

FMG has been protecting the property and livelihoods of people up and down the country since 1905. We're 100% New Zealand owned and operated and are proud to be the country's only rurally-based insurance company around today.

You don't get to be over 100 years old without learning a thing or two; because we've worked closely with New Zealand communities over the years we can help find what works for you.

And we're still listening to what you're saying which is why we continually strive to improve our products and services, and why we have something to offer all New Zealanders. It's also why we focus on partnering with you to plan for the risks and challenges you face, not just the insurance you need to deal with them.

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## Introduction

Please take the time to read through these documents carefully because they form the insurance contract you have with us. Your policy certificate is particularly important because if there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that applies. Under this contract, we both have responsibilities to ensure everything runs smoothly. These are detailed as follows, and if there is anything that you don't understand, please contact us. The expiry date of your Policies is shown on the policy certificates. We will be in contact with you regarding renewal of your insurance around that time.

## Your Responsibilities

This FMG Policy has been provided to you based on your disclosure to us.

If there is any material information which could relate to the cover provided under this Policy, you need to let us know. Please be aware that disclosure of material information will not necessarily affect your ability to obtain cover, but not informing us might result in you having no insurance at all. It is important that you:

- Please tell us all material information before the cover starts, even if we don't specifically ask about it.
- Please update us should anything about your circumstances change, both during the period of insurance and at renewal.

Cover under your Policy will not commence until you have paid, or have agreed to pay, the premium (including any Government charges) for the period of insurance. If your premiums are not paid on time, your insurance could be cancelled and you will not be insured.

It is essential that you:

- tell us of any errors in your documentation,
- contact us if there is anything you don't understand and would like explained more fully, and
- keep this Policy in a safe place along with your renewal notice(s).

This Policy contains some exclusions and these are detailed throughout the Policy. It is important that you read these and are aware of them.

This Policy also contains certain conditions and obligations that you must meet. If you don't, we may decline any claim you make. Any other person that is entitled to claim under this Policy must also meet these conditions and obligations.

## Welcome to FMG

## Our Responsibilities

We agree to provide the cover set out in the Policy below that is shown on your certificate. Throughout the Policy certain important words are in bold type; please refer to the Definitions section for the specific meaning of these words.

FMG is a member of the Insurance Council of New Zealand and, as such, we are bound by the Council's Fair Insurance Code. For a copy of the Code, please call us on 0800 366 466.

As you will be aware, the proposal you completed contains personal information relating to you and/or your business. We collect this information to enable us to fully evaluate your proposal and subsequently administer this Policy. We may require further information later on if you make a claim or wish to renew this Policy with us. The proposal you completed also authorises us to collect relevant information about you and/or your business from third parties, such as other insurers and insurance brokers.

However, we fully understand the importance of protecting your personal, commercial and financial information and therefore we will not share your information unless authorised to do so under the Privacy Act 1993.

Your information will be held securely by us, within our organisation, and you are entitled to access and correct the information you have provided, as set out in the Privacy Act 1993.

We are confident this Policy will be right for you. However, you may cancel this Policy within 30 days of the commencement date for any reason if you are not entirely happy. We will refund any premium you have paid provided you do not have a claim during this 30 day period.

## Your Feedback

Your feedback enables us to identify opportunities to make our products and services even better. If you have any feedback – good or bad – we would like to hear from you.

If you have a concern about something that has happened, tell us and we will investigate the issue quickly and inform you of the outcome, either by phone, in writing or by visiting you at a convenient time.

Similarly, if you have received exceptional service, we need to know about it in order to congratulate our team - so please let us know.

## How you can contact us

- Call us on 0800 366 466
- Contact your local FMG manager
- Write to us at FMG, PO Box 1943
   Palmerston North 4440
   New Zealand
- · Visit our website www.fmg.co.nz
- Email us at contact@fmg.co.nz
- Fax us on **0800 366 455**

**We** agree to provide **you** with the insurance set out in this Policy, if this Policy is shown on the **certificate**.

#### **Insured Events**

- 1. You are insured for:
  - (a) accident only,
  - (b) accident and sickness, or
  - (c) sickness,

as shown on your certificate.

## What you are insured for

- You are insured for a weekly benefit for up to two years if you:
  - (a) suffer an **accident** or **sickness** during the **period of insurance**, and
  - (b) this causes you to become disabled:
    - (i) during that same period of insurance, or
    - (ii) during the next five consecutive periods of insurance with us, if you have renewed this Policy with us over those periods.

## Additional Benefits

**You** are automatically insured for the following benefits which are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit.

- Ancillary Farm Contracting
  - (a) **You** are insured while **you** are engaged in occasional farm contracting in addition to **your occupation**.

#### 2. Subsequent Disability

- (a) If a **disability** covered under this Policy:
  - (i) is a recurrence of a **disability** that ended up to two consecutive years earlier,
  - (ii) for which we also paid a weekly benefit, and
  - (iii) is a result of the same **accident** or **sickness** as the earlier **disability**,

we will treat the current **disability** as an extension of **your** previous claim.

- (b) We will not impose a further deferment period.
- (c) We will include all previous periods for which we met a claim as a result of the same accident or sickness in calculating your maximum number of weekly benefits payable.

## **Optional Benefits**

These Optional Benefits apply only if **you** have purchased them and they are shown on the **certificate**. These benefits are subject to the terms of this Policy except to the extent those terms are expressly varied in each benefit.

#### 1. Five Year Benefit

(a) You are insured for a weekly benefit entitlement of up to five years for each accident or sickness that results in you being disabled.

#### 2. Lump Sum Benefit

- (a) If, as a result of an accident during the period of insurance, you suffer a total and permanent disability or the total and permanent loss of:
  - (i) the sight of both eyes,
  - (ii) the use of a hand, or
  - (iii) the use of a foot,

we will pay you the Lifestyle/Lump Sum Benefit shown on the certificate.

## What we will pay

- 1. If you are:
  - (a) **Partially disabled**, we will pay you the Light Duties Weekly Benefit shown on the **certificate**.
  - (b) Totally disabled, we will pay you the Weekly Benefit shown on the certificate.
- 2. We will pay you a benefit until the earlier of:
  - (a) **you** being able to engage in, perform or attend to **your occupation**,
  - (b) **you** having been paid for a total period of:
    - (i) two years, or
    - (ii) five years if the **certificate** shows that the Five Year Benefit has been included,

less the deferment period, or

- (c) your death.
- 3. We will pay you on a regular monthly basis if you provide a Medical Certificate from a registered medical practitioner as proof that you are still disabled.
- **4.** We will pay up to the amount shown on the **certificate** for any one **event**.

## What you are not insured for

- 1. You are not insured for any accident or sickness that:
  - (a) occurred or existed before the first period of insurance under this Policy, or
  - (b) is in connection with any symptom or circumstance that occurred or existed before the first **period of insurance** under this Policy,

and of which **you** were aware, or could reasonably have been expected to have been aware.

Once **we** have accepted a claim under this Policy in relation to an **accident** or **sickness**, this exclusion shall not apply to that **accident** or **sickness** in subsequent **periods of insurance** under this Policy.

- 2. You are not insured if you are disabled because of a sickness you suffer within 21 days of the beginning of the first period of insurance under this Policy.
- 3. You are not insured if you are disabled as a result of:
  - (a) Asbestos-related diseases.
  - (b) Mental stress, mental or nervous disorder or insanity, psychiatric or psychological conditions or depression.
  - (c) Air travel or aerial activity (other than as a farepaying or ticket-holding passenger on a regular airline or established charter service) unless the activity is shown on the **certificate**.
- **4. You** are not insured if **you** are **disabled** as a result of **you** taking part in any of the following hazardous activities:
  - (a) aerial top-dressing,
  - (b) boxing,
  - (c) caving activities,
  - (d) commercial diving activities involving the use of compressed air,
  - (e) extreme sports,
  - (f) football (including rugby, rugby league and soccer), other than as a referee,
  - (g) horse racing,
  - (h) martial arts,
  - (i) microlighting,
  - (j) mountaineering, other than as a member of any search and rescue organisation,
  - (k) polo
  - (I) racing of any kind, other than on foot, and/or any preparation for such racing,
  - (m) recreational diving deeper than 30 metres,
  - (n) snow skiing, ice skating or other similar winter sports,
  - (o) steer riding or other rodeo activities, or
  - (p) wrestling,

unless any of the above hazardous activities are shown on the **certificate**.

- 5. You are not insured if you are disabled as a result of:
  - (a) Suicide, attempted suicide or intentional self-injury.
  - (b) **You** being under the influence of an intoxicating substance or non-prescribed drug.

- (c) **You** engaging in conduct which constitutes or gives rise to a criminal offence.
- (d) You being mentally deranged or of unsound mind.
- **6. You** are not insured if **you** are **disabled** as a result of a **sickness** that is due wholly or partly to:
  - (a) Human Immuno-Deficiency Virus (HIV).
  - (b) Any HIV related **sickness** including Acquired Immune Deficiency Syndrome (AIDS) and/or any other variation of this **sickness**.
  - (c) Any sexually transmitted disease.
- **7.** You are not insured if you are disabled as a result of the normal effects of pregnancy or childbirth.
- 8. We will not pay you during the deferment period.
- We will not pay for more than one disability at any one time.
- 10. Cover under this Policy ceases if and when you leave New Zealand on a permanent basis.
- **11.** Please note there are also General Exclusions in this document.

#### General Exclusions

These exclusions apply to **your** FMG Policy unless indicated otherwise below.

- 1. Asbestos
  - (a) You are not insured for loss in any way connected with the handling, transport, storage, installation, removal, or other use of, asbestos or products containing asbestos material.
- 2. Confiscation, Nuclear Materials, Terrorism and War
  - (a) There is no cover under this Policy for **loss** in any way connected with:
    - (i) confiscation,
    - (ii) nuclear materials,
    - (iii) terrorism, or
    - (iv) war.
- 3. Consequential Loss
  - (a) **You** are not insured for any consequential loss including but not limited to:
    - (i) penalties,
    - (ii) loss of use of property,

- (iii) loss resulting from delays,
- (iv) loss of market,
- (v) loss resulting from depreciation, or
- (vi) loss of value.

#### 4. Electronic Data

(a) You are not insured for loss in any way connected with the loss of electronic data.

#### 5. Excess

- (a) You are not insured for any excess.
- (b) If an event is covered under more than one of your FMG Policies, you will only have to pay one excess. This will be the highest excess that we could apply under any one of those Policies.

### **Claims Conditions**

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

#### 1. What you must do

- (a) **You** must notify **us** immediately of any circumstance likely to lead to a claim.
- (b) You must complete our claim form in full if we request you to do so, and return it to us within 30 days of our request.
- (c) **You** must take reasonable steps to minimise the claim and avoid any further claim.
- (d) You must make a complaint to the Police if you suspect criminal activity.
- (e) **You** must provide all reasonable information and assistance **we** require at any time.
- (f) **You** must immediately send **us** all relevant correspondence and court documentation.
- (g) You must authorise us to:
  - (i) Obtain personal information about you from you and third parties in connection with your insurance.
  - (ii) Disclose personal information about **you** to third parties in connection with **your** insurance.

Please see the full Privacy Statement on **our** website (www.fmg.co.nz) for information about how **we** collect, use and store **your** personal information.

## 2. What you must not do

- (a) You must not admit you are liable to any party.
- (b) **You** must not say or do anything which prejudices **our** ability to:
  - (i) defend any action against **you**, or
  - (ii) take recovery action in your name.

- (c) You must not start any remedial action without our prior approval.
- (d) **You** must not dispose of any property that is to be the subject of **your** claim, without **our** prior approval.

#### 3. Fraud

- (a) You, and anyone else entitled to claim under this Policy, must ensure all statements made to us are true and complete.
- (b) If **your** claim is dishonest or fraudulent in any way, **we** are entitled to:
  - (i) decline your claim in whole or in part,
  - (ii) bring this Policy to an end from the date of the dishonest or fraudulent act, and/or
  - (iii) bring all other insurance **you** have with **us** to an end from the date of the dishonest or fraudulent act.
- (c) **We** may also notify the Police and/or the Serious Fraud Office.

#### 4. Progress Payments

- (a) **We** will at **our** option make regular progress payments for **your** claim provided that:
  - (i) **you** provide **us** with proof of **your** insured **loss**, and
  - (ii) if the combined progress payments exceed the total amount of the **loss**, **you** immediately refund the difference between these amounts to **us**.

#### 5. Recoveries

- (a) If we accept any part of your claim, we may exercise any legal rights you have to, at our cost, recover amounts from the person(s) responsible for the loss.
- (b) If **we** do this, **you** must co-operate and assist **us** with this exercise. If **you** refuse, **we** may require **you** to repay **us** the money **we** paid **you**.
- (c) If **we** succeed in recovering any money from the person(s) responsible, **we** will refund **your excess** and pay any remaining money recovered to **you** less **our**:
  - (i) recovery costs, and
  - (ii) the money we have paid you.
- (d) If **you** recover any lost or stolen property claimed under this Policy:
  - (i) you must hand this over to us, and
  - (ii) **we** are entitled to keep this and any proceeds from its sale.
- (e) If you receive any reparations in respect of any property claimed under this Policy, you must immediately reimburse us for any claim we have paid from these reparations.

#### 6. Salvage

- (a) If your claim relates to damaged property, we are entitled to retain possession of the damaged property and deal with salvage in a reasonable manner.
- (b) You cannot abandon any property to us.

## **General Conditions**

These conditions are important and must all be met before **we** will accept a claim under **your** Policy with **us**.

#### 1. Acts of Parliament

- (a) Any Acts of Parliament referred to in this Policy include any:
  - (i) amendments or Statutory Regulations made under them, and
  - (ii) Acts or Regulations made in substitution for the original Acts or Regulations.

#### 2. Cancellation

- (a) **You** may cancel this Policy at any time by giving notice to **us**.
- (b) We may cancel this Policy at any time by giving notice to you at your last known address as held by us. Cancellation will take effect 30 days after the day we send or deliver the notice to you.
- (c) If:
  - (i) you cancel this Policy we will (subject to "Our Responsibilities" in the Welcome to FMG section) refund 90% of the unexpired portion of your premium,
  - (ii) **we** cancel this Policy, **we** will refund the unexpired portion of **your** premium,
  - (iii) **you** have made a claim and **we** have paid the full amount under:
    - 1. the Policy,
    - 2. an Item, or
    - 3. an Optional Benefit,

**we** will cancel this Policy, Item or Optional Benefit from the date of **loss**.

#### 3. Changes

- (a) Where **we** agree, **you** may change this Policy by giving **us** notice of the changes.
- (b) We may change the terms of this Policy at any time by giving you notice at your last known address as held by us. The changes we make will take effect 30 days after the day we send or deliver the notice to you.

#### 4. Compliance with the Policy

- (a) **You**, and anyone else entitled to claim under this Policy, must comply with all the terms of the Policy before **we** will meet any claim under it.
- (b) You must tell the truth at all times.

#### 5. Currency

(a) All monetary amounts referred to in this Policy are expressed and payable in New Zealand dollars.

#### 6. Defined Words

(a) To clarify the cover you have in this Policy, some words appear in bold. These words have a specific meaning, which is outlined in the Definitions section. Defined words specific to some sections are outlined within those sections.

#### 7. Goods and Services Tax

- (a) Where GST is recoverable by **us** under the Goods and Services Tax Act 1985:
  - (i) all amounts insured exclude GST (unless otherwise shown on the **certificate**), and
  - (ii) GST will be added, where applicable, to claim payments.
- (b) All **excesses** include GST.

#### 8. Governing Law

(a) The law of New Zealand applies to this Policy and the New Zealand courts have exclusive jurisdiction.

#### 9. Headings

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

#### 10. Inspection

- (a) We are entitled to inspect property insured, at any reasonable time, and you must provide such information as may be reasonably required by us in relation to that property.
- (b) However, neither this inspection, nor any inspection report, is to be regarded as an undertaking by **us** to determine or warrant that any operations, property and/or premises are safe or covered by a Policy.

#### 11. Interested Parties

- (a) If we are advised in writing of a party holding a financial interest over the property insured under this Policy:
  - (i) that party is noted by **us**, but is not directly insured under this Policy,
  - (ii) you authorise us to disclose to that party personal information about you in connection with this Policy, and
  - (iii) **we** may make a claim payment directly to that party up to the limit of its interest.

This meets **our** obligations to **you** under this Policy to that extent.

#### 12. Joint Insurance

- (a) If this Policy insures more than one person or entity, they are insured jointly. A breach by one insured will be treated as a breach by all insureds.
- (b) The most **we** pay in total to all insured persons or entities during the **period of insurance** is the amount shown in this Policy or on the **certificate**.

#### 13. Location – in New Zealand only

(a) This policy covers **you** while in New Zealand, unless another location is shown on the **certificate**.

#### 14. Notification of any Change in Circumstances

- (a) After this Policy has commenced, **you** must notify **us** immediately of any change in circumstances **you** are aware of which:
  - (i) increases, or
  - (ii) alters,
  - any risk insured under this Policy.
- (b) Once **you** have done so, **we** may change the premium and/or terms of cover, at **our** discretion.
- (c) If **you** fail to notify **us** of any change in circumstances, **we** may:
  - (i) refuse to meet any claim or part of it, and/or
  - (ii) bring this Policy to an end,
  - from the date of the failure.

### 15. Notification of any Change of Occupation or Hazardous Activities

- (a) If you change your occupation or hazardous activities, we may insure you for your new occupation and/or hazardous activities, provided you:
  - (i) immediately notify **us** of **your** new **occupation** and/or hazardous activities, and
  - (ii) complete any proposal we require.

#### 16. Payment of Premiums

- (a) Cover under this Policy will not commence until you have paid, or have agreed to pay, the premium (including any Government charges) for the period of insurance.
- (b) If we have agreed that you can pay your premium in instalments, payments are due in accordance with the agreement we have with you. In such case, cover under this Policy will not commence until you have paid, or have agreed to pay, the premium, including any Government charges, due under this agreement.

#### (c) If you suffer a total loss:

- (i) we will not settle your claim:
  - 1. until the full annual premium is paid, or
  - if you are paying your premium by instalments, until the balance of the full annual premium is paid, and
- (ii) **we** may deduct any outstanding annual premium from the claim settlement.
- (d) It is important **you** continue to pay **your** premiums on time (either in full, in advance, or in accordance with any agreement **we** have with **you**).

#### 17. Reasonable Care

(a) You must take reasonable care to avoid and minimise loss or damage occurring to the property insured under this Policy, and liability to others, at your own expense.

#### This includes:

- (i) complying with all relevant laws,
- (ii) complying with all manufacturer's recommendations,
- (iii) employing competent employees, and
- (iv) maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times.
- (b) **We** will not pay any claim if **you** have been reckless or grossly irresponsible.

#### 18. Reasonable Care of Your Health

- (a) You must take reasonable care of your health, at your own expense.
- (b) **We** will not pay any claim if **you** have been reckless or grossly irresponsible.

#### 19. Transfer of Interest

(a) No interest in this Policy can be transferred or assigned without **our** written agreement.

#### 20. What you must do

- (a) In the **event** of any claim, **you** must:
  - (i) obtain medical treatment from a registered medical practitioner or hospital as soon as possible, and
  - (ii) follow any medical advice you are given.
- (b) At any time we ask, you must:
  - (i) at your own expense, provide all certificates and evidence reasonably required by us to establish that you are disabled, and
  - (ii) at our expense, attend a medical examination.
- (c) If your claim relates to an accident, you must:
  - (i) lodge a claim with the Accident Compensation Corporation, and
  - (ii) tell **us your** claim reference number and/or the name of **your** case manager.

## **Definitions**

The following definitions apply to **your** Policy, unless the context requires otherwise.

Please note:

- References to the singular include the plural and
  vice versa.
- The definitions apply to any derivatives of the word used in this Policy.

**Accident** means external or internal **bodily injury** caused solely and directly by violent, **accidental**, external and visible means, and includes exposure to the elements and the inhalation of water or harmful gas.

**Bodily injury** means **injury**, **sickness**, **disability**, disease, diagnosed mental **injury**, or death resulting from any of these.

**Certificate** means the latest version of **your** Policy Certificate issued by **us** which contains details of **your** insurance cover under this Policy.

**Confiscation** means confiscation, requisition, nationalisation, or destruction of, or damage to property by order of Government, a local authority, a court, or any public authority but excludes such orders given for the purpose of controlling a peril covered by this Policy.

**Deferment period** means the first period (as shown on the **certificate**) for which **you** are on claim because **you** are **disabled**.

**Disabled** and **disability** means **totally disabled** or **partially disabled**.

**Event** means a single **loss** and/or **bodily injury**, or a series of **losses** and/or **bodily injuries** which have the same cause.

**Excess** means the first amount of a claim that **you** must pay, as shown on the **certificate**.

**FMG** means FMG Insurance Limited as shown on the **certificate**.

**Hospital** means:

- (a) a private hospital, or
- (b) a public hospital.

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

Loss means physical:

- (a) loss,
- (b) damage, or
- (c) destruction,

of tangible property during the **period of insurance**.

Loss of electronic data means the loss, corruption, destruction, malfunction or unavailability of information or instructions in electronic form including programs, software and other electronic data. This extends to the loss of use, reduction in functionality, or any other associated loss or expense in connection with the loss of such data including data retrieval costs.

#### Nuclear materials means:

- (a) ionising radiation or contamination by radioactivity from:
  - (i) any nuclear fuel,
  - (ii) any nuclear waste,
  - (iii) the combustion or fission of nuclear fuel, or
- (b) nuclear weapons material.

**Occupation** means **your** occupation or occupations as shown on the **certificate**.

**Partially disabled** means **you** are unable to engage in, perform or attend to key tasks of **your occupation** as a direct result of an:

- (a) **accident**, and/or
- (b) sickness,

whichever is shown on the certificate.

**Period of insurance** means the duration of **your** Policy, as shown on the **certificate** (unless the Policy is terminated earlier by **you** or **us**).

Present day value means either the:

- (a) market value immediately before the **spoilage** or **loss**, or
- (b) replacement cost less an allowance for age and wear and tear.

as calculated by **us**, using whichever method **we** believe to be appropriate in the case.

Registered medical practitioner means a person who is:

- (a) registered under the Health Practitioners Competence Assurance Act 2003, or
- (b) a member or fellow of a specialist college recognised by us and has a licence to practise within a field of speciality, issued by the New Zealand Medical Council.

**Sickness** means a diagnosed physical:

- (a) illness,
- (b) sickness,
- (c) disease, or
- (d) debilitating condition,

arising other than from accident.

#### Terrorism means:

- (a) the use, threatened use, or preparation for the use, of:
  - (i) force or violence towards any person or group(s) of people,
  - (ii) property damage,
  - (iii) conduct that creates a risk to health and safety, or
  - (iv) interference or disruption with an electronic system,
- (b) by a person or group(s) of people whether acting alone, or on behalf of, or in connection with, any organisation or government:
  - (i) designed to influence, coerce or retaliate against, a government or group of people,
  - (ii) bring about change that aligns with their particular political, religious, ideological, ethnic, economic agenda, and
- (c) extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such conduct.

**Total and permanent disability** means **your** permanent inability to engage in, perform or attend to **your occupation**.

**Total loss** means the condition which exists when the cost of repairs exceeds the **present day value** of damaged property.

**Totally disabled** means **you** are unable to engage in, perform or attend to any part of **your occupation** as a direct result of an:

- (a) accident, and/or
- (b) sickness,

whichever is shown on the certificate.

War means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil, mutiny, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, and extends to activity connected with controlling, preventing or suppressing such conduct.

We, us, or our means FMG.

**You** and **your** means the person (or persons) shown on the **certificate**.



We're easy to contact

Call us on 0800 366 466

PO Box 1943 Palmerston North 4440 contact@fmg.co.nz

Visit our website www.fmg.co.nz

