of either the Sum Insured shown in the Certificate or \$5,000.

LIVE HEDGES, LIVE SHELTER BELTS

We will pay You the total cost actually incurred up to the Sum Insured specified in the Certificate to:

- remove and clear the damaged trees;
- prepare the area for replanting; and
- replacement seedlings for the damaged trees only.

OTHER THAN FENCES, LIVE HEDGES AND LIVE SHELTER BELTS

We will pay You the cost to repair or replace the property.

We will deduct a suitable allowance from Our payment for depreciation or fair wear and tear.

The most We will pay is the lesser of either the Sum Insured shown in the Certificate or the indemnity value of the damaged property immediately before the Loss.

SECTION 9 - FIRE: Livestock

This is Your FIRE: Livestock section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 9 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions, Section 18 - General Exclusions and Section 19 – General Definitions.

1 DEFINITIONS

Livestock means any animal that is part of Your farming production except for dogs or pets.

2 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss happening during the Period of Insurance to any of Your Livestock as stated in the Certificate, by any of the following causes:

- fire;
- electrocution;
- lightning;
- smothering resulting from fire, electrocution or lightning
- impact by vehicles.

This section is extended to cover Loss to Livestock caused by Storm damage whilst the Livestock is housed in a building. This DOES NOT include rain or water damage unless the Storm has caused an opening in the building.

3 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for Loss by:

- 1 any consequential event including penalties, loss of use of any property, delays, loss of market;
- 2 interruption of the supply to the situation of water, gas, electricity or any fuel;
- 3 unexplained disappearances or shortages;
- 4 theft;
- 5 fumes, gas, dust, smoke, pollution or contamination;
- 6 the inherent nature of the Livestock;
- 7 changes in artificially controlled temperature or atmosphere;
- 8 any of the exclusions listed in the General Exclusions section of the ARGIS Farm policy wording.

You are not covered for Loss to Livestock:

- 1 injured or damaged as a direct result of it undergoing any treatment or process;
- 2 from any illness or disease.

4 VETERINARY FEES

We will pay for veterinary services administered to prevent death to Your animal/s or for treatment where death still occurred.

The maximum We will pay is \$1,000.

5 OPTIONAL EXTENSIONS AND CONDITIONS TO THIS SECTION

NATURAL DISASTER COVER

This extension applies to those situations, items and/or categories of insured property that have a natural disaster Sum Insured shown on the Certificate. Section 9 extends to include Accidental Loss to those situations, items and/or categories of insured property caused by Natural Disaster Damage and Natural Landslip.

Policy Exclusion Natural Disaster Damage applying to this section of the policy is consequently deleted.

Policy Exclusion Natural Landslip applying to this section of the policy is consequently deleted. However, cover under this extension does not include the movement of ground due to below-ground Subsidence, soil expansion, soil shrinkage, soil compacting or Erosion.

Our liability in respect of Natural Disaster Damage and Natural Landslip in any one Period of Insurance will not exceed the total Sum Insured for natural disaster and where more than one situation, item and/or category of insured property is included on the Certificate will not exceed in respect of each situation, item and/or category of insured property the applicable natural disaster Sum Insured.

In respect of each situation at which insured property is located each Loss or series of Losses arising out of:

- 1 one event; or
- 2 a series of events arising from one cause during any one period of 72 consecutive hours

will be adjusted separately net of salvage and other recoveries.

From the adjusted loss within the coverage of the policy and within the Sum Insured for the situation, item and/or category of insured property, We will deduct any amount payable under the Earthquake Commission Act for the same event and for the same insured property, as cover under the FIRE: Livestock section will only apply in excess of any amount payable under the Earthquake Commission Act.

Your natural disaster Excess payable for any claim will be reduced by any amount payable under the Earthquake Commission Act for the same event and the same insured property.

Your natural disaster Excess will apply to the combined total of all natural disaster claims under the Farm Buildings, Farm Contents, FIRE: Fencing, Farm Machinery and Sundry Items and FIRE: Livestock sections of this policy arising from any one event at each situation.

For the purposes of this extension:

- 1 "Earthquake Commission Act" includes the Earthquake Commission Act 1993 and any replacement Act or other statutory scheme providing insurance against natural disaster.

- 2 The amount payable under the Earthquake Commission Act (as defined in this extension) is deemed to include the amount of any excess imposed by the Earthquake Commission Act.

The Excess shown below for each region, applies to all costs arising from any one event.

The Natural Disaster Excess shown in the Certificate applies to all costs arising from any one event.

Other than outlined above, any cover provided under the Natural Disaster Cover Extension is subject to the exclusions provided in Section 18 - General Exclusions.

6 WHAT WE WILL PAY

We will pay You the fair market value of the Livestock.

The maximum We will pay is the Sum Insured shown in the Certificate.

SECTION 10 - Farm Working Dogs

This is Your Farm Working Dogs section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 10 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions, Section 18 - General Exclusions and Section 19 – General Definitions.

1 DEFINITIONS

Full Mortality/Death means Death that is caused by Accident, disease or illness. Whenever the word Death is used in this section, this refers to Full Mortality as defined above.

2 WHAT YOU ARE INSURED FOR

We will cover Your farm working dogs against Death happening during the Period of Insurance.

3 VETERINARY FEES

We will pay for veterinary services administered to prevent the Death of Your ill or injured dog or for treatment where the Death of the dog still occurred. We will also pay for the humane destruction of Your dog if deemed necessary by the attending veterinary practitioner.

The maximum We will pay for all veterinary services is \$500.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

- 1 intentional slaughter unless carried out to end incurable suffering of the dog, and certified by a qualified veterinarian;
- 2 any dog under six months or aged over nine years;
- 3 Death of a dog used for any purpose other than farming at the time of its Death. Farming will include participation in dog trials and droving in connection with Your own farming operation;
- 4 any surgical operation or inoculation other than when it is necessary because of an Accident, disease or illness which occurs during the period of this policy;
- 5 any Loss or damage arising directly or indirectly as a result of any infectious and contagious diseases.
- 6 any of the exclusions listed in the General Exclusions section of the ARGIS Farm policy wording.

5 SPECIAL CONDITIONS

You must tell Us as soon as You know of the Death of any dog. You will need to provide to Us:

- 1 a written statement confirming the probable cause of Death and a veterinary certificate if required by Us;
- 2 any proof of identity We may require, and any other information that We ask for.

You must retain the dog's body. If We wish to inspect it, We will advise You within five (5) working days from the day You advised Us of the Loss.

6 WHAT WE WILL PAY

We will pay You the fair market value of the dog before its Death up to the maximum of the Sum Insured specified in the Certificate.

SECTION 11 - Farmers' Liability

This is Your Farmers' Liability section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 11 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions and Section 18 - General Exclusions.

1 DEFINITIONS

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

Agricultural Plant And Machinery means tractors, tractor attached or drawn implements, farm motorcycles including four wheelers, harvesting equipment, land and soil preparation equipment, earth moving equipment, loading and unloading equipment and other farming equipment but excluding other vehicles such as cars, trucks, utilities or four wheel drive vehicles.

Farming Operations means Your normal regular farming activities including:

- exhibitions and competitions at shows;
- using Your Property for horse or hunt club activities but excluding horse racing, horse treks or horse riding schools;
- the ownership or use of any Agricultural Plant and Machinery (except aircraft, or watercraft over 7.5 metres in length) provided that it is used only for Your own farming operations or Occasional Farm Contracting.
- Any other business operations declared by You and allowed by Us and shown in the Certificate

Genetically Modified Organisms means anything containing transgenic material.

Occasional Farm Contracting means where farm contracting activities do not exceed a 20 percent contribution, in any financial year, towards the combined annual turnover of Your farming business or \$100,000, whichever is the lesser, and does not involve the use of explosives or the application or distribution of insecticides, pesticides, hormones, any other chemical or weed spraying.

Bodily Injury means bodily injury, death, sickness, disease, disability, shock, fright or mental anguish sustained by any person.

Farm Hosting means supplying accommodation to paying guests on a casual basis within a residential building on Your rural property where You permanently reside.

Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Bodily injury or Property Damage which You neither expected nor intended to happen.

Property Damage means Loss or destruction of tangible property including loss of use of tangible Property. "Property" has a corresponding meaning whenever these words are used in this section.

You is extended to include, for the purposes of this section, employees and Family (You and Family are defined in Section 19 - General Definitions).

Employee (only in respect of the Employers Liability section) means any person directly employed by You in the farming operations and from whose remuneration You make PAYE tax deductions.

SECTION ONE: PUBLIC LIABILITY

2 WHAT YOU ARE INSURED FOR

We will cover Your legal liability for claims in respect of:

- 1 Property Damage to the Property of others;
- 2 Bodily Injury of others, except You;

which occurs anywhere in New Zealand during the Period of Insurance as a result of an Occurrence and which arises from Your Farming Operations.

We will also pay Your costs and expenses that are recovered from You by any claimant or incurred by You with Our consent.

The most We will pay under this Section is the Sum Insured shown in the Certificate.

3 WHAT THIS INSURANCE DOES NOT COVER

We will not cover You for any claim made against You:

- 1 that arises from or is connected with products or goods (including food and drink) or any other commodities that You sell or supply. Note: Cover for this is provided for under Section Two;
- 2 for vibration or the removal or weakening or interference with the support of land or buildings, other than described in Special Extensions to Section One under the heading "Vibration or Weakening of Support";
- 3 for any liability in respect to Property Damage to Property owned by You, leased or rented to You, or in Your physical or legal control, other than Property described in Special Extensions to Section One under the heading "Property in Physical or Legal Control";
- 4 for any liability arising from Bodily Injury or Property Damage directly or indirectly caused by pollution or contamination or for the cost of removing, nullifying or cleaning up polluting or contaminating substances. However, We will cover You for liability arising from Bodily Injury or Property Damage during the Period of Insurance and in connection with the business directly caused by pollution or contamination if the Occurrence giving rise to the pollution or contamination:
 - is sudden and Accidental;
 - takes place during the Period of Insurance;
 - is clearly identifiable;

- is confined to one specific location; and
- all reasonable remedial action is immediately taken by You upon discovery.

4 SPECIAL EXTENSIONS TO SECTION ONE

PROPERTY IN PHYSICAL OR LEGAL CONTROL

Exclusion 3 will not apply to Your legal liability for claims as a result of physical Loss or damage to Property which is used, stored or agisted by You in connection with Your Farming Operations for:

- 1 animals which are not owned, leased or rented by You;
- 2 a vehicle in Your physical or legal control, but only where the Property Damage occurs in a car park that You own or operate, providing You do not receive payment from drivers or owners of the vehicles parked;
- 3 other Property which is not owned by You but is in Your physical or legal control, which You are not required to insure under a contract or agreement.

This extension does not apply for any claims made against You arising from Your liability for Property Damage to that part of any Property upon which You are or have been working where the Property Damage arises from Your work, or the cost of performing, completing, correcting or improving any work undertaken by You.

The most We will pay for any claim or series of claims that arise from one Occurrence during any one Period of Insurance is:

- \$200,000 in respect of Property other than animals;
- \$50,000 in respect of animals but limited to \$10,000 any one animal.

CROSS LIABILITY

Where You comprise more than one legal entity each entity will be treated as though separate policies had been issued in separate names.

PROVIDED THAT:

Our liability will not be altered or increased by this extension or exceed the Sum Insured shown in the Certificate for this policy for any Occurrence or Period of Insurance.

SHARE FARMER/MILKER OR EMPLOYEE

We will cover Your legal liability that arises where You cause Loss to the Property of Your share farmer/milker including any member of his/her Family and including their employees provided You have an interest as principal or trustee.

PERSONAL LIABILITY OF OTHERS

We will cover the legal liability of any director, executive officer, trustee, shareholder or employee where they are acting within the scope of that capacity and they become personally liable arising from Your Farming Operations.

ROADSIDE GRAZING

We will cover Your legal liability that arises from the roadside grazing of animals.

PUBLIC ROAD FENCES

We will cover Your legal liability in respect of the erection of a temporary fence on a public road outside Your farm, provided You have received written agreement from Your Local Authority.

OVERSEAS VISITS

We will cover Your legal liability for claims as a result of an Occurrence arising during overseas visits by You or by Your employees, arising out of the incidental performance of clerical, managerial, marketing or sales responsibilities of Your business that occurs during the Period of Insurance. There is no cover in relation to the performance of any physical work of a manual nature.

MOTOR VEHICLE PARKING

We will cover Your legal liability to any customers' or visitors' motor vehicles that are parked on Your farm.

EXEMPLARY DAMAGES

We will cover You for Your legal liability for exemplary damages awarded by any New Zealand court in respect of Bodily Injury to others, except You, happening in New Zealand, provided that:

- 1 there is no cover in respect of such damages arising out of any dishonest or malicious act or omission by You; and
- 2 You have not revealed the existence or terms of this cover without Our written consent unless legally obliged to do so.

The most We will pay in any one Period of Insurance inclusive of any defence costs, is the amount shown on the Certificate, or \$1,000,000, whichever is the lesser.

LANDLORDS LIABILITY

We will cover Your legal liability for direct compensation as a result of Property Damage or Bodily Injury arising in connection with Your legal ownership, but not physical occupation, of any premises.

VIBRATION OR WEAKENING OF SUPPORT

We will cover Your legal liability for from Bodily Injury and/or damage that happens in New Zealand during the Period of Insurance, in connection with:

- 1 Your Farming Operations; and
- 2 the vibration or the removal or weakening or interference with the support of land or buildings.

The most We will pay for any claim or series of claims that arise from one Occurrence during any one Period of Insurance is \$250,000, unless a different amount is shown in the Certificate.

An Excess of \$5,000 applies for each event, unless a different amount is shown in the Certificate.

FOREST AND RURAL FIRES ACT 1977

- 1 We will cover Your legal liability for:
 - levies a fire authority apportions to You under sections 46 or 46A of the Forest and Rural Fires Act 1977; and
 - costs and losses recoverable from You under section 43 of the Forest and Rural Fires Act 1977 (but not otherwise at law), resulting from a fire (or threat of fire), which occurs during the Period of Insurance, in connection with Your business.
- 2 Cover under this Additional Benefit will apply:
 - regardless of whether loss has occurred or not; and
 - to the use of any motor vehicles, mobile plant or machinery, unless that liability is covered elsewhere.
- 3 We will pay up to \$250,000 (or any higher amount shown on the Certificate) for any one Occurrence. This amount is in addition to, and not included in the Sum Insured for Section One Public Liability.

FARM HOSTING

We will cover Your legal liability under Section One for claims arising under the Innkeepers Act 1962 for damage happening during the Period of Insurance and arising from You using Your premise for Farm Hosting in connection with Your Farming Operations.

AERIAL SPRAYING

We will cover Your legal liability in respect of an Occurrence resulting from the spraying of chemicals (except 1080 and 1081 or similar poisons) from an aircraft conducted by a licensed aerial spray contractor engaged by You or on Your behalf, provided that

- 1 any aircraft used is not owned or operated by You, Your employees or in Your physical or legal care, custody or control;
- 2 You or Your employees do not perform the aerial spraying application; and
- 3 You neither own or operate the aerial spray business.

You must take all reasonable precautions to ensure that the chemicals are applied in accordance with the manufacturer's guidelines.

The most We will pay during any one Period of Insurance is \$500,000.

An additional excess of \$5,000 will apply in relation to all claims under this Special Extension.

5 OPTIONAL EXTENSIONS AND CONDITIONS TO SECTION ONE

These extensions only apply when shown in the Certificate, and an extra premium is paid.

MORAL OBLIGATION – ANIMALS

We will cover You for the Accidental Loss during the Period of Insurance to the Property of others anywhere in New Zealand as a result of Your:

- 1 stock trespassing;
- 2 stock escaping;
- 3 stock being driven;
- 4 dogs;

while Your animals are under Your control, or some other person/s with Your permission, including employees.

We will only provide the cover under this extension if there is no other insurance in force covering the Property of others.

The most We will pay under this extension is the Sum Insured shown in the Certificate.

WHAT THIS INSURANCE DOES NOT COVER FOR MORAL OBLIGATIONS – ANIMALS

We will not cover You for:

- 1 legal liability or where liability is assumed by agreement;
- 2 any Loss to any vehicle comprehensively insured (full cover) other than for any Excess or no claims discount imposed by an insurer;
- 3 intentional slaughter unless carried out to end incurable suffering of the animal, and certified by a qualified veterinarian as such;
- 4 any legal costs;
- 5 any consequential loss whatsoever including loss of use.

YOUR OBLIGATION FOR MORAL OBLIGATION – ANIMALS

You must take reasonable care to see that all Your gates are properly closed and fastened and that all Your fences are sound and in a fit state of repair.

You must also take all reasonable precautions to prevent Property Damage of others.

SPECIAL CONDITIONS FOR MORAL OBLIGATION – ANIMALS

You must tell Us as soon as possible following an Accident of the likelihood of a possible claim under this extension.

You will need to consult with Us and We will decide whether We will meet the claim as made by the other person.

WHAT WE WILL PAY FOR MORAL OBLIGATION – ANIMALS

- 1 You are to immediately forward Your payment to Us for the amount of the Excess shown in the Certificate;
- 2 We will pay the fair market value of any Property damaged after deducting any salvage or the reasonable costs actually incurred to have the Property repaired;
- 3 the most We will pay for any claim or series of claims that arise from one source is the Sum Insured shown in the Certificate.

SECTION TWO: PRODUCTS LIABILITY

6 WHAT YOU ARE INSURED FOR

We will cover Your legal liability for claims as a result of an Occurrence arising from Your sale or supply of goods and products (including food and drink) or any other commodities as part of Your Farming Operations, occurring anywhere in the world but excluding the United States of America and/or Canada, their protectorates or dependencies, and which during the Period of Insurance cause:

- 1 Loss to the Property of others;
- 2 Bodily Injury of any person.

We will also pay Your costs and expenses that are recovered from You by any claimant or incurred by You with Our consent.

The most We will pay under this Section during any one Period of Insurance is the Sum Insured shown in the Certificate.

7 SPECIAL EXTENSIONS TO SECTION TWO

PRODUCT RECALL

We will cover reasonable costs You are legally liable to pay for physically recalling or withdrawing products within New Zealand that have already given rise to a claim covered by the Section Two: Products Liability, if We agree that such recall or withdrawal is necessary to prevent similar claims arising.

The most We will pay in respect of all such recalls or withdrawals that happen during the Period of Insurance is \$100,000, unless a different amount is shown in the Certificate.

8 WHAT THIS INSURANCE DOES NOT COVER

We will not cover Your liability for:

- 1 any claims due to failure of the goods to fulfil the purpose for which they are intended;
- 2 Loss to the goods or products themselves;
- 3 Loss to Property that is in Your custody or control;
- 4 the recall or rectification of a Defective Product other than described in Special Extensions to Section Two under the heading "Product Recall".

9 EXCLUSIONS THAT APPLY TO BOTH SECTIONS ONE AND TWO

Your liability is not covered:

- 1 for any claims due to:
 - faulty or defective design, formula or specification;
 - error or omission in advice or treatment given, administered or prepared by You or any other person acting on Your behalf;
- 2 if the Accident arises from the ownership or use of:
 - any aircraft, other than described in Special Extensions to Section One under the heading "Crop Spraying";
 - watercraft over 7.5 metres in length;

- any motor vehicle (other than Agricultural Plant and Machinery as defined in this policy) which is:
 - registered; or
 - required to be registered by any legislation relating to motor vehicles;
 - any Agricultural Plant and Machinery being operated solely as a vehicle and not as a tool of trade;
- 3 for fines, penalties, punitive or exemplary damages imposed on or awarded against You;
 - 4 for any claims that arise out of wrongful arrest, imprisonment, detention or prosecution by any employee or member of Your Family;
 - 5 for economic or pecuniary Loss where no damage to tangible Property occurs;
 - 6 if the Occurrence arises from any motor vehicle which is:
 - being driven in an unsafe condition which causes or contributes to the Occurrence, and which You, or any authorised driver, is aware of, or should have been aware of, by the exercise of reasonable diligence;
 - being driven by You, or any authorised person who is not the holder of a current motor driver's licence for the appropriate class and use if such is required by law, provided that this exclusion shall not operate if the driver had held, and is not disqualified from holding or obtaining and actually obtains, such a licence without a further driving test, nor if any vehicle is being used for the purpose of teaching a learner to drive if all requirements of the law in that connection are being complied with.

The driver must not be in breach of any of the conditions of his or her licence;

- being driven by You or any person:
 - who is under the influence of any intoxicating substance or drug;
 - who has a proportion of alcohol in the blood which exceeds the legal limit prescribed by law. This exclusion shall apply notwithstanding the driver may have died as a consequence of an Occurrence while driving the Vehicle;
 - who has a proportion of alcohol in the breath as ascertained by an evidential breath test subsequently undergone which exceeds the legal limit prescribed by the law;
 - who fails to supply a blood or breath sample as required by the law;
 - who fails to stop or to remain at the scene, following an Occurrence as prescribed by law;
- being loaded, or has been loaded, in excess of the manufacturer's specifications;

- 7 for any liability arising directly or indirectly from:
- transporting, distributing or storing of asbestos;
 - any processing including decontamination, treatment or control of asbestos;
 - the presence of asbestos in any building or structure;
 - asbestos pollution or contamination;
- 8 where You receive a fee for advice and You fail to give advice or You give wrong advice;
- 9 for claims in respect of Property Damage or Bodily Injury arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of or addition to buildings by You or on Your behalf except such erection, demolition, alteration or addition not exceeding in cost a total of \$100,000;
- 10 for claims in respect of a liability arising out of the use by You as a landing area for aircraft of any Property or Structure owned, occupied or controlled by You where such landing area contravenes the provisions of any statute or of any by-law or regulation. The term "landing area includes any area on which aircraft land, take off, are housed, maintained or operated;
- 11 for claims arising from inherent vice or inefficiency or ineffectiveness of any product liability;
- 12 for claims in respect of Property Damage or Bodily Injury caused by or arising out of fire which escapes after being lit by You or any person on Your behalf unless it is carried out in accordance with the current New Zealand Standard appropriate to the work;
- 13
- for Bodily Injury to any Worker arising directly or indirectly out of or in the course of their employment in Your Farming Operations;
 - any claim or claims arising out of the provisions of any industrial award or agreement or determination;
 - any claim or claims for which You are or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any accident compensation legislation;
 - liability imposed or implied under any law relating to wrongful or unfair dismissal, denial of natural justice, defamation, false or misleading conduct or advertising, misrepresentation, harassment or discrimination in respect of employment by You;
 - liability imposed or implied under any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent You would not have been liable in the absence of that award, agreement, determination or contract;
- 14 for any claims where the liability arises from guarantees or warranty conditions or from indemnities given or accepted by You unless You would have been legally liable in the absence of those agreements;
- 15 for any claims caused by any item that is insured for Third Party Property Damage under another contract of insurance;
- 16 for any claims in respect of Property Damage or Bodily Injury to any person arising, directly or indirectly, out of, or in any way involving Your non-compliance with any law, by-law, regulation, licensing condition or recognised standard for the growing, farming, manufacture, handling, transport, storage, processing, sale, supply or distribution of Genetically Modified Organisms including the blending or mixing of Genetically Modified Organisms with other organisms or products, or their pollination by Genetically Modified Organisms;
- 17 You are not insured for loss, liability, prosecution or expense of any type in connection with loss of use of tangible property that has not suffered physical loss or physical damage, where that loss of use is caused solely by:
- Your delay in performing a contract; or
 - the failure of products to meet a level of performance, quality, fitness or durability expressly represented by You;
- 18 for any of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

We will not cover You where liability arises because You have agreed to take liability upon Yourself unless that liability would have attached in the absence of this agreement.

We will also not cover You for any amount awarded or judgment made or decision of any Court outside the of New Zealand.

SECTION THREE: EMPLOYERS LIABILITY

This is Your Employers Liability section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

You should read it together with Section 2 - General Conditions and Section 18 - General Exclusions.

10 WHAT YOU ARE INSURED FOR

This is a "claims made and notified" cover. This means cover is triggered under this Optional Benefit by:

- 1 Your first awareness of:
 - a prosecution against You;
 - an allegation that You have committed an offence; or
 - a circumstance that may give rise to either of these;
- during the Period of Insurance; and

For the purpose of this exclusion, 'Worker' means any person employed by You under a contract of service or deemed to be employed by You pursuant to any accident compensation legislation;

- 2 Your first notification of this to Us, during the same Period of Insurance or within 30 days thereafter.

You are insured for all sums that You become liable to pay (including punitive or exemplary damages) arising from Your Employee sustaining Bodily Injury, provided that:

- 1 the Bodily Injury is sustained:
 - in New Zealand; and
 - after the first inception-date of this policy; and
 - in connection with the business; and
- 2 You first become aware of the prosecution/allegation/circumstance (as set out above) during the Period of Insurance; and
- 3 You have advised Us of the prosecution/allegation/circumstance (as set out above) as soon as possible, but no later than 30 days after the Period of Insurance ends.

We will insure Your liability arising from that prosecution/allegation/circumstance (as set out above) both during and after the Period of Insurance, based on the policy terms that applied at the time You advised Us of that prosecution/allegation/circumstance (as set out above).

We will also pay all legal costs and legal expenses necessarily and reasonably incurred by You to defend any legal action (or threat of legal action) that if proven, would be insured under this policy section.

We will meet these costs even if the legal action seems groundless. For avoidance of any doubt, if You are unsure whether We will pay Your costs and/or expenses, please consult Us before You start to incur any costs and/or expenses.

11 WHAT THIS INSURANCE DOES NOT COVER

We will not cover You for any claim made against You:

- 1 for compensation which is available to any extent under the Accident Compensation Act 2001, or would have been available under the Accident Compensation Act 2001 except for the application of either:
 - a status as an exempt employer under the Act; or
 - Your decision to share some of the accident risk.
- 2 for the mining, processing, transporting, distributing or storing of asbestos, the manufacture or processing of materials that contain asbestos, any process of decontamination, treatment or control of asbestos, the presence of asbestos in any building or structure, pollution or contamination by asbestos.

You are not insured for:

- 1 sums that You become liable to pay under the Employment Relations Act 2000;
- 2 any fine or penalty imposed on You (whether under contract or by statute);

- 3 sums that You become liable to pay in connection with Bodily Injury where:
 - the Bodily Injury is caused by a disease; and
 - Your Employee is first exposed to the conditions leading up to the disease before the first start-date of this policy;
- 4 sums that You are liable to pay under a judgment determined by a Court other than a New Zealand Court. This exclusion applies whether that judgement is enforceable in New Zealand or not;
- 5 liability in connection with pollutants unless caused by a sudden, unintended and unexpected event that happens during the Period of Insurance;
- 6 Your non-compliance with any lawful notice that You receive from an appropriate authority under the Health and Safety in Employment Act 1992.

You must comply within the timeframe specified on the notice. If no timeframe is given, then You must comply within a reasonable time.

SECTION FOUR: STATUTORY LIABILITY

This is Your Statutory Liability section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

You should read it together with Section 2 - General Conditions and Section 18 - General Exclusions.

12 WHAT YOU ARE INSURED FOR

This is a "claims made and notified" cover. This means cover is triggered under this Section by:

- 1 Your first awareness of:
 - a prosecution against You;
 - an allegation that You have committed an offence; or
 - a circumstance that may give rise to either of these; during the Period of Insurance; and
- 2 Your first notification of this to Us, during the same Period of Insurance or within 30 days thereafter.

You are insured for Your legal liability to pay penalties arising from an unintentional commission of an offence under an Act after the retroactive date, in connection with Your Farming Operations that results in:

- 1 You being prosecuted for that offence; or
- 2 You becoming aware of an allegation that You have committed that offence (or of a circumstance that may give rise to such an allegation or prosecution), but only if:
 - You first become aware of that prosecution, allegation or circumstance as set out above during the Period of Insurance; and
 - You notified Us of that prosecution, allegation or circumstance as set out above during the same Period of Insurance, or within the next 30 days.

13 WHAT THIS INSURANCE DOES NOT COVER

We will not cover You for any claim made against You for:

- 1 penalties or reparations You are ordered to pay under the following Acts:
 - Arms Act 1983;
 - Aviation Crimes Act 1972;
 - Commerce Act 1986;
 - Crimes Act 1961;
 - Criminal Investigations (Body Samples) Act 1995;
 - Land Transport Act 1998;
 - Misuse of Drugs Act 1975;
 - Summary Offences Act 1981;
 - any other Act shown on the Certificate as an excluded Act;
- 2 any intentional or reckless commission of an offence under any Act;
- 3 any fine or infringement fee under the Health and Safety in Employment Act 1992;
- 4 any offence in connection with a requirement to pay taxes, duties, levies or any other kind of revenue under an Act;
- 5 any offence that involves You being dishonest or fraudulent;
- 6 any penalty imposed for a continuing offence for the period after You knew, or ought to have known, an offence was being committed; or
- 7 any prosecution, allegation or circumstance You first become aware of before the start of the Period of Insurance.

14 SPECIAL CONDITIONS

At any time We may pay You:

- the Sum Insured shown in Certificate; or
- any lesser amount for which the claim can be settled as full settlement of any claims.

We will deduct any amounts that We have already paid in connection with that claim.

If We do this, We will have no further liability in respect of that claim except to pay Your costs and expenses that You incurred prior to Our full settlement.

15 WHAT WE WILL PAY

SECTION ONE OF THIS SECTION: PUBLIC LIABILITY

The most We will pay for any claim or series of claims that arise from one Occurrence is the Sum Insured shown in the Certificate.

SECTION TWO OF THIS SECTION: PRODUCTS LIABILITY

The most We will pay for all claims that arise during any one Period of Insurance is the Sum Insured shown in the Certificate.

SECTION THREE OF THIS SECTION: EMPLOYERS LIABILITY

The most We will pay for all events, in the aggregate, during the Period of Insurance, is the Sum Insured shown in Your Certificate. The Excess shown in Your Certificate applies to each Bodily Injury sustained by Your Employee.

SECTION FOUR OF THIS SECTION: STATUTORY LIABILITY

We will pay up to the amount shown on the Certificate for this Optional Benefit in the aggregate for all prosecutions, allegations or circumstances during the Period of Insurance inclusive of legal defence costs.

SECTION 12 - Dwelling

This is Your Dwelling section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 12 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions and Section 18 - General Exclusions.

1 DEFINITIONS

House means Your domestic building/s located within the residential boundary at the situation shown in the Certificate and is used only for residential purposes. House includes domestic:

- out buildings and structures including jetties, wharves, pontoons and moorings used for domestic purposes;
- infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone that You own or are liable for;
- paved paths, paved driveways, walls, gates, mailboxes, clothes lines, fences and but not hedges or retaining walls (except for the cover provided under the Retaining Walls additional benefit);
- structural improvements including tennis courts, permanent swimming pools, inground spa pools, sauna but not removable swimming pools or swimming pool linings;
- septic tanks and septic tank systems;
- fixed wall coverings, fixed ceiling coverings, fixed light fittings and fixed floor coverings (other than carpets, and internal window coverings unless You are the contracting seller or purchaser in which case these items will be deemed buildings until settlement), external blinds and awnings.

House does NOT mean a hotel, motel, a building of flats, any strata title unit/s, a caravan or property that a tenant is liable for under the terms of a rental agreement.

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in building costs. The premiums may also be adjusted.

SECTION ONE – ACCIDENTAL LOSS TO YOUR HOUSE

3 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss to Your House happening during the Period of Insurance unless the Loss is excluded. (Houseowners cover also includes Section Two).

4 WHAT THIS INSURANCE DOES NOT COVER

Your House is not covered for Loss by:

- 1 normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation and distortion, marring or scratching;
- 2 mildew, rot, rust or gradual deterioration unless covered by the Gradual Damage benefit;

- 3 action of micro-organisms, vermin (other than possums), birds, or insects;
- 4 the inherent nature of the property or action of light;
- 5 pollution or contamination;
- 6 lifting or shifting the House or alterations or repairs involving the removal of support;
- 7 malicious damage, theft or vandalism by a tenant or their invitees. If the tenant of the dwelling is also Your employee this exclusion 8 will not apply;
- 8 tree lopping or felling by You or anyone else who is acting with Your permission;
- 9 domestic animals or pets owned by You or for which You are legally responsible;
- 10 any of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

Your House is not covered for:

- 1 the cost of repairing or replacing faulty materials;
- 2 the cost of putting right faulty workmanship;
- 3 the cost of putting right work performed to a faulty or defective design plan or design;
- 4 the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design plan or design specification;
- 5 mechanical, or electrical or electronic breakdown unless there is burning out of an electric motor that is less than 10 years old from the electric current therein;

Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings.

The most We will pay is \$10,000 for any one fusion claim;

- 6 electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
- 7 theft or malicious damage by any person residing or invited to Your Home;
- 8 Storm damage to external paint work or other external coatings where no other physical damage has been caused to the painted or coated material by the Storm;
- 9 Storm damage or water damage where Storm or water has entered Your House through an opening purposely made for alteration, renovations or repairs, unless the area is covered by a securely fastened tarpaulin;
- 10 repair or replacement of a shower base or wall where damage has resulted from the escape of liquid from the shower base or wall unless there is a leak from a pipe within the wall cavity or under the shower base;

- 11 Loss or damage in any way connected with the manufacture, storage, or distribution at Your House of any "controlled drug" as defined in the Misuse of Drugs Act 1975.

5 RENTAL COSTS

If Your House cannot be occupied as a direct result of a Loss which is covered under Section One of this section We will pay in addition to the Sum Insured for Building/s as shown in Your Certificate, the reasonable costs of:

- 1 comparable temporary accommodation for You and Your pets; or
- 2 rent that You no longer receive because the House cannot be occupied by tenants; or
- 3 comparable temporary accommodation for Your employee where You are required to provide such accommodation pursuant to a written contract of employment.

The maximum We will pay You is \$30,000 or 20 percent of the Sum Insured for Your House as shown in the Certificate, whichever is the lesser.

If You are insured for Your Contents of Dwelling with Us and We have agreed to pay Your claim for Temporary Accommodation We will not pay for Your Rental Costs under this Dwelling Section.

6 UNOCCUPANCY

If Your House is unoccupied (not resided in overnight) for a period of more than sixty (60) days at any one time, then cover will reduce to only insure damage caused by:

- 1 lightning;
- 2 impact by vehicles and aircraft;
- 3 Storm damage (as long as it is not excluded above).

Unless You obtain Our prior written consent to provide full cover during the unoccupied period.

SECTION TWO – LIABILITY

7 WHAT YOU ARE INSURED FOR

OWNERS LIABILITY COVER

We will cover Your legal liability for claims resulting from Accidents at the House or on any land around the House used for domestic purposes, which during the Period of Insurance cause:

- 1 Loss to the property of others;
- 2 bodily injury of any person, except You.

You are only covered for claims made against You as the owner of the House, but not where You are just the occupier of the House.

FOREST AND RURAL FIRES ACT 1977

We will cover Your legal liability for:

- 1 levies a fire authority apportions to You under sections 46 or 46A of the Forest and Rural Fires Act 1977; and

- 2 costs and losses recoverable from You under section 43 of the Forest and Rural Fires Act 1977 (but not otherwise at law);

for a fire (or threat of fire) which occurs in connection with the ownership of Your House and/or its grounds during the Period of Insurance.

HAZARDOUS SUBSTANCES

We will cover Your legal liability for costs arising from a hazardous substance emergency under the Fire Services Act 1975 at Your House and /or its grounds during the Period of Insurance.

COVER FOR COSTS AND EXPENSES

We will pay Your costs and expenses in settling any claim with a claimant under this Section, as long as those costs (including the settlement itself) have been incurred with Our consent.

8 WHAT THIS INSURANCE DOES NOT COVER

We will not cover You for Accidents arising from:

- 1 Your carrying on a business, trade or profession;
- 2 Your owning or using a mechanically propelled vehicle or craft of any type, or an aerial or space device.

Your liability is not covered:

- 1 if it is liability for damage to property owned by You, or a member of Your Family, or property under Your control or under the control of a member of Your Family;
- 2 where You agree to take liability on Yourself and You would otherwise not have had that liability;
- 3 for claims in respect of property damage or bodily injury arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of or addition to buildings by You or on Your behalf except such erection, demolition, alteration or addition not exceeding in cost the sum of \$100,000;
- 4 for claims in respect of property damage or bodily injury to any person arising out of or in the course of employment where insurance is or would have been provided under any workers compensation legislation applicable to You or any other person. This also applies to agents, contractors and sub-contractors and their employees and dependents;
- 5 for claims in respect of bodily injury to any members of Your Family ordinarily residing with You or with whom You ordinarily reside;
- 6 for fines, penalties, punitive or exemplary damages imposed on or awarded against You, other than those covered under the Forest and Rural Fires Act 1977 and Hazardous Substances sections of this policy;
- 7 any of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

9 WHAT WE WILL PAY

SECTION ONE – HOUSE

A - IF YOU ARE INSURED FOR “INDEMNITY VALUE” OR “PRESENT VALUE”

We will pay the cost to rebuild or repair the damaged portion of Your House.

Included in these costs are:

- 1 architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by Us;
- 2 the cost to demolish and remove the debris including the contents;
- 3 the cost to replenish fire-fighting equipment used for protecting Your property;
- 4 the cost to repair or replace Your employees' clothing used to protect Your property.

We will deduct a suitable allowance from Our payment for depreciation or deferred maintenance.

The most We will pay is the lesser of either the Sum Insured shown on the Certificate or the indemnity value of the damaged property immediately before the Loss.

B - IF YOU ARE INSURED FOR “REPLACEMENT SUM INSURED”

We will pay the costs actually incurred up to the Sum Insured specified in the Certificate to rebuild or repair the damaged portion of Your House as nearly as practicable to the same condition and extent that it was when new. We will use house materials and construction methods, which are commonly used at the time of Loss.

Included in these costs are:

- 1 any additional amount if Government or Local body by-laws require changes to be made;

PROVIDED THAT:

- Notice of any non-compliance with the statute or local body regulation had not been served on You before the damage occurred; or
- There has not been an entry made on Your Certificate of Title as required by section 74 of the Building Act 2004;

unless We have agreed to provide cover.

Notwithstanding the provisions of this additional benefit, We will not pay for any additional cost applicable to the repair, replacement or reinstatement of Your House in connection to the seismic capacity.

- 2 architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by Us;
- 3 the cost to demolish and remove the debris including the contents;
- 4 the cost to replenish fire-fighting equipment used for protecting Your Property;

- 5 the cost to repair or replace Your employees' clothing used to protect Your property.

Provided that (Applicable to A and B):

- 1 You must ensure that the rebuilding or repairing is carried out promptly;
- 2 We will not pay more than the value of the House at the time of the Loss and in respect to A only until the cost of rebuilding is actually incurred;
- 3 If You have elected to build a smaller House to Your existing one, then We will not pay more than the cost to rebuild to the smaller area You have selected;
- 4 If a Loss occurs to any wall, fence, ceiling, light fitting, fixed floor or wall coverings, external blinds and awnings then We will pay for those items in the room, hall, passage, window or the part of the fence where the damage occurred;
- 5 We will not pay more than the value of any single item which is lost or damaged when that item was or is part of a set or pair. We do not give any allowance for any special value the item may have as a pair or set for any depreciation in the remaining part/s.

SECTION TWO – LIABILITY

OWNER LIABILITY COVER

We will pay up to a maximum of two million dollars (\$2,000,000) during the Period of Insurance.

FOREST AND RURAL FIRES ACT

We will pay up to \$250,000 for any one event. This amount is in addition to, and not included in, the maximum We will pay under Section 2 – Owners Liability Cover.

HAZARDOUS SUBSTANCES

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

10 SPECIAL EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

NATURAL DISASTER

Where insured property is covered wholly or in part by the Earthquake Commission Act 1993 (EQC Act) and any Act in substitution of that Act, the following applies:

- 1 If EQC Cover applies:
 - this policy only pays in excess of the maximum cover under the EQC Act; and
 - the most We will pay for Loss to insured property from any event is the difference between Your EQC entitlement (whether or not that is actually paid to You) and the maximum amount payable under this policy for that loss.

2 Where no EQC Cover applies:

Where Your claim for Loss to Your House under this extension is for, or includes, any part of Your House that is not covered under the EQC Act, then the excess will be higher of:

- \$5,000; and
- the excess shown on the Certificate.

GRADUAL DAMAGE

We will pay for gradual damage that is caused by the leaking of any internal water system.

PROVIDED THAT:

- 1 You minimise the damage; and
- 2 prevent any further damage as soon as it is discovered.

We will pay the reasonable cost to repair the damage including the reasonable costs associated with locating the source of the damage.

The most We will pay is \$3,000 for any one event.

RETAINING WALLS

We will pay for loss or damage to retaining walls arising out of any one event,

PROVIDED THAT:

- 1 it is a completed retaining wall;
- 2 the sole purpose of the wall is to retain land; and
- 3 retaining walls more than 1.5 metres in height above ground level have the necessary permit, consent or certificate from the appropriate local authority.

Cover includes the cost of gaining access to the wall, stabilising the soil and providing footings and drainage materials.

The most We will pay is \$10,000 for any one event.

STOLEN KEYS

If You suffer Loss by burglary/theft of any key or equivalent device or combination to Your House or believe on reasonable grounds (as determined by Us) that the keys have been copied without Your permission, We will pay the reasonable and necessary cost of altering or replacing the locks and keys.

The most We will pay is \$1,000.

SPECIAL PROVISION FOR TOTAL LOSS

If You suffer a total loss and Your claim is accepted, and where:

- 1 rebuilding on the same site is not permissible due to Government or Local Authority regulations;
- 2 rebuilding on the same site is not suitable to Your requirements;

then with Our agreement You may carry out the rebuilding at some other site.

PROVIDED THAT:

We will not pay more than the cost to rebuild on the original site.

SALE OF HOUSE

Should any Loss occur to the House and You have already contracted to sell Your interest in the House, We will cover the new owner for the Loss upon the completion of the purchase.

LANDLORD'S CONTENTS

If Your House is rented to tenants, We will pay the cost to repair or replace carpet, loose floor coverings, curtains and internal blinds damaged as a result of a Loss not otherwise excluded under this section.

The most We will pay is \$10,000, providing that the Sum Insured for Your House is not otherwise exhausted.

LANDSCAPING

We will cover You for the cost of replacing trees, plants and shrubs, all of which must be planted in the ground, that have been:

- 1 stolen;
- 2 burnt;
- 3 maliciously damaged;
- 4 damaged by a vehicle.

We will not cover Loss or damage to a lawn.

The most We will pay is \$1,000 any one tree, plant or shrub or \$10,000 any one Loss, providing that the Sum Insured for Your House is not otherwise exhausted.

MODIFICATIONS TO YOUR HOME

We will pay for costs incurred to modify Your home following diagnosis of Your paraplegia or quadriplegia by a registered medical practitioner,

PROVIDED THAT:

the paraplegia or quadriplegia:

- 1 is a direct result of an insured Loss to Your House; and
- 2 continues for a period of 12 months and is considered permanent.

The most We will pay is \$25,000.

TREE REMOVAL

If You suffer a Loss to Your House as a result of impact damage caused by a falling tree that is located within the risk situation and Your claim is accepted, then We will pay for the costs necessarily incurred to cut down and remove the tree or parts of the tree and for treating the tree stump to prevent regrowth.

SECTION 13 - Contents of Dwelling

This is Your Contents of Dwelling section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 13 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 – General Conditions and Section 18 - General Exclusions.

1 DEFINITIONS

Household Contents or Contents means all household goods normally located at the situation shown in the Certificate and includes Your domestic:

- furniture and furnishings which are not built in, clothing, footwear, cosmetics, toiletries, luggage, toys and other personal property;
- paintings and prints, tapestries, Persian or similar rugs, antiques and other works of art;
- home appliances including home appliances hired to You;
- Specified Personal Effects and Unspecified Personal Effects (see Section 14 - Personal Effects for definition of Unspecified Personal Effects which for the purpose of this section will have the same meaning). The most We will pay per claim is 25 percent in total of the Sum Insured shown in Your Certificate for Contents. The most We will pay for any one item, pair or set is \$10,000. You can insure for higher amounts than these by insuring under Section 14 - Personal Effects;
- carpets (whether fixed or not), curtains and other internal window coverings;
- non-permanent swimming pools, portable spa pools or portable saunas;
- bicycles, motorised golf buggies, ride on mowers, wheelchairs and motor cycles (not used for racing) up to 150cc all of which are not required to be registered;
- landlord's fixtures and fittings for which You are legally liable under a rental agreement;
- surfboards, surf-skis, sail boards, watercraft no more than 4 metres long and which do not require registration under any legislation.

If You occupy a strata title home unit or own a strata title home unit "Contents" is extended to include fixtures and structural improvements which are owned by You but are not insured by the body corporate.

Household Contents or Contents does NOT mean:

- unset precious semi-precious stones;
- animals of any description;
- trees, shrubs and other plant life grown outside that are not in pots or tubs;
- motor vehicles, motor cycles and watercraft (except as described above), go-karts, caravans, trailers or their spare parts and accessories except motor spare parts and accessories while not attached to a vehicle;

- aircraft or any aerial or space device (except model aircraft) and their accessories and spare parts.

You is extended to include, for the purposes of this section, Family (You and Family are defined in Section 19 - General Definitions).

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

SECTION ONE – ACCIDENTAL LOSS TO HOUSEHOLD CONTENTS

3 WHAT YOU ARE INSURED FOR

We will cover Your Accidental Loss to Your Household Contents unless the Loss is excluded. We will cover Accidental Loss to Your Household Contents happening during the Period of Insurance whilst they are anywhere in the world provided they have not been permanently removed from the situation shown in the Certificate. The following items are covered even if permanently removed:

- 1 Your sporting equipment securely stored in a club storage room;
- 2 Your Contents that are contained in a bank safe deposit box;
- 3 Your Contents whilst You are a patient at a hospital, nursing home or other medical institution;
- 4 Your personal belongings whilst You are boarding at an educational institution.

4 WHAT THIS INSURANCE DOES NOT COVER

Your Contents are not covered for Loss by:

- 1 normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
- 2 mildew, rot, rust or gradual deterioration;
- 3 action of micro-organisms, vermin (other than possums) birds, or insects;
- 4 the inherent nature of the property, or action of light;
- 5 mechanical, or electrical or electronic breakdown unless there is burning out of an electric motor that is less than 10 years old from the electric current therein;

Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings.

The most We will pay is \$10,000 for any one fusion claim;

- 6 electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
- 7 inherent defect fault or defective workmanship, material or design;

- 8 cleaning, dyeing, repairing, restoring;
- 9 scratching or denting;
- 10 malicious damage, theft or vandalism by a tenant or their invitees. If the tenant of the dwelling is also Your employee this exclusion 10 will not apply;
- 11 tree lopping or felling by You or anyone else who is acting with Your permission;
- 12 domestic animals or pets owned by You or for which You are legally responsible;
- 13 theft or malicious damage by any person residing or invited to Your house;
- 14 Storm damage or water damage where Storm or water has entered Your house through an opening purposely made for alterations, renovations or repairs.

You are not covered for Loss:

- 1 of Contents which are used by You for any business, trade, occupation, or earning of any income whilst not at the situation shown in the Certificate;
- 2 of office and surgery equipment that You use for earning an income whilst not at the situation shown in the Certificate;
- 3 to sport or recreational clothing and equipment while physically in use for the purpose it was intended;
- 4 caused by any of the exclusions listed in the General Exclusions of Your ARGIS Farm policy wording.

5 UNOCCUPANCY

If Your house is unoccupied (not resided in overnight) for a period of more than sixty (60) days at any one time, then cover will reduce to only insure damage caused by:

- 1 lightning;
- 2 earthquakes;
- 3 impact by vehicles and aircraft;
- 4 Storm damage (as long as it is not excluded above).

Unless You obtain Our prior written consent to provide full cover during the unoccupied period.

6 EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

NATURAL DISASTER

Where insured property is covered wholly or in part by the Earthquake Commission Act 1993 (EQC Act) and any Act in substitution of that Act, the following applies:

- 1 this policy only pays in excess of the maximum cover under the EQC Act; and
- 2 the most We will pay for Loss to insured property from any event is the difference between Your EQC Act entitlement (whether or not that is actually paid to You) and the maximum amount payable under this policy for that loss.

CREDIT CARDS COVER

If Your credit or debit cards are lost or stolen and used fraudulently by any person not related to You, We will pay up to \$1,000.

PROVIDED THAT:

- 1 You tell the Police and card organisation within 24 hours;
- 2 You have not been in breach of the terms and conditions of the card organisation;
- 3 Your Loss cannot be recovered from any other source.

GIFTS AND PRESENTS

If You have wedding gifts or Christmas presents belonging to You or others temporarily stored in Your house, We will cover them automatically in the same way as Your Contents.

UNINSURED VISITORS' CONTENTS

We will cover the Household Contents (but not cash and negotiable items) that are located inside Your house which belong to Your visitors in the same way as Your Contents.

PROVIDED THAT:

- 1 there is no cover under any other insurance policy;
- 2 the maximum We will pay is \$1,000.

HOUSEHOLD REMOVAL

If You relocate Your household, We will cover Your Contents whilst in transit, if not otherwise insured, for Loss by fire or Accidental Damage due to the collision or overturning of the conveying vehicle.

We will also cover Your Contents at Your new location or while in temporary storage. We will do this for the remainder of the Period of Insurance and on the same basis that Your Contents were insured at the situation shown in the Certificate. The maximum amount We will pay under this benefit for all Contents at all situations is the amount shown in the Certificate. You should notify Us as soon as possible of Your new situation and postal address.

TEMPORARY ACCOMMODATION

If Your home cannot be lived in because of Loss covered by this section We will pay reasonable and necessary additional costs for up to 12 months equivalent temporary accommodation which You have to pay. We will also pay the reasonable costs of boarding out Your domestic cat/s and/or dog/s that You normally keep at Your home.

The maximum We will pay You is \$25,000 or 20 percent of the Sum Insured shown in the Certificate for Contents of Dwelling, whichever is the lesser.

SECURITY FIRM ATTENDANCE

If You suffer Loss from an accepted claim for burglary or housebreaking and You have incurred costs for a security firm to attend the risk address in response to a monitored alarm signal then We will pay up to a maximum of \$500.

VETERINARY COSTS

We will cover veterinary expenses incurred to treat any domestic small animal pet normally kept at the risk address that is owned by You that is injured as a result of a road accident, fire, lightning, explosion, earthquake, malicious wounding, theft or attempted theft.

The most We will pay is \$250 during any one Period of Insurance.

COMPENSATION FOR DEATH

If You suffer a fatal injury at Your risk address as a result of an accepted claim for fire or physical violence by intruders within ninety (90) days of first sustaining injury, We will pay \$10,000 to Your estate.

The most We will pay under this section is \$10,000 during any one indemnity period.

EMERGENCY STORAGE OF CONTENTS

If You live at the risk address and the buildings are damaged by a Loss covered under the Dwelling section of this policy to the extent that the building can no longer be lived in by You, We will pay the reasonable costs that You incur to move or store Your contents while the buildings are being repaired or replaced, for a maximum period of 12 months.

COMPUTER DATA

If You suffer Accidental Loss to Your computer that is covered by this section and this results in Loss of data stored on Your computer, We will pay for the costs incurred to restore the lost data.

The most We will pay is \$500.

GRADUAL DAMAGE

We will pay for gradual damage that is caused by the leaking of any internal water system.

PROVIDED THAT:

- 1 You minimise the damage; and
- 2 prevent any further damage as soon as it is discovered.

We will pay the reasonable cost to repair the damage including the reasonable costs associated with locating the source of the damage.

The most We will pay is \$3,000 for any one event.

FOOD SPOILAGE

If You suffer Accidental Loss to Your refrigerator or freezer or the power supply is accidentally disconnected (including by an electricity supply company), We will pay for the costs to:

- 1 replace any spoiled food;
- 2 repair any loss or damage caused by the spoiled food.

The most We will pay is \$3,000 for any one event.

SECTION TWO – LIABILITY

7 WHAT YOU ARE INSURED FOR

PERSONAL LIABILITY

We will cover Your legal liability for claims resulting from Accidents occurring anywhere in New Zealand during the Period of Insurance and which cause:

- 1 Loss to the property of others;
- 2 bodily injury of any person.

FOREST AND RURAL FIRES ACT 1977

We will cover Your legal liability for:

- 1 levies a fire authority apportions to You under sections 46 or 46A of the Forest and Rural Fires Act 1977; and
- 2 costs and losses recoverable from You under section 43 of the Forest and Rural Fires Act 1977 (but not otherwise at law);

for a fire (or threat of fire) which occurs during the Period of Insurance.

COSTS AND EXPENSES

We will pay Your costs and expenses in settling any claim with a claimant under this Section, as long as those costs (including the settlement itself) have been incurred with Our consent.

8 WHAT THIS INSURANCE DOES NOT COVER

Your liability is not covered if the Accident arises out of:

- 1 any business, trade or profession;
- 2 liability taken on Yourself and You would otherwise not have had that liability;
- 3 the ownership of land and buildings;
- 4 the ownership or use of any mechanically propelled vehicle including any motor cycle of any description (other than a garden implement, wheelchair or motorised golf buggy all of which are not required to be registered) trailer, caravan, aircraft (other than model aeroplanes) or other aerial or space device;
- 5 the ownership, custody or use of watercraft, however We will cover liability that arises from the ownership, custody or use of any surfboard, sail board, or surf- ski and any watercraft no more than 4 metres long that does not require registration under any legislation.

Your liability is not covered:

- 1 for claims in respect of damage to property which is owned by or in Your physical or legal control or of any person ordinarily living with You or who is engaged in either Your service or the service of any person ordinarily living with You. This exclusion does not apply to claims in respect of damage caused by fire or explosion to buildings not owned by You;

- 2 for claims in respect of bodily injury to any person ordinarily living with You or any person arising out of or in the course of the engagement of such person either in Your service or the service of any person ordinarily living with You;
- 3 for claims arising out of alterations, additions, repairs or decorations to any buildings which exceed in cost a total of \$100,000;
- 4 for claims arising out of sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related disease or the transmission of any communicable disease by You;
- 5 for fines, penalties, punitive or exemplary damages imposed on or awarded against You, other than those covered under the Forest and Rural Fires Act 1977 and Hazardous Substances sections of this policy;
- 6 for property in Your physical and/or legal control.

4 Pairs or Sets

We will not pay more than the value of any single item which is lost or damaged when that item was or is part of a set or pair. We do not give any special allowance for any special value the item may have as a pair or set for any depreciation in the remaining part/s.

SECTION TWO

We will pay up to a maximum of two million dollars (\$2,000,000) during the Period of Insurance.

FOREST AND RURAL FIRES ACT

We will pay up to \$250,000 for any one event. This amount is in addition to, and not included in, the maximum We will pay under Section Two.

9 WHAT WE WILL PAY

SECTION ONE

We will pay You the cost to repair or replace Your Household Contents as nearly as practicable to the same condition and extent that they were when new.

Unless shown separately in the Certificate We will not pay more than:

- 1 \$1,000 in total for any one Loss of money, bullion, negotiable securities or documents of any kind;
- 2 \$2,000 in total for private motor spare parts and accessories while not attached to a vehicle;
- 3 \$2,000 in total for Loss of Contents which are used by You for any business, trade, occupation, or earning of any income, with the exception of office equipment;
- 4 \$15,000 for office and surgery equipment that You use for earning an income;
- 5 \$5,000 in total for any fur, coin or stamp collection, fragile article.

The maximum We will pay will be the replacement Sum Insured specified in the Certificate.

PROVIDED THAT:

- 1 You must ensure that any replacement or repair is carried out promptly;
- 2 We will not pay more than the indemnity value at the time of Loss until the cost of replacement or repair is actually incurred;
- 3 If a Loss occurs to carpet, curtains and other internal window coverings We will only pay for those items in the room or rooms where the damage occurred;

SECTION 14 - Personal Effects

This is Your Personal Effects section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 14 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions and Section 18 - General Exclusions.

1 DEFINITIONS

Whenever these words are used in this section, they mean: **Unspecified Personal Effects** means:

- jewellery, gold and silver articles, furs and watches;
- photographic equipment including video equipment;
- portable radios, televisions, lap top computers, cassette players, CD players, MP3 players, digital media devices and other items which are battery operated;
- mobile or portable phones and PDAs;
- binoculars or telescopes;
- musical instruments;
- sporting or recreational equipment;
- audio compact discs and audio tapes; **Unspecified Personal Effects** does NOT mean:
- unset precious and semi-precious stones;
- motor vehicles, motor cycles and any other motorised vehicles or their accessories such as helmets;
- items used for any business, trade, occupation, or earning of any income;
- money, bullion, negotiable securities or documents of any kind;
- aircraft and aerial devices including but not limited to model airplanes;
- radios or stereo equipment which are fitted or designed to be fitted into motor vehicles;
- tools, plant or machinery;
- video tapes or Electronic Data on computers, computer tapes or discs;
- watercraft more than four metres long;
- watercraft less than four metres long that require registration under any legislation;

Specified Personal Effects means: items specifically named in the Certificate.

You is extended to include, for the purposes of this section, Family (You and Family are defined in Section 19 - General Definitions).

2 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss to Your Unspecified Personal Effects and Specified Personal Effects (as indicated in the Certificate) anywhere in the world and happening during the Period of Insurance unless the Loss is excluded.

3 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for Loss:

- 1 due to wear and tear, depreciation, slowly developing deformation or distortion, marring, scratching or denting;
- 2 due to cleaning, dyeing, repairing or restoring;
- 3 due to the action of micro-organisms, vermin (other than possums);
- 4 due to mechanical, or electrical or electronic breakdown unless there is burning out of an electric motor that is less than 10 years old from the electric current therein; Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings. The most We will pay is \$10,000 for any one fusion claim;
- 5 due to electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
- 6 to any device or appliance arising from a Date Recognition Problem within that device or appliance;
- 7 to sport or recreational equipment and clothing while physically in use for the purpose it was intended;
- 8 by any of the exclusions listed in Section 18 General Exclusions of the ARGIS Farm policy wording.

4 EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

NATURAL DISASTER

Where insured property is covered wholly or in part by the Earthquake Commission Act 1993 (EQC Act) and any Act in substitution of that Act, the following applies:

- 1 this policy only pays in excess of the maximum cover under the EQC Act; and
- 2 the most We will pay for Loss to insured property from any event is the difference between Your EQC entitlement (whether or not that is actually paid to You) and the maximum amount payable under this policy for that loss.

5 WHAT WE WILL PAY

- 1 We will pay You the cost to repair or replace Your Personal Effects as nearly as practicable to the same condition and extent that they were when new.
- 2 The most We will pay for any one item under Unspecified Personal Effects is \$10,000. The most We will pay per claim is the Sum Insured specified in the Certificate.

- 3 The most We will pay for any one item under Specified Personal Effects is the Sum Insured specified in the Certificate for that item.
- 4 For pairs or sets We will not pay more than the value of any single item which is lost or damaged when that item was or is part of a set or pair. We do not give any allowance for any special value the item may have as a pair or set for any depreciation in the remaining part/s.
- 5 You must ensure that any replacement or repair is carried out promptly.
- 6 We will not pay more than the indemnity value at the time of Loss until the cost of replacement or repair is actually incurred.

SECTION 15 - Private, Farm and Business Vehicle

This is Your Private, Farm and Business Vehicle section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 15 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions and Section 18 - General Exclusions.

1 DEFINITIONS

Car means a sedan, station wagon, van or hatchback but not a utility, truck, farm machinery or any other type of Vehicle.

Contents of Caravan/Contents of Caravan Annexe means Your personal belongings used in connection with the caravan. Contents of Caravan does not mean items that would normally be worn or stored away from the caravan.

Farm Vehicle means motor cycle, machinery, implements, tractor attachments, trailer, truck, utility or any other item/s used in Your farming operations, the details of which are shown in the Certificate.

Full Cover means insurance cover in respect of:

- 1 Accidental Loss to Your Vehicle as described in Section One: Cover for Your Vehicle;
- 2 liability for damage to the property of others as described in Section Two: Liability Cover.

Market Value means the retail value of a Vehicle of a similar type, age and condition to the damaged, stolen or destroyed Vehicle immediately before a Loss and adjusted for any special features and with regard to used prices guides and any other relevant information. The value of registration, compulsory insurance and dealer warranties is not included in the market value.

Occasional Farm Contracting means where contracting activities do not exceed a 20 percent contribution, in any financial year, towards the combined annual turnover of Your farming business.

Vehicle means Car, caravan (but does not mean Contents of Caravan and/or Contents of Caravan Annexe) or Farm Vehicle. Vehicle does not mean anything which moves on rails or does not move solely on *terra firma*. The Vehicle also includes its standard tools, accessories and spare parts while either on the Vehicle or in storage on Your property. Vehicle also includes other tools and spare parts for Your Vehicle while in or on Your vehicle up to \$500 in total.

Unspecified Agricultural Vehicles means mobile machinery, implements and tractor attachments excluding anything that moves on rails or does not move solely on *terra firma*.

You is extended to include, for the purposes of this section, Family (You and Family are defined in Section 19 - General Definitions).

2 TYPE OF COVER

You can either have:

- 1 Full Cover as defined above.
- 2 Third Party, Fire And Theft which refers to cover under Section One: Cover for Your Vehicle and Section Two: Liability Cover, however under Section One: Cover for Your Vehicle We will only cover You for Accidental Loss to the Vehicle by:

- fire;
- theft or illegal conversion.

- 3 Fire And Theft (not available for Private Motor).

We will only cover You for Accidental Loss to the Vehicle by:

- fire;
- theft or illegal conversion.

No cover is provided under Section Two: Liability Cover when You select this type of cover.

- 4 Third Party Only which refers to cover under Section Two: Liability Cover of this section only. No cover is provided under Section One: Cover for Your Vehicle when You select this type of cover.

Unless shown otherwise in the Certificate, You will have **FULL COVER**.

3 USE OF THE VEHICLE

PRIVATE CAR

We will cover You while the Car is being used for any of the following:

- 1 for private, social, domestic and pleasure purposes;
- 2 farm purposes;

FARM VEHICLES

We will cover You while the Vehicle is being used:

- 1 in connection with Your regular farming activities, including Occasional Farm Contracting and the carriage of goods;
- 2 for private, social, domestic or pleasure purposes.

4 USES OF THE CAR WHICH ARE NOT COVERED

PRIVATE CAR

We will not cover You while the Car is being used:

- 1 in the course of the business of carrying goods (except farming) or passengers for hire, fare or reward other than under a private pooling arrangement;
- 2 by any person who is acting as a commission agent, commercial traveller, company representative, salesperson, stock and station agent, insurance representative, assessor or loss adjuster or in a similar capacity;

- 3 in connection with the motor trade, other than while being repaired or serviced;
- 4 to carry fare paying passengers;
- 5 either practising for or taking part in any race, time trial, rally, sprint or drag race, or similar motor sport event, demonstration or test;
- 6 under any type of hire arrangement or agreement;
- 7 by a motor driving instructor unless it is to teach You or a member of Your Family to drive.

5 WHO CAN USE THE VEHICLE

We will cover the Vehicle while it is being driven by or is in the care of:

- 1 You;
- 2 any person who has Your permission unless the Certificate shows otherwise.

Temporary lending without charge of any Vehicle will be acceptable provided the Vehicle is used for purposes as mentioned above.

The driver must hold a current motor driver's licence which allows them to operate the type of Vehicle concerned and is current in accordance with the law.

The driver must not be in breach of any of the conditions of their licence.

6 TEACHING TO DRIVE

We will cover the Car while it is being used to teach a person to drive so long as all legal requirements are complied with.

7 YOUR OBLIGATIONS

MODIFICATIONS TO THE VEHICLE

You must let Us know promptly if any modifications are made to the Vehicle which are not standard manufacturer's specifications. We may change the terms of this insurance in those circumstances, because modifications may affect the risk.

CONDITION, MAINTENANCE AND SAFETY OF THE VEHICLE

You must take reasonable steps at all times to make sure that the Vehicle is:

- 1 in a fit condition for its intended use;
- 2 maintained in an efficient condition;
- 3 secure and protected from possible Loss.

INSPECTION OF THE VEHICLE

If We ask to look over the Vehicle You must make it available to Us at a reasonable time and place.

SECTION ONE: COVER FOR YOUR VEHICLE

8 WHAT YOU ARE INSURED FOR UNDER SECTION ONE

COVER FOR YOUR VEHICLE

We will cover You for any Accidental Loss which happens to Your Vehicle during the Period of Insurance unless the Loss is excluded.

COST OF REMOVAL AFTER A LOSS

If a Vehicle is not in a driveable condition following an Accident which results in a valid claim on this insurance, We will reimburse You the reasonable cost of having it removed to the nearest repairer or safe place, in addition to the Sum Insured up to \$2,000.

9 WHAT THIS INSURANCE DOES NOT COVER UNDER SECTION ONE

We will not cover any of the following:

- 1 any Excess which applies under this section of the policy;
- 2 Loss of use of the Vehicle, any costs and expenses which result from this or any other consequential loss whatsoever;
- 3 depreciation or loss of value;
- 4 wear and tear, deterioration, rust or corrosion;
- 5 structural failure, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage;

HOWEVER, We will cover You if the breakdown, failure or breakage is a direct result of any of the following:

- fire, Flood, collision, impact or overturning of the Vehicle;
- the malicious act of any person other than You;

- 6 any Loss which is a result of inadequate or unsuitable cooling or lubrication;

HOWEVER, We will cover You:

for any Loss to the cooling system or lubrication as a direct result of any of the following:

- fire, collision, impact or overturning of the Vehicle;
- the malicious act of any person other than You;

- 7 any Loss to tyres or their tubes by:

- punctures, cuts, splits or bursts;
- the application of brakes;

However We will cover any of these Losses if they are the direct result of Accidental Loss to any other part of the Vehicle if that Loss is covered by this insurance;

- 8 any Loss to belts and chains unless they are the direct result of Accidental Loss to any other part of the Vehicle if that Loss is covered by this insurance;
- 9 any Loss or damage caused by vermin;
- 10 any of the exclusions listed Section 18 - General Exclusions of the Farm Extra policy wording.

10 EXTENSIONS TO SECTION ONE

Unless otherwise indicated the following extensions are provided only if You have insured Your Vehicle for Full Cover.

ADDITIONAL VEHICLE/CHANGE OF VEHICLE

If You acquire an additional Vehicle or change an existing Vehicle during the Period of Insurance We will automatically include the Vehicle in this insurance for the same Type of Cover as the existing Vehicle so long as:

- 1 You already have a policy with Us for Full Cover, Third Party Fire and Theft cover or Fire and Theft cover that covers this type of Vehicle;
- 2 You provide Us with details of the new Vehicle within ten working days from the date of acquisition;
- 3 You pay Us the additional premium which is required for the new Vehicle; and
- 4 the Vehicle purchased is valued at no more than \$100,000.

If You do not tell Us within the ten working days provided by in (2) above, cover for the new Vehicle will cease.

DOMESTIC TRAILER

Where this section covers Your private Car, this section automatically includes Accidental Loss to:

- 1 any domestic trailer owned by You or Your spouse;
- 2 any domestic trailer which You do not own but which is in Your care or control, as long as the Loss is not covered by any other insurance.

The most We will pay for any Loss is \$1,000.

This cover applies whether the domestic trailer is attached to a Car or not.

HOISTS

You are insured for Accidental Loss to hydraulic hoists, provided that:

- 1 the hoist is permanently attached to the insured Vehicle; and
- 2 the Loss is a result of mechanical breakdown or failure of the hoist.

The most We will pay under this extension is \$5,000 for any event.

NEW VEHICLE REPLACEMENT

For the purposes of this section, the insured Vehicle is a Car, Utility or Truck with a gross Vehicle mass of no more than 7,500 kilograms.

If the insured Vehicle becomes a total Loss and is less than one year old from new and has travelled less than 20,000 kilometres and We have accepted Your claim, We will replace the Vehicle with a new one of the same make, model and specification, if it is currently available in New Zealand.

If You do not want the Vehicle replaced with a new one, We will pay You the Market Value of the Vehicle instead.

NOT AT FAULT CLAIMS

You will not have to pay any Excess or lose a no claims bonus if:

- 1 the Accident was entirely caused by the driver of another Vehicle (as determined by Us);
- 2 You can give Us the registration number of the other Vehicle and the name and address of its driver;
- 3 the repair cost of Your Vehicle exceeds the applicable Excess and We are able to legally recover from the third party.

HIRE CAR

If Your Car or Utility suffers Loss or damage (not including windscreen damage) that is a valid claim and We agree that the hire is necessary to enable You to satisfactorily carry out Your farming operations, We will pay up to \$100 per day for the cost of hiring an equivalent Car or utility, additional to the item Sum Insured.

The most We will pay under this extension is \$2,000.

WINDSCREEN EXTENSION

Your no claims bonus will not be affected if a claim is made under Section One: Cover for Your Vehicle of this section for any Accidental Loss to the Vehicle windscreen, window glass, sun roof or the Vehicle's head lamps only.

No Excess will apply to the first claim in any one Period of Insurance for each insured Car or utility up to two tonne where the claim is for Accidental Loss to only the windscreen, window glass, sun roof or the head lamps.

DEATH AND INJURY COVER

This extension is only available if the insured is a private person and the Vehicle is a Car. If You or Your spouse are between the ages of 16 and 70 years and suffer death or injury solely as a result of an Accident to the Car happening during the Period of Insurance, We will pay the following amounts:

- 1 death – \$5,000;
- 2 funeral costs - \$5,000;
- 3 total and permanent Loss of sight of both eyes or the use of both hands or both feet, or one hand and one foot – \$5,000;
- 4 total and permanent Loss of the sight of one eye, or the use of one hand or one foot – \$2,000.

We will only pay if the death or Loss occurs within three calendar months of the Accident, and as a direct result of the Accident.

The most We will pay as a result of any one Accident is \$5,000 and payment will be made to the insured person or the legal representative of that person.

No payment will be made under this extension if the death or injury is caused by suicide or attempted suicide or where the driver is under the influence of any intoxicating substance or drug.

DISABILITY MODIFICATIONS

You are insured for the reasonable costs of any necessary modifications in excess of any entitlement under the Accident Compensation Act 2001 to any one Car, utility or truck should a driver become permanently disabled as a direct result of injury sustained in an Accident.

The most We will pay under this extension is \$5,000.

RETURN HOME COSTS

If You are away from Your home and the Vehicle cannot be driven because of an Accident which results in a claim payable under Section One, You are insured for the reasonable costs You incur:

- 1 return You and any passengers home; and
- 2 to travel and collect Your Vehicle, following repair or recovery away from Your home.

We will pay up to \$3,000 for any one claim.

PREMIUM RETURN

If Your Vehicle is a total Loss, We will:

- 1 keep the premium, which related to that Vehicle, for the period that the policy was in force; and
- 2 return to You the premium, which related to that Vehicle, for the period from the date of loss to the expiry date of the policy, provided:
 - the total Loss occurred through no fault of the driver;
 - the identity of the third party who caused the damage is established; and
 - We are able to legally recover from the third party.

KEY AND LOCKS

You are insured for the reasonable costs You incur to alter or replace the keys and locks of Your insured Vehicle, if the keys are stolen or there are reasonable grounds to believe they have been duplicated without proper authority.

The most We will pay under this extension is \$1,000 for any event.

EMPLOYEES VEHICLES

We will cover Accidental Loss to a Car or utility owned by Your employees, provided that:

- 1 the Vehicle is used in connection with Your farming operations;
- 2 the employee has motor vehicle insurance insuring the Vehicle; and
- 3 the farming use of their Vehicle results in the employee's motor vehicle insurance no longer applying.

The most We will pay under this extension is \$50,000 for any event.

INVALIDATION – FARM VEHICLES ONLY

We will cover You but not the driver for Accidental Loss or damage to Your Farm Vehicle if the Loss or damage arises as a result of the vehicle being used in a manner such that We could otherwise decline Your claim, provided:

- 1 Your Vehicle was being used in such a manner without Your knowledge or consent; and
- 2 We have the right to recover from the driver all costs and expenses incurred in providing cover to You under this additional benefit; and
- 3 You have not compromised or waived any right of recovery against the driver; and
- 4 You co-operate fully in any recovery action.

The most We will pay under this extension is \$100,000 for any event.

CONTENTS OF CARAVAN OR CONTENTS OF CARAVAN ANNEXE

If You have elected to insure the Your Contents of Caravan and/ or Your Contents of Caravan Annexe and this is shown in the Certificate then We will pay for Loss or damage to the Contents of Caravan or Contents of Caravan Annexe caused by:

- 1 fire;
- 2 theft;
- 3 overturning, Accident or collision to Your caravan and/or the vehicle it is attached to;
- 4 Storm except in the case of an annexe made of canvas.

PROVIDED THAT:

The most We will pay is the limit/s shown in the Certificate.

SECTION TWO: LEGAL LIABILITY COVER

11 WHAT YOU ARE INSURED FOR UNDER SECTION TWO

COVER FOR LEGAL LIABILITY

We will cover You for Your legal liability resulting from the Loss to the property of others arising from an Accident caused by or involving the Vehicle including loading and unloading during the Period of Insurance unless such Loss is excluded.

We will also provide the same cover for Your legal liability resulting from the Loss to the property of others arising from an Accident caused by or involving any insured trailer or agricultural implement either attached to or detached from Your Vehicle.

HAZARDOUS SUBSTANCES

You are insured for Your legal liability for costs payable under the Fire Services Act 1975, arising from a hazardous substance emergency, during the Period of Insurance, involving Your Vehicle.

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

GENERAL AVERAGE

You are insured for Your legal liability for any costs You may be required to pay as a result of deliberate Loss incurred in time of danger to prevent the Loss of a ship and/or cargo whilst Your Vehicle is being carried by that ship between ports in New Zealand during the Period of insurance.

LEGAL FEES

If You are charged with manslaughter, careless driving causing death, dangerous driving causing death, or reckless driving causing death arising out of an Accident involving Your Vehicle and We have accepted a claim under Section One of this section, We will pay Your reasonable legal fees incurred with Our consent.

We will pay up to \$2,000 for any one claim.

FOREST AND RURAL FIRES ACT 1977

You are insured for Your legal liability for:

- 1 levies a fire authority apportions to You under sections 46 or 46A of the Forest and Rural Fires Act 1977; and
- 2 costs and losses recoverable from You under section 43 of the Forest and Rural Fires Act 1977 (but not otherwise at law);

for a fire (or threat of fire) which occurs in connection with Your Vehicle during the Period of Insurance.

12 WHAT THIS INSURANCE DOES NOT COVER UNDER SECTION TWO

We will not cover Your legal liability to pay for any:

- 1 Loss to property which belongs to You, or someone else which You or the driver have in Your care or control;
- 2 physical or bodily injury to any person;
- 3 fine, penalty, or punitive, aggravated or exemplary damages;
- 4 damage caused to any road or thoroughfare;
- 5 damage to any bridge or viaduct or weighbridge or any road or path or anything beneath (including the material beneath such structures) by vibration or by the weight of Your Vehicle or the load carried by Your Vehicle;
- 6 damage to underground services including pipes, cables and other installations caused by excavation or drilling;
- 7 of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

13 SPECIAL EXTENSIONS AND CONDITIONS TO SECTION TWO

This section is extended to provide the same cover for legal liability as follows but only if there is no other insurance which covers that liability.

DEATH OR BODILY INJURY

If You have met all of Your statutory requirements, We will cover You for Your legal liability to pay compensation for bodily injury to any person other than:

- 1 You and all members of Your Family;
- 2 any person ordinarily residing with You or with whom You ordinarily reside;
- 3 any person covered by the Accident Compensation Act 2001;
- 4 any person deemed to be covered under any accident compensation legislation including agents, contractors and sub-contractors as a result of an Accident arising out of the use of the Vehicle during the Period of Insurance.

The maximum We will pay under this extension from any one original source or cause is ten million dollars (\$10,000,000). This includes any costs and expenses which are recoverable from You, or incurred by You with Our consent.

OTHER PEOPLE DRIVING YOUR VEHICLE

We will cover the liability of any person who is using Your Vehicle with Your permission and who is not shown in the Certificate as being excluded from this insurance.

YOU DRIVING ANOTHER VEHICLE

We will cover Your liability when using another Vehicle provided that:

- 1 You are not the owner or lessee;
- 2 it is not hired to You under any form of hire agreement and that We would have covered You if You had been driving Your Vehicle.

UNINSURED MOTORISTS EXTENSION

Where the type of cover You have is either Third Party or Third Party, Fire And Theft, We will cover You for Accidental Loss to Your Car happening during the Period of Insurance and arising from a collision with another Vehicle up to a maximum of three thousand dollars (\$3,000).

If Your Car is worth less than the estimated cost to repair, We will pay You the Market Value. In either case the maximum We will pay is \$3,000.

PROVIDED THAT:

- 1 the driver of Your Car was not at fault (as determined by Us);
- 2 You can give Us the registration number of the other Vehicle and the name and address of its driver;
- 3 the driver of the other Vehicle is uninsured;
- 4 We are able to legally recover from the third party.

WEIGHT DAMAGE

You are insured for Your legal liability for Accidental Loss to any property (including roads) caused by the:

- 1 weight of the load being carried by Your Vehicle, and/or
- 2 weight of Your Vehicle.

Exclusion 5 under What This Insurance Does Not Cover does not apply to this extension.

The most We will pay under this extension is \$500,000 for any event. An Excess of \$2,500 applies to this extension.

MOVEMENT OF OTHER VEHICLES

You are insured for Your legal liability for Accidental Loss arising out of the movement by You or any of Your employees of any Vehicle which:

- 1 is parked in a position which prevents or impedes the loading or unloading of Your Vehicle; or
- 2 prevents or impedes the legitimate passage of Your Vehicle.

Exclusion 1 under What This Insurance Does Not Cover does not apply to this extension.

14 EXCLUSIONS SECTIONS ONE AND TWO

There is no cover under any part of this section for any of the following:

ALCOHOL AND DRUGS

There is no cover if an Accident happens while the Vehicle is being used by anyone:

- 1 who is under the influence of any intoxicating substance or drug;
- 2 who has a proportion of alcohol in the blood which exceeds the legal limit prescribed by law. This exclusion shall apply notwithstanding the driver may have died as a consequence of an Accident while driving the Vehicle;
- 3 who has a proportion of alcohol in the breath as ascertained by an evidential breath test subsequently undergone which exceeds the legal limit prescribed by the law;
- 4 who fails to supply a blood or breath sample as required by the law;
- 5 who fails to stop or to remain at the scene, following an Accident as prescribed by law.

If the driver dies from injuries received in an Accident the proportion of alcohol in any blood sample taken from the body of the deceased person will be assumed to be the same proportion which was in his or her blood at the time of the Accident.

PROVIDED this exclusion shall not operate when the Vehicle is stolen.

BREACH OF CONDITIONS OF LICENCE

This policy does not insure any Loss or liability while the Vehicle is being driven or operated by any person who breaches any conditions of their licence (if such is required when driving or operating the Vehicle or its components).

CONSEQUENTIAL LOSS

There is no cover for Loss or liability which results from any consequential Loss whatsoever.

DESIGNATED USE

There is no cover for Loss or liability which results from the Vehicle being used beyond what it is designed and employed for.

DRIVER'S LICENCE

This policy does not insure any Loss or liability while the Vehicle is being driven or operated by any person who is not the holder of a licence for the appropriate class and use, applicable to the operation of the Vehicle or its components, or who breaches any conditions of their licence (if such is required when driving or operating the Vehicle or its components).

This exclusion shall not operate if the insured Vehicle is being used for the purpose of teaching a learner to drive if all requirements of the law are being complied with.

PROVIDED THAT, this exclusion shall not operate in respect of Section One: Cover for Your Vehicle when the Vehicle is stolen or illegally converted.

LIABILITY BY AGREEMENT

There is no cover where liability arises because You have agreed to take liability upon Yourself unless that liability would have attached in the absence of this agreement.

TRANSPORTATION OF HAZARDOUS SUBSTANCES

There is no cover for Loss or liability if the insured Vehicle's recommended carrying capacity exceeds two tonne and was being used at the time of the Accident for the transportation of liquid fuels, compressed or liquefied gases, toxic chemicals, organic peroxides, explosives or any corrosive oxidising, infectious or radioactive substance, unless the Vehicle was being used for Your regular farming activities and not for commercial contract carrying whether occasional or otherwise and such use was not in breach of any legislation.

UNSAFE VEHICLE

There is no cover if an Accident occurs while the Vehicle is not in a safe and road worthy condition unless:

- 1 You can satisfy Us that this did not cause or contribute to the Accident;
- 2 You can show that neither You (nor the person who was using the Vehicle at the time of the Accident) knew of the Vehicle's condition, or could have been reasonably expected to have known.

WILFUL OR DELIBERATE ACTION

There is no cover for wilful or deliberate Loss or liability by You, or by anyone acting with Your knowledge or consent.

15 WHAT WE WILL PAY

CLAIMS UNDER SECTION ONE

We may choose from any of the following options to settle Your claim:

- 1 if You have chosen Your own repairer or You have chosen the repairer We recommend, We will ask the repairer to provide a quotation for the work that is required to repair Your Vehicle. If We authorise the repairer to carry out the repairs, We will pay You, or the repairer, the reasonable costs actually incurred to have Your Vehicle repaired. When it comes to the repair of Your Vehicle, We:

- will repair Your Vehicle to return it to the condition it was in before the incident which damaged Your Vehicle;
 - will use new parts or parts consistent with the age and condition of Your Vehicle;
 - will use manufacturer's approved parts if Your Vehicle is under warranty (but excluding extended warranty);
 - may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if Your windscreen is damaged, We may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer;
 - guarantee the quality of workmanship and materials for the life of the Vehicle (subject to wear and tear);
- 2 if You choose Your own repairer, We may not always authorise the repairs if We are not satisfied that the quote for the repairs is fair and reasonable. If this happens:
- We will pay You the amount that We determine to be fair and reasonable for the repairs. This amount will be determined by a motor vehicle assessor appointed by Us inspecting the damage to Your vehicle, and reviewing, adjusting and/or reducing Your repairer's quote. We may also compare Your repairer's quote with a quote We obtain from a repairer We choose;
 - if We do not authorise repairs and We pay You the amount We determine to be fair and reasonable for the repairs, We will not guarantee the quality of workmanship and materials;
- 3 We:
- will not be responsible for additional costs incurred because of delays in delivery of parts;
 - will not pay for any air-conditioning refit, re-gas or any modification required by law;
 - may require You to contribute to the cost of the repairs if the repairs to Your Vehicle leave it in a condition that is better than the condition it was in before the incident that caused the damage;
 - will not be held liable for any costs incurred where any repairer cannot match the existing paint work;
- 4 if Your Vehicle is insured as a private Car We will pay You the Market Value of the Vehicle;
- 5 if Your Vehicle is not a Car insured as a private Car We will pay You the Market Value of the Vehicle or the Sum Insured, as shown in the Certificate, whichever is the lesser.

Where the Certificate shows an item of unspecified agricultural vehicles, the maximum We will pay is the Sum Insured shown in the Certificate.

If We settle Your claim by paying the Market Value of the Vehicle, then We will retain any proceeds from the wreck. Insurance cover will cease and no refund of premium is payable.

UNAVAILABLE PARTS

If any parts needed for repairs to the Vehicle are unavailable from stock in New Zealand, We will not pay more than:

- 1 the manufacturer's latest list price or quoted prices,
- 2 the actual cost of having the part/s made in New Zealand, whichever costs less.

We will not pay for the cost of any express or airfreight of parts from overseas.

We will not be held liable for any costs incurred where any repairer cannot match the existing paintwork.

CLAIMS UNDER SECTION TWO

We will pay up to ten million dollars (\$10,000,000) in respect of claims under Section Two of this section. This includes any costs and expenses which are recoverable from You, or incurred by You with Our consent.

This is the most We will pay for any claim, or a series of claims which result from the same Accident.

FOREST AND RURAL FIRES ACT

We will pay up to \$250,000 for any one event. This amount is in addition to, and not included in, the maximum We will pay under Section 2 – Legal Liability Cover.

SECTION 16 - Personal Accident and Sickness

This is Your Personal Accident and Sickness section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 16 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section Two - General Conditions and Section 18 - General Exclusions.

1 DEFINITIONS

Benefit means the amount determined in accordance with the Certificate for this policy.

Event means one of the Events described in the Certificate for this policy.

Full Disablement means the inability of the Insured Person, directly resulting from the Injury or Illness, to engage in or perform or attend to the Insured Person's Occupation. The ability to only perform intellectual and/or supervisory duties not of a physical nature will still constitute Full Disablement.

Illness means illness, sickness, disease or debilitating condition.

Injury means external or internal bodily injury caused solely and directly by unforeseen violent, Accidental, external and visible means.

Insured Person means the person who is named as the Insured Person in the Certificate and whose health or life is insured.

Loss Of Use means physical severance or permanent total loss of use which has lasted more than one year and is incurable.

Occasional Farm Contracting means Your contracted services that would normally fall within the scope of Your normal and regular farming activities but shall not exceed 20 percent of Your working activities.

Occupation means the Insured Person's business occupation as shown in the Certificate.

Partial Disablement means the inability of the Insured Person, directly resulting from the Injury or Illness (convalescent) to engage in or perform or attend to a substantial part of the Insured Person's Occupation.

You means, for the purpose of this section, the person taking out this insurance who is named as the Insured in the Certificate and who is to receive any amounts due.

2 WHAT YOU ARE INSURED FOR

If the Insured Person suffers an Event during the Period of Insurance, caused by an Injury or Illness which happens after the commencement of the first Period of Insurance, We will pay You the amount due.

Compensation in respect of hernia is payable only if Illness cover is taken.

3 THE INSURANCE COVER PROVIDED

TIME LIMITS

We will not pay more than 104 weeks disablement in total under Events C and D (either separate or combined) or under Events E and F (either separate or combined).

This period will be reduced by Deferment period.

DEFERMENT PERIOD

We will not pay any weekly benefit for the first seven consecutive days of any disability or for the voluntary deferment period specified in the Certificate (whichever is the greater).

WAITING PERIOD

You cannot claim for Event E for any Illness that the Insured Person suffers within 14 days of the beginning of the first Period of Insurance. We will also not pay for Event E unless the period of disablement is more than seven consecutive days.

RESTRICTIONS

- 1 If You become entitled to more than one of Events A or B (1-26), arising from the same Injury:
 - You will only be entitled to the Event with the greater percentage of disability if that Event includes the Event with the lesser percentage of disability;
 - You shall not be entitled to total amounts greater than the amount payable under Event A.
- 2 If You become entitled to an amount under:
 - Event A or Events B (1-6) then this section will subsequently lapse;
 - any of Events B (7-26), We will not cover You for any subsequent Injury resulting in any of Events B (7-26).
- 3 We will not pay for more than one of Events C, D or E for the same period of time.
- 4 If the Insured Person has a recurrence of Events C, D or E, within 24 months of the end of the previous period of disablement, that arises from the same Injury or Illness for which an amount has already become due, We will treat it as the same claim, subject always to the time limits mentioned above.
- 5 If the Insured Person is entitled to receive benefits under the Accident Compensation Act, the Accident Insurance Act 1998 or any Acts in substitution therefore, then the benefit amount payable under Events C, D, E or F of this section shall be reduced by the amount of such entitlement.

- 6 In respect of all disablement lasting more than 13 weeks the following conditions shall apply to the Benefit payable under Events C, D, E or F of this section after the 13th week of disablement:
- In addition to evidence of disablement the Insured Person must also supply written evidence or other proof of actual loss of earnings as a result of the disablement; and
 - We shall not be liable to pay more than the actual loss of earnings suffered by the Insured Person up to the maximum benefit stated in the Schedule.

4 INSURED EVENTS

If the following Events are shown in the Certificate this section covers Injury resulting in:

A	Death	The Sum Insured shown in the Certificate
B	Total and permanent disability (as listed below) occurring within 104 weeks of the disability	The percentage for each listed disability of the Sum Insured shown in the Certificate
1	Loss of the sight of both eyes	100%
2	Loss of Use of both hands	100%
3	Loss of Use of both feet	100%
4	Loss of Use of a hand and a foot	100%
5	Total and incurable disablement for all further work	100%
6	Total and incurable paralysis of all the limbs	100%
7	Loss of Use of an arm or the greater part of an arm	80%
8	Loss of Use of a leg above the knee	75%
9	Loss of all sight of one eye together with the serious diminution of the sight of the other eye	75%
10	Loss of Use of a hand or of five fingers of a hand or the lower part of an arm	70%
11	Loss of Use of a foot or a leg below the knee	60%
12	Loss of hearing	50%
13	Loss of speech	50%
14	Loss of all sight of one eye	50%
15	Loss of the lens of an eye	30%
16	Loss of Use of a thumb	30%
17	Loss of Use of the forefinger of either hand	20%
18	Loss of Use of the joint of a thumb	15%
19	Loss of Use of two joints of the forefinger of either hand	12.5%
20	Loss of Use of the little finger of a hand	12%
21	Loss of Use of the big toe of either foot	10%
22	Deafness of one ear	10%
23	Loss of Use of two joints of the little finger of either hand	8.5%

24	Loss of Use of the middle or of the ring finger of a hand	8%
25	Loss of Use of two joints of a middle or ring finger of either hand	6.5%
26	Loss of Use of a toe other than the big toe or of a joint of a finger	5%
C	Full Disablement by Injury	The Sum Insured shown in the Certificate for each week of Full Disablement
D	Partial Disablement by Injury	The Sum Insured shown in the Certificate for each week of Partial Disablement
If the following Event is shown in the Certificate this section covers Illness resulting in:		
E	Full Disablement by Illness for each week of Full Disablement	The Sum Insured shown in the Certificate
F	Partial Disablement while convalescent from Result E	The Sum Insured shown in the Certificate for each week of Partial Disablement with a maximum of two weeks

5 WHAT YOU ARE NOT INSURED FOR

This section does not cover:

- 1 any Injury or Illness that results from:
 - the Insured Person's suicide or attempted suicide;
 - intentional self-injury;
- 2 any Injury or Illness that results from the Insured Person taking part in:
 - microlighting or aerial top dressing or air travel, other than as a fare paying or ticket holding passenger in an aircraft fully licensed for the carriage of passengers for hire or reward and operated by a regular airline or established charter service;
 - steer riding and other rodeo activities;
 - any form of competitive organised football code;
 - mountaineering other than as a member of any search and rescue organisation;
 - caving activities;
 - snow skiing, ice skating and other similar winter sports;
 - polo, polo-cross;
 - racing of any kind other than on foot;
 - boxing or wrestling in exhibitions;
 - diving activities involving the use of compressed air;
 - hang-gliding, parachuting or parapenting;
- 3 any Injury or Illness while the Insured Person is under the influence of an intoxicating substance or a drug;
- 4 Illness due wholly or partly to:
 - Human Immuno-deficiency Virus (HIV virus) and/or;
 - any HIV related Illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any other variation of this Illness however arising;

- sexually transmitted diseases;
 - the normal effects of pregnancy or childbirth;
 - Illness due wholly or partly to an outbreak of Highly Pathogenic Avian Influenza or any other disease declared to be a quarantinable disease.
- 5 any of the exclusions listed Section 18 - General Exclusions of the ARGIS Farm policy wording.

6 WORLD WIDE COVER

TERRITORIAL SCOPE

This section covers the Insured Person anywhere in the world.

7 POLICY CONDITIONS

YOUR OBLIGATIONS

- 1 You must notify Us in writing and obtain Our written consent if:
 - the Occupation of the Insured Person changes;
 - at the beginning of each Period of Insurance, the Insured Person has any physical defect, infirmity, Injury or Illness;
 - You take out any other policy covering the Insured Person. You do not need to tell Us about any insurance covering death only, medical expenses insurance, or travel insurance.

We may wish to restrict this section or ask You to pay an additional premium.
- 2 You must comply with all the requirements of this Section and be honest with Us at all times.
- 3 You or anyone acting on Your behalf must not do anything nor allow anything to be done which is fraudulent when taking out this insurance or in seeking to obtain any benefit under this section.

- 4 In the event of any claim the Insured Person must immediately or as soon as possible obtain medical treatment from a registered doctor or hospital and follow any medical advice given.

If You do not meet all these obligations We may decline any claim You make and this section may be considered void.

POLICY CHANGES BY PAYMENT OF CLAIM

If any Event under this section is restricted following the payment of a Claim, You may apply to have that Event reinstated.

We may allow full or restricted reinstatement, We may decline Your application or We may cancel this policy.

OUR RIGHTS

- 1 At any time We ask, the Insured Person must have a medical examination, which We will pay for.
- 2 If the Insured Person dies, We shall be entitled to a post mortem examination at Our cost.
- 3 Death will not be presumed by the disappearance of the Insured Person except if the ship or the aircraft on which he or she was travelling has disappeared, sunk or been destroyed.
- 4 You must provide Us with any information We may reasonably call for to substantiate any claim and We may decline any claim until that information is provided.

8 SPECIAL EXTENSIONS TO THIS SECTION

ANCILLARY OCCUPATION

This section also covers You if the Insured Person is engaged in Occasional Farm Contracting.

EXPOSURE

This Section also covers the Insured Person for an Injury suffered due to exposure to the elements or by Accidentally inhaling water or gas.

REGULAR PAYMENTS

We will pay continuing amounts due under a claim for Events C, D or E only subject to You providing proof of continuing disablement for the period involved when and as often as We may reasonably call for it.

DISAPPEARANCE

If the Insured Person has disappeared for more than one year under circumstances where it can be reasonably assumed that the disappearance has resulted in the Insured Person's death by Injury then We may treat the disappearance as Event A.

You must return any payment if the Insured Person subsequently reappears or We are satisfied on the information We have that the Insured Person has reappeared.

FUNERAL BENEFIT

If a claim is payable for Event A (Death) We will also pay the reasonable burial or cremation expenses (including the reasonable cost of returning the remains of the Insured Person to their place of residence). The maximum We will pay for this benefit is \$5,000.

SECTION 17 - Pleasure Boat

This is Your Pleasure Boat section. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Any cover provided under this section 17 is subject to terms, conditions, limits and exclusions of the policy. You should read it together with Section 2 - General Conditions and Section 18 - General Exclusions.

1 DEFINITIONS

Boat means the following if they are shown in the Certificate:

- Hull;
- Masts/spar, including sails and rigging;
- Motor/s;
- Equipment and Accessories, that are normally used with the Boat;
- Trailer.

Equipment and Accessories means safety equipment intended for the safety or use of a Boat including but not limited to dinghy, anchors, storm covers, echo sounder, radar, life jackets, bilge pumps, two way radios, as long as they are not permanently attached to the Hull.

Hull means the shell shown in the Certificate, including permanent attachments to it, (but not including motors) and would normally be sold with similar boats of similar types.

Market Value means the retail value of a Boat of a similar type, age, and condition to the damaged, stolen or destroyed Boat immediately before a Loss and adjusted for any special features and with regard to used prices guides and any other relevant information.

Motor/s means the inboard and/or outboard motors shown in the Certificate, including stern drive units, jet units, gear boxes, propellers, shafts and skegs.

Trailer means a Boat Trailer or a Trailer specifically designed to carry the Boat, and shown in the Certificate.

You is extended to include, for the purposes of this section, Family. You and Family are defined in Section 19 - General Definitions.

2 MOORING REQUIREMENTS

You must not leave Your Boat moored and unattended for more than twelve (12) consecutive hours unless the Boat is on its normal permanent mooring or any other recognised permanent mooring.

Where the Boat is usually kept on swing moorings, the moorings must be kept properly maintained and lifted and inspected not less than every three (3) years.

3 TERRITORIAL LIMITS

This insurance covers the Boat and liabilities anywhere in New Zealand including inland water, and water up to 50 kilometres from the nearest point of New Zealand's North Island and South Island main land mass (excluding islands), including:

- 1 whilst on land, excluding:
 - transit (unless covered below), or
 - whilst undergoing major structural repairs or alterations
- 2 whilst in transit on a purpose-built means of conveyance, but only if the craft is customarily designed to be transported by such means of conveyance, or
- 3 during slipping, hauling out or re-launching, excluding any period between departure from New Zealand where Customs clearance is required and return to New Zealand where Customs clearance is required.

4 USE OF BOAT

We will cover You while the Boat is being used for any of the following:

- 1 private and pleasure purposes;
- 2 in respect of Boats under wind power only engaging in regattas and similar events.

5 SPECIAL OBLIGATIONS

SAFETY OF THE BOAT

You must take all reasonable steps to safeguard the Boat from Accidental Loss and maintain it in an efficient and seaworthy condition.

INSPECTION OF THE BOAT

If We ask to look over the Boat You must make it available to Us at a reasonable time and place.

FIRE APPLIANCES

Where You are required to have fire appliances installed on Your Boat You must maintain them in proper working order.

SECTION ONE: ACCIDENTAL LOSS TO THE BOAT

6 WHAT YOU ARE INSURED FOR UNDER SECTION ONE

We will cover You for Accidental Loss to the Boat happening during the Period of Insurance unless the Loss is excluded.

7 SPECIAL EXTENSION TO SECTION ONE

We will also cover You for the costs of salvaging and/or wreck removal including expenses incurred in safeguarding or recovering the Boat.

The most We will pay as an Event of any one occurrence under this extension will be twenty five percent (25 percent) of the total Sum Insured shown for the Boat in the Certificate.

8 WHAT THIS INSURANCE DOES NOT COVER UNDER SECTION ONE

We will not cover any of the following:

- 1 any Excess which applies under this section of the policy;
- 2 loss of use of the Boat, any costs or expenses which results from this, or any other consequential loss whatsoever;
- 3 depreciation or loss of value, inherent defect or delamination;
- 4 any Loss caused by gradual deterioration, inherent vice, vermin, borers or marine growth;
- 5 wear and tear, deterioration, rust, corrosion;
- 6 any consequential loss, delay or economic loss whatsoever;
- 7 breakdown, failure, or breakage of any part of component or any of the following:
 - engine and transmission system;
 - any electrical or electronic system;
 - any other mechanically or hydraulically operated system;

or any Loss which this causes to the rest of these systems;

However, We will cover You for any Loss which this breakdown, failure or breakage causes to any other part of the Boat; or

if the breakdown, failure or breakage is a direct result of any of the following:

- fire, collision or impact of or to the Boat;
 - the malicious action of any person other than You;
- 8 any Loss caused by inherent fault or defective workmanship, material or design;
 - 9 any Loss which is the result of unsuitable cooling or lubrication;
HOWEVER We will cover You for any Loss to the cooling system or lubrication as a direct result of any of the following:
 - fire, collision or impact of or to the Boat;
 - the malicious action of any person other than You;
 - 10 any Loss directly arising from use in rapids or shallow river reaches where limited water depth creates conditions of marginal or zero navigability;
 - 11 any Loss by theft:
 - of the Boat unless there is visible evidence that force has been used to remove the Boat, or to gain entry to a locked place of storage;
 - to any outboard motor unless it is securely locked to the Boat by an anti-theft device, or is contained in a locked cabin or building when not in use, or is stolen with the Boat;

- to any loose gear or equipment or other contents of the Boat unless it is contained in a locked cabin or building when not in use, or is stolen with the Boat;
- 12 any Loss to sails and protective covers split by the wind or blown away while set, UNLESS, caused by the spar breaking or by the Boat being stranded, burnt or in collision;
 - 13 any Loss to sails, masts, spars, standing or running rigging while the Boat is racing, UNLESS, the Loss is caused by the Boat being stranded, sunk, burnt or in a collision;
 - 14 any Loss to Equipment and Accessories unless caused directly by the Boat stranding, sinking, being immersed as a result of heavy weather, burning or in collision while on water or land or theft as allowed for in 11 above;
 - 15 to outboard Motors caused by them being dropped, or dropping off, or falling overboard;
 - 16 any of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

SECTION TWO: LEGAL LIABILITY

9 WHAT YOU ARE INSURED FOR UNDER SECTION TWO

We will cover You or any other person using the Boat with Your consent for Your legal liability which results from any Accident happening during the Period of Insurance and which causes:

- 1 Loss to the property of others;
- 2 Accidental death or bodily injury to any person.

In addition We will also pay all costs and expenses incurred by You with Our consent or recoverable from You by any claimant.

10 WHAT THIS INSURANCE DOES NOT COVER UNDER SECTION TWO

We will not cover You under Section Two for any claim made against You:

- 1 where liability arises because You have agreed to take liability upon Yourself unless that liability would have attached in the absence of this agreement;
- 2 for Loss to property that is in Your (or any other person who is using the Boat) custody or control;
- 3 by any employee arising out of or during employment;
- 4 for liability in connection with the use of a trailer while it is attached to a motor vehicle;
- 5 for liability arising out of water skiing or similar sports unless Optional Extension of Water Skiing is shown in the Certificate;
- 6 for any of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

11 SPECIAL EXTENSIONS TO SECTION TWO

This section is extended to provide the same cover for legal liability as follows but only if there is no other insurance which covers that liability.

OTHER PEOPLE USING YOUR BOAT

We will cover the liability of any person who is using the Boat with Your permission and who is not shown in the Certificate as being excluded from this insurance.

TOWING DISABLED BOAT

We will cover Your liability to any disabled Boat being towed without reward, by Your Boat.

USE OF OTHER PERSON'S BOAT

We will cover Your liability where You are personally in control of another person's Boat for pleasure purposes.

FOREST AND RURAL FOREST ACT 1977

We will cover Your legal liability for:

- 1 levies a fire authority apportions to You under sections 46 or 46A of the Forest and Rural Fires Act 1977; and
- 2 costs and losses recoverable from You under section 43 of the Forest and Rural Fires Act 1977 (but not otherwise at law);

for a fire (or threat of fire) which occurs in connection with Your Boat during the Period of Insurance.

12 OPTIONAL EXTENSIONS UNDER SECTION TWO

WATER-SKIING

Where this extension is specified in Your Certificate, then We will include cover under Section Two: Legal Liability of this section in respect of You or any person using Your Boat with Your permission during the Period of Insurance. We will **DECLINE** cover unless at the time when the claim arose:

- 1 the person driving the Boat held a current licence applicable to the class of vessel which includes Your Boat;
- 2 there was on board an adult, competent and experienced observer, other than the driver.

This extension DOES NOT cover claims:

- 1 in respect of death and or bodily injury to You;
- 2 in respect of damage to Your property or property belonging to any member of Your Family that normally resides with You;
- 3 against You or any other person who may have a financial interest in Your Boat;
- 4 arising from water skiing activities involving the use of any aerial device or ski ramp;
- 5 arising from competition water-skiing;
- 6 arising from towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (e.g. surfboards or tyre tubes).

This extension is at all times subject to the terms and conditions of the policy.

13 GENERAL EXCLUSIONS – SECTIONS ONE AND TWO

There is no cover under any part of this section for any of the following:

- 1 if there is an Accident during racing, or during speed competition or for reliability trials (or practices for those events) and Your Boat is under power by a motor;
- 2 if there is an Accident while the Boat is on hire or charter to others or is being used for anything but private or pleasure purposes;
- 3 if there is an Accident while the Boat is being used by anyone who is under the influence of any intoxicating substance or drug;
- 4 if liability arises or there is a Loss resulting from Your wilful or deliberate action, or the wilful or deliberate action of a person acting with Your knowledge and consent;
- 5 Loss directly or indirectly caused by or liability incurred as a result of the actual or potential discharge, emission, spillage or leakage upon or into the seas, land or air of any chemical (including fuels) or other substances of any kind;
- 6 any fines, penalties, punitive or exemplary damages whatsoever;
- 7 any of the exclusions listed in Section 18 - General Exclusions of the ARGIS Farm policy wording.

14 WHAT WE WILL PAY

CLAIMS UNDER SECTION ONE

We may choose to repair the damage or to pay You the amount of the Loss not exceeding the Market Value of Your Boat at the time of Loss or the Sum Insured shown in the Certificate whichever is the less.

We will also pay reasonable salvage charges and/or wreck removal expenses incurred by You relating to the Boat with a maximum of the amount specified in the Special Extension to Section One of this section.

Where the repair or replacement of damage substantially improves the condition of the Boat beyond the condition it was in before the Accident, We can ask You to contribute a reasonable amount towards the repair, which You must do.

CLAIMS UNDER SECTION TWO

We will pay up to two million dollars (\$2,000,000) in respect of claims under Section Two of this section. This includes any costs and expenses which are recoverable from You, or incurred by You with Our consent.

This is the most We will pay for any claim, or for a series of claims which result from the same Accident.

If both You and another person (or persons) are entitled to cover under this section for legal liabilities which result from the same Accident, then We will cover Your legal liabilities first.

FOREST AND RURAL FIRES ACT

We will pay up to \$250,000 for any one event. This amount is in addition to, and not included in, the maximum We will pay under Section 2 – Legal Liability.

SECTION 18 - General Exclusions

There is no cover under any of the sections of Your policy for any of the following:

1 ACTION BY AUTHORITIES

We will not cover any Loss or liability caused by confiscation, nationalisation or requisition by the order of Government or local authorities but We will pay for damage as a result of such an order if it is to prevent fire or other damage that is covered by these policies.

2 APPLICATION OF HEAT

We will not cover any Loss or damage to any property arising directly from the property undergoing a process necessarily involving the application of heat.

3 CONSEQUENTIAL LOSS OR DAMAGE

We will not cover consequential loss or liability whatsoever under any section of this policy.

4 EXCESS

We do not pay any Excess (including voluntary or additional Excess).

However, when the Loss or damage occurs to more than one item or section from the same cause or event in any one period of 72 consecutive hours, then the Excess payable by You will be the highest applicable section Excess. In the case of earthquake, all Losses occurring within the period of 72 hours of the earthquake is regarded as one event.

5 NATURAL DISASTER DAMAGE

We will not cover any Loss or liability caused by Natural Disaster Damage.

This exclusion will not apply to the Farm Contents Theft, Private, Farm and Business Vehicle, Personal Accident and Sickness, Farmers Liability and Pleasure Boat sections of this policy.

6 NATURAL LANDSLIP

We will not cover any Loss or liability caused by Natural Landslip.

7 INFORMATION TECHNOLOGY

- 1 We will not cover any Loss or damage directly or indirectly caused by, resulting from or in connection with:
 - total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data (as defined in section 19 – General Definitions); or
 - error in creating, amending, entering, deleting or using Electronic Data; or
 - total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all; or

- the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by You or on Your behalf; or

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

- 2 However, in the event that a “peril” listed below is caused by any of the matters described in paragraph 1 above, We will cover:
 - Loss to property caused by such listed peril; and/or
 - consequential Loss.

Subject to all other policy terms, conditions and exclusions.

A “peril” in this exclusion means fire, lightning, thunderbolt, explosion, earthquake, subterranean fire, volcano, impact by aircraft or other aerial objects therefrom, impact by any Vehicles or animal, impact by trees, or branches, hail, water, rainwater, weight of snow, bursting overflowing discharging or leaking of water tanks apparatus or pipes or sprinkler installation.

The terrorism exclusion in this policy prevails over this exclusion.

8 TERRORISM

We will not cover:

- 1 death, injury, illness, Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of 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;
- 2 death, injury, illness, Loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any ‘Act of Terrorism’.

An ‘Act of Terrorism’ in this exclusion includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- 1 involves violence against one or more persons; or
- 2 involves damage to property; or
- 3 endangers life other than that of the person committing the action; or
- 4 creates a risk to health or safety of the public or a section of the public; or
- 5 is designed to interfere with or to disrupt an electronic system.

9 WAR AND NUCLEAR DISASTERS

We will not cover any Loss, damage, destruction, liability, sickness or injury caused by or arising from:

- 1 acts of foreign enemies, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power, civil commotion assuming the proportions of or amounting to a popular rising, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- 2 nuclear reaction, nuclear radiation, nuclear weapons material or ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. (For the purpose of this exclusion, 'combustion' includes any self-sustaining process of nuclear fission).

10 WILFUL ACTS

We will not cover any claims arising directly or indirectly from, or in connection with any wilful Loss or liability by You, Your employee or Your agent.

11 ASBESTOS

We will not cover any liability whatsoever for any claim or claims in respect of personal injury or Property Damage directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

12 COVER DELAY FOR NEW POLICIES AND COVER INCREASES

We will not cover Loss, damage or destruction arising directly or indirectly from bushfire, grass fire, scrub fire, Storm, or Flood occurring within 48 hours of:

- 1 the commencement of the first Period of Insurance of this policy;
- 2 The commencement of any increase in cover or additional inclusion in cover but this restriction only applies to the amount of the increase or the additional inclusion.

However, this exclusion above does not apply where:

- 1 this policy started immediately following another policy that also insured the same property against the risks of bushfire, grass fire, scrub fire, Storm, Flood or Landslip; or
- 2 this policy was taken out at the time You purchased the property.

SECTION 19 - General Definitions

The following definitions apply to the sections You have purchased in Your ARGIS Farm policy unless the context requires otherwise. Reference to the singular include the plural and vice versa.

ACCIDENT

means an unintended and unforeseen happening or event by You. 'ACCIDENTAL' has the corresponding meaning.

CERTIFICATE

means ARGIS Farm Certificate issued to You. This includes any certificate or attachment which is issued to renew or endorse Your insurance.

DATE RECOGNITION PROBLEM

means the failure of any:

- computer or auxiliary equipment;
- computer system, software program or spreadsheets;
- data processing equipment, media or auxiliary equipment;
- microchip, integrated circuit or similar device;
- telecommunications equipment or systems.

Or any other system for processing, storing, transmitting, retaining or returning data, whether it is Your property or not, and occurring before, during or after the year 2000 to:

- correctly recognise any date as its true calendar date or its true value;
- capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data, information, command, instruction as a result of treating any date otherwise than its true calendar date or its true value;
- capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated above, being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

ELECTRONIC DATA

means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

EROSION

Erosion means the gradual wearing away of the land by the actions of water, wind, or ice or all of those phenomena in combination.

EXCESS

means the first amount of any claim which You must bear because You are not insured for this amount.

FAMILY

means persons who normally reside with You permanently and includes but is not limited to:

- Your spouse or defacto spouse;
- Your or Your spouse's or defacto's unmarried children;
- Your parents or Your spouse's or defacto's parents;
- Your or Your spouse's or defacto's brothers or sisters;
- Your or Your spouse's or defacto's children whilst at boarding school, tertiary hall of residence, or private house where Your child is boarding, while Your child is studying away from Your house.

FLOOD

means, the covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam.

LANDSLIP OR LANDSLIDE

means the movement (whether by way of falling, sliding or flowing or by a combination thereof) of ground-forming materials composed of natural rock, soil artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground.

LOSS

means physical loss, damage or destruction.

NATURAL DISASTER DAMAGE

means earthquake, subterranean fire, volcanic eruption, Tsunami, geothermal activity or hydrothermal activity and fire following any of these perils.

NATURAL LANDSLIP

means landslip or Subsidence, Erosion, soil expansion, soil shrinkage, soil compacting, ground heave, cracking or movement of land.

PERIOD OF INSURANCE

means the duration of Your policy as shown in the Certificate (unless the policy is cancelled earlier in accordance with the policy terms or applicable law).

PRESSURE VESSEL

means a vessel which, in normal use, is subject to generated or applied fluid pressure.

PRODUCTION PROCESS

means any process of producing, making, treating or servicing goods. 'PROCESS' has the corresponding meaning.

STORM

means violent wind sometimes combined with thunder, heavy falls of rain, hail or snow. 'STORM' does not mean persistent bad weather nor does it mean heavy or persistent rain by itself.

SUBSIDENCE

means the settling, shrinkage or any movement of the earth.

SUM INSURED

means the sum shown in the Certificate.

TSUNAMI

means a sea wave caused by an underwater earthquake.

WE, US, OUR OR THE INSURER

means Great Lakes Reinsurance (UK) SE, trading as Great Lakes New Zealand (Company No. 1345101, FSP33942).

YOU OR YOUR

means the persons or legal entities shown on the Certificate as the insured. Where You own any property insured by this policy with another person or entity, it will be deemed to be 'Jointly Insured'.

For further information

Phone: +64 9 354 3615

Website: www.argis.co.nz

Your Accredited Broker or Authorised Representative

Insured and issued by Great Lakes Reinsurance (UK) SE (a member of Munich Re (Group)), trading as Great Lakes New Zealand (Company No. 1345101, FSP33942)

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