



Rural

LIVESTOCK

POLICY WORDING

Rural / LIVESTOCK INSURANCE POLICY

CONTENTS

INTRODUCTION	2
SECTION ONE: INDIVIDUAL ANIMALS	2
OPTIONAL EXTENSIONS	3
SECTION TWO: HERD COVER	4
OPTIONAL EXTENSIONS	4
SECTION THREE: TRANSIT ONLY COVER	5
SECTION FOUR: 30 DAYS COVER	5
SECTION FIVE: WORKING DOGS	5
AUTOMATIC EXTENSIONS	6
OPTIONAL EXTENSIONS	6
SECTION SIX: WORKING HORSES	6
AUTOMATIC EXTENSIONS	7
AUTOMATIC EXTENSIONS TO COVER	7
BASIS OF SETTLEMENT	8
EXCLUSIONS	9
MANAGING YOUR CLAIM	11
GENERAL CONDITIONS	12
DEFINITIONS	13

INTRODUCTION

WELCOME

Welcome to NZI. Thank you for selecting us as your insurer. This is your Livestock 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 endorsements or warranties), 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.

THESE SECTIONS 1 – 6 BELOW ONLY APPLY WHERE SPECIFIED IN THE **SCHEDULE**.

SECTION 1: INDIVIDUAL ANIMALS

A. DEATH

You are insured for the death of the **animal** anywhere in New Zealand including transit within New Zealand, caused by:

1. **accidental** bodily injury, or
2. **accidental** disease, or
3. **accidental** illness.

Provided:

- (a) the **accidental** bodily injury, **accidental** disease, or **accidental** illness is sustained or contracted in New Zealand during the **period of insurance**, and
- (b) the death occurs in New Zealand:
 - (i) during the **period of insurance**, or
 - (ii) not more than 30 days after the **period of insurance** ends.

B. INFERTILITY – MALE ANIMALS ONLY

You are insured for **accidental** bodily injury, or **accidental** illness, or **accidental** disease to **your** male **animal** sustained or contracted in New Zealand during the **period of insurance** that results in:

1. permanent impotency or infertility of the **animal**, or
2. permanent incapability of natural service of the **animal**.

Provided the impotency, infertility or incapability occurs:

- (a) during the **period of insurance**, or
- (b) not more than 30 days after the **period of insurance** ends.

No claim is payable under this section until:

- (i) the **animal** has been impotent, infertile or incapable for more than 90 days, and
- (ii) **you** produce satisfactory evidence and veterinary certification should **we** reasonably require **you** to.

C. MATERNITY

You are insured for the death of the **animal** anywhere in New Zealand including transit within New Zealand caused:

1. by complications of pregnancy, or
 2. while giving birth,
- during the **period of insurance**.

You are not insured for death of the **animal** that occurs during the first 14 days of the **period of insurance**.

D. VET FEES

You are insured for veterinary fees **you** reasonably and necessarily incur for treatment administered relating to a claim **we** have accepted under this section.

The maximum **we** will pay is \$250 for any one **event**.

SECTION 1: OPTIONAL EXTENSIONS

These following optional extensions only apply where specified in the **schedule**.

A. TUBERCULOSIS

You are insured for the death of an **animal** anywhere in New Zealand including transit within New Zealand caused by tuberculosis contracted in New Zealand during the **period of insurance**, provided:

1. that the **animal** was certified as free from tuberculosis, and
2. **your** herd or flock, with which that **animal** had contact, was certified as free from tuberculosis,

at the beginning of the **period of insurance**.

B. DEHORNING AND VELVETING

You are insured for the death of an **animal** anywhere in New Zealand including transit within New Zealand during the **period of insurance** caused by dehorning or velveting, provided:

- (a) the dehorning or velveting was performed by a qualified veterinary surgeon or any other person qualified to perform the procedure, and
- (b) the dehorning was carried out in accordance with the Animal Welfare (Painful Husbandry Procedures) Code of Welfare 2005, and any subsequent updates, or
- (c) the velveting was carried out in accordance with the New Zealand Code of Practice for Welfare of Stags During the Removal of Velvet.

C. THEFT AND ESCAPE

You are insured for **accidental loss** of the **animal** during the **period of insurance** caused by:

1. theft or escape, following violent and forcible entry to, or exit from, the **situation** by any unauthorised or malicious person(s), other than **you** or members of **your** family or any employee(s) or agent(s) of **yours**, or
2. escape as a result of damage to fences or gates at the **situation**, caused by any of the following:
 - (a) fire, lightning or explosion,
 - (b) storm or flood,
 - (c) riot or labour disturbance,
 - (d) aircraft or other aerial or spatial devices or articles dropped from them,
 - (e) impact by any vehicle or animal.

Provided:

- (i) the **animal** is checked by **you** (or someone on **your** behalf) at least every 48 hours, and
- (ii) perimeter fences are adequate for containing the **animal**, and are maintained in a sound condition, and
- (iii) external gates and loading pen gates are secured when the property is unattended.

D. UNBORN OFFSPRING

If an **animal** dies carrying unborn offspring, and that death is covered under this policy, **you** are also insured for the **actual value** of the unborn offspring.

You must provide **us** with a certificate from a qualified veterinary surgeon, confirming the presence of an otherwise normal foetus in the uterus at the time of the **animal's** death.

SECTION 2: HERD COVER

A. DEATH

You are insured for the death of members of a **herd** anywhere in New Zealand including transit within New Zealand caused by:

1. **accidental** bodily injury, or
2. **accidental** disease, or
3. **accidental** illness.

Provided:

- (a) the **accidental** bodily injury, **accidental** disease, or **accidental** illness is sustained or contracted in New Zealand during the **period of insurance**, and
- (b) the death occurs in New Zealand:
 - (i) during the **period of insurance**, or
 - (ii) not more than 30 days after the **period of insurance** ends.

Every animal within the **herd** must be ear tagged or tattooed, and if requested **you** must supply to **us**, within 30 days of the commencement of this insurance, a list of the animals specifying age, sex, breed and identification numbers.

You are not insured for the death of any animal in the **herd** that occurs within 30 days of the arrival of that animal on **your** farm.

B. VET FEES

You are insured for veterinary fees **you** reasonably and necessarily incur for treatment administered relating to a claim **we** have accepted under this section.

The maximum **we** will pay is \$250 for any one **event**.

SECTION 2: OPTIONAL EXTENSIONS

These following optional extensions only apply where specified in the **schedule**.

A. TUBERCULOSIS

You are insured for the death of members of a **herd** caused by tuberculosis contracted in New Zealand during the **period of insurance** provided all the **herd** insured was certified as free from tuberculosis at the beginning of the **period of insurance**.

B. THEFT AND ESCAPE

You are insured for **accidental loss** of the **herd** during the **period of insurance** caused by:

1. theft or escape, following violent and forcible entry to, or exit from, the **situation** by any unauthorised or malicious person(s), other than **you** or members of **your** family or any employee(s) or agent(s) of **yours**, or
2. escape as a result of damage to fences or gates at the **situation**, caused by any of the following:
 - (a) fire, lightning or explosion,
 - (b) storm or flood,
 - (c) riot or labour disturbance,
 - (d) aircraft or other aerial or spatial devices or articles dropped from them,
 - (e) impact by any vehicle or animal.

Provided:

- (i) the **herd** is checked by **you** (or someone on **your** behalf) at least every 48 hours, and
- (ii) perimeter fences are adequate for containing the **herd**, and are maintained in a sound condition, and
- (iii) external gates and loading pen gates are secured when the property is unattended.

SECTION 3: TRANSIT ONLY COVER

A. DEATH DURING TRANSIT

You are insured for the death of the **animal** caused by **accidental** bodily injury provided that:

1. the **accidental** bodily injury to the **animal** occurs while in transit within New Zealand during the **period of insurance**, and
2. the death of the **animal** occurs in New Zealand:
 - (a) during the **period of insurance**, or
 - (b) not more than 30 days after the **period of insurance** ends.

B. VET FEES

You are insured for veterinary fees **you** reasonably and necessarily incur for treatment administered relating to a claim **we** have accepted under this section.

The maximum **we** will pay is \$250 for any one **event**.

SECTION 4: 30 DAYS COVER

A. DEATH

You are insured for the death of the **animal** anywhere in New Zealand including transit within New Zealand caused by:

1. **accidental** bodily injury, or
2. **accidental** disease, or
3. **accidental** illness.

You have this cover for a period of 30 days.

Provided:

- (a) any **accidental** bodily injury, **accidental** disease, or **accidental** illness that causes the death of the **animal** must be sustained or contracted in New Zealand within this 30-day period, and
- (b) the death of the **animal** must occur in New Zealand:
 - (i) within this 30-day **period of insurance**, or
 - (ii) not more than 30 days after the period ends.

B. VET FEES

You are insured for veterinary fees **you** reasonably and necessarily incur for treatment administered relating to a claim **we** have accepted under this section.

The maximum **we** will pay is \$250 for any one **event**.

SECTION 5: WORKING DOGS

A. DEATH

You are insured for the death of **your working dog** anywhere in New Zealand caused by:

1. **accidental** bodily injury, or
2. **accidental** poisoning.

Provided:

- (a) the **accidental** bodily injury or **accidental** poisoning is sustained in New Zealand during the **period of insurance**, and
- (b) the death occurs in New Zealand:
 - (i) during the **period of insurance**, or
 - (ii) not more than 30 days after the **period of insurance** ends.

B. VET FEES

You are insured for veterinary fees **you** reasonably and necessarily incur for treatment administered relating to a claim **we** have accepted under this section.

The maximum **we** will pay is \$250 for any one **event**.

SECTION 5: AUTOMATIC EXTENSIONS

- A. REPLACEMENT WORKING DOGS** Any working dog **you** purchase during the **period of insurance**, to replace the **working dog** initially covered by this policy, is insured on the same terms and conditions.
Provided:
- (a) **you** give **us** the details of the replacement **working dog** before the next renewal of this policy, and
 - (b) **you** pay **us** any additional premium **we** may require for the replacement **working dog**, and
 - (c) the use of the replacement **working dog** is the same as that of the original **working dog** covered by this policy.
- Any replacement **working dog** is insured for the same value as the **working dog** it replaces, unless **you** have notified **us** of a new value.
- B. ADDITIONAL WORKING DOGS** Any additional **working dog(s)** **you** purchase during the **period of insurance** is insured under this policy.
Provided:
- (a) **you** give **us** the full details of the additional **working dog(s)** within 30 days of **your** purchase of it, and
 - (b) **you** pay **us** any additional premium **we** may require, and
 - (c) the additional **working dog(s)** is used for the same purpose as the **working dog(s)** already covered by this policy.
- The most **we** will pay under this extension is \$750 per dog.

SECTION 5: OPTIONAL EXTENSIONS

The following optional extension only applies when specified in the **schedule**.

- A. ILLNESS AND DISEASE** **You** are insured for the death of **your working dog** anywhere in New Zealand, caused by:
- 1. **accidental** disease, or
 - 2. **accidental** illness.
- Provided:
- (a) the **accidental** disease or **accidental** illness is sustained or contracted in New Zealand during the **period of insurance**, and
 - (b) the death occurs in New Zealand:
 - (i) during the **period of insurance**, or
 - (ii) not more than 30 days after the **period of insurance** ends.

SECTION 6: WORKING HORSES

- A. DEATH** **You** are insured for the death of **your horse** anywhere in New Zealand caused by **accidental** bodily injury.
Provided:
- (a) the **accidental** bodily injury is sustained in New Zealand during the **period of insurance**, and
 - (b) the death occurs in New Zealand:
 - (i) during the **period of insurance**, or
 - (ii) not more than 30 days after the **period of insurance** ends.
- B. LOSS OF USE** **You** are insured for **loss of use** of **your horse** anywhere in New Zealand caused by **accidental** bodily injury during the **period of insurance**.
The maximum **we** will pay for any **event** is:
- 1. 60% of the sum insured specified in the **schedule**, or
 - 2. \$3,000 for **horses** aged under 13 years, or \$1,500 for **horses** aged 13 years or older, whichever is the lesser.

C. STABLE LOSS

You are insured for reasonable costs **you** incur for using a similar stable for **your horse** following the **accidental** destruction during the **period of insurance** of the stables or paddocks in which the **horse** is normally kept.

The maximum **we** will pay is \$1,000 for any one **event**.

D. VET FEES

You are insured for veterinary fees **you** reasonably and necessarily incur for treatment administered relating to a claim **we** have accepted under this section.

The maximum **we** will pay is \$250 for any one **event**.

SECTION 6: AUTOMATIC EXTENSIONS

A. REPLACEMENT WORKING HORSES

Any horse **you** purchase during the **period of insurance**, to replace the **horse** initially covered by this policy, is insured on the same terms and conditions.

Provided:

- (a) **you** give **us** the details of the replacement horse before the next renewal of this policy, and
- (b) **you** pay **us** any additional premium **we** may require, and
- (c) the use of the replacement horse is the same as that of the original **horse** covered by this policy.

Any replacement horse is insured for the same value as the **horse** it replaces, unless **you** have notified **us** of a new value.

B. ADDITIONAL WORKING HORSES

Any additional horse(s) **you** purchase during the **period of insurance** is insured under this policy.

Provided:

- (a) **you** give **us** the full details of the additional horse within 30 days of **your** purchase of it, and
- (b) **you** pay **us** any additional premium **we** may require, and
- (c) the additional horse is used for the same purpose as the **horse** already covered by this policy.

The most **we** will pay for any additional horse is:

1. \$2,500, or
2. the sum insured specified in the **schedule**,
whichever is the lesser.

AUTOMATIC EXTENSIONS TO COVER

These following extensions apply to all sections of this policy.

A. INTENTIONAL SLAUGHTER FOR HUMANE REASONS

You are insured for the intentional slaughter of **your livestock** without **our** consent, provided:

1. the slaughter is humane and necessary to end incurable suffering, and
2. the **livestock** is suffering from:
 - 2.1 **accidental** bodily injury, or
 - 2.2 **accidental** disease, or
 - 2.3 **accidental** illness, or
 - 2.4 permanent impotency or infertility of the **animal**, or
 - 2.5 permanent incapability of natural service of the **animal**,
for which a claim is otherwise covered under this policy, and
3. the slaughter is carried out by or under the supervision of a qualified veterinary surgeon, and
4. a qualified veterinary surgeon certifies the slaughter to be necessary to end incurable suffering.

If **you** become aware of any situation likely to give rise to intentional slaughter of **your livestock** **you** must contact **us**.

You do not have to delay the slaughter to contact **us** provided that a qualified veterinary surgeon certifies that the delay would have unnecessarily prolonged the **livestock's** suffering.

Upon death of **your livestock** a post-mortem must be carried out if the cause of the:

- (a) **accidental** bodily injury, or
- (b) **accidental** disease, or
- (c) **accidental** illness, or
- (d) permanent impotency or infertility of the **animal**, or
- (e) permanent incapability of natural service of the **animal**,
is unclear or unknown.

We may request the results of this post-mortem before considering a claim under this extension.

B. INTENTIONAL SLAUGHTER REQUIRED BY REGULATION

You are insured for the intentional slaughter of **your livestock** anywhere in New Zealand during the **period of insurance**, where performed without **our** consent, provided the intentional slaughter is to comply with the requirements of the Government or any Local Authority acting under any statute or **regulation**.

BASIS OF SETTLEMENT

A. MAXIMUM AMOUNT PAYABLE – DEATH

The most **we** will pay under:

- ▶ 'Section 1: Individual Animals Part A – Death', or
- ▶ 'Section 1: Individual Animals Part C – Maternity', or
- ▶ 'Section 1: Optional Extensions', or
- ▶ 'Section 2: Herd Cover', or
- ▶ 'Section 3: Transit Cover', or
- ▶ 'Section 4: 30 Days Cover' or
- ▶ 'Automatic Extensions to Cover Part A Intentional Slaughter for Humane Reasons',

of this policy is:

1. the **actual value** of the **animal** or **herd** at the time of the **loss**, or
2. the **sum insured** specified in the **schedule**,

whichever is the lesser.

The value of unborn offspring is not included in the **actual value** of the **animal** unless cover for unborn offspring is stated in the **schedule**. See also 'Section 1: Optional Extensions Part D – Unborn Offspring'.

B. MAXIMUM AMOUNT PAYABLE – INFERTILITY

The most **we** will pay for any **event** under 'Section 1: Individual Animals Part B – Infertility' is:

1. the difference between:
 - (a) the sum realised by the disposal of the **animal** to best advantage, and
 - (b) the **animal's actual value** prior to its impotency, infertility or incapability, or
 2. the **actual value** of the **animal** prior to its impotency, infertility or incapability, or
 3. the **sum insured** specified in the **schedule**,
- whichever is the least.

C. MAXIMUM AMOUNT PAYABLE – INTENTIONAL SLAUGHTER REQUIRED BY REGULATION

The most **we** will pay under 'Automatic Extensions to Cover – Part B Intentional Slaughter Required by Regulation' is:

1. the difference between:
 - (a) the amount of compensation available under any order or law by which the **animal** or **herd** was slaughtered, and
 - (b) the **actual value** of the **animal** or **herd** at the time of the **loss**, or
 2. the **actual value** of the **animal** or **herd** at the time of the **loss**, or
 3. the **sum insured** specified in the **schedule**,
- whichever is the lesser.

D. EXCESS – SECTION 2: HERD COVER

You are not insured for the first 5% (or any higher percentage specified in the **schedule**) of the **actual value** of the **herd**, for each **event**, as this is **your** excess.

In all cases, a minimum excess of \$1,000, and a maximum excess of \$50,000 applies, or any other minimum and maximum amounts specified in the **schedule**.

E. WORKING DOGS

The most **we** will pay under 'Section 5: Working Dogs' for any **working dog** individually identified in the **schedule** is:

1. the **actual value** of the **working dog** at the time of its death, or
 2. the **sum insured** specified in the **schedule**,
- whichever is the lesser.

The most **we** will pay under 'Section 5: Working Dogs' for any **working dog** not individually identified in the **schedule** is:

1. the **actual value** of the **working dog** at the time of its death, or
 2. \$750,
- whichever is the lesser.

F. WORKING HORSES

The most **we** will pay under 'Section 6: Working Horses' for any **horse** is:

1. the **actual value** of the **horse** at the time of its death, or
2. the **sum insured** specified in the **schedule**,
whichever is the lesser.

EXCLUSIONS

A. TRANSPORTATION

You are not insured for the death of **your livestock** arising from or during the transit of the **livestock** if:

1. the transit is not conducted in a timely manner without unnecessary or unreasonable stops and delays, or
2. the vehicle transporting the **livestock** is not suitable for the type of animal being transported.

B. CAUSES NOT INSURED

You are not insured for death, impotency, infertility or incapability of natural service, of **your livestock** caused by:

1. any of the following:
 - 1.1 dehorning, velveting,
 - 1.2 induced birth,
 - 1.3 tuberculosisunless specified in the **schedule** as being insured, or
2. any of the following:
 - 2.1 castration,
 - 2.2 osteoporosis,
 - 2.3 anthrax or footrot in sheep or goats,
 - 2.4 swine fever or post-weaning multisystemic wasting syndrome in pigs,
 - 2.5 bovine spongiform encephalopathy (BSE) in cattle, or
 - 2.6 infectious and contagious illness in **working dogs** including:
 - (i) parvo virus, or
 - (ii) kennel cough, or
 - (iii) distemper, or
3. malicious poisoning or injury caused by **you**, or any member of **your** family, or any employee or agent of **yours**, or
4. any surgical operation or inoculation, unless the operation or inoculation was certified by a qualified veterinary surgeon as being necessary to attempt to save the **livestock's** lives, or
5. **accidental** disease or illness, where the disease or illness is certified by a qualified veterinary surgeon as being the natural result of ageing, or
6. the use of any **horse** for racing or steeplechasing.

C. INTENTIONAL SLAUGHTER

You are not insured for the intentional slaughter of **your livestock**, with or without **our** consent, other than the cover provided under 'Automatic Extensions to Cover – Part A. Intentional Slaughter for Humane Reasons' and 'Automatic Extensions to Cover Part B. Intentional Slaughter Required by Regulation'.

D. PRE EXISTING CONDITIONS

You are not insured for the death, impotency, infertility or incapability of natural service, of **your livestock** due to any injury, illness, disease, disability or physical abnormality that existed at the commencement of this insurance.

- E. SOUND ANIMAL HUSBANDRY** **You** are not insured for the death, impotency, infertility or incapability of natural service, of **your livestock** due to **your** failure to practise sound animal husbandry including the following:
1. neglect of the **livestock**,
 2. improper care of or attention to the **livestock**,
 3. misuse of the **livestock**,
 4. failure to provide appropriate medical care for the **livestock**,
 5. failure to provide appropriate housing or shelter for the **livestock**,
 6. failure to provide sufficient food or water for the **livestock**.
- F. MATERNITY RISKS** **You** are not insured for the death of **your livestock** that is caused directly by pregnancy or giving birth, other than cover provided by 'Section 1: Individual Animals Part C Maternity' of this policy.
- G. INCAPACITY OF SERVICE** **You** are not insured for any **loss**, consequential or otherwise, arising from the inability of any **animal** to sire, service or procreate, other than cover provided by 'Section 1: Individual Animals Part B Infertility – Male Animals Only' of this policy.
- H. OTHER USAGE** **You** are not insured for the death, impotency, infertility or incapability of natural service, of any of **your livestock** due to the use of the **livestock** that is different to the use declared at the commencement of this insurance.
- I. CONSEQUENTIAL LOSS** This policy does not insure any kind of consequential loss (*e.g. financial loss that occurs as a result of the loss of the insured animal*), including the following:
1. penalties,
 2. delays,
 3. loss of market,
 4. loss of use of any animal,
 5. loss of stud fees,
 6. loss of future progeny.
- J. NATURAL DISASTER** This policy does not insure **loss**, liability, prosecution or expense of any type in connection with earthquake, subterranean fire, volcanic eruption, tsunami, geothermal activity, or hydrothermal activity.
- K. NUCLEAR** This policy does not insure **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.
- L. TERRORISM** This policy does not insure **loss**, liability, prosecution or expense of any type in connection with an **act of terrorism**.
- M. 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

A. YOUR OBLIGATIONS

- 1. ADVISE US**

If **you** become aware of any situation that is likely to give rise to a claim, **you** must contact **us** immediately.
- 2. MINIMISE THE LOSS**

You must take all reasonable steps to minimise the claim and avoid any further **loss** arising.
- 3. NOTIFY THE POLICE**

You must immediately lay a complaint with the Police if **you** suspect the criminal involvement of another person(s).
- 4. PROVIDE FULL INFORMATION**

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

 - 4.1 disclosed to **us**, and
 - 4.2 transferred to the Insurance Claims Register Limited.

You must:

 - (a) give **us** free access to inspect any animal and the premises on which it is kept, and
 - (b) send any relevant correspondence or documents to **us**, and
 - (c) complete a claim form or statutory declaration to confirm the claim if **we** request it, and
 - (d) provide any other information, proof of ownership or assistance that **we** may require at any time.
- 5. VETERINARY ATTENDANCE AND CERTIFICATION**

As soon as **you** are aware of any occurrence that is likely to result in a claim under any part of this policy **you** must:

 - 5.1 ensure that a qualified veterinary surgeon attends to the **livestock**, and
 - 5.2 arrange for a qualified veterinary surgeon to supply a certificate confirming the cause of death, impotency, infertility or incapability of natural service.
- 6. DISPOSAL OF THE ANIMAL**

It is **your** responsibility to dispose of the animal or its carcass.

You may only dispose of the animal, or its carcass, after **you** have met **your** obligations under this policy to minimise the **loss**.

Where possible **you** must dispose of the animal, or its carcass, to the best financial advantage.

The amount realised shall be deducted from **your** claim.
- 7. BE TRUTHFUL**

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

 - 7.1 decline **your** claim either in whole or in part, or
 - 7.2 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.

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. RECOVERIES**

If any **livestock** that **we** have paid a claim for is later found or recovered, **you** must tell **us** immediately and hand it over to **us** if **we** request it.

We have the right to keep any **livestock** that **we** have paid a claim for under this policy, including any proceeds if it is sold.
- 3. REPARATION**

If any person is ordered to make reparation to **you** for a claim in relation to any **livestock** that **we** have paid a claim under this policy for, then **you** must tell **us**. Any payments received must first reimburse **our** claims payment up to the amount of any reparation received.

GENERAL CONDITIONS

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 is covered under this policy can claim under any other insurance, **we** will only pay over and above the limit payable by the other insurances.

3. INTEREST OF OTHER PARTIES

If **we** are advised of any party having a financial interest over **your** insured assets, **we** may pay part or all of any valid claim proceeds to that party to the extent of their interest. This will form part of **our** obligations to **you** under this policy.

You consent to **us** transferring **your** relevant personal information to that party.

4. SEPARATE INSURANCE

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 each part of this policy.

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.

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. GOVERNING LAW AND JURISDICTION

The law of New Zealand applies to 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 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.

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.
- 5. FITNESS AND HEALTH**

The **livestock** must be free from injury, illness, disease, disability or physical abnormality at the commencement of this insurance.

Where **we** require a certificate of health, cover provided by this insurance is restricted to death caused only by **accidental** injury until such time as **we** receive the certificate of health from a qualified veterinary surgeon.

Where the certificate of health shows a material change to the risk **we** may cancel or modify the terms and conditions of this policy.
- 6. ACTUAL VALUE PAYMENT IN FULL**

If **we** settle a claim for the **actual value** of the **livestock**, the insurance on that **livestock** ceases entirely from the date of the death. No premium will be refundable for the unexpired **period of insurance** in respect of that **livestock**.

DEFINITIONS

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 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.

actual value	The reasonable market price of the animal if it had been sold immediately before the loss .
animal	The animal(s) specified in the schedule as the animal(s) insured under this policy.
event	Any one event or series of events arising from one source or original cause.
herd	The herd of animals specified in the schedule as the herd of animals insured under this policy. <i>The word herd represents all collective nouns used for all types of animal, for example flock of sheep or litter of pigs.</i>
horse	The horse(s) specified in the schedule as the horse(s) insured under this policy, provided the horse(s) is: (a) not less than 12 months or older than 14 years of age at the start of the period of insurance , and (b) used on your rural property for your normal agricultural activities.
livestock	Your animal(s), herd, working dogs and working horses.
loss	Physical loss or physical damage occurring during the period of insurance .
loss of use	The permanent inability of the horse to: (a) carry out the normal agricultural activities you own and insure it for, and (b) carry out any other form of equestrian activity.
period of insurance	The period shown in the schedule , that specifies the start and end dates of this insurance contract.
regulations	Regulations that are: (a) made under, or (b) framed pursuant to, any Act of Parliament or any local authority regulation or by-law.
schedule	The latest version of the Schedule we issued to you for this policy.
situation	The location or locations referred to in the schedule .
sum insured	The limit of our liability stated in the schedule .
we	NZI, a business division of IAG New Zealand Limited. <i>We may also use the words 'us', 'our' or 'company' to describe NZI.</i>
working dog	The dog(s) specified in the schedule as the dog(s) insured under this policy, provided the dog(s) is: (a) not less than 4 months or older than 9 years of age at the start of the period of insurance , and (b) used on your rural property for your normal agricultural activities, including participation in dog trials.
you	The person(s) or entity named in the schedule as 'Insured'. <i>We may also use the word 'insured' to describe you.</i>



NZI is a business division of IAG New Zealand Limited, a wholly owned subsidiary of Insurance Australia Group, Australasia's largest general insurer. Established in 1859, it is today one of the country's largest and longest-serving fire and general insurance brands, protecting tens of thousands of New Zealanders every year.

Through our broad range of commercial, personal, marine, professional risks and rural insurance products, we pride ourselves on helping people to achieve the best protection for their assets.

We partner with a network of skilled and experienced brokers and other insurance intermediaries who distribute our products. We pay remuneration to our brokers and intermediaries when they issue our policies, and when these policies are renewed or varied.

To find out more about the advantages of choosing NZI, talk to your broker or visit nzi.co.nz.

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