



Farm Pack

PRODUCT DISCLOSURE STATEMENT
AND POLICY WORDING



Ag Guard

SIMPLE & FAIR
INSURANCE SOLUTIONS

CONTENTS

How to read this Product Disclosure Statement	1
What is a Product Disclosure Statement or PDS?	1
About your insurance policy	1
About this Product Disclosure Statement and Policy Wording	1
Part A – Important Information	2
About us	2
Your duty of disclosure	2
General advice only	3
Questions	3
Choice of Covers	3
Making a claim	3
Your sum insured may not be adequate	4
This product may not match your expectations	4
Cooling-off period	4
Cancellation after the cooling-off	4
The Cost of the Policy	5
Is an Excess payable	5
The General Insurance Code of Practice & Financial Complaints Scheme	5
Disputes not covered by the AFCA Terms of Reference	7
Part B – Policy Summary	8
Part C – Information for some Policyholders	9
The amount You pay for Policy Section 1 or Policy Section 3	9
How various factors may affect your premium for Policy Section 1	9
How various factors may affect your premium for Policy Section 3	9
Excess	10
Part D – Your Policy	11
Section 1 – Home Property	11
Part A – Home Buildings and Home Contents	11
What we pay	14
Maximum amounts We will pay	15
Additional benefits (applying to Part A of section 1)	16
Part B – Portable effects	23
What we cover	23
What we will not pay for under Part A – Home Buildings and Home Contents	24
What we will not pay for under Part B	25
How we will pay your claim under Section 1 – Part B (Portable Effects)	25
What is not covered under Section 1 – Part B	26
Part C – Personal Legal Liability	27
What we cover	27
Additional benefits (applying to Part C of Section 1)	28
What We will not provide cover for (Part C – Personal Liability)	28
Specific Definitions in Section 1	29



Section 2 – Farm Property	33
Part A – Farm Property	33
How We will Pay Your claim under Section 2 – Part A (Farm Property)	37
Part B – Portable Business Effects	39
How We will Pay Your claim under Section 2 – Part B (Portable Business Effects)	40
What we exclude – Section 2 Farm Property	44
Specific conditions (applying to Section 2)	46
Specific Definitions in Section 2	46
Section 3 – Motor Vehicles	51
Option 1 – Comprehensive Cover	51
Option 2 – Third Party Liability	55
Option 3 – Third Party Liability, Fire and Theft	56
Option 4 – Fire and Theft	58
Specific exclusions – What is not covered under Section 3	58
Specific conditions (applying to Section 3)	60
Making a claim under Section 3	61
Specific Definitions in Section 3	63
Section 4 – Machinery and electronic breakdown	65
A. Plant and machinery breakdown – What you are covered for	65
B. Electronic equipment breakdown – What you are covered for	65
Plant and machinery breakdown – Specific conditions of cover	65
What We will pay for	65
How We will pay Your claim under Section 4	66
Specific options available under Section 4	68
What is not covered under Section 4	69
Policy section conditions	71
Specific Definitions in Section 4	72
Section 5 – Theft	74
Theft – what You are covered for	74
How We will pay Your claim under Section 5	74
Additional benefits applying to Section 5	75
Specific exclusions – What is not covered under Section 5	75
Specific definitions in Section 5	75
Section 6 – Land Transit	77
Land Transit – what You are covered for	77
Additional benefits applying to this section	77
Maximum limits	77
How We will pay Your claim	78
Exclusions – What we will not pay for	78
Specific definitions in Section 6	79



Section 7 – Public & Products Liability	80
What you are covered for	80
Additional benefits (applying to this section 7)	80
Optional benefits available under this Section 7	82
Specific exclusions – What we will not pay for	83
Special conditions applying to this section	87
Specific definitions in Section 7	88
General exclusions, conditions and other terms	90
General exclusions	90
General Conditions	92
Making a claim	95
General definitions applicable to the whole Policy	96



HOW TO READ THIS PRODUCT DISCLOSURE STATEMENT

What is a Product Disclosure Statement or PDS?

This Product Disclosure Statement (“PDS”) was prepared on 19 December 2019.

A PDS is a document prepared to assist **You** in understanding the coverages available under the Farm Insurance Policy and in making an informed choice about **Your** insurance requirements.

About your insurance policy

This PDS and Policy Wording is an important legal document that has been designed to help **You** get the most out of **Your** policy.

Your policy is a legal contract between **You** and **Us**. The contract is based on the information **You** gave **Us** when **You** applied for the insurance, and any subsequent information which **You** have supplied.

Your policy is made up of the PDS and Policy Wording, any Supplementary PDS (“SPDS”) **We** may send **You**, any endorsements and **Your** Schedule. **You** should read all these documents together to tell **You** what **We** cover, what **We** exclude, what **We** pay to settle claims and other important information. **We** will provide cover under those Policy Sections specified in **Your** Schedule.

General exclusions, conditions and terms are listed on page 99-101. Unless otherwise expressly stated, these apply to each of the Policy Sections, including any Additional Benefits in those Policy Sections.

Specific conditions, definitions and exclusions also apply to individual Policy Sections and Additional Benefits in those Policy Sections.

Subject to **You** paying the premium by the due date, **We** agree to insure **You** during the **Period of insurance**. The commencement date and expiry date of the Period of Insurance is specified in **Your** Schedule.

Some other words used in this PDS have special defined meanings. These words are in bold. Most of the words **We** have defined are listed in the **General Definitions** or the **Definitions** of the applicable Policy Section.

About this Product Disclosure Statement and Policy Wording

We are required to give **You** a PDS if **You** are insuring Home Building /Home Contents or Portable Effects under Policy Section 1, or insuring Motor Vehicles (Private Use) under Policy Section 3 – Motor Vehicles and **You** are:

- an individual; or
- a small business, having:
 - in the case of a non-manufacturing business, less than 20 employees; or
 - in the case of a manufacturing business, less than 100 employees.

This PDS and Policy Wording has 4 parts:

- **Part A** Important information. This part of the booklet includes information about **Your** rights and responsibilities and the General Insurance Code of Practice and how to contact **Us** to resolve a complaint, dispute and privacy. This part applies to all Policy cover sections and should be read by all people who take out this policy.
- **Part B** contains the Policy Summary. **You** can use this summary to decide which Policy Sections **You** require.
- **Part C** contains information that only applies to some policyholders. This part only applies to **You** if **You** are insuring Home Building /Home Contents and Portable Effects under Policy Section 1; or insuring Motor Vehicles (Private Use) under Policy Section 3 – Motor Vehicles and **You** are an individual or a small business.
- **Part D** contains **Your** Policy Wording. It applies to all persons who take out this insurance. To understand the terms and conditions of **Your** policy, **You** must read ‘About **Your** insurance policy’, Part A, B, and Part C of the PDS and Policy Wording.



PART A – IMPORTANT INFORMATION

About us

The Insurer

This insurance policy is underwritten and issued by Great Lakes Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as “Great Lakes Australia” (GLA).

GLA is a branch office of Great Lakes Insurance SE, a limited liability company incorporated in Germany and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG (‘Munich Re’), part of Munich Re (Group). Munich Re (Group) is one of the largest insurance groups in the world.

GLA has strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check GLA’s current rating at the following website: Standard & Poors: www.standardandpoors.com

The contact details for GLA are:

PO Box H35 Australia Square, Sydney, NSW, 1215
(02) 9272 2050 | reception@gla.com.au

GLA is a party to the General Insurance Code of Practice. **You** can access the Code at www.codeofpractice.com.au

The Agent

Ag Guard Pty Ltd (ABN 42 168 502 645, AFSL 480716)

Ag Guard Pty Ltd (Ag Guard) arranges policies for and on behalf of GLA. Ag Guard acts under a binding authority given to it by GLA to administer and issue policies, alterations and renewals. In everything to do with this Policy, Ag Guard acts as an agent for GLA and not for **You**.

If **You** have any questions about **Our** products or services or need help to make a claim, **You** can contact us as set out below.

Address: Suite 303, 115 Military Road, Neutral Bay, NSW, 2089.
Postal Address: PO Box 164, Milsons Point, NSW, 1565.

Policy Enquiries:

Phone: 02 8052 3997 (Option 2)
Online: www.agguard.com.au
Email: sales@agguard.com.au
Business Hours: 9 am – 5 pm (AEST)

Claims Enquiries:

Phone: 02 8052 3997 (Option 1)
Business Hours: 9 am – 5 pm (AEST)
After Hours: 5 pm – 9 pm (AEST)

Your duty of disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell Us anything that **You** know, or could reasonably be expected to know, or that may affect **Our** decision to insure **You** and on what terms.

You have this duty until **We** agree to insure **You**.

You have the same duty before **You** renew, extend, vary or reinstate an insurance contract. **You** do not need to tell Us anything that:

- reduces the risk **We** insure **You** for; or
- is common knowledge; or
- **We** know or should know as an insurer; or
- **We** waive **Your** duty to tell Us about.



If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed. After the Policy is entered into, ongoing disclosure obligations may apply. See the Policy for details.

General advice only

You should carefully consider Your personal circumstances before purchasing insurance coverage from Us. And if You have any questions or queries on any aspect of this PDS, You should seek independent legal and/or financial advice.

Importantly, You should treat any advice in this PDS as purely general in nature, as We do not know and are unaware of Your individual personal circumstances.

While this PDS contains all the information required at the time of issue, other additional documents may be sent to You which will become part of the PDS. If so, the document will state that it is part of the PDS.

To the extent We need to update any information in this PDS, We will either send You a new PDS or a supplementary PDS. These documents can also be obtained by contacting Us.

Questions

You should contact Your broker or agent if You:

- a) need more information,
- b) have any questions, or
- c) want to confirm a transaction.

Your broker or agent's contact details can be found in the financial services guide or other documentation they give You.

Choice of Covers

There are 7 different types of insurance covers available under the Policy.

A minimum of four sections is required before we will insure You. Home Property and Public and Products Liability sections are mandatory for insurance to be provided under the policy.

Sections

1. Home Property
2. Farm Property
3. Motor Vehicles
4. Electronic and Machinery Breakdown
5. Theft
6. Land Transit
7. Public and Product Liability

Where Farm Property is selected You must also select Motor Vehicles otherwise insurance will not be provided. You should carefully read each Cover section and select the covers which You believe will best suit Your needs.

If You have any questions, please do not hesitate to contact Your broker or agent.

Making a claim

To make a claim under the Policy please contact Your broker or agent. Alternately You may read the section at the end of this PDS called 'Making a Claim' which provides details of the process that You must follow in full in order for Us to consider a claim.

The procedures You must comply with include:

- a) immediately contact the police and make a full report in the event that someone has broken into Your premises; stolen your property or caused malicious damage to Your property;
- b) take all reasonable steps to reduce the loss or damage or liability;
- c) not to make any admissions of liability, offer or promise or payment in connection with any event;
- d) promptly inform Us by telephone or person as soon as possible, providing full details of the facts and circumstances of the loss, damage, injuries, illness or claim against You;
- e) preserve any damaged property and make it available for inspection; and
- f) not authorise the repair or replacement of anything without Our agreement.



Your sum insured may not be adequate

We are not responsible for ensuring that **You** have selected the correct level of cover.

You should establish an adequate **Sum Insured** when initially arranging cover and also ensure **You** amend the **Sum Insured** when **Your** situation changes, to ensure that the amount of insurance provided under this **Policy** is adequate in the event of a claim.

Where cover is for replacement or reinstatement, the **Sum Insured** **You** choose should reflect the full replacement or reinstatement value of the property and an allowance for professional fees and removal of debris. Where cover is on an **Indemnity Value** basis, the **Sum Insured** **You** choose should reflect the value of the property at the time of loss or damage taking into consideration the age, condition and state of repair. Unless advised otherwise by Your tax adviser, all **Sums Insured** should include GST.

Some sections contain insurance for which a choice needs to be made. **You** can select cover that contains co-insurance or underinsurance provisions (in exchange for lower premium rates). For this choice of cover it means that if **You** insure for less than the full replacement value, **We** may reduce the amount **We** pay **You** after taking into account the proportion of the loss **You** need to pay yourself. Alternatively, **You** can select cover where these provisions do not apply (in exchange for higher premiums rates). Please refer to **Hay, Livestock and Fencing** in Farm Property – Section 2 for these choices.

Section 4 – Machinery and Electronic Breakdown also contains underinsurance provisions which require that **You** declare and insure all Plant and Machinery eligible for Blanket cover. For Specified Plant and Machinery, where in the event of a claim, a **Specified** item cannot be clearly identified from any similar items not **Specified** on **Your Schedule**, the **Sum Insured** for the **Specified** item on **Your Schedule** will be the **Sum Insured** listed on **Your Schedule** for that **Specified** item divided by the total number of similar items at **Your Farm** at the time of the **Occurrence**.

Your Sum Insured under Section 1 – Home Property Events or Section 2 – Farm Property may be increased at renewal to allow for inflation.

This product may not match your expectations

You should take time to read this **PDS**, including the important information and **Policy** terms, conditions and exclusions carefully, to ensure this product matches Your expectations.

Each of the sections in this **Policy** is subject to specific terms, conditions and exclusions. In addition, there are general exclusions and conditions that apply to all sections of the **Policy**. **You** should ensure **You** read each of these carefully so that **You** understand what the **Policy** does and does not apply to.

You should ask **Your** broker or agent or legal services provider if **You** are unsure about any aspect of this **Policy**.

Cooling-off period

If **You** are unhappy with any aspect of **Your** Insurance, **You** should contact **Your** broker to discuss **Your** concerns.

You may cancel this **Policy** and receive a full refund if **You**:

- a) change **Your** mind within 21 days of buying **Your** Policy; and
- b) have not made, and are not entitled to make, a claim under the **Policy**.

To cancel **Your** policy within the cooling-off period, **You** should contact Ag Guard or **Your** broker in writing.

Cancellation after the cooling-off

You may cancel the whole **Policy**, or any one of the covers provided under the **Policy**, after the cooling-off period by giving **Us** written notice.

Other than non-refundable government charges, **We** will refund **You** any premium **You** have paid for the time remaining on the **Policy**, except in the case of any premium paid for the following items, which will not be refunded unless the item is sold or the whole **Policy** has been cancelled:

- a) **Fencing** or **Hay**;
- b) death of livestock;
- c) combine harvesters, headers, cotton pickers and fruit pickers;

Premium re-funds for certain types of **Farm Property** may not be strictly 'time-on-risk', but rather on a 'non pro-rata' basis according to the premium earning pattern, based on **Our** assessment of our exposure during the period **We** have been on risk.



Subject to the *Insurance Contracts Act 1984* (Cth), **We** can cancel this **Policy** where **You** do any of the following:

- a) make a misleading statement to **Us** when applying for insurance under this **Policy**;
- b) fail to tell **Us** anything **You** are required to when **You** apply for, change or renew this **Policy**;
- c) fail to comply with the conditions of this **Policy**;
- d) fail to pay the premium;
- e) fail to be fair and open in **Your** dealings with **Us**; or
- f) make a claim which is not true during the **Period of Insurance**, either under this **Policy** or some other policy with another insurance company.

We will notify **You** in writing if **We** cancel the **Policy**.

The Cost of the Policy

In exchange for **Us** providing **You** with cover under the **Policy**, **You** pay **Us** the premium. **Your** premium is calculated based on the risk of insuring **You** or **Your Farm**, as well as any taxes and government charges.

Your Schedule sets out the premium payable for this **Policy**, including any taxes and government charges (such as GST, stamp duty and the fire service levy).

We take a number of factors into account when calculating **Your Premium**, which are reflected in the questions **We** ask **You** at the time **You** apply for the **Policy**, including:

- a) which sections of the **Policy** **You** have cover under;
- b) the **Sum Insured** for each section;
- c) **Your** age, experience, previous insurance and claims history;
- d) if **You** elect to have a higher or lower excess where this option is available;
- e) if **You** elect to take out any optional benefits where they are available;
- f) for property covers, the cover **You** have selected, any applicable excess, the location type, construction, age, condition, use and **Sum Insured** of **Your Home Buildings** and **Home Contents**;
- g) for Section 3 – Motor Vehicles, the cover **You** have selected, the **Sum Insured**, the method of settlement, the make, model, year, condition, storage location, intended use, accessories and security features of the vehicle.

If **You** request an amendment to cover during the Period of Insurance, **You** will be informed of the cost (if any) of making the amendment.

Is an Excess payable

If **You** make a claim under the **Policy**, **You** may have to contribute some money toward the costs of the claim which is known as the “Excess”. **We** will inform you if you need to pay an Excess when **You** make a claim, but this is also set out in the terms and conditions of the **Policy**.

The General Insurance Code of Practice & Financial Complaints Scheme

General insurance code of practice

GLA is a signatory to the General Insurance Code of Practice (‘the Code’). The Code aims to raise standards of service between insurers and their customers. Ag Guard’s service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact **Us** or visit www.codeofpractice.com.au.

Financial claims scheme

In the event of the insolvency of GLA, **You** may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.



Privacy

Both GLA and Ag Guard are committed to the safe and careful use of **Your** personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles and the terms of the **Policy**.

Ag Guard and/or GLA collect **Your** personal information in order to assess **Your** application for insurance and, if **Your** application is accepted, to administer and manage the **Policy** and respond to any claim that **You** make. To do this, **Your** personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on **Our** and Ag Guard's behalf, such as assessors and facilitators, some of whom may be located in overseas countries including the United Kingdom and Germany.

Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing **Us** and Ag Guard with **Your** personal information, **You** consent to the disclosure of **Your** personal information (including sensitive information) to reinsurers, service providers and related entities in overseas countries to enable **Us** and Ag Guard to assess **Your** application, to administer and manage the **Policy** and to respond to any claim that **You** make.

If **You** choose not to provide **Your** personal information at any stage, **We** and/or Ag Guard may not be able to assess **Your** application or administer and manage the **Policy** and respond to any claim that **You** make.

Our and Ag Guard's privacy policies contain information on:

- how **You** may access personal information **We** hold;
- correction of **Your** personal information;
- how to make a complaint about the handling of **Your** personal information; and
- how complaints are handled.

If **You** require more information, **You** can access the GLA Privacy Policy and Privacy Statement at <https://www.munichre.com/gla/en/default/index.html> or Ag Guard's Privacy Policy at <http://www.agguard.com.au/Ag-Guard-Privacy-Policy.pdf> and Privacy Statement at <http://www.agguard.com.au/Ag-Guard-Privacy-Statement.pdf>

Privacy complaints

You can contact the Office of the Australian Information Commissioner (**OAIC**) if:

- a) **You** are not satisfied with **Our** final decision, and
- b) **Your** complaint relates to **Your** privacy or how we've handled **Your** personal information.

Resolving complaints & disputes

Any complaints about **Our** products or services are taken seriously by **Us** and Ag Guard and will be dealt with fairly and promptly.

If **You** have a complaint, please first try to resolve it by speaking to the relevant member of the Ag Guard staff. Ag Guard can assist by referring the matter to their Internal Dispute Resolution Officer:

Contact Ag Guard by:

Phone: 02 8052 3997
Fax: 02 8088 3879
Email: a.cohn@agguard.com.au
Post: Attention – Internal Dispute Resolution Officer
Ag Guard Pty Ltd
PO Box 164,
Milsons Point NSW 1565

If Ag Guard requires additional information, they will contact **You** to discuss. If **Your** complaint is not immediately resolved Ag Guard will respond within 15 business days of receipt of **Your** complaint or agree a reasonable alternative timetable with **You**.

If **You** are not satisfied with the resolution offered by Ag Guard's Internal Dispute Resolution Officer, **Your** complaint will be referred to the Dispute Resolution officer or their delegate at GLA.



You can also contact GLA by:

Email: disputes@gla.com.au
Post: Attention – Disputes Resolution Officer Great Lakes Australia
PO Box H35,
Australia Square
Sydney NSW 1215

If **We** are unable to resolve **Your** complaint within 45 days of the date **We** first received **Your** complaint or if **You** remain unsatisfied, **You** can/may be able to seek a free review by the Australian Financial Complaints Authority (AFCA). The AFCA is an independent national body, and if the dispute is within its jurisdiction, **We** agree to accept its decision.

You can visit their website www.afca.org.au or contact them:

GPO Box 3,
Melbourne, VIC, 3001
1800 931 678
info@afca.org.au

Disputes not covered by the AFCA Terms of Reference

You may wish to seek independent legal advice if **Your** dispute does not fall within the AFCA Terms of Reference, and **You** are not satisfied with **Our** decision.



PART B – POLICY SUMMARY

The Ag Guard Farm Pack policy offers a range of insurance covers. These are listed below. Not all covers are available on their own and some are dependent on **You** taking out another cover as well. For covers **You** have selected please refer to “What we cover” and “What we exclude” in the relevant policy section.

Cover Type	Summary of covers (see relevant Policy Section for details, relevant limits, and specific conditions and exclusions that apply)
Policy Section 1 – Home Property	<p>This Policy section provides You with cover for Your Home Property</p> <p>Choice of covers</p> <p>Home Buildings / Home Contents</p> <ul style="list-style-type: none"> a) Listed Events cover; or b) Accidental Damage cover. <p>For Portable Effects</p> <ul style="list-style-type: none"> a) Accidental Damage cover is available. <p>Methods of settlement</p> <p>For Home Buildings / Home Contents, based on what is specified in Your Schedule, We will either:</p> <ul style="list-style-type: none"> a) replace or pay the reasonable cost to repair Your Home Buildings / Home Contents; or b) pay You the Indemnity Value of Your Home Building. <p>For Portable Effects, We will either replace or pay the reasonable cost to repair Your Portable Effects.</p>
Policy Section 2 – Farm Property	<p>This Policy Section covers You for loss of or damage to Your Farm Property or Portable Business Effects.</p>
Policy Section 3 – Motor Vehicles	<p>This Policy Section covers You with cover for loss, damage or theft of motor vehicles and/or Your legal liability to third parties based on the cover type You select.</p> <ul style="list-style-type: none"> a) Comprehensive The cost to repair or replace Your motor vehicle as a result of accidental loss or damage, theft or malicious damage, including Your legal liability to third parties. b) Third Party Fire and Theft c) Fire and Theft d) Third party property damage
Policy Section 4 – Plant and Machinery Breakdown and Electronic Breakdown	<p>This Policy Section covers You for loss or damage caused by Breakdown to Plant and Machinery and Electronic Equipment which is insured.</p> <ul style="list-style-type: none"> a) You may select Blanket cover, Specified cover or a combination of both cover for Plant and Machinery. b) Blanket cover is not available for Electronic Equipment.
Policy Section 5 – Theft	<p>This Policy Section covers You for loss of or damage to Your Farm Goods and/or Livestock while in a Conveying Vehicle on land. You must provide tangible evidence of proof of loss. We will only provide Theft cover for items of Farm Property insured under Section 2 – Farm Property.</p>
Policy Section 6 – Land Transit	<p>This Policy Section covers You for loss of or damage to Your Farm Goods and/or Livestock while in a Conveying Vehicle on land caused by a Listed Event.</p>
Policy Section 7 – Public Liability and Products Liability	<p>This Policy Section covers Your legal liability to pay compensation for, Personal Injury and/or Property Damage and/or Your Products as a result of an Occurrence in connection with Your Farming Business.</p>



PART C – INFORMATION FOR SOME POLICYHOLDERS

This Part applies to **You** if **You** are insuring:

- (a) Home Property under Policy Section 1 – Home Property; or
- (b) Motor Vehicles – Private Use under Policy Section 3 – Motor Vehicles, and

You are:

- an individual; or
- a small business having:
 - in the case of a non-manufacturing business, less than 20 employees; or in the case of a manufacturing business, less than 100 employees.

You need to read this Part if it applies to **You**.

The amount You pay for Policy Section 1 or Policy Section 3

The premium is the amount **You** pay **Us** for this insurance and is specified in **Your Schedule**. The premium includes stamp duty, the Goods and Services Tax (GST), other government charges and any fire services levy (FSL) that applies. The amount of these taxes and charges will be specified in **Your Schedule**. The premium does not include any service or administration fee charged to **You** by **Your** insurance broker or **Us**.

How various factors may affect your premium for Policy Section 1

The following table is a guide to significant factors which impact generally on **Your** premium in relation to Policy Section 1 Home Building/Home Contents and Portable Effects.

Factor	Lowers Premium	Increases Premium
Insured amount	Lower Insured amount	Higher Insured amount
Claims experience	Low claims experience	High claims experience
Voluntary excess	Higher excess	Lower excess
Location	Low risk location	High risk location
Number of buildings	Fewer premises	More premises
Building materials	More fire-resistant materials	Less fire-resistant materials
Our expenses of doing business including payments We make to intermediaries	Low expenses	High expenses

How various factors may affect your premium for Policy Section 3

The following table is a guide to the significant factors which impact generally on **Your** premium in relation to Policy Section 3 Motor Vehicles.

Factor	Lowers premium	Increases premium
Type of cover	Legal liability only	Comprehensive or legal liability, fire and theft
Type of vehicle	Low risk vehicle	High risk vehicle
Market or agreed value	Market value	Agreed value
Vehicle accessories/ modifications	None specified	Accessories and modifications that increase the value and/or risk of insurance
Age of driver(s)	Over 25 years of age	Under 25 years of age
Vehicle use	Low risk use	High risk use
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Voluntary excess	Higher excess	Lower excess
Our expenses of doing business including payments We make to intermediaries	Low expenses	High expenses



Excess

An excess is **Your** contribution to the cost of a claim. If **You** make a claim, **You** may be required to pay one or more excesses. The description of those excesses and the circumstances in which they are applied are specified in the **Policy Wording** or in **Your Schedule**.

Policy Section 1 and Policy Section 2: Excesses

The amount of each excess is specified in **Your Schedule** or the relevant policy section. **We** take into consideration a number of factors when setting the amount of **Your** excess, such as:

- **Your** claims history; and
- any additional risk factors that are unusual or unique **Home Property** and **Farm Property**.

Policy Section 3: Excesses

There are a number of excesses which apply to **Policy Section 3**.

The amount of each excess (other than the Basic Excess) and the circumstances in which they apply is specified in Policy Section 3. The amount of the Basic Excess will be specified in **Your Schedule**. We take into consideration a number of factors when setting the amount of **Your** Basic Excess, such as:

- the make, model and type of vehicle being insured, including modifications made to the vehicle;
- any voluntary excess that **We** may allow **You** to choose;
- the age and driving experience of people who will be driving the vehicle;
- the insured amount of the vehicle;
- where and how the vehicle is used;
- the type of cover chosen;
- **Your** previous insurance and claims history

PART D – YOUR POLICY

SECTION 1 – HOME PROPERTY

Section 1 – Home Property provides for the following insurance options:

Part A – Home Buildings and Home Contents

Part A provides cover for loss or damage to **Your Home Buildings** and/or **Your Home Contents** at **Your Farm** resulting from **Accidental Damage** or **Listed Events**. **Your Schedule** will show whether **You** have cover for **Accidental Damage** or when **You** have cover for **Listed Events**.

Part B – Portable Effects

Part B provides cover for loss or damage to **Your Portable Effects** resulting from **Accidental Damage**. Part B cover is only available if **Your Schedule** shows **You** have **Home Contents** cover. Cover is subject to the limits, conditions and exclusions set out in the **Policy** and **Your Schedule**.

The following table summarises the cover type and basis of settlement for **Home Property**:

	Cover type		Basis of settlement	
	Listed Events	Accidental Damage	Indemnity Value	Reinstate / Replace
Part A				
Home Building	✓	✓	✓	✓
Home Contents	✓	✓	×	✓
Part B				
Portable Effects	×	✓	×	✓

Part A – Home Buildings and Home Contents

Home Buildings – What You are covered for

If **You** have **Home Buildings** cover, **You** will be covered for either:

- a) **Accidental Damage**; or
- b) **Listed Events**

for loss or damage to **Home Buildings** at **Your Farm** that are listed **Your Schedule**.

Home Contents – What You are covered for

If **You** have **Home Contents** cover, **You** will be covered for either:

- a) **Accidental Damage**; or
- b) **Listed Events**

for loss or damage to **Home Contents** listed on **Your Schedule** whilst contained in **Your Home Buildings** at **Your Farm**.

1. What is Accidental Damage?

Accidental Damage has the meaning set out in the 'Definitions applicable to the whole Policy'.

Note that **Your Schedule** will tell **You** whether **You** have **Accidental Damage** cover or **Listed Events** cover.

2. What is a Listed Event?

Note that **Your Schedule** will tell **You** whether **You** have **Accidental Damage** cover or **Listed Events** cover.

For the purpose of this Section, **Listed Events** are the **Occurrences** in the left column, but specifically do not include the **Occurrences** in the right column, in the table below:

Listed Events – insured against	Listed Events – not insured against
<p>Breakage of:</p> <p>a) any fixed glass, shower bases, wash basins, sinks, baths, lavatory pans or cisterns when they are permanently affixed to Your Home Building if this Policy covers Your Home Building;</p> <p>b) glass forming part of an item of furniture, or domestic telephone, if this Policy covers Your Home Contents</p>	<p>In relation to glass:</p> <p>a) glass or ceramic cooktops that contain in-built heating elements;</p> <p>b) glassware, crystal or ornaments;</p> <p>c) glass in television sets, radios, visual display units (VDUs) or any other computer or electrical equipment;</p> <p>d) glass in a picture frame or clock;</p> <p>e) glass forming part of a glass house, hot house or conservatory</p> <p>f) any property other than the broken glass (except for window tinting or shatter-proofing) or shower base, basin, sink, lavatory pan, cistern or telephone;</p> <p>g) any item that is chipped or scratched prior to the breakage;</p> <p>h) any item where the only damage is chipping or scratching, or the breakage does not extend through the entire thickness.</p>
<p>Bursting, leaking, discharging or overflowing of liquid from a fixed apparatus or system</p>	<p>Loss or damage which occurs as a result of Your failure to repair or prevent the burst, leak, discharge or overflow of liquid within a reasonable amount of time of discovering the Occurrence.</p> <p>The cost of repairing or replacing the defective item from which the liquid escaped.</p>
<p>Damage caused by animals or birds</p>	<p>Damage caused by or resulting from:</p> <p>a) rodents, vermin or insects at any stage of their life cycle;</p> <p>b) any animal kept at the Address;</p> <p>c) any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling:</p> <p>(i) any exterior of Your Home Building;</p> <p>(ii) Home Contents in the Open Air; or</p> <p>(iii) any part of the interior of Your Home Building that is not fully enclosed and secured prior to and at the time of damage.</p>
<p>Deliberate or intentional acts (other than vandalism or Theft) committed by someone other than You, Your Employees or someone acting with Your express or implied consent</p>	<p>Deliberate or intentional acts or omissions by You or anyone acting with Your express or implied consent.</p> <p>Deliberate or intentional acts of Your tenant or damage resulting from any act of vandalism or Theft.</p>
<p>Earthquake, Tsunami, volcanic eruption</p>	
<p>Erosion, subsidence, landslide or earth movement but only if resulting from directly from one the following specific Listed Events:</p> <p>a) Storm, Rainwater or Run-Off;</p> <p>b) Earthquake, Tsunami or volcanic eruption; or</p> <p>c) explosion.</p>	<p>Where erosion, subsidence, landslide or earth movement occurs later than after 72 hours of the specific Listed Events adjacent.</p>
<p>Fire, smoke or explosion</p>	<p>a) any damage that arises gradually out of repeated exposure to fire or smoke (for example from a fireplace);</p> <p>b) damage to any property as a result of it being deliberately exposed to a process necessarily involving the application of heat;</p> <p>c) loss or damage to any item caused by scorching, melting or charring without flames, unless You have selected Accidental Damage cover.</p>

Listed Events – insured against	Listed Events – not insured against
<p>Impact by:</p> <p>a) a falling tree or part of a tree;</p> <p>b) an animal;</p> <p>c) a Vehicle, aircraft, Drone or boat;</p> <p>d) space debris or debris from an aircraft, rocket or satellite or Drone;</p> <p>e) a mast, aerial, antenna or satellite dish or windmill that has broken or collapsed.</p>	<p>Loss or damage caused by:</p> <p>a) felling or lopping of trees at the Address:</p> <p>(i) by You;</p> <p>(ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;</p> <p>(iii) unless performed by a licenced professional;</p> <p>(iv) unless You have obtained appropriate authorisation where required, to fell or lop the trees;</p> <p>b) domestic animals owned by You, or Livestock impacting other Livestock or animals;</p> <p>We will not pay for loss or damage to:</p> <p>a) the mast, aerial, antenna or satellite dish or Drone itself; or</p> <p>b) a falling windmill <i>itself</i>.</p>
Lightning or thunderbolt	
Malicious damage	Damage caused by You , Your tenants, Your Employees , the invitees of You , or anyone acting with Your express or implied consent, or anyone who permanently or temporarily Lives with You .
Power surge to domestic appliances and equipment caused by an identifiable and verifiable source outside Your Home Building including the unexpected and accidental interference with a power transformer, resumption of power after a black out, a lightning strike, shorting of power lines.	Damage to domestic appliances more than 15 years old.
Riot, civil commotion, industrial or political disturbance	
Storm, Rainwater or Runoff	<p>Loss or damage:</p> <p>a) caused by:</p> <p>(i) Flood;</p> <p>(ii) Flood water combined with Run-off and/or Rainwater;</p> <p>(iii) action of the sea, high water, tidal wave or Storm Surge;</p> <p>(iv) shrinkage or expansion of earth or land;</p> <p>(v) hydrostatic pressure;</p> <p>(vi) water seeping, percolating or otherwise penetrating into the buildings as a result of:</p> <p>01. faulty workmanship in the construction of the buildings;</p> <p>02. faulty design of the buildings;</p> <p>03. structural defects; or</p> <p>04. Your failure to adequately maintain the buildings;</p> <p>(vii) water entering Your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs; or</p> <p>(viii) Rainwater, wind, hail or snow entering the buildings through an open door or window or any opening not made by the Storm, unless the loss or damage is caused by Run-off;</p>

Listed Events – insured against	Listed Events – not insured against
Storm, Rainwater or Runoff (Cont.)	<ul style="list-style-type: none"> b) to shade clothes, shade sails, material awnings, netting, or shade structures; c) to swimming pool and spa covers, their liners or solar domes; or d) to all types of hothouses or glasshouses.
Theft, burglary or housebreaking	<p>We will not pay for loss or damage caused by Theft, burglary or housebreaking:</p> <ul style="list-style-type: none"> a) by any person who is living at the Address or visiting the Address with the express or implied consent of You or any person who lives at the Address; b) Theft from any common areas of flats, units or townhouses; c) involving money, negotiable instruments, coins or bullion except where stolen from within Your Home Building and unless there is evidence that Your Home Building has been entered forcibly and violently and the maximum We will pay is \$1,000 during the Period of Insurance.

What we pay

Home Buildings claims

Reinstatement or replacement value of Your Home Buildings

Unless **Your Schedule** shows You are insured for “**Indemnity Value**” then **We** will settle **Your** claim under Part A of Section 1 on a reinstatement or replacement basis.

We will, at **Our** discretion:

- a) repair **Your Home Buildings**; or
- b) pay **You** the reasonable cost of replacement of **Your Home Buildings** to substantially the same condition as when it was new; or
- c) pay **You** up to the amount of the **Sum Insured**.

Where **We** pay **You** the reasonable cost of repair or rebuilding, this payment will be less any discount that would be available to **Us** were **We** to repair or rebuild.

Where **Your Home Building** is a **Total Loss**, **We** will pay no more than the reasonable cost of replacement of **Your Home Building** when new, even if **Your Sum Insured** is for a greater amount. When **We** pay a claim for a **Home Building** that is a **Total Loss**, **Your** cover for that **Home Building** comes to an end.

We will adjust **Your** claims payment in accordance with the GST provision under ‘General conditions’, ‘Taxation Considerations’.

Where it is not possible to use the original materials during the repair or rebuilding process, **We** will replace the materials with the nearest equivalent or similar materials available or pay the cost to replace the similar new materials available.

Where **Your Home Building** is heritage listed, **We** will repair or replace the physically damaged portions of **Your Home Building**. At our choice, **We** will do so using locally available tradespeople using the local commercially available equivalent building materials.

If **Your Home Building** is a **Total Loss** and **You** fail to commence rebuilding within six months of the damage occurring (or any other period as agreed in writing by **Us**) **You** will have to pay the increased cost caused by **Your** delay.

If **You** do not proceed to repair or rebuild **Your** damaged **Home Building**, **We** will pay **You**:

- a) the reasonable cost to repair or rebuild **Your Home Building** less an amount for depreciation on the age and condition of **Your Home Building**; or
- b) the land valuation and **Home Building** valuation of the specified **Address** immediately prior to the loss or damage, less the value of the land and the **Home Building** immediately after the loss or damage.

We will agree to the rebuilding of **Your Home Building** to be undertaken on another site at the specified **Address**.

For claims in respect of fences, freestanding walls or gates damaged or destroyed as a result of **Storm, Rainwater or Run-off**, **We** will adjust the claim settlement for depreciation based on age and condition:



- a) for wooden parts of any fence, freestanding wall or gate;
- b) where there is evidence of previous damage caused by wear and tear, rust, corrosion, termite, vermin, larvae or insect damage;
- c) for any other materials used in any fence, freestanding wall or a gate older than five years.

Indemnity value of your home buildings

If **You** have **Home Building** cover, and **Your Schedule** shows that **Indemnity Value** applies, at **Our** discretion **We** will either pay **You**:

- a) the **Indemnity Value** of the **Home Buildings**; or
- b) the cost to repair or replace the damaged part of the **Home Buildings** so that it is in the same condition it was in at the time the loss or damage occurred.

We will also pay the additional costs required to comply with any statutory authority or by-laws associated with repair or removal of the **Home Buildings** provided **You** were not required to comply with any of the by-laws prior to the loss or damage occurring.

We will not pay more than the **Sum Insured** shown in **Your Schedule** per item covered.

Home Contents claims

Reinstatement or replacement of Your Home Contents

If **You** have **Home Contents** cover, at **Our** discretion **We** will:

- a) repair or replace **Your Home Contents** which have been damaged; or
- b) pay **You** the reasonable cost of repair or replacement of **Your Home Contents**; or
- c) pay **You** up to the amount of the **Sum Insured**.

We will not pay to repair or replace property which has not been physically damaged. If **We** elect to pay **You** the reasonable cost of repair or replacement, this means **We** will pay **You** the retail price of the item as if it were new less any discount available to **Us** had **We** elected to repair or replace it.

If **Your Home Contents** are damaged beyond economic repair, **We** will pay **You** the reasonable cost of replacement of the damaged items less any discount available to **Us** if **We** were to repair it. **We** will not pay more than the total sum of the **Home Contents** covered.

When **We** agree to pay a claim for an antique item, and the **Market Value** of the item exceeds the cost of its replacement with a new item due to its antiquity and rarity, the **Market Value** will be treated as the cost to replace the lost or damaged antique item.

When it is not possible to repair or replace a damaged item with original materials or an original item, the nearest locally available equivalent to the original materials or item will be used.

Where any items which are lost or damaged, are a pair, set or collection, **We** will only pay the actual value of the item which is lost or damaged. **We** will not give any allowance for any reduction in value of the remaining part, set or collection.

For carpets and other floor coverings, curtains, internal blinds, and wall coverings **We** will only pay for those items in the room, hall or passage where the loss or damaged occurred.

We will adjust **Your** claims payment in accordance with the GST provision under 'General conditions', 'Taxation Considerations'.

In no case will **We** pay more than the **Sum(s) Insured** shown in **Your Schedule** (less any Excess/es which may be payable) unless a specific clause in this **Policy** provides otherwise.

Maximum amounts We will pay

Home Buildings

The maximum amount that **We** will pay may vary depending on whether **You** have **Accidental Damage** or **Listed Events** cover and will be subject to the **Sum Insured** and the **Limit of Liability** in **Your Schedule**.

Home Contents

The maximum limits **We** will pay based on the type of cover **You** have selected, are shown in the tables below.

We will pay up to the amount specified for each item. If an item could be classified under more than one of the limits the lower or lowest limit will apply.



Items	Listed Events	Accidental Damage
Items of gold, jewellery, furs or watches	\$10,000 per item and in total 25% of the Sum Insured for unspecified contents.	\$10,000 per item and in total 25% of the Sum Insured for unspecified contents.
Paintings, pictures, tapestries, rugs or other works of art	\$20,000 per item and in total 25% of the Sum Insured for unspecified contents.	\$25,000 per item and in total 25% of the Sum Insured for unspecified contents.
Equipment used by You for earning income other than for Your Farming Business (whilst they are at the Your Farm)	\$5,000 in total including a maximum of \$2,000 for business stock temporarily stored inside Your Home Building for a maximum period of 15 days.	\$10,000 in total including a maximum of \$2,000 for business stock temporarily stored inside Your Home Building for a maximum period of 15 days.
Collections	\$10,000 per collection and in total 25% of the Sum Insured for unspecified contents.	\$20,000 per collection and in total 25% of the Sum Insured for unspecified contents.
Motor Vehicle accessories	\$1,000 per item up to \$2,000 in total.	\$1,500 per item up to \$3,000 in total.
Computers (including portable computers), office or surgical equipment used by You or Your Family in Your or their own business in Your Home Building	\$10,000 in total.	\$15,000 in total.
Money, negotiable instruments, coins, or bullion	\$1,000 in total.	\$1,500 in total.
For Theft or damage to contents in the Open Air , We will not pay more than	\$10,000 per occurrence or \$20,000 in any one Period of Insurance .	\$15,000 per occurrence or \$30,000 in any one Period of Insurance .

Excess

Unless stated otherwise in **Your Schedule** the applicable excess to this Part A – Home Property Section is \$750.

Additional benefits (applying to Part A of section 1)

We will pay the following additional benefits under this Section as part of the **Sum Insured** for **Your Home Building** or **Home Contents** where **You** have suffered insured loss and damage during the **Period of Insurance**.

The maximum amount that **We** will pay under this section of the **Policy** is the limit referenced under each clause below, for any one **Occurrence** and in the aggregate per **Period of Insurance**.

1. **Additional costs of temporary accommodation – Home Building**

Where:

- the **Home Building** **You** live in is damaged to such an extent that **You** cannot live in it during the **Period of Insurance**; and
- You** temporarily take accommodation at another address,

We will pay for temporary accommodation for the period which **We** agree is reasonably necessary to make the **Home Building** liveable, or 12 months, whichever period of time is the lesser.

The amount **We** will pay will be based on the **Home Building's** rentable value at the time immediately prior to the damage occurred, taking into account the condition of **Your Building** at that time.

The maximum **We** will pay is \$30,000 for any one **Occurrence** and in the aggregate in any **Period of Insurance**. Payments under this additional benefit are in addition to the **Sum Insured** for the relevant **Home Building**.

But **We** will not pay costs of temporary accommodation if **You** have insured **Your Home Buildings** with **Us** and **We** have agreed to pay **Your** claim for rental costs under the benefit "Rental costs for temporary accommodation – Home Buildings".



2. **Building materials – Home Buildings**

We will pay up to \$2,000 for the loss and damage to loose building materials which are not fixed to a **Home Building**. Cover only applies to building materials intended to be used for repairs, alterations or additions to **Home Buildings** at the **Address**.

We do not cover any gas or electrical appliances (unless they are in a locked and fully enclosed building where those items are not visible from the outside of the building), soil, sand, gravel, bark or mulch or any similar materials.

3. **Home Contents temporarily removed from the Address**

For Listed Events	
Covered	Not covered
Your contents in a bank or safe deposit, while You or Your Family are residing in any dwelling (or residential flat, boarding house, boarding school, hotel, nursing home or hospital) anywhere in Australia.	when the period of such residence exceeds 90 consecutive days.
Your contents when they are being carried by You or Your Family anywhere in Australia	<ul style="list-style-type: none"> a) Home Contents in the open (including non-lockable structures) away from the Address, or in a Vehicle, caravan, tent, watercraft or aircraft; b) property used in connection with a profession, trade or business; or c) Theft.
Unspecified Home Contents that You temporarily entrust to someone else for personal use at their Address	<ul style="list-style-type: none"> a) when the period for which contents have been so entrusted exceeds 60 consecutive days; or b) cash, negotiables, contents for which We impose a sub-limit under the 'Maximum amounts We will pay' under Part A of this section (above); c) portable electronic equipment (such as portable computers or mobile phones).
We pay up to 20% of the Sum Insured under unspecified contents shown in Your Schedule	amounts that exceed any sub-limits that apply as set out in the table under 'maximum amounts We will pay' for Home Contents (above).
Home Contents are not covered for loss or damage if You have permanently removed them from Your Home Building , other than:	
<ul style="list-style-type: none"> a) contents used by a student who is dependent on You for financial support, whilst contained in a school, college, tertiary education campus or a dwelling that is supervised by an educational institute; or b) as provided under the Additional Benefit – Change of Address. 	

For Accidental Damage

Covered	Not covered
<p>We cover Your contents anywhere:</p> <ul style="list-style-type: none"> a) in Australia or New Zealand while You have temporarily removed them from the Address; and b) in the rest of the world while You have temporarily removed them from the Address. <p>The maximum We will pay for items of:</p> <ul style="list-style-type: none"> a) jewellery, gold or silver articles, furs watches; b) collections of any kind; or c) mobile phones, portable electronic equipment (including such things as portable computers, PDAs, hearing aids); <p>while they are temporarily removed from Your Address, is \$10,000 per item, and \$20,000 in total, unless You have specified them and they appear in Your Schedule under "Portable Effects".</p> <p>Other items temporarily removed from the Address are subject to the limits described under 'maximum amounts We will pay'.</p>	<p>Home Contents removed from Your Farm for longer than 90 consecutive days in any one Period of Insurance.</p> <ul style="list-style-type: none"> a) The following Home Contents: <ul style="list-style-type: none"> (i) aircraft, aerial devices, Drones or hang-gliders in transit during a permanent removal from the Address; (ii) any other contents connected with a profession, trade or business; (iii) Motor Vehicles, Motor Cycles, caravans and trailers and their spare parts and accessories; (iv) contents permanently removed from the Home Building, other than: <ul style="list-style-type: none"> 01. as provided in the Additional benefit – 'Change of Address'; or 02. contents used by a student who is dependent on You for financial support, whilst contained in a school, college, tertiary education campus or a dwelling that is supervised by an educational institution, or b) the following items while they are contained in or attached to a tent, Vehicle, watercraft, aircraft or in the open (includes non-lockable structures and non-lockable parts of structures not at the Address): <ul style="list-style-type: none"> (i) canoes, kayaks, surfboards, surf skis and sailboards or other watercraft; (ii) ride on golf buggies and ride on mowers; (iii) Drones.

4. **Change of Address – Home Contents**

If **You** are permanently moving to a new address in Australia, **We** will cover **Your Home Contents** during the **Period of Insurance** under the standard terms and conditions of this **Policy** while they are contained in the **Home Buildings** at **Your Farm Address** and in the **Home Buildings** at **Your** new address, for up to 30 days from the date **You** begin to move **Your Contents**. The maximum **We** will pay at each address is the proportion of the **Sum Insured** that the value of contents at each address bears to the total value of contents at both addresses.

Cover will not be available if **You** fail to notify **Us** of the details of the new address within 30 days after **You** have moved to **Your** new address.

5. **Civil commotion – Home Buildings**

We will pay up to a maximum of \$15,000 for damage to **Your Home Buildings** arising out of the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising.

6. **Compensation for death – Home Buildings and Home Contents**

If during the **Period of Insurance**, **You** suffer:

- a) A fatal injury; or
- b) Paraplegia or quadriplegia,

as a direct result of visible bodily injury incurred at **Your Address** caused by burglars, housebreakers or by fire, **We** will, in addition to the **Sum Insured**, pay \$20,000 to **You**, or in case of **Your** death, to **Your** estate, if **Your** death, paraplegia or quadriplegia occurs within 90 days of the injury.

We will only pay this benefit once during any one **Period of Insurance**. No Excess will apply to this benefit.



7. Contents in a safe deposit box – Home Contents

We will cover **Your Home Contents** when they are kept in a safe deposit box at a bank for loss or damage due to an event covered by this **Policy**.

We will not pay more than \$2,000 for any one item, pair, **Set** or collection consisting of jewellery, watches or items containing gold and/or silver. **We** will pay up to a total amount of:

- a) \$1,000 in total for money, cheques and other negotiable instruments; or
- b) 20% of **Your Home Contents Sum Insured** for all other **Home Contents**.

We will not cover loss or damage caused by **Theft**. **We** will not pay for any loss or damage to title deeds under this benefit.

8. Credit cards – Home Contents

If **Your** debit, credit card or other financial transaction card is lost or stolen, and **You** suffer financial loss as a consequence of unauthorised use thereof, **We** will pay up to:

- a) \$5,000, if **You** have **Listed Events** cover;
- b) \$7,000, if **You** have **Accidental Damage** cover;

We will not pay if **You** have not complied with the card issuer's requirements, or the un-authorised user of the card is someone living at the **Address** of the **Home Building**. **We** will only pay **Your** claim if **Your** loss cannot be recovered from any other source.

9. Contents in transit to Your new residence – Home Contents

We cover **Your** contents if they are damaged when in a **Vehicle** being used to convey **Your** contents in Australia. The damage must occur directly as a result of:

- a) **Theft** involving the use of violent force from the conveying **Vehicle**
- b) fire collision and/or overturning of the conveying **Vehicle**;

while **Your** contents are in transit by road to:

- a) **Your** new **Home Buildings**; or
- b) a storage facility at which **Your** contents or some of **Your** contents will be temporarily located pending conveyance to **Your Home Building**, within Australia.

We do not cover **Your** contents:

- a) for removal to any residence other than one intended to be occupied by **You** as **Your** principal residence;
- b) for damage to china, glass, earthenware or any other items of a brittle nature; or
- c) for damage caused by scratching, denting, bruising or chipping.

10. Continuation of cover (sale of farm) – Home Buildings

If this section indemnifies **Your Home Buildings** and/or **Home Contents** and **You** have entered a contract to sell **Your Farm**, this **Policy** indemnifies the purchaser from the time:

- a) they become liable for any damage to **Your Home Buildings** or **Home Contents** until the contract is settled or terminated; or
- b) until the purchaser has insurance cover for the **Home Building**;

whichever happens first.

11. Demand surge – Home Buildings

If **We** agree that the cost to repair or replace **Your Home Building** is greater than **Your Home Building's Sum Insured**, and **We** agree that the increased cost of repairing damage to **Your Home Building** was caused solely and directly by a **Catastrophic Event**, then **We** will at our option pay up to 20% more than **Your Home Building Sum Insured** to:

- a) repair **Your Home Building**;
- b) replace **Your Home Building** to a condition substantially the same as, but not better than when new; or
- c) or pay the reasonable cost of its repair or replacement to a condition substantially the same as when new.

12. Denial of access – Home Buildings

If **Your Home Building** cannot be lived in because a government authority prohibits **You** from using it, **We** will pay the additional reasonable cost of similar alternative accommodation for a period of up to 60 days. However, **We** will not cover denial of access due to the cancellation of a lease or any other agreement.



13. Emergency storage of Contents – Home Contents

If **Your Home Building** is damaged by an event covered by this **Policy** to such an extent it cannot be lived in by **You**, **We** will pay the reasonable costs to move and store **Your Home Contents** in a storage facility agreed by Us while the **Home Buildings** are being repaired or replaced for a maximum period of 12 months.

The maximum payment for this benefit will be limited to the balance of any **Sum Insured** remaining after payment of **Your** claim for loss or damage to **Your Home Contents**.

We will also cover **Your Home Contents** while they are in storage.

We will not pay this benefit if **Your Home Contents** are stored:

- a) in open plan storage premises, including furniture repositories, warehouses, factories, or other industrial premises; or
- b) in shipping containers.

14. Environmental Benefits – Home Buildings (Accidental Damage only)

If a **Home Building** insured for **Accidental Damage** has been totally destroyed by an event not excluded by this **Policy** and **We** have agreed to rebuild **Your Home Building**:

- a) **We** will pay up to a maximum amount of \$3,500 of the cost to **You**, after deduction of any rebate **You** are eligible for under any government or council rebate scheme, to install any combination of a rain water tank facility, **Domestic Solar Panel**, hot water heat exchange system and/or grey water recycling system.

For the purposes of this **Policy** a rainwater tank facility includes a rainwater tank, water pump and wiring, foundation or tank stand, pipes connecting the roof to the tank, and any reasonable installation costs.

A hot water heat exchange system includes a heat exchange system, electrical wiring, foundation or tank stand, water pipes and any reasonable installation costs.

A greywater recycling system includes the recycling system, distribution pipes, connectors, outlet housings and installation costs.

15. Fusion or burn out of electric motors – Home Buildings and Home Contents

We will pay the reasonable costs up to \$3,500 to rewind or replace a household electrical motor (including sealed or semi-sealed refrigeration units) which has been damaged by an electrical current.

We will not pay for:

- a) any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, cover devices, or electrical contacts at which sparking or arcing occurs in ordinary working;
- b) the cost of removing or reinstalling:
 - (i) underground or submersible pump motors above 1.86 kW (2.5 hp),
 - (ii) multi-stage and bore hole pumps;
- c) the cost of repair or replacement of rectifiers and transformers;
- d) motors under any warranty or manufacturer’s guarantee; or
- e) motors more than 12 years old from date of purchase when new.

16. Indexation of Sum(s) Insured – Home Buildings and Home Contents

If **You** make a claim during the **Period of Insurance**, the **Sum(s) Insured** for **Home Buildings** and/or **Home Contents** will be adjusted to keep pace with inflation and rising costs from the effective date of the current **Period of Insurance**.

There will be no additional **Premium** or rebate during the **Period of Insurance**.

17. Landscaping – Home Buildings

We will cover the cost of replacing fixed trees, plants and shrubs which have been damaged by an event covered by this **Policy** during the **Period of Insurance**.

We will not pay for:

- a) loss or damage caused by **Storm, Rainwater** or **Runoff**; and
- b) Theft of trees, plants and shrubs which were not planted in the ground.

The maximum amount **We** will pay up to, in any one **Period of Insurance**, are:

Listed Events	Accidental Damage
\$5,000	\$10,000



18. Legal defence costs – Home Building and Home Contents

We will pay or reimburse **You** for reasonable legal fees, costs and expenses which **You** incur in defending legal proceedings initiated against **You** by a third party but only where the proceedings are commenced in Australia during the **Period of Insurance**.

The maximum **We** will pay is \$50,000 for any one claim or series of claims arising from the same cause or event.

We will not cover proceedings for claims:

- a) for or relating to defamation or slander;
- b) for or relating to dishonesty, misconduct or intentional violence;
- c) for or relating to fines, penalties or punitive damages;
- d) for or relating to divorce, separation, child visitation or custody, maintenance, property disputes;
- e) by Family members including spouse, ex-spouse, partner, or ex-partner;
- f) relating to facts or occurrences, occurring prior to the commencement of the **Policy** which **You** knew or ought to have known at the time of commencement of this **Policy**, would, or might give rise to a claim;
- g) under or relating to any workers' compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third-party cover; or
- h) initiated, threatened or commenced prior to the commencement of this **Policy** which could have been made under this Section if **You** had insured **Your Home Buildings** (if **You** own it) or **Your Home Contents**.

19. Modifications to Your Home Building

We will cover the cost of modifying **Your Home Building** on confirmation by a registered medical practitioner of **Your** permanent paraplegia or quadriplegia subject to:

- a) **Your** permanent paraplegia or quadriplegia is a direct result of loss or damage to **Your Home Buildings** by an event covered by this **Policy**; and
- b) **You** occupy the relevant **Home Building** as **Your** principal place of residence.

The maximum amount **We** will pay for the cost of modifying **Your Home Building** in relation to **Your** permanent paraplegia or quadriplegia incident regardless of the number of **Home Buildings** or **Home Contents** policies held with **Us** will be as follows:

For Listed Events cover	For Accidental Damage cover
\$20,000	\$25,000

This benefit covering costs of modifying your **Home Building** is in addition to the **Sum Insured**.

20. Legal costs (mortgage discharge) – Home Buildings

Where **Your Home Buildings** have been totally destroyed by an event covered under this **Policy** for which **We** have agreed to provide cover, **We** will pay the reasonable legal costs incurred for the discharge and replacement of **Your** mortgage(s) including legal fees and statutory government charges up to \$5,000 discharge **Your** mortgage.

21. New title deeds, replacement of documents – Home Contents

If **Your Home Contents** are listed on **Your Schedule**, **We** will pay up to \$3,500 for the reasonable costs to replace title deeds, birth certificates, a marriage certificate, passports, driver's licences and proof of age card where they have been directly damaged as the result of an event for which **We** have agreed to provide cover under this **Policy**.

22. Perishable food – Home Contents

If **Your Home Contents** are listed on **Your Schedule**, **We** will pay up to \$2,500 for spoilage of frozen food or legally prescribed pharmaceutical drugs that require refrigeration in domestic refrigerators or freezers located in the relevant **Home Building** caused by:

- a) the power authority switching off the electricity supply as a safety precaution
- b) the operation of a safety device following its detection of electric current leakage;
- c) failure of the electricity supply to **Your Home Building**, and
- d) breakdown of the refrigerator or freezer.

If **You** have selected **Accidental Damage** cover for **Your** contents, **We** will also pay up to \$2,000 under this additional benefit for the accidental disconnection or switching off of the power supply to the refrigerator or freezer.

We will not pay for spoilage caused by:

- a) the power authority switching off the electricity supply, for any purpose other than as a safety precaution;
- b) **You** or anyone that **Lives with You**, switching off or disconnecting the electricity supply, unless it is accidental, and **You** have selected **Accidental Damage** cover;



- c) strikes or industrial action; and
- d) **Flood.**

23. Power Surge – Home Contents

We will cover **You** against loss or damage caused by power surge to domestic appliances or domestic equipment directly caused by an identifiable and verifiable source outside **Your Home Building** including an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal or a lightning strike, but not for loss or damage:

- a) from a power surge originating at the **Address**; or
- b) to domestic appliances more than 15 years from the date of purchase when new.

24. Professional fees – Home Building

If **We** have agreed to settle a claim for damage to a **Home Building**, **We** will pay the reasonable professional fees which **We** have approved that are directly or indirectly related to repair or replacement of **Your Home Building**.

25. Property belonging to visitors – Home Contents

We will also cover contents, belonging to any visitors temporarily living with **You** at **Your Farm** for up to 30 consecutive days, up to a maximum of \$5,000 per **Period of Insurance**, provided **Your Home Contents Sum Insured** is not exhausted.

We will not cover these items if they are insured under a policy taken out by someone other than **You** or **Your Family**.

The additional benefit amount is included in, not in addition to, the **Sum Insured**.

26. Replacement of locks and keys – Home Buildings and Home Contents

a) **Accidental Damage** cover

If **You** have **Accidental Damage** cover, **We** will pay up to \$3,000 to replace or alter locks and/or keys if locks to **Your Home Building** are damaged, or keys to **Your Home Building** are lost, damaged or stolen from anywhere in Australia.

b) **Listed Events** cover

If **You** have **Listed Events** cover, **We** will pay up to \$2,000 to replace or alter locks and/or keys if locks to **Your Home Building** are damaged, or keys to **Your Home Building** are stolen by someone breaking into **Your Home Building** following violent and forcible entry.

27. Removal of Debris, professional fees and extra costs – Home Buildings or Home Contents

We will pay the reasonable and necessary costs of:

- a) demolishing and removing and disposing of any building debris from **Your Farm**; and
- b) architects, surveyors, engineers and legal fees,

where **Your Home Building** or **Your Home Contents** that **We** have agreed to cover, have been destroyed by an event covered under this **Policy**.

In addition, **We** will pay up to a maximum of \$7,500 for the costs of removing and disposing of trees and tree stumps as a result of a **Storm** during the **Period of Insurance**. **We** will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- a) **We** agree that the remaining tree or branch is unsafe and became unsafe as a direct result of the **Storm** event insured under this **Policy** causing damage to the tree; and
- b) the damaged trees are located within the tended garden, tended yard or tended grassed area of a **Home Building** insured under this **Policy**; and

We will remove a stump that formed part of the tree that caused the insured damage only if:

- a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations; and
- b) not removing the stump would interfere with repairing or replacing the damaged part of **Your Home Building** required to settle **Your** claim.

Any payment **We** make under this benefit will be in addition to any amount **We** pay for **Home Buildings** or **Home Contents** but the maximum amount **We** will pay:

- a) when **Your Home Contents** have been destroyed or damaged is the lesser of \$50,000 or 10% of the **Sum Insured** on **Your Home Contents** plus the balance of any **Sum Insured** remaining after payment of **Your** claim for damage to **Home Contents**;



- b) when **Your Home Buildings** have been destroyed or damaged is the lesser of \$100,000 or 10% of the **Sum Insured on Your Home Building** plus the balance of any **Sum Insured** remaining after payment of **Your** claim for damage to **Home Buildings**.

28. Rental Costs for temporary accommodation – Home Buildings

We will pay the rental costs for **You** or **Your** tenant who cannot live in **Your Home Building** as a result of an event insured under this **Policy**. **We** will pay the rental costs for:

- a) the length of time which **We** agree is necessary to reinstate **Your Home Building**; or
- b) up to a maximum period of 12 months, whichever period of time is the lesser.

If **You** currently reside in the **Home Building**, the amount **We** will pay will be based on the **Home Building's** rentable value at the time immediately prior to the damage occurred, taking into account the condition of **Your Home Building** at that time.

The maximum amount **We** will pay **You** is 15% of the **Sum Insured** on the **Home Building**.

29. Reinstatement of Sum Insured (Partial Losses) – Home Buildings

Where the payment of a claim under this **Policy** reduces the **Sum Insured**, **We** will automatically reinstate the **Sum Insured** from the date of the loss or damage.

We will not reinstate the **Sum Insured** nor refund any **Premium** where the claim is for a **Total Loss of Your Home Building** and **Your** unspecified **Home Contents**.

30. Students' property in boarding school dormitory or university/college residential hall – Home Contents

If **Your** children are boarders at an educational institution and sustain loss or damage to their personal contents whilst located at the educational institution's residential dormitory or residential hall, **We** will pay up to \$10,000 per child for each **Occurrence**, with an aggregate limit of \$20,000.

Cover will not be available for:

- a) loss of money, cheques and other negotiable instruments; or
- b) loss or damage caused by **Theft**, unless **You** have supplied evidence of forcible and violent entry to the boarding school dormitory, residential hall or university college.

31. Tax Audit – Home Buildings and Home Contents

We will pay up to \$2,000 for accountant's fees following an audit of **Your** personal financial affairs by the Federal Commissioner of Taxation. **You** must advise **Us** of any such audit prior to the fees being incurred.

We will not pay claims for:

- a) any audit that relates to criminal activity;
- b) fees for work performed outside the statutory time limits allowed by the Federal Commissioner of Taxation;
- c) any fines, penalties or adjustments of taxation; or
- d) any general audit that relates to **Your Farming Business** or any other business.
- e) fees incurred as a result of any fraudulent act or omission or any statement made by **You** or on **Your** behalf to a taxation officer which:
 - (i) is false or misleading; and
 - (ii) can be attributed to deliberate evasion or recklessness leading to a tax shortfall penalty or imposition of additional tax exceeding 25%;
- f) audit conducted in relation to any facts or circumstances of which **You** were aware, or ought to have been aware, prior to the commencement of this **Policy** which were likely to lead to **You** making a claim under this section;
- g) fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit; or
- h) any fees in relation to any Self-Managed Superannuation Fund ('SMS') audits.

Part B – Portable effects

Part B cover is only available if **You** have taken out cover under Part A – **Home Buildings** and **Home Contents**.

What we cover

If **You** have selected and paid for the optional cover for **Portable Effects**, **We** cover **You** and **Your Family** for loss of or damage to **Unspecified** or **Specified Portable Effects** anywhere in Australia or New Zealand and anywhere else in the world, up to the amount shown in **Your Schedule** for that particular type of **Portable Effect**:



- a) for up to 60 days in any one **Period of Insurance**, if **You** have **Listed Events** cover; or
- b) for up to 90 days in any one **Period of Insurance**, if **You** have **Accidental Damage** cover.

Unspecified portable effects

The **Unspecified Portable Effects** option is only selectable if **You** selected **Listed Events** under Part A – Home and Contents.

Unspecified Portable Effects are automatically insured by the Additional Benefit “Contents temporarily removed from the **Address – Home Contents**” if **You** have selected **Accidental Damage** cover for **Home Contents** under Part A.

You can select **Unspecified Portable Effects** without having to specify individual items, but **You** need to nominate a total **Sum Insured** to cover all **Unspecified Portable Effects**. **Your Schedule** will indicate if **You** have chosen **Unspecified Portable Effects** as well as the total **Sum Insured** for **Unspecified Portable Effects**.

Specified portable effects

If **You** select **Specified Portable Effects** cover, then **You** must specify each item **You** wish to cover and provide valuations and/or receipts for each item, unless **We** tell **You** that a valuation and/or receipt is not required. **Your Schedule** will indicate if **You** have chosen **Specified Portable Effects** cover.

If **You** have selected **Listed Events** and require cover for valuables while they are temporarily removed from the **Address**, and those valuables are not covered under Additional benefit “Cover for contents away from the **Address**”, then **You** must specify each item for which **You** require cover as a **Specified Portable Effect**.

If **You** have **Accidental Damage** cover, the Additional benefit “Contents temporarily removed from the **Address – Home Contents**”, automatically indemnifies:

- a) jewellery, gold or silver articles, furs, watches;
- b) collections of any kind; and
- c) mobile cellular telephones, portable electronic equipment (including portable computers, PDAs, hearing aids);

while they are temporarily removed from the **Address**, up to \$10,000 per item and a total of \$20,000.

In addition, other portable items that have sub-limits listed in the tables within ‘maximum amounts **We** will pay’ are automatically insured up to their sub-limits under Additional benefit “cover for contents away from the **Address**”, while they are temporarily removed from the **Address**.

If **You** wish to cover any of these items while they are temporarily removed from the **Address** for amounts greater than the limits provided under Additional benefit “Cover for contents away from the **Address**”, then **You** need to select and pay for this **Specified Portable Effects** option.

What we will not pay for under Part A – Home Buildings and Home Contents

General exclusions which apply to all sections of this **Policy** appear in the section headed ‘General exclusions’. All exclusions applying to **Listed Events** apply equally to **Accidental Damage**. In addition to this, the following exclusions will also apply to **Accidental Damage**.

We will not pay for loss or damage:

- a) caused by a deliberate, intentional, malicious or criminal act by:
 - (i) **You**, **Your** domestic helpers or **Your** tenants,
 - (ii) the invitees of **You**, **Your** domestic helpers or **Your** tenants, or
 - (iii) Any person who is acting with **Your** express or implied consent;
- b) resulting from or caused by:
 - (i) the lawful seizure, confiscation, nationalization or requisition of property insured, or destruction of or damage to property by any government or public or local authority;
 - (ii) wear, tear, rust, corrosion, depreciation or gradual deterioration;
 - (iii) fungus, mildew, mould, algae, atmospheric or climatic conditions (other than **Storm**);
 - (iv) defective work or materials, faulty workmanship or error in design. However, **We** will pay for resultant loss or damage that is caused directly by an event covered under this **Policy** if **You** did not know about, or could not reasonably have known about, the defect, faulty design or faulty workmanship at the time of the loss;
 - (v) settling, shrinkage or expansion in buildings, foundations, walls or pavements;
 - (vi) the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;
 - (vii) mechanical, electrical or electronic breakdown with the exception of fusion to electric motors as described under the Additional benefit “Fusion of electric motors”, or power surge;
 - (viii) any consequential loss other than that specifically provided by this **Policy**;



- (ix) any process of cleaning involving the use of chemicals, unless **You** have **Accidental Damage** cover and the chemicals used are domestic in nature;
 - (x) rodents, vermin, or insects (at any stage of their life cycle);
 - (xi) any gnawing, biting, chewing, pecking, clawing, scratching or in any way soiling or polluting:
 - i. **Your** contents outside **Your Home Buildings**; or
 - i. any exterior part of **Your Home Buildings**; or
 - ii. any part of the interior of **Your Home Building** that is not fully enclosed and secured prior to and at the time of the damage; or
 - iii. any part of the interior of **Your Home Buildings** if **You** or the occupier has permitted an animal to enter **Your Home Buildings**;
 - (xii) the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cook-top causes damage to the cook-top);
 - (xiii) tree roots (however, this exclusion applies only to damage caused directly by tree roots. For example, if tree roots damage and block a pipe, **We** will pay for the resultant damage to **Your Home Building** caused by water overflowing in **Your Home Building**, but **We** will not pay for the damage to the pipe);
 - (xiv) **Flood**;
 - (xv) the action of the sea, high water, or tidal wave;
 - (xvi) water seeping through a wall or floor;
 - (xvii) water entering **Your Home Building** through an opening made for the purpose of alterations, additions, renovations or repair;
 - (xviii) any animal kept by **You** or **Your Family** or **Your** tenant, **Your** tenant's Family or **Your** tenant's visitors.
- c) to:
- (i) sporting equipment (including hang gliders) while in use or play;
 - (ii) bicycles while they are being used for any competition or contest including racing, pace-making time trial or hill climb;
 - (iii) the tyres of bicycles whilst being ridden;
 - (iv) damage to the appearance of the bicycle caused whilst the bicycle is being ridden such as scratching, denting, chipping or defacing. This does not include damage that materially affects the performance of the bicycle;
 - (v) items being used under water;
 - (vi) items for sale on consignment;
 - (vii) electronic data unless the loss or damage is caused by a **Listed Event**. For the purposes of this exclusion, electronic data means any facts, concepts or information converted to a form usable for communication, display, distribution, processing by electronic or electromechanical data processing, or electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment. For example: **You** are not insured for any damage to any information on **Your** computer including any computer program caused by a virus, trojan horse, worm, back door, trap door, logic bomb, bacteria, rabbit programs or any computer hacking; or
 - (viii) land.
- d) arising from or connected with the destruction, death, injury, illness, liability, cost or expense of associated with an animal whether directly or indirectly caused by, resulting from, arising out of or in connection with any contagious or communicable animal disease.

What we will not pay for under Part B

- a) cash, negotiables or financial transaction cards;
- b) unset precious or semi-precious stones;
- c) items being cleaned, repaired, restored, or on exhibition away from the **Address**;
- d) **Vehicles** (including **Motor Cycles** and motor scooters), aircraft, aerial devices, watercraft or anything associated with these items;
- e) property used in connection with a profession, trade or business, or otherwise for reward; and
- f) bicycles, unless **You** have insured them as specified valuables. Bicycles are not covered under unspecified valuables.

How we will pay your claim under Section 1 – Part B (Portable Effects)

At our discretion **We** will:

- a) repair or replace the **Portable Effects** to the same condition as when new; or
- b) pay **You** the reasonable costs of repairing or replacing the **Portable Effects** to the same condition as when they were new; or



- c) pay up to the **Sum Insured** shown in **Your Schedule**.

For Unspecified Portable Effects

We will pay up to the total **Sum Insured** for **Unspecified Portable Effects**. However, for each **Unspecified Portable Effects** item, We will not pay more than 25% of the **Sum Insured** for **Unspecified Portable Effects** shown in **Your Schedule**.

For Specified Portable Effects

We will pay up to the **Sum Insured** shown in **Your Schedule** against each specific item.

If We choose to pay to replace a **Specified Portable Effects** item, We will pay no more than the amount that it would cost Us to replace the item with an item substantially the same as, but not better than when new, even if You have specified the **Portable Effects** item for a higher amount, whether or not You have supplied a valuation.

If We agree to pay a claim where home movies or home videos or any similar recorded material is destroyed, We will pay for the replacement with similar new, blank recordable item.

If We agree to pay a claim where software is lost, damaged or destroyed, We will pay the cost to replace it with the nearest equivalent new software. We will not pay for any software that was acquired by You illegally or at no cost.

If a replacement item that is not commercially available in Australia, at our option, We will replace the item with the nearest equivalent or similar new item available in Australia or overseas or pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

If any item lost or damaged is part of a pair or set, We pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

If We agree to pay a claim where legally acquired software is lost, damaged or destroyed, We will pay the cost to You when acquired as new to replace it with the nearest equivalent new software.

What is not covered under Section 1 – Part B

General exclusions which apply to all sections of this **Policy** appear in the section headed 'General Exclusions'.

The following additional exclusions apply to Section 1 – Part B of the **Policy**:

- a) We will not pay for loss or damage to:
 - (i) bicycles, unless You have insured them as **Specified Portable Effects**;
 - (ii) items being cleaned, repaired, restored, or on exhibition away from the **Address of Your Home Buildings**;
 - (iii) cash, negotiables or financial transaction cards, unset precious or semi-precious stones;
 - (iv) **Vehicles** (including **Motor Cycles** and motor scooters), aircraft, aerial devices, watercraft or anything associated with these items;
 - (v) property used in connection with a profession, trade or business, or otherwise for reward;
- b) Under the **Accidental Damage** cover type We will not pay for:
 - (i) loss or damage which results if You fail to take reasonable steps after discovery of liquid bursting, leaking, discharging or overflowing from a fixed domestic appliance or system;
 - (ii) loss or damage caused by Your tenants, or any person that normally resides with them, unless it is covered by **Listed Events** cover;
 - (iii) the cost of repairing or replacing any defective item that causes the escape of liquid from a fixed domestic appliance;
 - (iv) power surge, except as covered by the **Listed Event** 'Power Surge';
 - (v) landslide, erosion, subsidence or earth movement, subsidence except where it is covered by **Listed Event** 'Erosion, subsidence, landslide or earth movement';
 - (vi) more than \$5,000 for **Theft** of items in the **Open Air** per **Occurrence**;
 - (vii) or loss of money unless stolen from **Your Home Building**;
 - (viii) loss or damage caused by:
 - i. **Storm, Rainwater** or **Run-Off** to:
 - a. shade cloth, material awnings, shade sails;
 - b. netting, shade structures, all types of hothouses or glasshouses; or
 - c. swimming pool and spa covers and linings.
- c) **Theft** by You or:
 - (i) **Theft** by anyone visiting with the consent You or anyone living at the **Address**;
 - (ii) **Theft** from any common areas of residential flats, home units or townhouses.

Specific conditions (applying to Section 1)

1. Occupancy

If **Your Home Building(s)** is **Unoccupied** for more than 90 consecutive days out of any period of 120 days (regardless of Policy commencement), **You** must tell **Us** and obtain our written agreement for your cover to continue.

If **You** do not do so, cover for **Home Building** and **Home Contents** cover is limited to lightning, thunderbolt, riot and civil commotion, **Tsunami**, earthquake and damage directly caused by impact by a motor **Vehicle**, waterborne craft, space debris, aircraft, rocket, satellite or branch for the period in excess of 90 consecutive days during which **Your Home Building** has been left **Unoccupied**.

However, **We** do not cover **You** against any subsequent resultant damage such as rainwater entering any opening made by impact or looting subsequent to a riot.

The period of 90 consecutive days is calculated from the date when **Your Home Building** was last occupied regardless of the commencement or renewal date of this Policy.

2. Burglary

If **We** have agreed to cover **Your Home Contents** only if burglary protection devices are installed, then this will be shown in **Your Schedule**.

If any of these devices are removed, altered, or left inoperative while **You** are absent from the **Address**, without our prior consent, **We** may have the right to decline, or reduce a claim to which this action contributes.

Please refer to **Your Schedule** for details.

Excess

For each **Occurrence** which gives rise to a claim, **You** must pay the highest applicable **Excess** shown in either the **Policy** wording or **Your Schedule** in relation to that **Occurrence**.

Where a sub-limit is applicable, the **Excess** will be applied to the claim prior to applying the sub-limit. Where one **Occurrence** gives rise to a claim under more than one subsection of Section 1 – **Home Building**, only one amount is payable being the largest single **Excess** applicable in relation to that **Occurrence**.

If there is a claim for loss or damage under this section and Section 2 – Farm property arising from the same **Occurrence**, **You** need only pay the higher of the two or more excesses applicable to those sections.

Unless stated otherwise in **Your Schedule** the applicable **Excess** for Part B in this **Home Property Section** is \$750.

If **You** are paid for one **Occurrence** and also receive an additional benefit under any section, only one **Excess** is payable.

Part C – Personal Legal Liability

What we cover

Your Home Building

If **Your Home Building** is covered, **We** will cover **You** and any member of **Your Family** against any claim for compensation or expenses which **You** or any member of **Your Family** are legally liable to pay for the:

- a) death of or bodily injury to any person; or
- b) loss of or damage to property;

resulting from an **Occurrence** during the **Period of Insurance**, arising out of the ownership or occupancy of **Your Home Building**.

Your Home Contents

If **Your Home Contents** are covered, **We** will cover **You** and any member of **Your Family** against any claim for compensation or expenses which **You** or any member of **Your Family** are legally liable to pay for the:

- a) death of or bodily injury to any person;
- b) loss of or damage to property;

resulting from an **Occurrence** during the **Period of Insurance** other than relating to the ownership or occupancy of **Your Home Building** which takes place anywhere in the world when **You** are temporarily outside Australia, provided **You** normally reside in Australia.



What We will pay

- a) The maximum limit **We** will pay for any one **Occurrence** is \$20,000,000 in the aggregate;
- b) The maximum **We** will pay under all policies which have been issued to you for the same liability is \$20,000,000 in the aggregate;
- c) We will pay legal costs for which **We** have provided our prior written consent, in addition to the aggregate maximum Limit.

Additional benefits (applying to Part C of Section 1)

1. *Liability continues following a Total Loss*

If **Your Home Building** is a **Total Loss** as a result of an **Occurrence** covered by this insurance, **We** will continue to provide **You** with liability cover in relation to the **Address** that **Your Home Building** formerly **Occupied** up until six months from the date of the damage that caused the **Total Loss** or until the earliest of:

- a) the commencement of the construction of the **Home Building** at the **Address**;
- b) the commencement of the construction of the **Home Building** at another **Address**;
- c) the sale of the property at the **Address**; or
- d) the purchase of another insurance policy providing liability cover for the **Address**.

2. *Motor vehicle liability*

We will cover **You** and any member of **Your Family** for their legal liability to pay any claims for compensation or expenses for:

- a) the death of or bodily injury to any person;
- b) the loss of or damage to property;

arising from the ownership, custody, or use of:

- a) any motorcycle which is not required to be registered by law and which has an engine capacity of less than 125 cc;
- b) any motor **Vehicle** which is not required to be registered by law (except motorcycles with an engine capacity exceeding 125 cc, all-terrain vehicles, quad bikes or similar motorcycles);
- c) any trailer for domestic use which is not attached to any motor **Vehicle**;

resulting from an **Occurrence** during the **Period of Insurance**.

We will also cover **You** or any member of **Your Family** against claims for:

- a) death or bodily injury caused by **You** or **Your Family** whilst being passengers in a registered **Vehicle**;
- b) death or bodily injury caused by any registered **Vehicle** if the **Occurrence** causing the death or bodily injury takes place at the **Address** of the **Home Building**;

during the **Period of Insurance**.

However, cover is not available to **You** or any member of **Your Family** under **Additional Benefit 2 – Motor Vehicle** liability where **You** are:

- a) insured by any compulsory accident compensation scheme or statutory insurance but for the failure to register the **Vehicle** or to apply for cover under the accident compensation scheme or comply with any term or condition of such accident compensation scheme;
- b) covered by any other insurance policy which covers the **Vehicle** (except where this exclusion contravenes Section 45 Insurance Contracts Act, 1984 (Cth)) by any other policy of insurance.

3. *Sporting club or social club committee member*

We will cover **You** and any member of **Your Family** for their legal liability to pay compensation or expenses for an alleged or actual act or omission arising out of the position as committee member of a sporting club or social club and which is committed during the **Period of Insurance**.

Cover is not available if **You** or **Your Family** members receive remuneration for such committee work which exceeds \$2,500 per annum.

The maximum **We** will pay is \$15,000 for any one **Period of Insurance**.

What We will not provide cover for (Part C – Personal Liability)

- a) **We** will not cover **Your** legal liability if **You** are entitled to claim under workers' compensation legislation, statutory accident compensation scheme or any industrial awards.

- b) **We will not cover:**
- (i) liability which arises from an **Occurrence** arising out of any business, trade or profession, or liability which is (or could be) partly or fully covered under Section 7 – Public & Products Liability section for **Your Farming Business**.
 - (ii) fines, penalties, aggravated, multiple, punitive or exemplary damages;
 - (iii) liability caused by or arising directly or indirectly, out of or in connection with the actual or alleged use or presence of asbestos;
- c) **We will not cover legal liability directly or indirectly arising out of or in any way connected with or from:**
- (i) any horse-riding activities, horse training or horse events;
 - (ii) death of or bodily injury to **You** or to any **Resident of Your Home Building**;
 - (iii) the death of or bodily injury to anyone employed by **You**;
 - (iv) the damage to property belonging to **You** or any **Resident of Your Home Building**;
 - (v) any agreement, unless liability would have attached to **You** or **Your Family** if that agreement did not exist, or, unless the agreement is a lease agreement for **Your** residential tenancy that complies with the relevant Residential Tenancies Act or similar;
 - (vi) the conduct of any activity carried out by **You** or **Your Family** for reward except for letting **Your Home Building** for domestic purposes or **Babysitting**;
 - (vii) the death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by **You** or **Your Family**. This exclusion will not operate if the intention of the action was to prevent, reduce loss, damage or injury to property or persons;
 - (viii) the ownership, custody or use of any aerial device or aircraft (including hang gliders, but excluding **Model Aircraft** or toy kites), or **Aircraft Landing Area**;
 - (ix) the ownership, custody or use of any boat exceeding four metres in length (except canoes, surfboards, surf skis or sailboards) or motorised watercraft in excess of fifteen horsepower;
 - (x) the construction or demolition of **Your Home Building** or any other building at **Your Address** where the work exceeds \$100,000 in value;
 - (xi) the vibration or the weakening of, removal of or interference with support to land, buildings or other property;
 - (xii) the ownership of land, buildings or structures other than at the **Address of Your Home Building** covered by this **Policy**. If **You** own the **Home Building** listed on **Your Schedule** but elected to only cover **Your Home Contents**, cover is not available for any legal liability arising from the ownership of any **Home Building**, or any other land, buildings or other structures;
 - (xiii) the loss, damage or injury intentionally caused by **You** or any member of **Your Family** or a person acting with **Your** consent or the consent of any member of **Your Family**. This exclusion does not apply where the relevant action was reasonable, and it was intended to prevent or reduce loss, damage or injury to property or persons;
 - (xiv) the destruction of or damage to property by any government, local or public authority.
 - (xv) the lawful confiscation, requisition or nationalisation of covered property;
 - (xvi) the use of or ownership of any motor **Vehicle** other than under the cover provided by the Additional benefit 2. Motor Vehicle liability;
 - (xvii) any escape of pollutants;
 - (xviii) any knowingly illegal, dishonest, fraudulent, willful, malicious act or act done with reckless disregard by **You, Your Family** or a person acting with the consent of **You** or **Your Family**.

Excess

Unless stated otherwise in **Your Schedule** the applicable excess to Part C – Personal Legal Liability is \$750 for all claims for **Property Damage**.

Specific Definitions in Section 1

There are some words in this section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Address	means the address of the Home Building in which You lived for the majority of the year as shown in Your Schedule .
Babysitting	means babysitting on a casual basis and excludes babysitting where any licence or other permission is required in order to legally conduct the babysitting, or is a business, or the income derived from babysitting is the primary source of the household's income.



Word(s)	Meaning
Bodily Injury	means physical bodily harm including sickness or disease, and any resultant required care, loss of services, loss of consortium or death.
Catastrophic Event	means a suddenly occurring, major, natural disaster that is insured by this Policy , where the resultant damage to property in the vicinity of Your Home Building is so extensive and widespread that the resultant surge in demand for the materials and labour required to repair buildings causes a surge in the prices of building repairs.
Contents in Open Air	means Home Contents located in the Open Air .
Cost to Us	means the retail price of the item as if it were new at the time of the loss or damage less any discount available to Us .
Domestic Solar Panel	means: <ul style="list-style-type: none"> a) a set of electrically connected solar photovoltaic modules including a solar hot water panel, used primarily for domestic purposes, which are roof mounted on to Your Home Building and connected to a direct current power inverter; b) .with a maximum input voltage of 400 Volts Direct Current (VDC), and/or output power rating of 5000 watts, and/or output voltage of 240 Volts Alternating Current O/AC.
Drone	means a remotely piloted aircraft as defined in the Civil Aviation Legislation Amendment (Part 101) Regulation 2016 (Cth) (or successor).
Home Building	<p>means the fully enclosed private dwelling, residential flat, home or townhouse unit primarily used as Your place of residence at the Address shown in Your Schedule including the immediately adjacent tended, fenced, yarded or garden areas used solely for domestic purposes.</p> <p>Home Building includes, but is not limited to:</p> <ul style="list-style-type: none"> a) permanent domestic structural improvements belonging to You (including in-ground swimming pools, spas, saunas, courts used for sporting activities, outbuildings, pontoons and jetties which have no commercial activities undertaken from them) at the Address; b) floor coverings which are not carpets or rugs; c) fixed services of garden irrigation (including water tanks and water pumps), gas, water, drainage, sewerage, electricity, telephones and radio receiving equipment (including pipes, cables, ducts, wires, meters and switches) that are Yours, or for which You are responsible to repair or replace, and which are connected to Your Home Building and primarily used for domestic purposes; d) curtains, carpets, drapes and internal blinds (but only if the home is leased, or is vacant and is intended to be leased, by You to a person or organisation not named in Your Schedule); e) fixed ceiling coverings, fixed wall coverings (which are not curtains, drapes or internal blinds), fixed light fittings, and awnings; f) landscaping, paved pathways and paved driveways, tennis courts, retaining walls, saunas, fixed artificial grass, fences and gates attached to or immediately surrounding the Home Building; g) Domestic Solar Panels, masts, aerials, antennas, satellite dishes, and fixed clothes lines. <p>Home Building does not include:</p> <ul style="list-style-type: none"> a) any property covered as part of Home Contents; b) anything that would otherwise fall under Section 2 definitions – Farm Property; c) caravans, trailers or mobile homes; d) curtains, internal blinds, carpets (whether fixed or not), unless You regularly lease out Your Home Building on an unfurnished basis; e) Unpaved paths or driveways constructed of earth or gravel, or any other unpaved surfaces, bridges or causeways; f) any building used for any business other than a dwelling used principally as a place of residence that also contains an office or surgery;

Word(s)	Meaning
Home Building (Cont.)	<ul style="list-style-type: none"> g) a building in the course of construction, demolition or a vacant building pending demolition; h) a temporary building or structure; i) a motel, nursing home or boarding house; j) buildings of flats or caravan (whether fixed to the Address or not), unless this is expressly endorsed on Your Schedule; k) grass, lawns, trees, shrubs and any other plant life including, or soil, sand, gravel, bark or mulch; l) any stables, hay sheds and farm tanks and services attached to these buildings, other boundary and internal fencing of Your Farm.
Home Contents	<p>means goods and property owned or used by You or Your Family or for which You or Your Family are responsible to protect from loss or damage.</p> <p>Home Contents includes, but is not limited to:</p> <ul style="list-style-type: none"> a) household goods of all description (including carpets whether fixed or not, curtains and internal blinds), and money; b) articles of special value which You have listed in Your Schedule under ‘specified contents’; c) the following equipment where registration or statutory bodily injury cover is not required: <ul style="list-style-type: none"> (i) golf buggies and motorised wheelchairs; (ii) Motor Cycles with an engine capacity of up to 125cc (We will only pay for loss or damage to these caused by fire or Theft, burglary or housebreaking), (iii) any garden equipment including ride on mowers; d) surfboards, canoes, kayaks, surf-skis or sailboards; e) watercraft and watercraft motor up to no larger than 4 metres in length and 10 horsepower respectively, whilst at Your Farm; f) if You are a tenant, the landlord’s fixtures and fittings installed by You for Your own use. <p>Home Contents does not include:</p> <ul style="list-style-type: none"> a) any property covered as part of the Home Building; b) any caravan, trailer or mobile home; c) watercraft other than those listed under ‘Home Contents includes’ above; d) motorised Vehicles other than those listed under ‘Home Contents includes’ above; e) any aerial device such as aircraft, balloons and gliders (including accessories and spare parts whilst contained in, on or attached to the aerial device), except for hang gliders, kites, Model Aircraft and battery powered Drones used for recreational purposes; f) accessories or spare parts, keys or remote locking or alarm devices of motor Vehicles (including Motor Cycles and motor scooters whether they are capable of being registered or not), caravans, trailers, aircraft or watercraft while they are in or on the motor Vehicle, caravan, trailer, aircraft or watercraft; g) fish, birds or animals of any description; h) any property: <ul style="list-style-type: none"> i) illegally in Your possession; j) stored in a dangerous and illegal way; or k) any equipment connected with growing or creating any illegal substance; l) commercial or retail trade stock other than business stock temporarily stored inside Your Home Building; m) landscaping, trees, plants or including grass or lawns, or soil, bark or mulch, except for plants contained in pots, baskets or similar containers; and n) any watercraft motor over 10 hp.
Listed Event	<p>means the events listed in Section 1. Home – Listed Events which We will cover You against, subject to the Policy conditions and exclusions.</p>

Word(s)	Meaning
Model Aircraft	<p>means a small sized, unmanned aircraft replica flown solely for toy, hobby, leisure, sporting or recreational purposes.</p> <p>Model Aircraft does not include:</p> <ol style="list-style-type: none"> any aircraft that has a wingspan that exceeds 160 centimetres, a total weight (including attachments) exceeding two kilograms, is used illegally or in breach of any Civil Aviation Safety Authority (“CASA”) or other laws, regulations or safety requirements of any club, council or local authority; balloon or kite; any aircraft used in breach of any CASA regulations or any other regulations or Council safety laws.
Occupied	<p>means Your Home Buildings are comfortably habitable and You, Your Family or someone with Your consent has resided in Your Home Building overnight.</p> <p>We will regard Your Home Building as occupied if it:</p> <ol style="list-style-type: none"> is connected to the electricity supply and has hot and cold running water; and contains a functioning refrigerator, at least one bed/mattress, a dining table, chair and some additional furniture.
Open Air	<p>means anywhere at Your Farm other than:</p> <ol style="list-style-type: none"> inside a lockable structure; or inside, or on, any motor Vehicle or caravan which is located in a secure and locked structure. <p>For the avoidance of doubt, a motor vehicle or caravan located in an enclosed, locked structure is not in the Open Air.</p>
Pair or Set	<p>means a group of similar or related items that are valued more together, or as a pair, than individually.</p>
Personal Injury	<p>means bodily injury, shock, mental anguish or mental injury, including death.</p> <p>Personal Injury does not include pregnancy, childbirth, the publication or utterance of a libel or slander, any defamation of character nor invasion or breach of privacy.</p>
Portable Effects	<p>means items of personal property which are designed to be worn or carried by a person including:</p> <ol style="list-style-type: none"> luggage, mobile phones, portable computers, hearing aids, contact lenses, and prescription glasses and sunglasses; jewellery, gold or silver objects, watches; sporting equipment, camping equipment, back packs, sleeping bags; photographic/video equipment, musical equipment, battery operated sound equipment; binoculars, clothing, wheel chairs, crutches, walking sticks, prams/strollers.
Resident	<p>means someone who normally resides with You and who intends to use Your Home Building as their primary residence for 60 days or more out of any 90 consecutive days.</p>
Secured	<p>means there is no open window or door that allows any person(s) or animal(s) to enter Your Home Building.</p>
Specified Contents	<p>mean items of distinct value that You have individually listed as specified items and that are listed in Your Schedule under specified contents.</p>
Specified Portable Effects	<p>means Portable Effects that are individually specified in Your Schedule, under Specified Portable Effects, along with their respective values.</p>
Unspecified Portable Effects	<p>mean Portable Effects that are not individually specified in Your Schedule.</p>

SECTION 2 – FARM PROPERTY

Section 2 – Farm Property provides the following cover options:

Part A – Farm Property

This part provides cover for loss or damage to **Your Farm Property** resulting from **Accidental Damage** or **Listed Events**. **Your Schedule** will show whether **You** have cover for **Accidental Damage** or when **You** have cover for **Listed Events**.

Part B – Portable Business Effects

This part provides cover for loss or damage to **Your Portable Business Effects** resulting from **Accidental Damage**.

Cover is subject to the limits, conditions and exclusions set out in the **Policy** and **Your Schedule**. Unless shown otherwise on **Your Schedule**, the following table summarises the cover type and basis of settlement for **Farm Property**. A tick in two adjacent columns means that either option could apply to cover type and basis of settlement respectively.

	Cover type		Basis of settlement	
	Per Farm		Indemnity Value	Reinstate / Replace
	Listed Events	Accidental Damage		
Farm Property:				
Livestock	✓	×	✓	×
Solar Panels	✓	×	✓	×
Trellis Equipment	✓	×	✓	×
Greenhouse	✓	×	✓	×
Fabric Shelter	✓	×	✓	×
Fencing	✓	×	×	✓
Hay	✓	✓	✓	×
Farm Produce	✓	×	✓	×
Farm Building	✓	✓	✓	✓
Farm Contents	✓	✓	✓	✓
Farm Infrastructure + Improvements	✓	✓	✓	✓
Farm Machinery: (specified cover):				
Self-Propelled Farm Machinery	✓	×	✓	×
Plant & Equipment	✓	✓**	✓	×
Windmills, Pumps, Irrigation Equipment	✓	✓**	✓	×
Unspecified Covers:				
Unspecified Farm Buildings	✓	✓	✓	×
Unspecified Farm Infrastructure and Improvements	✓	✓	✓	×
Unspecified Plant & Equipment	✓	×	✓	×
Unspecified Windmills, Pumps, Irrigation Equipment	✓	×	✓	×
Unspecified Self-Propelled Farm Machinery	✓	×	✓	×

** Limited cover – see exclusions for Accidental Damage for more information

Part A – Farm Property

1. Farm Property – what You are covered for

If **You** have **Farm Property** cover, **You** will be covered for either:

- a) **Accidental Damage**; or
- b) **Listed Events**.

Your Schedule will show whether **You** have cover for **Accidental Damage** or **Listed Events**.



2. What is Farm Property?

The types of Farm Property that are covered under this section of the **Policy** are:

- a) Farm Buildings;
- b) Farm Contents;
- c) Farm Infrastructure and Improvements;
- d) Hay;
- e) Farm Produce;
- f) Fencing;
- g) Self-Propelled Farm Machinery;
- h) Plant and Equipment;
- i) Windmills, Pumps and Irrigation Equipment; and
- j) Livestock.

3. What is Accidental Damage?

Accidental Damage has the meaning set out in the 'Definitions applicable to the whole **Policy**'.

4. What is a Listed Event?

For the purpose of this Section, **Listed Events** are the occurrences in the left column but specifically do not include the occurrences in the right column:

Listed Events – covered against	Listed Events – not covered against
<p>Bursting, leaking, discharging or overflowing of liquid from a fixed apparatus or system. We will also pay for:</p> <ul style="list-style-type: none"> a) the cost of locating the burst or leak, or the cause of the discharge or overflow, including any damage resulting from doing so, provided the liquid has caused damage or loss which is insured. b) the cost of locating the burst or leak, or the cause of the discharge or overflow, including any damage resulting from doing so, provided the liquid has caused damage or loss which is insured. 	<p>Loss or damage which occurs as a result of Your failure to repair or prevent the burst, leak, discharge or overflow of liquid within a reasonable amount of time of discovering the occurrence.</p> <p>The cost of repairing or replacing the defective item from which the liquid escaped.</p>
<p>Deliberate or intentional acts (other than vandalism or Theft) committed by someone other than You, Your Employees or someone acting with Your express or implied consent</p>	<p>Deliberate or intentional acts omissions by You or anyone acting with Your express or implied consent.</p> <p>Deliberate or intentional acts of Your tenant or damage resulting from any act of vandalism or Theft.</p>
<p>Earthquake, Tsunami, subterranean fire or volcanic eruption</p>	
<p>Fire or smoke</p>	<p>Loss or damage by fire caused by the Farm Property's own spontaneous combustion, fermentation or by heating or process of heating except in respect of Hay or Farm Produce.</p>
<p>Lightning or thunderbolt</p>	
<p>Explosion</p> <p>We will pay for loss or damage caused by an explosion.</p>	<p>We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.</p>

Listed Events – covered against	Listed Events – not covered against
<p>Impact by:</p> <p>a) a falling tree or part of a tree;</p> <p>b) an animal;</p> <p>c) a Vehicle, aircraft, drone or boat;</p> <p>d) space debris or debris from an aircraft, rocket or satellite or drone;</p> <p>e) a falling windmill, mast, aerial, antenna or satellite dish that has broken or collapsed.</p>	<p>We will not pay for loss or damage caused by:</p> <p>a) felling or lopping of trees at the Address:</p> <p>(i) by You;</p> <p>(ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;</p> <p>(iii) unless performed by a licenced professional;</p> <p>(iv) unless You have obtained appropriate authorisation where required, to fell or lop the trees;</p> <p>b) domestic animals owned by You, or Livestock impacting other Livestock or animals.</p> <p>We will not pay for loss or damage to:</p> <p>a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i>;</p> <p>b) a falling windmill <i>itself</i>.</p>
<p>Malicious damage</p>	<p>Damage caused by You, Your tenants, Your Employees, the invitees of You, or anyone acting with Your express or implied consent, or anyone who permanently or temporarily Lives with You.</p>
<p>Landslide or subsidence</p> <p>If You have Farm Buildings cover shown in Your Schedule, We will cover loss or damage to Your Farm Building caused directly by landslide, mudslide, earth movement or subsidence if the damage occurs within 72 hours of and as a direct result of one of the following specific Listed Events:</p> <p>a) Storm, Rainwater or Run-off;</p> <p>b) Earthquake or Tsunami; or</p> <p>c) explosion.</p>	<p>Damage to Your Farm Building caused directly by landslide, mudslide, earth movement or subsidence that occurs longer than 72 hours after</p> <p>a) Storm, Rainwater or Run-off;</p> <p>b) Earthquake or Tsunami; or</p> <p>c) explosion.</p>
<p>Riot, civil commotion, industrial or political disturbance</p> <p>We will cover loss or damage caused by :</p> <p>a) strikers or locked out workers;</p> <p>b) persons taking part in riots, civil commotions or labour disturbances; and</p> <p>c) any unlawful authority in connection with (a) and (b).</p>	

Listed Events – covered against	Listed Events – not covered against
Storm, Rainwater or Runoff	<p>Damage caused by or arising out of:</p> <ul style="list-style-type: none"> a) Flood; b) Flood water combined with Run-off and/or Rainwater; c) steam or condensation; d) water seeping or percolating from outside the premises; e) water entering the Farm Property as a result of structural defects, faulty design of the Farm Property, faulty workmanship; f) any action of the sea, high Water or tidal wave; or g) Storm Surge. <p>Damage to:</p> <ul style="list-style-type: none"> a) Self-Propelled Farm Machinery or Livestock unless they are contained within a Farm Building and the damage is caused directly by water entering the building through an opening created by a storm; b) Hay or Farm Produce unless it is contained in an Enclosed Building or a Sealed Silage Structure and the damage is caused directly by water entering through an opening created by a storm; c) Fabric Shelters or netting, gates, Fencing, retaining walls, textile awnings, blinds or signs, Greenhouses, wind turbines; d) pumping or irrigation equipment in the open air unless they are fully assembled for use in irrigation and designed to function without the protection of walls or a roof; e) overhead irrigation systems (including centre pivot irrigation system) unless wind stays are used to stabilize the equipment when not in use; f) Plant and Equipment not described above, in the open air unless it is designed to function without the protection of walls or a roof; g) Farm Buildings in the course of construction or reconstruction or to their Farm Contents unless the Farm Building is fully enclosed with all outside doors and windows permanently in place; h) Farm Contents in the open air unless specified otherwise in Your Schedule; i) Farm Property located in a watercourse; or j) growing crops or plants. <p>An Excess of \$1,500 applies to loss or damage caused by Storm or Water to Solar Panels.</p>

5. Choice of covers: Livestock, Hay, Fencing, Farm Buildings, Farm Contents and Farm Infrastructure

5.1 Livestock

Whether **You** are insuring **Livestock** at one **Farm** or multiple **Farms** under this **Policy**, **You** have a choice of cover. Each option has different premium rates, and the suitability of either approach depends on **Your** requirements and circumstances. **Your** choice may be influenced by whether **Your Livestock** numbers are constant (e.g. if **You** only fatten Livestock) or whether they fluctuate during the year (e.g. from **Livestock** progeny if **You** have a breeding herd).

- a) **Option 1 – With Coinsurance.**
This option attracts the lowest premium rate. **You** must insure all animals at **Your Farm** by age, gender and species for their full value. Coinsurance applies to this option.
- b) **Option 2 – Without coinsurance.**
This option allows you to take one blanket cover for **Livestock** at **Your Farm** or multiple **Farms**. This option attracts a higher premium rate but is a simpler approach if **Your Livestock** numbers change during the year



(for example if You are a **Livestock** breeder and herd progeny increases total **Livestock** numbers seasonally).
No coinsurance applies to this cover type.

Your Schedule will show which cover **You** have selected.

5.2 Hay

If **You** are insuring more than one **Farm** under this **Policy** **You** have a choice when insuring **Hay**. **You** can cover **Hay** for each **Farm** separately, or **You** can take one blanket cover to cover **Hay** at multiple **Farms**. **Your Schedule** will show which cover **You** have selected:

- a) **Hay** at this **Farm**: Under this option the **Sum Insured** **You** have nominated for **Hay** applies only at the **Farm** **You** have specified;
- b) **Hay** at multiple **Farms**: Under this option the **Sum Insured** **You** have nominated applies across multiple **Farms** as shown on **Your Schedule**.

5.3 Fencing

You have a choice between cover for Fencing 'per km' or 'first loss' **Fencing** cover. **Your Schedule** will show which cover **You** have selected:

- a) **Fencing** per km: Under this option **You** can cover all the **Fencing** at the **Farm** for a **Sum Insured** per km that **You** nominate;
- b) **First Loss Fencing**: Under this option the **Sum Insured** **You** have nominated applies across multiple **Farms** which are shown on **Your Schedule**.

The maximum **We** will pay under each option is the **Sum Insured** shown in **Your Schedule**.

5.4 Farm Buildings, Farm Contents, Farm Infrastructure and Improvements

You have a choice of **Listed Events** or **Accidental Damage** cover types. **Your Schedule** will show which **You** have selected. The maximum amount **We** will pay for each cover type is the **Sum Insured** shown in **Your Schedule**.

How We will Pay Your claim under Section 2 – Part A (Farm Property)

Your claim will be settled in one of two ways:

- a) reinstatement or replacement value; or
- b) **Indemnity Value**.

Your Schedule will show which settlement basis applies.

Regardless of the settlement basis, **We** will also pay the additional costs required to comply with any statutory authority or by-laws associated with repair or removal of **Farm Property**, provided **You** were not required to comply with any of the by-laws prior to the loss or damage occurring. **We** will not pay more than the **Sum Insured** shown in **Your Schedule** per item insured.

Farm Buildings, Farm Contents or Farm Infrastructure and Improvements claims

Reinstatement and replacement value

For **Farm Buildings**, **Farm Contents** or **Farm Infrastructure and Improvements**, if **Your Schedule** shows that reinstatement or replacement cover applies, **We** will at Our discretion pay **You**:

- a) the cost of repairing, rebuilding or replacing any damaged part(s) to the same condition as when they were new; or
- b) an amount up to the **Sum Insured** specified.

Farm Buildings may be rebuilt at another location provided **We** agree in writing and **You** pay any additional costs to build or erect elsewhere.

You must commence to rebuild, replace or repair within six months of the damage. If **You** do not, **We** will pay **Your** claim in accordance with the **Indemnity Value** method of settlement, unless **We** have agreed in writing to extend the period.

Indemnity Value

For **Farm Buildings**, **Farm Contents** or **Farm Infrastructure and Improvements**, if **Your Schedule** shows that **Indemnity Value** cover applies, **We** will at Our discretion pay **You** either:



- a) the **Indemnity Value** of the **Farm Buildings, Farm Contents or Farm Infrastructure and Improvements**; or
- b) the cost of rebuilding, replacing or repairing any damaged part of the **Farm Buildings, Farm Contents or Farm Infrastructure and Improvements** to the same or substantially the same condition it was in at the time the loss or damage occurred,

up to, but not exceeding, the amount shown in **Your Schedule** in respect of the particular **Farm Buildings, Farm Contents or Farm Infrastructure and Improvements** that has been lost or damaged.

Unspecified covers

Accidental Damage and Listed Events

Where **You** have selected unspecified cover, for both **Listed Events** and **Accidental Damage** covers **We** will settle **Your** claim in accordance with **Your Schedule** as follows:

- a) **“Unspecified Farm Buildings”** – up to a maximum of \$10,000 any one item;
- b) **“Unspecified Farm Infrastructure and Improvements”** – up to a maximum of \$5,000 any one item;

We will cover **You** at **Your Farm** for any of the **Unspecified** covers listed in **Your Schedule** from the list of covers in (a) and (b) above and which is shown in **Your Schedule**, for the lesser of **Market Value** or the limit indicated for any one item.

We will settle **Your** claims based on the type of cover **You** have chosen. The maximum **We** will pay during any one **Period of Insurance** for each type of unspecified cover is the amount shown in **Your Schedule**.

Listed Events

- a) **“Unspecified Self-Propelled Farm Machinery”** – up to a maximum of \$5,000 any one item;
- b) **“Unspecified Plant and Equipment”** – up to a maximum of \$5,000 any one item;
- c) **“Unspecified Windmills, Pumps and Irrigation Equipment”** – up to a maximum of \$5,000 any one item.

We will cover **Your Unspecified Farm Machinery** at **Your Farm** for loss or damage caused by a **Listed Event**, for the lesser of **Market Value** or the limit indicated for any one item. The maximum **We** will pay during any one **Period of Insurance** is the amount shown in **Your Schedule**.

Livestock, Hay or Farm Produce

Where **Your** claim is for **Hay or Farm Produce**, **We** will at **Our** discretion:

- a) pay **You** the amount calculated by multiplying the quantity of **Hay or Farm Produce** lost or damaged by the **Market Value** at the time of loss or damage; or
- b) pay **You** an amount up to the **Sum Insured** specified for **Hay or Farm Produce**.

Where **Your** claim is for **Livestock**:

- a) If the **Schedule** records **Your** cover as Option 1 – With Coinsurance, **We** will pay the **Market Value Of Livestock** up to the **Sum Insured**. If the **Sum Insured** is less than 85% of the total **Market Value Of Livestock** at all **Your Farm(s)**, the amount paid per animal will be reduced by the proportion that the declared **Sum Insured** on **Your Schedule** bears to the total **Market Value Of Livestock** at all **Your Farm(s)**.
- b) If the **Schedule** records **Your** cover as Option 2 – Without Coinsurance, **We** will pay **You** the **Market Value Of Livestock** up to the **Sum Insured**.

Claim Examples Table: for Option 1 and Option 2	Example: Option 1 – With Coinsurance	Example: Option 2 – Without Coinsurance
Sum Insured	\$300,000	\$300,000
Market Value of Livestock at all Your Farm(s)	\$411,000	\$411,000 *
Market Value of Livestock at all Your Farm(s) lost or damaged	\$20,500	\$20,500
Claim payable subject to applicable excess	\$14,963.50 (\$20,500 x \$300,000/\$411,000)**	\$20,500

* This value used purely illustration purposes. Under Option 2 the actual value is irrelevant for claim calculation purposes since underinsurance does not apply.

** Because the Sum Insured (under Option 1) is less than 85% of the Market Value of Livestock, underinsurance applies.

Unless stated otherwise in **Your Schedule** the maximum **We** will pay for any one animal under Option 2 – Without Coinsurance, is the lesser of **Market Value Of Livestock** and the values below:



- \$2,500 for Small Stock (Sheep, Goats, Pigs, Ostriches/Emus)
- \$200 for Domesticated Poultry (other than Ostriches/Emus)
- \$5,000 for Large Stock (Cattle and Buffalo), Horses, Camels, Deer, Donkeys and Alpacas/Llamas

Fencing

Where **Your** claim is for **Fencing**, **We** will at **Our** discretion:

- repair or rebuild the damaged part(s) to the same condition as when they were new;
- pay **You** the reasonable cost of repairing or rebuilding any damaged part(s) to the same condition as when they were new; or
- pay **You** up to the **Sum Insured** specified in **Your** Schedule.

If **Fencing** is insured by the **Policy**, **We** will also cover **You** for the cost of labour and materials for **Fencing** unless shown otherwise in **Your** Schedule.

You may relocate fences destroyed by fire, but **We** will not pay for the relocation of any undamaged portion of the fence, or any more than would have been payable had the fence been repaired or replaced where it was originally located.

We do not pay for any **Fencing** that has not been damaged. Where applicable **We** will not pay more than the **Sum Insured** per kilometre Insured **You** nominated.

The maximum amount **We** will pay for any one claim and all claims for **Fencing** in any one **Period of Insurance** is the **Sum Insured** shown in **Your** Schedule for **Fencing**.

All other Farm Property claims

Indemnity Value

For all other **Farm Property** when **You** suffer loss or damage as a result of a **Listed Event** happening at or on **Your Farm** during the **Period of Insurance**, **We** will at **Our** option pay **You** either:

- the **Indemnity Value** of the **Farm Property**; or
- the cost of rebuilding, replacing or repairing any damaged part of **Farm Property** to the same or substantially the same condition it was in at the time the loss or damage occurred,

up to, but not exceeding, the amount shown in **Your** Schedule in respect of the particular type of **Farm Property** that has been lost or damaged.

Cover ceases after Total Loss

If **You** make a claim for a **Total Loss** of any item of **Farm Property** and **We** pay **You**, then cover on that item of **Farm Property** ceases and **You** will not be entitled to any refund of **Premium**.

You may request **Us** in writing to cover any replacement, new or additional items, and **We** will advise if **We** will do so and on what terms. Any new cover will commence once **You** accept **Our** new terms and pay or agree to **Us** the required **Premium**.

Excess

For each **Occurrence** which gives rise to a claim, **You** must pay the highest applicable excess shown in either the **Policy** or **Your** Schedule in relation to that **Occurrence**.

If there is a claim for loss or damage under this section and **Section 1 – Home Property** arising from the same occurrence, **You** need only pay the higher of the two or more excesses applicable to those sections.

If a claim is paid under this section and **You** also receive an additional benefit, no excess will apply to that additional benefit.

Unless stated otherwise in **Your** Schedule the applicable excess is this Part A – Farm Property Section for Specified items is \$750 per claim, and for all types of Unspecified cover is \$750 per claim.

An Excess of \$1,500 applies to loss or damage caused by **Storm** or **Water** to **Solar Panels**.

Part B – Portable Business Effects

1. Portable Business Effects – What You are covered for

If **You** have selected and paid for the optional cover **Portable Business Effects**, **We** cover **You** and **Your Family** for **Accidental Damage** to Portable Business Effects anywhere in the world, up to the amount shown in **Your** Schedule for that particular type of **Portable Business Effect**.



2. What is a 'Portable Business Effect'

Portable Business Effect has the meaning set out in the 'Specific definitions in Section 2'.

How We will Pay Your claim under Section 2 – Part B (Portable Business Effects)

At our discretion **We** will:

- a) repair or replace the **Portable Business Effects** to the same condition as when new; or
- b) pay **You** the reasonable costs of repairing or replacing the **Portable Business Effects** to the same condition as when they were new; or
- c) pay up to the **Sum Insured** shown in **Your Schedule**.

We will pay up to the **Sum Insured** shown in **Your Schedule** against the item.

If **We** choose to pay to replace a **Portable Business Effect** item, **We** will pay no more than the amount that it would cost **Us** to replace the item with an item substantially the same as, but not better than when new, even if **You** have specified the item for a higher amount, whether or not **You** have supplied a valuation.

If **We** agree to pay a claim where **Your Farming Business** recorded material or software is destroyed, **We** will pay for cost to replace it with new, blank videos or a similar item, or the nearest equivalent new software, up to \$2,000 per item and up to \$10,000 in the aggregate. **We** will not pay for any software that was acquired by **You** illegally or at no cost.

If a replacement item that is not commercially available in Australia, at our option, **We** will replace the item with the nearest equivalent or similar new item available in Australia or overseas, or pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

If any item lost or damaged is part of a pair or set, **We** pay no more than the actual value of the item. **We** do not give any allowance for any special value it may have as forming part of a pair or set, or for any reduction in value of the remaining part or parts.

Specific exclusions – What is not covered under Section 2 – Part B

In addition to the specific exclusions under this Section 2, and the General exclusions which apply to this whole **Policy**, the following additional exclusions apply to Section 2 – Part B (Portable Business Effects):

We will not pay for:

- a) damage caused by or arising directly or indirectly out of or in any way connected with data processing or media failure or breakdown, or malfunction of a processing system, including operator error or omission, or computer virus; or
- b) damage to:
 - (i) **Portable Business Effects** in the open air caused by **Storm, Rainwater** or hail unless the property is designed to function without the protection of walls and a roof;
 - (ii) **Portable Business Effects** if they are lost or damaged during use, or recovery while in use, underground, underwater or in inaccessible locations;
 - (iii) livestock, animals, birds or fish;
 - (iv) standing timber, growing crops, plants, shrubs and pastures;
 - (v) land;
 - (vi) semen and harvested embryos;
 - (vii) **Money**;
 - (viii) glass or items of a brittle nature;
 - (ix) jewellery, furs, bullion, precious metals or precious stones;
 - (x) curios or works of arts;
 - (xi) mobile phones, photographic equipment or computer equipment, other than those items specified in **Your Schedule**; or
 - (xii) any guns, sporting equipment or musical instruments while they are in use.

Excess

Unless stated otherwise in **Your Schedule** the applicable excess is \$750 for Part B of this Section 2 – Farm Property.

Additional benefits (applying to Section 2)

The additional benefits provided are in addition to the **Sum Insured** for **Farm Property** unless otherwise specified.



1. *Alterations, additions and new buildings*

If during the **Period of Insurance** You make alterations or additions to **Farm Buildings**, or construct a new **Farm Building**, this **Policy** will automatically be amended to include cover under Part A – Farm Property for the alterations, additions or new **Farm Building** for a period of 30 days from the date of completion, or until the **Policy** next renews, whichever occurs first, provided the value of the work does not exceed the lesser of \$25,000 or 10% of the Farm Building(s) that are already listed in **Your Schedule**.

If You require Us to cover the alterations, additions or new **Farm Building** beyond this period, You must advise Us and pay any additional **Premium** applicable.

If You make a claim for loss or damage to the alterations, additions or new **Farm Building** during the period of the additional benefit, You must pay any additional **Premium** that is calculated pro rata by Us which represents the **Premium** amount that would have been payable to cover the alterations, additions or new **Farm Building** from the date of their completion.

2. *Employees' belongings*

If You have selected cover for **Farm Contents** and it is shown in **Your Schedule**, We will also provide cover for loss or damage arising from **Accidental Damage** or a **Listed Event** (whichever is applicable, as shown in **Your Schedule**) to any tools, equipment or personal items that are owned by **Your Employees** and are used in the day-to-day operation of the **Farm Business**, but only if the items are not otherwise insured by another insurer. We will pay up to \$2,000 per **Employee**, and up to \$5,000 per occurrence.

3. *Farm Property temporarily removed from Your Farm*

We will also pay You for loss or damage to **Farm Machinery, Unspecified Self-Propelled Farm Machinery and Unspecified Plant and Equipment** which is temporarily removed from **Your Farm** for a maximum of twenty-one (21) consecutive days to any **Farm** insured under this Policy. Cover under this additional benefit ceases on the twenty-second (22nd) day after the **Farm Machinery, Unspecified Self-Propelled Farm Machinery and Unspecified Plant and Equipment** was first removed from **Your Farm**.

This benefit does not extend to **Incidental Farm Contracting**.

Unless stated otherwise in **Your Schedule** the maximum We will pay is up to the lesser of \$10,000 or 10% of the aggregate **Sum Insured** for **Farm Machinery, Unspecified Self-Propelled Farm Machinery and Unspecified Plant and Equipment** for any one claim and per **Period of Insurance**. Any amount payable is not in addition to, but is included in, the relevant **Sum Insured**.

We will not pay for **Farm Property**:

- a) when removed permanently from the farm;
- b) which is in transit;
- c) which is a building, fence, or is immobile machinery. We will however cover unspecified immobile machinery that are accessories, equipment and spare parts used with immobile machinery.

In the case of mobile machinery, we will only cover mobile machinery:

- a) crossing a public thoroughfare between properties and which does not require registration;
- b) being driven or transported to a workshop for the purpose of repair or servicing.

4. *Farm Produce and Hay in transit*

We will also provide cover for loss or damage to **Hay** or **Farm Produce** up to a maximum of \$1,000 during transit following collision or overturning of the **Vehicle** carrying the **Hay** or **Farm Produce** during the **Period of Insurance**, provided You have selected cover for **Farm Contents** and it is shown in **Your Schedule**.

We will not pay:

- a) if the **Vehicle** carrying the **Hay** or **Farm Produce** is not owned by You; or
- b) if the **Vehicle** carrying the **Hay** or **Farm Produce** is not in the direct control of You or an authorised **Employee** of Yours.

5. *Fire extinguishment costs*

We will pay for the reasonable and necessary costs You incur in extinguishing any fire at **Your Farm**, or any fire which threatens **Your Farm** during the **Period of Insurance**. We will also pay to replenish fire-fighting equipment for the **Indemnity Value** of fire-fighting equipment belonging to Your neighbours which is damaged while fighting a fire on **Your Farm**. The maximum We will pay under this benefit is \$10,000 in any one **Period of Insurance**.



6. *Fusion of an electric motor*

We will pay up to \$500 for the cost of rewinding or replacing a fused motor up to 2 kw not older than 7 years from date of purchase, used in the day-to-day operation of **Your Farming Business** provided the damage is caused by the burning out of the motor by an electric current in pumps or fixed machinery (other than the types set out below).

We will not pay for any associated costs of removal, repair, retrieval or installation and **We** will not pay for damage to:

- a) refrigeration or air-conditioning equipment;
- b) submersible or turbine pumps;
- c) dairy machinery; or
- d) irrigation equipment.

Each claim is subject to an Excess of \$100.

7. *Destruction of livestock*

If **We** agree to pay a claim for **Livestock** under Section 2, **We** will also pay for the reasonable and necessary costs, up to a maximum of \$2,500, which **You** incur in:

- a) destroying the **Livestock** for humane reasons;
- b) disposing of the **Livestock** carcasses;
- c) reduction in value of injured **Livestock** if **You** need to sell them within 30 days of a fire to reduce **Your** financial loss.

Any amount **We** will pay under this benefit is subject to the limit of the **Sum Insured** for **Livestock**. **We** will pay either the difference between the **Indemnity Value** immediately before the fire and at the time of sale, or the **Sum Insured**, whichever is the lesser.

8. *Professional fees and legal costs*

If a **Farm Building** has been damaged and the damage is insured under Section 2, **We** will pay the reasonable professional fees incurred to rebuild or repair the **Farm Building**. **We** will pay **Your** legal costs incurred for the discharge of any mortgage(s) on the **Farm Building** following settlement of a claim for the **Total Loss** of the **Farm Building**.

The cost of professional fees and legal costs are included in the **Sum Insured** for **Farm Buildings**.

9. *Reinstatement of Sum Insured*

If the **Sum Insured** is reduced following payment of a claim, other than a claim for the **Total Loss** of **Specified Farm Property** listed on **Your** Schedule, **We** will automatically reinstate the **Sum Insured** from the date of the loss or damage unless:

- a) **You** request otherwise; or
- b) **We** tell **You** otherwise.

If **We** request an additional **Premium** for reinstatement, **You** must pay the additional **Premium** or cover will be reduced by the amount of the claim settlement.

The reinstatement provisions set out in this clause 9:

- a) does not extend to **Fencing**, or any type of **Unspecified Farm Property** cover; and
- b) is subject to the condition that **Our** total liability under the **Farm Property** section will not exceed:
 - (i) in respect of any one claim, the relevant **Sum Insured** shown in **Your** Schedule; and
 - (ii) in respect of all claims in any one **Period of Insurance**, an amount equal to 200% of the relevant **Sum Insured** shown in **Your** Schedule.

10. *Removal of debris*

If **Farm Property** is destroyed or damaged and **We** have agreed to pay **Your** claim, **We** will also pay for the reasonable cost of demolition, storage and removal of debris that relate to the removal of debris from that part (or those parts) of the **Farm Property** which have been destroyed or damaged.

Any payment **We** make under this benefit will be in addition to any amount **We** pay for the loss and damage suffered by the relevant **Farm Property**.

The maximum **We** will pay under this benefit is 10% of the **Sum Insured** of the damaged **Farm Property**, plus any additional **Sum Insured** for removal of debris specified in **Your** Schedule.



11. Temporary protection

If a **Farm Building** has been destroyed or damaged and **We** have agreed to pay **Your** claim, **We** will also pay the reasonable and necessary costs **You** incur for the temporary protection and safety of the **Farm Building** pending its repair or replacement, up to the maximum amount of \$5,000 during any one **Period of Insurance**.

12. Windbreaks destroyed by Fire

We will pay for the replacement of trees and shrubs used as windbreaks or animal shade, or to prevent soil erosion or control salt levels, if they are destroyed beyond repair by fire. **We** will pay up to \$200 per tree or shrub, and up to \$5,000 per occurrence.

Optional covers under Section 2

Increased Costs of Working

The cover

If **You** choose the optional 'Increased Costs of Working' cover, **We** will pay **You** the additional costs incurred at **Your Farm** for the purposes of avoiding or diminishing a reduction in turnover and/or resuming or maintaining **Your Farming Business**, due to the disruption of **Your Farming Business** caused directly by insured damage or loss.

We will pay costs required to maintain **Your Farming Business** to the same level of productivity as the 12 months immediately preceding the loss that would have applied had the loss or damage not occurred. **We** will pay these costs under Part A – Farm Property section provided that the additional expenses:

- a) are incurred as a direct result of damage or loss, for which a claim is accepted under:
 - (i) the Farm Property section, other than claims for **Farm Produce**, farm trees or **Livestock**; or
 - (ii) the Motor Vehicles section for vehicles insured for **Farm Use**, but limited to motorised fruit/vegetable harvesting machinery, tractors, combine harvesters, cotton pickers, balers, seeders/planters and sprayers; or
 - (iii) in respect of loss, damage or destruction to **Pasture** caused by fire; and
- b) are necessarily and reasonably incurred during the period commencing at the time of loss, damage or destruction and ending no more than 12 months later.

The maximum amount **We** will pay per **Occurrence** and for any one **Period of Insurance** is the **Sum Insured** stated in **Your Schedule** for **Increased Costs of Working**.

We will not pay for any additional costs arising from or connected with under-insurance, drought or a failure to insure the loss or damage. **We** will deduct any savings to charges or expenses that were not incurred as a result of the disruption to **Your Farming Business**.

Loss of income benefits

The following loss of income benefits form part of and are not in addition to the **Sum Insured** for **Increased Costs of Working**.

a. Solar Panels – loss of income for supply of electricity

Provided **We** accept a claim for a **Solar Panel** that forms part of **Your Farming Business** insured under this Section, **We** will pay **You** for loss of income for electricity supplied to the grid following damage or loss caused by earthquake, subterranean fire, volcanic eruption or **Tsunami**, explosion, fire, lightning or thunderbolt, riot or civil commotion. Cover is available whilst Your damaged Solar Panel is undergoing repair for a maximum period of 90 calendar days. The first day of the 90-day period starts on the date of insured damage or loss and ends at 5 pm on the 90th calendar day thereafter. The amount **We** will pay during will be based on the average value per kwh that **You** were paid or credited in the last 30 days prior to the claim, subject to a maximum of \$5,000.

b. Loss of Rent

Provided **You** have written rental agreement in place, if **Farm Property** insured under this **Policy** is destroyed by an insured occurrence and **You** suffer loss of rent, **We** will pay **Your** loss of rent up to \$5,000. **We** will not pay loss or rent for a period exceeding 12 months.

c. Livestock agistment income – Pasture

We will pay the loss of income resulting from the disruption to **Your Farming Business** due to destruction of **Pasture** at **Your Farm** caused by fire, lightning or thunderbolt occurring during the **Period of Insurance** that requires the movement of agisted **Livestock** to a grazing property other than **Your Farm**.



Loss of agistment income will be assessed by comparing agistment income during the 12 months immediately preceding the destruction (or part thereof) with agistment income during the 12 months following the destruction of **Pasture**. Where **We** agree to an assessment of **Your** loss of agistment income for any shorter time period, **We** will use any reasonable means to assess **Your** loss of agistment income. The maximum amount **We** will pay for any one claim or **Period of Insurance** is the lesser of \$30,000 or the **Sum Insured** for **Increased Costs of Working** stated in **Your Schedule**.

Accountants fees

We will also pay the reasonable and necessary costs incurred by You up to a maximum of \$2,000 for the services of an accountant to produce and clarify details of **Your** claim.

Special Condition of cover (Increased Costs of Working)

We will not pay a claim under this optional benefit 'Increased Costs of Working' if **Your Farming Business** has been wound up, is under administration by a liquidator, or is permanently discontinued at the time of loss, damage or destruction.

Excess

An excess of \$750 per claim applies to this **Additional Costs** option. If the claim involves loss or damage to **Farm Vehicles**, a waiting period of 24 hours applies to affected **Farm Vehicles**, starting from the time of the loss or damage occurs. **You** are covered for **Additional Costs** incurred for **Farm Vehicles** after the first 24 hours has expired. Any cost incurred for the hiring the harvester during the first 48 hours constitutes Your Excess.

What we exclude – Section 2 Farm Property

General exclusions which apply to all sections of this **Policy** appear in the section headed 'General exclusions'. The following additional exclusions apply to Section 2 of this **Policy**:

1. Exclusions applicable for Accidental Damage cover

All exclusions under **Listed Events** apply equally to **Accidental Damage** of this Section 2. In addition to this, the following exclusions will also apply to **Accidental Damage**.

We will not pay for:

- a) Damage or loss caused by:
 - (i) deterioration and putrefaction of refrigerated goods, failure of water, gas, electric or fuel supply, dampness of atmosphere or other variations in temperature or exposure to light or darkness;
 - (ii) its own spontaneous combustion (other than the spontaneous combustion of **Hay** covered by this Policy), fermentation, heating or any other process involving the direct application of heat, or any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the **Farm Property**;
 - (iii) incorrect siting or demolition of **Farm Buildings**, error or omission in design, plan, specifications or failure of design, or normal settling, seepage, shrinkage or expansion of building wall, pavement, and/or similar part of the **Farm Buildings**, or any faulty packing, storage, loading or unloading, delivery or dispatch;
 - (iv) action of the seas, tidal wave, high water, **Flood, Storm Surge**, subsidence, erosion, earth movement or collapse, seepage of **Water** or **Water** entering the premises as a result of structural defects, faulty design or faulty workmanship, or the seepage or percolation of any substance through roofs, walls or floors unless it occurs as a result of damage caused by a **Listed Event**;
 - (v) the removal or weakening of supports or foundations during building alterations, additions, renovations or repair;
 - (vi) testing, intentional overloading or experiments, or mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine, electronic device or any process of cleaning or repair. **We** will also not pay for any loss, damage, or expense arising from the reduction in the functionality of any electronic equipment that is insured by this section unless the loss, damage or expense is caused by a **Listed Event**.
 - (vii) roots from trees, white ants, termites, insects, birds or vermin, mould, mildew, wet or dry rot or evaporation, rust, oxidation or corrosion, contamination or pollution, change of colour, texture, flavour or finish;
 - (viii) wear, tear, fading, scratching, marring, gradual deterioration, normal upkeep or making good; or
 - (ix) **Theft**, fraud or dishonest acts, faulty materials or workmanship, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation, malicious or intentional acts (other than arson) of **Your** tenants or persons normally residing with them, unexplained inventory shortages or



disappearances, shortage in the supply or delivery of materials to or from **You** or any inherent vice or defect.

b) Damage caused to:

(i) **Unspecified Farm Machinery** (including **Unspecified Self-Propelled Farm Machinery, Unspecified Plant and Equipment, Unspecified Windmills Pumps and Irrigation Equipment**);

(ii) **Farm Machinery** specified in **Your Schedule**;

However, in relation to items of **Plant and Equipment** and **Windmills, Pumps and Irrigation Equipment** individually specified in **Your Schedule** and covered for **Accidental Damage**, **We** will pay up to \$5,000 per claim for loss or damage caused by an **Accident** not otherwise excluded, subject to a maximum in any one **Period of Insurance** for all claims of \$25,000;

(iii) **Farm Produce, Trellis Equipment or Solar Panels**;

(iv) motor vehicles, caravans, trailers, motorcycles, all-terrain **Vehicles**, watercraft, aircraft, drone or aerial devices or their accessories or any property in transit;

(v) For the purposes of this exclusion motor **Vehicles** includes (but is not limited to) cars, vans, utilities, trucks, tractors of any description, graders, bulldozers, backhoes;

(vi) gates, **Fencing**, retaining walls, awnings, blinds or signs, glass, plastic, items of a brittle nature or cloth coverings and **Greenhouses**;

(vii) **Livestock**, growing or standing crops, trees, shrubs, plants and other growing vegetation, semen and harvested embryos;

(viii) property during and as the result of its processing, or during construction, erection, renovation or demolition; or

(ix) land.

2. Exclusions applicable for Listed Events and Accidental Damage cover

We will not pay for loss or damage to any **Farm Property** in the open unless it is designed to function without the protection of walls and a roof.

We will not pay for:

a) Any legal liability **You** incur to pay compensation, damages, fines or penalties;

b) Any **Breakdown Costs** to repair or replace **Farming Property** due to:

(i) Computer virus;

(ii) Access to **Your** computer systems and records by any person not at or on **Your Farm**.

We will not pay for loss or damage under this Section arising from demolition ordered by government or public or local authorities due to failure by **You** or **Your** agents to obtain the necessary permits.

We will not pay for loss or damage to:

a) any locomotive, rolling stock, watercraft, hovercraft, drone or aircraft, including their accessories and/or spare parts;

b) damage to bridges, canals, roadways, tunnels, railway tracks, dams, reservoirs (other than tanks) and their contents, or land, or loss of land value, unless specified on **Your Schedule** as insured; or

c) mining property located beneath the surface of the ground, or contamination (including by chemicals or antibiotics) or pollution.

We will not pay for loss or damage directly or indirectly caused by or in connection with or arising from or occasioned through:

a) rising damp or dampness, disease, inherent vice or latent defect, loss of weight;

b) vermin, moths, termites or other insects, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variation in temperature, wet or dry rot, rising damp or dampness, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish.

We will not pay for loss or damage caused by or occasioned through mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine, electrical device or temperature controlling equipment unless caused by a **Listed Event**.

We will not pay for loss or damage to **Farm Property** caused by or arising directly or indirectly out of erosion, subsidence, landslide or mudslide or any other earth movement unless it is directly caused by and occurs within 72 hours of one of the following events:

a) **Storm, Rainwater** or wind;

b) **Earthquake**, subterranean fire or volcanic eruption;

c) explosion; or

d) **Tsunami**.



Specific conditions (applying to Section 2)

1. *Vacant Farm*

If at the time of an **Occurrence** happening at **Your Farm**, it has been **Unattended** for more than 120 consecutive days, **We** will only pay for loss or damage to **Your Farm Property** if it is caused by **Storm, Rainwater, Tsunami** or earthquake, unless **We** have agreed otherwise in writing.

2. *Cover ceases after a Total Loss*

If **You** make a claim for a **Total Loss** of any item of **Farm Property** and **We** pay **You** or on behalf of **You**, then cover on that item of **Farm Property** ceases and **You** will not be entitled to any refund of **Premium**.

You may request **Us** in writing to cover any replacement, new or additional items, and **We** will advise if **We** will do so and on what terms. Any new cover will commence once **You** accept **Our** new terms and pay or agree to pay **Us** the required **Premium**.

3. *Rebuild in other locations*

Farm Buildings may be rebuilt at another location provided **We** agree in writing and **You** pay any additional costs beyond the cost **We** determine is payable to rebuild, replace or repair the damaged part of the **Farm Building** at its original location.

4. *Commence rebuild within 6 months*

If **Farm Property** is lost or damaged **You** must commence to rebuild, replace or repair within six (6) months of the damage. If **You** do not, **We** will pay **Your** claim in accordance with the **Indemnity Value** method of settlement, unless **We** have agreed in writing to extend the period.

5. *Excess*

For each **Occurrence** which gives rise to a claim, **You** must pay the highest applicable excess shown in either the **Policy** or **Your Schedule** in relation to that **Occurrence**.

If there is a claim for loss or damage under this Section 2 and Section 1 – arising from the same **Occurrence**, **You** need only pay the higher of the two or more excesses applicable to those sections.

If a claim is paid under this Section 2 and **You** also receive an additional benefit, no excess will apply to that additional benefit.

Specific Definitions in Section 2

There are some words in this section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Enclosed Building	means a fully enclosed Farm Building at Your Farm : a) with a weatherproof roof; and b) which is otherwise designed to withstand loadings that meet structural design actions for Farm Buildings as set out in relevant Australian building codes and standards, including AS/NZS 1170.
Fabric Shelter	means any structure on Your Farm that is used in the ordinary course of carrying on Your Farming Business and which: a) contains overhead fabric or waterproof membranes for shade and/or a protected weather environment; or b) is wholly or partly made of fabric (of any type including but not limited to extruded polymer, advanced polymer fabric, polyethylene fabric protection, or polyvinyl chloride otherwise known as "PVC"); or c) is the specific container for a portable Fabric Shelter .

Word(s)	Meaning
Farm Building	<p>means a physical, permanently fixed building or structure situated on Your Farm that is not used primarily as a place of residence and is shown in Your Schedule as a Farm Building.</p> <p>Farm Building includes, but is not limited to:</p> <ul style="list-style-type: none"> a) fixtures and fittings for which You are legally liable under the terms of a rental or leasing contract; b) fixed water or fuel tanks; c) stock yards; d) fixed services of water, sewerage, gas, electricity, telephones, radio receiving equipment owned by You, or for which You are responsible; e) grain or feed silos including fixed elevators forming part of such silos f) fencing that is attached directly to or forms part of the items listed above provided it is used in the normal conduct of Your Farming Business. However, Farm Building does not include any other fencing that falls within the definition of Fencing in Section 2. <p>Farm Building does <u>not</u> include:</p> <ul style="list-style-type: none"> a) Home Buildings, Farm Contents or Portable Effects; b) the parts of property undergoing erection, construction, alteration, where the total cost exceeds \$100,000; c) Farm Machinery; d) fences which are not attached or adjacent to a fixed building or structure; e) pontoons or fixed structures of any type (whether floating or not) that extend fully or partially into the sea, rivers or dams; f) silo bags, Solar Panels, Trellis Equipment or Greenhouses.
Farm Contents	<p>means the property that You own or for which You are responsible, contained within a Farm Building, and which is used in the ordinary course of carrying out Your Farming Business including:</p> <ul style="list-style-type: none"> a) farm tools and equipment, Fencing materials (but not Fencing itself) and accessories, portable electrical fencing; and b) silo bags, silage tarps fertilisers, fuels and oil supplies, farm chemicals, farm produce, livestock feed and similar farm inputs. <p>Farm Contents does not include:</p> <ul style="list-style-type: none"> a) Farm Buildings, Home Contents or Portable Effects; b) Livestock; c) Trellis Equipment; d) Hay; e) Farm Produce; f) Farm Machinery, motor Vehicles (including motorcycles, all-terrain Vehicles, motorised minibikes and motorised go- karts whether they are capable of being registered or not) or any of their accessories, equipment and/or spare parts; g) caravans, trailers, boats, aircraft, drones or any of their accessories, equipment and/or spare parts; h) shrubs, plants or growing crops, land or water, soil, mulch, sand, gravel, bark or mulch; or i) domestic household contents of any kind or contents insured under Section 1.
Farm Infrastructure and Improvements	<p>means the following items used in the day-to-day operation of Your Farm Business which are shown in Your Schedule and which are owned by You or for which You are responsible:</p> <ul style="list-style-type: none"> a) telephone cables, telephone lines, power poles and the overhead wiring between the power poles and other fixed equipment that do not form part of and which are not attached to a Farm Building; b) free-standing gas, sewerage, water tanks, radio receiving equipment, water stands, fuel tanks, stock yards, ramps, races, holding pens, feed troughs, drinking troughs, feed silos, grain silos and similar items not otherwise defined as being part of a Farm Building; c) other infrastructure that is up to 1.5 metres below ground including but not limited to water pipes, drainage and sewerage systems, irrigation systems ordinarily intended only for farm use; d) miscellaneous above-ground structures not elsewhere defined or referred to in this Policy.

Word(s)	Meaning
Farm Infrastructure and Improvements (Cont.)	<p>Farm Infrastructure and Improvements does not include:</p> <ul style="list-style-type: none"> a) dams or earth irrigation canals, plants of any description; b) unpaved paths, tracks, roads or driveways constructed of earth or gravel; c) Farm Buildings; d) Farm Contents; e) Farm Machinery; f) Fencing; g) Fabric Shelters; h) Solar Panels; i) Greenhouses; j) Trellis Equipment; k) Hay; l) Farm Produce; or m) Livestock, <p>as defined in this Section.</p>
Farm Machinery	<p>means the following items whether together or separately:</p> <ul style="list-style-type: none"> a) Self-Propelled Farm Machinery; b) Plant and Equipment; c) Windmills, Pumps and Irrigation Equipment.
Farm Produce	<p>means:</p> <ul style="list-style-type: none"> a) grain harvested from any of feed or food crops whilst stored in an Enclosed Building, silo or other storage system after harvesting; b) silage of compacted, fermented, high-moisture grass fodder whilst stored in conventional anaerobic conditions; c) all other fruit, nut, berry, olives, oils and plants extracts and edible vegetable foods after harvesting from plants, whether processed or not, whilst protected from the elements and stored in an Enclosed Building, silo or storage system; <p>at Your Farm in the ordinary course of Your Farming Business.</p>
Farm Property	<p>means the following property which You own or for which You are responsible:</p> <ul style="list-style-type: none"> a) Farm Buildings; b) Farm Contents; c) Farm Machinery; d) Farm Infrastructure and Improvements; e) Unspecified Farm Buildings; f) Unspecified Farm Infrastructure and Improvements; g) Unspecified Self-Propelled Farm Machinery; h) Unspecified Plant and Equipment; i) Unspecified Windmills, Pumps and Irrigation Equipment; j) Livestock; k) Hay; l) Farm Produce; m) Wool; n) Fabric Shelters; o) Fencing; p) Greenhouses; q) Trellis Equipment; r) Solar Panels; and s) Windmills <p>which are used in the ordinary course of carrying out Your Farm Business.</p>
Fencing	<p>means boundary fencing, internal fencing and shared fencing that You own or for which You are responsible.</p>

Word(s)	Meaning
Greenhouse	means all types of structures intended to provide a protected environment for growing crops, plants or trees, including but not limited to a: <ul style="list-style-type: none"> a) glasshouse; b) shade house; c) tunnel house; d) hot house; and e) shade structures.
Hay	means feed crop which has been baled, rolled, stacked which You own or for which You are responsible and which is listed in Your Schedule .
Increased Costs of Working	means the additional expenses both necessary and reasonably incurred for the purpose of: <ul style="list-style-type: none"> a) reducing or avoiding a reduction in turnover; and/or b) maintaining or resuming normal operations of Your Farming Business.
Listed Events	has the meaning set out in this Section 2.
Livestock	means all animals which You own or for which You are responsible and listed in Your Schedule by species, gender and age and which are used in the day-to-day operation of Your Farm Business . Livestock does not include fish, crustaceans, oysters or any other animals used in aquaculture farming.
Pasture	means grass or herbage used for the grazing of Livestock .
Plant and Equipment	means: <ul style="list-style-type: none"> a) movable, towable or drawn agricultural implements, trailers, ploughs, tools, machines or cultivators and similar farm machinery and implements as well as any accessories, equipment and/or spare parts for them; and b) other non-self-propelled farm machinery specifically notified to Us and listed in Your Schedule, used in the ordinary course of Your Farm Business.
Portable Business Effects	means portable property used in the ordinary course of Your Farming Business listed in Your Schedule , which belongs to You or for which You are responsible, which is located in Australia and is not otherwise excluded.
Sealed Silage Structure	means a sealed structure (whether fixed or movable) used in agriculture for storing grain, or fermented forage for Livestock feed known as silage, but which otherwise excludes a farm chaser bin, field bin, bunker silo or silage pit.
Self-Propelled Farm Machinery	means machinery which can move by its own means of propulsion including but not limited to: <ul style="list-style-type: none"> a) tractors, fruit pickers, harvesters, dozers, agricultural Motor Cycles, mini-bikes, quad bikes and all-terrain-vehicles; b) other machinery and farm vehicles which are not ordinarily registered for use on public roads; which are used in the ordinary course of Your Farming Business. Self-Propelled Farm Machinery does not mean automobiles, cars, utilities and sport utility Vehicles , trucks, vans, caravans or registered road motorcycles.
Solar Panel	means a solar panel or photovoltaic array, and its power inverter, that is: <ul style="list-style-type: none"> a) mounted on or affixed to a building; or b) a free standing, ground based solar array not mounted on or affixed to a building, c) used in the day-to-day operation of Your Farm Business and/or for supplying energy to the mains power grid.
Trellis Equipment	means the posts, strainers, clips, irrigation laterals and sprinkler heads that form the support structure and irrigation infrastructure required for growing trees or vines.
Unspecified Farm Buildings	means Farm Buildings not otherwise specified in Your Schedule .
Unspecified Farm Infrastructure and Improvements	means Farm Infrastructure and Improvements not otherwise specified in Your Schedule used in the ordinary course of Your Farm Business .

Word(s)	Meaning
Unspecified Farm Machinery	means Farm Machinery not otherwise specified in Your Schedule that are used in the ordinary course of Your Farm Business .
Unspecified Self-Propelled Farm Machinery	means Self-Propelled Farm Machinery not otherwise specified in Your Schedule that are used in the ordinary course of Your Farm Business .
Unspecified Windmills, Pumps and Irrigation Equipment.	means Windmills, Pumps and Irrigation Equipment not otherwise specified in Your Schedule that are used in the ordinary course of Your Farm Business .
Unspecified Plant and Equipment	means Plant and Equipment not otherwise specified in Your Schedule used in the ordinary course of Your Farm Business .
Windmill	means fixed equipment at Your Farm that converts kinetic energy from the wind into mechanical energy used to drive machinery for pumping water or milling grain that are used in the ordinary course of Your Farm Business . Windmill does not mean a wind turbine producing electric energy.
Windmills, Pumps and Irrigation Equipment	means pumps, pipes, Windmills , irrigation or spraying equipment that are used in the ordinary course of Your Farm Business .
Wool	means the shorn wool which You own or for which You are responsible, listed on Your Schedule and located anywhere in Australia, except while in transit. For the purpose of this definition Wool includes mohair shorn from angora goats.

SECTION 3 – MOTOR VEHICLES

Section 3 (**Motor Vehicles**) provides for the following cover options:

- a) Option 1 – Comprehensive Cover;
- b) Option 2 – Third Party Liability;
- c) Option 3 – Third Party Liability, Fire and Theft; and
- d) Option 4 – Fire and Theft.

Section 3 provides cover for **Your Vehicle** or **Your** liability to others (or both), depending on the cover type **You** have selected for each motor **Vehicle**.

A summary of each cover option is provided in the table below:

Cover Option	(Your Vehicle)			(Your liability to others)
	Accidental Damage	Fire	Theft	Legal liability
1. Comprehensive Cover	✓	✓	✓	✓
2. Third Party Liability	✗	✗	✗	✓
3. Third Party, Fire & Theft	✗	✓	✓	✓
4. Fire & Theft	✗	✓	✓	✗

Where a heading of any clause below specifies:

- a) **'Private Motor'**, this means that section only applies where the usage of **Your Vehicle** specified in **Your Schedule** for Section 3 is **'Private Motor'**.
- b) **'Farm Motor'**, this means that section only applies where the usage of **Your Vehicle** specified in **Your Schedule** for Section 3 is **'Farm Motor'**.
- c) **'Farm Motor (utility or van only)'**, this means that section only applies where the usage of **Your Vehicle** specified in **Your Schedule** for Section 3 is **'Farm Motor'**, but only where **Your Vehicle** is a utility or van. If **Your Schedule** lists **Vehicles** under **Farm Motor** other than utilities or vans, the relevant section will not apply to these **Vehicles**.

Option 1 – Comprehensive Cover

Your Schedule will show if **You** are insured for Comprehensive cover.

What You are covered for

1. **Your Vehicle – cover for accidental loss or damage**

Cover is available to **You** for accidental loss (including **Theft**) or damage to **Your Vehicle**.

We will (at **Our** discretion):

- a) repair **Your Vehicle**; or
- b) pay the reasonable cost of repairing **Your Vehicle**; or
- c) pay the **Vehicle Market Value** when **Your Schedule** shows that **Your Vehicle** is insured for **Vehicle Market Value**; or
- d) pay the **Vehicle Agreed Value** when **Your Schedule** shows that **Your Vehicle** is insured for a **Vehicle Agreed Value**; or
- e) pay the **Sum Insured** shown in **Your Schedule**,

whichever is the lesser.

Unless specified otherwise in **Your Schedule**, the **Sum Insured** or **Vehicle Agreed Value** is inclusive of all accessories.

Your claim payment will be adjusted in accordance with the GST provision shown under 'General conditions', 'Taxation Considerations'.

Cover in respect of **Your Vehicle** will cease once **Your** claim for a **Total Loss** of **Your Vehicle** has been paid by **Us**.

2. **Third party's property – cover for damages (legal liability)**

Cover is available for **Your** legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident during the **Period of Insurance** which is partly or fully **Your** fault.

Cover under this Section will only apply if **Your** legal liability for loss or damage to someone else's property arises out of the use of:



- a) **Your Vehicle;**
- b) a caravan, trailer or anything lawfully towed by **Your Vehicle**.

Cover is also available for the legal liability for loss or damage to someone else's property of:

- a) any person who is driving, using or in charge of **Your Vehicle** with **Your** permission;
- b) a passenger travelling in **Your Vehicle** or who is getting into or out of **Your Vehicle**;
- c) **Your** employer, principal or partner arising from **Your** use of **Your Vehicle**.

Cover is also available to **You** or a driver of **Your Vehicle** who is currently licensed and with **Your** consent, for property damage arising out of:

- a) the loading or unloading of goods to or from **Your Vehicle**;
- b) goods being carried by or falling from **Your Vehicle**;
- c) the use of any tool or plant forming part of or attached to **Your Vehicle** which is stationary.

Cover is not available:

- a) when the loss or damage occurs to **Your** own property, **Your** spouse's or de facto's property or to property which is in **Your** possession, custody or control; or
- b) when **Your** legal liability is covered by any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability; or
- c) where **Your Vehicle** is not registered for use on public roadways; or
- d) when **Your Vehicle** is being used as a **Tool of Trade**.

No cover for legal liability after a Total Loss

Cover will cease on the date that **We** confirm **We** will pay **Your** Claim for the **Total Loss** of **Your Vehicle**.

3. Replacement of new vehicle after a Total Loss (Private Motor OR Farm Motor (utility or van only))

If **Your Vehicle**:

- a) was purchased new by **You** and becomes a **Total Loss** within two years of date of manufacture; and
- b) **You** were the first registered owner; and
- c) has travelled less than 40,000 km on the date of accident that caused the **Total Loss**,

We will:

- a) replace **Your Vehicle** with a new **Vehicle** of the same make, model and series; or
- b) replace it with a **Vehicle** of similar new cost to which we both agree in writing.

Cover is available for on-road costs (including 12 months registration and compulsory third-party cover) of the new **Vehicle** if any refund amount obtained from **Your** registration and compulsory third-party insurance is paid to **Us**.

4. Third Party Liability – Personal Injury

Cover is available to **You** or a driver of **Your Vehicle** who is currently licensed and with **Your** consent, for personal injury or death arising out of the use of **Your Vehicle** which cannot be insured by:

- a) any compulsory liability insurance or statutory insurance scheme; and
- b) the reason or reasons why the compulsory liability insurance or statutory insurance scheme does not apply does not involve a breach by **You** of legislation relating to motor **Vehicles**.

No cover for legal liability after a Total Loss

Cover will cease on the date that **We** confirm **We** will pay **Your** Claim for the **Total Loss** of **Your Vehicle**.

5. Maximum Limit

The maximum amount payable under this Section for damage to other people's property and/or supplementary bodily injury arising from a single event or series of related events, is \$20,000,000.

Additional benefits (applying to Comprehensive cover)

Payments made under this Section will be in addition to any amount payable for the damage to **Your Vehicle** or any amount payable under legal liability.

1. Rental car following Theft (Private Motor or Farm Motor (utility or van))

If **Your Vehicle** is stolen, **We** will arrange for a rental car to be provided:

- a) until **Your Vehicle** is recovered undamaged and **You** have been told of its location; or
- b) until **Your Vehicle** is recovered damaged and the damage is repaired; or
- c) until **We** settle **Your** claim by paying **You** the **Vehicle Agreed Value** or **Vehicle Market Value**.



We will only pay up \$75 per day for a maximum of 14 days for the rental car. **We** will only pay for the rental car if the hire has been arranged or approved by **Us**.

We will not pay for the cost of fuel used during the rental period or any accidental loss or damage to the rental car. Cover for a daily travel allowance of \$30 up until a rental or loan car is also available under this **Policy**.

2. Legal costs

Subject to our agreement in writing, **We** will also pay for reasonable and necessary legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered by Comprehensive Cover of this Section.

Legal costs and expenses relating to any criminal or traffic proceedings will not be covered by this **Policy**.

3. Substitute Vehicle

Cover is available to **You** once only for legal liability, up to the maximum limit of \$20,000,000, for loss or damage to a third party's property while using a **Substitute Vehicle**.

We will not cover:

- a) **Your** legal liability when **We** have already accepted a claim for the **Total Loss of Your Vehicle**; or
- b) **Your** legal liability when the **Substitute Vehicle** is unregistered; or
- c) accidental loss or damage to the **Substitute Vehicle**.

4. Emergency repairs (Private Motor or Farm Motor (utility or van only))

Cover is available for the cost of emergency repairs if **You** cannot drive **Your Vehicle** home after it is involved in an accident covered by Comprehensive cover of Section 3.

The maximum amount payable for one accident involving **Private Vehicles** or **Farm Vehicles** (utilities and van only) is \$750.

5. Trailer (Private Motor only)

If **We** have accepted **Your** claim for **Theft** or damage to **Your Vehicle**, **We** will cover accidental loss of or damage to any trailer which was attached to **Your Vehicle**. Any trailer which is separately insured, and property being carried in the trailer, will not be covered by this **Policy**.

6. Towing

Following **Theft** or accident involving **Your Vehicle** which is rendered unsafe and unroadworthy and not driveable, **We** will pay the reasonable cost of protecting, removing and towing of **Your Vehicle** to the nearest repairer, place of safety or any other place as agreed by **Us**.

7. Transport by ship

If during the **Period of Insurance** **Your Vehicle** is being transported by ship within Australian waters, **We** will pay **Your Premium** for any general average and salvage charges if such maritime conditions apply.

General average refers to an agreement when goods or cargo are thrown overboard or other steps are taken to safeguard the vessel and the remaining property on the vessel. Those whose property is saved share the expenses or salvage costs incurred by the ship owner in preserving the vessel and cargo.

8. Transportation costs

Where **Your Vehicle** cannot be safely driven home after being involved in an accident covered under Comprehensive cover of this Section Three, **We** will reimburse **You** for the cost of:

- a) travel necessary to return **You**, **Your** spouse **Your** de facto and/or dependent children to **Your** home; and/or
- b) transportation to collect **Your Vehicle** when it has been repaired.

The maximum payable under this **Policy** in respect of any one accident giving rise to a claim is \$1,200.

9. Portable effects

Cover is available for payment of personal effects and clothing belonging to **You**, **Your** spouse or dependent children which are:

- a) damaged in a collision involving **Your Vehicle**;
- b) stolen from **Your** locked **Vehicle**; or
- c) stolen at the same time as **Your Vehicle**, and the damage or **Theft** of the **Vehicle** is covered by Comprehensive cover of Section 3.



We may choose to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.
The maximum amount payable in respect of one accident or **Theft** is \$1,500.

10. **Debris Removal**

We will pay up to \$1,000 for costs and expenses to clean up and remove any debris as a result of an accident in which **Your Vehicle** was carrying goods.

11. **Replacement of Signwriting or Advertising signs**

Cover is available for the replacement cost of any signwriting or fixed advertising signs attached to and forming part of **Your Vehicle** which have been lost or damaged arising from an accident to or **Theft** of **Your Vehicle** covered under Comprehensive cover of Section 3.

The maximum payable under this **Policy** in respect of any one accident or **Theft** giving rise to a claim is \$2,000.

12. **Finance– Total Loss (Private Motor or Farm Motor (utility or van only))**

Where **Your Vehicle** is subject to any secured finance and suffers a **Total Loss**, cover is available to **You** or the finance provider for the difference between the residual value under the contract and the **Vehicle Agreed Value** or **Vehicle Market Value** less:

- a) any payments and interest in arrears at the time of the loss, and
- b) any discount in respect of finance charges and/or interest for the unexpired term of the secured finance agreement.

However, **We** will not pay if **We** are not required to do so by the finance provider.

The maximum additional amount available under this **Policy** is 15% of the **Vehicle Agreed Value** or **Vehicle Market Value** of **Your Vehicle** or \$5,000 whichever is the lesser.

13. **Re-keying and re-coding**

We will pay for the replacement of **Your Vehicle's** keys and the necessary recoding of **Your Vehicle's** locks only when the keys to **Your Vehicle** are stolen.

The maximum amount **We** will pay to re-key and/or re-code **Your Vehicle** less the basic applicable Excess will be \$500 for any one claim.

This cover is only available if:

- a) the **Theft** of **Your** keys has been reported to the police; and
- b) the keys have not been stolen by a family member, invitee or person who resides with **You**; and
- c) **You** are not entitled to indemnity under any other policy.

Cover is not available to **You** to claim for a rental **Vehicle** or any other additional benefit.

Specific options for Comprehensive Cover

These options are available only when **Your Vehicle** is stated as 'Private' Vehicle Usage on **Your Policy Schedule**. **Your Policy Schedule** will show which option(s) apply.

1. **Removal of basic Excess for windscreen claims (Private and Farm Motor (Vans and Utes only))**

For each **Vehicle** that **Your Policy Schedule** shows this option applies to, where the windscreen or window glass in is accidentally broken or damaged, **We** will not apply an **Excess** to **Your** claim.

This benefit only applies to:

- a) The first claim of each **Vehicle** benefiting from this option during any on **Period of Insurance**; and
- b) where the broken windscreen and window glass is the only damage to **Your Vehicle**.

Your no claim bonus entitlement is not affected if **Your** claim relates to the cost of repairing or replacing the windscreen or window glass in **Your Vehicle** if it is accidentally broken.

2. **Rental or loan car Option (Private and Farm Motor (Vans and Utes only))**

For each **Motor Vehicle** undergoing repairs after being damaged in an accident that **Your Schedule** shows this optional benefit applies, **We** will:

- a) provide **You** with a rental or loan car; or
- b) if a rental or loan car is not available, pay **You** a daily travel allowance of \$30.



The rental or loan car will be provided from the later of:

- a) the date the repairs to **Your Vehicle** are authorised; or
- b) the date the repairs are to be commenced.

The maximum daily rental charge **We** will pay is \$75 and **We** will only agree to provide the rental or loan car benefit for the following periods (whichever happens first):

- a) a maximum rental period of 14 days; or
- b) until the repairs have been completed; or
- c) until **We** settle **Your** claim.

Cover is not available:

- a) where the rental car is not arranged by **Us** or consented to by **Us**;
- b) for the cost of fuel used while driving the loan car; or
- c) for any accidental loss or damage to the rental or loan car.

Option 2 – Third Party Liability

Your Schedule will show if **You** have Third Party Liability cover.

What are You covered for

1. **Legal liability for damage to other people's property**

Cover is available for **Your** legal liability to pay compensation for loss or damage to a third party's property caused by a motor **Vehicle** accident during the **Period of Insurance** which is partly or fully **Your** fault.

Cover will only apply if **Your** legal liability for loss or damage to someone else's property arises out of the use of:

- a) **Your Vehicle**; and/or
- b) a caravan, trailer or anything lawfully towed by **Your Vehicle**.

Cover is also available for the legal liability for loss or damage to someone else's property of:

- a) any person with **Your** permission who was driving, using or in charge of **Your Vehicle**;
- b) a passenger travelling in **Your Vehicle** or who is getting into or out of **Your Vehicle**;
- c) **Your** employer, principal or partner arising out of **Your** use of the **Vehicle**.

Cover is not available under this sub-section for loss or damage to property:

- a) which is **Your** own property, or **Your** spouse's or de factos' property or to property which is in **Your** possession, custody or control; or
- b) which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund protecting such legal liability; or
- c) when **Your Vehicle** is being used as a **Tool of Trade**;
- d) arising from **Your Vehicle** which is not registered for use on public roadways.

No cover for legal liability after a Total Loss

Cover will cease on the date that **We** confirm **We** will pay **Your** Claim for the **Total Loss** of **Your Vehicle**.

2. **Legal liability for bodily injury to other people**

Cover is available to **You**, or a currently licensed driver of **Your Vehicle** driving **Your Vehicle** with **Your** consent, for legal liability for death or bodily injury arising out of the use of **Your Registered Vehicle** which cannot be insured by

- a) any compulsory liability insurance or statutory insurance scheme; and
- b) the reason or reasons why the compulsory liability insurance or statutory insurance scheme does not apply does not involve a breach by **You** of legislation relating to motor **Vehicles**,

from one or more of the following events:

- a) driving or being in charge of **Your Vehicle** or a **Substitute Vehicle**;
- b) goods being carried by or falling from **Your Vehicle** or a **Substitute Vehicle**;
- c) loading or unloading **Your Vehicle** or a **Substitute Vehicle**.

We will also cover the legal liability of a passenger travelling in or getting into or out of **Your Vehicle** with **Your** permission, or the permission of a currently licensed driver driving or in charge of **Your Vehicle** with **Your** consent.

3. **Maximum limit**

The maximum amount **We** will pay in total for all claims under this section for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$20,000,000.



Additional benefits (applying to Third Party Liability cover)

1. *Substitute Vehicle*

Cover is available to **You** for legal liability, for loss or damage to a third party's property while using a **Substitute Vehicle**. The maximum **Limit of Liability** for this section is \$20,000,000.

Cover will not be available under this subsection for **Your** legal liability:

- a) when a claim for the **Total Loss** of **Your Vehicle** has been accepted by Us; or
- b) when the **Substitute Vehicle** is unregistered; or
- c) for accidental loss or damage to the **Substitute Vehicle**.

2. *Uninsured Vehicle*

Cover will be available for loss or damage to **Your Vehicle** arising from an accident during the **Period of Insurance** caused by the driver of an uninsured **Vehicle**. **We** will cover **You** for up to a maximum amount of \$5,000 including the cost of protection, removal and towing. **You** can only claim under this extension if **You**:

- a) did not contribute to the cause of the accident; and
- b) can provide Us with the name and address of the person responsible for the accident, and
- c) can provide the registration number of the other **Vehicle**.

3. *Legal costs*

Subject to our agreement in writing **We** will pay for all legal costs and expenses arising from liability covered by Third party property damage cover of Section 3.

Legal costs and expenses relating to any criminal or traffic proceedings will not be covered by this **Policy**.

Option 3 – Third Party Liability, Fire and Theft

Your Schedule will show if **You** are insured for **Third Party Liability, Fire and Theft** cover.

What You are covered for

1. *Legal liability for damage to other people's property*

Cover is available for **Your** legal liability to pay compensation for loss or damage to a third party's property caused by a motor **Vehicle** accident during the **Period of Insurance** which is partly or fully **Your** fault.

Cover will only apply if **Your** legal liability for loss or damage to someone else's property arises out of the use of:

- a) **Your Vehicle**; and/or
- b) a caravan, trailer or anything lawfully towed by **Your Vehicle**.

Cover is also available for the legal liability for loss or damage to a third party's property of:

- a) any person who is driving, using or in charge of **Your Vehicle** with **Your** permission;
- b) a passenger travelling in **Your Vehicle** or who is getting into or out of **Your Vehicle**;
- c) **Your** employer, principal or partner arising out of **Your** use of the **Vehicle**.

Cover for legal liability is not available:

- a) when the loss or damage occurs to **Your** own property, or **Your** spouse's or de factos's property or to property which is in **Your** possession, custody or control; or
- b) where **You** are insured under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund protecting such legal liability; or
- c) where **Your Vehicle** is not registered for use on public roadways; or
- d) when **Your Vehicle** is being used as a **Tool of Trade**.

No cover for legal liability after a Total Loss

Cover will cease on the date that **We** confirm **We** will pay **Your** Claim for the **Total Loss** of **Your Vehicle**.

2. *Legal liability for bodily injury to other people*

Cover is available to **You**, or a currently licensed driver of **Your Vehicle** driving **Your Vehicle** with **Your** consent, for legal liability for death or bodily injury arising out of the use of **Your Vehicle** which cannot be insured by

- a) any compulsory liability insurance or statutory insurance scheme; and
- b) the reason or reasons why the compulsory liability insurance or statutory insurance scheme does not apply does not involve a breach by **You** of legislation relating to motor **Vehicles**,

from one or more of the following events:

- a) driving or being in charge of **Your Vehicle** or a **Substitute Vehicle**;
- b) goods being carried by or falling from **Your Vehicle** or a **Substitute Vehicle**;
- c) loading or unloading **Your Vehicle** or a **Substitute Vehicle**.

We will also cover the legal liability of a passenger for death or bodily injury:

- a) travelling in; or
- b) getting into or out of **Your Vehicle**;
 - (i) with **Your** permission, or
 - (ii) the permission of a currently licensed driver driving in charge of **Your Vehicle** with **Your** consent.

3. Maximum limit

The maximum amount **We** will pay for all claims under this section for damage to a third party's property and/or bodily injury cover arising from a single event or series of related events is \$20,000,000.

4. Cover for loss or damage caused by Fire or Theft

Cover is available for loss or damage to **Your Vehicle** caused by fire or **Theft** during the **Period of Insurance**.

At Our discretion, **We** will:

- a) repair **Your Vehicle**; or
- b) pay **You** the reasonable cost of repairing **Your Vehicle**; or
- c) pay **You** the **Vehicle Market Value** of **Your Vehicle**; or
- d) pay **You** the **Sum Insured** shown on **Your** Schedule;

whichever is the lesser.

The **Vehicle Sum Insured** or **Agreed Value** is inclusive of all accessories.

Your claims payment will be adjusted in accordance with the GST provision noted under 'General conditions', 'Taxation Considerations'.

Other benefits We will pay for Third Party Liability, Fire and Theft cover

1. Substitute Vehicle

Cover is available only once for **Your** legal liability, for loss or damage to a third party's property while using a **Substitute Vehicle**. The maximum **Limit of Liability** under this Section of the **Policy** is \$20,000,000.

Cover will not be available under this subsection for **Your** legal Liability:

- a) when a claim for the **Total Loss** of **Your Vehicle** has been accepted by Us;
- b) when the **Substitute Vehicle** is unregistered; or
- c) for accidental loss or damage to the **Substitute Vehicle**.

2. Legal costs

Subject to our agreement in writing, **We** will also pay for reasonable legal costs and expenses in defending any court proceedings arising from liability, fire or **Theft** covered by this section of the **Policy**.

Cover is not available for legal costs and expenses relating to any criminal or traffic proceedings.

3. Towing

Where **Your Vehicle** is unsafe, unroadworthy or not driveable because of loss or damage caused by fire or **Theft**, **We** will cover the reasonable cost of the safeguarding, removal and towing of **Your Vehicle** to the nearest repairer, place of safety or any other place as agreed by **Us**.

4. Uninsured Vehicle

Cover is available for loss or damage to **Your Vehicle** arising from an accident during the **Period of Insurance** caused by the driver of an uninsured **Vehicle** up to a maximum amount of \$5,000.

This cover is only available if **You**:

- a) did not contribute to the cause the accident; and
- b) can provide:
 - (i) the registration number of the other **Vehicle**; and
 - (ii) the name and address of the person responsible for the accident.



Option 4 – Fire and Theft

Your Schedule will show if **You** are insured for **Fire and Theft** cover.

What You are covered for

1. Fire and Theft

Cover is available for physical loss or damage to **Your Vehicle** caused by fire or **Theft** during the **Period of Insurance**.

At Our discretion, **We** will:

- a) repair **Your Vehicle**; or
- b) pay **You** the reasonable cost of repairing **Your Vehicle**; or
- c) pay **You** the **Vehicle Market Value** of **Your Vehicle**; or
- d) pay **You** the **Sum Insured** shown on **Your Schedule**,

whichever is the lesser.

The **Vehicle Sum Insured** or **Agreed Value** is inclusive of all accessories.

Your claims payment will be adjusted in accordance with the GST provision noted under 'General conditions', 'Taxation Considerations'.

Specific Exclusions under Option 4 – Fire and Theft

We will not pay for:

- a) wear and tear, rust or corrosion of **Your Vehicle**.
- b) any loss suffered due to loss of use of **Your Vehicle**.
- c) mechanical or electrical breakdowns, failures or breakages to **Your Vehicle**.
- d) damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.
- e) accidental loss or damage to **Your Vehicle** after an accident, **Theft** or breakdown except where **You** have taken reasonable steps to protect or safeguard it.
- f) loss or damage which occurs while **Your Vehicle** is being used for any different purpose of Us as stated in **Your Schedule**.
- g) loss or damage which occurs while **Your Vehicle** is being used for commercial bulk transportation of any 'Dangerous goods' under the Australian Dangerous Goods Code.

Specific exclusions – What is not covered under Section 3

The following additional exclusions apply to Section 3 of the **Policy**:

1. **We** will not cover **Your** claim if, at the time of any accidental loss, damage or liability which results in a claim, **Your** Vehicle, or a Substitute Vehicle (or any trailer or caravan attached to the vehicle), was:
 - a) **Carrying passengers for hire, fare or reward**
being used to carry passengers for hire, fare or reward except under a private pooling arrangement.
 - b) **Declined Driver**
driven by a 'Declined Driver' as nominated in **Your Schedule**.
 - c) **Motor sport**
being used for any motor sport, time trial or was being tested in preparation for any motor sport or time trial.
 - d) **Motor trade**
being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.
 - e) **Overloaded vehicle**
being used to:
 - (i) carry a number of passengers; or
 - (ii) carry or tow a load;
greater than that for which **Your Vehicle** was constructed.If **You** can prove that the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers **We** will not refuse **Your** claim.
 - f) **Unroadworthy or Unsafe vehicle**
being used in an unsafe or unroadworthy condition.



If **You** can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of the **Vehicle**, **We** will not refuse **Your** claim.

g) **Under the influence**

being driven by **You**, or any other person:

- (i) under the influence of any drug or intoxicating alcohol; or
- (ii) who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or
- (iii) who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- (iv) who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

If **You** can satisfy **Us**, **You** had no reason to suspect that the driver was affected by alcohol or any drug **We** will not refuse **Your** claim.

2. **We** will not cover **You** for legal liability in respect of **Your Vehicle** or mobile farm machinery for personal injury or death:

- a) for any amount of a claim over that recoverable under any:
 - (i) statutory or compulsory insurance policy or any statutory or compulsory insurance; or
 - (ii) compensation scheme or fund;
- b) if the event or series of related events that gives rise to the legal liability or any part of it is otherwise insured by any:
 - (i) statutory or compulsory insurance; or
 - (ii) compensation scheme or fund as it existed at the commencement date of the relevant period of insurance, even though there may have been a change in the law during that period of insurance; or
 - (iii) compensation scheme if it were not for the application of any excess or deductible applying under that compensation scheme.
- c) if the legal liability would have been covered in any way if **You** had not failed to otherwise:
 - (i) insure **Your Vehicle**;
 - (ii) register **Your Vehicle**; or
 - (iii) comply with the requirements of any:
 - i. statutory or compulsory insurance policy; or
 - ii. statutory or compulsory insurance; or
 - iii. compensation scheme or fund.
- d) to any:
 - (i) person driving or in charge of **Your Vehicle**;
 - (ii) of **Your Employees**; or
 - (iii) member of **Your Family**;
- e) in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury);
- f) arising from an intentional act by **You** or any other person;
- g) for any claim for exemplary, punitive or aggravated damages;
- h) unless **You** or the person claiming under Section 3 – Motor Vehicles have notified **Us** of a claim under Section 3 – Motor Vehicles within 6 months of **You** or that person first becoming aware of an intention to make a claim against **You** or that person;
- i) when **Your Vehicle** is being used as a **Tool of Trade**; or
- j) if **Your Vehicle** is outside of Australia at the time of loss or damage; or
- k) from the date **We** confirm that **Your Vehicle** is a **Total Loss**, unless **We** replace **Your Vehicle** under Additional benefit 3 – Replacement of new vehicle after a Total Loss (Private Motor OR Farm Motor (utility or van only)), in which case cover is provided for the replacement vehicles until the end of the **Period of Insurance**.

3. **We** will not cover any claim caused by or arising directly or indirectly, out of or in connection with:

- a) **Breakdown**
mechanical or electrical breakdowns, failures or breakages to **Your Vehicle**.
- b) **Dangerous Goods**
loss or damage which occurs while **Your Vehicle** is being used for commercial bulk transportation of any 'Dangerous Goods' as classified under the Australian Dangerous Goods Code.
- c) **Loss of use**
any financial loss suffered due to loss of use of **Your Vehicle**.



- d) **Renting a vehicle**
 - (i) any costs associated with the loan of a **Vehicle**; or
 - (ii) the cost of renting a **Vehicle**;
 - (iii) except for cover provided in:
 - i. “Additional benefits (applying to Comprehensive cover)”, “Rental car following Theft”;
 - ii. “Additional benefits (applying to Comprehensive cover)”, “Transportation costs”;
 - iii. “Specific options for Comprehensive cover”, “Rental or loan car following an accident”.
- e) **Tyres**
damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.
- f) **Vehicle** used for different purpose
loss or damage which occurs while **Your Vehicle** is being used for a different purpose from the description of use stated in Your Schedule.
- g) **Vehicle** protection
accidental loss or damage to **Your Vehicle** after an accident, **Theft** or breakdown except where You have taken reasonable steps to protect or safeguard it.
- h) **Wear**
wear and tear, rust or corrosion of **Your Vehicle**.

Specific conditions (applying to Section 3)

1. Replacement Vehicle

Temporary cover for **Your** replacement **Vehicle** will be provided by **Us** from the date of purchase of the replacement **Vehicle** for a period of 30 days. Cover will only be extended to the replacement **Vehicle** if **You**:

- a) give full written details of the replacement **Vehicle** during the 30-day temporary cover period;
- b) obtain our agreement to cover **Your** replacement **Vehicle**; and
- c) an extra **Premium** is paid.

The cover is only available subject to **You** immediately advising **Us** if:

- a) the value of the replacement **Vehicle** exceeds \$100,000;
- b) the replacement **Vehicle** is not similar to other **Vehicles** insured under Section Three; or
- c) the replacement **Vehicle** is intended to be used for any other purpose other than the purposes shown in **Your Schedule**.

The cover for the replacement **Vehicle** will be limited to the cover provided for **Your Vehicle**.

2. Change of cover details

You must tell **Us** immediately if, during the **Period of Insurance**:

- a) the **Nominated Drivers** of **Your Vehicle** change; or
- b) the place where **Your Vehicle** is regularly garaged/kept changes; or
- c) **Your Vehicle** is modified in a manner that affects its value or performance in any way.

Upon receipt of this information **We** may:

- a) alter the terms and conditions of this **Policy**;
- b) charge **You** additional **Premium**; or
- c) decide not to offer to renew this **Policy**.

Prior to agreeing to renew this **Policy**, **You** must advise **Us** if, during the current **Period of Insurance**, **You** or any person who is a regular driver of **Your Vehicle** has:

- a) been convicted of or had any fines or penalties imposed for any driving related alcohol or drug offences or are currently awaiting a court hearing or have charges pending for such offences;
- b) had a driver’s licence cancelled or suspended or been restricted or disqualified from holding a driver’s licence for any period;
- c) been responsible for causing any motor **Vehicle** accident; or
- d) had any motor **Vehicle** damaged or stolen.

3. Combine harvesters

The following condition must be met for cover to be available for combine harvesters insured under Section 3: Motor **Vehicles**.

You must carry two water-based foam filled fire extinguishers containing ‘aqueous film forming foam’ and comply with Bush Fire Regulations (and/or a Harvesting Code of Practice) in force in the state or Territory in which **Your Farm** is located or in which an insured combine harvester is operated.

This condition must be complied with before insurance is taken out. If immediately prior to fire, loss or damage, **Your** failure to comply with this condition could reasonably be considered to have caused or contributed to the loss or damage from fire (and especially a fuel, lubricant, hydraulic or other oil-based fire), **We** may be entitled to reduce **Your** claim to the extent of our prejudice. This could result in the claim being reduced to nil.

Making a claim under Section 3

What happens after **You** make a claim

Excess

Unless stated otherwise in **Your Schedule** the Basic excess for **Private Motor** is \$750, and for **Farm Motor** is 1.5% of **Sum Insured** (subject to a minimum of \$750).

1. Excess

Different types of **Excess** may apply to **You** or the driver of **Your Vehicle** at the time of the claim. **Your Schedule** under the heading “Excess applicable to claims” sets out the **Excesses** as:

a) Basic Excess

The basic **Excess** is the first amount **You** must pay on each claim unless **We** state otherwise below. The amount of the **Basic Excess** will be shown on **Your Schedule**.

The basic **Excess** is comprised of the minimum basic **Excess**, the voluntary **Excess** and imposed **Excess**.

(i) Voluntary Excess

The voluntary **Excess** forms part of the basic **Excess**. Choosing a voluntary **Excess** allows **You** to reduce **Your Premium** by selecting a higher basic **Excess**. The voluntary **Excess** **You** choose will be shown on **Your Schedule**.

(ii) Imposed Excess

The imposed **Excess** forms part of the basic **Excess**. An imposed **Excess** may be applied due to underwriting criteria. Any imposed **Excess** amount will be shown on **Your Schedule**.

2. Standard age Excess

You must pay the age **Excess** shown in **Your Schedule** in addition to the basic **Excess** if **You** make a claim for an accident when **Your Vehicle** was being driven by or was in the charge of a driver under the age of 25. The standard Age **excess** will not be added to the **Heavy Motor Vehicle Excess** if the latter applies to any claim.

3. Declared inexperienced driver Excess (Private Motor only)

You will need to pay an inexperienced driver **Excess** in addition to any other **Excess** payable if **You** make a claim for an accident when **Your Vehicle** was being driven by or was in the charge of a driver over the age of 25 who has not held an Australian driver’s licence for more than two years.

4. Undeclared inexperienced driver Excess (Private Motor only)

When **Your Schedule** shows there is a driver **Excess** on the **Policy**, the driver **Excess** will be applied to claims which occur when **Your Vehicle** is being driven by the person listed. This **Excess** is in addition to other **Excesses** applicable to this **Policy**.

5. Undeclared Young driver Excess (Private Motor only)

If **You** make a claim for an accident when **Your Vehicle** was being driven by or was in the charge of a driver under the age of 25, who was not listed in **Your Schedule**, the undeclared **Young** driver **Excess** shown on **Your Schedule** must be paid in addition to the basic **Excess** and age **Excess**.

You will not have to pay an undeclared **Young** driver **Excess** if the driver:

- (i) had been paid by **You** to repair, service or test **Your Vehicle**;
- (ii) was a learner driver accompanied by the holder of a full unrestricted Australian driver’s licence;
- (iii) was found guilty of the **Theft** or illegal use of **Your Vehicle**; or
- (iv) was an attendant at a car park.

6. **Tipping Excess (Farm Motor only)**

Where loss or damage occurs to the motor **Vehicle** while its tipping hoist/device mechanism is in operation **Your** total **Excess** will increase by 100%.

7. **Heavy Motor Vehicle / articulated vehicle – inexperienced driver excess (Farm Motor only)**

This **excess** applies to drivers not noted in **Your Schedule**. Where at the time of an accident a **Heavy Motor Vehicle** is an articulated motor **Vehicle**:

- (i) being driven by or is in the charge of a person under 25 years of age,
- (ii) or the person driving or in charge of the motor **Vehicle** has less than two years driving experience in Australia for these motor **Vehicles**; or

Where at the time of an accident a **Heavy Motor Vehicle** is a rigid body motor **Vehicle**:

- (i) being driven by or is in the charge of a person under 21 years of age, or
- (ii) the person driving or in charge of the motor **Vehicle** has less than two years driving experience in Australia for these motor **Vehicles**,

an excess of \$5,000 per motor **Vehicle** will apply.

8. **Farm radius excess (Farm Motor only)**

Applicable to a **Heavy Motor Vehicle** that is an articulated motor **Vehicle** or trailer with a Gross Vehicle Mass (“GVM”) / Gross Combination Mass (“GCM”) greater than 12,000 kilograms.

If the relevant motor **Vehicle** is outside a radius of 250 kilometres or the **Heavy Motor Vehicles** radius shown in **Your Schedule** from **Your Farm** at the time of an accident, then the total excess payable will be the greater of:

- (i) \$5,000; or
- (ii) an additional 100% of **Your** standard **Excess**.

For the avoidance of doubt, it is agreed that no additional **excess** applies whilst operating within the **Heavy Farm Motor** kilometre radius of **Your Farm** shown in **Your Schedule**.

Excess not applicable

Your Excess will not apply if:

- a) the driver of **Your Vehicle** at the time of the accident did not contribute to the cause of the accident; or
- b) **Your Vehicle** was damaged while parked,

provided there was another at fault **Vehicle** involved, and **You** supply **Us** with the:

- a) the registration number of the other **Vehicle(s)** involved in the accident; and
- b) name and address and licence number of the driver at fault.

You will also not have to pay any age (young driver), undeclared young driver, or inexperienced driver **Excess** if **You** are claiming for any of the following:

- a) windscreen or window glass damage only;
- b) **Theft**;
- c) hail, **Storm** or **Flood** damage;
- d) malicious damage; or
- e) damage to **Your Vehicle** while parked.

Who is at fault

We will decide whether **You** contributed to the cause of an accident.

Repairers

You have the right to appoint **Your** own repairer or request **Our** assistance to appoint a repairer. We may require a second quotation from a repairer chosen by **Us**. Upon receipt of the repair quotations **We** will choose to:

- a) authorise **Your** repairs;
- b) pay the reasonable cost of repairing **Your Vehicle**;
- c) move **Your Vehicle** to an alternative repairer, as agreed between **Us**.

If **We** agree to move **Your Vehicle** to an alternative repairer, **We** will provide **You** with a rental car for a further 3 days in addition to any other benefit under the **Policy**.



Authorising repairs

You may only authorise emergency repairs as defined in the **Policy** and **You** are not authorised to undertake further repairs without **Our** consent.

Prior to making any decision regarding **Your** claim and repairs to **Your Vehicle**, **We** may need to inspect **Your Vehicle**. **We** will appoint a motor **Vehicle** assessor who will make the necessary arrangements with **You**.

Spare parts, extras and accessories

If **We** are unable to repair the part, **We** use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used but **We** will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any spare part, extra or accessory.

In the event that any spare part, extra or accessory cannot be obtained immediately, **We** may choose to pay **You** the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

Sublet repairs

If **Your Vehicle** requires **Us** to engage the services of a specific specialist repairer and or supplier, **We** may sublet that component to such repairer or supplier.

Guarantee and warranty

Materials and workmanship on repairs authorised by **Us** are guaranteed for as long as **You** own or lease **Your Vehicle**. This guarantee is not transferable.

Total Loss – Salvage of vehicle

If **Your Vehicle** is a **Total Loss**, **We** may exercise **Our** option to retain any salvage, including accessories. If **We** do not exercise **Our** option, **We** will not have any obligation to remove such salvage.

Total Loss – Payment of unpaid Premium

When **Your Vehicle** is a **Total Loss**:

- a) if **We** have agreed to replace **Your Vehicle**, **You** must pay **Us** the balance of any unpaid **Premium** or instalments for the **Period of Insurance**.
- b) if **We** agree to pay **You** the **Vehicle Market Value** or the **Sum Insured**, the amount of any unpaid **Premium** for the **Period of Insurance** will be deducted from the amount payable to **You**.

Total Loss – No return of Premium

If **Your Vehicle** is a **Total Loss** and **We** have agreed to pay the **Vehicle Market Value** or the **Sum Insured** for **Your Vehicle**, **We** shall not return any unused portion of **Premium**.

Specific Definitions in Section 3

There are some words in this section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Declined Driver	means a driver, noted in Your Schedule as a declined driver who is not insured under this Policy .
Heavy Motor Vehicles	means a motor Vehicle or trailer with a gross Vehicle mass or gross combination mass of 12,000 kilograms or greater. For the purposes of this definition Heavy Motor Vehicles includes headers and harvesters.
Nominated Driver	means a driver, noted in Your Schedule as a Nominated Driver You have advised Us will drive Your Vehicle . If during the currency of the Policy , any person under 25 years of age becomes a Nominated Driver You must inform Us immediately.
Registered Vehicle	a Vehicle which has been registered with the relevant State Body to be driven on a public road.
Substitute Vehicle	means a Vehicle similar to Your Vehicle which has been hired or borrowed because Your Vehicle is being repaired, serviced or is not driveable because of a mechanical breakdown.

Word(s)	Meaning
Total Loss	means We have determined that it is either unsafe or uneconomical to repair Your Vehicle .
Vehicle Agreed Value	means the amount which We agree to cover Your Vehicle for as shown in Your Schedule .
Vehicle Market Value	means the cost to replace Your Vehicle with a Vehicle of the same make, model, age and condition as Your Vehicle immediately prior to the loss or damage but excluding costs and charges for Vehicle registration, compulsory third-party cover, stamp duty transfer, dealer warranty costs or transfer fees.
Vehicle Usage	<p>means the use of Your Vehicle between Private Motor or Farm Motor, as declared by You, where:</p> <p>a) Private Motor means any vehicle which:</p> <ul style="list-style-type: none"> (i) is registered as a private vehicle; and (ii) is not used for income earning purposes; and <p>b) Farm Motor means a motor vehicle predominantly used in Your Farming Business.</p> <p>The Vehicle Usage is shown on Your Schedule.</p>
Vehicle	<p>means any Vehicle shown on Your Schedule including:</p> <p>a) its standard tools and factory fitted accessories;</p> <p>b) its fitted or non-standard extras, modifications and accessories which You have listed on Your Proposal or given Us details of later and which We have accepted and Specified on Your Schedule;</p> <p>c) its unspecified fitted or non-standard extras, modifications and accessories up to \$5,000 or 25% of the Sum Insured whichever is the lesser;</p> <p>d) equipment and apparatus fixed to it such as radio receivers, roof racks, telephones, compact disc players, radios, tarpaulins, gates and chains.</p> <p>Your Vehicle does not include:</p> <p>a) mobile phones which are capable of operation when removed from the motor Vehicle unless they are in the motor Vehicle's car kit at the time of loss or damage; or</p> <p>b) radar detectors; or</p> <p>c) any goods being carried by the motor Vehicle.</p>

SECTION 4 – MACHINERY AND ELECTRONIC BREAKDOWN

This section covers the **Breakdown** of **Plant and Machinery** or **Electronic Equipment** at **Your Farm**. **Your Schedule** will show if **You** are insured under Section 4.

A. Plant and machinery breakdown – What you are covered for

Cover is available for loss or damage to **Your Plant and Machinery** caused by **Breakdown** which occurs during the **Period of Insurance**.

You may choose from two types of cover:

- a) **Blanket Machinery** cover; and/or
- b) **Specified Machinery** cover.

Your Schedule will show if **You** have **Blanket Machinery** cover, **Specified Machinery** cover or both.

B. Electronic equipment breakdown – What you are covered for

Cover is available for loss or damage to **Your Electronic Equipment** caused by **Breakdown** occurring during the **Period of Insurance**.

We do not offer Blanket cover for **Electronic Equipment**. **You** must therefore specify each item of **Electronic Equipment** that **You** wish to insure.

Plant and machinery breakdown – Specific conditions of cover

The following conditions apply to the cover **You** have selected:

Blanket Plant and Machinery Cover

- a) Cover is restricted to a limited range of eligible pumps and equipment in the smaller to midsize range. **We** have identified these in the proposal form completed by **You**; and
- b) **You** must declare the total number of items:
 - (i) present at **Your Farm**;
 - (ii) that fall within the range of eligible items for **Blanket Machinery**;
 - (iii) as indicated on the proposal form;
 - (iv) at the time of requesting insurance cover and when this section of **Your Policy** is varied or renewed.

Specified Plant and Machinery Cover

- a) All other items not identified as an eligible item for **Blanket Machinery** cover that you elect to insure, can be insured as a **Specified** item.

In the event of a claim, where a **Specified** item cannot be clearly identified from any similar items not **Specified** on **Your Schedule**, the **Sum Insured** for the **Specified** item on **Your Schedule** will be the **Sum Insured** listed on **Your Schedule** for that **Specified** item divided by the total number of similar items at **Your Farm** at the time of the **Occurrence**.

If the conditions pertaining to **Blanket Machinery** cover set out above are not satisfied, then **We** will not provide any cover for **Blanket Machinery**.

In addition to complying with **General Conditions**, on the happening of an **Occurrence** which gives rise to a claim under this section, **You** must:

- a) take all reasonable steps to minimise the extent of the loss;
- b) preserve any damaged or defective part or items and make them available to Us for inspection.

Our liability will cease for any plant which has sustained damage and is operated without having been repaired in a manner consistent with generally accepted rules of engineering practice.

What We will pay for

Plant and machinery breakdown

In the event of **Breakdown** under this section **We** will pay **You**:

- a) up to the **Sum Insured** for **Specified Machinery** items; or
- b) up to the **Limit Any One Loss** for **Blanket Machinery**,



for the reasonable cost of repairs or replacement necessary to return the **Plant and Machinery** to its former state of operation including the cost of dismantling, re-erection and removal of debris.

Our liability inclusive of these additional costs will not exceed the **Sum Insured** or the **Limit Any One Loss** as the case may be, shown in **Your Schedule**.

All damage which can be repaired must be repaired, however should the **Plant and Machinery** be uneconomical to repair due solely to the nature of the damage, settlement will be as follows:

1. **Blanket cover**

For items less than 6 years old, **We** will pay the lesser of:

- a) the cost to replace the **Plant and Machinery** with an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the **Plant and Machinery** when new; or
- b) the limit any one item shown in **Your Schedule** for **Blanket Machinery** cover.

For items more than 6 years old, **We** will pay the installed value of the item depreciated by 10% per annum for each year of service to a maximum depreciation of 70%.

2. **Specified Machinery**

For **Specified Machinery** items less than 6 years old, **We** will pay **You** the lesser of:

- a) the cost to replace the **Plant and Machinery** with an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the **Plant and Machinery** when new;
- b) the reasonable costs of restoring the **Plant and Machinery** to its former working order; or
- c) the **Sum Insured** for the **Plant and Machinery** item shown in **Your Schedule**.

For **Specified Machinery** items more than 6 years old, **We** will pay the lesser of:

- a) the cost to replace the **Plant and Machinery** with an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the **Plant and Machinery** immediately prior to the date of loss or damage after considering depreciation, wear and tear; or
- b) the **Sum Insured** for the **Plant and Machinery** item shown in **Your Schedule**.

How We will pay Your claim under Section 4

Plant and machinery breakdown

In the event of **Machinery Breakdown** under this section **We** will pay **You**, up to the **Sum Insured** for **Specified Machinery** or the **Limit Any One Loss** per **Occurrence** for **Blanket Machinery** (less the applicable excess) for the reasonable cost of repairs or replacement necessary to return the insured item to its former state of operation including:

- a) cost of dismantling, re-erection and removal of debris
- b) replacement of refrigerant lost from an insured item as a direct result of **Breakdown**.
- c) charges for overtime and work on public holidays where necessarily and reasonably incurred
- d) freight within the Commonwealth of Australia by any recognised scheduled service, and
- e) hire of a temporary replacement item during the time taken to repair damage to any insured item.

The maximum **We** will for pay for costs in clauses (c), (d) and (e) in this section are limited to 50% of the normal cost of repair payable under this section.

We will not pay more than the **Sum Insured** shown in **Your Schedule** for:

- a) each item of **Specified Machinery**,
- b) the **Limit Any One Loss** per **Occurrence** for **Blanket Machinery**.

In the event of a claim, where a **Specified** item can't be clearly identified from any similar items not **Specified** on **Your Schedule**, the **Sum Insured** for the **Specified** item on **Your Schedule** will be the **Sum Insured** listed on **Your Schedule** for that **Specified** item divided by the total number of similar items at **Your Farm** at the time of the **Occurrence**.

If the conditions pertaining to **Blanket Machinery** cover are not satisfied, then **We** will not provide any indemnity for **Blanket Machinery**.

We will adjust **Your** claims payment in accordance with the GST provision noted under 'General conditions', 'Taxation Considerations'.

1. **Repairs**

All **Plant and Machinery** which can be repaired must be repaired, however if an item is uneconomical to repair due solely to the nature of the **Breakdown**, then settlement will be as follows:



- a) the cost of replacement of the insured **Plant and Machinery** item by an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the insured item when new;
- b) the **Sum Insured** for a **Specified** item of **Plant and Machinery**; or
- c) the **Limit Any One Loss** for **Blanket Machinery**.

We will pay the lesser (a), (b) and (c).

Our liability inclusive of these additional costs will not exceed the **Sum Insured** specified in the **Schedule**. We are not required to replace or repair the insured item exactly, but to repair or replace to an equivalent standard. The value of any salvage will be subtracted from any amount payable under this section.

Where components or manufacturer's specifications are no longer available due to obsolescence, the basis of settlement will be the cost which would have been incurred if the components or specifications had still been available.

In the event of a **Total Loss** or if the full **Sum Insured** is exhausted for **Blanket Machinery** or **Specified Machinery**, the **Sum Insured** for **Plant and Machinery** listed in **Your Schedule** will be automatically reinstated once following **Breakdown** for no extra **Premium**. If **We** pay a second **Total Loss** claim during the same **Period of Insurance**:

- a) for **Blanket Machinery** – then all cover for **Blanket Machinery** will end;
- b) for **Specified Cover** – then all cover for the relevant item of **Specified Machinery** will end;

However, **You** may apply to **Us** to reinstate cover and **We** may agree to do so subject to revised terms.

If **Your Plant and Machinery** is obsolete and components or manufacturers' specifications are no longer available, **We** will pay, at **Our** discretion:

- a) the value of the item immediately before the loss occurred, less reasonable wear, tear and depreciation; or
- b) the cost which would have been incurred if the components or manufacturers' specifications had still been available.

For each claim **You** make under this section **You** will have to pay an excess.

2. **Salvage**

The agreed value of any salvage will be deducted from any claim and the salvage will remain **Your** property.

We will adjust **Your** claims payment in accordance with the GST provision noted under 'General conditions', 'Taxation Considerations'.

Electronic equipment breakdown

If **You** are insured under this section for **Electronic Equipment**, **We** will settle **Your** claim in the following way:

- a) Where an equivalent make and model or all parts necessary for repairs are obtainable from the manufacturer or their agents at listed prices and the **Electronic Equipment** is:
 - (i) damaged beyond repair, **We** will replace the **Electronic Equipment** with a new or equivalent make and model; or
 - (ii) damaged, but the damage is repairable, **We** will restore the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new, provided that the repair work is carried out within a reasonable period.
- b) Where an equivalent make and model or all part(s) necessary for a repair is not obtainable from the manufacturer or their agents at listed prices and the **Electronic Equipment** is:
 - (i) damaged beyond repair, **We** will replace the **Electronic Equipment** with the nearest equivalent replacement based on the make, model and configuration of **Your** existing systems and programs; or
 - (ii) damaged, but the damage would have been repairable had all parts necessary for repairs been obtainable from the manufacturers or their agents at listed prices, **We** will pay an amount equal to the cost of repair had all the parts been obtainable from the manufacturer or their agents.
- c) The maximum amount **We** will pay for any one claim under Section 5 including the cost of dismantling, reassembly and removal of debris; charges for overtime and work on public holidays; and freight within Australia including air freight by a scheduled service by any recognised airline is:
 - (i) is the **Sum Insured** shown in **Your Schedule** for the damaged **Electronic Equipment**; or
 - (ii) for **Electronic Equipment**:
 - i. which is less than five years old, the cost of replacing the items destroyed with items of similar type and capacity to the insured items when new; or
 - ii. which is five years old or over, the actual value of the item immediately before the damage, whichever is the lesser.



We will adjust Your claims payment in accordance with the GST provision ('Taxation Considerations') in the **General Conditions** section of this **Policy**.

Excess

A base **Excess** shown in **Your Schedule** for **Specified Machinery** and **Electronic Equipment** will apply to each **Breakdown**. Where a repairer is required to travel more than 100 kilometres, the **Excess** will be increased by the following travel excess:

One-way distance travelled	Additional travel excess
100-250 km	\$150
250-500 km	\$250
Over 500 km	\$400

Unless stated otherwise in **Your Schedule** the applicable excess is \$750 for each claim You make.

Specific options available under Section 4

Plant and machinery breakdown

Your Schedule will show if the following option applies:

1. *Deterioration of stock*

We will cover You up to the **Sum Insured** for loss of or damage to the stock specified on **Your Schedule** while the stock is contained in a **Cold Storage Facility** cooled by the **Plant and Machinery** nominated in **Your Proposal** and caused by deterioration or putrefaction as a result of:

- a) **Breakdown** of the refrigeration machinery;
- b) sudden and unforeseen failure of the public power supply;
- c) operation of or failure to operate, controls or protective devices within the refrigeration machinery, but this does not include loss caused by the manual operation or manual setting of controls or protective devices;
- d) contamination of the stored stock by the accidental escape of refrigerant into the cold chamber; or
- e) sudden leakage of refrigerant from the refrigeration machinery or pipe system forming part of the refrigeration machinery occurring during the **Period of Insurance** at the location.

Basis of settlement applying to "Deterioration of stock"

We will pay the cost of replacement of the lost or damaged stock calculated immediately prior to the loss or damage occurring, but We will not pay more than the **Sum Insured** stated in the **Policy Summary** for the stock less the applicable excess.

The amount We pay for each claim will be reduced by the amount of the excess shown in the **Policy Summary**.

Excess – Deterioration of stock

An Excess of \$750 or 10% of the loss, whichever is the greater, applies to each claim

Specific Exclusions applying to the optional "Deterioration of stock" cover

We will not pay for:

- a) any loss or damage due to shrinkage, inherent defects or diseases;
- b) penalties for delay or detention or consequential loss or damage or liability of any nature whatsoever;
- c) loss or damage caused by improper storage, collapse of the packing material or storage structure; and
- d) loss or damage following loss of public power supply due to:
 - (i) shortage of power generation fuel or water;
 - (ii) a decision by a public power supply authority to restrict or withhold supply of power; or
 - (iii) the deliberate act of any public power supply authority.

The **Sum Insured** under this extension will be automatically re-instated following **Breakdown** for no extra **Premium**.

Electronic breakdown

Your Schedule will show if the following options apply.



1. *Increased costs of working*

We will pay any reasonable and necessary additional costs **You** incur during the **Period of Insurance** and 90 days after the **Period of Insurance**, to prevent a reduction in **Your** turnover caused by a **Breakdown** which occurs during the **Period of Insurance**.

We will not pay for additional costs incurred during the first 48 hrs following a **Breakdown** to **Electronic Equipment**.

We will pay up to the **Sum Insured** shown in **Your Schedule**.

This option will be subject to an applicable **Excess** as set out in the **Schedule**.

2. *Data Recompilation costs*

Cover is available for **Data Recompilation** costs. **We** will pay the cost to replace or reconstruct your electronic data that has been lost or damaged due to a **Breakdown**. **We** will pay up to the **Sum Insured** shown in **Your Schedule** to:

- a) replace devices containing electronic data;
- b) replace software and programmes;
- c) reconstruct **Farming Business** information stored on **Your** computer at the time of the **Occurrence**.

We will not pay:

- a) for the cost of restoring data unless the data is backed up daily and all precautions existing or agreed to for its safeguarding and retention are maintained and observed at all times; or
- b) for any loss or damage to records caused by access to **Your Electronic Equipment**, computer systems or records by persons not authorised by **You**.

We will pay up to a maximum of:

- a) the amount of the **Sum Insured** shown in **Your Schedule** for this option, except in the circumstances described in sub-paragraph b) of this option above; or
- b) the lesser of \$5,000 or the **Sum Insured** shown in **Your Schedule** for this option, for any loss or damage to **Your** records, data or software caused by computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained, and which destroys or alters the host program or other computer code or data, causing undesired program or computer system operation.

What is not covered under Section 4

Exclusions applicable to machinery and electronic breakdown

We will not cover **You** for:

- a) Damage to **Plant and Machinery** or **Electronic Equipment** outside the territorial limits of the Commonwealth of Australia;
- b) The cost of repair or replacement of **Disposable Items** other than **Disposable Items** which are necessary for the repair.
- c) The costs incurred in repairing wear and tear or gradual deterioration including:
 - (i) wear and tear due to normal operation;
 - (ii) wearing or wasting away of material caused by normal operation or resulting from atmospheric conditions, rust, erosion, or oxidation;
 - (iii) damage to a safety or protective device caused by its own operation;
 - (iv) the chipping or scratching of painted or polished surfaces; or
 - (v) slowly developing deformation or distortion.
- d) The cost of:
 - (i) carrying out of normal maintenance, such as the tightening of loose parts, recalibration or adjustments;
 - (ii) alteration, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or at a separate operation;
 - (iii) modification or alteration of insured plant to enable replacement or repair, caused by gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation);
 - (iv) replacement of lighting equipment, reticulated electrical wiring, reticulated liquid and gas piping and ducting;
 - (v) repair of scratches chipping or discolouration to painted or polished surfaces, unless resulting from Insured damage;
 - (vi) repair of a slowly developing deformation, distortion or fatigue of any part;
 - (vii) repair of blisters, laminations, flaws or grooving even when accompanied by leakage;
 - (viii) repairs to shaft keys requiring tightening, fitting or renewal;

- (ix) damage caused by the movement of foundations, masonry or brick work unless this results from **Breakdown** of any **Plant and Machinery** or **Electronic Equipment**, or any part of **Plant and Machinery** or **Electronic Equipment**; or
 - (x) the costs associated with the removal and subsequent installation of submersible pumps or well casings. This exclusion does not apply to submersible or bore pumps insured as **Specified Machinery** and provided further that the bore is fully lined. The maximum **We** will pay to remove and reinstall submersible or bore pumps insured as **Specified Machinery** is \$2,500;
 - (xi) damage caused to an insured item or items caused by any hydraulic testing or intentional loading of any kind.
- e) **Breakdown** of **Plant and Machinery** or **Electronic Equipment** which **You** knew or reasonably should have known to be defective before the **Breakdown** occurred.
 - f) Loss of use or **consequential loss** of any kind.
 - g) Loss or damage caused by or arising out of:
 - (i) impact of **Vehicles**, aircraft, aerial devices, space debris, watercraft or hovercraft;
 - (ii) failure to fulfil all relevant provisions for installation and certification of the insured **Plant and Machinery** or **Electronic Equipment**, or lack of maintenance;
 - (iii) riot, strike, lock out or civil commotion;
 - (iv) extinguishing a fire including subsequent demolition or repair work;
 - (v) chemical explosion (other than explosion of flue gas in boilers);
 - (vi) **Theft**, other than theft resulting from forcible entry evidenced by visible damage or burglary;
 - (vii) earthquake, landslide, mud flow, subsidence, subterranean fire, or volcanic eruption;
 - (viii) cyclone, storm, hail, lightning, thunder, wind, rainwater;
 - (ix) **Flood**;
 - (x) the sea, including tidal wave, tsunami, storm surge or high-water;
 - (xi) fire, smoke or soot;
 - (xii) water seeping or percolating the building from outside;
 - (xiii) water, liquids or substances discharged or other means used to extinguish a fire;
 - (xiv) vandalism or malicious damage;
 - (xv) willful acts or gross negligence;
 - (xvi) a reduction in pressure or water flow to below ground turbine pumps, submersible pumps or motors unless fitted with an operational pressure or flow cut out switch which will stop the motor if the normal flow is interrupted;
 - (xvii) a lubricating or cooling fault or failure to any unattended engine unless the engine is fitted with an operational automatic safety engine monitoring device (such as a watchdog control, overspeed governor or temperature control unit) which will cut off the engine in the event of failure. This exclusion does not apply to refrigeration machinery unless operated by a diesel motor;
 - (xviii) self-propelled machinery, any **Vehicle** or craft designed for use in or on water or in the air including any accessories attached to them.
 - h) **Breakdown**, loss or damage caused by explosion, other than the:
 - (i) bursting or disruption of turbines, compressors, engine cylinders, hydraulic cylinders, flywheels or other parts subject to centrifugal force, transformers, switches or oil immersed switch gear; or
 - (ii) sudden and violent rending of any **boilers and pressure plant** or **pressure pipe systems** by force of internal fluid pressure of ignited flue gases but excluding other chemical action.
 - i) **Breakdown**, loss or damage caused during the course of maintenance, inspection, repair, alteration, modification or overhaul.
 - j) **Breakdown**, loss or damage caused during installation, erection or relocation.
 - k) Damage to foundations, brickwork, and refractory materials other than as a result of **Breakdown**.
 - l) **Breakdown**, loss or damage arising out of **Plant and Machinery** being subjected to tests involving abnormal stresses or arising out of or caused by being deliberately overloaded. The checking of the correct working of any insured item or of its safety installations is not considered to be testing or overloading within the context of this exclusion.
 - m) **Breakdown**, loss or damage caused by a deliberate act, neglect, willful gross negligence or omission on **Your** part.
 - n) **Breakdown**, loss or damage for which the manufacturer, supplier or other parties are responsible under a maintenance or warranty agreement or otherwise liable at law.
 - o) The cost of alterations, improvements or overhauls unless it is required for the repair or replacement.
 - p) **Breakdown**, loss or damage as a result of dual lifting.
 - q) **Air conditioners** (unless **Your Schedule** shows they are covered), vehicles, lawn maintenance equipment, portable hand-held tools, motors and pumps covered under Section 1 – Home Property, wind turbines, refrigeration or display cabinet housing.

- r) Loss or damage caused by or arising out of pollution, contamination or a hazardous substance, however caused.
- s) The costs associated with modifying the machinery so that it operates with a more ozone friendly refrigerant gas as required by the United Nations Environment Programme (“UNEP”).
- t) Loss or damage that is insured by another section of the policy.

Exclusions applicable only to plant and machinery breakdown

What **We** will not pay for:

- a) loss or damage caused by or arising from:
 - (i) computers and/or ancillary equipment including, but not limited to, electronic data processors, printers, modems, servers, disc drives, visual display units, telecommunication equipment or software. This exclusion does not apply to computers and ancillary equipment which are an integrated part of a **Milk Vat**.
 - (ii) objects made of glass or porcelain, ceramics;
- b) the cost of
 - (i) glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
 - (ii) replacement of component parts worn through normal machine operation;
 - (iii) adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment;
 - (iv) repairs to piping and other ancillary systems due to cracking of pipe work.

Exclusions applicable only to electronic equipment breakdown

We will not cover **You** for:

- a) Damage caused by faulty packing or storage or inherent defect.
- b) Damage caused to:
 - (i) glass or items of a brittle nature;
 - (ii) mobile phones;
 - (iii) **Electronic Equipment** in the open air caused by **Storm, Rainwater** or hail;
 - (iv) **Electronic Equipment** which is lost or damaged during use or recovery while in use underground, underwater or within inaccessible locations;
- c) **Breakdown** caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment.

Policy section conditions

- a) **Licencing and regulations**
If any insured equipment must be licensed under statutory obligations, by-laws, regulations, public authority requirements or safety requirements, **You** must obtain any licenses as required and use the machinery or electronic equipment as specified in the license.
- b) **Inspection**
We or **Our** authorised representatives have the right to make inspections of machinery or electronic equipment at any reasonable time. Neither this right to make inspections nor making them is an undertaking to **You** or others that the insured equipment is safe and not hazardous or injurious to health.
- c) **Obligation to prevent loss**
If **We** or our authorised representative discover machinery or electronic equipment in or exposed to a dangerous condition, **You** must comply with any direction provided by **Us** or **Our** representatives to prevent loss. If **You** do not comply within 30 days of receiving the direction, **We** may refuse to pay a claim and cancel **Your policy**.
- d) **One breakdown**
If either:
 - (i) a **Breakdown** of **Plant and Machinery** or **Electronic Equipment** causes the **Breakdown** of other insured property; or
 - (ii) a series of **Breakdowns** occur at the same time, as a result of the same cause;
 they will all be considered as one **Breakdown** for the purpose of applying the excess, the relevant insured amount and any other limit or sub-limit in this policy section.
- e) **Claims procedures and requirements**
You must notify us prior to commencement of any repairs in excess of \$750 to ensure repairs are acceptable to Us, and Your repairer must leave all replaced parts at **Your Farm** for our inspection.

Specific Definitions in Section 4

There are some words in this section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Blanket Machinery	means a 'first loss' cover for all eligible Plant and Machinery at Your Farm other than: <ol style="list-style-type: none"> Specified Machinery; and any machinery items excluded under the definition of Plant and Machinery; up to the amount stated as the Limit Any One Loss shown in Your Schedule .
Breakdown	means a sudden and accidental failure of Plant and Machinery or Electronic Equipment resulting in physical damage to the Plant and Machinery or Electronic Equipment that becomes apparent at the time it occurs and which requires the immediate repair or replacement, in whole or in part, for the continuation of normal operation. <p>Breakdown does not mean:</p> <ol style="list-style-type: none"> depletion, deterioration, corrosion or erosion of material; wear and tear; vibration or misalignment; the functioning of any safety device or protective device; or the failure of a structure or foundation supporting the Plant and Machinery or Electronic Equipment.
Cold Storage Facility	means any insulated refrigerator or freezer or any room, container or vat that is refrigerated by Plant and Machinery insured under this Section.
Data Recompilation	means the costs necessarily incurred in recreating, gathering, assembling and restoring data lost as a result of damage, to a condition equal to that which existed prior to the damage, including the cost of overtime.
Electronic Equipment	means the electronic equipment or computer(s) which You own or for which You are responsible specified in Your Schedule , used in the ordinary course of Your Farm Business .
Disposable items	<ol style="list-style-type: none"> Electrical and electronic glass bulbs, tubes, x-ray tubes, contacts, fuses and heating elements; Tracks, rails, wear plates, cutting edges, tools, dies, engraved cylinders, moulds, patterns, shear pins, filters, chains, belts, tyres, tracks or conveyor belts and any other part or parts which require periodic replacement.
Limit Any One Loss	means the maximum amount We will pay per Occurrence stipulated in Your Schedule for the Blanket Machinery cover type in this Section.
Obsolescence	obsolescence occurs when equipment is no longer wanted even though it may still be in good working order. Obsolescence frequently occurs because a replacement has become available that has, in total, more advantages than the inconvenience related to repurchasing the replacement. Obsolescence will be taken into account on damaged or destroyed property.
Plant and Machinery	with respect to the Blanket Machinery cover option, means: <ol style="list-style-type: none"> 'Electrical and mechanical' items driven by motors with capacity not exceeding 15 kilowatts (20 HP), including electronic and other integral parts of the insured items including boilers, pressure vessels and pressure pipe systems as defined in (b) below. 'Boilers, pressure vessels and pressure pipe systems' mean the permanent structure of those insured items which are subject to internal steam, gas or fluid pressure (other than atmospheric pressure) including all direct attachments connected to the permanent structure and includes with respect to boilers the rotating, reciprocating or electrical apparatus attached to them, which You own and which are used in the ordinary course of Your Farm Business. With respect to the Specified Machinery cover option, means items You have nominated including electronic and other integral parts of the insured items that are listed on Your Schedule as specified items under this Section, which You own and which are used in the ordinary course of Your Farm Business .

Word(s)	Meaning
Plant and Machinery (Cont.)	<p>Plant and Machinery does not include:</p> <ul style="list-style-type: none"> a) wind turbines, b) submersible pumps with respect to cover 1 (Blanket cover) c) Vehicles or mobile plant d) research, diagnostic and electro medical equipment, e) computers, electronic data processing equipment, office equipment, telecommunication transmitting and receiving equipment, audio visual amplification and surveillance equipment f) domestic appliances, television sets, videos, gambling or amusement machines, lifts or escalators.
Milk Vat	<p>means a bulk milk tank used for the purposes of cooling and storing milk. For the purpose of this definition Milk Vat includes all of the associated milking machinery motors, compressors as well as milking pumps and motors for wash down and milk transport.</p>

SECTION 5 – THEFT

Theft – what You are covered for

Cover is available for **Theft**, as well as loss or damage resulting from **Theft** (or attempted **Theft**) which occurs in Australia during the **Period of Insurance**. **We** will cover **You** for **Theft** of any **Insured Property** that **You** have chosen to cover under Section 2 of this **Policy**, as listed on **Your Schedule**.

Your Schedule will show if **You** have cover for **Theft** under Section 5.

How We will pay Your claim under Section 5

1. **Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Fencing, Hay, Livestock or Farm Produce and Wool.**

At **Our** discretion, **We** will:

- a) repair, replace or reinstate **Your Farm Buildings, Farm Infrastructure and Improvements, Farm Contents, Farm Machinery, Fencing, Hay, Livestock, Farm Produce or Wool**; or
- b) pay **You** the reasonable cost of repairing or replacing **Your Farm Buildings, Farm Infrastructure and Improvements, Farm Contents, Farm Machinery, Hay, Livestock, Farm Produce or Wool**; or
- c) pay **You** the **Sum Insured** for **Theft** under Section 5 shown in **Your Schedule** for **Farm Buildings, Farm Infrastructure and Improvements, Farm Contents, Farm Machinery, Hay, Livestock, Farm Produce or Wool**,

specified on **Your Schedule**, whichever is the lesser.

The amount **We** will pay will not exceed:

- a) For specified **Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Fencing, Hay, Farm Produce and Wool**
 - (i) In respect of the asset types stated in (a) above, the **Sum Insured** specified in the **Farm Property** section for each item or the **Market Value** of insured items up to the **Sum Insured** in the **Theft** section, whichever is the lesser.
- b) For **Specified Farm Machinery**
 - (i) Unless stated otherwise in **Your Schedule**, the **Market Value** of the item but no more than \$10,000, any one claim.
- c) For **Livestock**

The lesser of the amount of:

- (i) \$2,000 per animal; or
- (ii) the **Market Value of Livestock**; or
- (iii) the values per animal as set out in Section Two – Farm Property multiplied by the number of **Livestock** stolen;

Unless otherwise stated in **Your Schedule** the most **We** will pay:

- (i) for any one animal is \$2,000; and
- (ii) for any one claim is \$7,500; and
- (iii) per **Period of Insurance** is the **Sum Insured** for **Livestock** in Section 5 – Theft.

- d) For **Unspecified Farm Infrastructure and Improvements, Unspecified Farm Buildings or Unspecified Farm Machinery**

- (i) Unless stated otherwise in **Your Schedule**, the **Market Value** of the item, but no more than \$5,000 any one claim.

2. **Money**

We will pay **You** the lesser of:

- a) the value of **Money** that was lost or stolen; or
- b) the **Sum Insured** stated in **Your Schedule** for **Money**.

We may adjust **Your** claims payment in accordance with the GST provision noted under ‘General conditions’, ‘Taxation Considerations’.



Additional benefits applying to Section 5

1. Temporary repairs

We will pay the cost of making temporary repairs to **Your Farm Buildings** which have been caused by **Theft** or attempted **Theft** following forcible entry.

The maximum amount **We** will pay for this benefit is \$2,500 in addition to the **Sum Insured** for **Theft**.

2. Locks or Electronic Security systems

We will pay the costs incurred as a result of the necessary replacement or adjustment of locks or electronic security systems at **Your Farm** location following **Theft** or accidental loss of keys or access cards.

The maximum amount **We** will pay under this benefit is \$2,500 in addition to the **Sum Insured** for **Theft**.

Specific exclusions – What is not covered under Section 5

General exclusions which apply to all sections of this **Policy** appear in the section headed 'General exclusions'.

The following additional exclusions apply to Section 5 of the **Policy**:

Section 5 of this **Policy** does not cover loss, damage or destruction caused by **Theft** or attempted **Theft**:

- a) from any unlocked and unattended motor **Vehicle** away from **Your Farm** at the time of loss or damage;
- b) by **You**, any member of **Your Family** or **Your Employees** including contractors, sub-contractors or any other person while lawfully at **Your Farm** (unless the permission was obtained fraudulently);
- c) without tangible evidence or proof of loss;
- d) which is insured under another Section of this **Policy**;
- e) unexplained inventory shortages or disappearances resulting from clerical or accounting error;
- f) or consequential loss of any kind;
- g) where, to the extent permitted by law, any loss or damage is in whole or in part, insured under any other policy entered into by **You**; or
- h) of:
 - (i) credit card, stamps, negotiable instruments;
 - (ii) **Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay, Livestock, Farm Produce** or **Wool** where **Your Farm** has been **Unattended** for more than 60 days;
 - (iii) growing or standing crops, trees or shrubs or other growing vegetation;
 - (iv) caravans, trailers, pleasure crafts, aircraft or any of their accessories, equipment and/or spare parts;
 - (v) personal effects of any kind;
 - (vi) **Money** unless specifically insured under this **Theft** section, **Money** that is not deposited at **Your** bank by the end of the next day of business after leaving **Your Farm**, or **Money** that is covered under Section 1 – **Home Property**;
 - (vii) **Livestock** unless specifically insured under this **Theft** section; or
 - (viii) household items, domestic furniture, fixtures and fittings.
- i) if the **Farm** has been **Unattended** for any period of 60 consecutive days or longer (regardless of **Policy** commencement date).

Excess

Unless stated otherwise in **Your Schedule** the applicable excess is \$750.

Specific definitions in Section 5

There are some words in this section that have a special meaning.

These words and their meanings are listed below:

Word(s)	Meaning
Farm Buildings, Farm Contents, Farm Machinery, Farm Infrastructure and Improvements, Fencing, Wool, Hay, Livestock or Farm Produce	means the same as defined in Section 2 – Farm Property.

Word(s)	Meaning
Insured Property	means Farm Buildings, Farm Contents, Farm Machinery, Farm Infrastructure and Improvements, Fencing, Hay, Livestock, Farm Produce, Wool and Money whether individually or collectively.
Money	means: <ul style="list-style-type: none"> a) currency, coins or bank notes and securities; b) negotiable and non-negotiable instruments; or c) valuable documents and business records, d) which belong to You.

SECTION 6 – LAND TRANSIT

Land Transit – what You are covered for

Cover is available for loss of or damage to **Your Farm Goods** and/or **Livestock** while in a **Conveying Vehicle** on land caused by one or more of the **Listed Events** listed below which occurs during the **Period of Insurance**.

Listed Events are:

- a) fire;
- b) **Flood**;
- c) lightning;
- d) earthquake;
- e) **Tsunami**;
- f) riots, strikes, civil commotion;
- g) collision and/or overturning of the **Conveying Vehicle**;
- h) **Theft** from a locked **Vehicle**.

Additional benefits applying to this section

1. **Hiring Replacement Goods**

Cover is available for the reasonable and necessary costs for hiring replacement goods for **Your Farming Business**.

The maximum amount payable for hiring replacement goods for **Your Farming Business** during any one **Period of Insurance** is \$2,000.

2. **Loading and unloading**

Cover is available for loss of or damage to **Your Farm Goods** and/or **Livestock** during the **Loading** and **Unloading** of the **Conveying Vehicle**.

3. **Livestock**

If **We** agree to pay a claim for **Livestock** under this section, **We** will also pay:

- a) the reasonable and necessary costs for destroying the **Livestock** for humane reasons (other than costs described in paragraph b) below); or
- b) the reasonable and necessary costs for the disposal of any carcasses of **Livestock** or in the delivery of veterinary care or supplies for **Livestock**.

4. **Debris Removal**

Cover is available for the cost of removing, cleaning or disposing of **Your Farm Goods** lost or damaged by a **Listed Event** under this Section, subject to a maximum of \$2,000 in any one **Period of Insurance**.

5. **Storage during transit**

If incidental storage of the insured property is required during transit, cover is available for loss or damage caused by a **Listed Event** under Section 6, subject to a maximum of \$2,000 in any one **Period of Insurance**.

Maximum limits

Unless stated otherwise in **Your Schedule** the maximum **We** will pay for any one claim is the **Sum Insured** stipulated in **Your Schedule**.

The maximum **We** will pay:

- a) for any one head of **Livestock** is the lesser of **Market Value Of Livestock** and the values below:
 - (i) \$2,500 for Small Stock (Sheep, Goats, Pigs) and Ostriches/Emus
 - (ii) \$5,000 for Large Stock (Cattle and Buffalo), Horses, Camels, Deer, Donkeys and Alpacas/Llamas
 - (iii) \$200 for Domesticated Poultry (other than Ostriches/Emus)
- b) for all other **Farm Goods** is up to the **Sum Insured** stated in **Your Schedule**.



How We will pay Your claim

1. **Livestock**

Subject always to the maximum limit payable per head of **Livestock** set out above, **We** will at **Our** discretion pay the lesser of:

- a) the **Market Value Of Livestock** that was injured, damaged or destroyed; or
- b) the **Sum Insured** stated in **Your Schedule** for **Livestock**.

2. **Farm Goods**

At Our discretion, **We** will:

- a) repair, replace or reinstate **Your Farm Goods**; or
- b) pay **You** the lesser of:
 - (i) the reasonable cost of repairing or replacing **Your Farm Goods**; or
 - (ii) the **Sum Insured** shown in **Your Schedule** for **Farm Goods**.

We will adjust **Your** claims payment in accordance with the GST provision noted under 'General conditions', 'Taxation Considerations'.

Excess

Unless stated otherwise in **Your Schedule** the applicable excess is \$750.

Exclusions – What we will not pay for

Cover is not available if at the time of the **Listed Event** which results in the claim, the **Conveying Vehicle** was:

1. **Driver under the influence**

Driven by **You**, or any other person:

- a) under the influence of any drug or intoxicating alcohol; or
- b) who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or
- c) who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- d) who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

This exclusion will not operate if **You** had no reason to suspect that the driver was affected by alcohol or any drug.

2. **Unlocked**

Not securely locked when left unattended.

3. **Overloaded vehicle**

Used to carry or tow a load greater than that for which **Your Vehicle** was designed.

This exclusion will not operate if **You** can prove that the loss, damage or liability was not caused or contributed to by the overloading.

4. **Unlicensed driver**

Driven by **You**, or any other person, who was not licensed to drive the **Vehicle**.

This exclusion will not operate if **You** can prove that **You** did not know that the driver was unlicensed.

5. **Unroadworthy and unsafe vehicle**

Used in an unsafe or unroadworthy condition.

This exclusion will not operate if **You** can prove that the loss or damage was not caused or contributed to by the unsafe or unroadworthy condition of the **Vehicle**.

Cover is not available for:

6. **Farm Goods covered under another Section**

Farm Goods which are covered under any other section of the **Policy** for the relevant loss or damage.

7. **Goods carried for payment or reward**

Goods carried by **You** for payment or reward.



8. Household goods, household furniture or personal effects

Loss or damage to household goods, household furniture or personal effects.

9. Unexplained shortage or disappearance

Any unexplained inventory shortage or disappearance of **Farm Goods**.

10. Theft

Theft without visible evidence of forcible entry to the conveying vehicle.

Specific definitions in Section 6

There are some words in this section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Conveying Vehicle	means any road transport used to transport the Farm Goods and/or Livestock .
Farm Goods	means Hay, Farm Produce, Wool and Farm Machinery as defined in Section 2 Farm Property and any other farm supplies to be used in Your Farming Business , which You own or for which You are responsible but excluding household furniture or personal items.
Listed Events	has the meaning set out in this Section 6 – Land Transit.
Livestock	means the same as defined in Section 2 – Farm Property.
Loading	means the action of moving the Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle from the ground or adjacent loading dock and is completed when the Farm Goods or Livestock have been positioned onto the Conveying Vehicle .
Unloading	means the action of moving the Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle and is completed once the Farm Goods or Livestock have been positioned on the ground or adjacent loading dock.

SECTION 7 – PUBLIC & PRODUCTS LIABILITY

What you are covered for

1. *Legal Liability*

We will cover **You** for all amounts **You** become legally liable to pay as compensation for **Personal Injury** and/or **Property Damage** as a result of an **Occurrence** in connection with **Your Farming Business** happening during the **Period of Insurance**:

- a) anywhere in Australia; and
- b) elsewhere in the world when **You** are temporarily outside Australia, but only for the period of 90 consecutive days from the day **You** leave Australia and provided **You** normally reside in Australia.

2. *Products liability*

We will cover **You** for all liability caused by **Your Products** as a result of an **Occurrence** in connection with **Your Farming Business** happening during the **Period of Insurance**.

We will not pay more than the **Limit of Liability** shown in **Your Schedule** for all liability that is caused by **Your Products** from all **Occurrences** in connection with **Your Farming Business** during any one **Period of Insurance**.

3. *Additional costs We pay*

In addition to the **Limit of Liability**, We will pay:

- a) any legal costs and expenses We incur in relation to an **Occurrence**;
- b) all reasonable expenses (not including loss of earnings) that **You** incur, but only where We have agreed in writing to pay those reasonable expenses (reasonable consent not to be withheld); and
- c) all reasonable expenses **You** incur for emergency first aid treatment for **Personal Injury** resulting from the **Occurrence**.

The maximum amount We will pay under this clause is limited to \$250,000 for any one **Period of Insurance**.

4. *Defending legal action*

Where there is a claim made against **You**, We have the right and duty to defend the claim on **Your** behalf and in **Your** name. When We defend a claim on **Your** behalf, We may at Our discretion appoint our legal advisors and investigate, negotiate and settle any claims.

We are not obliged to pay any further amounts to or on behalf of **You** once We have discharged Our liability under this **Policy** and/or exceeded the **Limit of Liability**.

Additional benefits (applying to this section 7)

1. *Aircraft Landing Area*

Notwithstanding **Specific Exclusion 2 – Aircraft and Drones** in this Section 7, We will pay all amounts **You** become legally liable to pay as compensation for **Personal Injury** and/or **Property Damage** as a result of an **Occurrence** in connection with **Your Farming Business** happening during the **Period of Insurance** as a result of **Your** ownership, occupancy or control of any **Aircraft Landing Area** on **Your Farm**.

We will only do this if the **Aircraft Landing Area** complies with all relevant regulations, statutes and by-laws in force, and **You** do not receive payment, or are party to any contract, for the use of the **Aircraft Landing Area**.

2. *Escape of Livestock*

We will pay all amounts **You** become legally liable to pay as compensation for **Personal Injury** and/or **Property Damage** as a result of an **Occurrence** in connection with **Your Farming Business** happening during the **Period of Insurance** as a result the escape of **Livestock** from **Your Farm**.

Cover under this additional benefit is subject to you complying with all statutory obligations, by-laws or regulations requiring any owner or occupier of land on which **Livestock** are kept, to ensure that the fencing of that land is adequate to prevent the escape of that **Livestock**.

3. *Livestock droving, 'road-reserve' grazing and livestock crossings*

We will pay all amounts **You** become legally liable to pay as compensation for **Personal Injury** and/or **Property Damage** as a result of an **Occurrence** in connection with **Your Farming Business** happening during the **Period of Insurance** caused by droving, road-reserve grazing, road crossings or the otherwise movement of **Livestock**.



Cover under this additional benefit is subject to you complying with all statutory obligations, by-laws or regulations governing the droving, road-reserve grazing, livestock crossings or the otherwise movement of **Livestock** through and within any municipal district, shire, local authority or council area.

4. **Property in Your physical and legal control**

Notwithstanding **Specific Exclusion 37 – Property in Your physical and legal control** in this Section 7, **We** will pay for **Property Damage** to property that is in **Your** physical or legal control arising out of an **Occurrence** in connection with **Your Farming Business**, but only for:

- a) farm buildings which **You** rent (including the landlord's fixtures and fittings) and for which **You** are not required to insure for property damage;
- b) farm buildings (and their contents) which **You** do not own or rent but which **You** temporarily occupy to carry out work in or on the premises in connection with **Your** farm buildings (except for property damage to that part of the buildings or their contents on which **You** are working if the damage arises solely out of such work);
- c) self-propelled tractors or harvesters (including items that normally can be attached to or towed by self-propelled tractors or harvesters);
- d) **Livestock** which are not owned, leased or rented to **You**;
- e) **Your Employees'** chattels; and
- f) other property which is not owned by **You** but is in **Your** physical or legal control, which **You** are not required to insure under a contract or agreement. This does not apply to any property on which **You** are, or have been, working.

The maximum amount **We** will pay for **Property Damage** under this extension is:

- a) \$200,000 for **farm building** (including permanent fixtures) which are leased or rented to **You** for any one **Occurrence**;
- b) \$10,000 in respect of any one item of **Livestock** under **Your** control for any one **Occurrence**;
- c) \$200,000 in respect of any one item of farm property other than buildings or **Livestock** for any one **Occurrence**;

and subject always to a maximum of \$250,000 in the aggregate per **Period of Insurance**.

The **Excess** shown in **Your Schedule** applies to each claim.

5. **Registered Motor Vehicles**

Notwithstanding **Exclusion 29 – Registered Motor Vehicles** in this Section 7, **We** will pay claims for:

- a) **Personal Injury** where:
 - (i) that compulsory liability insurance or statutory indemnity does not provide indemnity; and
 - (ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by **You** of legislation relating to **Vehicles**; and
- b) **Property Damage**:
 - (i) arising out of and during the loading or unloading of goods to or from any **Vehicle**;
 - (ii) caused by or arising from the operation or use of any **Vehicle** which is designed primarily for lifting, lowering, loading, unloading, digging or drilling while being operated or used by **You** or on **Your** behalf within the confines of **Your Farm**; or
 - (iii) caused by the use of any tool or plant forming part of or attached to or used in connection with any **Vehicle**, at any work site; connected with **Your Farming Business**, provided the **Vehicle** is not being driven or towed.
- c) **Property Damage** or **Personal Injury** arising out of the ownership, possession, operation or maintenance by **You** of any **Vehicle** or mobile farm machinery (and their implements or attachments) which are connected with **Your Farming Business** and being driven or operated:
 - (i) on **Your Farm** or between **Farms** owned by **You** and insured by **Us**;
 - (ii) where **You** are working temporarily in relation to **Your Farm Business**;
 - (iii) within 75 km of **Your Farm**:
 - I. to or from a workshop for the purpose of repair or service;
 - II. in the course of delivery to **Your Farm** after purchase or sale;
- d) Loss arising from a claim made against **You** for **Property Damage** and **Personal Injury** arising from **Your** use of a registered **Vehicle** as a **Tool of Trade**, on a work site that is connected with **Your Farm Business**.

We will not pay any amount for which **You** are, or are required to be, insured by any law relating to any Workers Compensation Laws or the compensation of persons for injuries received in motor **Vehicle** accidents.



6. **Unregistered vehicles non-business use**

Cover is available for **Your** legal liability for payment of compensation in respect of death, bodily injury or illness and/or physical loss of or damage to property, arising from the ownership, custody or use of:

- a) domestic trailer not attached to any **Vehicle**;
- b) motorised wheelchair; or
- c) any unregistered **Vehicle**,

used for any purpose that is not required to be registered by law or in respect of which there is no compulsory statutory scheme of indemnity.

7. **Overspray damage**

We will pay for loss for **Property Damage** arising out of ground-based spraying operations carried out in connection with **Your Farm Business**, however **We** will not pay:

- a) for any damage to property which **You** own or have any legal or financial interest in; or
- b) loss arising from **Property Damage** for any environmental impairment that has or may have resulted directly or indirectly from the spraying.

Cover under this additional benefit is subject to you complying with all statutory obligations and by-laws or regulations relating to the storage and use of agricultural chemicals.

8. **Continuing cover after a Total Loss**

If **Your Farm Building** sustains a **Total Loss** and **We** have settled that claim, then liability cover in relation to such **Farm Building** will continue until the earliest of:

- a) any re-commencement of construction of the relevant **Farm Building at Your Farm**;
- b) the sale of **Your Farm** or any part of it;
- c) another policy that includes liability insurance being taken out in relation to **Your Farm**;
- d) the removal of debris where **Your Building** once stood at **Your Farm** is complete; or
- e) six months from the date of the event that caused the **Total Loss**.

9. **Committee member**

We will pay all amounts **You** become legally liable to pay as compensation for **Personal Injury** and/or **Property Damage** as a result of an **Occurrence** that arises from **Your** duties as a committee member of a sporting or social club.

Cover is only provided if **You** receive less than \$2,000 per annum for holding the position.

10. **Drones**

Cover is available to **You** for liability arising directly or indirectly out of **Your** ownership or control of a **Drone at Your Farm**. **We** will not cover **Your** liability directly or indirectly arising out of or in any way connected with **Drones** used beyond the boundaries of **Your Farm** and/or otherwise operated in contravention of the Civil Aviation Safety Authority regulations and/or relevant Australian laws and regulations.

11. **Incidental Farm Contracting**

Cover is available for legal liability arising out of any **Incidental Farm Contracting** activities. **We** will not provide any cover for farm contracting activities falling outside the scope of **Incidental Farm Contracting**, unless otherwise noted in **Your Schedule**.

Optional benefits available under this Section 7

If **You** have selected any one or more of the optional benefits described below, and those selections are displayed on **Your Schedule**, **You** are covered for those optional benefits.

1. **Farm Hosting**

If **You** have selected the optional benefit of **Farm Hosting** (as shown in **Your Schedule**), the definition of **Your Farming Business** is extended to include the provision of accommodation, meals and farm tours to guests of **Your Farm** for which **You** receive payment, but **We** will not cover **You** for any legal liability arising out of **Recreational Activities** undertaken by paying guests of **Your Farm**.

2. **Aerial spraying**

Notwithstanding the **Specific Exclusion 12 – Crop Spraying**, if **You** have opted in for the 'optional benefit – aerial spraying' (as shown in **Your Schedule**) cover is extended to include legal liability to pay compensation (excluding punitive, exemplary, aggravated damages) for **Property Damage** arising out of any aerial spraying application to land



or crops at **Your Farm** conducted by a licensed aerial spraying contractor engaged by **You** or on **Your** behalf, provided that:

- a) **You** do not operate or own the aerial spraying business;
- b) the aircraft used is not operated or owned by **You** or **Your Employees** and it is not in **Your** physical or legal care, custody or control; and
- c) **You** or **Your Employees** do not perform the aerial spraying application.

3. **Horse riding**

Notwithstanding **Specific Exclusion 21 – Horse riding and training events**, if **Your Schedule** shows that the ‘optional endorsement – horse riding’ applies to **Your Policy**, cover is extended to include legal liability for all amounts which **You** become legally liable to pay as compensation (excluding punitive, exemplary, aggravated damages) for **Property Damage** and/or **Personal Injury** occurring at **Your Farm** as a result of horse riding activities, including recreational horse-riding.

We will not cover **Your** legal liability:

- a) if you earn more than \$10,000 from the agistment of horses in any 12-month period; or
- b) if more than five horses are kept at **Your Farm**; or
- c) if the horse-riding activity is conducted for training, reward, payment; or
- d) for guests of **Your Farm Hosting** activities; or
- e) arising out of or in any way connected to any equestrian event organised by **You**.

All other terms, conditions and exclusions apply to this benefit.

4. **Milk tanker contamination**

If **Your Schedule** records that **You** have selected this ‘optional benefit 4. Milk tanker contamination’, **We** will cover **Your** legal liability arising out of contamination of milk contained in a milk tanker, due to the introduction of **Your** contaminated milk. We will cover **You** where the contamination is directly caused by the accidental or malicious contamination or pollution from:

- a) cleaning materials, cleaning fluids, antibiotics or pharmaceuticals used in the milking shed or dairy; or
- b) the introduction of any foreign matter (other than bacteria);

where that liability would be covered under this Section 7 *but for* the exclusions under the heading “Specific exclusions – What we will not pay for”.

Our liability under this endorsement will be limited to the amount shown in **Your Schedule** for any **Occurrence** and in the aggregate in respect of any one **Period of Insurance**.

An **Excess** of \$250 applies to each claim.

Specific exclusions – What we will not pay for

General exclusions which apply to all sections of this **Policy** appear in the section headed ‘General exclusions’. The following additional exclusions apply to Section 7 of the **Policy**:

We will not pay for any actual or alleged liability:

1. **Farm Hosting activities**

for claims directly or indirectly arising out of or in any way connected with farm stay accommodation, tourist or hosting activities, except where **You** have selected the **Farm Hosting** optional benefit and it is shown in **Your Schedule** as being covered.

2. **Aircraft and Drones**

directly or indirectly arising out of or in any way connected to:

- a) ownership, possession, maintenance, repair, operation or use by **You** or on **Your** behalf of an aircraft;
- b) any of **Your Products** which are incorporated into the structure, machinery or instruments of any aircraft;
- c) **Your** ownership, occupancy or control of any **Aircraft Landing Area** (other than the cover described in additional benefit 1. **Aircraft Landing Areas**); or
- d) **You**, **Your Employees** or **Your** agent’s use of any **Drone** outside the boundary of **Your Farm** and/or otherwise operated in contravention of the Civil Aviation Safety Authority regulations and/or relevant Australian laws and regulations.

3. **Asbestos**

directly or indirectly arising out of or in any way connected with the actual or alleged use or presence of asbestos.



4. Assault and Battery

directly or indirectly arising out of assault and/or battery committed by **You** or at **Your** direction unless committed for the purpose of preventing **Personal Injury** or **Property Damage** or eliminating danger to persons or property.

5. Aggravated damages

for any aggravated, exemplary or punitive damages, fines or penalties.

6. Avian influenza (bird flu)

directly or indirectly arising out of or in any way connected with any contamination, infection, outbreak, spread or transmission of avian influenza or any variant, mutation or derivative or avian influenza or any virus or diseases related to avian influenza. For the purposes of this exclusion, avian influenza includes, but is not limited to, influenza A viruses of subtypes H5, H7 and H9.

7. Boats and watercraft

directly or indirectly arising out of or in any way connected to the use, ownership, possession, repair manufacture of any motorised boats exceeding 10 HP, or which exceed 8 metres in length (other than canoes, surfboards, surf skis, sail boards).

8. Building operations

directly or indirectly arising out of or in any way connected to arising directly or indirectly from the construction, erection, alteration, demolition of and/or addition to buildings by **You** or on **Your** behalf where the total cost of the work is in excess of \$500,000.

9. Consequential loss

consequential loss due to delay, lack of performance, loss of contract or depreciation in the value of property, loss of goodwill, loss of anticipated profits or savings and all other pure economic loss not resulting from **Property Damage** as defined In the Specific Definitions of this Section 8.

10. Construction or demolition

directly or indirectly arising out of or in any way connected to building work, construction or demolition of a building, including **Your Home Building**, if the value of the work exceeds \$100,000.

11. Contractual Liability and work performed

- a) assumed under a contract or agreement other than liability for personal injury and property damage that **You** would have been liable for by law if the contract or agreement had never existed, unless the contract is a lease agreement for **Your** residential tenancy and that contract complies with the relevant residential tenancy Act of similar;
- b) for guarantees and warranties of fitness, performance, durability or quality of **Your Products** even if they are implied by law;
- c) for delay in or lack of performance by **You** or on **Your** behalf arising from any contract or agreement even if the contract or agreement is implied by law; and
- d) for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by **You** or on **Your** behalf.

12. Crop spraying

directly or indirectly arising out of or in any way connected with any material or substance being applied by an **Aircraft** to:

- a) land; or
- b) anything grown on the land;

unless otherwise stated in **Your Schedule**.

13. Defamation

arising from the publication, breach of copyright, utterance or distribution of libellous, slanderous or defamatory material:

- a) that **You** knew to be false and was released with **Your** approval;
- b) arising from publishing of books, newspapers, magazines and similar material;
- c) arising from publishing any political or social material; and
- d) arising from radio or television broadcasting or any other medium of public transmission such as Internet, telephone or dedicated landlines.

14. Defect in design

caused by or arising out of **You** making or formulating a design or specification within the domain of the architectural, engineering, scientific, chemical, actuarial, statistical, economic, financial or medical profession. However, this exclusion shall not apply in respect of any formulation of a design or specification in regard to any **Products**, for which **You** have not charged a fee for that formulation of a design or specification.

15. Dishonest acts or omissions

any act or omission that is knowingly illegal, dishonest, fraudulent, willful, malicious or done with reckless disregard for their consequences by **You**, **Your Family** or a person acting with the consent of **You** or **Your Family**.

16. Employers liability

- a) personal injury or property damage to any of **Your Employees** arising from or in the course of their employment on **Your Farm** or in any capacity (whether temporary, part-time or full-time) as a domestic worker; or
- b) personal injury to any person that is insured, or is required to be insured, by any workers' compensation legislation or similar laws;
- c) for claims made against **You** under the provisions of any workers' compensation legislation, industrial award, or employment agreement; or
- d) imposed by any law relating to **Employment Practices**.

17. Excluded persons

for **Personal Injury**:

- a) to **You** or **Your Family**;
- b) where **You** are a company, to:
 - (i) any director of **Your** company; or
 - (ii) any family of a director of **Your** company.

18. Exports USA or Canada

arising from claims for **Personal Injury** or **Property Damage** caused by or arising out of the **Products** knowingly exported by **You** or **Your** agents or servants to the United States of America or Canada.

19. Faulty workmanship

for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by **You** or on **Your** behalf.

20. Genetically modified organisms (GMOs)

arising directly or indirectly out of genetically modified organisms which **You** manufacture, import, or conduct trials of, or for services **You** provide in the manufacture of genetically modified organisms. For the purpose of this exclusion manufacture does not include growing genetically modified crops authorised or approved by the State or Territory in which **Your Farm** is located.

21. Horse riding, horse training and equine events

arising out of or in any way connected to:

- a) horse riding or training activities that are conducted for recreation, reward or payment unless **You** take out the optional **Horse-Riding** extension and this is listed in **Your Schedule**;
- b) any equine event organised by **You** or held on **Your Farm**.

22. Internet operations

arising directly or indirectly out of **Your** internet operations.

23. Intentionally lit fires

for **Personal Injury** or **Property Damage** arising out of a fire that has been intentionally lit by **You** or on **Your** behalf in breach of any statutory or local authority law, regulation or ordinance.

24. Latent personal injury

arising from latent personal injury which was not first medically diagnosed during the **Period of Insurance**.

25. Lawful Seizure

for the lawful seizure, confiscation, nationalisation or requisition of property insured, or the destruction of or damage to property by any government or public or local authority.



26. **Livestock feed**

arising directly or indirectly out of the processing, manufacture or packaging of animal feed other than silage, hay or unprocessed grain.

27. **Loss of use of property**

for loss of use of property that has not been physically damaged or destroyed and is caused directly or indirectly by:

- a) delays, poor performance, or non-completion by **You** or any other person acting on **Your** behalf; or
- b) the failure of **Your** products to meet performance, specifications, quality, fitness or durability that **You** have implied or promised unless **Your Products** are damaged suddenly and accidentally.

28. **Medical Treatment or dispensing**

for personal injury or property damage arising from:

- a) the treatment by **You** or on **Your** behalf of humans or animals for any physical or mental deficiency, injury, illness or disease; or
- b) the dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

29. **Registered Motor Vehicles**

caused by or arising directly or indirectly from the use of, ownership, control or possession of any **Vehicle** which is:

- a) registered or required by law to be registered, or is insured for compulsory personal injury insurance or required by law to be insured (other than as provided under "Additional benefit 3 – Registered **Vehicles**");
- b) being driven or operated by a person who:
 - (i) is under 10 years of age and is driving or operating the **Vehicle** with **Your** expressed or implied permission;
 - (ii) has their faculties affected by intoxicating liquor or drugs; and
 - (iii) who does not hold a current licence required by legislation to operate or drive the **Vehicle** at the time and place of the **Occurrence**.
- c) otherwise insured for the same liability.

This **Motor Vehicles** exclusion does not apply to:

- a) **Vehicles** being operated or used as a **Tool of Trade**;
- b) garden equipment, golf buggy, or wheelchair;
- c) liability for **Property Damage** occurring at **Your Farm** and resulting from the use of a registered **Vehicle** not owned, leased or rented by **You** but in **Your** physical or legal control.

30. **Non-Farming activities**

arising out of or associated with any trade, business or profession other than which arise from **Your Farming Business** as stated on **Your Schedule**, or the conduct of any activity carried out by **You** or **Your Family** for reward other than activities normally associated with a **Farming Business**, unless shown otherwise on **Your Schedule**. This exclusion does not apply to letting **Your Home Building** for domestic purposes or **Babysitting** on a casual basis.

31. **Other premises**

directly or indirectly arising out of the ownership of land, buildings or structures other than at the **Address** of **Your Farm** as referenced in this **Policy**.

32. **Person who Lives with You**

- a) **Bodily Injury** to **You** or to any person who normally **Lives with You**; or
- b) loss of or damage to property belonging to **You** or any person who normally **Lives with You** or to **Your** or **Your Employees**.

33. **Pregnancy**

directly or indirectly arising out of or in any way connected to death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by **You** or **Your Family**, unless the action was reasonable, and the intention of the action was to prevent or reduce loss, damage or injury to property or persons.

34. **Products**

for loss of use of tangible property (not having been physically damaged or destroyed) directly or indirectly arising out of or in any way connected with:

- a) a delay in or lack of performance by **You** or on **Your** behalf in relation to any contract or agreement;



- b) the failure of **Your Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **You**. This exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of **Your Products** after such **Products** have been put to use by any person or organisation other than **You**;
- c) claims directly and indirectly arising out of or in any way connected with the provision by **You**, or anyone on **Your** behalf, to provide professional advice or any error or omission connected with **Your Products**;
- d) for any **Products** warranty or guarantee given by **You** or on **Your** behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information; or
- e) any **Advertising Injury**.

35. **Product recall**

direct, indirect and consequential costs resulting from the recall, withdrawal, removal, inspection, repair, reconditioning, replacement or loss of use of **Your Products** or any property of which they form a part if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

36. **Professional liability**

arising out of the rendering of, or **Your** failure to render, professional service, or any related error or omission.

This exclusion does not apply to a **Medical Practitioner** which **You** employ to provide first aid or other emergency medical services at **Your Farm**, provided such professional advice or service is not given for a fee.

37. **Property in Your physical and legal control**

- a) for damage to property owned by, leased to or rented to, **You**; and
- b) for damage to property not belonging to **You** but in **Your** physical and legal control other than the property described in the Additional benefit 2. **Property in Your physical and legal control**.

38. **Support to land or buildings**

directly or indirectly arising out of or in any way connected to vibration or the weakening of, removal of or interference with support to land, buildings or other property.

39. **Sporting events**

for personal injury to, or damage to property owned by, persons or organisations whilst they are participating in any organised and competitive sporting event, exercise or activity.

Special conditions applying to this section

1. **Discharge of liabilities**

We may discharge our liability at any time in respect of any **Personal Injury**, **Property Damage** and any other matter for which **You** are covered under this **Policy** by paying to **You** or on **Your** behalf whichever of the following amounts is the lowest:

- a) the **Sum Insured** less the **Excess** and any amounts already paid or incurred by **Us** in respect of any **Personal Injury**, **Property Damage** or any other amount for which **You** are covered under this **Policy** and paid to **You** during, or in respect of matters arising during, the **Period of Insurance**;
- b) the total amount **You** are found liable to pay in respect of **Personal Injury** or **Property Damage** by a court, tribunal or other body with power to make binding orders; or
- c) the total amount for which any claim for **Personal Injury** or **Property Damage** could be settled if, at any time, in our opinion such an amount would be accepted by the claimant in the claim, whether or not **You** agree with the amount that would be paid for the settlement.

Once **We** have made payment to discharge our liability as stated above:

- a) **We** will relinquish the conduct and control of the claim(s) to **You**;
- b) **We** will not be liable to pay any further amounts under this section in relation to the claim or, in the case of (a) above, in relation to any other claim, sum or matter under the **Policy** once the **Sum Insured** in the aggregate has been exhausted;
- c) **You** will pay **Us** any charges, expenses and defence costs **We** are entitled to from **You** that were incurred prior to the date of **Our** payment which discharged **Our** liability; and
- d) **We** are entitled to exercise **Our** right to subrogate and commence any recovery action with **Your** co-operation and assistance, in **Your** name, as outlined in the general conditions of this **Policy**.

2. Joint insureds / Cross liability

Where **You** comprise more than one person or a company, **We** will treat each as a separate insured. The words **You** or **Your** will apply to each in the same manner as if a separate **Policy** had been issued to them.

This does not alter or increase the **Sum Insured** in the aggregate or the amount **We** will pay under this section for any **Occurrence** or **Period of Insurance** and is subject to Exclusion 17 – Excluded Persons.

Excess

Unless stated otherwise in **Your Schedule** the applicable excess is \$750.

Specific definitions in Section 7

There are some words in this section that have a special meaning in this **Policy**. These words and their meanings are listed below:

Word(s)	Meaning
Advertising Injury	means any loss, injury or damage howsoever described arising out of or happening in connection with: a) defamation; b) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law or any Fair Trading or similar legislation of any country, state or territory; c) unfair competition, piracy, idea misappropriation contrary to an implied contract; or d) invasion of privacy, committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity, article, broadcast or telecast and caused by or arising out of Your advertising activities.
Aircraft	means any machine designed to fly, float, glide or move on a cushion of air or move through the air.
Drone	means an excluded remotely piloted aircraft as defined in the Civil Aviation Legislation Amendment (Part 101) Regulation 2016 (or its successor).
Employment Practices	means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You .
Excess	means the amount You will have to pay for each Occurrence which gives rise to a claim under this Section of the Policy . The amount of the Excess is shown in Your Schedule .
Farm Hosting	means the provision of meals and on-farm accommodation to guests for reward or payment, including farm tours. Farm Hosting does not include Recreational Activities .
Geographical limit	means: a) anywhere within Australia and its external territories; and b) elsewhere in the world, but only when: (i) You or Your Employees (who normally reside in Australia) are travelling outside of Australia and undertaking neither manual work nor supervisory work of any kind; and (ii) Your Products are exported to elsewhere in the world.
Lives with You	means a person who has either used Your Farm or is living with You as their primary residence for 90 days or more out of any 120 consecutive day period (irrespective of the commencement date of the Policy) during which there is an Occurrence .
Medical Practitioner	includes qualified medical practitioners, nurses, dentists and first aid attendants.
Occurrence	means an event including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage which are neither expected nor intended by You and which occurs at Your Farm or in in connection with Your Farming Business .



Word(s)	Meaning
Personal Injury	<p>means:</p> <ul style="list-style-type: none"> a) bodily injury, death, sickness, disablement, shock, fright, mental anguish, mental injury; b) the effects of false arrest, wrongful detention, wrongful imprisonment; c) assault provided You did not commit the assault or direct the assault unless the assault occurred whilst preventing personal injury or property damage; d) libel, slander or defamation of character; e) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and f) latent personal injury that is first diagnosed by a qualified medical person during the Period of Insurance, <p>which is the direct result of an Occurrence during the Period of Insurance.</p>
Pollutants	means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (waste includes material to be recycled, reconditioned or reclaimed).
Product Liability	means Your legal liability for Personal Injury and/or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such Products ; but only where such Personal Injury and/or Property Damage occurs away from Your Farm and after physical possession of such Products has been relinquished to others.
Products	<p>means any goods, products and property after they have ceased to be in Your possession or under Your control, which was (or is deemed by law to have been) grown, produced, manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You in connection with Your Farming Business.</p> <p>However, it does not mean food and beverages supplied by You or on Your behalf primarily to Your Employees.</p>
Professional Service	means any service, advice, counselling, diagnosis, treatment of persons or animals, prescription, or other type of service provided by You for a fee or which is or would be normally provided for a fee by professional persons.
Property Damage	means physical loss of or damage to tangible property and/or loss of use of tangible property arising out of physical loss of or damage to tangible property that is the direct result of an Occurrence during the Period of Insurance .
Recreational Activities	<p>means the following activities:</p> <ul style="list-style-type: none"> a) motor-cross activities, motorcycling, trail-riding, quad-biking or activities using all-terrain vehicles; b) mountaineering, rock climbing (but not rock bouldering), abseiling activities, hang-gliding, hot air ballooning, flying in any aircraft, use of a flying fox or bungee jumping; c) hunting, shooting, archery or handling of weapons of any description; d) water sports including canoeing, river rafting, paddling or swimming, water skiing, powerboating or aquaplaning; or e) any interaction with an animal, including riding, milking, shearing, and the petting or handling of any animals that You knew, or a reasonable person in Your circumstances ought to have known was dangerous, diseased or infectious, or aggressive.
Watercraft	means any vessel, craft or thing (other than a hovercraft) made or intended to float on or in or travel on or through water.
Workers' Compensation Law	means any law relating to compensation for injury to workers or Employees .

GENERAL EXCLUSIONS, CONDITIONS AND OTHER TERMS

General exclusions

These general exclusions apply to all sections of this **Policy**.

This **Policy** excludes:

1. **Admitted insurance**

Claims made or actions instituted within any Country, State or Territory (outside Australia) that require insurance to be issued or secured with an insurer or organisation licensed in that Country, State or Territory to grant such insurance.

2. **Aircraft**

any claim arising directly or indirectly from:

- a) ownership, possession, maintenance, repair, operation or use of an aircraft by **You** or on **Your** behalf; or
- b) any of **Your Products** which are incorporated into the structure, machinery or instruments of any aircraft.

3. **Asbestos**

any claim arising directly or indirectly from:

- a) the inhalation of asbestos fibre(s);
- b) any illness, injury or disease caused or contributed to by exposure to asbestos; or
- c) damage to or loss of use or reduction in value of property due to the presence of asbestos.

4. **Child molestation**

any claims arising out of directly or indirectly, resulting from or in connection with, the molestation of minors.

5. **Cyber**

any claims for loss, damages, costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connections with a Cyber Incident.

However, cover will be available for physical loss or damage to the property insured under this **Policy** which is caused by an insured peril, including business interruption resulting therefrom, directly occasioned by a Cyber Incident.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** directly occasioned by the **Cyber Incident** shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause.

6. **Intentional damage**

any claim arising directly or indirectly from damage or liability intentionally caused or incurred by:

- a) **You**;
- b) a member of **Your Family**; or
- c) a person acting with **Your** express or implied consent or that of a member of **Your Family**.

7. **Internet operations**

any claim arising directly or indirectly from **Your** internet operations.

8. **Penalties**

any claim for:

- a) fines, penalties, or cost of actions imposed on **You** due to the application of government legislation or order of a court of law;
- b) punitive, exemplary, or aggravated damages; or
- c) any additional damages resulting from the multiplication of compensatory damages against **You**.

9. **Mandatory sanctions**

any claim or the provision of any benefit under the **Policy** to the extent that the provision of such cover, payment or benefit is prohibited by law or by doing so will expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations.



10. Nuclear Energy and Nuclear Material

any claim for loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- a) the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
- b) the mining, use, storage, handling or transportation of radioactive materials;
- c) the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
- d) any other operation or process that uses nuclear fission, fusion or radioactive materials; or
- e) any product that contains or uses nuclear fission, fusion or radioactive materials.

This exclusion does not apply to legal liability for personal injury or property damage arising from radio isotopes or radium compounds when used incidentally in the ordinary course of **Your Farm Business**.

11. Pollution and Contamination

any claim for loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) the discharge, dispersal, release or escape of pollution, soot, deposition, dust, chemical precipitation, contamination, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health; or
- b) any enforcement action or proceeding in respect of a pollutants and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of pollutants.

This exclusion does not apply if such loss or damages, costs and expenses arise as a direct consequence of:

- a) pollution or contamination which itself results from a peril hereby insured against, or
- b) any peril hereby insured against which itself results from pollution.

12. Sanctions limitation and exclusion

You are not insured under any section of this **Policy** where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

13. Terrorism

any claim for loss, damage, destruction, death, injury, illness, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any act(s) of Terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
 - (i) creates a risk to health or safety of the public or a section of the public;
 - (ii) involves violence against one or more persons; or involves damage to property; or
 - (iii) endangers life other than that of the person committing the action; or
 - (iv) is designed to interfere with or to disrupt an electronic system.
- b) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This **Policy** also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to (a) and (b) above.

14. War

any claim for loss, damage, destruction, death, injury, illness, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with war, civil war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition or any act of



any person acting on behalf of or in connection with any organisation with activity directed towards the overthrow by force of its Government de jure or de facto.

This **Policy** also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to war.

15. Watercraft

any claim arising directly or indirectly from the use, ownership, possession, manufacture, repair of any watercraft which exceeds 8 metres in length, or the fitting, installing or repair of any equipment on or belonging to any watercraft which exceeds 8 metres in length.

16. Bushfire, grassfire or cyclone waiting period

any cover for damage, loss or injury arising directly or indirectly from or in connection with bushfire, grassfire, scrub fire or a named cyclone within 48 hours of:

- a) the commencement of the first period of insurance of this policy; or
- b) the commencement of any increase in cover or additional inclusion in cover, noting however that this restriction only applies to the amount of any increase or additional inclusion in cover.

General Conditions

If **You**, or any person entitled to a benefit under this **Policy**, fail to meet the conditions set out below or make a fraudulent claim, **We** may refuse to pay **Your** claim or reduce what **We** pay for **Your** claim or cancel this **Policy**.

1. Your Assistance and co-operation is required

Whenever **You** deal with **Us**, **You** must:

- a) Provide **Us** with any and all reasonable assistance **We** require; and
- b) Co-operate fully with **Us** during and after any claim, including after a claim has been paid.

2. Changes to the risks You have insured

Unless **Our** written consent is obtained, **We** will not indemnify loss, damage or liability caused or contributed to by any alteration after the commencement of this **Policy**:

- a) in the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting any building insured or containing the property insured is changed in such a way as to increase the risk of damage or the likelihood of liability losses;
- b) whereby **Your** interest ceases by will or operation of law;
- c) whereby **Your Farming Business** is wound up or carried on by an insolvency practitioner or permanently discontinued.

If **You** alter the risk in any of these ways, **We** may, in our absolute discretion cancel this **Policy**.

3. Uninsured Assets

If **You** do not make a full and honest disclosure to our questions regarding any uninsured **Home Buildings** or **Farm Buildings** at **Your Farm**, **We** may, depending on the circumstances, refuse to pay a claim if **We** are unable to definitively establish whether a **Building** forming the subject matter of a claim, was insured or not insured under this **Policy**.

4. Adjustment of Premium on renewal

If a claim occurs in the previous **Period of Insurance** and **You** do not notify **Us** until after the **Premium** for the current **Period of Insurance** was calculated, then **You** must pay any additional **Premium** that would have been calculated had **You** told **Us** about the claim on the day that the claim occurred. This condition does not affect any other rights that **We** have, including the rights that **We** have under **Your Duty of Disclosure**.

5. Reasonable care

You must take and cause to be taken all reasonable precautions to:

- a) avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard insured property insured under this policy from loss or damage;
- b) maintain all property, fittings, appliances and equipment insured under this policy in a sound condition;
- c) comply with all statutory obligations, by laws, regulations, public authority requirements and safety requirements.



This means for example, if you are operating machinery that is used for harvesting farm produce:

- (i) You must comply with all Australian Standards relating to the prevention or containment of fire;
- (ii) You must cease operating harvesting machinery on days or period declared by any competent authority to be a day or period of extreme fire risk for harvesting in your local area.

It also means, for example, you need to comply with safety regulations, codes of practice and laws applicable to the safe installation, storage, handling or transportation of hazardous materials including petroleum and liquid petroleum gas (LPG) used in **Your Farming Business**.

You must obtain certificates of inspection for all equipment required by any statute or regulation to be so certified.

If **You** do not take reasonable care:

- a) to protect and maintain property insured under this **Policy**;
- b) to prevent damage or injury to others or their property;
- c) to comply with all statutory obligations and by-laws or regulations relating to the safety of person or property; or
- d) to minimise the cost of any claim under this **Policy**,

We will not pay for loss, damage, liability or injury which was caused or contributed to by a failure to take reasonable care.

6. *If Your circumstances change*

You must tell **Us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury to any risks insured under this **Policy**.

Examples include but are not limited to:

- a) **Your Home Building or Farm Building or Your Farm** is opened up to the public for a trade day, farm exhibition or similar event (including if it is not for reward);
- b) **Your motor Vehicle** is modified its top speed or performance is increased;
- c) the main driver of **Your motor Vehicle** changes;
- d) the use of **Your motor Vehicle** changes;
- e) **You** no longer are the owner occupier of the **Home Building**, because **You** now let the **Home Building** to tenants or use the **Home Building** as a holiday home;
- f) **You** are having renovations undertaken;
- g) **Your Home Building** is left **Unoccupied** for a period exceeding 90 days out of any 120 days (regardless of the **Policy** commencement date);
- h) **Your Farm** is **Unattended** for a period of 120 consecutive days (regardless of **Your Policy** commencement date);
- i) Your **Home Building, Farm Building or Your Farm** falls into a state of disrepair;

When **You** tell **Us** of any changes to this **Policy**, **We** will issue **You** with a revised **Schedule** and **You** may be asked to pay additional **Premium**.

If **You** fail to tell **Us** of all changes, this **Policy** may not provide the cover **You** need, and **We** may not pay part or all of a claim.

7. *Excess*

An excess is the amount **You** may be required to pay if **You** have a claim. The excesses **You** may be required to pay are set out in this **Policy** and **Schedule**.

You may be able to reduce the **Excess** **You** pay in the event of a claim by paying a higher **Premium**, or if **You** elect to pay a higher excess in the event of a claim, **Your Premium** may be lower.

8. *Other party's interests*

You must tell **Us** of the interest of all parties (eg financiers, lessors or owners) who will be covered by this **Policy**. **We** will indemnify their interests only if **You** have told **Us** about them and **We** have noted them on **Your Schedule**.

9. *Reinstatement of Sum Insured – partial losses*

In the event of loss or damage insured under Sections One – Home Property, Section Two – Farm Property, Section Four – Machinery and Electronic Breakdown, Section Five – Theft and Section Six – Land Transit the amount by which the **Sum Insured** or **Limit of Liability** is reduced as a consequence of any claim for loss, damage or liability which **We** have settled, **We** will reinstate **Your Sum Insured** or **Limit of Liability** from the date of the loss, damage or liability unless:

- a) There is a written request from **You** or written notice by **Us** to the contrary;
- b) **You** do not pay the additional premium required for reinstatement;



- c) **We** have paid the full **Sum Insured** or **Limit of Liability**; or
- d) **We** state otherwise in the relevant Section.

Any increase of a **Sum Insured** or **Limit of Liability** under this clause 9 is subject to the condition that **Our** total liability under this **Policy** will not exceed:

- a) in respect of any one claim, the **Limit of Liability** shown in **Your Schedule**; and
- b) in respect of all claims during the period of insurance, an amount equal to 200% of such **Sum Insured** or **Limit of Liability** shown in **Your Schedule**.

10. Subrogation

We may at any time, at our expense and in **Your** name, use all legal means available to **You** of securing reimbursement for loss or damage arising under this **Policy**. In the event **We** do so, **You** agree to give all reasonable assistance for that purpose.

If **We** do not take possession of the damaged property, **You** cannot abandon **Your** responsibilities for the property.

11. Taxation Considerations

If **You** are a business **You** must tell **Us** if **You** are registered, or are required to be registered, for GST. When **You** do this, **You** must give **Us**:

- a) **Your** ABN
- b) The percentage of any input tax credit **You** will claim, or will be entitled to claim, on **Your Premium**.

When **We** pay a claim, **Your** GST status will determine the amount **We** pay **You**. **Your** claim settlement amount will be adjusted to allow for any Input Tax Credit entitlement.

Unless **We** say otherwise, all amounts in this **Policy** are inclusive of GST. There may be other taxation implications affecting **You**, depending upon **Your** own circumstances. **We** recommend **You** seek professional taxation advice.

12. Cancelling this Policy

You can cancel this **Policy** at any time by telling **Us**. If there are other people named as insured on **Your Policy**, **We** only need a request to cancel it from one of **You**.

We may cancel this **Policy** in any of the circumstances permitted by law (eg failure to pay the **Premium** by the due date) by informing **You** in writing.

We will give **You** notice in person or send it to **Your Address** (including an electronic address) last known to **Us**.

If **You** have paid **Your Premium** in advance, **We** will refund **You** the proportion of the **Premium** for the remaining **Period of Insurance**, less any administration fees.

13. Changing this Policy

Changes to this **Policy** only become effective when **We** agree to them and send **You** a new **Schedule** detailing the change.

14. Joint and co-insured persons

If more than one person is indemnified under this **Policy**, **We** will treat a statement, act, omission, claim, request or direction by that person as having been made by all insureds.

We only need a request from one person insured to cancel or change this **Policy**.

15. Jurisdiction

This **Policy** will be governed and construed in accordance with the laws of the State or Territory in Australia in which **Your** registered address is located. **You** agree to submit the non-exclusive jurisdiction of the courts of that State or Territory.

16. Notices

Any notice **We** give **You** will be in writing and will be effective once it is delivered to **You** personally or to **Your** last known address (including when it is an electronic one).

It is important for **You** to tell **Us** of any change of address as soon as possible.

17. Valuation and Currency

All amounts under this **Policy** are expressed and payable in Australian currency.



Making a claim

You must follow the procedures set out below if something happens which causes loss or damage or injury which may lead to a claim. If **You** do not, **We** may refuse **Your** claim or reduce the amount **We** pay **You**.

1. *When loss or damage occurs*

You must, at **Your** own expense:

- a) take all reasonable steps to reduce the loss or damage and to prevent further damage;
- b) immediately make a full report to the police if:
 - (i) **You** know or suspect that property has been stolen;
 - (ii) someone has broken into **Your** premises; or
 - (iii) someone has caused malicious damage to **Your** property.
- c) not make any admission of liability, offer, promise or payment in connection with any event;
- d) promptly inform **Us** or **Your** intermediary;
- e) within reason preserve any damaged property and make it available for inspection by our representative or agent (including a loss adjuster); and
- f) not authorise the repair or replacement of anything without our agreement.

2. *If You want to make a claim*

You must:

- a) fill in our claim form if **We** require **You** to do so;
- b) return it to **Us** within 30 days of the event that gave rise to the claim;
- c) give **Us** all the information and documentation which **We** request. If **We** ask for it, **You** must provide **Us** with a statutory declaration verifying the truth of **Your** claim and any matters connected with it; and
- d) immediately send **Us** any court document or other communication **You** receive about the claim. Do not take any action **Yourself** or ask anyone else to do so on **Your** behalf.

3. *Defending and settling claims*

We control all the defence of all claims. **We** require that **You** give **Us** all information and assistance **We** may need:

- a) to settle or defend claims; or
- b) to recover from others any amount **We** have paid for a claim.

You must allow **Us** to:

- a) make admissions, settle or defend claims on **Your** behalf; and
- b) take legal action in **Your** name against another person to recover any payment **We** have made on a claim.

We may keep any amount **We** recover in priority to **Your** right to recover any amount that **You** have lost which is not insured under this **Policy**, whether or not **We** have paid **Your** claim in whole or in part.

4. *Payment to discharge Our liability*

At any time, **We** can pay to **You** or on **Your** behalf, for all claims made against **You** for any one **Occurrence**:

- a) the **Limit of Liability** of the section under which the claim is made, after deducting any amounts already paid; or
- b) any lower sum for which the claim may be settled.

If **We** do so the conduct of any outstanding claim(s) will become **Your** responsibility.

We will not be liable to pay any further amounts other than costs, charges, or expenses that **We** agreed to pay before **We** made the payment referred to above.

5. *Limits and excess*

We will not pay more than the **Sum Insured** in respect of any claim other than those benefits that are identified as payable in addition to the **Sum Insured**, or unless **We** agree in writing to pay legal costs or expenses in relation to a claim.

You must pay the amount of any excess shown in **Your Schedule** for each claim **You** make. Payment of **Your** excess may be requested when **You** lodge **Your** claim or may be deducted from our payment to **You**.

If **You** suffer damage which leads to a claim under more than one section of this **Policy**:

- a) the highest applicable excess is payable; but
- b) only one excess is payable.



6. *Inspection*

You must give **Us** access to **Your** property at the **Address** or make access available to **Us** for inspection if **You** make a claim.

7. *Premium*

If at the time of any loss, damage or liability there is any other insurance (whether effected by **You** or by any other person) which indemnifies the same loss, damage or liability **You** must provide **Us** with any reasonable assistance **We** require to make a claim for contribution from any other insurer(s).

8. *Other indemnity or insurance*

You must notify **Us** of any other indemnity or insurance which will or may, whether in whole or in part, cover any loss insured under this **Policy**.

9. *Cover comes to an end following a Total Loss*

If **We** declare **Your Home Building, Home Contents, Motor Vehicle or Farm Property a Total Loss** and agree to pay **Your** claim, then cover for the lost or damaged item(s) will come to an end and **You** will not be entitled to make any further claim under this **Policy** in relation to the relevant item(s) and:

- a) where the **Premium** has been paid in full for the **Period of Insurance** there will be no refund of any **Premium** in relation to the item(s); or
- b) where the **Premium** is paid by instalments, **We** are entitled to deduct from any claim paid or payable, the balance of the unpaid **Premium** or instalments of **Premium** in relation to the item(s).
- c) Unless specified otherwise in this **Policy** or agreed in writing, **You** must apply to **Us** for cover on any new building, vehicle, machinery or equipment that is built or acquired in replacement of the lost or damaged item. No cover applies until **We** have agreed to cover the relevant item and **You** have paid **Us** the required **Premium** for that cover.

10. *Interference with our recovery rights*

If **You** have agreed not to seek compensation from any person liable to compensate **You** for loss, damage or liability covered by this **Policy**, **We** will not indemnify **You** for that loss, damage or liability.

11. *Providing proof*

You must be able to prove to **Us** that **You** have suffered a loss covered by this **Policy** before **We** will pay **You** for it. **We** may ask **You** for this proof if **You** make a claim under this **Policy**. The claim assessment process may be quicker if **You** keep the receipts of purchase, or proof of the value, of all property covered by this **Policy**.

12. *Salvage*

After **We** have paid a claim under this **Policy**, **We** have the right to take over any legal right of recovery which **You** have. If **We** do this, it will be for **Our** benefit and at **Our** expense (providing **You** have been fully reimbursed). **You** must not do anything that prevents **Us** from doing this and **You** must give **Us** any information or assistance **We** require.

We may sell the items or materials and keep the proceeds. **We** may choose to sell the items or materials to **You**, provided **You** agree to pay market price.

The right to any salvage is at our discretion and if **We** elect not to exercise that right, **We** will not have any obligation to remove the salvage.

General definitions applicable to the whole Policy

The following words have a special meaning when used in this **Policy** unless they have been defined differently in a specific section of the wording.

This Word(s)	Mean(s)
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.
Accidental Damage	an incident that is unforeseen and unintended that causes physical loss or damage for which We will provide cover to You subject to the Policy conditions and exclusions. This includes a series of accidents arising out of the one event. Accidental Damage includes Listed Events (as that term is defined in the relevant section of the Policy).
Address	the address shown in Your Schedule and is the land on which You conduct Your Farming Business .

This Word(s)	Mean(s)
Aircraft Landing Area	any area on or from which aircraft land or take-off, or are housed, maintained or operated when they are not airborne.
Australia	the Commonwealth of Australia, its dependencies and Territories.
Compensation	all amounts You are liable to pay to other people or organisations (including legal costs awarded against You and interest accruing after entry of judgment against You until We have paid the amount outstanding).
Computer System	any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or backup facility.
Cyber Incident	<ul style="list-style-type: none"> a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof; b) Malware or Similar Mechanism; c) programming or operator error whether by the Insured or any other person or persons; d) unintentional or unplanned, wholly or partially outage of the Insured's Computer System not directly caused by physical loss or damage; affecting access to, processing of, use of operation of any Computer System or any Electronic Data by any person or group(s) of persons.
Dispute Resolution Officer	the person at Ag Guard who provides a single customer service point of contact for claimants and all their dispute applications.
Educational Institution	accredited educational institutions including primary, secondary and tertiary educational institutions.
Electronic Data	means facts, concepts and information converted to a form useable for communications, interpretation, or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for processing and manipulation of data or the direction and manipulation of such equipment.
Employee(s)	any person who is employed under a contract of service or apprenticeship with You but does not include any person employed under such contract who is excluded from the definition of 'Worker' under any workers' compensation legislation.
Excesses	<p>the amount shown in the Policy and Your Schedule, payable by You on each and every claim arising out of one event or Occurrence under that Policy section.</p> <p>Should more than one excess be payable under this Policy for any claim or series of claims arising from the one event, such excesses shall not be aggregated, and the highest single level of excess only shall apply, except in the motor Vehicle sections.</p> <p>You are required to pay the excess when We request You to do so.</p>
Family	<p>persons who normally reside with You permanently and who are Your:</p> <ul style="list-style-type: none"> a) spouse or de facto; b) Your children or Your spouse's or de facto's unmarried children; c) parents or Your spouse's or de facto's parents; or d) brother or sister.
Farm	the land on which You conduct Your Farming Business , including any land You lease or share farm.
Farming Business	<p>means:</p> <ul style="list-style-type: none"> a) farming activities declared by You to Us; and b) Incidental Farm Contracting, <p>but excludes:</p> <ul style="list-style-type: none"> a) paying guests, boarders, lodgers; or b) visitors associated with tourist, agritourism or Farm Hosting operations, <p>unless We have stated otherwise in Your Schedule.</p>
Financer	the person or entity with a security interest in Your property.

This Word(s)	Mean(s)
Flood	the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ul style="list-style-type: none"> a) a lake (whether or not it has been altered or modified); b) a river (whether or not it has been altered or modified); c) a creek (whether or not it has been altered or modified); d) another natural watercourse (whether or not it has been altered or modified); e) a reservoir; f) a canal; g) a dam.
Fusion	the process of fusing or melting together of windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current.
Impact	a collision of two or more objects.
Incidental Farm Contracting	a part of Your Farming Business that relates specifically to the production of crops and/or livestock (or produce derived from such) for reward that is consistent with the Farm Business description in Your Schedule : <ul style="list-style-type: none"> a) which is not carried out on a Farm You own, lease or share-farm; and b) where the amount you receive from such contracting work during the Period of Insurance does not exceed \$100,000; and c) where the work undertaken is at a location no more than 50 km as measured in a straight line from the main homestead where you normally reside.
Indemnity Value	the value of Home Buildings, Home Contents, Portable Effects or Farm Property at the time of loss or damage taking into consideration the age, condition and state of repair.
Input Tax Credit	the Input Tax Credit according to the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Internet operations	<ul style="list-style-type: none"> a) use of electronic mail systems by You, Your Employees or any person who has Your permission; b) access through Your network to the internet by You, Your Employees, or any person who has Your permission; c) access to Your intranet (meaning internal company information and computing resources) which is made available through the internet for Your customers or others outside Your organisation; and d) the operation and maintenance of Your website.
Legal liability	Your legal responsibility to pay compensation for death, injury or damage to other people or their property. This responsibility only arises if You have done something wrong or You are at fault.
Limit of Liability	means the maximum amount/s payable for any and all claims under this Policy set out in Your Schedule as the Limit of Liability for the particular cover provided under the relevant Section.
Livestock	any type of farm animal (excluding fish/shellfish/crustaceans), other than a domestic animal or working dog belonging to You and used in connection with Your Farm Business (and which normally produces income for Your Farm Business).
Malware or Similar Mechanism	means any programme code, programming instructions or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programmes, data files, or operations (whether involving self-replication or not)including but not limited to “Virus”, “Trojan Horses”, “Worms”, “Logic Bombs” or “Denial of Service Attack”.
Market Value	the retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining market value.
Market Value of Livestock	means the farm gate value which shall be determined as the value of the animal(s) at the time of loss excluding transport costs, sales costs and any Livestock levies.
Money	cash, bank notes, currency notes, negotiable instruments, negotiable cheques, postal notes, post office money orders, negotiable securities, unused postage stamps, revenue stamps, credit card sales vouchers, instant lottery tickets, store value cards, authorised gift vouchers, public transport boarding bus or transport tickets, telephone credit cards or franking machine credits.

This Word(s)	Mean(s)
Motor Cycle	a motorised bike or Vehicle on which the rider typically sits astride in order to drive. It includes motorbikes, quadbikes, and tricycles.
Motor Vehicle	any type of land-based machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power, including any trailer or other attachment that is normally towed by or operated from any such machine. Motor Vehicle does not include aircraft.
Occurrence	an event during the Period of Insurance (including continuous or repeated exposure to substantially the same general conditions), which results unexpectedly and unintentional from Your standpoint in personal injury or damage to property which You neither expected nor intended to happen. All Personal Injury or Property Damage or Advertising Injury resulting from one original cause will be treated as being caused by the one Occurrence .
Period of Insurance	the period shown in Your Schedule defining the period of cover.
Policy and/or Terms of Policy	this document, Your Schedule and any future documents issued to You that amends the cover or Your Schedule .
Schedule	means: a) the Schedule current for Your Policy ; or b) the renewal notice You have paid; or c) the alteration advice sent to You . The Schedule contains details of the types of cover and levels of cover You have selected and any special conditions or endorsements applicable to Your cover.
Pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or waste.
Portable Effects	personal items owned by You which are designed to be worn or carried, except for money or firearms.
Premium	the amount You pay for the cover provided by this Policy , including any taxes and other government charges.
Proposal	the information You supply to Us that forms part of the basis for Our decision of whether or not to cover You and on what terms. This includes information provided in writing, verbally or by electronic means as part of Your application for cover .
Rainwater	means rain falling from the sky onto buildings and/or ground.
Run-off	Rainwater that has collected on or has flowed across normally dry ground or has overflowed from: a) swimming pools or spas; or b) normally dry storm water gutters and normally dry drains, which have been built or approved by a government or public authority.
Security interest	a security interest as defined in section 12 of the Personal Property Securities Act 2009 (Cth).
Storm	violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by rain or snow.
Storm Surge	the short period rise or fall of the sea level produced by a cyclone.
Sum Insured	the amount(s) You have selected and is/are shown on Your Schedule .
Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Theft	a person has taken Your property without Your knowledge, prior consent or agreement, with the intention of permanently depriving You of that property.

This Word(s)	Mean(s)
Tool of Trade	<p>a Vehicle that has a tool, implement, machine or plant attached to or towed by it for:</p> <p>a) digging, scraping, grading, drilling, levelling; or b) lifting, lowering, or supporting any object or person,</p> <p>which is being used by You for Your Farm Business.</p> <p>Tool of Trade does not include Vehicles whilst travelling to or from a worksite, Vehicles that are used to carry goods to or from Your Farm, or private Vehicles.</p>
Total Loss	where We determine that Your insured property is damaged or destroyed beyond economical repair or is lost and irretrievable.
Tsunami	means a sea wave, or sea waves, caused by sudden movement of the ocean due to earthquakes, landslides or volcanic eruptions. It does not include a rise in the level of the ocean caused by a king tide or a rise above the normal water level along a shore resulting from strong onshore winds and/or reduced atmospheric pressure.
Unattended	means not inspected, attended or visited by You , Your Employees or anyone authorised by You .
Unoccupied	means uninhabited by You , Your Employees or anyone authorised by You , for use as a place of residence for eating, drinking and sleeping overnight.
Vehicle	means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.
Water	includes Rainwater , snow and sleet.
We, Us, Our	<p>Ag Guard Pty Ltd ABN 42 168 502 645 as the agent for the insurer.</p> <p>Address: Unit 303, 115 Military Road, Neutral Bay NSW 2089</p> <p>Email: info@agguard.com.au</p>
Windmill	means fixed equipment at Your Farm that converts kinetic energy from the wind into mechanical energy used to drive machinery for pumping water or milling grain. Windmill does not include a wind turbine that converts kinetic energy from the wind into electrical power.
You, Your, Yours	<p>the person(s), companies, firms or organisations named in Your Schedule as the insured.</p> <p>If more than one person is named as the insured in Your Schedule, We will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or claim by all of them.</p>