

# Farm Pack

SUPPLEMENTARY PRODUCT  
DISCLOSURE STATEMENT



**Ag Guard**

SIMPLE & FAIR  
INSURANCE SOLUTIONS

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This is a Supplementary Product Disclosure Statement (**SPDS**) issued by Ag Guard Pty Ltd (ABN 42 168 502 645, AFSL 480716) (**Ag Guard**) as agent for Great Lakes Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as 'Great Lakes Australia' (**GLA**).

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**.

This SPDS supplements the Farm Pack Product Disclosure Statement and Policy Wording, prepared date 19 December 2019 (**PDS**). This SPDS must be read together with the PDS that **You** hold and any other SPDS **We** have given **You** or may give **You** for **Your** PDS.

This SPDS applies to all policies with a commencement date from 5 April 2021. This SPDS also applies to policies that have been renewed and varied from 5 April 2021.

The purpose of this SPDS is to advise **You** of some changes to the PDS.

## What are the changes?

### PART A – IMPORTANT INFORMATION

1. In 'About Us' (page 2), the address of our Agent Ag Guard Pty Ltd (ABN 42 168 502 645, AFSL 480716) (**Ag Guard**) is deleted and replaced with 'Level 1, 58A Willoughby Road, Crows Nest NSW 2065'

2. 'Choice of Covers' (page 3) is deleted and replaced with:

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

For any **Farming Business** other than hobby farming, 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**.

For the **Farming Business** of hobby farming, a minimum of two 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**.

If **You** require cover for only one section or **You** are not able to meet the minimum and mandatory sections of **Our Policy**, **We** recommend that **You** seek an alternate farm insurance 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.

3. 'Making a claim' (page 3) is deleted and replaced with:

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. The procedures **You** must comply with are:

- a) as soon as reasonably practicable 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 all details as you are reasonably able to provide of the facts and circumstances of the loss, damage, injuries, illness or claim against **You** (noting that **We** may reasonably request further information at a later date in order to progress **Your** claim);
- e) take all reasonable steps to preserve any damaged property and make it available for inspection; and
- f) not authorise the repair or replacement of anything without **Our** agreement (which will not be unreasonably withheld).

## PART D – YOUR POLICY

### SECTION 1 – HOME PROPERTY

#### Part A – Home Buildings and Home Contents

4. In the table '2. What is a Listed Event?' (pages 11 to 14):

- a) For the Listed Events – insured against 'Bursting, leaking, discharging or overflowing of liquid from a fixed apparatus or system', in the corresponding Listed Events – not insured against, the words 'a reasonable amount of time' are deleted and replaced with '48 hours'
- b) **Subsidence** and **Landslide** are now defined terms in the 'General definitions applicable to the whole Policy':

<b>Subsidence</b>	downward movement of the ground beneath a <b>Home Building</b> or <b>Farm Building</b> other than by <b>Settlement</b> .
<b>Landslide</b>	downward movement of sloping ground.

- c) For the Listed Events – insured against 'Erosion, **Subsidence**, **Landslide**...', in the corresponding Listed Events – not insured against, the words '72 hours' are deleted and replaced with '6 days'
- d) For the Listed Events – insured against 'Impact by: a) a falling tree or part of a tree;', in the corresponding Listed Events – not insured against, the words 'appropriate authorisation' are deleted and replaced with 'approval from a local government council or other authority'
- e) For the Listed Events – insured against 'Malicious damage', in the corresponding Listed Events – not insured against, the words 'or anyone acting with **Your** express or implied consent' are deleted
- f) For the Listed Events – insured against '**Storm**, **Rainwater** or **Runoff**', in the corresponding Listed Events – not insured against, 'a)(vi) 04.' is deleted and replaced with:

04. Your failure to adequately maintain the buildings, where **You** were aware or ought to have been aware of the faulty workmanship, design or structural defect, or a reasonable person in the circumstances would have known, at the time of the commencement of this **Policy**

- g) For the Listed Events – insured against '**Theft**, burglary or housebreaking', in the corresponding Listed Events – not insured against:
  - (i) 'a)' is deleted and replaced with '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**, where the **Theft**, burglary or housebreaking is committed by that person with **Your** knowledge and consent;'
  - (ii) 'c)' is deleted and replaced with 'involving money, negotiable instruments, coins or bullion except where stolen from a safe within **Your Home Building** and **Your Home Building** has been entered forcibly and violently. The maximum **We** will pay per claim is \$2,500 and the maximum **We** will pay during the **Period of Insurance** is \$5,000.'

5. In 'What we pay', under 'Home Buildings claims' (pages 14 and 15):

- a) After the words '**We** will, at **Our** discretion', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests):'
- b) '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.' is deleted
- c) After the words '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 insert:

Should **You** replace **Your Home Building** that was a **Total Loss**, at **Your** request, **We** will provide **You** with a quote to insure the new **Home Building**. This quote will be provided in accordance with **Our** standard underwriting

criteria and terms and subject to the conditions of the cover contained within. Any new cover will commence once **You** accept **Our** new terms and pay or agree to pay **Us** the required **Premium**.

- d) After the words ‘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**’, we insert:

, with that amount to be calculated by:

- comparing the value of an item with an item of similar age and condition; and
- establishing the actual cost of an item with similar age and condition.

- e) After the words ‘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’ we insert:

, with that amount to be calculated by:

- comparing the value of an item with an item of similar age and condition; and
- establishing the actual cost of an item with similar age and condition.

- f) After the words ‘If **You** have **Home Building** cover, and **Your Schedule** shows that **Indemnity Value** applies, at **Our** discretion’, but before the words ‘**We** will either pay **You**’, we insert ‘(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)’

- g) After the words ‘**We** will also pay the additional costs required to comply with any statutory authority’ but before the words ‘or by-laws...’, we insert ‘(including home building, housing, planning, heritage, demolition, work health and safety, and contractor licensing legislation, regulations and codes in **Your** applicable State or Territory)’

**6.** In ‘What we pay’ under ‘Home Contents claims’ (page 15):

- a) After the words ‘If **You** have **Home Contents** cover, at **Our** discretion’ but before the words ‘**We** will’, we insert ‘(which will be exercised reasonably and in consideration of both **Our** and **Your** interests):’
- b) After the words ‘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’, we delete ‘less any discount available to **Us** had **We** elected to repair or replace it’
- c) After the words ‘If **Your Home Contents** are damaged beyond economic repair, **We** will pay **You** the reasonable cost of replacement of the damaged items’, we delete ‘less any discount available to **Us** if **We** were to repair it’

**7.** In ‘Additional benefits (applying to Part A of section 1)’ (pages 16 to 23):

- a) In ‘4. Change of Address – Home Contents’, the words ‘30 days’ are deleted and replaced with ‘a reasonable time (which is 30 days unless **We** agree with **You** an alternative timeframe)’
- b) In ‘5. Civil commotion – Home Buildings’, the word ‘uprising’ is deleted and replaced with ‘insurgence or revolt’
- c) **Paraplegia** and **Quadriplegia** are now defined terms in the ‘Specific Definitions in Section 1’:

<b>Paraplegia</b>	means the loss of use of both legs and the permanent loss of use of part of or whole of the lower half of the body having lasted 12 consecutive months and at the expiry of that period is beyond hope of improvement.
<b>Quadriplegia</b>	means the loss of use of both arms and both legs in their entirety having lasted 12 consecutive months and at the expiry of that period is beyond hope of improvement.

- d) In ‘9. Contents in transit to Your new residence – Home Contents’, the word ‘violent’ is deleted and replaced with ‘destructive’
- e) In ‘19. Modifications to Your Home Building’ the terms **Paraplegia** and **Quadriplegia** are defined terms. See above at paragraph 7.c of this SPDS
- f) In ‘20. Legal costs (mortgage discharge) – Home Buildings’, after the words ‘up to \$5,000’, but before the words ‘discharge **Your** mortgage’, we insert ‘to’
- g) In ‘24. Professional fees – Home Building’, after the words ‘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’, but before the words ‘that are directly or indirectly related to repair or replacement of **Your Home Building**’, we insert ‘(that approval not being unreasonably withheld)’
- h) In ‘27. Removal of Debris, professional fees and extra costs – Home Buildings or Home Contents’:
- (i) the words ‘all necessary approvals have’ are deleted and replaced with ‘all necessary approval from a local government council or other authority has’

- (ii) after the words ‘been obtained and removal of the stump would not result in a breach of any’, but before the words ‘laws, by-laws regulations or contractual obligations’, we insert ‘tree preservation orders, local environment plans or similar’
- i) In ‘30. Students’ property in boarding school dormitory or university/college residential hall – Home Contents’, after the words ‘loss or damage caused by **Theft**, unless **You** have supplied evidence of forcible and violent entry to the’, but before the words ‘boarding school dormitory, residential hall or university college’, we insert ‘room or locker where **Your** children’s personal contents are stored within their’

## Part B – Portable effects

- 8. In ‘What we will not pay for under Part A – Home Buildings and Home Contents’ (page 24):
  - a) In ‘a)(iii)’, the words ‘Any person, who is acting with **Your** express or implied consent’ are deleted and replaced with ‘Any person, where that person acted with **Your** knowledge and consent’
  - b) In ‘b)(iii)’, after ‘**Storm**’, we insert ‘**Rainwater or Runoff**’
- 9. In ‘How we will pay your claim under Section 1 – Part B (Portable Effects) (pages 25 and 26):
  - a) After the words ‘At **Our** discretion’, but before the words ‘**We** will’, we insert ‘(which will be exercised reasonably and in consideration of both **Our** and **Your** interests):’
  - b) The paragraph beginning ‘If **We** choose to pay to replace a **Specified Portable Effects** item...’ is deleted and replaced with:
 

If **We** choose to pay to replace a **Specified Portable Effects** item, **We** will pay no more than the amount that it would cost **You** to replace the item with an item substantially the same as, but not better than when new than that item. However, if **You** have specified the **Portable Effects** item for a higher amount, and supplied a registered valuation (unless otherwise agreed in writing with **Us** that it doesn’t need to be registered) for that amount, **We** will pay that amount.
- 10. In ‘What is not covered under Section 1 – Part B’ (page 26):
  - a) In ‘b)(iii)’, after the words ‘the cost of repairing or replacing any defective item that causes the escape of liquid from a fixed domestic appliance’, we insert ‘, **You** were aware or ought to have been aware of the defect, or a reasonable person in the circumstances would have known, at the time of the commencement of this **Policy**.’
  - b) In ‘b)(v)’, definitions are inserted for **Landslide** and **Subsidence**. See above at paragraph 4.b of this SPDS
- 11. In ‘Specific conditions (applying to Section 1) (page 27):
  - a) In ‘1. Occupancy’, after the words ‘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.’, we insert ‘ If **We** agree for **Your** cover to continue, it may be subject to additional conditions that **We** impose. For example, **We** may impose conditions such as turning off power and water at the mains of the **Home Building** whilst **Unoccupied**.’
  - b) In ‘2. Burglary’, after the words ‘If any of these devices are removed, altered, or left inoperative while **You** are absent from the **Address**’, but before the words ‘without **Our** prior consent...’, we insert ‘and where **You** were aware or ought to have been aware of the removal, alteration or in-operation of the devices, or a reasonable person in the circumstances would have known’

## Part C – Personal Legal Liability

- 12. In ‘What We will not provide cover for (Part C – Personal Liability) (pages 28 and 29), in ‘c){(xvii)’, **Pollutants** is now a defined term, although adopting a definition already in effect in the ‘General definitions applicable to the whole Policy’:

<b>Pollutants</b>	any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or waste.
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## Specific Definitions in Section 1

- 13. In the definition of ‘**Home Contents**’ (page 31) , h) to n) are deleted and replaced with:
  - h) any property:
    - (i) illegally in **Your** possession;
    - (ii) stored in a dangerous and illegal way; or
    - (iii) any equipment connected with growing or creating any illegal substance;

- i) commercial or retail trade stock other than business stock temporarily stored inside Your Home Building;
- j) landscaping, trees, plants or including grass or lawns, or soil, bark or mulch, except for plants contained in pots, baskets or similar containers; and
- k) any watercraft motor over 10 hp.

14. A definition is inserted for **Paraplegia**. See above at paragraph 7.c of this SPDS

15. A definition is inserted for **Quadriplegia**. See above at paragraph 7.c of this SPDS

## SECTION 2 – FARM PROPERTY

### Part A – Farm Property

16. In the table of '4. What is a Listed Event?' (pages 34 to 36):

- a) For the Listed Events – covered against 'Impact by: a) a falling tree or part of a tree;', in the corresponding Listed Events – not covered against, the words 'appropriate authorisation' are deleted and replaced with 'approval from a local government council or other authority'
- b) For the Listed Events – covered against 'Malicious damage', in the corresponding Listed Events – not covered against, the words 'or anyone acting with **Your** express or implied consent' are deleted
- c) Definitions are inserted for **Landslide** and **Subsidence**. See above at paragraph 4.b of this SPDS
- d) For the Listed Events – covered against '**Landslide** or **Subsidence**', in the corresponding Listed Events – not covered against, the words '72 hours' are deleted and replaced with '6 days'
- e) For the Listed Events – covered against '**Storm, Rainwater** or **Runoff**', in the corresponding Listed Events – not covered against, 'Damage caused by or arising out of ... e)' is deleted and replaced with:
  - e) water entering the **Farm Property** as a result of structural defects, faulty design of the **Farm Property**, faulty workmanship, where **You** were aware or ought to have been aware of the faulty workmanship, design or structural defect, or a reasonable person in the circumstances would have known, at the time of the commencement of this **Policy**;
- f) For the Listed Events – covered against '**Storm, Rainwater** or **Runoff**', in the corresponding Listed Events – not covered against:
  - (i) 'Damage to a)' is deleted and replaced with '**Self-Propelled Farm Machinery** in the open air unless it is designed to function without the protection of walls or a roof;'
  - (ii) 'e) overhead irrigation systems (including centre pivot irrigations system) unless wind stays are used to stabilize the equipment when not in use' is deleted
  - (iii) In 'Damage to ...g)' the words 'in the open air' are deleted and after the words '**Your Schedule**', we insert 'and designed to function without the protection of walls and a roof'

17. In 'How We will Pay Your claim under Section 2 – Part A (Farm Property) (pages 37 to 39):

- a) 'Reinstatement and replacement value' is deleted and replaced with:
 

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 (which will be exercised reasonably and in consideration of both **Our** and **Your** interests) 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 (this agreement not being unreasonably withheld) and unless **We** agree that it is unsafe to rebuild at the existing location, **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.

**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 (that agreement not being unreasonably withheld) to extend the period.
- b) In 'Indemnity Value', after the words '**We** will at **Our** discretion', but before the words 'pay **You** either', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'
- c) In 'Livestock, Hay or Farm Produce', after the words '**We** will at **Our** discretion', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'

- d) In 'Fencing', after the words '**We** will at **Our** discretion', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'
- e) In 'All other Farm Property claims', after the words '**We** will at **Our** option', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'

## Part B – Portable Business Effects

- 18.** In 'How We will Pay Your claim under Section 2 – Part B (Portable Business Effects) (pages 39 to 40):
- a) After the words 'At **Our** discretion', but before the words '**We** will', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'
  - b) The paragraph beginning 'If **We** choose to pay to replace a **Portable Business Effect** item...' is deleted and replaced with:
 

If **We** choose to pay to replace a **Portable Business Effect** item, **We** will pay no more than the amount that it would cost You to replace the item with an item substantially the same as, but not better than when new than that item. However, if You have specified the item for a higher amount, and supplied a registered valuation (unless otherwise agreed in writing with **Us** that it doesn't need to be registered) for that amount, **We** will pay that amount.

## Optional covers under Section 2

- 19.** In 'Increased Costs of Working' (page 43), 'Farm Use' is deleted and replaced with 'farm use'.
- 20.** In 'Increased Costs of Working' (page 44), 'Excess' is deleted and replaced with:
- An excess of \$750 per claim applies to this **Increased Costs of Working** option.
- If the claim involves loss or damage to motorised fruit/vegetable harvesting machinery, tractors, combine harvesters, cotton pickers, balers, seeders/planters and sprayers, a waiting period of 24 hours applies to these affected vehicles, starting from the time of the loss or damage occurs. **You** are covered for **Increased Costs of Working** incurred for these affected vehicles after the first 24 hours has expired.

## What we exclude – Section 2 Farm Property

- 21.** In '1. Exclusions applicable for Accidental Damage cover' (pages 44 and 45):
- a) In 'a)(iii)', after the words 'delivery or dispatch', we insert ', where **You** were aware or ought to have been aware of the fault, or a reasonable person in the circumstances would have known, or a reasonable person in the circumstances would have known at the time of the commencement of this **Policy**;
  - b) In 'a)(iv)', after the words 'walls or floors', we insert ', where **You** were aware or ought to have been aware of the fault, or a reasonable person in the circumstances would have known, or a reasonable person in the circumstances would have known at the time of the commencement of this **Policy**;
  - c) In 'a)(vii)', after the words 'flavour or finish', we insert '(other than **Storm, Rainwater or Runoff**)';
  - d) In 'a)(ix)', after the words 'residing with them', but before the words ', unexplained inventory shortages...', we insert 'where the act is committed by the tenant or person with **Your** knowledge and consent'
- 22.** In '2. Exclusions applicable for Listed Events and Accidental Damage cover' (page 45):
- a) After the words 'flavour, texture or finish', we insert '(other than **Storm, Rainwater or Runoff**)'
  - b) Definitions are inserted for **Landslide** and **Subsidence**. See above at paragraph 4.b of this SPDS
  - c) The words '72 hours' are deleted and replaced with '6 days'

## Specific conditions (applying to Section 2)

- 23.** '2. Cover ceases after a Total Loss' (page 46) is deleted and replaced with:
- 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**.
- Should **You** replace **Your Farm Property** that was a **Total Loss**, at **Your** request, **We** will provide **You** with a quote to insure the new **Farm Property**. This quote will be provided in accordance with **Our** standard underwriting criteria and terms and conditions of the cover contained within. Any new cover will commence once **You** accept **Our** new terms and pay or agree to pay **Us** the required **Premium**.



24. In '3. Rebuild in other locations' (page 46), after the words 'We agree in writing', but before the words 'You pay any additional costs ...', we insert '(this agreement not being unreasonably withheld) and unless We agree that it is unsafe to rebuild at the existing location,'

## Specific Definitions in Section 2

25. In the definition of 'Farm Contents' (page 47), after the words 'contained within a Farm Building,' but before the words 'and which is used in the ordinary course...', we insert 'or which is designed to operate in the open air'

## SECTION 3 – MOTOR VEHICLES

### Option 1 – Comprehensive Cover

26. In 'What You are covered for' (page 51) under '1. Your Vehicle – cover for accidental loss or damage':
- After the words 'We will at Our discretion', we insert '(which will be exercised reasonably and in consideration of both Our and Your interests)'
  - After the words 'Cover in respect of Your Vehicle will cease once Your claim for a Total Loss of Your Vehicle has been paid by Us.', we insert:  
  
Should You replace Your Vehicle that was a Total Loss, at Your request, We will provide You with a quote to insure the new Vehicle. This quote will be provided in accordance with Our standard underwriting criteria and terms and subject to the conditions of the cover contained within. Any new cover will commence once You accept Our new terms and pay or agree to pay Us the required Premium.

### Additional benefits (applying to Comprehensive Cover)

27. In '1. Rental car following Theft (Private Motor or Farm Motor (utility or van))' (page 52), after the words 'has been arranged or approved by Us', we insert '(that approval not being unreasonably withheld).'
28. In '2. Legal costs' (page 53), after the words 'Subject to Our agreement in writing', but before the words 'We will also pay for ...', we insert '(that agreement not being unreasonably withheld)'
29. In '4. Emergency repairs (Private Motor or Farm Motor (utility or van only))' (page 53), the definitions Private Vehicles and Farm Vehicles are replaced with Private Motor and Farm Motor, respectively

### Option 2 – Third Party Liability

30. In '1. Legal liability for damage to other people's property' (page 55), after the words 'Cover will cease':
- 'on the date that We confirm We will pay Your claim for the Total Loss of Your Vehicle' is deleted
  - We insert 'when a claim for the Total Loss of Your Vehicle has been accepted by Us'

### Additional benefits (applying to Third Party Liability cover)

31. In '3. Legal costs' (page 56), after the words 'Subject to Our agreement in writing', but before the words 'We will pay for all legal costs...', we insert '(that agreement not being unreasonably withheld)'

### Option 3 – Third Party Liability, Fire and Theft

32. In '1. Legal liability for damage to other people's property' (page 56), after the words 'Cover will cease':
- 'on the date that We confirm We will pay Your claim for the Total Loss of Your Vehicle' is deleted
  - We insert 'when a claim for the Total Loss of Your Vehicle has been accepted by Us'

33. In '4. Cover for loss or damage caused by Fire or Theft' (page 58), after the words 'At **Our** discretion', but before the words '**We** will', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'

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

34. In '2. Legal costs' (page 57), after the words 'Subject to **Our** agreement in writing', but before the words '**We** will also pay...', we insert '(that agreement not being unreasonably withheld)'

### Option 4 – Fire and Theft

35. In '1. Fire and Theft' (page 58), after the words 'At **Our** discretion', but before the words '**We** will', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'

### Specific exclusions – What is not covered under Section 3

36. In '2.f)' (page 59), after the words 'or any other person', we insert 'where that act is committed by that person with **Your** knowledge and consent'

### Specific conditions (applying to Section 3)

37. In '2. Change of cover details' (page 60), the word 'immediately' is deleted and replaced with 'as soon as reasonably practicable'
38. In '3. Combine harvesters' (pages 60 and 61), after the words 'combine harvester is operated', but before the words 'This condition must be complied with', we insert:

For example, in New South Wales, the *Rural Fire Act 1997* (NSW) (as amended or repealed) provides that land owners and occupiers have a duty to prevent the start or spread of fires on a property. The *Rural Fire Regulation 2013* (NSW) (as amended or repealed) requires that a person must not, in connection with use of agricultural, pastoral or other land use, drive or use in grass etc any motorized machine unless heated areas of the machine will not come into contact with combustible matter and the machine is maintained in a good and serviceable condition so as to prevent a fire outbreak. **You** must consider the legislation or regulations in force in the State or Territory in which **Your Farm** is located or in which an insured combine harvester is operated.

### Making a claim under Section 3

39. In 'Authorising repairs' (page 63), after the words '**You** may only authorize emergency repairs', but before the words 'and **You** are not authorised...':
- The words 'as defined in the **Policy**' are deleted
  - We insert '(being those required if **You** cannot drive **Your Vehicle** home after it is involved in an accident)'
40. 'Total Loss – Salvage of Vehicle' (page 63) is deleted replaced with:
- If **Your Vehicle** is a **Total Loss**, **You** may request to retain any salvage, including accessories, provided **You** agree to pay the **Vehicle Market Value** and any associated costs.

## SECTION 4 – MACHINERY AND ELECTRONIC BREAKDOWN

### Plant and machinery breakdown – Specific conditions of cover

41. In 'Specified Plant and Machinery Cover' (page 65):
- In 'b)', we insert the words 'take all reasonable steps to', before the words 'preserve any damaged...'
  - The words 'in a manner consistent with generally accepted rules of engineering practice' are deleted and replaced with the following: 'by a suitably qualified engineer or similar accredited professional'

## How We will pay Your claim under Section 4

42. In 'Plant and machinery breakdown' (page 66), after the words 'If the conditions pertaining to **Blanket Machinery** cover are not', and before the words 'satisfied, then...', we insert 'reasonably'

43. '1. Repairs' (pages 66 and 67) is deleted and replaced with:

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 components or manufacturers' specifications for **Your Plant and Machinery** are no longer available due to **Obsolescence**, **We** will pay the value of the item immediately before the loss occurred, less reasonable wear, tear and depreciation.

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

## Specific options available under Section 4

44. 'Specific Exclusions applying to the optional "Deterioration of stock" cover' (page 68) is deleted and replaced with:

We will not pay for:

- a) any loss or damage due to shrinkage, inherent defects (where **You** were aware or ought to have been aware of the defect, or a reasonable person in the circumstances would have known at the time of the commencement of this **Policy**) or diseases;
- b) penalties for delay or detention or **Consequential Loss** or damage or liability of any nature whatsoever, where the delay etc. is determined to be **Your** fault;
- 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**.

## What is not covered under Section 4

45. **Consequential Loss** is now a defined term in 'Specific Definitions in Section 4':

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<b>Consequential Loss</b>	Loss of use, loss of revenue, loss of profit; loss of opportunity or wasted overheads.
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46. In 'g)(vii)', definitions are inserted for **Landslide** and **Subsidence**. See above at paragraph 4.b of this SPDS

## Exclusions applicable to only electronic equipment breakdown

47. In 'a)' (page 71), after the words 'faulty packing or storage or inherent defect', we insert 'where **You** were aware or ought to have been aware of the defect, or a reasonable person in the circumstances would have known at the time of the commencement of this **Policy**'

## Policy section conditions

48. 'a) Licencing and regulations' (page 71) is deleted and replaced with:

If any insured equipment must be licensed or registered 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. For example, in New South Wales, the *Work Health and Safety Regulations 2011* (NSW) (as amended or repealed) sets out duties of persons managing or controlling plant and the registration of plant items. **You** must consider the legislation or regulations in force in the state or Territory in which **Your Electronic Equipment** is located or operated.

49. 'c) Obligation to prevent loss' (page 71) is deleted and replaced with:

If **We** or our authorised representative discover machinery or electronic equipment in or exposed to a dangerous condition, **You** must comply with any direction reasonably provided by **Us** or **Our** representatives to prevent loss. If **You** do not comply within 30 days or other reasonable period of time as **We** may agree of receiving the direction, **We** may refuse to pay a claim and cancel **Your Policy**.

50. 'e) Claims procedures and requirements' (page 71) is deleted and replaced with:

Insofar as is reasonable and practicable, **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 take reasonable steps to leave all replaced parts at **Your Farm** for our inspection.

## Specific Definitions in Section 4

51. A definition is inserted for **Consequential Loss**. See above at paragraph 49 of this SPDS

## SECTION 5 – THEFT

### How We will pay Your claim under Section 5

52. In '1. Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Fencing, Hay, Livestock or Farm Produce and Wool' (page 74), after the words 'At **Our** discretion', but before the words '**We** will', we insert '(which will be exercised reasonably and in consideration of both **Our** and **Your** interests)'

### Specific exclusions – What is not covered under Section 5

53. In 'f)' (page 75), a definition is inserted for **Consequential Loss**. See above at paragraph 45 of this SPDS

54. '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' (page 75) is deleted.

## SECTION 6 – LAND TRANSIT

### Additional benefits applying to this section

55. In '3. Livestock' (page 77):

- a) The words 'If **We** agree to pay a claim for **Livestock** under this section, **We** will also pay' are deleted
- b) We insert 'If the **Policy** provides cover for **Livestock** under this section, cover is also available for'

## How We will pay Your claim

56. In '1. Livestock' (page 78), after the words 'We will at Our discretion', but before the words 'pay the lesser of', we insert '(which will be exercised reasonably and in consideration of both Our and Your interests)'
57. In '2. Farm Goods' (page 78), after the words 'At Our discretion', but before the words 'We will', we insert '(which will be exercised reasonably and in consideration of both Our and Your interests)'

## Exclusions – What we will not pay for

58. After the words 'which results in the claim,' (page 78), but before the words 'the Conveying Vehicle was', we insert 'where'

## SECTION 7 – PUBLIC & PRODUCTS LIABILITY

### What you are covered for

59. In '3. Additional costs We pay' (page 80), 'b' is deleted and replaced with 'all reasonable expenses (not including loss of earnings) that You incur, but only where We have agreed in writing to pay those reasonable expenses (that agreement not unreasonably withheld)'
60. In '4. Defending legal action' (page 80), after the words 'settle any claims.', but before the words 'We are not obliged...', we insert 'When We defend, negotiate and settle a claim, We will act reasonably and in consideration of both Our and Your interests.'

### Additional benefits (applying to this section 7)

61. '1. Aircraft Landing Area' (page 80) is deleted and replaced with:  
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 **You** do not receive payment, or are party to any contract, for the use of the **Aircraft Landing Area** and the **Aircraft Landing Area** complies with all relevant regulations, statutes and by-laws in force, including Part 139 of the *Civil Aviation Safety Regulations 1998* (Cth) (as amended or repealed) and Part 139 of the *Manual of Standards 2019* (Cth), which provide requirements for aerodromes, including certification, operation and maintenance.
62. In '2. Escape of Livestock' (page 80), after the words 'escape of that Livestock.', we insert:  
For example, in New South Wales, the *Dividing Fences Act 1991* (NSW) (as amended or repealed) defines what is a sufficient dividing fence and outlines responsibilities for people doing fencing work. **You** must consider the legislation or regulations in force in the state or territory in which **Your Livestock** is located.
63. In '3. Livestock droving, 'road-reserve' grazing and livestock crossings' (pages 80 and 81), after the words 'local authority or council area.', we insert:  
For example, in New South Wales, the *Local Land Services Act 2013* (NSW) (as amended or repealed) provides for authorised use of travelling stock reserves and public roads, including stock and reserve permits **You** must consider the legislation or regulations in force in the state or territory in which **Your Livestock** is located.
64. In '7. Overspray damage' (page 82), after the words 'agricultural chemicals.', we insert:  
For example, in New South Wales, the *Pesticides Regulation 2017* (NSW) (as amended or repealed) provides it is compulsory for people using pesticides for commercial or occupational purposes to record pesticide use. **You** must consider the legislation or regulations in force in the state or territory in which **Your Farm** is located.
65. In '8. Continuing cover after a Total Loss' (page 82), after the words 'caused the Total Loss.', we insert:  
Should **You** replace **Your Farm Building** that was a **Total Loss**, at **Your** request, **We** will provide **You** with a quote to insure the new **Farm Building**. This quote will be provided in accordance with **Our** standard underwriting criteria and terms and subject to the conditions of the cover contained within. Any new cover will commence once **You** accept **Our** new terms and pay or agree to pay **Us** the required **Premium**.

66. '10. Drones' (page 82) is deleted and replaced with:

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 all relevant regulations, statutes and by-laws in force, including Part 101 of the *Civil Aviation Safety Regulations 1998* (Cth) (as amended or repealed) which provides requirements for approval and operation of **Drones**.

## Optional benefits available under this Section 7

67. In '3. Horse riding', (page 83), the word 'five' is replaced with 'ten'

## Specific exclusions – What we will not pay for

68. In '2. Aircraft and Drones' (page 83), 'd' is deleted and replaced with:

**Your**, **Your Employees** or **Your** agent's use of any **Drone** (where that person's use of the **Drone** is with **Your** knowledge and consent) outside the boundary of **Your Farm** and/or otherwise operated in contravention of all relevant regulations, statutes and by-laws in force, including Part 101 of the *Civil Aviation Safety Regulations 1998* (Cth) (as amended or repealed) which provides requirements for approval and operation of **Drones**.

69. A new section '7. Pathogenic human disease' is inserted:

directly or indirectly arising out of or in any way connected with any contamination, infection, outbreak, spread or transmission of any human disease determined to be a listed human disease under the *Biosecurity Act 2015* (Cth) or subsequent amendments or replacement or equivalent legislation.

70. In '9. Building operations' (page 84), 'arising directly or indirectly from' is deleted

71. In '10. Consequential loss' (page 84), the words 'consequential loss due to' are deleted and we insert 'directly or indirectly arising out of or in any way connected to'

72. In '16. Dishonest acts or omissions' (page 85), the words 'the consent of **You** and **Your Family**' are deleted and we insert '**Your** knowledge and consent'

73. In '20. Faulty workmanship' (page 85), after the words '**You** or on **Your** behalf', we insert '(where that work or service was performed by that person with **Your** knowledge and consent)'

## Special conditions applying to this section

74. In '1. Discharge of liabilities' (page 87), 'c' is deleted and replaced with:

the total amount for which any claim for **Personal Injury** or **Property Damage** could be settled if, at any time, in the opinion of a solicitor that **You** and **We** agree to appoint, 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.

## Specific definitions in Section 7

75. The definition of **Pollutants** is deleted.

# GENERAL EXCLUSIONS, CONDITIONS AND OTHER TERMS

## General exclusions

76. '6. Intentional damage' (page 90), is deleted and replaced with:

any claim arising directly or indirectly from damage or liability intentionally caused or incurred by:

- a) **You**;
- b) a member of **Your Family**;
- c) a person acting with **Your** express or implied consent or that of a member of **Your Family**;
- d) **Your** tenant;
- e) **Your Employees**;
- f) **Your** invitees; or
- g) anyone who permanently or temporarily lives with **You**.

77. A new section '7. Malicious damage' is inserted:  
any claims for 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**.
78. In '12. Pollution and Contamination' (page 91), 'pollution' is deleted and replaced with the defined term **Pollutants**. See above at paragraph 12 of this SPDS

## General conditions

79. We delete and replace the preamble text, before the numbered conditions (page 92), with:  
If **You**, or any person entitled to a benefit under this **Policy**, and **You** fail to meet the conditions set out below, **We** may reduce what **We** pay for **Your** claim, to the extent that **We** have been prejudiced.  
If **You**, or any person entitled to a benefit under this **Policy**, make a fraudulent claim, **We** may refuse to pay **Your** claim or cancel this **Policy**.
80. In '1. Your Assistance and co-operation is required' (page 92), the word 'fully' is deleted and replaced with 'as reasonably required'
81. In '5. Reasonable care' (page 92), after the words 'used in **Your Farming Business**,' but before the words '**You** must obtain certificates...', we insert:  
For example, in New South Wales, the *Dangerous Goods (Road and Rail Transport) Regulation 2014* (NSW) (as amended or repealed) sets out obligations for persons involved in transporting dangerous goods by land transport and gives effect to the Australian Code for the Transport of Dangerous Goods by Road and Rail. **You** must consider the legislation or regulations in force in the state or territory in which **Your Farming Business** is operated.
82. In '6. If Your circumstances change' (page 93), the words 'Examples include but are not limited to' are deleted and replaced with '**You** must tell us if'
83. In '9. Reinstatement of Sum Insured – partial loss' (pages 93 and 94), the words 'or written notice by **Us** to the contrary' are deleted

## Making a claim

84. In '1. When loss or damage occurs' (page 95):
- In 'b)', the word 'immediately' is deleted and replaced with 'as soon as reasonably practicable'
  - In 'e)', the words 'within reason' are deleted and replaced with 'take reasonable steps to'
  - In 'f)', after the words 'without **Our** agreement', we insert '(which will not be unreasonably withheld)'
85. In '2. If You want to make a claim' (page 95):
- In 'b)', after the words 'gave rise to the claim', we insert 'or within another reasonable period of time as **You** and **Us** agree'
  - 'c)' is deleted and replaced with the following:  
give **Us** all the information and documentation which **We** reasonably request and you are reasonably able to provide. 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
  - In 'd)', the word 'immediately' is deleted and replaced with 'as soon as reasonably practicable'
86. In '3. Defending and settling claims' (page 95):
- After the words '**We** control', but before the words 'the defence of all claims', the word 'all' is deleted'
  - After the words 'and assistance **We** may', but before the word 'need', we insert 'reasonably'
  - After the words '**We** have made on a claim.', but before the words '**We** may keep any amount ... ', we insert a new 'c)' as follows:  
When **We** defend, negotiate and settle a claim, **We** will act reasonably and in consideration of both **Our** and **Your** interests.

87. In '6. Inspection' (page 96), after the words 'You must', but before the words 'give Us access to ...', we insert 'reasonably'
88. '7. Premium' and Section '8. Other indemnity or insurance' (page 96) are deleted and replaced with a new section '7. Other indemnity or insurance':

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).

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.

## General definitions applicable to the whole Policy

89. A definition is inserted for **Landslide**. See above at paragraph 4.b of this SPDS
90. A definition is inserted for **Settlement** in the 'General definitions applicable to the whole Policy':

<b>Settlement</b>	Downward movement as a result of the soil being compressed by the weight of a <b>Home Building</b> or <b>Farm Building</b> within 10 years of construction.
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91. A definition is inserted for Subsidence. See above at paragraph 4.b of this SPDS
92. In the definition of **We, Us, Our**, 'Unit 303, 115 Military Road, Neutral Bay NSW 2089' is deleted and replaced with 'Mezzanine, 126 Willoughby Road, Crows Nest, NSW 2065'

## NO OTHER CHANGES

Apart from the changes detailed in this SPDS and any other previous SPDS, the original PDS is otherwise unchanged and remains effective.

## FUTURE CHANGES

From time to time, updates to our products which are not materially adverse to You may be found on the Ag Guard website at [www.agguard.com.au](http://www.agguard.com.au). You can call us on 02 8052 3997 (Option 2) if You would like a copy to be sent to You.

## GENERAL INFORMATION

This information is general information only and does not take into account Your individual needs, objective or financial situation. Before You decide to buy or to continue to hold an insurance product, You must read the relevant PDS or Combined PDS together with the relevant SPDS. These documents contains important information which will help You understand the product, including what's covered and what's not covered and to decide whether it is appropriate for You.

## CONTACT US

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: Mezzanine, 126 Willoughby Road, Crows Nest NSW 2065.

Postal Address: PO Box 164, Milsons Point, NSW, 1565.

### Policy Enquiries:

Phone: 02 8052 3997 (Option 2)

Online: [www.agguard.com.au](http://www.agguard.com.au)

Email: [sales@agguard.com.au](mailto: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)

