



*Rural*

LIABILITY

POLICY WORDING

# *Rural* / LIABILITY INSURANCE POLICY

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### INTRODUCTION

#### WELCOME

Welcome to NZI. Thank you for selecting us as your insurer. This is your Rural Liability Policy Document.

It will tell you what you are insured for and what you are not insured for, as well as any obligations that you or we must abide by to ensure an enforceable policy. This policy document is a legal contract so please read it thoroughly and keep it in a safe place. If you need help with understanding your policy document, please contact your insurance broker.

#### AGREEMENT

**You** agree to pay **us** the premium described in the **schedule** and comply with this policy. In exchange, **we** agree to insure **you** as set out in this policy.

#### POLICY CONTRACT

This policy consists of the following parts:

1. **your** application for insurance, and any oral or written supporting statements or documents supplied by **you**, and
2. this policy wording (including any attachments), and
3. the **schedule**.

#### INTERPRETING THIS POLICY

Certain words in this policy have a specific meaning. These words appear in **bold** and **you** will find the meaning listed in the 'Definitions' section at the end of this policy. The definitions apply to the plural and any derivatives of the bolded words.

**You** will also find examples and comments to make parts of this policy easier to understand. These examples and comments, which appear in *italics*, do not affect or limit the meaning of the section they refer to.

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

### POLICY ONE: BROADFORM LIABILITY (OCCURRENCE WORDING)

This policy only applies when shown in **your schedule**.

#### WHAT YOU ARE INSURED FOR:

##### A. PUBLIC AND PRODUCT LIABILITY

##### 1. Public Liability

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens during the **period of insurance**:

- 1.1 anywhere in the world, except for **North America**, in connection with the **business**, and
- 1.2 in **North America**, provided that **your liability** is in connection with **business** related travel to, or in, **North America**.

##### 2. Product Liability

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens during the **period of insurance**, in connection with **your products**, anywhere in the world.

No cover is provided in **North America**:

- (a) for **liability** in connection with the activities of **your**:

- (i) sales agents, or
  - (ii) vendors, or
  - (iii) representatives,
- that are domiciled overseas, or

- (b) if **you** have a place of business in **North America**, or if **you** are represented by any parent or subsidiary company or joint venture in **North America**.

The most **we** will pay for any **event**, or in aggregate for all **product liability events**, during an **annual period**, is the Public and Products Liability sum insured shown in the **schedule**.

## B. DEFENCE COSTS

**You** are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend any civil legal action that if proven, would be covered by this policy.

**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 incurring any costs and/or expenses.

Defence Costs covered by this policy will be paid in addition to the relevant limit shown in this policy or in the **schedule**, except for:

1. 'Broadform Liability – What You Are Insured For, Part A, Items 1.2 and 2' – Public Liability and Product Liability in North America, and
2. 'Broadform Liability – Automatic Extension Part C' – Defective Design Liability, and
3. 'Broadform Liability – Automatic Extension Part E' – Exemplary Damages in New Zealand, and
4. 'Broadform Liability – Automatic Extension Part S' – Vibration, Removal, Weakening of Support Liability.

For Items 1 - 4 above, Defence Costs covered by this policy are included within the relevant limit and are not additional.

## BROADFORM LIABILITY – AUTOMATIC EXTENSIONS

'Broadform Liability Part A' above, is extended to provide the following Automatic Extensions.

The sums insured for the following Automatic Extensions are included within the Public and Product Liability sum insured shown in the **schedule**, they are not in addition to it.

### A. AGRICULTURAL CONTRACTING

**You** are insured for all sums that **you** become **liable** to pay arising from **damage** that happens during the **period of insurance**, in connection with **your occasional contracting** on the wrong:

1. area of land, and/or
2. crop.

'Broadform Liability Exclusion Part D' and 'Broadform Liability Exclusion Part L Item 2' do not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.

An excess of \$1,000 shall apply for each **event** under this Extension, unless a different amount is shown in the **schedule**.

### B. BAILEE'S LIABILITY

**You** are insured for all sums that **you** become **liable** to pay for **damage** that happens in New Zealand during the **period of insurance**, in connection with the **business**, to property that is:

1. in **your** control or possession (and not owned, hired, leased or rented by any person or entity defined under **you**, other than employees), and
2. at premises that are owned or occupied by **you**.

No cover is provided for **liability** for **damage** to land or buildings.

'Broadform Liability Exclusion Part D Item 2' does not apply to faulty or defective storing of any **product** covered by this Extension.

'Broadform Liability Exclusion Part L Item 2' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.



## C. DEFECTIVE DESIGN LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:

1. the **business**, and
2. any defective:
  - 2.1 formula or pattern, or
  - 2.2 design or plan, or
  - 2.3 specification, of **products**.

'Broadform Liability Exclusion Part B Item 1' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

## D. ERRORS AND OMISSIONS LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:

1. the **business**, and
2. errors or omissions in:
  - 2.1 advice given by **you**, provided that the advice is incidental to goods **you** have sold, supplied or **repaired**, or
  - 2.2 emergency medical advice or emergency medical treatment provided by **you**.

'Broadform Liability Exclusion Part B Item 2' does not apply to this Extension.

## E. EXEMPLARY DAMAGES IN NEW ZEALAND

**You** are insured for punitive or exemplary damages awarded against **you** by a New Zealand Court arising out of an **event** covered by this policy.

**You** are not insured for punitive or exemplary damages connected with a dishonest or fraudulent act or omission by **you**.

'Broadform Liability Exclusion Part E Item 2' and 'General Condition Part C Item 3' do not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is:

1. the Public and Products Liability sum insured shown in the **schedule**, or
2. \$1,000,000,

whichever is the lesser.

## F. FARMSTAY LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising under the Innkeepers Act 1962 for **damage** that happens during the **period of insurance**, resulting from **you** using **your** premises as a **farmstay** in connection with the **business**.

'Broadform Liability Exclusion Part L Item 2' does not apply to this Extension.

## G. FOOD POISONING OF ANIMALS

**You** are insured for all sums that **you** become **liable** to pay arising from death, **injury** or illness of animal(s), happening during the **period of insurance**, under **your** care, custody or control caused by:

1. poisoning of any kind, or
2. harmful matter in food or drink.

'Broadform Liability Exclusion Part L Item 2' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

- H. FOREST AND RURAL FIRES ACT** **You** are insured for all sums that **you** become **liable** to pay arising from fire (or threat of fire) that happens in New Zealand during the **period of insurance** in connection with the **business**, for:
1. costs and losses recoverable from **you** under Section 43(1) of the Forest and Rural Fires Act 1977, and not otherwise at law, and
  2. costs agreed (or levies imposed) and apportioned to **you** by a fire authority under Sections 46 and 46A of the Forest and Rural Fires Act 1977.
- We** will pay these costs whether **damage** occurs or not.
- 'Broadform Liability Exclusion Part F' and 'Broadform Liability Exclusion Part N Item 1' do not apply to this Extension.
- The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.
- I. HUNT CLUB MEETINGS** **You** are insured for all sums that **you** become **liable** to pay arising from **damage** that happens during the **period of insurance**, in connection with the use of **your** property for hunt club meetings.
- 'Broadform Liability Exclusion Part L' does not apply to this Extension.
- J. LANDLORD'S LIABILITY** **You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens anywhere in the world other than **North America** during the **period of insurance**, in connection with:
1. the **business**, and
  2. **your** legal ownership, but not physical occupation, of any premises.
- K. LOADING/UNLOADING LIABILITY** **You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:
1. the **business**, and
  2. the:
    - 2.1 loading of goods into a stationary **vehicle**, or
    - 2.2 unloading of goods from a stationary **vehicle**.
- You** are not insured for **liability** for **damage** in connection with a **mobile mechanical plant**.
- 'Broadform Liability Exclusion Part N Item 1' does not apply to this Extension.
- L. MOBILE MECHANICAL PLANT LIABILITY** **You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:
1. the **business**, and
  2. **mobile mechanical plant** that is operating its plant or machinery at the time of the **injury** and/or **damage**, provided that **you** are not otherwise insured for **your liability** under any other policy.
- 'Broadform Liability Exclusion Part D Item 2', 'Broadform Liability Exclusion Part M Item 2' and 'Broadform Liability Exclusion Part N Item 1', do not apply to this Extension.

## M. MOTOR REPAIR AND STORAGE LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:

1. the **business**, and
2. any:
  - 2.1 **vehicle**, or
  - 2.2 internal combustion engine, or
  - 2.3 accessory or fitting of any of the above,
 not owned, hired, leased or rented by any person or entity defined under **you**,

provided that the **injury** and/or **damage** occurs:

- (a) as a result of **repairs** carried out by **you**, or
- (b) while any item listed in 2 above is in **your** control or possession, and not as a result of the **repairs** being carried out by **you** to that item.

No cover is provided under (a) above for **liability** for **damage** to an item that is insured under (b) above.

No cover is provided when **you** are driving any **vehicle** and **you**:

- (i) do not hold an appropriate driver's licence or do not comply with the conditions of **your** driver's licence, or
- (ii) have a proportion of alcohol in **your** breath or blood that exceeds the legal limit, or
- (iii) are under the influence of any other intoxicating substance or drug, or
- (iv) fail or refuse to supply a breath or blood sample as required by law, or
- (v) fail or refuse to stop, or remain at the scene, following an accident (as required by law), or
- (vi) are using the **vehicle** outside the manufacturer's recommended specifications.

No cover is provided when **you** are driving any **vehicle** that is in an unsafe condition if:

- (i) the condition of the **vehicle** causes, or contributes to, the **injury** and/or **damage**, and
- (ii) **you** were, or ought to have been, aware of the unsafe condition of the **vehicle**.

'Broadform Liability Exclusion Part B Item 2.1', 'Broadform Liability Exclusion Part M Item 2' and 'Broadform Liability Exclusion Part N Item 1' do not apply to this Extension.

'Broadform Liability Exclusion Part D' is deleted and replaced with the following:

'**You** are not insured for sums that **you** become **liable** to pay for the costs of rectifying, repairing or replacing errors or defects in **your** work or material. For the avoidance of doubt, this exclusion does not exclude **liability** for resultant **damage** arising from those errors or defects.'

The most **we** will pay:

1. for each claim under (a) (**repairs** carried out by **you**) is:
  - 1.1 \$250,000 for liability for **damage** to any item listed in 2 (above), and
  - 1.2 the Public and Products Liability sum insured shown in the **schedule** for all liability (including 1.1).
2. for all claims during an **annual period** under (b) (items in **your** control or possession) is \$250,000, unless a different amount is shown in the **schedule**.

An excess of \$1,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

## N. POLLUTION LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens anywhere in the world other than **North America** during the **period of insurance** in connection with the **business** directly or indirectly arising from **pollution**, provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected happening that takes place in its entirety at a specified time and place.

For the avoidance of doubt, the cover provided by this Extension includes the cost of removing, nullifying or cleaning up the **pollution**.

'Broadform Liability Exclusion Part J' does not apply to this Extension.

## O. PRODUCT WITHDRAWAL COSTS – NEW ZEALAND ONLY

**You** are insured for reasonable costs incurred, where it is necessary for **you** to withdraw or recall **your products**, provided that:

1. the **product** defect(s), which cause the withdrawal or recall, have already given rise to a claim covered under 'Broadform Liability Part A' of this policy, and
2. the costs are incurred within 12 months of **you** first notifying **us** of the **products** claim (as mentioned in Item 1 above), and
3. the costs are limited to the withdrawal or recall of **products** within New Zealand.

'Broadform Liability Exclusion Part K' does not apply to this Extension.

**We** will pay 80% of the costs incurred for any **event**.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$100,000, unless a different amount is shown in the **schedule**.

An excess of \$2,500 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.

## P. ROADSIDE GRAZING

**You** are insured for all sums that **you** become **liable** to pay arising from **damage** that happens during the **period of insurance** in connection with the roadside grazing of **your** animals.

## Q. TENANT'S LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens anywhere in the world other than **North America** during the **period of insurance**, in connection with:

1. the **business**, and
2. any premises occupied, but not owned, by **you**.

'Broadform Liability Exclusion Part L Item 2' does not apply to the premises occupied by **you**.

## R. UNDERGROUND SERVICES LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** to any existing:

1. underground cables, or
2. underground pipes, or
3. other underground facilities,

that happens in New Zealand during the **period of insurance**, in connection with the **business**, provided that prior to commencement of the work, **you** have inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

'Broadform Liability Exclusion Part M' does not apply to this Extension.

An excess of \$1,000 applies to each **event** under this Extension, unless a different amount is shown in the **schedule**.

## S. VIBRATION, REMOVAL, WEAKENING OF SUPPORT LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with:

1. the **business**, and
2. the:
  - 2.1 vibration, or
  - 2.2 removal of the support, or
  - 2.3 weakening of the support, or
  - 2.4 interference with the support, of land or buildings.

'Broadform Liability Exclusion Part O' does not apply to this Extension.

The most **we** will pay under this Extension for all **events** that happen during an **annual period** is \$250,000, unless a different amount is shown in the **schedule**.

An excess of \$5,000 applies for each **event** under this Extension, unless a different amount is shown in the **schedule**.



## T. WELDING / GAS CUTTING / BURNING OFF LIABILITY

**You** are insured for all sums that **you** become **liable** to pay arising from **injury** and/or **damage** that happens in New Zealand during the **period of insurance**, in connection with the following work **you** carry out for the **business**:

1. welding, or
2. gas cutting, or
3. burning-off of any substance,

provided that the welding, gas cutting or burning-off is carried out in accordance with the current New Zealand Standard appropriate to that work.

'Broadform Liability Exclusion Part P' does not apply to this Extension.

An excess of \$1,000 applies to each **event** under this Extension, unless a different amount is shown in the **schedule**.

## BROADFORM LIABILITY – EXCLUSIONS

The following exclusions apply to Broadform Liability only. Please also read 'General Exclusions' that apply to all parts of the Rural Liability Policy.

### A. ASBESTOS

**You** are not insured for sums that **you** become **liable** to pay in connection with any of the following:

1. the mining, processing, transporting, distributing or storing of asbestos,
2. the manufacture or processing of materials that contain asbestos,
3. any process of decontamination, treatment or control of asbestos,
4. the presence of asbestos in any building or structure,
5. pollution or contamination by asbestos.

### B. DEFECTS AND ERRONEOUS ADVICE

**You** are not insured for sums that **you** become **liable** to pay in connection with:

1. **products** that are faulty or defective in:
  - 1.1 formula or pattern, or
  - 1.2 design or plan, or
  - 1.3 specification, or
2. any error or omission in:
  - 2.1 advice given by **you**, or
  - 2.2 medical advice or medical treatment provided by **you**.

### C. E-COMMERCE

**You** are not insured for loss, damage, **liability**, prosecution or expense of any type in connection with any of the following:

1. alteration, corruption, erasure or other use of **computers**, or
2. error in creating, amending, deleting or using **computers**, or
3. inability to access or use **computers** for any time, or at all.

### D. FAULTY OR DEFECTIVE WORKMANSHIP AND PRODUCTS

**You** are not insured for sums that **you** become **liable** to pay in connection with any fault or defect in:

1. **products**, or
2. work done to or with **products**.

This exclusion does not exclude **liability** for resultant **damage** to property.

### E. FINES / EXEMPLARY DAMAGES

**You** are not insured for:

1. any fine or penalty imposed on **you** (whether under contract or statute), or
2. any punitive or exemplary damages awarded against **you**.

### F. FOREST AND RURAL FIRES ACT

**You** are not insured for sums that **you** become **liable** to pay under the Forest and Rural Fires Act 1977, unless **you** are (or would be) otherwise **liable** for such sums.

### G. INJURY TO EMPLOYEES AND FAMILY

**You** are not insured for sums that **you** become **liable** to pay for **injury** that:

1. arises out of, and in the course of, **your** employment of any person, or
2. is sustained by a member of **your** family, ordinarily living with **you**.

## H. LIABILITY BY AGREEMENT

**You** are not insured for **liability** that **you** have agreed to assume under a contract unless **you** would otherwise have been **liable** in the absence of that contract.

## I. LOSS OF USE

**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:

1. **your** delay in performing a contract, or
2. the failure of **products** to meet a level of performance, quality, fitness or durability expressly represented by **you**.

## J. POLLUTION

**You** are not insured for sums **you** become **liable** to pay in connection with **pollution**.

## K. PRODUCTS WITHDRAWN FROM MARKET

**You** are not insured for the cost to: recall, inspect, **repair** or replace, **products** that are withdrawn from the market (or from use) because of any known or suspected defect or deficiency.

## L. PROPERTY YOU OWN OR CONTROL

**You** are not insured for sums that **you** become **liable** to pay for **damage** to:

1. property owned by **you**, or
2. property in **your** control or possession (except for **vehicles** in a car park operated by **you**).

## M. UNDERGROUND SERVICES LIABILITY

**You** are not insured for sums that **you** become **liable** to pay in connection with any existing:

1. underground cables, or
2. underground pipes, or
3. other underground facilities.

## N. VEHICLE / WATERCRAFT / AIRCRAFT

**You** are not insured for sums that **you** become **liable** to pay in connection with:

1. ownership, possession, **repair** or use of any **vehicle**, or
2. ownership, possession, **repair** or use of any watercraft, or
3. watercraft exceeding 500 Gross Registered Tonnes, or
4. ownership, possession, **repair** or use of an aircraft, aerial device, or hovercraft, or
5. **products**:
  - 5.1 used in the construction of, or
  - 5.2 installed in,

any aircraft, aerial device, hovercraft or watercraft that exceeds 500 Gross Registered Tonnes.

## O. VIBRATION, REMOVAL, WEAKENING OF SUPPORT

**You** are not insured for sums that **you** become **liable** to pay in connection with:

1. vibration, or
2. removal of the support, or
3. weakening of the support, or
4. interference with the support, of land or buildings.

## P. WELDING / GAS CUTTING / BURNING OFF LIABILITY

**You** are not insured for sums that **you** become **liable** to pay in connection with:

1. welding, or
2. gas cutting, or
3. burning-off of any substance, carried out by **you**.

## BROADFORM LIABILITY – BASIS OF SETTLEMENT

- A. MAXIMUM AMOUNT PAYABLE** The most **we** will pay in total for any **event** under all Parts and Extensions of this Broadform Liability policy combined is:
1. the Public and Products Liability sum insured shown in the **schedule**, or
  2. the sum of the limits for the relevant Extensions as shown in this policy or in the **schedule**, where those Extensions separately apply,
- whichever is lesser, plus any legal costs and legal expenses payable in addition as described in 'Broadform Liability, Part B'.
- For avoidance of doubt, if two or more Broadform Liability Extensions could apply to cover the same **event**, the most **we** will pay in total for the **event** is the highest of the available limits plus any legal costs and legal expenses payable in addition as described in 'Broadform Liability, Part B'.
- B. EXCESS** An excess of \$500 applies for each **event**, unless a different amount is shown in this policy or in the **schedule**.
- For avoidance of doubt, if two or more Broadform Liability Extensions could apply to cover the same **event**, **we** will only apply one excess. That excess will be the highest excess.

## POLICY TWO: EMPLOYERS LIABILITY (CLAIMS MADE WORDING)

This policy only applies when shown in your **schedule**.

### WHAT YOU ARE INSURED FOR:

- A. CIVIL LIABILITY – DAMAGES** **You** are insured for all sums that **you** become **liable** to pay (including punitive or exemplary damages) arising from **your employee** sustaining **injury**, provided that:
1. the **injury** is sustained:
    - (a) in New Zealand, and
    - (b) after the first inception-date of this policy, and
    - (c) in connection with the **business**, and
  2. **you** first become aware of the **claim** during the **period of insurance**, and
  3. **you** have advised **us** of the **claim** as soon as possible, but no later than 30 days after the **period of insurance** ends.
- We** will insure **your liability** arising from that **claim**, both during and after the **period of insurance**, based on the policy terms that applied at the time **you** advised **us** of that **claim**.
- B. CIVIL LIABILITY – DEFENCE COSTS** **You** are insured for 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 'Employers Liability, Part A'.
- 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.

## EMPLOYERS LIABILITY – EXCLUSIONS

The following exclusions apply to Employers Liability only. Please also read the 'General Exclusions' that apply to all parts of this Rural Liability Policy.

- A. ACCIDENT INSURANCE** **You** are not insured if compensation:
1. is available under the Injury Prevention, Rehabilitation and Compensation Act 2001, or
  2. would have been available under the Injury Prevention, Rehabilitation and Compensation Act 2001 except for the application of either:
    - 2.1 a status as an exempt employer under the Act, or
    - 2.2 **your** decision to share some of the accident risk **yourself**.

<b>B. ASBESTOS</b>	<p><b>You</b> are not insured for sums that <b>you</b> become <b>liable</b> to pay in connection with any of the following:</p> <ol style="list-style-type: none"> <li>1. the mining, processing, transporting, distributing or storing of asbestos,</li> <li>2. the manufacture or processing of materials that contain asbestos,</li> <li>3. any process of decontamination, treatment or control of asbestos,</li> <li>4. the presence of asbestos in any building or structure,</li> <li>5. pollution or contamination by asbestos.</li> </ol>
<b>C. EMPLOYMENT RELATIONS ACT</b>	<b>You</b> are not insured for sums that <b>you</b> become <b>liable</b> to pay under the Employment Relations Act 2000.
<b>D. FINES</b>	<b>You</b> are not insured for any fine or penalty imposed on <b>you</b> (whether under contract or by statute).
<b>E. LATENT DISEASES</b>	<p><b>You</b> are not insured for sums that <b>you</b> become <b>liable</b> to pay in connection with <b>injury</b> where:</p> <ol style="list-style-type: none"> <li>1. the <b>injury</b> is caused by a disease, and</li> <li>2. <b>your employee</b> is first exposed to the conditions leading up to the disease before the first start-date of this policy.</li> </ol>
<b>F. OVERSEAS JUDGEMENTS</b>	<p><b>You</b> are not insured for sums that <b>you</b> are <b>liable</b> to pay under a judgement determined by a Court other than a New Zealand Court.</p> <p>This exclusion applies whether that judgement is enforceable in New Zealand or not.</p>
<b>G. POLLUTANTS</b>	<b>You</b> are not insured for <b>liability</b> in connection with <b>pollutants</b> unless caused by a sudden, unintended and unexpected event that happens during the <b>period of insurance</b> .

## EMPLOYERS LIABILITY – BASIS OF SETTLEMENT

<b>A. CIVIL LIABILITY – MAXIMUM AMOUNT PAYABLE</b>	The most <b>we</b> will pay for all <b>events</b> , in the aggregate, during an <b>annual period</b> , is the sum insured shown in the <b>schedule</b> .
<b>B. CIVIL LIABILITY – EXCESS</b>	<p>The excess shown in the <b>schedule</b> applies to each <b>injury</b> sustained by <b>your employee</b>.</p> <p>The excess will be deducted from the amount of the <b>claim</b>.</p>

## EMPLOYERS LIABILITY – CONDITIONS

The following condition applies to Employers Liability only. Please also read 'General Conditions' that apply to all parts of this Rural Liability Policy.

<b>A. NOTICES UNDER THE HEALTH AND SAFETY IN EMPLOYMENT ACT</b>	<p><b>You</b> must comply with any lawful notice that <b>you</b> receive from an appropriate authority under the Health and Safety in Employment Act 1992. <b>You</b> must do this within the timeframe specified on the notice. If no timeframe is given, then <b>you</b> must comply within a reasonable time.</p>
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## POLICY THREE: STATUTORY LIABILITY (CLAIMS MADE WORDING)

This section only applies when shown in the **schedule**.

### WHAT YOU ARE INSURED FOR:

<b>A. STATUTORY FINES AND/OR REPARATION</b>	<p><b>You</b> are insured for any <b>fine</b> and/or <b>reparation</b> that a New Zealand Court or Tribunal imposes on <b>you</b> arising out of an <b>event</b>, provided that:</p> <ol style="list-style-type: none"> <li>1. the <b>fine</b> and/or <b>reparation</b> is for a <b>strict liability offence</b> under an <b>Act</b>, and</li> <li>2. <b>you</b> first become aware of the <b>complaint</b> during the <b>period of insurance</b>, and</li> <li>3. <b>you</b> have advised <b>us</b> of the <b>complaint</b> as soon as possible, but no later than 30 days after the <b>period of insurance</b> ends.</li> </ol> <p><b>We</b> will insure any <b>fine</b> and/or <b>reparation</b> arising from that <b>complaint</b>, both during and after the <b>period of insurance</b>, based on the policy terms that applied at the time <b>you</b> advised us of that <b>complaint</b>.</p> <p>The excess shown in the <b>schedule</b> applies for each <b>event</b> under this Insuring Clause.</p>
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## B. STATUTORY FINES AND/OR REPARATION DEFENCE COSTS

**You** are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend a **complaint** that if proven, would be insured under 'What You Are Insured For Part A'.

**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.

## C. DEFENCE COSTS WHERE ACQUITTED

**You** are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend a **complaint** arising out of an **event** that if proven, would be an offence (other than a **strict liability offence**) under an **Act**, provided that:

1. **you** first become aware of the **complaint** during the **period of insurance**, and
2. **you** have advised **us** of the **complaint** as soon as possible, but no later than 30 days after the **period of insurance** ends, and
3. **you** are acquitted.

**We** will insure **your** legal costs and legal expenses arising from that **complaint**, both during and after the **period of insurance**, based on the policy terms that applied at the time **you** advised **us** of that **complaint**.

The excess shown in the **schedule** applies for each **event** under this Insuring Clause.

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.

## D. STATUTORY DAMAGES COVER (PRIVACY ACT AND HUMAN RIGHTS ACT)

**You** are insured for **statutory damages** that **you** become **liable** to pay arising out of an **event** provided that:

1. **you** first become aware of an **action** during the **period of insurance**, and
2. **you** have advised **us** of the **action** as soon as possible, but no later than 30 days after the **period of insurance** ends.

**We** will insure **statutory damages** arising from that action, both during and after the **period of insurance**, based on the policy terms that applied at the time **you** advised **us** of that **action**.

The excess shown in the **schedule** applies for each **event** under this Insuring Clause.

## E. STATUTORY DAMAGES DEFENCE COSTS

**You** are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** to defend the alleged **liability** for **statutory damages** that if proven, would be insured under 'Statutory Liability Part D'.

**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.

## F. OFFICIAL INVESTIGATIONS COVER

**You** are insured for all legal costs and legal expenses necessarily and reasonably incurred by **you** in connection with an **official investigation** involving **you**, provided that:

1. the investigation arises out of an **event** that potentially is a **strict liability offence** under an **Act**, and
2. **you** first become aware of a **complaint** during the **period of insurance**, and
3. **you** have advised **us** of the **complaint** as soon as possible, but no later than 30 days after the **period of insurance** ends.

**We** will insure **your** legal costs and legal expenses arising from that **complaint**, both during and after the **period of insurance**, based on the policy terms that applied at the time **you** advised **us** of that **complaint**.

The excess shown in the **schedule** applies for each **event** under this Insuring Clause.



## STATUTORY LIABILITY – EXCLUSIONS

The following exclusions apply to Statutory Liability only. Please also read the 'General Exclusions' that apply to all parts of this Rural Liability Policy.

- A. CONTINUING OFFENCES** If a **fine** and/or **reparation** is imposed for a continuing offence under an **Act**, **you** are not insured for the part of the **fine** and/or **reparation** relating to the period after **you**:
1. know an offence is being committed, or
  2. ought to have known that an offence was being committed.
- B. DISHONESTY OR FRAUD** **You** are not insured for any **event** that involves an act or omission by **you** that is:
1. dishonest, or
  2. fraudulent.
- C. E-COMMERCE** **You** are not insured for loss, damage, **liability**, prosecution or expense of any type in connection with:
1. any alteration, corruption, erasure or other use of **computers**, or
  2. any error in creating, amending, deleting or using **computers**, or
  3. any inability to access or use **computers** for any time, or at all.
- D. HEALTH AND SAFETY IN EMPLOYMENT ACT 1992** **You** are not insured under 'Statutory Liability Part A' for any **fine** or infringement fee under the Health and Safety in Employment Act 1992.
- E. INTENTIONAL OR RECKLESS BREACH** **You** are not insured if **you** intentionally or recklessly breach an **Act**.
- F. POLLUTANTS** **You** are not insured for **liability** in connection with **pollutants** unless caused by a sudden, unintended and unexpected event that happens during the **period of insurance**.
- G. TAXES** **You** are not insured for any **event** in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other kind of revenue under an **Act**.

## STATUTORY LIABILITY – BASIS OF SETTLEMENT

- A. MAXIMUM AMOUNT PAYABLE** The most **we** will pay for all **events**, in the aggregate, during an **annual period** (including any Extended Reporting Period) is the sum insured shown in the **schedule**.
- B. EXCESS** **We** will deduct only one excess for:
1. each **event**, or
  2. a series of **events** arising from one source or cause.
- For avoidance of any doubt, if **you** are entitled to cover under more than one Part under 'Policy Three: Statutory Liability', then **we** will only deduct one excess.

## STATUTORY LIABILITY – CONDITIONS

The following conditions apply to Statutory Liability only. Please also read 'General Conditions' that apply to all parts of this Rural Liability Policy.

- A. EXTENDED REPORTING PERIOD** If **we** cancel this policy or refuse to renew it, then **you** may pay an additional premium (being 50 per cent of the last premium), to extend **your** cover under the policy for another 12 months. However, this will only cover **you** for **events** that happened before **we**:
1. cancelled the policy, or
  2. refused to renew the policy.
- You** may not extend **your** cover if **we** cancelled the policy because **you** did not:
- (a) pay the premium, or
  - (b) comply with any part of the policy.
- If **you** do wish to extend the policy as described above, then **you** must give **us** notice that **you** wish to do so within 30 days of **our** cancelling the policy or refusing to renew it.

## B. CONFIDENTIALITY

**You** must not:

1. reveal that **you** hold this policy, or
2. disclose the terms of this policy, if **you** are asked to do so by any investigating or prosecuting body under an **Act** (or their lawyers).

**You** may only give them this information if:

- (a) **we** agree in writing, or
- (b) **you** are bound to give the information by law.

## C. NOTICES UNDER ACTS

**You** must comply with any lawful notice that **you** receive from an appropriate authority under any **Act**.

## GENERAL EXCLUSIONS – APPLICABLE TO ALL POLICIES

The following exclusions apply to all policies in this Rural Liability Policy.

### A. BUILDING DEFECTS

**You** are not insured for loss, **liability**, prosecution or expense of any type in connection with a building or structure being affected by:

1. moisture or water build-up or the penetration of external moisture or water, or
2. the action or effects of mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa, or any similar or like forms,

provided that the:

- (a) **injury** and/or **damage** under Broadform Liability, or
- (b) **event** under Statutory Liability, or
- (c) **injury** under Employers Liability,

is caused directly or indirectly by:

- (i) non-compliance with the New Zealand Building Code, or
- (ii) faulty design or faulty specification, including but not limited to faulty sequence, procedure or programme, or
- (iii) faulty materials, or
- (iv) faulty workmanship,

when the building or structure was constructed, manufactured, altered, repaired, renovated or maintained.

This exclusion does not apply to **your liability** for:

- (a) **injury** and/or **damage** under Broadform Liability, or
- (b) **event** under Statutory Liability, or
- (c) **injury** under Employers Liability,

that is caused by, or directly arises from, the leakage of internal pipes, internal water systems or internal cisterns.

### B. NUCLEAR

**You** are not insured for loss, **liability**, prosecution or expense of any type in connection with any operations employing the process of nuclear fission or fusion, or handling of radioactive material.

This includes, but is not limited to:

1. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices, and
2. the use, handling or transportation of any radioactive material, and
3. the use, handling or transportation of any weapon or explosive device employing nuclear fission or fusion.

### C. TERRORISM

**You** are not insured for loss, **liability**, prosecution or expense of any type in connection with an **act of terrorism**.

### D. WAR

**You** are not insured for loss, **liability**, prosecution or expense of any type in connection with:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or
2. confiscation, nationalisation, requisition, destruction or damage to property by any government or public or local authority.

## MANAGING YOUR CLAIM – APPLICABLE TO ALL POLICIES

The following 'Managing Your Claim' section applies to all policies in this Rural Liability Policy.

### A. YOUR OBLIGATIONS

#### 1. Do Not Admit Liability

**You** must not:

- (a) admit **you** are liable, or
- (b) do or say anything that may prejudice **our** ability to defend the claim against **you** or take recovery action in **your** name.

#### 2. Advise Us

If **you** become aware of any situation that is likely to give rise to a **claim, complaint** or **action, you** must contact **us** immediately. This is regardless of whether the claim amount exceeds the excess.

#### 3. Minimise the Loss

**You** must take all reasonable steps to minimise the claim and avoid any further loss or **liability** arising.

#### 4. Notify the Police

**You** must immediately lay a complaint with the Police if **you** suspect burglary, theft, arson or intentional damage has occurred.

#### 5. Provide Full Information

When **you** make a claim **you** consent to **your** personal information in connection with the claim being:

- (a) disclosed to **us**, and
- (b) transferred to the Insurance Claims Register Limited.

**You** must:

- (i) give **us** free access to examine and assess the claim, and
- (ii) send any relevant correspondence or documents to **us**, and
- (iii) complete a claim form and/or statutory declaration to confirm the claim if **we** request it, and
- (iv) provide any other information, proof of ownership or assistance that **we** may require at any time.

#### 6. Be Truthful

If **your** claim is dishonest or fraudulent in any way, **we** may:

- (a) decline **your** claim either in whole or in part, or
- (b) declare this policy or all policies **you** have with **us** to be unenforceable from the date of the dishonest or fraudulent act.

This is at **our** sole discretion.

#### 7. Do Not Dispose of Property

**You** must not dispose of any property involved in **your** claim until **we** have given **you** permission to do this.

#### 8. Incurring Costs

All costs claimed for under this policy must be necessarily and reasonably incurred.

**You** are not authorised to start any repairs without **our** permission unless the repairs are necessary to prevent further loss or **liability**.

## B. MANAGING YOUR CLAIM

1. Subrogation  
Once **we** have accepted any part of **your** claim under this policy, **we** may assume **your** legal right of recovery.  
If **we** initiate a recovery **we** will include **your** excess, and any other uninsured losses suffered by **you**. Where **we** do this, **you** agree to pay **your** proportional share of the recovery costs, and subsequently the proceeds of the recovery will be shared on the same proportional basis, except that **we** will reimburse **your** excess first.
2. Defence of liability claims  
After **you** have made a claim, **we** have the sole right to:
  - 2.1 act in **your** name and on **your** behalf to defend, negotiate or settle the claim as **we** see fit (this will be done at **our** expense), and
  - 2.2 publish a retraction or apology (in the case of defamation proceedings).  
**We** may appoint **our** own lawyers to represent **you**. They will report directly to **us**.
3. Discharge of liability claims  
**We** may elect at any time to pay **you**:
  - 3.1 the maximum amount payable under the policy, or
  - 3.2 any lesser sum that the claim against **you** can be settled for.Once **we** have paid this (plus any defence costs already incurred) **our** responsibility to **you** under the policy is met in full.

## GENERAL CONDITIONS – APPLICABLE TO ALL POLICIES

The following conditions apply to all policies in this Rural Liability Policy.

### A. HOW WE ADMINISTER THIS POLICY

1. Cancellation and Modification
  - 1.1 By You  
**You** may ask **us** to cancel or modify this policy at any time. **We** must agree in writing to any modification before it will take effect.
  - 1.2 By Us  
**We** may cancel or modify this policy by advising **you** (or **your** Broker or Agent) by letter, fax or email. Cancellation or modification will take effect at 4.00pm, on the 30th day after the date of **our** advice.  
**We** will refund the proportion of unused premium paid, calculated from the date of cancellation.  
If **you** pay **your** premium by instalments, **you** must pay **us** any unpaid instalments that are due.
2. Other Insurance  
**You** must notify **us** as soon as **you** know of any other insurance policy that covers **you** for any of the risks covered under this policy.  
If **you** or anyone else who can claim under this policy can claim under any other insurance, **we** will only pay over and above the limit payable by the other insurances.
3. Currency  
All sums in this policy wording (including any attachments) and in the **schedule** are specified in New Zealand dollars.
4. Separate Insurance (Cross Liability)  
If more than one person or entity is named as 'Insured' in the **schedule**, then all the parties are insured separately (as though a separate policy had been issued to each person/entity).  
However, the maximum amount **we** will pay to all parties is the amount stated in the 'Basis of Settlement', subsequent attachments or **schedule**.

## 5. GST

Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:

- 5.1 all sums insured exclude GST, and
- 5.2 all sub limits exclude GST, and
- 5.3 all excesses include GST, and
- 5.4 GST will be added, where applicable, to claim payments.

## 6. Instalment Premiums

If **you** choose to pay the premium by instalments less than annually, then:

- 6.1 **you** must use the Deduction Authority **we** require, and
- 6.2 this policy is for the initial **period of insurance** starting on the 'From' date and ending on the 'To' date stated in the **schedule**.

The policy will be renewed for further periods of insurance (e.g. monthly/quarterly - as indicated in the **schedule**) by payment of each instalment premium due under the Deduction Authority.

## 7. Premium Adjustments

If the premium for this policy has been calculated based on estimated figures, then the premium is only a provisional premium for an **annual period**.

Within 3 months of the expiry of an **annual period**, **you** must tell **us** what the actual figures are. **We** will re-calculate **your** actual premium based on the actual figures.

The difference between the actual and the provisional premiums will either be payable to **us** or refunded to **you** depending on the outcome of the adjustment, but any refund will be limited to a maximum of 50% of the provisional premium.

## B. LAWS AND ACTS THAT GOVERN THIS POLICY

### 1. Acts of Parliament

Where this policy refers to any Act of Parliament, it also includes any subordinate legislation made under it, and any subsequent Acts or Regulations.

### 2. Disputes about this Policy

The law of New Zealand applies to disputes about this policy, and the New Zealand Courts have exclusive jurisdiction.

### 3. Insurance Law Reform Acts

The exclusions and conditions in this policy are subject to **your** rights under the Insurance Law Reform Acts 1977 and 1985.

## C. YOUR OBLIGATIONS

### 1. Comply with the Policy

**You** (and any other person or entity **we** cover) must comply with the conditions of this policy at all times. If **you** fail to comply, **we** may, at our sole discretion, not pay **your** claim.

### 2. Provide Accurate Information

**You** must make sure all statements and representations that are made to **us**, at any time, either by **you** or anyone else, are truthful and complete.

### 3. Reasonable Care

**You** must take reasonable care at all times to avoid circumstances that could result in a claim. **Your** claim will not be covered if **you** are reckless or grossly irresponsible.



## 4. Change in Circumstances

**You** must tell **us** immediately if there is a material:

4.1 increase in the risk insured, or

4.2 alteration of the risk insured.

Once **you** have told **us** of the change, **we** may then cancel or alter the premium and/or terms of this policy.

If **you** fail to notify **us** about a change in the risk insured, **we** may:

(a) declare this policy unenforceable, or

(b) decline any subsequent claim either in whole or in part.

These actions will be taken from the date **you** knew, or ought to have known, of the increase or alteration in the risk insured.

*For avoidance of any doubt, information is 'material' where we would have made different decisions about either:*

(i) *accepting your insurance, or*

(ii) *setting the terms of your insurance,*

*if we had known that information. If in any doubt, notify us anyway.*

## DEFINITIONS – APPLICABLE TO ALL POLICIES

The following definitions apply to all policies in this Rural Liability Policy, except where indicated otherwise. The definitions apply to the plural and any derivatives of the bolded words. *For example, the definition of 'accidental' also applies to the words 'accidentally', 'accident' and 'accidents'.*

### accidental

Unexpected and unintended by **you**.

### Act

Any Act of the New Zealand Parliament that is in force at the start of each **period of insurance** and any Statutory Regulations that the Government makes under such Acts.

However, **you** are not insured under the following Acts:

- (a) the Arms Act 1983, and
- (b) the Aviation Crimes Act 1972, and
- (c) the Commerce Act 1986, and
- (d) the Crimes Act 1961, and
- (e) the Criminal Investigations (Blood Samples) Act 1995, and
- (f) the Land Transport Act 1998, and
- (g) the Misuse of Drugs Act 1975, and
- (h) the Proceeds of Crime Act 1991, and
- (i) the Summary Offences Act 1981, and
- (j) the Transport (Vehicle and Driver Registration and Licensing) Act 1986, and
- (k) any other Acts that are listed on the **schedule** as 'Additional Excluded Acts'.

*We do not insure you against committing serious or violent crimes.*

### action

Whichever of the following that occurs first:

- (a) an official complaint of a breach (or potential breach) of either the Privacy Act 1993 or the Human Rights Act 1993 against **you**, or
- (b) a civil proceeding alleging a breach (or potential breach) of either the Privacy Act 1993 or the Human Rights Act 1993 brought against **you**, or
- (c) an event that **you** become aware of, that is likely to lead to either (a) or (b) above.

### act of terrorism

Includes any unlawful act, or preparation in respect of action, or threat of action designed to influence or coerce 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 that:

- (a) involves violence against one or more persons, or
- (b) involves damage to property, or
- (c) endangers life other than that of the person committing the action, or
- (d) creates a risk to health or safety of the public or a section of the public, or
- (e) is designed to interfere with or disrupt an electronic system.

<b>annual period</b>	<p>The <b>period of insurance</b>. However, if:</p> <ul style="list-style-type: none"> <li>(a) <b>you</b> pay the premium by instalments less than annually, or</li> <li>(b) the <b>period of insurance</b> is for more than 12 months,</li> </ul> <p>the annual period is any one 12 month period calculated from the date this policy first started, and consecutively thereafter.</p>
<b>business</b>	<p>The business stated in the <b>schedule</b>, and includes:</p> <ul style="list-style-type: none"> <li>(a) using <b>your</b> property for agricultural and/or horticultural activities,</li> <li>(b) the sale or supply of farm goods and produce,</li> <li>(c) <b>occasional contracting</b>,</li> <li>(d) exhibitions and competitions at agricultural or horticultural shows,</li> <li>(e) distributing agricultural or horticultural material, except for 1080 and 1081 or similar poisons, from aircraft where the aircraft are operated by independent aerial operators on your behalf,</li> <li>(f) the ownership, possession or use of any agricultural or horticultural plant and machinery (except aircraft or watercraft) provided that it is used only for: <ul style="list-style-type: none"> <li>(i) <b>your</b> own business activities, or</li> <li>(ii) <b>occasional contracting</b>.</li> </ul> </li> </ul>
<b>claim</b>	<p>Any of the following:</p> <ul style="list-style-type: none"> <li>(a) any claim made against <b>you</b>,</li> <li>(b) any notice <b>you</b> receive from any other person that they intend to make a claim against <b>you</b>,</li> <li>(c) any situation where <b>you</b> become aware that there is likely to be a claim made against <b>you</b>, in connection with an <b>injury</b>.</li> </ul>
<b>complaint</b>	<p>Whichever of the following that occurs first:</p> <ul style="list-style-type: none"> <li>(a) an official complaint of a breach (or potential breach) of an <b>Act</b> against <b>you</b>, or</li> <li>(b) a prosecution (or notice of intended prosecution) under an <b>Act</b> brought against <b>you</b>, or</li> <li>(c) an event that <b>you</b> become aware of, that is likely to lead to either (a) or (b) above.</li> </ul>
<b>computers</b>	<p>Includes any data, computer hardware, operating system, computer network, equipment, websites, servers, extranet, software applications, software, computer chip including, microprocessor chip and coded instructions as well as any new technology, product or service replacing existing computer equipment.</p>
<b>damage</b>	<p>Any of the following:</p> <ul style="list-style-type: none"> <li>(a) <b>accidental</b> physical loss or <b>accidental</b> physical damage to any tangible property, including its subsequent loss of use,</li> <li>(b) <b>accidental</b> loss of use of any tangible property that has not suffered physical loss or physical damage.</li> </ul>
<b>employee</b>	<p>An employee directly employed by <b>you</b> in the <b>business</b>.</p>
<b>event</b> <b>(Broadform Liability only)</b>	<p>Any one event (including continuous or repeated exposure to conditions) or series of events arising from one source or original cause.</p>
<b>event</b> <b>(Statutory Liability only)</b>	<p>An <b>accidental</b> event that:</p> <ul style="list-style-type: none"> <li>(a) occurs in New Zealand, and</li> <li>(b) occurs after the <b>retroactive date</b>, and</li> <li>(c) is connected with <b>your business</b> as described in the <b>schedule</b>.</li> </ul>
<b>event</b> <b>(Employers Liability only)</b>	<p>Any one <b>claim</b> or series of <b>claims</b> arising from one source or original cause.</p>

<b>farmstay</b>	<p><b>Your</b> use of a residential building that is:</p> <ul style="list-style-type: none"> <li>(a) at <b>your</b> rural property, and</li> <li>(b) where <b>you</b> permanently reside,</li> </ul> <p>where <b>you</b> from time to time rent a portion of the home to guests on a casual basis. The building must meet the definition of a residential building as defined by the Earthquake Commission Act 1993.</p>
<b>fine</b> <b>(Statutory Liability only)</b>	<p>The amount of money <b>you</b> are sentenced to pay as a fine or infringement fee (including court costs).</p> <p>This does not include compliance or remedial costs.</p>
<b>injury</b> <b>(Broadform Liability only)</b>	<p>Any of the following:</p> <ul style="list-style-type: none"> <li>(a) the <b>accidental</b> death of, or the <b>accidental</b> bodily injury to any person, including sickness, disease, disability, shock, fright, mental anguish or mental injury,</li> <li>(b) false arrest, false imprisonment, malicious prosecution or malicious humiliation,</li> <li>(c) defamation, or publication that violates any individual's right to privacy, except: <ul style="list-style-type: none"> <li>(i) defamation where <b>you</b> know the statement is false, and</li> <li>(ii) defamation or publication that involves advertising, broadcasting or telecasting activities conducted by <b>you</b>, or on <b>your</b> behalf,</li> </ul> </li> <li>(d) wrongful entry or eviction, or any other invasion of the right of private occupancy,</li> <li>(e) battery or assault, provided that: <ul style="list-style-type: none"> <li>(i) it is not committed by <b>you</b>, or</li> <li>(ii) it is not committed under <b>your</b> direction,</li> </ul> <p>unless it is committed to prevent or eliminate danger to persons or property.</p> </li> </ul>
<b>injury</b> <b>(Employers Liability only)</b>	<p>The <b>accidental</b> death of, or the <b>accidental</b> bodily injury to any person during the <b>period of insurance</b>, including sickness, disease, disability, shock, fright, mental anguish or mental injury.</p>
<b>liable</b>	<p>Legally liable according to the law that applies in the circumstances.</p>
<b>mobile mechanical plant</b>	<p>A <b>vehicle</b>, that has either plant or machinery attached to it, or is primarily designed as mobile plant or machinery.</p>
<b>North America</b>	<p>Any territory under the jurisdiction of the laws of The United States of America or Canada.</p>
<b>occasional contracting</b>	<p>Paid agricultural and horticultural contracting work anywhere in New Zealand, provided that this work:</p> <ul style="list-style-type: none"> <li>(a) represents less than 20% of <b>your</b> annual turnover, and</li> <li>(b) does not involve the use of explosives, and</li> <li>(c) does not involve spraying, application or release of pesticides, herbicides, insecticides, hormone sprays or any other chemical product.</li> </ul>
<b>official investigation</b>	<p>An investigation:</p> <ul style="list-style-type: none"> <li>(a) by a body empowered under an <b>Act</b> to investigate, and</li> <li>(b) relating to a breach or potential breach of an <b>Act</b>.</li> </ul>
<b>period of insurance</b>	<p>The period of insurance shown in the <b>schedule</b>, that specifies the start and end dates of this insurance.</p>
<b>pollution</b>	<p>Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.</p>

<b>products</b>	<p>Any of the following:</p> <ul style="list-style-type: none"><li>(a) any goods that <b>you</b> sell, supply, distribute, manufacture, construct, erect or install, including any item that is used to contain those goods/products (provided the container is not a <b>vehicle</b>), and</li><li>(b) that part of any tangible property that <b>you</b> work on, but not any other separate component of that property.</li></ul>
<b>repair</b>	Repair, alter, renovate, service or install.
<b>reparation</b>	<p>The amount of money <b>you</b> are sentenced to pay as reparation under section 32 of the Sentencing Act 2002.</p> <p>This does not include compliance or remedial costs.</p>
<b>retroactive date</b>	A date that is six months before the original start date of this policy, unless a different date is shown in the <b>schedule</b> . However, if no previous policy has been held, the retroactive date will be the inception date of this policy.
<b>schedule</b>	The latest version of the Schedule <b>we</b> issued to <b>you</b> for this policy.
<b>statutory damages</b>	Damages recoverable under the Privacy Act 1993 or the Human Rights Act 1993.
<b>strict liability offence</b>	A type of offence at law, where a conviction can be obtained against <b>you</b> without the normal requirement of proof of <b>your</b> intention to commit the offence.
<b>vehicle</b>	<p>Any:</p> <ul style="list-style-type: none"><li>(a) motor vehicle, or</li><li>(b) machine on wheels, tracks or rollers (but not rails) that is propelled by its own power, or</li><li>(c) anything, other than a watercraft, designed to be towed by either (a) or (b) above.</li></ul>
<b>we</b>	<p>NZI, a business division of IAG New Zealand Limited.</p> <p><i>We may also use the words 'us', 'our' or 'company' to describe NZI.</i></p>
<b>you</b> <b>(Broadform Liability only)</b>	<p>Any person or entity named in the <b>schedule</b> as 'INSURED'.</p> <p>This includes any of the following, provided they are living or based in New Zealand:</p> <ul style="list-style-type: none"><li>(a) any existing subsidiary company of that entity,</li><li>(b) any existing:<ul style="list-style-type: none"><li>(i) joint venture, or</li><li>(ii) other company,</li></ul>over which that person or entity, exercises more than 50% management control,</li><li>(c) any director, executive officer, employee or partner of:<ul style="list-style-type: none"><li>(i) that person or entity, or</li><li>(ii) any entity referred to in (a) and (b) above,</li></ul>but only while acting in that capacity,</li><li>(d) any office bearer or member of a social club, social sporting club or your employee superannuation fund that has been formed by:<ul style="list-style-type: none"><li>(i) that person or entity, or</li><li>(ii) any entity referred to in (a) and (b) above,</li></ul>but only while acting in that capacity, or in connection with the activities of the club or fund,</li><li>(e) any new organisation that the person or entity acquires through consolidation, merger, purchase of the assets, or assumption of control and active management, provided that:<ul style="list-style-type: none"><li>(i) the new organisation is acquired during the <b>period of insurance</b>, and</li><li>(ii) the acquisition is notified to <b>us</b> within 90 days after it takes effect,</li></ul></li><li>(f) any principal who is party to a contract with:<ul style="list-style-type: none"><li>(i) that person or entity, or</li><li>(ii) any entity referred to in (a) and (b) above,</li></ul>but only for the principal's vicarious liability that arises out of that person's or entity's actions under that contract.</li></ul> <p><i>We may also use the word 'insured' to describe you.</i></p>

**you**  
**(Statutory Liability only)**

Any person or entity named in the **schedule** as 'INSURED' including any director, executive officer, employee or partner while they are acting in that capacity.  
*We may also use the word 'insured' to describe you.*

**you**  
**(Employers Liability only)**

The person(s) or entity named in the **schedule** as 'Insured'.  
*We may also use the word 'insured' to describe you.*





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