

Effective 15 December 2023

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**FARM & LIFESTYLE BLOCK
INSURANCE**

Farmer's Employer's 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.

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Welcome to your Farmer's Employer's Liability Policy – insurance for your liability as an employer



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 18. When we use these words, we mean the definitions we give in the 'Definitions' section.

What this Farmer's Employer's Liability Policy covers

We'll cover you for your legal liability to pay *damages* arising from an *employee* sustaining a *personal injury* and making a *legal claim* against you. We'll also cover your *defence costs*.

All of the following must be met.

- The *injury* must have happened in New Zealand when they were your *employee*
- The *injury* must relate to or have happened while undertaking *farming operations*
- You first became aware of the claim during the *period of insurance*
- You must notify us during the *period of insurance* or within 30 days after the end of the *period of insurance*
- The *injury* must have occurred on or after the *retroactive date*.

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

The benefit we include in your cover

Your cover also includes the following benefit, if the circumstances it outlines apply.

Continuous cover – we'll cover you for as long as we have been your insurer

This continuous cover benefit extends covers to include *legal claims* (or if circumstances lead to *legal claims*) that originated before the *period of insurance* if the conditions below are met.

This continuous cover benefit is available when these two things both happen:

- you first became aware of any *legal claim* against you, or of facts or circumstances that could lead to a *legal claim* against you, after the *retroactive date*, but before the current *period of insurance* began
- you don't notify us of the *legal claim* or fact or circumstance until a date during the current *period of insurance* or within 30 days after the *period of insurance* ends.

In this case, we'll accept notification of the *legal claim*, or any *legal claim* arising from the facts or circumstances during the *period of insurance*, if:

- you have fulfilled your duty of disclosure, and you have not made any fraudulent misrepresentation relating to the *legal claim*, fact, or circumstance
- we have been your Employers Liability Insurer from and after the *retroactive date*.

Our cover will be on the terms of this policy. However, the *sum insured* and *excess* will be as they were on the date when you first became aware of the *legal claim* or facts or circumstances.

The 'Prior Claims and Known Circumstances' exclusion on page 7 of this policy does not apply to this benefit.

Optional benefit – the additional cover you can choose

If you have chosen the following optional benefit, it will appear on your *schedule*.

Extended defence costs cover – additional cover for defence costs

In the event of any *legal claim* under this policy being subject to a charge under Section 9 of the Law Reform Act 1936 and as a consequence *defence costs* cannot be paid under this policy, we will extend to cover *defence costs* up to the limit shown on the *schedule* for any one *occurrence* and in the aggregate during the *period of insurance*.

Exclusions – things we don't cover

We won't cover you in these situations.

Building or home defects and mould

We won't cover claims (including *defence costs* or any other cost or expenses) for *personal injury* when any of these cause, contribute to, or relate to them.

- *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.

Change in farming operations

We won't cover claims for *employees* you employ outside your normal *farming operations*. However, we'll cover the claims if you've told us about the employment beforehand and we've agreed in writing to cover 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.

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.

Deliberate or reckless acts

We won't cover any liability in any way connected with you or anyone else this policy covers, acting or failing to act, in a way that is:

- deliberate
- intentional
- knowing
- wilful
- reckless.

This exclusion applies whether the act or failure to act was criminal or not.

Deliberate or wilful non-compliance and third-party exclusion

We won't cover your liability related to any of these situations:

- you deliberately do not comply with the provisions of an Act
- you deliberately do not comply with a lawful notice or order that a regulatory authority issues under an Act
- you deliberately hinder or stop someone from carrying out their powers under an Act
- your liability relates to acts or omissions of third parties that you've contracted for your business.

Dual insurance

We won't cover losses already covered under another policy.

Employment Court or Employment Relations Authority cases

We will not cover any *damages* or *defence costs* for:

- cases that are before the Employment Relations Authority or Employment Court
- cases that should be before the Employment Relations Authority or Employment Court.

Failure to comply with notices

We won't cover *legal claims* if you haven't complied with any notice of improvement, prohibition, or suspension issued under the Health and Safety at Work Act 2015 (or any replacement Act) to you or any *employee* of yours.

Excesses

We won't cover any *excesses*.

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.

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.

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.

Personal grievances

We won't cover *legal claims* for unjustifiable dismissal of anyone or other personal grievance from an employment contract.

Prior claims and known circumstances

We won't cover *legal claims*:

- made, threatened, or intimated against you before the *retrospective date*
- arising from any facts or circumstances that are either:
 - notified under previous insurance before this cover originally started
 - known to you before the *retrospective date*, and that you reasonably expect to lead to a *legal claim*.

However, if all of the conditions under the benefit 'Continuous cover' on page 4 are met, this exclusion does not apply, and we will consider a claim.

Prior injury

We won't cover *personal injuries* sustained before the *retroactive date* that your *schedule* shows.

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.

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.

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.

Your legal liability for asbestos

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

- Inhaling asbestos
- Exposure to asbestos
- Fear of the consequences of 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.

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 provide first aid assistance.
- Send us any communications you get about an event that might lead to a claim.
- Obtain our permission before you accept liability.
- 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 *personal injury*.
- 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

The most we'll pay for all *damages* and *defence costs* arising from all claims is the 'limit of indemnity' *sum insured* that your *schedule* shows. This includes any payments for benefits, unless your *schedule* shows otherwise.

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 Employer's Liability policy.

All defence costs from one occurrence count as one claim

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

If there are *legal claims* for a series of related *occurrences*, we'll consider that the *legal claims* 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 undertaken as part of your *farming operations* change
- you merge with, acquire, or become a *subsidiary* of another company
- the number of *employees* you have changes.

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 if 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.

You're responsible for setting your sum insured

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

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 must agree to act for you

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

- give notice of a *legal claim*
- pay *premiums* that are due and receive refunds of *premiums*
- negotiate and receive any endorsement.

We'll manage legal claims for you

We're entitled to:

- take over the legal proceedings
- conduct the proceedings in your name
- conduct the proceedings as we see fit.

If you disagree with our decision to settle a *legal claim*, we'll apply the terms of the senior counsel condition below (page 14).

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 14).

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.

It matters when you tell us about possible legal claims

During your *period of insurance*, you may become aware of facts or circumstances that could lead to a *legal claim* against one of you. If you tell us about these facts or circumstances during the *period of insurance*, and they later lead to a *legal claim*, we'll consider that:

- the *legal claim* was first made against you during the *period of insurance* when you told us about those facts or circumstances
- you told us about the *legal claim* during the *period of insurance* when you told us about those facts or circumstances.

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 your *schedule* shows.

Your existing cover will only apply before a take-over

If you're taken over during the *period of insurance*, the cover we provide here will only apply to *occurrences* that happened before the take-over.

Take-over means any of these.

- You consolidate or merge with another person, *entity*, or group of persons or entities (or both) acting together.
- You sell all or most of your assets to another person, *entity*, or group of persons or entities (or both) acting together.

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.

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 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.

Building

A *building* includes permanently attached fixtures, fittings, and their accessories, such as:

- fences, gates, sheep, and cattle yards attached to the *building*
- walls that form part of the *building* (but not retaining walls or hedges)
- wind, solar, and other power generation structures attached to a *building*.

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.

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 that accrues after judgment.

Damages do not include:

- fines
- penalties
- criminal sanctions
- enforcement orders
- *reparation*
- remedial order or compliance orders
- non-financial relief
- taxes
- any payments unlawful to insure against.

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

Any person you directly employ in your *farming operations* and from whose pay you make PAYE tax deductions.

Entity

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

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.

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 additional 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

Any threatened or actual legal proceedings, investigation, or inquiry because any *employee* suffers a *personal injury*, and all these apply.

- The *personal injury* happened in New Zealand
- The *personal injury* was caused by or happened during the *employee's* employment in your *business*
- The legal proceedings may result in *damages* and incur *defence costs*

We count anything related to a single *occurrence* as a *legal claim*, including anything that:

- happens continuously or repeatedly
- is caused by one or more people
- affects one or more people or legal entities.

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.

We count anything related to a single *occurrence* as a *legal claim*, including anything that:

- happens continuously or repeatedly
- is caused by one or more people
- affects one or more people or legal entities.

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 your *schedule* shows.

Personal injury

Any *bodily injury*, disability, disease, or *illness* (including death caused by any of these), shock, fright, mental anguish, or mental *injury*.

Employers' Liability Cover does not cover personal *injuries*:

- an *employee* suffers before the *retroactive date* that your *schedule* shows
- caused by or arising out of sexual harassment or sexual abuse.

Under this Employers' Liability Cover, an *employee* first suffers a *personal injury* when they're first exposed to conditions in New Zealand that caused the *personal injury*.

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.

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:

- *damages*, court costs, fines, any other kind of penalty (financial or not), taxes, or any payment that is unlawful to insure against
- your legal *defence costs* or expenses relating to an offence.

Retroactive date

The date on your *schedule* that shows when your uninterrupted cover with us started. We may agree in writing to a different date.

If your *schedule* has the word 'unlimited' instead of a date, we'll cover an *occurrence*, no matter when it happened, subject to the terms of that cover.

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 amount your schedule shows you are insured for.

