

Farm Dogs Policy Wording

Terms of our policy to cover farm dogs



FMG
Advice & Insurance

**Thank you for choosing to insure with FMG.
We are New Zealand's leading rural insurer,
100% New Zealand owned and protecting
property and livelihood in New Zealand
communities since 1905.**

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This policy wording describes the Farm Dogs policy. This policy covers your individually specified and unspecified farm dogs for theft and death.

Important information about your FMG policy

Please read and file this document and your policy certificate

Please take the time to read carefully through this policy wording and the accompanying policy certificate. Together, these two documents form your insurance contract with us.

The policy certificate shows what you are covered for

Your policy certificate is particularly important. If there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that prevails.

Under this contract, you and FMG both have responsibilities to ensure everything runs smoothly. Read these documents to find out what they are. If there is anything that you don't understand, please contact us.

Please:

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

The date that cover ceases is shown on the policy certificate. If your policy is renewable, we will contact you about renewing your insurance just before that date.

The policies and benefits we agree to provide are listed on your certificate. This policy wording details the cover that this policy and benefits provide.

Our defined meanings of some words

In this document, we use italics to show that the words have the meanings given in the definitions section.

We also use the following common terms throughout the document, with the meanings shown.

- **Certificate** means the latest version of your policy certificate issued by us. The certificate contains details of your insurance cover under this policy.
- **FMG** means FMG Insurance Limited as shown on the certificate.
- **Period of insurance** means the duration of your policy, as shown on the certificate (unless the policy is ended earlier by you or us).
- **We, us, or our** means FMG.
- **You and your** means the person (or persons) shown on the certificate as the insured. You can also be a company, partnership or other legal entity.

You agree to give us correct and complete information

We have provided this policy based on the information you have disclosed to us. If you give us information that is incorrect or incomplete, you might not be covered under the policy.

You need to tell us:

- all material information before the cover starts, even if we don't specifically ask about it (material information is information that could change our decision if we knew about it)
- straight away if your circumstances change in any way while you are insured with us, both during the period of insurance and at renewal.

Cover under your policy will not start 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 by the due date, your insurance could be cancelled and you will not be insured.

You are not covered for some items, events, and circumstances. These are called exclusions. Exclusions are detailed throughout the policy.

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 who is entitled to claim under this policy must also meet these conditions and obligations.

We are bound by the Fair Insurance Code

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

We comply with the Privacy Act 1993

We collect personal information about you, your business, or both. We asked you for personal information to fully evaluate and to administer this policy, and we may ask for more if you make a claim or renew the policy. You also authorise us to:

- collect relevant information about you or your business from third parties, such as other insurers and EQC
- disclose information about you in connection with insurance to third parties.

We fully understand the importance of protecting your personal, commercial and financial information. We store your information securely, within our organisation, and will not share it except in compliance with the Privacy Act 1993. You have rights under the Privacy Act 1993 to access and correct the information we hold about you.

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

We provide a 30-day 'cool off' period

We are confident this policy will be right for you. However, you may cancel this policy within 30 days of the start date if you are not entirely happy, without giving us a reason. We will refund any premium you have paid, provided you do not have a claim during this 30-day period.

We agree to cover your farm dogs

We agree to provide you with the insurance set out in this policy, if 'Farm Dogs' is shown on the certificate.

We cover your and your employees' dogs

You are insured for the theft and *death* of your and your employees' *dogs* occurring during the period of insurance.

1. The cover includes automatic benefits

You are automatically insured under this section for the following benefits.

1.1 We cover vet costs

You are insured for the *vet costs* incurred during the period of insurance to:

- extend the useful working life of the *dog*, or
- prevent that *dog's* death, whether or not death occurs.

We will pay up to \$1,000 for any one *event*.

1.2 We cover additional dogs

Any additional *specified farm dogs* purchased by you or your employee during the period of insurance are insured, provided you:

- give us the full details of the additional dogs within 30 days of the date of purchase
- pay us any additional premium we require.

Each additional dog is insured up to \$5,000.

1.3 We cover replacement dogs

Any *specified farm dogs* purchased by you or your employees during the period of insurance to replace existing *specified farm dogs* are insured under this policy, provided you:

- give us the full details of the replacement dogs before your policy's next renewal date
- pay us any additional premium we require.

These replacement dogs will be insured on the same terms and for the same amount as the dogs they replace.

1.4 We cover dogs for permanent incapacity

You are insured if you or your employees' *dog* sustains an *accident*, or contracts an illness or disease during the period of insurance that directly results in it being permanently incapable of fulfilling the duties required of it for your *farming operations*.

You must provide a certificate from a *vet* confirming that the dog is permanently incapable of fulfilling the duties required of it.

We will pay the lesser of the following:

- 75% of the *fair market value* of the *dog*, or
- the amount shown on the certificate.

2. What we will pay

2.1 Specified farm dogs

We will pay the *fair market value* of the *specified farm dogs* up to the amount shown on the certificate for any one event.

2.2 Unspecified farm dogs

We will pay the lesser of the following for any one *unspecified farm dog*:

- its *fair market value*, or
- \$3,000.

We will pay up to the amount shown on the certificate for any one event.

3. What you are not insured for

Dogs are not insured for:

- intentional slaughter, unless certified by a vet to end incurable suffering
- being unable to do the duties you keep them for unless covered under automatic benefit 1.4 (permanent incapacity)
- *death* following any inoculation or surgical operation unless this occurs during the period of insurance and was necessary to prevent death because of an *accident*, illness or disease insured under this policy
- unexplained disappearances
- death caused by infectious and contagious diseases.

4. General exclusions for dogs

4.1 You are not covered for confiscation, nuclear materials, terrorism or war

You are not insured under this policy for *loss* in any way connected with:

- *confiscation*
- *nuclear materials*
- *terrorism*
- *war*.

4.2 You are not covered for consequential loss

You are not insured for any consequential loss. Things you are not covered for include, but are not limited to:

- penalties
- loss of use unless covered under automatic benefit 1.4 (permanent incapacity)
- loss resulting from delays
- loss of market
- loss resulting from depreciation
- loss of value.

Making a claim

The conditions in this section are important. You must meet all conditions before we will accept a claim under your policy with us.

5. What you must do

5.1 As soon as you know you are likely to make a claim

You must let us know immediately if anything happens that is likely to lead to a claim.

You must take reasonable steps to minimise the claim and avoid any further claim.

You must make a complaint to the police if you suspect criminal activity.

5.2 When communicating with us

You must complete our claim form in full if we ask you to do so, and return it to us within 30 days of our request.

You must provide all reasonable information and assistance we require at any time.

You must immediately send us all relevant correspondence and court documentation.

You must provide us with any proof of identity we require and a vet certificate confirming the cause of death if we request this.

You must also co-operate with us and our representative in any investigation or adjustment of an actual or potential claim. If we, or our representative, ask you to do so, you must immediately provide us with:

- access to any person(s), including you, your family, representatives, agents, *employees*, bailees or any other person you have entrusted control of the *dogs* to
- copies and originals of any veterinary records held by you, a *vet* or someone else
- all information about the condition, history, performance, value or other details of the *dogs* that we or our representative may reasonably require.

You must authorise us to:

- get personal information about you from you and third parties in connection with your insurance
- disclose personal information about you to third parties in connection with your insurance.

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

5.3 When you have other insurance

You must immediately notify us of any other insurance that covers you for any of the risks covered under this policy.

6. What you must not do

6.1 You must not dispose of the dog

You must not dispose of any *dog* that is to be subject of your claim, without our prior approval.

6.2 You must not accept liability or settle things yourself

You must not admit you are liable to any party.

You must not say or do anything that prejudices our ability to:

- defend any action against you, or
- take recovery action in your name.

You must not start any remedial action without our approval.

6.3 You must not make untrue statements

You, and anyone else entitled to claim under this policy, must ensure all statements made to us are true and complete.

If your claim is dishonest or fraudulent in any way, we are entitled to:

- decline your claim in whole or in part
- bring this policy to an end from the date of the dishonest or fraudulent act
- bring all other insurance you have with us to an end from the date of the dishonest or fraudulent act.

We may also notify the police, the Serious Fraud Office, or both.

7. How we will manage the claim

7.1 We will pay the difference between another insurance and this one

You must immediately let us know if you have other insurance covering the risks covered under this policy.

We will only pay over and above the limit payable under that other insurance.

7.2 We may make progress payments

We will, at our option, make regular progress payments for your claim provided that:

- you provide us with proof of your insured *loss*, and
- if the combined progress payments exceed the total amount of the *loss*, you must immediately refund us the difference between these amounts.

7.3 We may recover costs from those responsible for the loss

If we accept any part of your claim, we may exercise any legal rights you have to recover amounts from the persons responsible for the *loss*. Any recovery will be at our cost.

If we do this, you must co-operate and give us any help we ask for. If you refuse, you may have to repay the money we paid you.

If we succeed in recovering any money from the persons responsible, we will pay to you any remaining money recovered after deducting:

- our recovery costs, and
- the money we have paid you.

If you recover any lost or stolen *dog* claimed under this policy:

- you must hand this over to us, and
- we are entitled to keep the property and any proceeds from its sale.

If you receive any reparations for any *dog* for which you have made a claim under this policy, you must immediately reimburse us from these reparations up to the amount of any claim payments we have made to you.

General conditions of this policy

The following conditions apply to the whole policy, and cover what you agree to do, how we manage the policy, and how the policy will be interpreted.

8. What you agree to do

These conditions must all be met before we will accept a claim under this policy.

8.1 You must care for the health of the dogs

Dogs must be in sound health and free from any injury, physical disability or illness at the start of the current period of insurance.

You must immediately use the services of a *vet* if any *dog* suffers:

- an *accident*
- lameness
- illness
- injury
- physical disability.

If the *vet* considers the injury or illness is serious, you must contact us so we can consider appointing a *vet* of our choice.

8.2 You must comply with all terms of this policy

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.

You must tell the truth at all times.

8.3 You must tell us immediately if anything changes

After this policy starts, you must notify us immediately of any change in circumstances you are aware of that affects any risks insured under this policy, whether by increasing or altering them.

Once you have done so, we may change the premium and terms of cover, at our discretion.

If you fail to let us know about any change in circumstances, we may (from the date of the failure):

- refuse to meet any claim or part of it
- cancel this policy.

8.4 You must take reasonable care

You must take reasonable care, at your own expense, to avoid and minimise *loss* to the *dogs* insured under this policy, and liability to others.

This includes:

- complying with all relevant laws
- complying with all manufacturer's recommendations
- employing competent *employees*
- maintaining and operating all security protection equipment, and all fire protection and extinguisher equipment, at all relevant times.

We will not pay any claim if you have been reckless or grossly irresponsible.

8.5 Premiums must be paid on time

Cover under this policy will begin when you have paid, or have agreed to pay, the premium for the period of insurance (including any government charges).

If we have agreed that you can pay your premium in instalments, cover under this policy will begin when you have paid, or have agreed to pay, the first instalment (including any government charges), due under this agreement.

You must pay your premiums by the due date.

If you suffer a total loss:

- we will not settle your claim:
 - 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
- we may deduct any outstanding annual premium from the claim settlement.

8.6 You must seek our written agreement to a transfer of interest

No interest in this policy can be transferred or assigned without our written agreement.

9. How we will manage this policy

9.1 How to make changes to this policy

If we agree, you may change this policy by giving us notice of the changes.

We may change the terms of this policy at any time by giving you notice at the last known address we have for you. The changes we make will take effect 30 days after the day we send or deliver the notice to you.

9.2 How to cancel this policy

You may cancel this policy at any time by giving notice to us.

We may cancel this policy at any time by giving notice to you at the last known address we have for you. Your policy will be cancelled 30 calendar days after the day we send or deliver the notice to you.

- If you cancel this policy we will (subject to “We provide a 30 day ‘cool off’ period” on page 5) refund 90% of the unexpired portion of your premium
- If we cancel this policy, we will refund the unexpired portion of your premium.

If you have made a claim and we have paid the full amount under:

- the policy, we will cancel the policy
- an item, we will cancel the item
- an optional benefit, we will cancel the optional benefit.

In all three cases, the cancellation will be from the date of loss.

9.3 We will add Goods and Services Tax where applicable

Where we are able to recover GST under the Goods and Services Tax Act 1985:

- all amounts insured exclude GST (unless otherwise shown on the certificate), and
- GST will be added, where applicable, to claim payments.

9.4 We can inspect your dogs

We are entitled to inspect the *dogs* insured under this policy, at any reasonable time and you must provide any information we reasonably require in connection with them.

When we inspect the dogs or provide an inspection report about them, we are not determining or warranting their safety, nor are we confirming that they are covered by the policy.

9.5 We can give information and make payments to interested parties

If you advise us of a party holding a financial interest in the *dogs* insured under this policy, all of the following apply.

- We note that interest, but the party is not directly insured under this policy.
- You authorise us to disclose personal information about you to that party in connection with this policy.
- We may make a claim payment directly to that party up to the limit of its interest.

If we make such a payment, we have met our obligations to you under this policy for that amount.

9.6 This policy covers dogs in New Zealand only

This policy only covers the *dogs* while they are in New Zealand.

However, if another location is shown on the certificate, they will also be covered in that location.

How to interpret this policy

10.1 Words in italics have a specific meaning

Words which appear in italics must be interpreted using their defined meaning stated in the definitions section.

10.2 We use New Zealand currency

All monetary amounts referred to in this policy are expressed and payable in New Zealand dollars.

10.3 The law of New Zealand governs this policy

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

10.4 ‘Acts of Parliament’ include amendments and regulations

Any Acts of Parliament referred to in this policy include any:

- amendments or statutory regulations made under them, and
- Acts or regulations made in substitution for the original Acts or regulations.

10.5 Headings are for ease of reading

The headings in this document are merely there to make it easier to read. They do not form part of the policy and are not to be used in interpreting it.

Definitions

The following definitions apply to your policy.

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 and **accidental** means an event that is sudden, unintended and unforeseen by you.

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

Death means death caused by *accident*, illness or disease (excluding infectious and contagious disease).

Dog means a *specified farm dog* or *unspecified farm dog*. This may either be your or your employee's dog.

Employee means:

- any employee directly employed by you for domestic duties, or
- any employee directly employed by you in, or any principal or director (but only in their capacity as such) of your:
 - *farming operations*
 - your normal regular horticultural activities associated with the growing of your plants,
 - or homestay activities.

Homestay activities means your accommodation of temporary visitors to the house you live in who pay you for hospitality, meals, accommodation, or any combination of these for a short term (paying guests) provided that:

- your maximum paying guest capacity is no more than six people,
- your annual turnover from paying guests is not greater than \$30,000, and
- for taxation purposes, you claim no more than 50% of the house you live in for your accommodation of paying guests.

Event means a single *loss* or series of *losses* that have the same cause.

Fair market value means the price, immediately before the *loss*, at which ownership of the relevant *dog* would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts.

Farming operations means your normal regular farming activities including:

- exhibitions and competitions at shows
- using your property for horse or hunt club activities, except horse racing organised by a racing or trotting (or similar) organisation
- distributing farm material from aircraft, except for 1080, 1081, herbicides, fungicides, pesticides or similar poisons or substances
- artificial insemination technician activities
- occasional agricultural or horticultural contracting, excluding the use of explosives or herbicides or fungicides
- your normal regular horticultural activities associated with the growing of your plants.

Loss means a coverable loss in respect of the relevant *dog* during the period of insurance.

Nuclear materials means:

- ionising radiation or contamination by radioactivity from:
 - any nuclear fuel
 - any nuclear waste
 - the combustion or fission of nuclear fuel, or
- nuclear weapons material.

Specified farm dog means a dog:

- between the ages of six months and nine years at the start of the current period of insurance
- individually shown on the certificate
- used for your *farming operations*.

Terrorism means a particular type of use, threatened use, or preparation for the use, of:

- force or violence towards any person or group(s) of people,
- property damage,
- conduct that creates a risk to health and safety, or
- interference or disruption with an electronic system.

What makes it terrorism is that these are actions by a person, group or groups (whether acting alone, or on behalf of, or in connection with, any organisation or government):

- designed to influence, coerce or retaliate against, a government or group of people, or
- to bring about change that aligns with the person or group's particular political, religious, ideological, ethnic, economic agenda.

Our definition of 'caused by terrorism' extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such actions.

Total loss means the situation that exists when the full amount available under this policy in respect of the relevant *dog* is claimable.

Unspecified farm dog means any dog:

- between the ages of six months and nine years at the start of the current period of insurance,
- not individually shown on the certificate (but only if the certificate shows Unspecified Farm Dogs as an insured item)
- used for your *farming operations*.

Vet means a veterinarian experienced in treating animals with a current valid license issued by the appropriate governing agency that allows them to practice veterinary medicine.

Vet costs means the reasonable costs for the treatment of the *dog* by a:

- vet
- qualified animal specialist who is not a vet, on the recommendation of a vet.

War means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, 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.

Notes

Tell us what you think about us and our service

Your feedback helps 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 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 would like to know about it so we can 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're easy to contact



Call us on 0800 366 466



Email us at contact@fmg.co.nz



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