

Effective 15 December 2023

vero

FARM & LIFESTYLE BLOCK
INSURANCE

Farmer's General Liability Policy





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

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

Index

Welcome to your Farmer's General Liability Policy – insurance for liability connected with your farming operations	3
What this Farmer's General Liability Policy covers	4
Exclusions – things we don't cover	12
Making a claim	19
How we settle your claim	21
What your responsibilities are	22
Policy conditions and other important information	24
Definitions	28

Welcome to your Farmer's General Liability Policy – insurance for liability connected with your farming operations



In this policy wording, we set out what's covered and what's not covered under your policy, your responsibilities, and how we work together with you at claim time.

Who we mean by 'you'

When we say 'you' or 'your', we mean the *entity, insured, insured person, person, people, or people insured* named on your *schedule*.

Who we mean by 'we'

When we say 'we', 'us', or 'our', we mean Vero Insurance New Zealand Limited.

The documents that make up your insurance policy

Your insurance policy is made up of three parts.

1. This policy wording. It explains what we do and don't cover, the responsibilities you have under the policy, and how to make a claim.
2. Your policy *schedule*. It gives details specific to you, including who and what is insured, when cover starts and ends, and the *premium* you've agreed to pay. The policy *schedule* also includes any special terms that might apply, which might also detail things that we do and don't cover.
3. The information in your proposal, application, or declaration.

Read your policy wording, so you know what we do and don't cover

We agree to give you insurance cover as outlined in this policy wording and your policy *schedule*, as long as your *premium* payment is up to date.

Read your insurance policy documents carefully, so you know what you are, and are not, covered for. Keep them together in a safe place.

Once you've read this policy wording, contact your insurance adviser if you would like more information.

Headings in this policy wording are descriptive

The headings used in this policy wording are descriptive – they're to help you find information. They're not part of the terms and conditions, so you can't rely on them to interpret the policy's meaning.

Words in italics have specific meanings

When words are in *italics*, they have specific meanings that we've defined in the 'Definitions' section on page 28. When we use these words, we mean the definitions we give in the 'Definitions' section.

What this Farmer's General Liability Policy covers

We'll cover all amounts you're legally liable to pay as direct compensation for any *personal injury* or *damage to property*.

The *personal injury* or *damage to property* must have happened:

- during the *period of insurance*
- as a result of an *occurrence* connected with your *farming operations*
- within New Zealand.

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

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

Benefits we include in your cover

This section explains in detail the benefits we provide, and what we'll pay for each.

BENEFIT	PAGE
Compensation for court appearance	5
Defamation	5
Exemplary damages	5
Farm contracting	5
Farm stay	5
Landlord's liability	5
Milk contamination	6
Moral obligation	6
Overseas visits	6
Poisoning of animals	6
Pollutants	6
Product liability	7
Product recall	7
Property in your custody or control	8
Reparation	8
Roadside grazing	9
Service and repair	9
Tenant's liability	10
Underground services	10
Use of vehicles and watercraft	10
Vibration or weakening of support	10

OPTIONAL BENEFIT	PAGE
Meat contamination	10
Spraying liability	11

Compensation for court appearance – we'll cover you if you appear as a witness

We'll pay for each day that you attend court as a witness in connection with a claim under this Farmer's Liability cover. Each day, we'll pay the daily rate of \$250 or any higher amount shown on your *schedule*.

The most we'll pay is \$7,500 or any higher amount your *schedule* shows for any one *occurrence*.

Defamation – we'll cover you for defamation or invasion of privacy

If you become legally liable in a case of defamation or invasion of privacy, we'll cover your legal liability. However, we don't cover claims arising from defamation in any of these situations.

- The first publication date was before the *period of insurance* started
- You made or directed someone to make the defamatory statement, and you knew it was false.

We also won't cover defamation made:

- in advertising, broadcasting, or televising
- on the internet or an intranet
- in newspapers, journals, books, or periodicals, published by you or on your behalf.

Exemplary damages – we'll cover you for exemplary damages

If a New Zealand court finds that you must pay exemplary *damages*, we'll cover you for your legal liability. These exemplary *damages* must be related to *personal injury* that happened in New Zealand.

We don't cover you for exemplary *damages* for anything dishonest or malicious that you do, or deliberately don't do.

You must not have told anyone that you are covered, or the terms of this cover, unless you have our written consent, and have legally had to do so.

The most we'll pay in any *period of insurance* for exemplary *damages*, including any *defence costs*, is \$1,000,000 or any higher amount shown on your *schedule*.

Farm contracting – we'll cover your liability related to farm contracting

We'll cover you for your legal liability arising from occasional farm contracting. The income you earn from farm contracting activities must make up no more than 20% of your annual farming income.

We don't cover liability associated with spraying chemical products – including pesticides, herbicides, fungicides, and hormone sprays – unless you have purchased the 'Spraying liability' optional benefit and it is shown on your *schedule*.

Farm stay – we'll cover your liability for farm stays

We'll cover you for your legal liability as an innkeeper under the Innkeepers Act 1962 arising from a farm stay that you run as part of your *farming operations*.

Landlord's liability – we'll cover you for liability as a landlord

We'll cover you for your legal liability as a landlord to pay direct compensation that results from:

- *damage* to property
- *personal injury*.

The *damage* or *injury* must be connected with premises that you legally own but don't physically occupy.

Milk contamination — we'll cover you if you contaminate other people's milk

If your milk *accidentally* contaminates someone else's milk, we'll cover your legal liability. However, we don't cover you for any fines or demerit penalties you get as a result of the *occurrence*.

The most we'll pay is the limit of indemnity shown in the *schedule* for any one *occurrence*.

Moral obligation — we'll provide limited cover where you're not legally liable

We'll cover you if you believe you're morally obliged to pay for *damage* to other people's property, caused by either:

- your stock trespassing, escaping, or getting out of control while being driven
- your working dogs, as long as they were under your control, or the control of an *employee*, at the time of the *event*.

We'll settle any claim based on what you would have paid if you were legally liable, but we will not pay for:

- costs that you have agreed to pay, or paid, before we have agreed to accept a claim under this benefit
- loss that is covered under an insurance policy held by the property owner
- intentional slaughter of any animal unless by a vet and for the sole purpose of ending incurable suffering
- legal costs of any other party.

The most we'll pay is \$5,000 for any one *event*.

Overseas visits — we'll cover you for some kinds of work when you're overseas

When you are out of New Zealand, we'll cover you for your legal liability for *damage to property* or *personal injury*.

The *occurrence* must result from you doing clerical, managerial, marketing or sales work relating to your normal *farming operations* tasks. This benefit doesn't cover any liability connected to physical or manual work.

You must normally live in New Zealand, and be away for less than 60 days.

Poisoning of animals

We'll cover you for your legal liability if any animal which is in your custody or control dies or is injured as a direct consequence of being *accidentally* poisoned or *accidentally* ingesting any harmful matter in food or drink.

We will not cover birds or any animal belonging, leased or hired to you.

The most we will pay for any one animal is \$2,000 or any higher amount shown on your *schedule*. The most we will pay in total for any one *event* is the limit of indemnity shown on your *schedule*.

Pollutants

We'll cover you for your legal liability for *damage to property* or *personal injury* resulting from pollution or contamination if:

- it is *accidental*
- it occurred during the *period of insurance*
- it is detected by you or your *employee* within 14 days of it first happening
- all reasonable action to stop or remediate the pollution or contamination is taken on discovery
- it is reported to us within 7 days of being detected

We'll not pay for any cost to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of pollutants on structures, premises, sites, land, plant, *vehicles* and produce or any other property currently or previously owned, occupied, used by or under the control of you where the obligation arises out of such ownership, occupancy, use or control by you.

We will not cover any liability arising from your milk *accidentally* contaminating someone else's milk, or any liability that results from contamination to someone else's honey, wine, or olive products while undergoing a production process in the course of your *farming activities*.

Product liability – we'll cover you when selling products

We'll cover you for your legal liability if *products* you sell or supply cause *damage to property* or *personal injury* during the *period of insurance*.

This cover is subject to certain conditions

You're covered if, as far as you know, the *products* have been or will be supplied to a person, company, or organisation.

The *products* do not have to be in their original form, however you must take all reasonable steps to ensure they were supplied in good condition, free from contamination or defects, and were suitable for the purpose the buyer required.

We'll pay up to the product liability limit, and defence costs

The total amount we'll pay for claims for both *products* and product recall is the product liability limit of indemnity on your *schedule*. We explain this in more detail in the 'Product Recall' benefit below.

If we accept a claim for product liability, we'll also pay your *defence costs* where required.

We won't cover you in some circumstances

We will not pay for:

- legal liability or *defence costs* for *products* sent to the USA or Canada, or anywhere subject to their jurisdiction
- the cost of inspecting, repairing, or replacing the *products* that you sold or supplied, or the cost of refunding the price paid – however, cover is available for resulting loss to other tangible property caused by the initial loss
- any compensation or costs which are, or should have been, covered by insurance which you were legally required to take out in another country
- costs arising from the recall or withdrawal of the *products*, or of the property that the *products* are part of
- your liability for *damage to property* or *personal injury* in any way connected with any:
 - *product* you sold or supplied for use in any aircraft, spacecraft, aerial device, or object made or intended to be an air or spacecraft of any description
 - advice, directions, instructions, markings, or warnings that you gave or didn't give
 - error, failure, or omission in design, formula, plan, or specification
 - deficiency, defect, or fault in instructions, directions, markings, or warnings that you prepared, relating to how to use or store the *product*.

Product recall – we'll cover the cost of recalling products

We'll contribute to costs you are legally liable to pay to physically recall or withdraw *products* that have already resulted in a claim we cover under this Farmer's General Liability policy. We must agree that recalling or withdrawing the *products* is necessary to prevent similar claims.

The proportion of the total costs we will pay is shown on your *schedule* as a percentage. We will use this percentage to calculate our contribution towards the total costs. The *excess* will be deducted before we pay the remaining amount to you.

The most we will pay for all claims under the 'Product Recall' benefit in any *period of insurance* is \$80,000 or any higher *sum insured* shown on your *schedule*.

The most we'll pay for all claims under the 'Product Liability' and 'Product Recall' benefits in any *period of insurance* is the limit of indemnity shown on your *schedule*.

Property in your custody or control – we'll cover you for loss to property that you don't own, but have in your care or use

We'll cover you for your legal liability for *damage* to the following items in your custody or control:

- premises you don't own or *rent*, where you are working in connection with your *farming operations*
- customer's or visitor's *vehicles* or trailers parked on your farm
- *farm livestock* – the most we'll pay for any one animal is \$3,000
- horses – the most we'll pay for any one animal is \$3,000
- any other physical property.

We don't cover:

- property you have agreed to insure
- property you rent, lease, hire, or have under hire purchase or a conditional agreement
- *vehicles* or *watercraft* you hold for service or repair
- property you are being paid to store

The exclusion 'Property in care, custody or control' does not apply to this benefit.

Special excesses apply for claims under this benefit

Any claims involving *farm livestock* or horses carry a minimum *excess* of \$5,000. All other claims carry a minimum *excess* of \$1,000. If your *schedule* shows a higher *excess*, it applies instead of these minimum *excesses*.

Limits apply to what we'll pay

The most we'll pay for each *event* that results in loss is \$250,000 unless your *schedule* shows a higher amount.

Reparation – we'll cover court-ordered payments to victims

We'll cover you for your legal liability to pay *reparation* linked to *personal injury* or *damage to property* during the *period of insurance*. It must result from an *event* in New Zealand that's connected to your *farming operations*.

We'll cover you for this liability if all of the following apply:

- You tell us immediately if you or anyone entitled to this cover for *reparation* is charged with an offence that:
 - is connected to your *farming operations*
 - results in *personal injury* to another person or *damage to property*.
- You don't offer any *reparation* without our written approval (including as part of any case management conference or sentencing hearing).

We won't cover defence costs or health and safety events

We won't cover you for *defence costs* under this benefit. We won't pay *defence costs* related to an offence, or when your liability is to pay *reparation*.

We won't cover *reparation* arising from prosecution of an offence under the Health and Safety at Work Act 2015 or any replacement Act.

We'll pay the lesser of the limit of indemnity or \$10,000,000

The most we'll pay for any one *period of insurance* is the limit of indemnity that's on your *schedule* or \$10,000,000, whichever is less.

Roadside grazing — we'll cover your liability to territorial authorities

We'll cover your legal liability to any territorial authority resulting from you grazing animals on a roadside.

Service and repair — we'll cover you for damage to machinery in your care

We'll cover you for your legal liability for an *accident* arising from you:

- repairing
- renovating
- maintaining
- installing, or
- servicing

any:

- *vehicle*
- *watercraft* not exceeding 8 metres in length
- internal combustion engines

or their accessories or fittings.

The activities must be in connection with your *farming operations*.

The *vehicle*, *watercraft*, internal combustion engine, accessory, or fitting, must have been in your care, custody, or control, but you must not have owned, hired, leased, rented, or borrowed it.

We won't cover your liability in some situations

We won't cover your legal liability to pay the cost of correcting errors, defects, or faulty work on the *machinery*, or performing, completing, correcting, or improving any work done.

If errors, defects, or faulty work by you causes *damage* to other property or parts that you haven't been working on and you're legally liable for its repair, this benefit won't apply.

How we'll settle your claim under this benefit

The most we will pay for any one item being serviced or repaired is \$100,000 or any higher amount shown on your *schedule*. The most we will pay in total for any one *event* is the limit of indemnity shown on your *schedule*.

Special conditions for vehicles

We won't cover you under this benefit for your legal liability for *damage to property* or *personal injury* that occurs while driving, sailing, or navigating any *vehicle* or *watercraft* by anyone who:

- didn't have a valid licence to drive the *vehicle* when the *accident* happened
- was under the influence of alcohol or a drug at the time of the *accident*
- had a higher proportion of alcohol in their blood or breath than allowed under New Zealand traffic law
- failed to stop or left the scene of the *accident* when it was an offence
- refused to take a breath test or provide a blood sample when lawfully asked to.

Tenant's liability — we'll cover your liability for places you lease or rent

We'll cover your legal liability for *damage* to:

- premises that you lease or *rent* (including their fixtures or fittings)
- premises that are in your custody or control, but not owned by you
- property at locations that you temporarily occupy.

We don't cover any legal liability arising from your failure to arrange insurance on property.

Underground services — we'll cover your liability if you damage underground services

We'll cover your legal liability to pay for *damage* to underground cables, underground pipes, or other underground services.

Before you start work, you must do all you can to:

- contact relevant authorities or organisations and locate the position of the underground cables, pipes, or other services
- take all reasonable steps to avoid *damage*.

We charge a \$2,500 *excess* for claims under this benefit.

Use of vehicles and watercraft — we'll cover you for damage from using vehicles and watercraft

We'll cover you for your legal liability connected with:

- loading or unloading a *vehicle*
- bringing a load to a *vehicle* or taking a load away
- using the *vehicle* as a tool of trade and not solely as a *vehicle*
- using *watercraft* that's less than 8 metres long.

Vibration or weakening of support — we'll cover your liability for damage from vibration

We'll cover your legal liability for *damage to property* caused by you removing, weakening, or interfering with the support of land or a building you do not own, rent, or lease.

We'll also cover your legal liability if any activity in your *farming operations* creates vibrations that cause *damage* to land or a building you do not own, rent, or lease.

The most we'll pay is \$250,000 or any higher amount shown on the *schedule* for any one *event*.

The *excess* we charge for claims under this benefit is \$5,000 or any higher amount shown on your *schedule*.

Optional benefits — the additional cover you can choose

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

Meat contamination — we'll cover other people's meat you contaminate

If the meat of an animal you have supplied to a New Zealand meat processing company *accidentally* contaminates someone else's meat because of the presence of penicillin, and it is refused at a foreign port, we'll cover your legal liability.

We'll also pay any fines or penalties imposed by the meat processing company, including related *defence costs*.

We charge an *excess* of \$5,000 for this benefit.

The most we'll pay in any one *period of insurance* is the amount shown on your *schedule*.

Spraying liability – we'll cover you for spray drift damaging other people's property

We'll cover your legal liability for *damage to property* that occurs during the *period of insurance* and as a direct result of you spraying herbicides, fungicides, or pesticides in connection with your *farming operations*. We won't cover your legal liability for any *damage to property* that occurs to property being directly sprayed by you.

There is no cover under this benefit if:

- the spraying is conducted using an aircraft
- you do not comply with the Health and Safety at Work (Hazardous Substances) Regulations 2017
- you do not follow the manufacturer's recommendations for use.

The most we'll pay is the amount your *schedule* shows for any one *occurrence*.

Exclusions – things we don't cover

We won't cover you in these situations.

Aerial devices, vehicles, and watercraft

We won't cover your legal liability for *damage* to property or *personal injury* if it is caused by, or related to, you owning, possessing, maintaining, or using any:

- *vehicle*
- aerial devices or *watercraft*
- internal combustion engine

This exclusion does not limit cover provided under the 'Use of vehicles and watercraft' or 'Service and repair' benefit.

Asbestos

We won't cover your legal liability for *personal injury* or *damage to property* arising out of, or in connection with any of the following.

- Inhaling asbestos
- Exposure to asbestos
- Fear of the consequences inhaling asbestos or exposure to asbestos
- Cleaning up or removing asbestos
- *Damage to property* from asbestos
- Not being able to use property because of the presence of asbestos.

'Asbestos' includes asbestos, asbestos fibres, and any derivatives of asbestos.

Breach of duty

We won't cover your legal liability if you've breached your professional obligations. However, we'll cover services that members of your first aid or ambulance services provide.

Building or home defects and mould

We won't cover your legal liability for *damage to property* or *personal injury* (including *defence costs* or any other cost or expenses) in any way connected to:

- *Micro-organisms* (such as amoeba, bacteria, fungi, mould, and protozoa), mildew, rot, decay, or gradual deterioration in any *building* or structure
- Addressing the effects of *micro-organisms*, mildew, rot, decay or gradual deterioration in any *building* or structure – such as abating, removing, testing, monitoring, cleaning up, containing, treating, detoxifying, neutralising, remediating, or disposing of their effects
- Any *building* or structure that fails to meet a building code, or doesn't meet the performance, quality, fitness, or durability for its intended purpose
- Any *building*, structure, or *home* that fails the required standard for it in any *regulation*, *Act* or by-law
- Any *building* or structure that doesn't have or use appropriate materials, designs, systems, or standards of work for the expected conditions. As a result, it fails to either:
 - stop moisture or water from getting into it
 - manage moisture or water from penetrating it.

Communicable disease

We won't cover any loss, damage, interruption, liability, claim, cost, expense or any other sum of any kind that arises directly or indirectly out of, is contributed to by, or is in connection with any of the following.

1. Communicable disease.
2. The actual, or perceived, fear or threat of communicable disease.
3. Actions by any person, *entity* or public authority to respond to, control, prevent or suppress communicable disease.

Any other sum of any kind also includes any increased or additional costs or expenses of a claim that this exclusion does not otherwise apply to.

This exclusion:

- takes priority over any other term in this policy or any endorsement (including any that might contradict it)
- applies regardless of any other cause or *event* contributing at the same time or in any other order to 1–3 above.

When we say communicable disease, we mean any of these things.

- Any human, animal, plant or other disease that can be transmitted directly or indirectly from any organism to another organism by means of any substance or agent, including without limitation, any:
 - virus
 - bacterium
 - parasite
 - other organism
 - any variation of any of the above, whether living or not.
- Any Infectious Disease or Quarantinable Disease as defined in or declared under the Health Act 1956.

Confiscation

We won't cover loss, *damage*, or liability in any way connected with confiscation, acquisition, designation, destruction or decision by government or local authorities.

Consequential loss

We won't cover any intangible or consequential loss of any kind, including:

- loss of use
- loss of enjoyment
- loss of value.

Crop spraying

We won't cover your legal liability for *personal injury* or *damage to property* that's caused by applying or dispersing chemical products – including pesticides, herbicides, fungicides, and hormone sprays.

This exclusion does not limit cover provided under the 'Spraying liability' benefit.

Cyber acts and incidents

We won't cover any loss, *damage*, liability, cost, or expense in any way connected to a *cyber act* or *cyber incident*. This exclusion does not apply if a loss covered by this policy causes a *cyber incident*.

However, if there's resulting loss to other parts of your property caused by a *cyber act* or *cyber incident*, we'll cover it (unless it's excluded under another part of this policy).

Data

We won't cover any loss, *damage*, liability, cost, or expense of any kind in any way connected to:

- *data* being totally or partially destroyed, distorted, erased, corrupted, altered, misinterpreted, or misappropriated
- errors in creating, amending, entering, deleting, or using *data*
- total or partial inability or failure to receive, send, access, or use *data* for any time
- any loss of use of *data*, or *data* being reduced in functionality, repaired, replaced, restored, or reproduced
- the value of any *data*.

This exclusion applies whether any other causes or *events* contribute at the same time, or in any order, to any of the above.

Defamation

We won't cover claims related to defamation unless they're covered under the benefit 'Defamation'.

Employees

We won't cover *personal injury* to anyone who has a service contract or apprenticeship with you.

Excesses

We won't cover any *excesses*.

Faulty workmanship, design, and materials

We won't cover you for the cost of doing any of the following:

- putting right, repairing, or replacing faulty materials
- putting right faulty work
- putting right work that's based on a faulty design, plan, or design specification
- fixing faulty work resulting from an error or omission in a design, plan, or design specification.

This exclusion does not apply to any consequential *damage* that happens as a result of any of the above. Other exclusions can still apply to this consequential *damage*.

Fines and penalties

We won't cover any of these against you:

- criminal sanctions
- *damages* – exemplary, punitive, aggravated or liquidated
- fines
- penalties
- *reparation* orders.

This exclusion doesn't limit cover under the 'Reparation', 'Milk contamination' benefits or 'Meat contamination' optional benefit.

Fire and Emergency Act 2017

We won't cover you where your liability arises directly or indirectly from any fire you intentionally lit that didn't comply with either:

- the Fire and Emergency Act 2017
- any other statutory or local body requirements governing the lighting of fires.

Forestry

We won't cover *claims* under the Health and Safety at Work Act 2015 for your legal liability, *penalties*, or *defence costs* if the *occurrence* is directly or indirectly caused by harvesting or maintaining trees.

We also won't cover your legal liability, *penalties*, or *defence costs* if the *occurrence* is directly or indirectly caused by, contributing to, or arising from *forestry waste*.

Forestry waste is defined as wood, timber, logs, vegetation, and any associated debris arising out of forestry ownership, management, or operation.

This exclusion does not apply to woodlots of standing timber less than 1 hectare in size.

Genetic modification

We won't cover *damage* to property or *personal injury* that is caused directly or indirectly by A or B listed below.

A. Material that you have

The presence of any organism or material that has been genetically modified where liability may be connected to its genetic characteristics, and that you either:

- have on your premises
- produce
- supply.

B. The spread or threat of spread into the environment

The spread or the threat of spread into the environment, or any change to the environment, arising from genetically modified organisms or other material, including:

- research
- testing
- production

Liability under agreement

We won't cover liability that is assumed under an agreement, unless:

- you would have been liable even without the agreement
- liability arises under a warranty of fitness or quality
- liability is implied by law for *products*
- the benefit 'Tenant's liability' covers the liability.

Loss of use

We won't cover claims arising from the loss of use of tangible property that has not been physically *damaged* or destroyed because:

- you didn't do what you were meant to do under a contract or agreement, or delayed doing it.
- your *products* or work didn't meet the level of performance, quality, fitness, or durability you warranted or represented – this includes *products* made and work performed on your behalf.

This exclusion doesn't apply to loss of use of other tangible property resulting from the sudden *accidental damage* of your *products* or works performed by you or on your behalf, after such *products* or work have been used as intended by another person or organisation other than you.

Loss that's covered by ACC

We won't cover any amount that anyone (including the victim of an offence) can claim under the Accident Compensation Act 2001. This includes if:

- the victim hadn't made an ACC claim, or didn't make an ACC claim within the time required under the Act
- ACC declined the claim or limited their liability for any reason.

Maturing and packing

We won't cover claims directly caused by natural maturing, grading, or packing.

Nuclear activity

We won't cover loss, *damage*, or liability in any way connected with nuclear weapons, ionising radiation, or contamination by radioactivity from nuclear fuel, or the combustion of waste from nuclear fuel.

Operation in the USA or Canada

We won't cover your legal liability or legal *defence costs* arising out of operations located in the United States of America or Canada or anywhere subject to their jurisdiction.

Overseas judgments

We won't cover your legal liability or legal *defence costs* for any amount awarded, judgment made or decision by a court outside New Zealand unless:

- it is enforceable in a New Zealand Court
- your claim is being made under the 'Product liability' or 'Overseas visits' benefit and the court is in a country where your legal liability is covered by the benefit.

Pollution and contamination

We won't cover either of the following:

- your legal liability or legal *defence costs* for pollution or contamination including land contamination
- the cost of any form of remediating pollution or contamination substances including removing or nullifying or cleaning up, testing, monitoring, treating, neutralising or detoxifying,

This exclusion doesn't limit cover under the 'Pollutants' benefit or 'Spraying liability' optional benefit.

Products

We won't cover your legal liability or *defence costs* caused by, in connection with, or arising from your *products*.

However, this exclusion does not limit cover under the following benefits:

- Moral obligation
- Product liability
- Property in your custody or control
- Tenant's liability

and the following optional benefits:

- Milk contamination
- Service and repair
- Spraying liability

Property in care, custody, or control

We won't cover *damage* to, or your legal liability or *defence costs* for *damage* to property that you either:

- own, occupy, or hold in trust
- have custody of
- control.

However, this exclusion does not limit cover under the following benefits:

- Farm stay
- Tenant's liability
- Property in your custody or control
- Service and repair

Sanctions

We won't provide any cover, service, or benefit, or pay anything in connection with your policy, including any *premium* refund, if doing so may breach or risk exposure to any of the following.

1. Penalties, sanctions, prohibitions, proscriptions, preventions, or restrictions under United Nations resolutions.
2. Sanctions, proscriptions, preventions, laws or *regulations* of New Zealand, Australia, the United Kingdom, the United States of America, or the European Union.

Stocks of seed and bulbs

We won't cover claims related to:

- any seed or plant that doesn't meet the variety, quality or purpose specified because of negligence, error, or omission
- any seed or bulb that doesn't germinate
- wrong labelling, packing, specification, instruction, or advice for a product.

Terrorism

We won't cover loss, *damage*, or liability in any way connected with any act of terrorism.

This includes any act of terrorism in any way connected to pollution, contamination, or explosion that is:

- biological
- chemical
- radioactive
- nuclear.

An act of terrorism means any act which:

- may include the use of force or violence, or the threat of its use; and
- is carried out or arranged by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s).

From its nature or context, the act:

- is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes; and
- may include the intention to influence any government or to put fear in the public or any section of the public.

Underground services

We won't cover your legal liability for *damage* to underground services, pipes, or cables, except under the benefit 'Underground services'.

Uninsured causes, operation, or property

We won't cover your legal liability for *damage* to property or *personal injury* that directly or indirectly relates to:

- *micro-organisms*, bacteria, parasites, viruses, diseases, *illnesses*, or *injuries* transmitted by or from any of the following that you own, or are under your care, custody, or control:
 - animals
 - birds
 - fish
 - *products*
 - other livestock
- contamination, pollution, or poisoning
- *products*
- roadside grazing related to a territorial authority's liability, except for the cover under the benefit 'Roadside grazing'
- the vibration, withdrawal or weakening of support, except for the cover under the 'Vibration or weakening of support' benefit
- farm contracting, except for the cover under the benefit 'Farm contracting'.

Vibration and weakening of support

We won't cover your legal liability in any way connected with the vibration of, weakening, interfering with, or removing the support of land or buildings, except under the benefit 'Vibration or removal of support'.

War

We won't cover loss, *damage*, or liability in any way connected with:

- war
- invasion
- acts of foreign enemies
- hostilities or warlike operations (whether war is declared or not)
- civil war
- civil commotion assuming proportions of or amounting to an uprising
- military uprising
- popular uprising
- mutiny
- rebellion
- revolution
- insurrection
- military or usurped power.

Wrongful imprisonment

We do not cover your legal liability or *defence costs* arising out of the wrongful arrest, imprisonment, detention or prosecution of any *employee* or member of your family.

Making a claim

If something happens, and you think you may need to make a claim, first make sure everyone is safe.

Then, contact your insurance adviser or us as soon as possible.

Once we have all the information we need, we'll decide the best way to advance your claim.

What you must do if something happens that might lead to a claim

If anything happens that might lead to a claim under this policy, you must do all the following.

- Tell the Police if you suspect criminal activity.
- Tell your insurance adviser or us about what's happened.
- Take all reasonable steps to minimise the loss.
- Send us any communications you get about an *event* that might lead to a claim.
- Obtain our permission before you start repairs.
- Let us inspect any *damaged* property.
- Provide us any information or help we may need to assess your claim.
- Help us take any recovery action we choose against anyone we consider responsible for the loss.
- At your cost, cooperate with our assessors, investigators, lawyers, and anyone else we appoint to help us. This includes attending meetings with them when we need you to.

If you don't fulfil these responsibilities

If you don't fulfil the responsibilities outlined above, we may:

- reduce the amount we pay you
- refuse to pay, or decline, your claim
- require you to pay back to us anything we've paid for the claim.

What you must do to help us settle your claim

Obtain our permission before you incur expenses or negotiate claims

You must obtain our written permission before you incur any expense or negotiate, pay, settle, admit, reject, or make any agreement about any claim.

We will act in your name

In your name, we can:

- take any proceedings necessary to use your legal right of recovery from anyone else
- take over, defend, and settle any claim against you for *damages*.

If we act in your name, we'll do so at our expense. You must provide all reasonable help and cooperation, at your cost.

We will share and collect information about your claim

You allow us to share information with third parties about any claim you make under this policy. You also allow us to get information from third parties that's relevant to any claim you make under this policy.

You must complete documents agreeing settlement

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

Excess – you will have to pay an excess

The *excess* is the amount you must pay towards the cost of any claim.

The *excess* forms the first part of any loss you're claiming for.

We'll take the *excess* away from the amount of your claim, not from any policy limit.

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

One event, one excess

Usually, you'll pay an *excess* for every claim. However, if you need to claim under more than one policy with us for loss caused by a single *event* at the same location, you'll only pay one *excess*. This will be the largest applicable *excess* of all your policies.

Different types of excess can apply

More than one type of *excess* could apply – the specific circumstances of your claim will determine the total value of the *excess* you need to pay.

How we settle your claim

Where a benefit refers to a specific limit, or has a limit shown on the *schedule*, that is the most we'll pay for your legal liability under that benefit.

The most we'll pay for your legal liability for all *events* in any *period of insurance* is the 'limit of indemnity' *sum insured* that your *schedule* shows. This includes any payments for benefits, unless otherwise shown.

In addition, we will also pay *defence costs* for any actual or threatened legal action against you.

If the amount required to settle any liability is more than the *sum insured*, we'll only pay a proportion of the *defence costs* that's equivalent to the proportion we paid to settle.

For example, if it costs \$1,000,000 to settle, and our limit is \$500,000, we'll only pay half of the *defence costs*.

We'll advance you defence costs

We'll advance *defence costs* to you as and when they are incurred.

You must repay the payments we have made to you for *defence costs*:

- if the *legal claim* is found not to be covered
- if the *legal claim* is resolved in a way that excludes it from cover under this Farmer's General Liability policy.

All penalties and defence costs from one occurrence count as one claim

All penalties and *defence costs* for any one *occurrence*, or any one series of related *occurrences*, count as a single claim.

We'll consider that any formal demands or legal proceedings for a series of related *occurrences* started in the *period of insurance* when you first told us about any of the *occurrences*.

What your responsibilities are

This section outlines the responsibilities you, and anyone else insured under this policy, must meet.

Information given to us must be correct

Your proposal, application, or declaration form is the basis of this contract.

All statements and information you give us, or anyone gives us on your behalf, must be complete and correct. This includes statements and information:

- in any proposal, application, or declaration – whether we get the statements and information verbally, electronically, or in printed form
- that support this policy or any claim.

If you give incorrect or false information in relation to your claim, or if your claim is fraudulent in any way, we won't pay the claim. If your claim is fraudulent, your policy automatically ends – we will cancel your policy from the date you made the claim or gave us the false information.

If you give us incorrect or incomplete information, or if information is withheld, and your claim is declined or we *avoid* your policy, this may affect your ability to obtain insurance in the future.

You have a duty of disclosure

You have a duty of disclosure, which means you must tell us everything we'd consider material to decide:

- whether to issue, renew, or change this policy
- the terms on which we'd issue, renew, or change this policy, including the *premium* we charge.

Your duty of disclosure applies each time you renew or change this policy. If you don't meet your duty of disclosure, we can refuse a claim, reduce any claim payment, or *avoid* the policy. This may affect your ability to obtain insurance in the future.

Tell us if anything changes

Tell us straight away if there's a change that could affect your cover, our decision to insure you, or the *premium* we charge. Some examples of when you might need to do this are:

- the activities you undertake as part of your *farming operations* change
- the locations where you undertake your *farming operations* change
- you are served an abatement notice, receive a fine, or are charged with an offence or similar.

If you're not sure whether something is important, tell us anyway. If you don't keep us up to date, we can refuse a claim, or reduce any claim payment, or *avoid* the policy.

! If we avoid your policy

If we *avoid* your policy, we treat it as though it never existed. You will have to pay back any claim payments we have made to you, and we will refund you any *premium* you have paid to us.

This might mean you find it difficult to get other insurance in the future.

You must take all reasonable steps to prevent loss

You must, at your cost or expense, take all reasonable steps to prevent loss and *bodily injury* that you could be held legally liable for.

We won't cover loss or legal liability in the event that you are reckless or grossly negligent.

Reckless or grossly negligent means you've failed to act in the way a reasonable person would, given the circumstances you faced when the loss happened.

Take precautions when burning in the open air

You must take all the following precautions each time you burn in the open air.

- Follow any statutory or local body requirements for lighting fires.
- Only light fires in a cleared area at least nine metres from any property.
- Do not leave fires unattended at any time.
- Keep a suitable fire extinguisher available to use immediately.
- Put out fires at least one hour before you leave the site.

You're responsible for setting your sum insured

You're responsible for setting your *sum insured*. You must ensure at all times that it is enough to cover your legal liability.

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

If anyone covered by this policy is paid *reparation* for loss to property that we are paying (or have paid) a claim for, you must tell us. You must give us the *reparation* payments to repay the claim payments that we have made, up to the amount of the *reparation* received.

You can't pass on your rights or interests under this policy

Without our prior written agreement, you can't assign, or attempt to assign, either of the following to any other party:

- this policy or your interest in it
- your rights to any claims proceeds under this policy.

Policy conditions and other important information

Get our consent before you admit liability or incur expenses

You must get our written consent before you:

- admit any liability
- incur any expense
- make any payment or settle any liability.

We're not liable for any admissions, expenses, payments, or settlements you make before you get our written consent.

The entity agrees to act for you

The *entity* must agree to act on your behalf to:

- give notice of a claim
- pay *premiums* that are due and receive refunds of *premiums*
- negotiate, receive, or accept changes in cover.

We may manage legal claims against you

We're entitled to:

- take over the *legal proceedings*
- conduct the proceedings in your name
- have full discretion when conducting the proceedings.
- This includes the defence of any *legal claims* and the prosecution in your name for your own benefit of any claim.

If you disagree with our decision to settle a *legal claim*, we'll apply the terms of the senior counsel condition below (page 24).

We'll settle claims with your consent

We can settle any *legal claim* with your consent. If you do not provide your consent to settle, we'll apply the terms of the condition 'We'll consult a senior counsel if needed' (page 24).

If you don't agree to settle, even when settlement is recommended by a senior counsel, our maximum liability for the *legal claim* will not exceed both:

- the amount that the *legal claim* could have been settled for
- the *defence costs* that we've agreed to, up to the date the senior counsel recommended settling.

We'll consult a senior counsel if needed

You and we might disagree on whether to settle or defend a *legal claim*. If so, both of us will appoint a mutually agreed senior counsel to recommend whether to settle or defend it.

The senior counsel will consider:

- the economics of the *legal claim*
- the fine
- the costs the third party is likely to recover
- the likely *defence costs*
- your chances of a successful defence.

We'll pay for the senior counsel's opinion, on top of the *sum insured* that's on your *schedule*.

You must have a permit to light fires in open air

To be covered for liability for *damages* or *injury* that arises because you've lit a fire in the open, you must:

- obtain a fire permit from the relevant local authority
- meet the permit conditions.

Your premium

Your *premium* is the payment you make in exchange for your insurance cover. Your *premium* is detailed on your policy *schedule*.

Paying your premium

Your insurance policy is an annual contract. You can choose to pay annually in full, or in instalments.

Your *premium* will be higher if you pay by anything other than annual instalments, as we charge you instalment fees.

Making changes to your policy details may affect the *premium* you need to pay or have paid for the remainder of your *period of insurance*.

If you pay annually and don't pay the full amount, we may reduce the *period of insurance* to align with the amount you paid.

Your premium must be paid up to date before we'll pay a claim

If you need to make a claim and you have *premium* that is less than 28 days overdue, we may do one of these things:

- withhold the claim payment until you've paid the overdue *premium*
- deduct the overdue *premium* from the claim payment.

Your policy ends if your premium is more than 28 days overdue

If your *premium* is overdue by more than 28 days, your insurance cover under this policy ends. Cover stops from the date you have paid up to.

How your policy can be cancelled

You can cancel your policy

You have a cooling-off period if you change your mind

When you first purchase this policy, you can cancel it within 30 days if you change your mind. We'll refund all the *premium* you've paid if you haven't made a claim.

You can cancel after the cooling-off period

You can cancel your policy at any time after the 30-day cooling-off period. If you haven't made a claim, we'll refund any *premium* you have already paid for insurance cover after the cancellation date.

We can cancel your policy

We can write to you to cancel your policy

We can cancel this policy at any time by writing to either:

- you at the address or email address on our records
- your insurance adviser.

Your policy will be cancelled from 4.00pm on the 14th day after we send the letter. We will refund any *premium* you've already paid us for cover after the effective date of the cancellation.

We'll cancel your policy if you make a fraudulent or false claim

If you make a fraudulent or false claim, this policy automatically ends. We don't need to cancel it in writing, but we may confirm to you in writing that it was automatically cancelled at a particular time. We refund any *premium* you have already paid for cover after the cancellation date.

We don't cover you if you breach these terms

To be covered under your policy, you must comply with the terms and conditions outlined in this policy wording.

If we find that anyone insured by your policy has breached any of these terms or conditions, we can decline a claim, or reduce the payment.

However, nothing in this policy wording affects our rights or yours under common law, including our right to *avoid* your policy for not making full disclosure in accordance with your duty of disclosure.

This policy can cover multiple parties as joint insureds

This policy is a joint policy if your *schedule* shows joint names, or includes the name of a Trust, as being insured.

We view each *insured person* as acting with the explicit permission of any other. You each have the right to change this policy, make or settle a claim under this policy, or cancel this policy.

Any breach of the policy terms or conditions by one person will prevent all *insured people* from claiming under this policy.

You must do what you can to care for insured property

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

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

We won't cover you if you're reckless or grossly negligent. Reckless or grossly negligent means you've failed to act in the way a reasonable person would, given the circumstances you faced when the loss happened.

How GST applies when we pay a claim

The *sum insured*, dollar figures for benefits, and limits to items in this policy exclude GST. Where we are able to recover GST under the Goods and Services Tax Act 1985, GST will be added, where applicable, to claim payments. All excesses include GST.

We may appoint an adjuster

If we want to appoint a loss adjuster, assessor, surveyor, valuer, or investigator for a claim under this policy, you will be required to cooperate with whomever we appoint.

We only pay once if more than one benefit could apply

Some benefits under this policy can only be used once per *event*, even if you have more than one policy or section of a policy with us that has the same benefit.

We don't cover you if you have other insurance

We won't cover you for loss or liability where insurance cover is provided by another insurer for the same loss or liability. We won't contribute towards any claim under any other policy.

New Zealand law applies to this policy

This policy is governed by New Zealand law and New Zealand courts have exclusive jurisdiction over any legal proceedings about it.

When this policy mentions an Act of New Zealand Parliament, this includes any substitution, amendment, or replacement of the Act. If the Act has been repealed and there is no substitution or replacement, we mean any part of an Act with substantially the same purpose and function. It includes the *regulations* under the Act.

We'll put details of your claims on the Insurance Claims Register

In buying this policy, you allow us to put details of any claims you make on the Insurance Claims Register (ICR) so other insurers can see them. You also allow us to obtain personal information and details of claims you've made from the ICR.

The ICR is a database of insurance claims. It helps prevent insurance fraud by enabling insurance companies to share details of claims. The ICR is operated by Insurance Claims Register Limited (ICR Ltd), PO Box 474, Wellington 6140.

Definitions

This section defines some words and phrases that have specific meanings in this policy wording. When we use the words or phrases below, we use *italics*, and we mean the definition we give in this section.

Accident, accidental, and accidentally

A sudden and unforeseen *event* not intended or expected by you.

Avoid (a policy)

We'll treat your policy as though it never existed in accordance with the legal principles which govern the duty of disclosure and its remedies.

Bodily injury

Bodily injury (including death), *illness*, disability, disease, shock, fright, mental anguish, or mental *injury* to another person.

Computer system

Any of the following in any configuration:

- computers, hardware, and software
- communications systems
- electronic devices, including smart phones, laptops, tablets, and wearable devices
- electronically controlled equipment, including *data* processing equipment
- server, cloud, or microcontroller equipment
- any similar system, input, output, *data* storage device, networking equipment or back up facility.

Cyber act

One or more unauthorized, malicious, or criminal acts, involving accessing, processing, using, or operating any *computer system*. *Cyber act* also includes the threat or hoax of these acts.

Cyber incident

Either of the following.

- Any error, omission or series of related errors or omissions involving accessing, processing, using, or operating any *computer system*.
- Any partial or total unavailability or failure, or recurring unavailability or failure, involving accessing, processing, using, or operating any *computer system*.

Damage

Physical loss or *damage* that you don't intend or foresee and we don't otherwise exclude.

Damage to property

Physical loss of or *damage* to tangible property owned by someone else, including:

- the loss of use the *damage* causes
- loss of use of *undamaged* tangible property, as long as an occurrence caused that loss of use.

Damages

Money you have to pay because of a judgment against you, or a settlement we negotiate. *Damages* can include the other party's costs, and interest.

Data

Any kind of information, including facts, concepts, or code.

In this definition, we mean information that is converted, recorded, or transmitted in a form that a *computer system* can access, communicate, display, distribute, interpret, process, transmit, store or use.

Defence costs

All reasonable legal costs for expert help that you, or someone on your behalf, incur with our consent to defend, investigate, monitor, settle, or appeal any *legal claim* against you. We'll only withhold our consent if it's reasonable to do so. *Defence costs* don't include your wages, salaries, lost earnings or fees.

Employee

Someone who works for you on your *farming operations*. They may be:

- someone who has an apprenticeship with you
- someone you've hired or borrowed
- a sub-contractor who provides labour only
- a sharemilker or someone with a share farming arrangement.

Entity

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

Event

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

Excess

The first amount of any claim that you must pay. We'll deduct it from any payment to you.

You'll find the amount on your *schedule* or in the relevant section of this policy.

Farm livestock

Any of the following animals:

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

Farming operations

Your usual farming activities. They include:

- exhibitions and competitions at shows and dog trials
- distributing farming materials from aircraft, if an independent aerial operator is operating the aircraft on your behalf (but not if they are distributing 1080, 1081, or similar chemicals; or hormone herbicides including phenoxy and herbicides that regulate growth)
- owning or using of any farming or agricultural equipment used only for your *farming operations*
- selling or supplying farm goods and produce
- occasional farm contracting, but only to the extent allowed by benefits in various sections of this policy
- other business operations on your *schedule*
- hunting clubs, if they aren't your only source of income.

They exclude owning or using aircraft or *watercraft*.

Illness

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

Injury

An injury is any *bodily injury* caused solely and directly by one of the following:

- violent, *accidental*, external, and visible means (including exposure to weather or inhaling water or gas)
- a medical *accident* or treatment *injury* (as defined in the Accident Compensation Act 2001).

Injury includes occupational overuse syndrome.

Insured

Any of the following:

- the *insured* on your *schedule*
- the *entity* on your *schedule*
- any *subsidiary* of the insured or the *entity* that's in New Zealand
- the *insured person* on your *schedule*.

Insured person

Any natural person who is any of the following:

- a former, current, or future director, *officer*, or *employee* of the *entity*
- a former, current, or future director, *officer*, or *employee* of the *entity* because of any applicable legislation
- a former, current, or future trustee of a superannuation fund set up for the *employees* of the *entity*
- a former, current, or future partner or *employee* of the partnership insured on your *schedule*
- the person named on your *schedule*, or former, current, or future *employee* of that person, when acting in that capacity.

Insured person excludes any:

- liquidator
- external auditor
- receiver
- official assignee
- statutory manager
- administrator including voluntarily appointed administrators
- mortgagees in possession
- *employee* of any of the above.

Legal claim

A legal proceeding, investigation or inquiry that may result in *damages*, or *defence costs*.

Micro-organisms

Living things such as:

- amoeba
- bacteria
- fungi
- mould
- protozoa
- any similar forms.

Occurrence

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

Officer

Anyone who, at the time of an offence or alleged offence, held the position or did the duties of the *insured's*:

- director
- *officer*
- trustee
- manager
- secretary
- full time, part-time or temporary *employee*.

People insured

The *people insured* are any of:

- the *insured*, and any *subsidiary* company in New Zealand
- the *insured's* partners, directors, executive *officers*, or *employees*, when acting in that capacity – we only cover them for the liability we would have covered the *insured* for if the *claim* had been made against the *insured*
- the *officers*, committees, and members of the following when acting in that capacity: the *insured's* own canteen, social sports and childcare facilities or welfare organisations, first aid, fire and ambulance services, and pension fund management and administrative committees
- any principal of any of the *people insured* – we only cover them for liability caused by how the person *insured* carries out work or services under any contract or agreement with the *business*, and we'll only cover them to the extent required by such contract or agreement.

Period of insurance

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

Personal injury

Any of these:

- *bodily injury*, death, disability, disease, *illness*, shock, fright, mental anguish, or mental injury
- the effects of false arrest, wrongful detention, false imprisonment, wrongful eviction, malicious prosecution, malicious humiliation, wrongful entry, wrongful prevention of access
- the effects of assault or battery that you didn't commit or order
- libel, slander, defamation, or invasion of privacy
- the effects of assault or battery that an *insured person* didn't commit or order, unless the *insured person* uses force to prevent or remove danger to any person or property.

However, it's not *personal injury* if you assaulted someone, or ordered someone to be assaulted, in order to keep people or property safe.

Premium

The amount you need to pay us to ensure cover commences and remains in force. This is the initial *premium* or any subsequent *premium*, and includes any government levies and taxes.

Products

Anything that you no longer possess or control, that you have:

- supplied, sold, or distributed
- grown, manufactured, or constructed
- erected or installed
- serviced or repaired
- extracted or treated.

You must produce these things as part of your *farming operations*.

We consider these as parts of '*products*':

- their design, formula, or specification
- any directions, markings, instructions, warnings, or advice given or omitted to be given for the *products*
- packaging and containers (excluding *vehicles*).

Regulations

Any Act of Parliament or *regulations* made according to any Act of Parliament, or *regulation* or bylaw of any local authority.

Reparation

An amount a New Zealand court orders you to pay to the victim of an offence under section 32 of the Sentencing Amendment Act 2014.

Reparation does not include:

- *reparation* resulting from an offence under the Health and Safety at Work Act 2015
- *damages*, court costs, fines, any other kind of penalty (financial or not), taxes any payment that is unlawful to insure against
- your legal *defence costs* or expenses relating to an offence.

Schedule

The policy *schedule*, policy change, endorsement, expiry notice, or renewal notice that we most recently issued to you or your insurance adviser.

Subsidiary

A company is a *subsidiary* if any of these apply.

- Another company controls who's on its board of directors
- Another company can control more than half the number of votes that can be exercised at a company meeting
- Another company owns more than half the company's issued shares (excluding shares that are only entitled to a specified amount of profits or capital, and have no other right to participate)
- Another company is entitled to more than half of all share dividends (excluding shares that are only entitled to a specified amount of profits or capital, and have no other right to participate).

Sum insured

The individual amounts your *schedule* shows your legal liability or benefits are insured for.

Undamaged

An item is *undamaged* if an *event* we insure against does not directly and physically *damage* it.

Vehicle

Any machine on wheels or self-laid tracks that's made to be propelled (unless it's made to be propelled by manual power). *Vehicle* also includes any trailer made to be attached to and drawn by any such *machinery*.

Watercraft

Any craft, vessel, or thing made or intended to float on, float in, or travel through water.

