

# Steadfast Farm Pack

Product Disclosure Statement  
and Policy Document.



Allianz 

  
**Steadfast**  
STRENGTH WHEN YOU NEED IT



# Table of contents

	Page		Page
<b>Introduction</b>	4	What are Contents	20
About Allianz	4	What are not Contents	21
Summary of the available covers	4	How We will settle Your Contents claim	21
Understanding Your Policy and its important terms and conditions	5	Option 1 – Accidental Damage	22
Applying for cover	6	Other benefits We will pay under Part A – Buildings and/or Contents	23
How We calculate Your premium	6	When We will not pay a claim under Part A – Buildings and/or Contents	30
Instalment premiums	7	<b>Part B – Personal Effects</b>	32
Cooling off rights	7	The cover	32
Basis on which We insure You	7	What are unspecified Personal Effects	32
Information on this Product Disclosure Statement (PDS)	7	What are not Personal Effects	32
Updating this PDS	7	Specified Personal Effects	32
Your Duty of Disclosure	8	How We will settle Your Personal Effects claim	32
Privacy Notice	8	When We will not pay a claim under: Part A – Buildings and/or Contents Part B – Personal Effects	33
General Insurance Code of Practice – providing You with even better service	9	<b>Part C – Legal liability – cover for injury to other people or their property</b>	34
Complaints – Internal and external complaints procedure	9	<b>Part D – Domestic Workers’ Compensation</b>	35
Contact for assistance or confirmation of cover	9	The cover	35
Renewal Procedure	9	Special condition of cover applicable to Section One	36
Financial Claims Scheme	9	Making a claim under Section One	36
General definitions applicable to all Sections of this Policy	9	Endorsement applicable to Section One	36
General exclusions applicable to all Sections of this Policy	11	<b>Section Two – Farm Property</b>	
General conditions applicable to all Sections of this Policy	12	The cover	37
<b>Section One – Home Property</b>		Definitions applicable to Section Two	38
Cover options	17	Cover 1 – Defined Events applicable to Section Two	41
Definitions applicable to Section One	17	Cover 2 – Accidental Damage	42
<b>Part A – Buildings and/or Contents</b>	17	How We will settle Your Farm Property claim	44
If You have Buildings cover	17	Other benefits We will pay under Section Two	46
The cover	17	Specific options available under Section Two	48
What are Buildings	18	When We will not pay for Additional Costs	49
What are not Buildings	18	Specific conditions applicable to Section Two	49
How We will settle Your Buildings claim	19	Making a claim under Section Two	50
If You have Contents cover	19	<b>Section Three – Public and Products Liability</b>	
The cover	19	The cover	50
		Definitions applicable to Section Three	50

	Page		Page
Limit of Indemnity applicable to Section Three	53	<b>Section Six – Land Transit</b>	
Other benefits We will pay under Section Three	54	The cover	77
When We will not pay a claim under Section Three	55	Definitions applicable to Section Six	77
Specific conditions applicable to Section Three	58	How We will settle Your Land Transit claim Farm Goods	78
Endorsements applicable to Section Three	59	Other benefits We will pay under Section Six	78
<b>Section Four – Motor Vehicle</b>		When We will not pay a claim under Section Six	78
Cover options	59	Making a claim under Section Six	79
Definitions applicable to Section Four	59	<b>Section Seven – Pleasure Craft</b>	
<b>Part A – Comprehensive</b>	60	The cover	79
The cover	60	Definitions applicable to Section Seven	79
Other benefits We will pay under Part A of Section Four	61	Cover for accidental loss or damage to Your Craft	80
Specific options available under Part A of Section Four	64	Cover for death or injury to other people or damage to their property (legal liability)	80
How You earn a no claim bonus	64	Other benefits We will pay under Section Seven	80
<b>Part B – Third party property damage</b>	64	Specific options available under Section Seven	81
The cover	64	When We will not pay a claim under Section Seven	81
Other benefits We will pay under Part B of Section Four	65	Specific condition of cover applicable to Section Seven	83
Uninsured motorists extension	66	If You obtain another Craft or replace Your Craft	83
<b>Part C – Third party property damage, Fire and Theft</b>	66	Making a claim under this Section Seven	83
The cover	66	<b>Section Eight – Machinery Breakdown</b>	
Cover for loss or damage caused by Fire or Theft	67	The cover	84
Other benefits We will pay under Part C of Section Four	67	Definitions applicable to Section Eight	84
Uninsured motorists extension	67	How We will settle Your Machinery Breakdown claim	84
When We will not pay Your claim under Section Four	68	Other benefits We will pay under Section Eight	85
Specific conditions of cover applicable to Section Four	69	Specific option available under Section Eight	85
Making a claim under Section Four	69	When We will not pay a claim under Section Eight	86
<b>Section Five – Personal Accident and Sickness</b>		Specific conditions applicable to Section Eight	86
The cover	72	Making a claim under Section Eight	87
Definitions applicable to Section Five	72	<b>Section Nine – Computer/Electronic Equipment Breakdown</b>	
Defined Events	73	The cover	87
How We will settle Your Personal Accident and Sickness claim	73	Definitions applicable to Section Nine	87
Other benefits We will pay under Section Five	74	How We will settle Your Computer/Electronic Equipment Breakdown claim	87
Specific option available under Section Five	75	Specific option available under Section Nine	88
When We will not pay a claim under Section Five	75	When We will not pay a claim under Section Nine	88
Specific conditions of cover applicable to Section Five	76	Specific conditions of cover applicable to Section Nine	89
		Making a claim under Section Nine	89

	Page
<b>Section Ten – Theft</b>	
The cover	89
Definitions applicable to Section Ten	89
How We will settle Your Theft claim	89
Other benefits We will pay under Section Ten	90
When We will not pay a claim under Section Ten	90
Making a claim under Section Ten	90
<b>Section Eleven – Miscellaneous</b>	
Part A – Working Dogs	
The cover	91
Definitions applicable to Section Eleven	91
How We will settle Your Working Dogs claim	91
When We will not pay a claim under Part A of Section Eleven	91
Part B – Frozen Embryos/Semen	
The cover	91
Definitions applicable to Section Eleven	91
How We will settle Your Frozen Embryos/Semen claim	92
When We will not pay a claim under Part B of Section Eleven	92
<b>Section Twelve – Tax Audit</b>	
The cover	92
Definitions applicable to Section Twelve	92
When We will not pay a claim under Section Twelve	93
Specific conditions applicable to Section Twelve	93
<b>Section Thirteen – General Property</b>	
The cover	94
Definitions applicable to Section Thirteen	94
How We will settle Your General Property claim	94
When We will not pay a claim under Section Thirteen	95

# Introduction

This document contains information designed to help You decide whether to buy Our Farm Pack Policy.

## About Allianz

Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 is the insurer of this Policy and is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

## About Steadfast

Steadfast Group Limited (Steadfast) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast brokers. This Policy has been developed for distribution by Steadfast and is available exclusively to You through a Steadfast broker.

## Important information about Steadfast's advice

Any advice Steadfast gives about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Steadfast's advice, You should consider the appropriateness of the advice, taking into account Your own objectives, financial situations and needs. Before You make any decisions about whether to acquire this Policy We recommend You should read this insurance Policy.

## Summary of the available covers

You can apply to buy any of the following – You can choose what You need.

However, You cannot however buy a Farm Pack Policy that is comprised solely of one or more of the following covers:

- Section One – Home Property
- Section Four – Motor Vehicles (Private Use); and
- Section Five – Personal Accident and Sickness

If you select one or more of these covers then at least one further Section not specified above must also be taken.

Cover Type	Summary of covers (Each Section contains details of the limits, specific conditions and exclusions that apply)
Section One – Home Property	You can apply to buy: <ul style="list-style-type: none"> <li>• Buildings Cover (see part A); and/or</li> <li>• Contents Cover (see Part A);</li> <li>• Personal Effects Cover (see Part B);</li> <li>• Legal Liability (see Part C); and/or</li> <li>• Domestic Workers Compensation Cover (see Part D).</li> </ul>
Section Two – Farm Property	This covers Farm Property for physical loss or damage caused by Defined Events and provides a number of automatic additional and optional benefits.
Section Three – Public and Products Liability	This covers You for amounts You are legally liable to pay as compensation for Personal Injury and/or Property Damage occurring within the Territorial Limits as a result of an Occurrence in connection with Your Farming Business. It also provides a number of automatic additional benefits.
Section Four – Motor Vehicles	<p>If You choose comprehensive cover – You are covered for:</p> <ul style="list-style-type: none"> <li>• accidental loss or damage to Your Vehicle caused by an accident or Theft;</li> <li>• Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident which is partly or fully Your fault and arises from the use of Your Vehicle or caravan or trailer towed by it; and</li> <li>• supplementary bodily injury.</li> </ul> <p>It also provides a number of automatic additional and optional benefits.</p> <p>If You choose third party property damage cover only – You are covered for legal liability and supplementary bodily injury. It also provides a number of automatic additional benefits.</p> <p>If You choose third party property damage, fire and Theft cover only – You are covered for:</p> <ul style="list-style-type: none"> <li>• loss or damage to Your Vehicle caused by fire or Theft; and</li> <li>• legal liability and supplementary bodily injury.</li> </ul> <p>It also provides a number of automatic additional benefits.</p>

Cover Type	Summary of covers (Each Section contains details of the limits, specific conditions and exclusions that apply)
Section Five – Personal Accident and Sickness	This provides for payment of: <ul style="list-style-type: none"> <li>• a set percentage of the Capital Sum Insured if the Insured Person suffers from an Injury resulting in a Defined Event;</li> <li>• a Weekly Benefit for Temporary Total Disablement as a result of a Defined Event or sickness or a Temporary Partial Disablement as a result of a Defined Event.</li> </ul> It provides a number of automatic additional benefits and an optional guaranteed renewable benefit.
Section Six – Land Transit	This covers loss or damage to Farm Goods or Livestock while in a conveying vehicle on land caused by one or more of the Defined Events. It also provides a number of additional benefits.
Section Seven – Pleasure Craft	This covers You for: <ul style="list-style-type: none"> <li>• loss (including Theft) or damage to Your Craft caused by an accident which occurs while it is ashore within Australia or afloat on Australian Coastal Waters.</li> <li>• Your legal liability to pay compensation for accidental death of or bodily injury to any person; accidental loss or damage to someone else’s property; the cost of raising removal and destruction of Your wrecked Craft or any attempt to do so; and any neglect or failure to remove or destroy it, caused by the use and ownership of the Craft by You.</li> </ul> It also provides a number of automatic additional and optional benefits.
Section Eight – Machinery Breakdown	This covers damage to Your insured electrical and mechanical machinery, boilers and pressure vessels for loss or damage caused by Breakdown. It also provides a number of automatic additional benefits and an optional deterioration of stock benefit.
Section Nine – Computer/ Electronic Equipment	This covers Breakdown of Your insured computers and/or electronic equipment caused by the occurrence of a Defined Event. An optional restoration of data benefit is also available
Section Ten – Theft of Farm Property	This covers You for loss of or damage to: <ul style="list-style-type: none"> <li>• Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain and Wool which occurs as a result of Theft or attempted Theft; and</li> <li>• Money which occurs as a result of Theft or attempted Theft while in Your personal care or in transit.</li> </ul> It also provides a number of automatic additional benefits.
Section Eleven – Miscellaneous	Part A – Working Dogs covers You for loss or damage to Your Working Dog(s) caused by a Defined Event. Part B – Frozen Embryos/Semen covers You for accidental loss or damage to Property Insured.
Section Twelve – Tax Audit	This covers You for the Professional Fees reasonably and necessarily incurred within the Commonwealth of Australia in connection with an Audit.
Section Thirteen – General Property	This covers You for accidental damage to Your Property Insured caused by any sudden, unexpected or unforeseen occurrence.

## Understanding Your Policy and its important terms and conditions

To properly understand the Policy’s significant features, benefits and risks You need to carefully read:

- about each of the available types of cover and benefits in the relevant Sections One to Thirteen (the cover provided under each Section can be affected by the following):
  - the rest of this “Introduction” section – this sets out how You apply for cover, the basis on which We insure You, the Duty of Disclosure You need to meet before We insure You, Our privacy information and Our dispute resolution procedures;
  - the “General definitions” section – this sets out what We mean by specific words used in the Policy. These words begin with a capital letter throughout this document;

- d) the “General exclusions applicable to all Sections of this Policy” section – this sets out the general exclusions and limits that apply to all covers and benefits;
- e) the “General conditions applicable to all Sections of this Policy” section – this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim;
- f) Your Schedule and any endorsements or other written changes to the cover We issue You with – these contain specific details relevant to You and can affect Your cover.

## Applying for cover

The proposal is the application form completed by You or on Your behalf. We rely on this information to decide whether to offer insurance and the terms on which We provide cover.

When You apply for the Policy by completing a proposal, We or Our representative will confirm with You:

- a) the covers You require (including the property You wish to cover, the limits You require for certain covers (if optional), whether any third parties will be noted as having an interest, and the Excesses that You must contribute for certain claims) – We only cover You for those Policy Sections and optional benefits shown as covered on Your Schedule up to the relevant specified limits.

The maximum amount We pay under this Policy in respect of any one Claim and in the aggregate in respect of all Claims will not exceed either the Sum Insured or the Limit of Liability for the relevant Policy Sections shown as insured on Your Schedule.

Different limits may apply to each Section and will also depend on Your choice of covers, options or endorsements. You should refer to Your Schedule which will show each limit for the cover under Your Policy.

The Policy sets out the cover We provide. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss Yourself.

You should also read the GST notice in the “General conditions applicable to all Sections of this Policy” section to understand how GST is applied to a claim;

- b) whether any standard terms need to be varied (this may be by way of an endorsement);
- c) the Period of Insurance;
- d) Your premium – the base premium We charge varies according to Your risk profile (e.g. location of risk, the type of property being insured, the cover required, other persons being insured and Your claims history etc).

In some cases discounts may apply if You meet certain criteria We set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable). In some cases a service fee will apply where You select to pay Your premium by instalments.

We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in Your Schedule We issue You with.

If You pay Your premium by instalments, refer to the “General conditions applicable to all Sections of this Policy” section for important details on Your and Our rights and obligations. Note that an instalment premium outstanding for 14 days may result in our refusal to pay a claim.

The above details are recorded in Your Schedule We issue to You after cover is entered into.

## How We calculate Your premium

The amount of Your premium is determined by taking a number of different matters into account. You can seek a quote at any time.

It is important for You to know in particular that the premium varies depending on the information We receive from You about the risk to be covered by Us. The higher the risk is (e.g. high claims experience), the higher the premium will be. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium.

We calculate Your premium on the basis of information that We receive from You when You apply for insurance.

Some factors impacting premiums include:

- Your nominated Sum Insured;
- where Your Business is situated;
- the materials used in the construction of Your Building(s);
- the nature of Your Business;
- security measures used for Your Property Insured (e.g. alarms, deadlocks); and
- any additional Excess You nominate to pay above Our basic Excess

This means that when You purchase a Policy You may elect to take a higher Excess in the event of a claim, which will reduce the cost of Your premium. If You are interested in this, You should ask Your intermediary or Us to supply You with quotes based on differing amounts of Excesses.

Your premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy) in relation to Your Policy. These amounts will be set out separately on Your Schedule of insurance as part of the total premium payable.



In cases where We are required to pay an estimated amount (e.g. for Fire Services Levies) based on criteria set by the Government, We allocate to the Policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

Minimum premiums may apply. In some cases, discounts may apply if You meet certain criteria We set. Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the entry into the Policy. If You fail to pay We may reduce any claim payment by the amount of premium owing and/or cancel the Policy. Special rights and obligations apply to instalment premium payments as set out below.

### **Instalment premiums**

If You pay Your premium by instalments refer to the "General conditions applicable to all Sections of this Policy" section for important details on Your and Our rights and obligations. Note that an instalment premium outstanding for 14 days allows Us to refuse to pay a claim. In some cases a service fee will apply where You select to pay Your premium by instalments. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Schedule We issue to You.

### **Cooling off rights**

You have a cooling off period of fourteen (14) days from the date you purchased your policy. During this period you can return your policy and receive a refund of your premium unless you have made a claim or the Period of Insurance has ended or a covered event that will start and end within the cooling off period has started.

We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are reasonably related to you buying and cancelling your policy and any government taxes or duties we cannot recover.

After the cooling off period has ended, you still have cancellation rights (refer to "General conditions applicable to all Sections of this Policy" for full details).

## **Basis on which We insure You**

We agree to insure You:

- based on the information provided in Your proposal and subject to payment of the required premium by the required date.
- in accordance with the Policy terms and conditions – Your Policy is made up of Your proposal, this Policy Document, Your Schedule and any written endorsements We issue to You. You should carefully read all of these as if they are one document and keep them in a safe place.

If You require further information about the Policy or wish to confirm a transaction, please refer to the contact details provided on the back cover.

## **Information on this Product Disclosure Statement (PDS)**

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) (the Act) depending on your circumstances.

Only the parts of this Policy Document relevant to cover provided to You as a retail client and any other documents We tell You are included, make up the PDS for the purposes of the Act. It is important that You read this document and all other Policy documentation We provide to ensure You are happy with the cover You choose.

### **Updating this PDS**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by contacting us using our details on the back cover of the PDS).

Other documents may form part of the PDS and the policy. If they do, we will tell you in the relevant document.

Preparation Date: 01/09/2016.

## Your Duty of Disclosure

This contract is not an eligible contract under the Insurance Contracts Act 1984.

Your duty of disclosure under that Act is as follows.

Before you enter into a contract of insurance with us, you have a duty to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract, or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

## Privacy notice

At Allianz, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the *Privacy Act 1988 (Cth)*.

### How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You. You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am-6pm Monday to Friday, or going to Our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

### Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

### Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the *Privacy Act 1988 (Cth)* and how We deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

## Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

## General Insurance Code of Practice – providing You with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

You can obtain more information on the Code of Practice and how it assists You by contacting Us on 13 2664 EST 8am-6pm, Monday to Friday.

## If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under an agency agreement such as a binder with Us, then they are acting as Our agent and not as our Agent.

If Your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Note: You may purchase insurance through the insurer of Your choice.

Where this Policy has been arranged through an intermediary, a commission is payable by Us to them for arranging the insurance.

## Complaints – Internal and external complaints procedure

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact us on 13 2664 EST 8am-6pm. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia  
Phone: 1800 367 287  
Post: GPO Box 3, Melbourne, Victoria 3001  
Website: [www.fos.org.au](http://www.fos.org.au)

## Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Policy or if You have any other queries, please call 13 2664 EST 8am–6pm, Monday to Friday.

## Renewal procedure

Before Your Policy expires, We will normally offer renewal by sending a notice advising the amount payable to renew the Policy. It is important that You check the Sums Insured before renewing each year to satisfy Yourself that they continue to represent current full replacement values, to ensure that You are properly covered in the event of a major loss.

## Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## General definitions applicable to all Sections of this Policy

These General Definitions apply to and should be read in relation to each of the Sections in this Policy unless they are defined differently in the relevant Section in which event the Definition which is used in the Section will apply.

**“Burglary”** means theft following forcible and violent entry.

**“Collection”** means a group of individual items, pairs or Sets which are of a similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the individual items, pairs or Sets.

**“Defined Event”** means an event shown in the individual Section (and if Your Schedule shows it is covered) under the heading “Defined Events” and for which cover is available under that Section only.

**“Excess”** means the amount You must pay towards the cost of a claim if you make a claim under those Sections of Your Policy where We state that an Excess applies.

**“Farming Business”** means:

- a) farming activities declared by You to Us; and
- b) Incidental Farm Contracting;

excluding activities involving:

- paying guests or lodgers; or
- visitors associated with tourist or hosting operations; unless We have shown otherwise in Your Schedule.

**“Flood”** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- 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.

**"Horse Riding Activities"** means horse riding by others.

**"Hobby Farm"** means:

- a Farming Business generating Primary Production income from genuine farming activities not exceeding \$15,000 per tax year, regardless of whether this constitutes the main source of income for the proprietor or not;
- which is undertaken on agricultural land not exceeding 50 Ha.

Note: For the purposes of this definition 'Primary production' means the current Australian Tax Office rulings from to time on "Am I carrying on a business of primary production?"

**"Incidental Farm Contracting"** means farm contracting services provided to others by You that:

- a) are incidental to and are generally consistent with the Farming Business described in Your Schedule; and
- b) which generate a maximum of \$100,000 or 10% of the gross revenue (whichever is the lesser) of Your Farming Business, or such other amount to which We agree in writing.

**"Limit of Liability"** means the maximum amount(s) we will pay for any and all claims under Your Policy shown in Your Schedule as the Limit of Liability for the particular cover or Section.

**"Period of Insurance"** means the period of time commencing on the effective date shown in Your Schedule and ending on the expiry date shown in Your Schedule or the date of cancellation, whichever is the earlier.

**"Policy"** means this Policy document and any endorsement, specification, attachment (or item intended to be attached to it), Your Schedule and the Proposal.

**"Policy Section" or "Section"** means any part of this Policy numbered and described as a policy section or section.

**"Primary Production"** means the activities that constitute a business of primary production under prevailing Australian Tax Office TR 97/11 ruling on "am I carrying on a business of primary production" or it's appropriate successor.

**"Property Insured"** means all real and personal property shown as insured in Your Schedule in respect of the relevant Section and not otherwise excluded.

**"Rainwater"** means rain falling naturally from the sky onto the Buildings and/or ground.

**"Run-off"** means Rainwater that has collected on or has flowed across normally dry ground or has overflowed from:

- swimming pools or spas; or
- normally dry storm water gutters and normally dry drains, which have been built or approved by a government or public authority.

**"Set"** means a group of similar or related items that belong together.

**"Schedule"** means the most recently dated Schedule to the Policy We have provided to You which specifies important information such as the Policy number, Situation, those Sections and optional benefits that are in force, the details of the Property Insured and the Sums Insured.

**"Situation"** means the address and location of each insured farm or insured off-farm dwelling disclosed by You and shown in Your Schedule

**"Storm"** means violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by rain or snow.

**"Storm Surge"** means the short period rise or fall of the sea level produced by a cyclone.

**"Sum Insured"** means the amount(s) shown in Your Schedule as the Sum Insured for the particular cover or Section.

**"Theft"** means Theft without forcible entry.

**"Tsunami"** means a wave or waves caused by sudden movement of the ocean due to earthquakes, landslides, volcanic eruptions or meteorite impacts. It does not include:

- a) a rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea;
- b) a rise above the normal water level along a shore resulting from strong onshore winds and/or reduced atmospheric pressure.

**"Water"** includes Rainwater, snow, sleet or hail.

**"We", "Our" or "Us"** means Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 of 2 Market Street, Sydney NSW 2000.

**"Windmill"** means fixed equipment at the Situation that converts kinetic energy from the wind into mechanical energy used to drive machinery for pumping water or milling grain.

**"Wind Turbine"** means an aerofoil-powered generator used in Your Farming Business at the Situation that converts kinetic energy from the wind into electrical power and which is shown on Your Schedule

**"You" or "Your"** means the person(s) or legal entity named in Your Schedule as the insured and those people who live with You permanently who are any of the following:

- Your legal spouse or de facto (meaning a de facto relationship where You and Your partner are living together in a genuine domestic relationship); or
- any member of Your own and Your spouse's or de facto's family.

## General exclusions applicable to all Sections of this Policy

1. The Policy does not cover loss, destruction, liability, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), or damage:

### a) War

caused by, arising from or in any way connected with

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military uprising;

### b) Nuclear

caused by, arising from or in any way connected with ionising radiation, radioactive isotopes or contamination by radioactivity from:

- (i) any nuclear fuel or from any nuclear waste;
- (ii) from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or
- (iii) nuclear weapons material;

### c) Lawful seizure

caused by any lawful confiscation, destruction, detention, nationalisation, requisition or seizure;

### d) Heat

to any property as a result of it undergoing any process involving the deliberate application of heat;

### e) Inherent defects

caused directly or indirectly through inherent defects, faulty design, structural defects or poor workmanship. However, we will pay for resultant loss or damage that is caused directly by an insured event 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. Under no circumstances will we repair the inherent defect, structural defect, faulty workmanship or faulty design that caused the loss, nor any loss that is caused by the inherent defect, structural defect, faulty workmanship or faulty design that is not caused directly by an insured event;

### f) Wilful acts

- (i) caused directly or indirectly by any actual or alleged:
  - dishonest, fraudulent, criminal act or malicious act;
  - wilful breach of any statute, contract of duty;

- conduct intended to cause loss or damage or with reckless disregard for the consequences;

of:

- You; or
- any person who is acting with Your express or implied consent;

(ii) caused directly or indirectly by any actual or alleged:

- dishonest, fraudulent, criminal act or malicious act (other than fire or explosion);
- wilful breach of any statute, contract of duty;
- conduct intended to cause loss or damage or with reckless disregard for the consequences;

of:

- Your tenants; or
- the invitees of You or Your tenants;

### g) Wear and tear

caused by, arising from or in any way connected with depreciation, fading, scratching or marring, gradual deterioration or developing flaws, wear and tear.

2. Except as specifically provided otherwise in the specific terms and conditions in each Section of Cover, this Policy does not cover:

- a) consequential loss of any kind;
- b) legal liability to pay compensation;
- c) damage caused by faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this Policy was entered into.

3. Except as specifically provided otherwise in the specific terms and conditions in each Section of Cover, this Policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic).

## 4. Terrorism

This policy excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of Terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious,

ideological or similar purpose 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) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

## 5. Electronic Data

Except as specifically provided otherwise, this Policy does not cover any loss or damage arising directly or indirectly out of:

- a) Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA;
- b) Error in creating, amending, entering, deleting or using, ELECTRONIC DATA or
- c) Total or partial inability or failure to receive, send, access or use ELECTRONIC DATA electronic data for any time or at all; or
- d) Any business interruption losses resulting therefrom, regardless of any other contributing cause or event whenever it may occur, unless such loss or damage is a direct consequence of otherwise insured physical damage and provided that Reinstatement of Data Media and/or Business Interruption is insured by this Policy.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

Any terrorism exclusion that applies to this Policy prevails over this exclusion.

## 6. Wind Turbines

Except as specifically provided otherwise in the specific terms and conditions in each Section of Cover, this Policy does not cover any personal injury, loss or damage to Wind Turbines.

## 7. Flood

This Policy does not cover loss or damage caused by or arising from Flood to Section One – Home Property, Section Two – Farm Property, Section Eight – Machinery Breakdown, Section Nine Computer & Electronic Breakdown, Section 11 Miscellaneous, or Section Thirteen – General Property

## 8. Situation left unattended

If Your Situation is left unattended for any period in excess of 90 consecutive days, We will not pay for loss or damage to property to:

- a) Section One – Home Property;
- b) Section Two – Farm Property;
- c) Section Eight – Machinery Breakdown;
- d) Section Nine – Computer/Electronic Equipment Breakdown;
- e) Section Ten – Theft;

unless You have Our prior agreement in writing. We may require You to pay an additional premium.

This exclusion will not apply Section One – Home Property or Section Two Farm Property if the loss or damage results from:

- lightning;
- thunderbolt;
- riot and civil commotion;
- damage directly caused by impact by a vehicle;
- waterborne craft;
- space debris, aircraft, rocket, satellite, a branch;
- Tsunami or earthquake.

## General conditions applicable to all Sections of this Policy

Please Note: If You do not meet the following General conditions (other than the cancellation condition in clause 2), We may cancel the Policy and/or reduce or refuse to pay a claim.

### 1. Reasonable care and maintenance

You must take reasonable precautions to prevent Personal Injury or property damage as if You were not insured by the Policy. This would include taking all reasonable care:

- a) to prevent Injury and Sickness (as defined in Section Five – Personal Accident and Sickness), loss, damage or legal liability;
- b) to maintain the Property Insured in sound condition, in particular to minimise or avoid Theft, loss, damage or liability;

- c) to comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;

If You are, for example, 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; and
- (ii) You must cease operating harvesting machinery on days or periods declared by any government authority to be a "harvest ban" day or period;

- d) to minimise any loss or damage.

## 2. Cooling off and Cancellation rights under the Policy

### a) Cancellation of Policy

- (i) In addition to Your cooling off rights described on page 7 You may cancel and return this Policy at any time by notifying Us in writing;
- (ii) We have the right to cancel this Policy where permitted by law. For example, We can cancel:
  - if You failed to comply with Your Duty of Disclosure; or
  - where You have made a misrepresentation to Us during negotiations prior to the issue of this Policy; or
  - where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium; or
  - where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You; or
  - where We agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- (iii) Subject to paragraph iv. below, if You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.
- (iv) In the event that You have made a claim under this Policy and We have agreed to pay the full Sum Insured for Your Property Insured no return of premium will be made for any unused portion of the premium for the Sections under which the full Sum Insured has been paid.

## 3. Non-payment of premium by instalments – Right to refuse a claim

Where You pay Your premium by instalments, You must ensure that they are paid on time because if one instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

## 4. Waiver of subrogation rights

We will not be liable to pay any benefits under this Policy for loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness) damage or liability if You agree or have agreed to limit or exclude any right of recovery against a third party who would be liable to compensate You for that loss, damage or liability. However:

- a) We will waive any rights and remedies or relief to which We are or may become entitled by subrogation against:
  - (i) any co-Insured (including directors, officers and employees);
  - (ii) any corporation or entity (including its directors, officers and employees) owned or controlled by any Insured or against any co-owner of the Property Insured.
- b) You may without prejudicing Your position under this Policy:
  - (i) release any statutory governmental, semi-governmental or municipal authority from any liability if required by contract to do so;
  - (ii) agree to enter into a contract for storage of goods if the items of the contract include a disclaimer clause;
  - (iii) agree to enter into a lease for occupancy of any Situation or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

## 5. Alteration to risk

If You become aware of any changes in the facts or circumstances to those which existed when this insurance commenced that change the nature of the risk (for example, the nature of or type of Your Farming Business, other circumstances that affect the Situation or Property Insured) in a way that would increase the risk of loss or damage You must notify Us in writing.

If We agree to the change We will do so in writing and You must pay Us any additional premium We require.

## 6. Other insurance

You must give Us written notice of any insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, the risk under this Policy or subject matter which is described in the various Sections of this Policy. We will not pay a claim for the same loss under two different sections of this Policy.

## 7. Claims procedure

- a) As soon as You become aware of anything happening which may result in a claim under this Policy You must, at Your own expense:
- (i) immediately inform the police of any malicious damage, Theft, attempted Theft or loss of property;
  - (ii) advise Us as soon as possible by telephone or facsimile telling Us how the loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), damage, or liability occurred;
  - (iii) take all reasonable action to recover lost or stolen property and minimise the claim;
  - (iv) within reason You must keep any damaged property until We have had an opportunity to inspect it;
  - (v) give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf;
  - (vi) provide Us with a detailed account of the circumstances surrounding the loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), damage and the amount being claimed. You must provide a Statutory Declaration if We request it. When you make a claim for loss or damage to any item insured by this Policy We will ask You to provide evidence of value and ownership of the property. Receipts, valuations, photographs and instruction manuals will assist You to prove that You owned the item and prove its value;
  - (vii) give Us immediate notice of the commencement of any legal proceedings against You including notice of any impending prosecution or details of any inquest or official inquiry;
  - (viii) at all times give Us all the information and assistance We may reasonably require;
- b) You MUST NOT:
- (i) admit liability for, or offer, or agree to settle any claim without Our written consent;
  - (ii) authorise the repair or replacement of anything without Our agreement unless for safety reasons

or to minimise or prevent further imminent loss, damage, liability or injury;

- c) After You have advised Us of any loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), or damage as set out in this general condition:
- (i) You must comply with all the terms of the general conditions before We will meet any claim under this Policy;
  - (ii) We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name. The amount recovered will be applied first to reducing the amount by which Your loss exceeds the payment made by Us.  
  
Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us;
  - (iii) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim.
- d) If You recover or find any lost or stolen Property Insured for which We have paid a claim, You must:
- (i) tell Us immediately; and
  - (ii) give Us the recovered or found Property Insured if We request You to do so;
- e) If You advise Us of loss or damage to Property Insured, as set out in this general condition:
- (i) We may, or anybody We appoint may:
    - enter, take or keep possession of the property that has been damaged or destroyed;
    - take or keep possession of the property as We may reasonably require for the purposes of Our investigations; and
    - if We accept liability for the loss, sell such Property Insured or dispose of it in a reasonable manner.
- But, You are not entitled to abandon property to Us. If We enter, take or keep possession of the property it will not be an admission of liability nor will it affect any of Your obligations under this Policy;
- (ii) if We elect or become bound to reinstate or replace any property, You must at Your own expense produce and give Us all such plans, documents, books and information as We reasonably may require;



- (iii) We will not be bound to reinstate exactly or completely, but only in a reasonable manner given the circumstances. In no case will We be bound to pay in respect of any of the property more than the Sum Insured or Limit of Liability.

## 8. Reinstatement of Sum Insured for Sections One, Two, Six, Seven, Eight, Nine and Ten

In the event of loss or damage insured under Sections One – Home Property, Section Two – Farm Property, Section Six – Land Transit, Section Seven – Pleasure Craft, Section Eight – Machinery Breakdown, Section Nine – Electronic Breakdown and Section Ten – Theft, 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 automatically 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 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 the Limit of Liability under this clause 8 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, an amount equal to twice such Limit of Liability shown in Your Schedule.

## 9. One event for Earthquake and/or Tsunami

Only for the purpose of the application of any Excess, all damage resulting from earthquake and/or Tsunami occurring during each period of 72 consecutive hours will be considered as one event, whether such earthquake or Tsunami is continuous or sporadic in its sweep and/or scope and the damage was due to the same seismological conditions. Each event will be considered to have commenced on the first happening of any such damage not within the period of any previous event.

## 10. GST notice

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

### Sums insured

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

## Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- a) Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.

We will pay the GST amount in addition to the Sum Insured/Limit of Liability or other limits shown in Your Policy or in Your Schedule.

If Your Sum Insured/Limit of Liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.

- b) Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- c) Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Farming Business that is relevant to Your claim. Disclosure – Input Tax Credit Entitlement.

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## 11. Claims preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation and negotiation of a claim for which We agree to indemnify You under the Policy. The maximum We will pay is \$25,000 in total for any one claim, unless a higher amount is included in the particular cover section of the Policy. This benefit is in addition to the Sum Insured or Limit of Liability.

This benefit does not apply to the Home Property in Section One or the Tax Audit cover in Section Twelve.

## 12. Interests of other parties

- a) The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the Property Insured and who are specifically noted in Your records shall be automatically included as third party beneficiaries without notification or specification. The nature and extent of such interest is to be disclosed to Us in the event of damage.

Any other persons not in this category or not named on Your Schedule are not covered and cannot make a claim.

All third party beneficiaries must comply with the terms and conditions of the Policy.

- b) Where the protection provided by this Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, subject to:
- (i) the general exclusion 1(f) Wilful Acts; and
  - (ii) provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), damage or liability, give notice in writing to Us and on demand pay such reasonable additional premium as We may require.

### 13. Excesses

An Excess is the amount shown in the appropriate Section of Your Schedule which You must pay towards the cost of a claim if you make a Claim under Your Policy unless We state otherwise in any Section and/or part of Your Policy.

If a claim arises from a single event and You can obtain cover under more than one Section, You will only be required to pay the highest single Excess applicable regardless of the number of Excesses which may apply to under individual Sections.

Sums Insured, limits and sub-limits of liability shall apply in addition to, and shall not be reduced by, the amount of any applicable Excess.

#### Example

An example of where this would apply is:

Sub-limit	\$20,000
Excess	\$ 2,000
Loss	\$25,000

#### Claim Calculation

Loss	\$25,000
Less Excess	\$ 2,000
Balance	\$23,000
Apply sub-limit	\$20,000
Amount payable under Policy	\$20,000

An Excess of \$2,000 applies to any claim for loss or damage caused by fire or explosion arising from the malicious act of:

- Your tenants; or
- the invitees of You or Your tenants.

In the event that the \$2,000 Excess applies the Policy Excess shown in Your Schedule will not apply.

### 14. Governing law and jurisdiction

This Policy is governed by the laws of Australia. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or territory in which the Policy was issued.

### 15. Headings

Headings are included for reference purposes only and do not form part of the Policy for interpretation.

# Section One – Home Property

## Cover options

The following cover options are available under this Policy Section One:

### Part A – Buildings and/or Contents

Under Part A, you may choose either Accidental Damage or Defined Events Cover. Your Schedule will show which Cover Option You have selected.

- If You have selected Accidental Damage Cover, Your Schedule will show 'Option 1 – Accidental Damage'
- If You have selected Defined Events cover, Your Schedule will show 'Option 2 – Defined Events'

### Part B – Personal Effects

**Part C – Legal Liability** (applicable if You select Option A – Buildings and Contents and shown in Your Schedule)

### Part D – Domestic Workers' Compensation

## Definitions applicable to Section One

Some of the words in Section One have special meanings wherever they appear in Section One. These words and their meanings are defined below and will apply to the Cover under Section One. Your Schedule will show if You have Legal Liability Cover.

**"Body Corporate"** means the body corporate, owners' corporation, corporation, strata company or strata corporation of the strata title development applicable to the strata or unit legislation which applies in the State or Territory of the Situation.

**"Building(s)"** means any fully enclosed building or buildings listed on Your Schedule which is or are primarily used as a place of residence including any professional offices or surgeries in those buildings.

**"Family"** means the following as long as they normally live with the person named in Your Schedule:

- that person's partner;
- children of that person;
- children of that person's partner;
- that person's parents;
- that person's partner's parents.

**"Common Property"** means property owned by the Body Corporate forming part of the Strata Title development.

**"Contents In The Open Air"** means contents which are located:

- in the open air; or
- under an open sided structure or carport; or
- on a patio or verandah; or
- in or on an unlocked motor vehicle, caravan, trailer or watercraft; or
- in a tent

**"Domestic Solar Panel(s)"** means:

- a set of electrically connected solar photovoltaic modules including a solar hot water panel, which are roof mounted on to Your Building, used primarily for domestic purposes and connected to a direct current power inverter; 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 (VAC).

Domestic Solar Panel includes installation costs as well as the following items to which the Domestic Solar Panel is physically connected:

- power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes.

**"Drone"** means a remotely piloted aircraft as defined in the Civil Aviation Legislation Amendment (Part 101) Regulation 2016.

**"Strata Title"** means any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title.

**"Occurrence"** means any event or events resulting in Personal injury and/or Property Damage and which is/are neither expected nor intended by You. Any series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions, which result in Personal Injury and/or Property Damage, are deemed to be one occurrence.

## Part A – Buildings and/or Contents

Your Schedule will show if You have Buildings, Contents cover or both.

## If You have Buildings cover

### The Cover

We will cover You in accordance with the cover You have selected from:

- Option 1 – Accidental Damage
- Option 2 – Defined Events

Your Schedule will show if you have cover for Accidental Damage or Defined Events.

The maximum amount that We will pay may vary for each of Option 1 Accidental Damage and Option 2 Defined Events and will be subject to the Sum Insured and Limit of Liability shown on Your Schedule.

We will also cover you for the other benefits listed below. Details of the terms, conditions and exclusions which specifically relate to each benefit for which you are covered and shown on Your Schedule are described on pages 23 to 30.

### Additional things we will pay for when you have insured your Buildings

We will also cover You for the other benefits listed below if you have Buildings Cover shown in your Schedule. Details of the terms, conditions and exclusions which specifically relate to each benefit are detailed on the pages indicated.

Other benefits	Page no
2. Automatic indexation of sum(s) insured	23
4. Compensation for death	24
5. Continuation of cover when You are selling a farm at Your Situation	24
8. Environmental Benefits	24
9. Fusion	25
11. Landlord's Contents	25
12. Landscaping	25
14. Modifications to Your Buildings – paraplegia or quadriplegia	26
15. Mortgage discharge costs	26
16. Removal of debris	26
17. Professional fees	26
18. Rental costs after an insured loss	26
19. Forced Evacuation by Government Authority	27
20. Replacement of locks and cylinders	27
23. Title Deeds	28
26. Escape of Liquid	28
27. Extra costs of reinstatement	28
28. Counselling	28
30. Fire Brigade attendance fees	29
32. Temporary Protection	29
33. Tax Audit	29
34. Continuing cover after total loss	30
39. Veterinary expenses for domestic animals	30

### What are Buildings

If You have selected Buildings cover the term "Building(s)" also includes:

1. pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, lighting, cooling and heating which are Your property or for which You are legally responsible;
2. fixed appliances which are permanently connected to the electrical, gas or plumbing systems such as air conditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves;
3. fixed ceiling, wall or floor coverings (except for carpets), exterior blinds and awnings;
4. building materials located at the Situation which are to be fitted to the Buildings up to a total amount of \$2,000, but not sand, soil or gravel or any gas or electrical appliance;
5. Domestic Solar Panels, water tanks and water pumps connected to the Building which are used primarily for domestic purposes;
6. when the Buildings are not part of a strata title property, the term "Buildings" also includes all structural domestic improvements which belong to You including:
  - a) carports, patios, gazebos and other structures which are not fully enclosed;
  - b) built-in furniture;
  - c) paved paths, paved driveways, terraces, walls, gates, fences, masts, aerials, satellite dishes, tennis courts, clothes lines and built-in barbeques;
  - d) permanently fixed swimming pools, saunas and spas (including their fixed accessories); and
  - e) jetties which are permanently fixed to the land at the Situation and which are Your property and which have no commercial activities undertaken from them.

### What are not Buildings

The following items are not Buildings:

- a) portable electrical equipment which normally attaches to a power point only;
- b) carpets, loose floor coverings, curtains and internal blinds;
- c) anything which can be covered under "What are Contents" on pages 20 to 21;
- d) caravans or mobile homes;
- e) landscaping, trees, shrubs and plants unless they would be covered in benefit 12. "Landscaping" on page 25;

- f) unpaved paths or driveways constructed of earth or gravel;
- g) Farm Buildings or Farm Contents as defined on pages 38 to 39.

If Your Schedule shows that You have Contents insurance, items a), b), and c) above will be covered as Contents.

## How We will settle Your Buildings claim

### 1. Reinstatement or replacement cover

At Our discretion We will:

- a) repair or rebuild any damaged part(s) of Your Building to the same condition as when it was new; or
- b) pay You the reasonable cost of repairing or rebuilding any damaged part of Your Building to the same condition as when it was new; or
- c) pay You up to the amount of the Sum Insured.

If We pay You the reasonable cost of repair or rebuilding, this means the cost of repairing or rebuilding less any discount available to Us were We to repair or rebuild.

We will adjust Your claims payment in accordance with the GST provision under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 15.

When it is not possible to use original materials during the repair or rebuilding process, the nearest available equivalent to the original materials will be used. We will not pay to repair or rebuild property which has not been physically damaged.

### 2. Indemnity cover

Where it is shown in Your Schedule that indemnity cover applies, We will at Our discretion:

- a) pay You the value of Your Building which would have applied immediately prior to the loss or damage occurring, taking into account the cost of wear, tear and depreciation;
- b) repair or rebuild any damaged part(s) of Your Building;
- c) pay You the reasonable cost of repairing or rebuilding any damaged part of Your Building;
- d) pay You up to the amount of the Sum Insured.

We will not repair or rebuild property which has not been physically damaged.

3. Unless We have agreed in writing, repair or rebuilding of Your Building(s) must commence within six months of the loss or damage. If rebuilding or repair of Your Building(s) is not commenced within six months of the loss or damage or any extended period to which We have previously agreed in writing, We will not be liable for any costs above the repair or rebuilding costs as at the date the loss or damage occurred.

4. If We have chosen to repair or rebuild Your damaged Buildings and You do not wish to repair or rebuild them, We will at Our discretion:

- a) pay You the reasonable cost to repair or rebuild Your damaged Buildings less an amount for depreciation based on the age and condition of the Buildings; or
- b) pay You the value of the land and Buildings at the Situation immediately prior to the occurrence of the loss or damage less the value of the land and Buildings immediately after the loss or damage occurred.

5. Rebuilding may be carried out on another site at the Situation provided that We agree in writing.

6. If the claim relates to loss or damage to fixed wall, floor or ceiling coverings, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.

7. If the claim is for gates, fences or freestanding walls damaged or destroyed as a result of Storm, Rainwater or Run-off, We will deduct an amount from any claim settlement for depreciation based on age and condition in relation to:

- a) the wooden parts of any gate, fence or freestanding wall; and
- b) any other materials used in any gate, fence or freestanding wall which are more than five years old; or
- c) where there is evidence of previous damage caused by wear and tear, rust, corrosion, termites, vermin, larvae or other insects.

However, We will not deduct amounts for such depreciation for claims in respect of Your Building.

In no case will We pay more than the Sum(s) Insured (less any Excess[es] which may be payable) unless We have stated differently under the heading "Other benefits We will pay under Part A – Buildings and/or Contents" on pages 23 to 30.

## If You have Contents cover

### The cover

We will cover You in accordance with the cover you have selected from:

- Option 1 – Accidental Damage
- Option 2 – Defined Events

Your Schedule will show if you have cover for Accidental Damage or Defined Events.

The maximum amount We will pay may vary for each of Option 1 – Accidental Damage and Option 2 – Defined Events and will be subject to the Sum Insured and Limit of Liability shown on Your Schedule.

This insurance will cover You if You suffer malicious damage, accidental loss or damage to Your Contents listed on Your Schedule during the Period of Insurance when they are contained in the Buildings, unless We state otherwise under the headings:

- a) "When We will not pay a claim under Part A – Buildings and/or Contents" on pages 30 to 32;
- b) "When We will not pay a claim under Part A – Buildings and/or Contents or Part B – Personal effects" on page 33; or
- c) "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

We will also cover You for the other benefits listed below.

Additional things we will pay for when you have Cover for your Contents shown in your Schedule Details of the terms, conditions and exclusions which specifically relate to each benefit are detailed on the pages indicated.

<b>Other benefits</b>	<b>Page no</b>
1. Additional costs of temporary accommodation	23
2. Automatic indexation of sum(s) insured	23
3. Change of Situation	24
4. Compensation for death	24
6. Credit cards – cover for loss or Theft	24
9. Fusion	25
10. Guests', visitors' and employees' property	25
13. Legal defence costs	25
16. Removal of debris	26
18. Rental costs after an Insured Loss	26
19. Forced evacuation by Government Authority	27
20. Replacement of locks or cylinders	27
21. Spoilage of perishable food and medicine	27
22. Temporary removal of Contents from the Situation	27
24. Transit to Your new place of residence	28
25. Electronic Data	28
28. Counselling	28
29. Contents in storage	29
30. Fire Brigade attendance fees	29
31. Identity Fraud	29
32. Temporary Protection	29
33. Tax Audit	29
34. Continuing cover after total loss	30

<b>Other benefits</b>	<b>Page no</b>
36. Documents	30
37. Goods in commercial storage	30
38. Monitored burglar alarm	30
39. Veterinary expenses for domestic animals	30

## **What are Contents**

In Section One the term "Contents" means property which belongs to You (or for which You are legally responsible) consisting of:

### **General Contents**

1. carpets, curtains, furnishings, furniture, household goods, internal blinds and loose floor coverings;
2. clothing and personal effects;
3. swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved;
4. mechanised or motorised golf buggies, garden equipment, wheelchairs or motorised wheelchairs which are not registered or do not require statutory bodily injury cover to be taken out;
5. motor cycles up to 125 cc in engine capacity. We will only pay for loss or damage to these caused by fire or Burglary;
6. watercraft consisting of:
  - a) canoes, sailboards, surfboards, surf skis; or
  - b) other watercraft less than 4 metres in length that are not powered by a motor or are powered by a motor less than 10 horsepower;
7. bicycles;
8. sporting equipment and fire-arms;
9. portable electrical equipment apart from the electrical equipment in clauses 10, 11, 12, 17 or 18a) below;
10. mobile telephones
11. computers (including portable computers), associated hardware and operating software which are used primarily for personal purposes;
12. tools, instruments and equipment which are used primarily for personal purposes;
13. where You are a tenant, landlord's/licensor's fixtures and fittings for which You are legally responsible under the terms of Your lease, licence or similar agreement and fixtures and fittings which You have installed for Your own use and which are not insured under another policy;
14. where Your Situation is a Strata Title Building, fixtures and structural improvements owned by You, which are not insurable by the Body Corporate;

## Contents with specified limits of cover

15. the following special items:

- a) jewellery, including uncut stones, watches or an item containing gold and/or silver (this does not include items thinly covered with gold or silver);

We will not pay more than \$10,000 for any one item, pair, Set or Collection unless they are separately listed in Your Schedule as specified Contents items;

- b) Contents items consisting of:
  - (i) a document of any kind;
  - (ii) a Collection or Set of any kind other than as referred to in clause 15a) above;
  - (iii) a curio, a picture, a painting or other work of art; and
  - (iv) an oriental rug or carpet, or similar rug or carpet.

We will not pay more than \$20,000 for any one item, pair, Set or Collection unless they are separately listed in Your Schedule as specified Contents items.

The maximum amount We will pay for any one claim in respect of these items is 25% of Your Sum Insured, unless they are separately listed in Your Schedule as specified Contents items;

16. money, cheques and other negotiable instruments up to a total value of \$1,000 if You have Defined Events cover or \$1,500 if you have Accidental Damage cover;

17. accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride-on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes. We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, caravans, trailers, watercraft, golf buggies, ride on mowers, mobility scooters, wheelchairs, surfboards, surf skis and canoes.

We will pay up to \$2,000 per item and \$4,000 in total for these items.;

18. the following items which are used for business, trade or professional purposes:

- a) computers (including portable computers), associated hardware and software, furniture and other Contents of an office or workplace up to a total amount of \$15,000;
- b) tools, instruments and equipment up to a total amount of \$5,000;

## Specified Contents items which are listed in Your Schedule

19. Specified Contents are those items which are listed in Your Schedule as "Specified Contents items". These are items which You have individually listed due to them being of an unusual nature or of a higher value than would normally be covered. In the event of a claim You must be able to provide evidence of value and ownership of such Specified Contents items.

## What are not Contents

The following items are not covered by this Policy:

- a) anything which is covered under "What are Buildings";
- b) money, cheques or other negotiable instruments belonging to Your Farming Business, trade or profession of a value exceeding \$1,750;
- c) animals, birds, fish, insects, reptiles or spiders;
- d) trees, shrubs and plants growing outdoors in the ground;
- e) farm vehicles, farm trailers, farm machinery and mobile farming implements;
- f) motor vehicles (including motor or trail bikes, motorised mini-bikes and motorised go-karts) whether they are capable of being registered or not (unless they would be covered under "General Contents" 4. and 5. on page 20);
- g) caravans or trailers;
- h) boats and other watercraft unless they would be covered under "General Contents" 6. on page 20;
- i) aircraft, other than model aircraft or a battery powered Drone used for recreational purposes.

## How We will settle Your Contents claim

1. At Our discretion, We will:

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

If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new less any discount available to Us were We to repair or replace it.

We will adjust Your claims payment in accordance with the GST provision under "General conditions applicable to all Sections of this Policy", "GST notice" on page 15.

2. When it is not possible to repair or replace a damaged item with original materials or an original item, the nearest available equivalent to the original materials or item will be used. We will not pay to repair or replace property which has not been physically damaged.

3. If the claim relates to loss or damage to carpet, loose floor coverings, curtains or internal blinds, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
4. If any part of a pair, Set or Collection is lost or damaged, We will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, Set or Collection.
5. 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 We have stated differently under the heading "Other benefits We will pay under Part A – Buildings and/or Contents" on pages 23 to 30.

### Option 1 – Accidental Damage

Your buildings and/or your contents as set out in Your Schedule are covered if they are destroyed lost or damaged. They are covered only if you own them or are liable for them.

If Your Policy only covers your Buildings, then the cover provided under the Policy for destruction, loss or damage does not apply to your contents.

If Your Policy only covers Your contents, then the cover provided under the Policy for destruction, loss or damage does not apply to Your Buildings.

Your Buildings and Your contents are covered during the Period of Insurance when they are at your Situation. Cover for your contents while away from your Situation is provided subject to the conditions and limitations set out on page 27.

We will cover your buildings and your contents for accidental loss or accidental damage. There is some loss or damage to which we will only cover under specific conditions. This is accidental loss or accidental damage caused by:

#### Landslide or subsidence.

This includes loss or damage to any gates, fences or retaining walls that are entirely or partly at the Situation. However, the cover only applies if the loss or damage occurs within 72 hours of, and as a direct result of, one of the following Defined Events:

- Storm, Tsunami, Rainwater, hail, snow or wind
- Earthquake;
- Explosion; or
- Liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

### Option 2 – Defined Events

We will cover you for Your buildings and/or Your contents as set out in Your Schedule if they are destroyed lost or damaged. They are covered only if you own them or are liable for them.

If Your Policy only covers Your Buildings, then the cover provided under Section One for destruction, loss or damage does not apply to Your contents.

If Your Policy only covers Your contents, then the cover provided under Section One for destruction, loss or damage does not apply to Your Buildings.

Your Buildings and Your contents are covered while at your Situation. Cover for your contents while away from your Situation is provided subject to the conditions and limitations set out under Additional benefit 22. "Temporary removal of Contents from the Situation on page 27.

We will cover your buildings and your contents for loss or damage caused by the events listed below.

- Fire or explosion;
- smoke – excluding damage that occurs gradually and or out of repeated exposure to smoke or fire;
- lightning or thunderbolt;
- Earthquake or Tsunami. We will only cover loss or damage as a result of an earthquake if the loss or damage occurs within 72 hours of the earthquake;
- burglary or housebreaking or an attempt at either.

However, we will not cover Burglary or housebreaking by a tenant;

- Theft. We will only cover Theft of money or negotiable documents when force is used by someone to enter your buildings. We will not cover your buildings or contents for loss or damage as a result of:
- Theft from any part of your buildings which you share with another person who is not insured under this Policy; or
- Theft by a tenant;
- vandalism or a malicious act. However, we will not cover loss or damage as a result of vandalism or a malicious act by a tenant;
- deliberate or intentional acts. However, we will not cover loss or damage as a result of a deliberate or intentional act by a tenant;
- liquid that escapes from:
- a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain;
- a bath, basin, sauna, spa, shower base or shower wall, sink, toilet, or tiled floor that has drainage holes;
- an aquarium; or
- a waterbed.



We will also cover the reasonable cost of finding where the liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause. We will not cover the cost of repairing or replacing the item from which the liquid escaped;

- an electric motor burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we will do. We will only do this if the electric motor is 15 years old or less;
- accidental breakage. This cover applies when the item is fractured or chipped. Items covered for accidental breakage are:
  - if you have insured your buildings, any fixed glass in your buildings, but not including fixed glass in glass houses and any window tinting or shatter proofing material attached to the glass. We also cover fixed shower bases, basins, sinks, spas, baths, toilets, chandeliers and pendant lights;
  - if you have insured your contents, any mirrors, glassware, crystal, crockery or any glass in furniture. However, we will not cover glass that is part of a television or computer screen, or a computer monitor. Mirrors, glassware, crystal, crockery or china are not covered while they are being used, cleaned or carried by hand; and
  - if you have insured your contents and you are living in a rented property, you are covered for accidental breakage of fixed shower bases, basins, sinks, spas, baths and toilets. This cover only applies when your rental agreement makes you responsible for these items;
- riots, civil commotions, industrial or political disturbances.
- impact by an aircraft, spacecraft or satellite, or anything dropped from them;
- impact by a falling tree or part of a tree, unless the damage is caused when you cut down or remove branches from a tree or you have someone do it for you. We will also pay the cost of removing and disposing of the fallen tree and parts and treatment of the stump to prevent regrowth.
- impact by a falling television or radio antenna, mast or dish;
- impact by any animal or bird that is not kept at your Situation, unless the damage is caused by any animal or bird eating, chewing, clawing or pecking;
- impact by vehicles or watercraft
- A washing machine or dishwasher;

- Storm, Rainwater, hail or wind. This includes Storm, Rainwater, hail or wind damage to domestic gates attached to and part of the structure of Buildings, fences or walls that are entirely or partly at the Situation. We will not cover Storm, Rainwater, hail or wind damage:
- where water enters your buildings because of a structural defect, faulty design or faulty workmanship when your buildings were constructed; or
- where water enters your buildings through an opening made for any building renovation or repair work; or We will not cover loss or damage by Flood;
- landslide or subsidence. This includes loss or damage to any domestic gates, fences or retaining walls attached to and part of the structure of Buildings that are entirely or partly at the Situation. However, the cover only applies if the loss or damage occurs within 72 hours of, and as a direct result of, one of the following Defined Events:
  - Storm, Tsunami, Rainwater, hail, snow or wind;
  - earthquake;
  - explosion; or
  - liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

## Other benefits We will pay under Part A – Buildings and/or Contents

### 1. Additional costs of temporary accommodation

(Applicable only when You have Contents cover shown in Your Schedule)

“Additional Costs” means those costs which You have to incur at the location of Your temporary accommodation which are in addition to the costs You would have had to incur if You continued to live at Your Situation.

If we have agreed to pay a claim for ‘Rental costs after an insured loss’ under ‘Other benefits we will pay under Part A – Building and/or Contents’, We will in addition to the Sum Insured pay up to \$1,000 for the cost of temporary accommodation of Your pets in a commercial boarding establishment and your additional living expenses.

### 2. Automatic indexation of sum(s) insured

(If You have Buildings or Contents cover or both shown in Your Schedule)

If You make a claim during the Period of Insurance, the Sum(s) Insured for Your Buildings and/or Contents will be adjusted with reference to the latest Consumer Price Index from the effective date of the current Period of Insurance.

There will be no additional premium or rebate during the Period of Insurance. However, at the end of each Period

of Insurance the renewal premium for the next Period of Insurance will be calculated on the amount of the amended Sum(s) Insured at that time.

### 3. Change of Situation

(Applicable only if You have Contents cover shown in Your Schedule)

If You are permanently moving to a new Situation in Australia, We will cover Your Contents during the Period of Insurance under the standard terms and conditions of this Policy while they are contained in the Buildings at Your Situation and in the buildings at Your new Situation, for up to 30 days from the date You begin to move Your Contents.

You will not be covered if You do not notify Us of the permanent removal of Your Contents and provide details of the new Situation to be insured within 45 days after You have moved to Your new Situation.

### 4. Compensation for death

(Applicable if You have Buildings Cover and/or Contents Cover or both shown in Your Policy Schedule) If during the Period of Insurance You suffer :

- a) a fatal injury; or
- b) paraplegia or quadriplegia;

as a direct result of loss or damage to Your Buildings, We will in addition to the Sum Insured pay \$15,000 if You have Defined Events cover or \$25,000 if You have Accidental Damage cover to You or in the case of death to Your estate, if Your death, paraplegia or quadriplegia occurs within 180 days of the injury.

We will only pay this benefit once during any one Period of Insurance regardless of the number of Building or Contents insurance policies held with or issued by Us.

No Excess will apply to this benefit.

### 5. Continuation of cover when You are selling a farm at Your Situation

(Applicable only if You have Buildings Cover shown in Your Schedule)

If You have cover for Your Buildings and You have entered into a binding contract of sale of Your Farm at Your Situation, we will extend Your Buildings cover under the Policy to the purchaser from the commencement of the time when the purchaser becomes legally liable for any damage to the Building until the contract of sale is settled or terminated, or until the purchaser insures the home or Farm whichever happens first.

### 6. Credit cards – cover for loss or Theft

(Applicable only if You have Contents Cover shown in Your Schedule)

If Your credit card or other automatic teller machine card is lost or stolen during the Period of Insurance and You are legally liable to pay for credit given to anyone who has found or stolen Your card, We will pay up to \$5,000 if You have Defined Events cover shown in Your Schedule and \$7,500 if You choose Accidental Damage cover shown in Your Schedule for any one occurrence of loss or Theft of one or more of Your cards. You must have complied with the conditions under which Your card was issued before We will pay You under this benefit.

No Excess will apply to a Claim made for Loss or Theft under this benefit.

### 8. Environmental Benefits

(Applicable only if You have Buildings Cover shown in Your Schedule and choose Accidental Damage cover)

If Your Building has been totally destroyed by an insured event and We have agreed to rebuild Your Building, We will pay up to a maximum amount of \$5,000 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 the following:

- rainwater tank;
- Domestic Solar Panel;
- hot water heat exchange system; and
- grey water recycling system.

A rainwater tank facility includes:

- a rainwater tank;
- water pump and wiring;
- foundation or tank stand;
- pipes connecting the roof to the tank; and
- installation costs.

A hot water heat exchange system includes:

- heat exchange system;
- electrical wiring;
- foundation or tank stand;
- water pipes; and
- installation costs.

A grey water recycling system includes:

- recycling system, distribution pipes, connectors, outlet housings and installation costs.

Any payment We make under this benefit will be in addition to any amount We pay on Buildings.

## 9. Fusion

(Applicable if You have Buildings Cover, Contents cover or both shown in Your Schedule)

If a household electrical motor (including sealed or semi-sealed refrigeration units) burns out during the Period of Insurance We will, at Our discretion, either pay the reasonable cost to repair, reinstate or replace the motor. We will only do this if the electric motor is 15 years old or less.

## 10. Guests', visitors' and employees' property

(Applicable only when You have Contents cover shown in Your Schedule)

We will pay up to \$5,000 if property belonging to Your guests, visitors or employees is accidentally lost or damaged during the Period of Insurance when Your guests', visitors' or employees' property is kept in the Buildings, provided that We would have paid the claim if the lost or damaged property had belonged to You.

We will not pay for:

- a) property which is insured under another Policy;
- b) items which are not listed under the heading "What are Contents" on pages 20 to 21.

If money or negotiable instruments belonging to a guest, exchange student or visitors are lost or damaged, we will regard that money or negotiable instruments as belonging to you. The maximum we will pay is \$1,500. Any payment of a claim for such Loss is included in the Sum Insured.

We will not pay any claim if the money or negotiable instrument is already insured under another Policy by someone other than you.

No Excess will apply to this benefit.

## 11. Landlord's Contents

(Applicable only when You have Buildings cover shown in Your Schedule)

If the Buildings are rented to tenants, We will pay to repair or replace carpet, loose floor coverings, curtains and internal blinds which have been accidentally lost or damaged during the Period of Insurance.

We will not cover loss or damage caused by Wilful Acts (other than fire or explosion) by Your tenants or their invitees.

Our maximum payment for this benefit will be the lesser of \$10,000 or the balance of any Sum Insured after payment of Your claim for the damage to Your Buildings.

## 12. Landscaping

(Applicable only if You have Buildings cover shown in Your Schedule)

We will pay the cost of landscaping including the replacement of fixed trees, plants and shrubs which have been accidentally lost or damaged during the Period of Insurance, up to an amount of \$500 for any one tree, plant or shrub. We will not pay more than \$10,000 during any one Period of Insurance. Any payment by Us is included in the Buildings Sum Insured. We will cover your trees, plants, shrubs or lawns for loss or damage for loss or damage by an insured event other than Storm. We will pay to replace your trees, plants, shrubs or lawns.

## 13. Legal defence costs

(Applicable only if You have Contents cover shown in Your Schedule)

If You live at the Situation, We will pay up to a maximum of \$10,000 during any one Period of Insurance for legal fees, costs and expenses that You reasonably incur with Our consent in defending legal proceedings brought against You by a third party in Australia during the Period of Insurance. This limit under Section One Legal Defence Costs Cover does not apply to any claim which is covered by Part C – Legal Liability cover in which case the Limit under Part C will apply.

We will not pay or reimburse You for any legal proceedings or claims related to:

- a) claims by any family members, including but not limited to, any current or former spouse or partner;
- b) any matter falling within the jurisdiction of the Family Court of Australia, including but not limited to, divorce, separation, property disputes or child visitation, custody or maintenance;
- c) any criminal offence;
- d) defamation or slander;
- e) dishonesty or misconduct;
- f) intentional violence;
- g) any workers' compensation legislation, statutory accident compensation scheme, compulsory third party insurance or other insurance cover required by legislation;
- h) Your Farming Business, trade or profession; or
- i) road traffic or boating offences;

We will not pay or reimburse You for any:

- a) fines, penalties or awards of aggravated, exemplary or punitive damages;
- b) award of damages made against You; or

- c) claims or legal proceedings, whether initiated, threatened or commenced, which You were aware of or should have been aware of before You entered into this Policy.

#### **14. Modifications to Your Buildings as a result of paraplegia or quadriplegia**

(Applicable if You have Buildings cover shown in Your Schedule)

“Paraplegia or quadriplegia” means paraplegia or quadriplegia which continues for a period of 12 months and is then diagnosed to continue for an indefinite period.

We will pay You for the cost of modifying Your Buildings on confirmation of Your permanent paraplegia or quadriplegia by a registered medical practitioner, if:

- a) Your paraplegia or quadriplegia is a direct result of loss or damage to Your Buildings by an event covered by this Policy; and
- b) Your Buildings are Your principal place of residence.

If Your Schedule shows that You have Defined Events cover, the maximum amount We will pay arising out of any one event for the cost of modifying Your Building in relation to Your permanent paraplegia incident regardless of the number of Buildings or Contents insurance policies held with Us will be \$10,000. If Your Schedule shows that You have Accidental Damage cover, the maximum amount We will pay for any claim arising out of any one event for the cost of modifying Your Building in relation to Your permanent paraplegia incident regardless of the number of Buildings or Contents insurance policies held with Us will be \$25,000. This amount is payable in addition to the Sum Insured.

#### **15. Mortgage discharge costs**

(Applicable only if you have Buildings Cover shown in Your Schedule)

If Your Buildings are totally destroyed by an event covered by this Policy and We have agreed to pay Your claim, We will also reimburse Your reasonable legal costs for the discharge and replacement of Your mortgage(s) including legal fees and statutory government charges, up to an amount of \$5,000.

Any payment We make under this benefit will be in addition to any amount We pay on Buildings.

#### **16. Removal of debris**

(Applicable if you have Buildings cover, Contents cover or both shown in Your Schedule)

We will pay You up to 20% of the Your Building Sum Insured for costs of demolishing and removing and disposing of any building debris when damage or loss otherwise covered under the Policy occurs.

We will pay You up to 20% of the Your Contents Sum Insured for the cost of removing any contents debris when damage of loss otherwise covered under the Policy occurs.

When the Buildings or Your Contents have been destroyed or damaged by an event covered by this Policy and We have agreed to pay Your claim, We will also pay up to \$5,000 for the professional costs of removing and disposing of tree stumps from the ground where a tree has fallen as a result of a Storm.

We will not pay for:

- a) the removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen except as otherwise shown in this benefit;
- b) the costs of complying with the requirements of any statutory authority if You received notice of the requirements or were aware of them before the loss or damage occurred.

Any payment We make under this benefit will be in addition to any amount We pay for Buildings or Contents.

#### **17. Professional fees**

(Applicable only when You have Buildings cover shown in Your Schedule)

We will pay the reasonable costs of architects, surveyors and engineers and also any legal fees that arise from reinstating your buildings when loss or damage occurs. Any payment We make under this benefit will be in addition to any amount We pay for Buildings or Contents.

#### **18. Rental costs after an Insured loss**

(Applicable only if You have Buildings cover shown in Your Schedule)

If the Building(s) is accidentally damaged to such an extent that You or Your tenant cannot live in it, We will pay the reasonable rental costs for:

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

including, if we consider reasonable to do so, the cost of hiring a demountable building.

If You are the landlord of the Building(s), the amount We will pay will be based on the annual rent payable by Your tenant.

If You have Defined Events cover shown in Your Schedule, the maximum amount We will pay under this benefit is 10% of the Sum Insured on the Building. If You have Accidental Damage cover shown in Your Schedule, the maximum amount We will pay under this benefit for Accidental Damage cover is 20% of the Sum Insured on the Building. Any payment We make under this benefit will be in addition to any amount We pay for a Building.

## 19. Forced Evacuation by Government Authority

(Applicable when You have Buildings and/or Contents cover shown in Your Schedule)

If you cannot live at the Situation because a government authority denies you access, we will pay any increase in your living expenses that is necessary and reasonable to maintain your normal standard of living for up to 60 days. We will not cover loss due to cancellation of a lease or agreement.

We will not pay for rental costs if You:

- a) have insured Your Contents with Us and We have agreed to pay Your claim for benefit 18. "Rental costs after an insured loss" on page 26;
- b) are the landlord of the Building(s) and:
  - (i) Your Building(s) have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage; or
  - (ii) You did not have a contract in place for Your Building(s) to be tenanted within the 30 days immediately following the date of the loss or damage.

## 20. Replacement of locks or cylinders

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If the key for the lock of any external door or window for Your Building is stolen during the Period of Insurance, or there are reasonable grounds to believe that the key(s) have been duplicated, We will pay for the necessary and reasonable costs for the replacement of the lock(s) or cylinder(s) operated by that key.

No Excess applies to this benefit.

## 21. Spoilage of perishable food and medicine

(Applicable only if You have Contents cover shown in Your Schedule)

We will pay up to \$2,500 for spoilage of perishable food and medicine for human consumption in a domestic refrigerator or cold room, freezer or deep freeze unit caused by:

- a) an insured event;
- b) accidental damage to the refrigerator, freezer or deep freeze unit;
- c) breakdown or failure of the unit or any of its components;
- d) escape of the refrigerant or fumes;
- e) accidental failure of the public electricity supply to the Building(s); or

- f) accidental disconnection or switching of the power supply occurring during the Period of Insurance. Any amount payable for spoilage of perishable food and medicine is included in the Sum Insured.

We will not pay if the spoilage is caused by:

- a) Flood;
- b) industrial action;
- c) a deliberate act of a power supply authority unless this action is in the interests of public safety;
- d) the breakdown or failure of any motor more than 15 years old; or

## 22. Temporary removal of Contents from the Situation

(Applicable only if You have Contents cover shown in Your Schedule)

Your items of contents are covered while they are away from your Situation anywhere in Australia or New Zealand, or in the rest of the world for up to 100 consecutive days.

Your items of contents are not covered if they:

- a) are on the way to, or from, or in, commercial storage, unless we have agreed to cover them under 'Other benefits We will pay under Part A – Buildings and/or Contents';
- b) are in transit during a permanent removal, unless we have agreed to cover under 'Other benefits We will pay under Part A – Buildings and/or Contents';
- c) have been removed permanently from your Situation other than:
  - (i) sporting equipment that is stored within a club room;
  - (ii) contents stored in a bank safe deposit box;
  - (iii) personal belongings including sporting equipment whilst you are away from home attending school, college or university.

The following items of contents are not covered while away from your Situation:

- accessories and spare parts for the following: motor vehicles, motorcycles, mini-bikes, caravans, trailers, watercraft, golf buggies, mobility scooters, ride-on mowers, wheelchairs, surfboards, surf skis and canoes if they are in a tent, vehicle, watercraft, aircraft, Drone or in the open air. Open air includes non-lockable structures and non-lockable parts of structures not at the Situation;
- goods that you use for earning your income; or
- office and surgery equipment that you use for earning your income.

## 23. Title deeds

(Applicable only if You have Buildings cover shown in Your Schedule)

We will pay for the cost of preparing new title deeds for a Building at the Situation if Your title deeds are accidentally lost or damaged during the Period of Insurance while they are at Your Situation or are held in a secure envelope or a safe deposit box at a bank. We will also pay the cost to reinstate, reproduce or restore documents damaged as a result of an insured event whilst at the Building. The maximum amount We will pay under this benefit is \$2,000 in any one Period of Insurance which forms part of and is not additional to the Sum Insured limit noted in Your Policy Schedule under Buildings.

## 24. Transit to Your new place of residence

(Applicable only if You have Contents cover shown in Your Schedule)

We will pay for accidental loss or damage to Your Contents during the Period of Insurance caused by:

- a) fire, collision and/or overturning of the conveying vehicle; or
- b) Theft from the conveying vehicle:  
while they are in transit by land within Australia:
  - a) to Your new intended Situation; or
  - b) to or from a furniture storage facility.

We will not pay for:

- a) damage to china, glass, earthenware or other items of a brittle nature;
- b) damage caused by scratching, denting, bruising or chipping; or
- c) loss or damage otherwise covered by another insurance policy.

## 25. Electronic data

(Applicable only if You have Contents cover shown on Your Schedule)

For any computers, electronic disk or tape normally stored at the Building We will pay the costs of restoring data stored on such computer, electronic disk or tape (including cost of data restoration) damaged at the Building up to a maximum amount of \$2,000. The amount payable under this benefit 25 "Electronic data" forms part of and is not additional to the Sum Insured limit noted in Your Policy Schedule under Contents.

## 26. Escape of Liquid

(Applicable only when You have Buildings cover shown in Your Schedule)

If you have Buildings cover shown in your Schedule we will pay the cost to locate the source of liquid escaping or overflowing at the insured address and to repair and restore the damage to your Building caused by our exploratory work if the escape of liquid first happens during the Period of Insurance.

The maximum we will pay if You have Defined Events cover is \$1,000 and if You have Accidental Damage cover is \$1,500 for each incident which forms part of and is not additional to the Sum Insured and noted on Your Policy Schedule under Buildings.

If you make a claim under this additional cover no Excess applies.

## 27. Extra costs of reinstatement

(Applicable only if You have Buildings cover shown on Your Schedule)

If a Building is damaged as a result of an event insured under this Policy, and We agree to pay a claim, We pay up to \$30,000 for the extra costs necessary to meet the requirements of any statutory authority in connection with re-constructing or repairing Your Building at the site. In addition, if you have not exhausted the Sum Insured, we will pay up to the remaining balance of the Sum Insured for the damage.

If only part of the Building is damaged, We pay only the extra costs You incur in repairing that part. We do not

pay any extra costs which resulted from any notice which a statutory authority served on You before the Building suffered loss or damage.

## 28. Counselling

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If We agree to pay a claim for the Building and You or a member of Your family require counselling as a direct result of an insured event at the site, We will pay for the professional counselling service incurred. The total amount payable under this Section One is \$1,000 per person, and \$2,000 for any one Period of Insurance which forms part of and is not additional to the Sum Insured limit noted in Your Policy Schedule under Buildings and/or Contents.

We do not insure You or Your family for any payment that would contravene any legislation, including but not limited to the National Health Act (1953) or the Private Health Insurance Act (2007).

## 29. Contents in storage

(Applicable only if You have Contents cover shown in Your Schedule)

If you are unable to live in the Building after loss or damage has occurred as a result of an insured event, we will pay the reasonable costs to remove and store your contents while your Situation is being repaired. We will pay for Contents for up to 12 months from the date of the loss. You must obtain our written agreement before the Contents are put in storage.

## 30. Fire Brigade attendance fees

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If a fire brigade is called to protect Your Building or its grounds against fire or another emergency, We will pay up to \$500 for any fire brigade charges imposed by law. Any payment made by Us forms part of and is not additional to the limit of Sum Insured shown on Your Policy Schedule under Buildings and/or Contents.

## 31. Identity Fraud

(Applicable only if You have Contents cover shown on Your Schedule)

If Your Policy covers Your Contents and where You are the occupant of the Building and Your identity is lost and/ or stolen and someone uses Your personal details without lawful authority for fraudulent use and/or financial gain, We will pay up to \$3,500 if You have Defined Events cover and \$5,000 if You have Accidental Damage cover per Period of Insurance for Your costs and expenses incurred to restore Your identity from its unauthorised use. Any payment forms part of and is not additional to the Sum Insured limit noted in Your Policy Schedule under Contents. We will pay for:

- a) legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently;
- b) legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on Your consumer credit report;
- c) loss of wages up to \$2,000 per week that would have been earned but were not, solely because it was necessary for You to rectify records in relation to Your true name or identity;
- d) loan application fees incurred as a result of reapplying for loans because You have been allotted incorrect credit information due to fraud;
- e) costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions; and
- f) reasonable legal fees and court costs, if incurred with Our approval.

We will not pay any claim where the identity theft is caused by:

- a) You or Your collusion;
- b) Your family or their collusion
- c) an ex-partner;
- d) someone who normally lives with You;
- e) You or Your family committing an illegal or dishonest act;
- f) You breaching any security requirements or conditions imposed by any financial institution, such as in relation to Your password or personal identification number or personal access number;
- g) if You are not an Australian resident; or
- h) business interruption in relation to any business.

We do not re-pay any loans or other amounts fraudulently procured in Your name. We do not pay any fines or for any infringements or penalties imposed. We do not pay any costs that are or could be reimbursed from another party, for example, a financial institution.

## 32. Temporary Protection

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If this Policy covers Your Buildings and We agree to pay a claim under this Policy, We will also pay the reasonable costs of temporary protection of the Building up to \$15,000 if You have Defined Events cover and \$25,000 if You have Accidental Damage cover. This amount is in addition to the Buildings Sum Insured.

## 33. Tax Audit

(Applicable if You have Buildings Cover, Contents cover or both shown in Your Schedule)

We will pay for the fees that You must pay to an accountant when Your personal financial affairs are audited by the Federal Commissioner of Taxation. You must advise Us of any such audit prior to the fees being incurred. The maximum amount We will pay in addition to the Sum Insured during any one Period of Insurance is \$5,000 regardless of the number of Building or Contents insurance Sections insured on Your Policy.

We will not pay claims for:

- a) any audit that relates to a criminal prosecution;
- b) fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation;
- c) any fines, penalties or adjustments of taxation; or
- d) any audit that relates to Your Farming Business or any other business.

### 34. Continuing cover after total loss

(Applicable if You have Buildings cover shown on Your Schedule)

Subject to General Condition 8 on page 15 dealing with reinstatement of sums insured, You are fully insured again for your buildings for the amount shown in Your Schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the Sum Insured, then the cover for the Buildings will end. However, liability cover in relation to your Buildings formerly occupied by you will continue beyond date of your Policy until earliest of:

- a) any construction commencing at the Situation;
- b) the sale of the Situation or any part of it;
- c) another Policy that includes liability cover being taken out in relation to the Situation;
- d) the commencement of construction of a building to replace the insured building at another situation; or
- e) six months from the date of the damage that caused the loss.

### 35. Continuing cover after total loss

(Applicable if You have Buildings cover shown on Your Schedule)

Subject to General Condition 8 dealing with reinstatement of sums insured, You are fully insured again for your contents for the amount shown in Your Schedule following a claim unless your claim is for a total loss. If your claim is for a total loss and we pay you the Sum Insured then the cover for your contents will be reinstated to \$5,000 to provide cover for replacement contents.

### 36. Documents

(Applicable when you have Contents cover only shown in Your Schedule)

We will pay to reinstate, reproduce or restore your documents if they are damaged while contained at the Situation or in a bank vault. This includes the information contained in the documents. Any amount payable forms part of and is not additional to the Sum Insured limit noted in Your Policy Schedule under Contents.

### 37. Goods in commercial storage

(Applicable when you have Contents cover only shown in Your Schedule)

We will cover your contents for loss or damage while they are in a commercial storage facility in Australia up to the total contents Sum Insured, as listed on Your Schedule. However, we will not cover jewellery, money or negotiable instruments. You must tell us that your contents are in a commercial storage facility before they are put into storage and we must have agreed to cover them.

If we agree to cover your contents in a commercial storage facility, it will be listed on your Schedule. Any amount payable forms part of and is not additional to the Sum Insured noted in Your Policy Schedule under Contents.

### 38. Monitored burglar alarm

(Applicable when you have contents cover only shown in Your Schedule)

We will pay the reasonable costs you have to pay a security firm to attend your Situation in response to your monitored burglar alarm system. We will only pay these cost when there is:

- a) a Burglary; or
- b) an attempted Burglary.

We will not pay these costs when there is:

- a) a false alarm; or
- b) no evidence of attempted Burglary.

The maximum amount we will pay is \$2,500.

### 39. Veterinary expenses for domestic animals

(Applicable when You have Buildings and/or Contents shown in Your Schedule)

We will pay up to \$1,000 for veterinary expenses if your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, Burglary or attempted Burglary. Any amount payable forms part of and is not additional to the Sum Insured limited noted in Your Policy Schedule under Contents.

## When We will not pay a claim under Part A – Buildings and/or Contents

We will cover You against physical loss or damage to Your Buildings and/or Contents listed on Your Schedule.

However We will not cover You for the events, items or risks described under the following headings in Section One. There are other exclusions in this Policy which may apply.

These are described on page 33 under the heading "When We will not pay a claim under Part A – Buildings and/or Contents or Part B – Personal Effects" and in General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

If you have Defined Events cover on your Buildings shown in Your Schedule, we will not pay for loss, damage or liability arising from:

1. lawful destruction or confiscation of your property;
2. damage to a heating element. We will pay for any resultant damage following damage to a heating element;
3. mildew, atmospheric or climatic conditions;



4. mould or fungi;
5. Flood, Storm Surge, the action of the sea, tidal wave, high water or erosion;
6. landslide or subsidence except as detailed on page 22;
7. any event that does not occur within the Period of Insurance;
8. failure or inability of any item, equipment or computer software to recognise correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this Policy, however we will not cover resultant loss or damage to any frozen food, computer equipment or computer software.

If you have Accidental Damage cover on your Buildings shown in Your Schedule or if You have contents cover shown in Your Schedule, this Policy does not cover loss, liability, injury or damage:

1. caused by or arising from Flood or Flood combined with Run-off or Rainwater;
2. caused by or arising from action of the sea, high water, tidal wave;
3. caused by or arising from:
  - a) soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of:
    - (i) an explosion;
    - (ii) an earthquake; or
    - (iii) a Storm, Tsunami, Rainwater, hail, snow or wind;
    - (iv) liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

This cover also applies to gates, fences or retaining walls that are entirely or partly at the Situation.

If you have Defined Events cover on Your Buildings or Accidental Damage cover on your Buildings shown in Your Schedule and/or if You have contents cover shown in Your Schedule, this Policy does not cover loss, liability, injury or damage:

1. to external paint work or other exterior coatings of Your Building(s) caused by Rainwater or gradual deterioration; caused by rust, corrosion, gradual deterioration, or depreciation;
2. caused by, arising from or in any way connected with water entering Your Building(s) through an opening made for the purpose of alterations, extensions, renovations or repairs;

3. caused by or arising from lack of maintenance, wear and tear or neglect;
4. caused by or arising from Water percolating, seeping or otherwise penetrating into Your Buildings as a result of:
  - a) structural defects;
  - b) faulty design of the Buildings;
  - c) faulty workmanship in the construction of the Building(s); or
  - d) Your failure to adequately maintain the Buildings. However, we will pay for resultant loss or damage that is

caused directly by an insured event 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. Under no circumstances will we repair the inherent defect, structural defect, faulty workmanship or faulty design that caused the loss, nor any loss that is caused by the inherent defect, structural defect, faulty workmanship or faulty design that is not caused directly by an insured event. (For example, if there is evidence that a defect previously caused damage, we will not pay any claim for further damage by an insured event arising from this defect.)

5. caused or arising as a result of the gradual escape of liquid over a period of time:
  - a) where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid;
6. to the defective part or parts of any fixed apparatus, fixed tanks, fixed pipes or installation which have caused loss or damage. We will also not pay for the cost of repair or replacement of any broken main or pipe;
7. caused by or arising from roots from trees;
8. caused by or arising out of:
  - a) incorrect siting of Buildings;
  - b) demolition of Buildings ordered by any legal authority caused by failure to obtain any necessary permits;
9. caused by or arising from actual or attempted Theft, Burglary which:
  - a) is committed by:
    - (i) Your tenants;
    - (ii) Your employees; or
    - (iii) the invitees of You, Your employees, or Your tenants;
  - b) takes place in the internal or external common areas of a residential flat, home unit, town house or any other type of multiple occupancy residence; or

10. caused by or arising from accidental breakage of glass forming part of any glasshouse or conservatory unless the glasshouse or conservatory is attached to or located at and forms part of the Building to grow plants for domestic use only;
11. caused by or arising from accidental breakage of glass forming part of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, radios, visual display units or televisions:
  - a) where the fracture does not extend through the entire thickness of the damaged item; or
  - b) which are in a damaged or imperfect condition when the breakage happened;
12. to Contents which:
  - a) are acquired illegally or are illegally held;
  - b) are stored in a dangerous and illegal way;
  - c) are equipment connected with growing or creating any illegal substance; or
  - d) are a Building or any part of a Building;
13. involving Your Farming Business, trade or profession (unless You are working on a part-time temporary basis as a babysitter caring for children). This exclusion does not apply to damage to any part of the Building used as a professional office or surgery or any contents in that part of the Building.
14. of money, cheques or other negotiable instruments caused by Theft unless there is visible evidence of forcible and violent entry into the Buildings.

## Part B – Personal Effects

(Available only if You have Contents cover shown on Your Schedule)

### The cover

Your Schedule shows if You have selected personal effects cover and whether Your cover is for unspecified personal effects and/or specified personal effects.

Your personal effects are covered for accidental loss or damage, provided that the accidental loss or accidental damage happens within Australia or New Zealand. You only have cover for accidental loss or accidental damage that happens outside of Australia and New Zealand if the loss or damage occurs within 180 consecutive days after you leave Australia.

If a claim could be made under “Other benefits We will pay under Part A – Buildings and/or Contents”, “Temporary removal of Contents from the Situation” on page 27 or this “Part B – Personal Effects”, We will only pay under one part. You may choose whether You claim under Part A or Part B.

## What are unspecified Personal Effects

- Personal effects:
  - (i) jewellery and watches;
  - (ii) items that contain gold or silver (this does not include items thinly covered with gold or silver); and
  - (iii) Collections of stamps, money and medals;
- Special valuable and personal items which are listed on your Schedule as specified personal effects.

## What are not Personal Effects

- Unset precious and semi-precious stones;
- Motor vehicles, motorcycles, caravans, trailers, aircraft or Drone accessories or spare parts of any of these items;
- Watercraft more than four metres long;
- Watercraft less than four metres long that require registration under state or territory legislation;
- Personal watercraft (e.g. jet skis); or
- Any item used for Farming Business, trade or professional purposes.

In the event of a claim You must be able to provide evidence of value and ownership of such unspecified personal effects.

## Specified Personal Effects

Specified personal effects are those items which You requested Us to list separately in Your Schedule under the heading “Part B – Personal Effects”. Specified personal effects are covered up to the amount of their individual Sum Insured shown in Your Schedule under the heading “Part B – Personal Effects”. In the event of a claim You must be able to provide evidence of value and ownership of such specified personal effects. The Excess listed in

Your Schedule applies to all claims in respect of specified personal effects.

## How We will settle Your Personal Effects claim

1. At Our discretion We will either:
  - a) repair or replace Your specified and/or unspecified personal effects to the same condition as when they were new; or
  - b) pay You the reasonable cost of repairing or replacing the personal effects to the same condition as when they were new.

If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new less any discount available to Us were We to repair or replace it.

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 15.

2. If any part of a pair, Set or Collection is lost or damaged, We will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, Set or Collection. However this clause 2 will not apply where the insured uses a pair of hearing aids and one hearing aid of that pair is lost or damaged and cannot be replaced with the same make and model. In these circumstances we will pay for a new pair of hearing aids.

We will not pay for damage to glass (other than lenses) or other brittle or fragile substances (other than jewellery) unless caused by fire or Theft.

### **When We will not pay a claim under Part A – Buildings and/or Contents or Part B – Personal Effects**

There are other exclusions in this Policy which may apply. These are described on pages 30 to 32 under the heading "When We will not pay a claim under Part A – Buildings and/or Contents" and in General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

1. Unless We state differently in Section One We will not pay for:

- a) any loss or damage which is not accidental;
- b) Flood;
- c) loss or damage caused by the action of light, atmospheric or other climatic conditions unless caused by:
  - (i) lightning or thunderbolt; or
  - (ii) Storm or Rainwater;
- d) loss or damage arising out of gradual deterioration or wear and tear;
- e) water damage to Buildings located in a water course;
- f) loss of property which has been mislaid or is missing and for which there is no single identifiable event to account for the disappearance. This exclusion does not apply to items insured under "Part B – Personal Effects";
- g) loss or damage to the following items while being used;
  - (i) model aircraft or Drones;
  - (ii) sporting equipment;
  - (iii) bicycles;
  - (iv) motor or trail bikes; or
  - (v) watercraft;

- h) loss or damage which is caused indirectly or directly by:
  - (i) insects, vermin (except loss or damaged caused by fire), or birds provided that this exclusion shall not apply in respect of damage by an animal that gives rise to subsequent insured loss or damage to your Property Insured occasioned by, for example, fire, explosion or escaping liquid;
  - (ii) animals pecking, biting, clawing, scratching, tearing or chewing your home or contents, or damage caused by their urine or excrement. We will cover damage caused by an animal (except insects, vermin or rodents) which becomes accidentally trapped inside your home or unit and which does not belong to you or anyone living at the insured address;
  - (iii) rust, corrosion, algae, mould or mildew; or
  - (iv) any process of cleaning, repairing or restoring which involves the use of chemicals;
  - (v) bushfire or grassfire within 48 hours after commencement of insurance cover unless
    - (a) cover expired on same risk without a break in cover
    - (b) You entered into a contract of sale to purchase property or
    - (c) You entered into a contract to lease the property.
- i) loss or damage which is caused by mechanical or electrical breakdown, failure or derangement except for fusion of electrical motors as set out under "Fusion" on page 25; and
- j) personal effects which are acquired illegally or are illegally held.

2. This Policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which:
  - a) fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic); or
  - b) arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

See also "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

## Part C – Legal liability – cover for injury to other people or their property

(Applicable when You have Buildings and/or Contents cover shown in Your Schedule)

We will cover your legal liability for payment of compensation in respect of:

- a) the death of, or personal injury to, any person, and/or
  - b) physical loss of or damage to property;
- occurring during the Period of Insurance which is caused by an accident or series of accidents attributable to one source or originating cause.

This cover applies in respect of an accident occurring:

- a) anywhere in Australia; or
- b) elsewhere in the world, when You are temporarily outside Australia provided You normally reside in Australia.

**“Personal Injury”** means bodily injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death.

Personal Injury does not include the publication or utterance of a libel or slander:

- made prior to the commencement of the Period of Insurance;
- made by or at the direction of you with knowledge of its falsity; or
- relating to advertising, broadcasting or telecasting activities by or on behalf of you.

**“Bodily Injury”** means physical bodily harm including sickness or disease that results from it and required loss of care, loss of services and/or resultant death.

### Limit of Liability

The maximum amount We will pay under this Policy is \$20,000,000 (Australian) arising out of any one occurrence as defined or series of occurrences attributable to one source or originating cause. This limit will be reduced by any amount paid under any other Buildings or Contents Policy You have with Us providing this type of cover for the same liability, loss occurrence or incident.

In addition to the Limit of Liability, if we agree that you are entitled to liability cover under this Policy in respect of an occurrence, we will also pay legal costs incurred with our consent to defend the claim.

We may pay You the Sum Insured or Limit of Liability under the applicable Section or any lesser amount for which a claim or claims under that Section may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We agreed to pay.

## Committee Member of a Social or Sporting Club

We insure You and any member of Your family against any claim for compensation or expenses which You or the member of Your family become legally liable in Australia to pay for an alleged or actual act or omission arising out of Your position as a committee member of a sporting club or social club. The claim must be made against you during the Period of Insurance shown in Your Schedule.

We will not pay if You, or any member of Your family, receive more than \$1,000 per year for holding the position. We only pay for a claim made as a result of an occurrence during the Period of Insurance.

The maximum that We will pay under this “Committee Member of a Social Club” benefit in any one Period of Insurance is \$10,000.

In addition, We will also pay all legal costs and expenses You incur with Our consent for which You are legally liable plus the cost of any lawyers We appoint.

## What You are not covered for under Other benefit 16. Legal liability – cover for injury to people or their property

- a) We will not cover Your legal liability for:
  - (i) injury to You or damage to Your property;
  - (ii) injury to any person who normally lives with You, or damage to their property;
  - (iii) injury to Your employees, or damage to their property;
  - (iv) loss of or damage to property in Your care, custody or control except that property in which You live as a residential tenant;
  - (v) claims arising out of Your Farming Business, trade or profession (unless You are working on a part-time temporary basis as a babysitter caring for children);
  - (vi) which You are liable because of the terms of an agreement, other than a lease or rental agreement, You have entered into (unless You would have been liable if the agreement did not exist);
  - (vii) damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property
  - (viii) claims arising out of Your ownership, possession or use of any:
    - aircraft, Drone or other aerial device or aircraft landing area, except a model aeroplane or toy kite.

“aircraft landing area” means any area in which aircraft land, take off, are housed, maintained or operated;

- mechanically propelled vehicle, other than:
  - garden equipment; or
  - golf buggy; or
  - wheelchair;

which do not need to be registered or do not require statutory bodily injury cover to be taken out;

- watercraft except for surfboards, sailboards, canoes and surf skis; and
  - other non-motorised watercraft more than 4 metres in length and that do not require registration under state or territory legislation;
- (ix) claims involving Buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the Buildings costing more than \$100,000;
- (x) claims arising out of the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of Water. Except for accidents happening in Canada or the United States of America, this exclusion will not apply if such a discharge, dispersal, release or escape is caused by a sudden identifiable unexpected and unintended happening which takes place in its entirety at a specific time and place;
- (xi) claims for:
- pregnancy; or
  - any disease transmitted by you, or any member of your family who normally lives with you;
- (xii) claims arising out of Your ownership or possession of any Building except for Your Buildings shown in Your Schedule.
- b) We will not:
- (i) cover Your legal liability arising out of breach of copyright or assault caused by You;
- (ii) cover any liability directly or indirectly arising out or in any way connected with any Horse Riding Activities, unless otherwise shown in Your Schedule;
- (iii) cover You for any legal liability arising from any:
- statutory, compulsory scheme or fund; or
  - accident compensation scheme or workers compensation Policy of insurance; or

- industrial award, even if the amount recoverable is nil;

**(iv) cover You for any legal liability which is over that recoverable under any:**

- statutory, compulsory scheme or fund; or
  - accident compensation scheme or workers compensation Policy of insurance; or
  - industrial award;
- (v) pay for any aggravated, exemplary or punitive damages, fines or penalties;
- (vi) cover Your legal liability for Personal Injury, Property Damage (including loss of use of property) or Advertising Injury directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

**Special conditions applying to legal liability**

- a) If You own the Buildings but have only insured Your Contents under this Policy, We will not cover any legal liability You may incur as owner of the Buildings.
- b) If You own the Buildings and have only insured Your Buildings under this Policy We will only cover any legal liability You may incur as owner of the Buildings.
- c) If You own the Buildings but do not live in them We will not consider Your ownership to be a business.

No Excess will apply to this benefit.

**Part D – Domestic Workers’ Compensation**

**The cover**

(Not available in all States or Territories of Australia)

Your Schedule shows if You have Domestic Workers’ Compensation cover.

Where You employ a domestic worker, We will pay the amount You are liable to pay under the relevant workers compensation legislation for Your State or Territory if they are injured while working for You during the Period of Insurance.

We will not pay for workers who are working for You in

Your own Farming Business, trade or profession. When this cover is operative it is provided by:

- Allianz Australia Insurance Limited ABN 15 000 122 850 in the Australian Capital Territory; or
- Allianz Australia Insurance Limited ABN 15 000 122 850 in Western Australia; or
- Allianz Australia Insurance Limited ABN 15 000 122 850 in Tasmania.

## Special condition of cover applicable to Section One

### General Conditions

There are other conditions of cover in this Policy which may apply to Section One. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 12 to 16.

## Making a claim under Section One

### Claims Procedures

Full details of what You must do when making a claim and what happens after You make a claim are described under the heading "Claims procedures" on pages 14 and 15.

### Excess

The Excess for Domestic Workers Compensation is shown in Your Schedule and is the amount which You must pay towards the cost of Your claim under Section One if you make a claim, unless We state otherwise under the heading "Other benefits We will pay under Part A Buildings and/or Contents" on pages 23 to 30.

An Excess of \$200 or the amount shown in Your Schedule is payable, whichever is the greater, applies to loss or damage caused by an earthquake and/or Tsunami.

## Endorsement applicable to Section One

The following endorsement applies only when indicated in Your Schedule.

### Buildings – in the course of construction

If Your Buildings are in the course of construction We will:

- a) cover Your legal liability as owner of the Buildings during the Period of Insurance as set out on pages 34 to 35; and
- b) pay for the loss or damage to the Buildings including all building materials on the site during the Period of Insurance caused directly by:
  - (i) earthquake;
  - (ii) explosion;
  - (iii) fire or smoke;
  - (iv) impact damage;
  - (v) lightning or thunderbolt;
  - (vi) riot or civil commotion; or
  - (vii) windstorm.

We will also pay for "Removal of debris" and "Professional fees" on page 26.

No cover will apply in respect of loss or damage or any other benefit until Your Buildings are complete and lived in.

This endorsement does not apply to existing Buildings which are undergoing renovation or extension.

# Section Two – Farm Property

## The cover

Under Section Two, Farm Property You may insure Farm Buildings, Farm Contents, Farming Infrastructure and Improvements, Farm Machinery, Hay, Grain, Livestock, Wool, Solar Panels, Wind Turbines, Greenhouses, Trellis Equipment, Fencing, Trees and Vines shown in Your Schedule

## Your choice of cover

You have a choice between defined events cover and accidental damage cover for the following items:

- Farm Buildings;
- Farm Contents;
- Farm Infrastructure and Improvements;
- Plant and Equipment;
- Unspecified Farm Buildings, Unspecified Farm Contents, Unspecified Farm Infrastructure and Improvements.

For all other insurable items in this Section, only defined events cover is available. Your schedule will show whether you have selected Accidental Damage or Defined Events.

## Cover at the Situation

We will cover Your Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Unspecified Farm Buildings, Unspecified Farm Contents, , Unspecified Farm Infrastructure and Improvements, Unspecified Farm Machinery, Hay, Grain, Livestock, Wool, Solar Panels, Wind Turbines, Greenhouses, Trellis Equipment and Fencing against physical loss or damage caused by one or more of the Defined Events or where applicable and shown in Your Schedule, Accidental Damage which occurs during the Period of Insurance to the property set out in Your Schedule.

We will cover Fencing in one of two methods that You can choose under Your Policy and which is shown in Your Schedule as set out under “The insurance cover You select” below.

We will cover Your Trees and Vines against loss caused by Fire, which occurs during the Period of Insurance at Your Situation.

## Cover at multiple Situations – Australia wide

We will cover Farm Machinery , Wool and Specified Farm Contents items which are shown in Your Schedule against physical loss or damage caused by one or more of the Defined Events, or where applicable and specified in Your Schedule, accidental damage which occurs during the Period of Insurance anywhere in Australia.

We will cover Livestock while they are being moved between Situations in accordance with Other benefits 13. Grazing Management – Livestock. We will also cover Hay across multiple Situations if Your Schedule shows that You have selected cover for Hay at multiple Situations.

The below table summarizes what types of cover are available for each of the insurable items in Section Two – Farm Property. Your Schedule will indicate which options You have selected and for which We have agreed to provide cover to You.

### We will also cover You for the Other benefits listed below in Section Two.

Details of the terms, conditions and exclusions which specifically relate to each Defined Event or Accidental Damage and other benefits are detailed on the pages indicated.

Defined Events	Page No
1. Earthquake, subterranean fire or volcanic eruption or Tsunami	41
2. Explosion	41
3. Fire	41
4. Impact damage	41
5. Lightning or thunderbolt	41
6. Malicious acts	41
7. Deliberate or intentional acts (other than vandalism or Theft)	41
8. Riot or civil commotion	42
9. Storm, Rainwater or wind	42
10. Liquid	42

## Accidental Damage

Other benefits applicable to Defined Events and Accidental Damage

Other benefits	Page No
1. Alterations and additions	46
2. Employees' clothing and tools of trade	46
3. Extra cost of complying with building regulations	46
4. Farm produce	46
5. Fees	46
6. Fire extinguishment costs	46
7. Legal costs to discharge a mortgage	47

Item	Type of Cover			
	Per Situation		Multiple Situations	
	Defined Events	Accidental Damage	Defined Events	Accidental Damage
Farm Buildings	✓	✓		
Farm Contents (per Building specified on Schedule)	✓	✓		
Farm Infrastructure and Improvements	✓	✓		
Specified Farm Contents (Australia wide)			✓	✓
Farm Machinery: Plant and Equipment			✓	✓ <sup>1</sup>
Farm Machinery: Self-Propelled Farm Machinery			✓	
Unspecified Farm Buildings	✓	✓		
Unspecified Farm Contents	✓	✓		
Unspecified Farm Infrastructure and Improvements	✓	✓		
Unspecified Farm Machinery	✓			
Fencing, Grain, Livestock, Solar Panels, Wind Turbines, Greenhouses and Trellis Equipment	✓			
Hay	✓		✓ <sup>2</sup>	
Wool			✓	
Livestock	✓		✓	
Trees and Vines	Fire Cover Only – per Situation			

1 Accidental damage cover on Plant and Equipment items specified in Your schedule is limited to:

a) \$10,000 per any one item; and b) \$20,000 per Period of Insurance.

2 We will pay for Hay at multiple Situations in accordance with the options shown in Your Schedule.

#### Other benefits

	Page No
8. Livestock	47
9. Removal of debris	47
10. Rewriting of records	47
11. Temporary protection	47
12. Temporary removal – Farm Contents	47
13. Shelter Belts	47
14. Neighbours' fire fighting equipment	47
15. Teat damage (applicable to livestock)	47
16. Fusion of an electric motor	47

### Definitions applicable to Section Two

Some of the words in Section Two have special meanings wherever they appear. The following words and their meanings wherever they appear in Section Two are defined as below and will apply to the Cover under Section Two.

**“Current Value”** means the cost of replacement subject to due allowance for wear, tear and depreciation.

**“Fabric Shelter”** means any farm structure, livestock shelter or animal enclosures (or any part thereof), that:

- is permanent, or portable or relocatable (or designed to be portable or relocatable). and/or contains overhead fabric or waterproof membranes for shade and/or a protected weather environment; or
- is wholly or partly made of fabric (of any type including but not limited to extruded polymer, advanced polymer fabric, polyethylene fabric cover, or polyvinyl chloride otherwise known as “PVC”); or
- is a fabric container shelter;

regardless of the on-farm application or the name or description by which the shelter is identified (including but not limited to igloos, arch shelter, domes, domes shelters, fabric structures, equipment or storage structures and eco shelters).

**“Farm Building(s)”** means the building(s) or fixed structures are permanently located at the Situation Sum Insured and are shown in Your Schedule. Farm Building(s) include:



- a) any landlord's fixtures and fittings for which You are legally liable under the terms of Your lease, licence or similar agreement;
- b) attached or adjacent water tanks, fuel tanks and stock yards and any other items that are permanently built, permanently constructed or permanently installed in or on Your Farm Buildings for the purposes of Your Farming Business;
- c) grain or feed silos (including fixed elevators forming part of these silos) and fencing forming part of insured Farm Buildings, livestock yards and livestock pens that are permanently fixed to or abut or are immediately adjacent to insured Farm Buildings, but excluding Fencing as otherwise defined in Section Two;
- d) fixed dairy plant and/or shearing plant forming part of a Farm Building, and any other fixed plant forming part of a Farm Building; and

e) Weatherproof Hay Sheds.

Farm Buildings do not include:

- a) Buildings as defined under Section One – Home Property;
- b) Farm Contents;
- c) mobile caravans (unless permanently located at the Situation);
- d) silo bags;
- e) pontoons or fixed structures of any type used for fish farming (whether floating or not) that extend fully or partially into the sea, rivers or dams;
- f) Solar Panels, Trellis Equipment, Greenhouses or Wind Turbines.

**"Farm Contents"** means property which belongs to You (or for which You are legally liable) contained within the Farm Buildings located at the Situation up to the Sum Insured shown in Your Schedule. Farm Contents include:

- a) farm tools and equipment including UHF and GPS units;
- b) fencing materials and accessories;
- c) fertilisers;
- d) fuels and oil supplies;
- e) farm chemicals;
- f) portable electrical fencing; or
- g) silo bags, silage tarps and similar items used to protect farm produce, livestock feed and similar farm inputs from the weather.

Farm Contents does not include:

- a) Livestock;
- b) Hay, Grain or Wool;
- c) Farm Machinery;

- d) motor vehicles (including motorcycles, all-terrain vehicles, motorised minibikes and motorised go karts) whether they are capable of being registered or not and any of their accessories, equipment and/or spare parts;
- e) caravans, trailers, boats, aircraft, drones, or any of their accessories, equipment and/or spare parts;
- f) Trees, Vines, shrubs, plants, Trellis Equipment or growing crops;
- g) domestic household contents of any kind or contents covered under Section One of Your Policy;
- h) Farm Building(s); or
- i) semen or embryos.

**"Farm Infrastructure and Improvements"** means the following items used in Your Farming Business which are shown on Your Schedule and which are owned by You or for which You are legally responsible including:

- a) infrastructure that is up to 1.5 metres below ground including but not limited to water pipes, drainage and sewerage systems, irrigation systems for farm use;
- b) electrical cables, telephone lines, power poles and the overhead wiring between the power poles;
- c) free-standing water tanks, water stands, fuel tanks, stock yards, races, holding pens, feed troughs, drinking troughs, feed silos, grain silos and similar items; or
- d) above ground structures not elsewhere defined.

**"Farm Infrastructure and improvements"** does not include:

- a) dams or earth irrigation canals, plants, trees or crops in the open air;
- b) unpaved paths, tracks, roads or driveways constructed of earth or gravel
- c) Farm Buildings, Farm Contents, Farm Machinery, Fencing, Fabric Shelters, Trees, Vines, Solar Panels, Greenhouses, Trellis Equipment, Wind Turbine, Hay or Grain or Livestock as defined in this Section Two.

**"Farm Machinery"** means collectively:

- a) Self-Propelled Farm Machinery;
- b) Plant & Equipment.

**"Farm Property"** means Farm Buildings, Farm Contents, Hay or Grain, Fencing, Wind Turbine, Livestock, Farm Machinery, Farm Infrastructure and Improvement, Trellis Equipment, Solar Panels, Greenhouses as defined in Section Two.

**"Fencing"** means boundary fencing and internal fencing You own or for which You are legally responsible, up to the Sum Insured shown in Your Schedule.

**“Grain”** means all crop types and all farm produce (but not while growing) which are stored in a soundly constructed shed, silo or other storage system, which You own or for which You are legally liable.

**“Greenhouse(s)”** means:

- a) a structure; and
- b) the roof of such structure regardless of the type of roof material (including protective film, shade cloth, shade screen and glass), or the type and the method of construction; erected to provide protected environments for growing any crops, plants or trees including but not limited to glasshouses, shade houses, tunnel houses, hot houses, igloos and shade structures howsoever described.

**“Hay”** means silage grasses or crops which have been baled, rolled, stacked which You own or for which You are legally liable that are listed on Your Schedule.

**“Livestock”** means all animals except fish, crustaceans, oysters (or any other animals used in aquaculture farming) which You own or for which You are legally liable, which are used for Your Farming Business and which are shown in Your Schedule.

**“Pasture”** means growing grasses, legumes and herbage that is used for the purpose of grazing of Your livestock.

**“Plant and Equipment”** means:

- a) movable, towable or drawn agricultural implements, trailers, ploughs, tools, machines or cultivators and similar farm machinery and implements and any of their accessories, equipment and/or spare parts;
- b) pumps and pumping equipment, Windmills, irrigation or spraying equipment and apparatus;
- c) other non-Self-Propelled Farm Machinery items used for farming purposes specifically notified to Us and listed in Your Schedule.

Plant and Equipment does not include Solar Panels, Trellis, Equipment, Wind Turbines or Greenhouses.

**“Self-Propelled Farm Machinery”** means machinery which contains its own means of propulsion including:

- headers, combines and cotton pickers;
- other items of farm machinery including but not limited to tractors, fruit pickers, harvesters, dozers, agricultural motor cycles and mini-bikes that are used solely for farming purposes in Your Farming Business.
- Machinery and vehicles which are not normally registered for on road use and used solely for farming purposes in Your Farming Business.

Self-Propelled Farm Machinery does not mean:

- automobiles, cars, utilities and sport utility vehicles, trucks, vans, caravans or registered road motorcycles.

**“Shelter Belts”** means trees and shrubs at the Situation which are not grown as a commercial crop and have a practical farming benefit. For example, trees which are used to provide shade, soil erosion control or as windbreaks.

**“Solar Panel”** means a solar panel that is:

- mounted on or affixed to a Farm Building; or
- a free-standing, ground based solar array not mounted on or affixed to Your Farm Building;

used for Your Farming Business and/or for supplying energy to the mains power grid.

Solar Panel includes the power inverted to which it is connected.

**“Trees”** means trees at the Situation which You own or for which You are legally liable that are grown to produce timber or woodchips or grown for the purpose of producing a commercial crop.

**“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 used in Your Farming Business at the Situation not otherwise shown in Your Schedule.

**“Unspecified Farm Contents”** means Farm Contents used in Your Farming Business at the Situation not otherwise shown in Your Schedule.

**“Unspecified Farm Machinery”** means Farm Machinery used in Your Farming Business at the Situation not otherwise shown in Your Schedule.

**“Unspecified Farm Infrastructure and Improvements”** means Farm Infrastructure and Improvements not otherwise shown in Your Schedule that are used in Your Farming Business at the Situation.

**“Vines”** means vines at the Situation which You own or for which You are legally liable, that are grown for the purpose of producing a commercial crop.

**“Wool”** means Your shorn wool which You own or for which You are legally liable, listed on Your Schedule anywhere in Australia, except while in transit.

## The insurance cover you select

### 1. Fencing

When You take out cover for Fencing You have a choice between cover for Fencing per km or first loss fencing cover. Your Schedule will show which one You have selected.

- a) Fencing per km: Under this option You can insure all the Fencing at the Situation for a sum insured per km that You nominate;

- b) First loss Fencing: Under this option You can select a Limit of Liability which applies across all Fencing at the Situation.

## 2. Hay

When You take out cover for Hay You have a choice between cover for Your Hay per situation or selecting multiple Situation cover. Your Schedule will show which one you have selected.

- At this situation: Under this option the sum insured You have nominated for Hay applies only at the situation which you have specified
- Multiple situations: Under this option the sum insured You have nominated applies across all the situations listed on Your Schedule.

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

## 3. Farm Buildings, Farm Contents and Farm

Infrastructure and Improvements

When You take out cover for Your Farm Buildings, Farm Contents or Farm Infrastructure and Improvements You have a choice of Defined Events or Accidental Damage cover. Your Schedule will show which one You have selected:

- a) if You have selected Defined Events cover Your schedule will show "DE – Defined Events";
- b) if you have selected Accidental Damage cover Your Schedule will show "AD – Accidental Damage".

The maximum amount that We will pay may vary for each of Option 1 Defined Events and Option 2 Accidental Damage and will be subject to the Sum Insured and Limit of Liability shown in Your Schedule.

## Cover 1 – Defined Events applicable to Section Two

We will cover You against physical loss or damage to Your Farm Property shown in Your Schedule, caused by one or more of the Defined Events below.

### 1. Earthquake, subterranean fire, volcanic eruption or Tsunami

We will pay for loss or damage caused by earthquake, subterranean fire, volcanic eruption or Tsunami.

An Excess of \$200 or the amount shown in Your Schedule, whichever is the greater, applies to loss or damage caused by an earthquake.

### 2. Explosion

We will pay for loss or damage caused by explosion.

We will not pay for destruction of or damage to boilers, economisers and pressure vessels which explode.

## 3. Fire

We will pay for loss or damage caused by fire.

We will not pay for 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 Grain.

## 4. Impact damage

We will pay for loss or damage caused by the impact of any of the following objects:

- a) a road or rail vehicle;
- b) a watercraft;
- c) an external aerial which collapses or breaks;
- d) a falling Windmill;
- e) an animal, but excluding loss or damage by:
  - (i) eating, chewing or pecking of animals; or
  - (ii) impact by pets, birds or guard dogs;
- f) falling trees or parts of falling trees. We will also pay the cost of removing and disposing of the fallen tree or parts of falling trees that caused the damage to enable repairs to the building. We will not pay if the loss or damage is caused by the lopping or felling of trees at Your Situation;
- g) an aerial device, drone, aircraft or anything dropped or falling from an aircraft, drone space debris or debris from a rocket or satellite. An Excess of \$250 applies to loss or damage caused by impact to Fencing;
- h) a falling television or radio antenna, mast or dish.

## 5. Lightning or thunderbolt

We will pay for loss or damage caused by lightning where there is visible evidence of a lightning strike at or in the immediate vicinity of Your Farm Property.

## 6. Malicious acts

We will pay for loss or damage caused by malicious acts. We will not provide cover if the loss or damage was caused by a malicious act by:

- a) Your tenants;
- b) Your employees;
- c) the invites of You, Your employees or Your tenants; or
- d) any person acting with Your express or implied consent.

## 7. Deliberate or intentional acts (other than vandalism or Theft)

We will cover damage to insured property caused by a deliberate or intentional act except if it involves any deliberate act or omission by You or anyone acting with Your express or implied consent.

However this cover does not apply if the deliberate or intentional act is done by a tenant or damage resulting from any act of vandalism or Theft.

## 8. Riot or civil commotion

We will pay for loss or damage caused by:

- a) persons taking part in riots or civil commotions or labour disturbances;
- b) strikers or locked-out workers;
- c) any lawful authority in connection with a) or b) above.

## 9. Storm, Rainwater or wind

We will pay for loss or damage caused by Storm, Rainwater or wind.

We will not pay for loss or damage caused by or arising directly or indirectly out of:

- a) Flood, or Flood water combined with Run-off and/ or Rainwater;
- b) Steam or condensation
- c) Water seeping or percolating from outside the premises
- d) Water entering the Farm Property as a result of:
  - (i) structural defects;
  - (ii) faulty design of the Farm Property; (iii) faulty workmanship;
- e) any action of the sea, high Water or tidal wave; or
- f) Storm Surge.

We will not pay for loss or damage to:

- a) gates, fences and retaining walls (unless they are attached to and form part of the structure of a Farm Building or Unspecified Farm Buildings);
- b) Fencing, retaining walls, textile awnings, blinds or signs, Greenhouses, Wind Turbines, Fabric Shelters or netting;
- c) Hay, Grain or Wool unless it is contained in a fully enclosed or partially enclosed farm Building and the damage is caused directly by water entering the building through an opening created by a storm
- d) Livestock, Grain, Wool or Self-Propelled Farm Machinery unless they are contained within a fully enclosed Farm Building;
- e) 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;
- f) overhead irrigation systems (including centre pivot irrigation system) unless wind stays are used to stabilise the equipment when not in use;

- g) Plant and Equipment not described and f) above, in the open air unless it is designed to function without the protection of walls or a roof;
- h) Farm Contents in the open air unless specified otherwise in Your Schedule;
- i) 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;
- j) growing crops or plants; or
- k) Farm Property located in a watercourse.

An Excess of \$1,000 applies to loss or damage caused by Storm or Water to Solar Panels.

## 10. Liquid

Liquid that escapes from:

- a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or drain;
- a bath, basin, shower, sink, toilet or tiled floor that has drainage holes;
- a washing machine or dishwasher.

If we pay a claim for liquid escaping as in accordance with Section Two, we will also pay the cost of locating where the liquid escaped in addition to the cost of repairing any damage that has been done in finding where the liquid escaped.

We will not pay for damage caused by the gradual escape of a liquid or where you know or could reasonably be expected to know about the escape and took no action to prevent.

We will not pay for repairing or replacing the defective item that caused the liquid to escape.

## Cover 2 – Accidental Damage

We will cover your Farm Buildings, Farm Contents, Farm Infrastructure and Improvements for any accidental damage or accidental loss while at the Situation, or where applicable and shown in Your Schedule, at multiple Situations.

### When We will not pay for damage to Farm Property

Anything excluded under "Cover option 1 – Defined Events" in Section Two is excluded under "Cover option 2 – Accidental Damage"

In addition to the exclusions set out under "Cover option 1 – Defined Events", We will not pay for:

- a) damage caused by:
  - (i) its own spontaneous combustion, fermentation, heating or any other process involving the direct application of heat (except in respect of hay or grain);

- (ii) deterioration and putrefaction of refrigerated goods;
- (iii) action of the seas, Tsunami, tidal wave, high water, Flood, Storm Surge;
- (iv) subsidence, erosion, earth movement or collapse unless the erosion, subsidence, landslide or mudslide occurs within 72 hours of the cessation of the event and is contributed to or caused by one of the following events:
  - Storm, Rainwater or wind;
  - Earthquake, subterranean fire or volcanic eruption;
  - Explosion;
  - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

This cover also applies to gates, fences and retaining walls that are attached to, and are part of, the structure of Farm Buildings and/or unspecified Farm Buildings;

- (v) seepage of Water or Water entering the premises as a result of structural defects, faulty design or faulty workmanship;
- (vi) incorrect siting of Farm Buildings;
- (vii) loading or unloading, delivery or dispatch of a vehicle;
- (viii) demolition;
- (ix) testing, intentional overloading or experiments;
- (x) any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the Farm Property provided that this exclusion shall not apply to subsequent loss or damage to Your Farm Property (not otherwise excluded) resulting from a Defined Event listed in Cover One to this Cover Section Two;
- (xi) damaged or faulty doors, lids, catches, latches, locks or any door lid closing or securing mechanism or device where You or a reasonable person in the circumstances could be expected to have been aware of the existence of such damage or fault;
- (xii) faulty packing or storage;
- (xi) mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment;
- (xii) roots from trees;
- (xiii) white ants, termites, insects, birds or vermin;
- (xiv) rust, oxidation or corrosion;

- (xv) mould, mildew, wet or dry rot or evaporation;
- (xvi) contamination or pollution;
- (vii) change of colour, texture, flavour or finish;
- (viii) dampness of atmosphere or other variations in temperature or exposure to light or darkness;
- (xix) inherent vice or defect;
- (xx) wear, tear, fading, scratching, marring, gradual deterioration, normal upkeep or making good;
- (xxi) error or omission in design, plan, specifications or failure of design;
- (xxii) faulty materials or workmanship;
- xxiii) failure of water, gas, electric or fuel supply;
- (xxiv) normal setting, seepage, shrinkage or expansion of building wall, pavement, and/or similar part of the Farm Buildings;

- b) Theft;
- c) fraud or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
- d) unexplained inventory shortages or disappearances;
- e) shortage in the supply or delivery of materials to or from You;
- f) Damage caused to:
  - (i) Self-Propelled Farm Machinery and Unspecified Farm Machinery.  
  
However for items of Plant and Equipment individually specified on Your Schedule We will pay up to \$10,000 per claim, subject to a maximum in any one Period of Insurance for all claims of \$20,000;
  - (ii) motor vehicles, caravans, trailers, motorcycles, all-terrain vehicles, watercraft, aircraft, drone or aerial devices or their accessories.  
  
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, combines and harvesters;
  - (iii) Property Insured during and as the result of its processing;
  - (iv) Property Insured during construction, erection, renovation or demolition unless the cost of construction, erection or renovation does not exceed \$100,000;
  - (v) gates, retaining walls, awnings, blinds or signs, glass unless caused by a Defined Event listed in this Section;
  - (vi) glass, plastic or cloth coverings, shade houses, shade structures, Wind Turbines, Fabric Shelters and Greenhouses;

- (vii) items of a brittle nature;
- (viii) property in transit;
- (ix) Livestock, growing or standing crops, trees, shrubs, plants and other growing vegetation;
- (x) semen and harvested embryos.
- (xi) Solar Panels, Hay, Grain, Trellis Equipment, Wool or Wind Turbines.

## Exclusions which apply whether you choose Defined Events Cover or Accidental Damage cover

1. We will not pay under this Section Two for:

- a) Legal liability  
Any legal liability You incur to pay compensation, damages, fines or penalties;
- b) Breakdown Cost to repair or replace Farming Property due to:
  - (i) mechanical, hydraulic, electrical or electronic breakdown, malfunction, breakage or failure unless caused by an insured occurrence;
  - (ii) Computer Virus;
  - (iii) access to Your computer systems and records by any person not on Your Farming Business Premises.

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

3. We will not pay for loss or Damage to:

- a) money;
- b) jewellery, furs, bullion, precious metals or precious tones;
- c) curios or works of art;
- d) any locomotive, rolling stock, watercraft, hovercraft, drone or aircraft, including their accessories and/or spare parts;
- e) land or loss of land value;
- f) docks, wharves and piers not forming part of any Building;
- g) bridges, canals, roadways, tunnels, railway tracks, dams, reservoirs (other than tanks) and their contents, unless specified on Your Schedule as insured;
- h) mining property located beneath the surface of the ground;

4. directly or indirectly caused by or in connection with or arising from or occasioned through:

- a) demolition ordered by Government or Public or Local Authorities due to failure by You or Your agents to obtain the necessary permits required;
- b) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variation in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish.

5. caused by or occasioned through:

- a) erosion, subsidence, earth movement or collapse resulting therefrom;
- b) mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment.

6. caused by or arising directly or indirectly out of

- a) Flood, or Flood water combined with Run-off and/or Rainwater;
- b) erosion, subsidence, landslide or mudslide or any other earth movement unless the erosion, subsidence, landslide or mudslide is contributed to or caused by and occurs within 72 hours of the cessation of one of the following events:
  - (i) Storm, Rainwater or wind;
  - (ii) Earthquake, subterranean fire or volcanic eruption;
  - (iii) Explosion;
  - (iv) Tsunami;
  - (v) Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

## How We will settle Your Farm Property claim

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", 'GST notice' on page 15.

### 1. Farm Buildings, Farm Contents, Farm Machinery

1. Where Your claim is for Farm Buildings, Farm Contents or Farm Machinery and it is shown in Your Schedule that reinstatement cover applies, We will, at Our discretion:

- a) repair or rebuild any damaged part(s) to the same condition as when they were new; or

- b) pay You the reasonable cost of repairing or rebuilding any damaged part(s) to the same condition as when they were new; or
- c) pay You up to the Sum Insured specified for Farm Buildings, Farm Contents or Farm Machinery.

2. Where Your claim is for Farm Buildings, Farm Contents or Farm Machinery and it is shown in Your Schedule that indemnity cover applies, We will, at Our discretion:

- a) pay You the value of Your Farm Property which applied immediately prior to the loss or damage, (taking into account the cost of wear, tear and depreciation); or
- b) repair or rebuild any damaged part(s) of Your Farm Property; or
- c) pay You the reasonable cost of repairing or rebuilding any damaged part(s) of your Farm Property; or
- d) pay You up to the amount of the Sum Insured specified for Farm Buildings, Farm Contents or Farm Machinery.

## 2. Fencing

If You have selected First Loss Fencing cover which is shown in Your Schedule We will at Our discretion:

- a) repair or rebuild the damaged part(s) to the same condition as when they were new; or
- b) pay You the reasonable cost of repairing or rebuilding any damaged part(s) to the same condition as when they were new; and/or
- c) pay You up to the Sum Insured specified;

If you elected to insure Your Fencing on a per kilometre basis which is shown in Your Schedule We will, in addition to a), b), c) above, at Our discretion:

- d) pay You up to, but not more than, Your nominated sum insured per kilometre on the Certificate of Insurance for each kilometre of Fencing damaged or destroyed.

The maximum amount We will pay for any one claim in any one Period of Insurance is the Sum Insured shown on Your Schedule for Fencing. We do not pay for any Fencing that has not been damaged.

## 3. Livestock, Hay or Grain

Where Your claim is for Livestock, Hay or Grain, We will at Our discretion:

- a) pay You the amount calculated by multiplying the quantity of Livestock, Hay or Grain lost or damaged by the market value at the time of loss or damage; or
- b) pay You the Sum Insured specified for Livestock or Hay or Grain.

The maximum amount We will pay for Livestock will not exceed \$5,000 for any one animal.

We will also cover You for loss or damage arising from Fire:

- a) For Hay that is stored in the paddock and/or that is lying loose on the ground after being cut, prior to storage
- b) For Grain after harvest during transport from the paddock to and whilst stored in a storage silo, sausage bag, grain bag or under a tarp in a grain pit for up to 90 days after harvest.

## 4. Unspecified Covers

### Defined Events or Accidental Damage

- a) "Unspecified Farm Buildings" – \$10,000 for any one Farm Building;
- b) "Unspecified Farm Contents" – \$5,000 any one item;
- c) "Unspecified Farm Infrastructure and Improvements" – \$10,000 any one item.

We will cover You at the Situation for any of the Unspecified covers You have selected from the list of covers in a), b) and c) above and which is shown in Your Schedule for the lesser of Current 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 amount We will pay during any one Period of Insurance for each type of unspecified cover is the amount shown in Your Schedule.

### Defined Events

- d) "Unspecified Farm Machinery" – \$5,000 any one item. We will cover Your Unspecified Farm Machinery at the Situation for loss or damage caused by a Defined Event for the lesser of Current 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.

An Excess of \$250 per claim applies to each claim for Unspecified Farm Machinery.

## General

1. Unless We have agreed in writing, the repair or rebuilding of Your Farm Buildings must commence within six months of the loss or damage occurring. If rebuilding or repair of Your Farm Building(s) is not commenced within six months of the loss or damage or any extended period to which We have previously agreed in writing, We will not be liable for any costs above or in addition to the repair or rebuilding costs as at the date the loss or damage occurred.
2. If You do not wish to repair or rebuild Your damaged Buildings, Farm Contents, Machinery or Fencing, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

3. Rebuilding may be carried out on another site at the Situation provided that We agree in writing.
4. If the claim is for wall, floor or ceiling coverings, carpet, curtains or blinds which are not located in the room, hall or passage in which the loss or damage actually occurred, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.
5. 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 We have stated differently under the heading "Other benefits We will pay under Section Two" on pages 46 to 48.

An Excess of \$250 applies to any unspecified cover available in this Section Two – Farm Property Section, for each and every claim.

## Other benefits We will pay under Section Two

The amount we will pay will be as set out in each benefit below.

### 1. Alterations and additions

We will automatically include the cost of any alterations and additions to your farm buildings during the Period of Insurance. The maximum amount we will pay for any Farm Buildings, in addition to the Sum Insured, is the lesser of:

- a) 10% of the Farm Building(s) Sum Insured; or
- b) \$75,000

### 2. Employees' clothing and tools of trade

We will pay up to a maximum of \$5,000 if clothing and tools of trade belonging to Your employees are lost or damaged by a cause covered by this Policy during the Period of Insurance when Your employees' clothing and tools of trade are kept at the Situation, provided that We would have paid the claim if the lost or damaged clothing and tools of trade had otherwise belonged to You. This amount is included in the Sum Insured.

### 3. Extra cost of complying with building regulations

(This cover only applies if You have insured Your Farm Buildings under Section Two)

If Your Farm Building is damaged in circumstances covered by Section Two, We will also pay any extra costs necessary to comply with the requirements of any statutory authority. We will only pay extra costs which relate to the damaged part of Your Farm Building subject to the limit of the Sum Insured.

We will not pay any extra costs if You receive notice of any Building regulation requirements before the date when the loss or damage occurred. Any amount payable is included in the Sum Insured.

## 4. Farm produce

If You have insured Farm Contents under Section Two We will pay for Hay or Grain up to a maximum of \$1,000 during transit following collision or overturning of the conveying vehicle during the Period of Insurance. This amount applies in addition to the Sum Insured.

We will not pay:

- a) if the conveying vehicle is not owned by You; or
- b) if the conveying vehicle is not in the direct control of You or an authorised employee.

## 5. Fees

If Your Farm Building(s) are damaged by an event covered by Section Two, We will pay the reasonable and necessary cost of:

- a) architects', surveyors', consulting engineers', legal and other fees; and
- b) clerk of works' salaries for estimates, plans, specifications, quantities, tenders and supervision, which We have approved and which relate directly to the repair, replacement or reinstatement of Your Farm Building; and
- c) any fee, contribution, or other charges payable to any statutory authority for consent to repair, replace or reinstate the Farm Building.

We will not pay:

- a) any costs including fees and salaries for preparing any claim under Section Two; or
- b) any fines and/or penalties imposed upon You by any statutory authority.

Any amount payable is payable in addition to the Sum Insured.

## 6. Fire extinguishment costs

We will pay for the reasonable and necessary costs You incur in:

- a) extinguishing any fire at the Situation, or any fire which threatens the Situation during the Period of Insurance or reduce loss to any insured Farm Property from fire;
- b) gaining access after the damage has occurred to the Farm Property Insured at the Situation;
- c) replenishing your fire-fighting apparatus after use in any of these events.

We will not pay for preventative fire maintenance work (such as clearing fire breaks for future fire threats).

The maximum We will pay under this Benefit is \$10,000 subject to the limit of the Sum Insured.



## 7. Legal costs to discharge a mortgage

We will reimburse Your reasonable legal costs for the discharge of Your mortgage, including legal fees and statutory government charges, following a claim involving the total destruction of Your Farm Building.

The maximum We will pay under this benefit is \$5,000 subject to the limit of the Sum Insured.

## 8. Livestock

If We agree to pay a claim for Livestock under Section Two, We will also pay:

- a) for the reasonable and necessary costs You incur in destroying the Livestock for humane reasons;
- b) for the reasonable and necessary costs You incur in the disposal of any carcasses of Livestock or in the delivery of veterinary care or supplies for Livestock.

Any amount We will pay under this benefit is subject to the limit of the Sum Insured.

## 9. Removal of debris

When the Farm Property has been destroyed or damaged and We have agreed to pay Your claim, We will pay for the cost of demolition, storage and removal of debris.

We will pay the fees or costs that relate to the removal of debris from that part or those parts of Farm Property which have been destroyed or damaged.

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 shown in Your Schedule Any payment We make under this benefit will be in addition to any amount We pay on damaged Farm Property.

## 10. Rewriting of records

We will pay for the reasonable and necessary costs You incur to rewrite Your records and books of accounts following loss or damage by an event covered by this Policy.

The maximum We will pay under this benefit is \$5,000. This amount is included in the Sum Insured.

We will not pay this benefit if the costs are covered under any other Section of Your Policy.

## 11. Temporary protection

When the 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 repair or replacement. Any amount We will pay under this benefit is subject to the limit of the Sum Insured.

## 12. Temporary removal – Farm Contents

We will cover Your Farm Contents for loss or damage caused by an event covered by this Section when it is:

- a) temporarily removed from the Situation elsewhere in Australia for a period of not more than 60 days; and
- b) in transit being conveyed by road, rail, air or inland waterway.

The maximum We will pay for this benefit is:

- a) 10% of the Farm Property Sum Insured; or
- b) \$20,000;

whichever is the lesser. Any amount payable is included in the Sum Insured.

## 13. Grazing Management – Livestock

We will cover Your Livestock at Multiple Situations, where You are moving Your Livestock between Situations as part of Your standard grazing management strategies.

Any amount payable is subject to the limit of the Sum Insured for Livestock.

## 14. Shelter Belts

We will pay for loss or damage to Your Shelter Belts caused by fire.

We will not pay more than \$200 for any one tree, plant or shrub including the cost of removal, soil preparation and replanting.

The maximum We will pay under this benefit is \$4,000. Any amount payable is included in the Sum Insured.

## 15. Neighbours' fire-fighting equipment

We will pay up to \$10,000 to reinstate the fire-fighting equipment belonging to your neighbours which is damaged while fighting a fire on your Farm. Any amount We pay under this benefit is subject to the limit of the Sum Insured.

## 16. Teat Damage (applicable to Livestock)

If as a result of fire, insured livestock which are used for milk production or breeding are not able to yield milk, then we will pay the loss of value of the livestock.

## 16. Fusion of an electric motor

We will pay up to \$550 for the cost of rewinding, or at Our discretion, replacing the motor. Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.

## 17. Theft of Livestock

We will pay for loss, injury or death to Your Livestock as a result of Theft or attempted Theft. The maximum amount we will pay under this benefit is the market value of the

animal at the time of loss subject to \$1,000 for any one animal, \$5,000 for any one event and \$10,000 during any one Period of Insurance.

## Specific options available under Section Two

Your Schedule will show which, if any, of the following options apply under Your Policy cover. The maximum We will pay during any Period of Insurance is the Sum Insured shown in Your Schedule for each option.

### 1. Additional Costs

If We agree to pay a claim under Section Two – Farm Property or under Section Four – Motor Vehicles Part A – Comprehensive, We will pay the Additional Costs up to the Sum Insured You incur to maintain (but not expand) Your Farming Business at a similar level to that which would have applied if the loss or damage had not occurred. In order to claim under this option, the Additional Costs you incur must be a direct consequence of the loss or damage caused by:

- a) If you have cover for Defined Events, one or more of the Defined Events during the Period of Insurance
- b) If you have Accidental Damage, Accidental Damage during the Period of Insurance;

### Words that have special meaning in this 'Additional Costs' option

Some of the words in Section Two have special meanings. The following words and their meanings wherever they appear in Section Two are defined as below and will apply to the Cover under Section Two.

**"Additional Costs"** means the additional expenses necessarily and reasonably incurred for the purpose of avoiding or diminishing a reduction in turnover and/or resuming and/or maintaining normal business operations and/or services.

**"Documents"** means deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, computer disks, designs, business and accounting records, books, letters, certificates or forms or other similar materials. This does not include bearer bonds or coupons, bank or currency notes, other negotiable instruments or book debts.

**"Farm Planning Costs"** means costs incurred for the future planning of the use of pasture and Property Insured following an insured loss.

**"Pasture"** means ground cover consisting of grass or herbage that is used, or is suitable, for the grazing of livestock.

## Additional things we will pay when you have insured for Additional Costs

Subject to the Limit of Liability, We will pay the following in addition to the Sum Insured, unless shown otherwise in this Section.

### a) Restoring Documents

We will pay the costs necessarily and reasonably incurred by you in reinstating, replacing, reproducing or restoring documents belonging to you, including information contained in or on the documents. We will not pay the value of the information on the documents;

### b) Farm planning costs

We will pay the costs necessarily and reasonably incurred for Farm Planning Costs, but only in respect of Property damaged or destroyed on which a claim has been admitted on this Policy.

### c) Farm Vehicles

We will provide cover for Additional Costs incurred as a result of loss or damage to motorised farm equipment but restricted to tractors, graders, combines, harvesters and motorised crop harvesting equipment and sprayers (excluding farm contracting work unless we have agreed to this in writing), comprehensively insured and for which a claim is paid under Section Four – Motor Vehicles Part A – Comprehensive. For the purposes of this Additional Costs benefit 'Farm Vehicles' does not include any utility vehicle, four-wheel drive car or van or ute, truck, ATV (All-Terrain vehicle) or motorbike.

### d) Agisted Livestock (loss of Pasture)

We will pay for reasonable transport costs to move Your Livestock to a suitable location or we will provide the cost of feed, if property on which insured livestock is agisted suffers a loss of Pasture due to fire, lightning or thunderbolt and livestock can no longer be sustained at that location.

### e) Loss of rent

If the Property Insured or pasture is destroyed by an insured event and you suffer loss of rent, we will pay your loss of rent up to \$5,000. We will only pay loss or rent for up to 12 months. We will only do this if:

- (i) A written rental agreement is in place.

We will only pay for loss of rent provided the Sum Insured for Additional Costs has not been exhausted.

### f) Solar Panels and Wind Turbines

We will pay You for loss of income following a claim for insured destruction, loss or damage to Solar Panels and Wind Turbines caused by earthquake, subterranean fire, volcanic eruption or Tsunami, explosion, fire, lightning or thunderbolt, riot or civil commotion.

- (i) We only provide this cover where the Solar Panel and Wind Turbine form part of Your Farming Business.

(ii) The amount We will pay will be based on the average value per Kilo Watt that You were paid or credited in the last 30 days prior to the claim. We will only pay this benefit if Your Solar Panels or Wind Turbines are specified and shown on Your Schedule.

(iii) The maximum We will pay is \$5,000 during any one Period of Insurance.

### Excess

An excess of \$250 applies to this Additional Costs option for each claim except for if the claim is for Farm Vehicles in which event the excess is in the form of a waiting period of 48 hours.

This waiting period is taken to commence at the time of the loss or damage occurs and ends 48 hours later.

You are covered for Additional Costs incurred after the first 48 hours has expired. For example, if your harvester is damaged during harvesting and You hire a contractor to continue harvesting, We cover the Additional Costs of hiring the harvester incurred after the expiry of 48 hours. Any cost of hiring the harvester incurred during the first 48 hours constitutes Your Excess.

### When we will not pay for Additional Costs

We will not pay for any Additional Costs arising directly or indirectly from:

- a) drought; or
- b) under-insurance; or
- c) Your failure to insure for the loss or damage.

## 2. Drought

We will pay You the market value of Livestock which has been slaughtered on humane grounds if during the Period of Insurance:

- a) the area in which Your Farming Business is conducted is declared a "drought affected" area by the appropriate statutory authority;
- b) a veterinary surgeon has recommended that the Livestock be destroyed because of the drought; and
- c) We consent to the slaughter of the Livestock.

At Our discretion We will appoint a supervisor to oversee the slaughter.

We will not pay:

- a) for loss of use of the Livestock;
- b) for drought which occurs in the first six months after this option becomes effective; or
- c) if You did not receive Our consent to the slaughter of the Livestock.

## 3. Milk Contamination

We will cover Your milk stored in a milk vat at the Situation against accidental or malicious contamination due to:

- a) materials or fluids which are used to clean the dairy;
- b) introduction of foreign matter (other than bacteria) into milk.

We will not cover:

- a) loss due to lack of refrigeration, regardless of cause;
- b) consequential loss.

We will pay the value of milk, which is lost, based on the farm gate price of milk at the time of loss. The maximum We will pay for this option during any one Period of Insurance is the Sum Insured shown in Your Schedule.

## 4. Vines and Trees

We will cover Your Vines or Trees against being destroyed as a direct result of Fire occurring during the Period of Insurance.

A Vine or Tree is deemed destroyed when the Tree is damaged to such an extent that within six (6) months of the fire the Vine or Tree is no longer suitable for the intended purpose for which it was being grown.

We will Pay the agreed value per hectare shown in Your Schedule multiplied by the number of hectare (or part hectare) of Trees or Vines Destroyed.

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

An Excess of \$1,000 applies for each claim made under this option.

You must insure Your whole plantation or vineyard at the Situation. If the area of the plantation or vineyard at the Situation is found to be greater than the area shown in Your Schedule then We will not be liable to cover You for the additional risk and You will be considered Your own insurer for the difference, and will bear a rateable portion of any claim.

## Specific conditions applicable to Section Two

There are other conditions of cover in this Policy which may apply to Section Two. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 12 to 16.

### 1. Special conditions applicable to combine harvesters

It is a condition of cover for combine harvesters insured under this Section Two to comply with the following conditions whilst in use for harvesting:

- (i) to comply with Bush Fire Regulations and/or a Harvesting Code of Practice in force in the state or Territory in which the Situation is located, or in which an insured combine harvesters is operated; and
- (ii) to carry two water-based foam filled fire extinguishers (containing aqueous film forming foam – abbreviated 'AFFF').

If these conditions are not satisfied then We will not provide any cover for Your for combine harvester.

## Making a claim under Section Two

Full details of what You should do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 14 and 15.

### Excess

The Excess shown in Your Schedule for this Section Two is the amount which You must pay if you make a claim under this Section Two, unless We state otherwise in this Policy under the heading of "Cover option 1 – Defined Events", "Cover option 2 – Accidental Damage," "Other benefits

We will pay under this Section", "Specific options available under this Section."

# Section Three – Public and Products Liability

## The cover

Section Three insures all amounts which You become legally liable to pay as Compensation (excluding punitive, exemplary, aggravated damages) for Advertising Injury, Personal Injury and/or Property Damage happening during the Period of Insurance within the Geographical Limits and caused by or arising out of an Occurrence in connection with Your Farming Business or Products.

## Definitions applicable to Section Three

Some of the words in Section Three have special meanings. The following words and their meanings wherever they appear in Section Three are defined as below and will apply to the Cover under Section Three.

**"Advertising Injury"** means injury arising out of:

- a) defamation; or
- b) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or Schedule 2 to the Competition and Consumer Act 2010 (Cth) or any Fair Trading or similar legislation of any country, state or territory; or
- 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 vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

**"Compensation"** means monies paid or agreed to be paid by judgment, award or settlement for Personal Injury and/or Property Damage and/or Advertising Injury provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.

**"Drone"** for the purposes of this Public and Products Liability Section Four means an excluded remotely piloted aircraft as defined in the Civil Aviation Legislation Amendment (Part 101) Regulation 2016 .

**"Employee"** means any person who is employed by You and/or in respect of whom You are required to have cover for workers compensation or similar cover by any Workers Compensation Legislation.

**"Employment Practices"** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of Your employees.

**“Excess”** means the first amount of each claim or series of claims, arising out of any one Occurrence, for which You must pay and for which are responsible. The Excess applicable to this Section Three is shown in Your Schedule. The Excess which you must pay and for which you are responsible will apply to all amounts for which We are liable to pay for a claim, including any indemnity for defence costs and supplementary payments.

**“General Liability”** means Your legal liability for Personal Injury, Property Damage or Advertising Injury caused by or arising out of an Occurrence happening in connection with Your Farming Business other than Products Liability.

**“Geographic Limit”** means:

- a) anywhere within the Commonwealth of Australia and its external territories;
- b) elsewhere in the world but only with respect to:
  - (i) overseas business visits by any of Your directors, partners, officers, executives or Employees, who are normally resident in Australia but not where they perform manual work or supervise manual work in North America;
  - (ii) products supplied from the Commonwealth of Australia, but the indemnity granted in relation to such Products shall not apply to claims in respect of Personal Injury and/or Property Damage happening in North America where such Products have been exported to North America with Your knowledge.

**“Hovercraft”** means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

**“Incidental Contracts”** means:

- (a) any written rental agreement or lease of real property which does not impose on You:
  - (i) an obligation to insure such property; or
  - (ii) any liability regardless of fault;
- b) any written contract:
  - (i) with any public authority for the supply of Water, gas or electricity including contracts that allow access to paths, roads or paper paths of such public authority that crosses over the land at the Situation; or
  - (ii) with any railway authority for the loading and/or transport of Your Products including contracts relating to the operation of railway sidings,

but only to the extent of indemnifying any such authority in respect of liability arising out of Your Farming Business and excepting contracts for the performance of work or provision of services by You.

**“Internet Operations”** means:

- a) transfer of computer data or programmes by use of electronic mail systems by You or Your Employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within Your organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to Computer Virus, worm, logic bomb or Trojan horse;
- b) access through Your network to the world wide web or a public internet site by You or Your Employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within Your organisation;
- c) access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation;
- d) the operation and maintenance of Your web site.

**“Limit of Indemnity”** means the amount(s) shown in Your Schedule as the Limit of Indemnity or any lesser limit shown in Your Schedule or this Policy. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

**“Medical Persons”** means including legally qualified medical practitioners, legally qualified, enrolled and registered nurses, and first aid attendants.

**“North America”** means:

- a) the United States of America and the Dominion of Canada;
- b) any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
- c) any country or territory subject to the laws of the United States of America or the Dominion of Canada.

**“Named Insured”** means:

- a) the person(s), corporations and/or other organisations shown in Your Policy Schedule;
- b) all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured incorporated in the Commonwealth of Australia and/or any other organisations under the control of the Named Insured;
- c) all subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured and/or any other organisations under the control of the Named Insured incorporated in the Commonwealth of Australia and which are constituted or acquired by the Insured after the commencement of the Period of Cover;

- d) every subsidiary and/or controlled corporation and/or other organisation of the Named Insured which is divested during the Period of Cover, but only in respect of claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the divestment.

**“Occurrence”** means an event including continuous or repeated exposure to substantially the same general conditions which results unexpectedly and unintentionally from Your standpoint, in Personal Injury or Property Damage or Advertising Injury.

All occurrences of a series consequent upon or attributable to one source or originating cause are deemed to be one Occurrence.

**“Personal Injury”** means:

- a) death, bodily injury, sickness, disease, illness, disability, shock, fright, mental anguish and mental injury including loss of consortium or services resulting therefrom;
- b) (i) false arrest, wrongful detention or false imprisonment, malicious prosecution or humiliation;
- (ii) wrongful entry or eviction or other invasion of privacy;
- (iii) assault or battery;
- (iv) libel, slander
- (v) defamation of character or invasion of right of privacy unless arising out of Advertising Injury which occurs during the Period of Insurance;
- (vi) assault and battery not committed by You or at Your direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

**“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.

**“Products”** means anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, services, bottled, labelled, handled, sold, supplied, resupplied or distributed, imported or exported, by You or on Your behalf (including Your predecessors in Your Farming Business), including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such Products and anything which, by law or otherwise, You are deemed to have manufactured in the course of Your Farming Business including discontinued Products.

Provided always that for the purpose of this insurance the term ‘Products’ shall not be deemed to include:

- a) food and beverages supplied by You or on Your behalf primarily to Your Employees as a staff benefit;
- b) any vending machine or any other property rented to or located for use of others but not sold by You;

and any claims made against You in respect of Personal Injury and/or Property Damage arising out of any Occurrence in connection therewith shall be regarded as General Liability claims hereunder.

**“Products 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 premises owned or leased by or rented to You and after physical possession of such Products has been relinquished to others.

**“Property Damage”** means:

- a) physical damage to, physical loss of or physical destruction of tangible property that occurs during the Period of Insurance including any resultant loss of use; or
- b) loss of use of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use is caused by physical damage to, physical loss of or physical destruction of other tangible property that occurs during the Period of Insurance.

**“Tool of Trade”** means a Vehicle which has any tool, implement, machinery or plant forming part of or attached to or used in connection with it while such tool, implement, machinery or plant is in operation for the purpose of the Farming Business, but does not include:

- a) Vehicles while in transit to or from or within any place of work; or
- b) Vehicles used for transport or haulage.

**“Vehicle”** means any type of machine on wheels, caterpillar tracks 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.

**“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.

**“You”, “Your”, “Yours”** means the person(s), companies or firms named on the Policy Schedule as the “Insured”. Each of the following is an Insured to the extent specified below:

- a) the Named Insured;
- b) every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive or Employee of the Named Insured (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with Your Farming Business) or volunteers while such persons are acting for or on behalf of the Named Insured and/or within the scope of their duties in such capacities;
- c) any Employee superannuation fund or pension scheme managed by or on behalf of the Named Insured, and the trustees and the directors of the trustee of any such Employee superannuation fund or pension scheme which is not administered by corporate fund managers;
- d) any principal in respect of the liability of such principal arising out of:
  - (i) the performance by or on behalf of the Named Insured of any contract or agreement for the performance of work for such principal but only to the extent required by such contract or agreement, and limited always to the extent of cover and Limit of Indemnity provided in this Policy;
  - (ii) any Products sold or supplied by the Named Insured, but only in respect of the Named Insured's own acts or omissions in connection with such Products and in any event only for such coverage and limits of liability as are provided by this Policy;
- e) every person, corporation, organisation, trustee or estate to whom or to which the Named Insured is obligated by reason of law (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law, and in any event only for such coverage and limits of liability as are provided by this Policy;
- f) every officer, member, Employee or voluntary helper of the Named Insured's canteen, social and/or sporting clubs, first aid, medical, ambulance or fire fighting services, charities, welfare and/or child care facilities, while acting in their respective capacities as such;
- g) any director, partner, proprietor, officer or executive of the Named Insured in respect of private work undertaken by the named Insured's Employees for such person and any Employee whilst actually undertaking such work;
- h) the estates, legal representatives, heirs or assigns of:
  - (i) any deceased or insolvent persons; or
  - (ii) persons who are unable to manage their own affairs by reason of mental disorder or incapacity, who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such persons as described in clauses h(i) and h(ii) above;
- i) every party including joint venture companies and partnerships to whom the Named Insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy, but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by this Policy.

## Limit of Indemnity applicable to Section Three

The Limit of Indemnity is the amount shown in Your Schedule. This is the maximum amount We will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of Your Products, Our total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity.

You must pay an Excess of \$500, unless specified otherwise, in respect of each claim for Property Damage. Unless shown otherwise on Your Schedule there is no Excess applicable for Personal Injury claims.

## Defence costs and supplementary payments

With respect to the indemnity provided by this Section Three, We will:

1. defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury, Property Damage or Advertising Injury and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent;
2. pay all charges, expenses and legal costs incurred by Us and/or by You with Our written consent:
  - a) in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request; or
  - b) in bringing or defending appeals in connection with such claim or suit.
3. pay:
  - a) all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit;
  - b) pre-judgement interest awarded against you on that part of the judgment payable by us; and
  - c) all interest accruing on Our portion of any judgement until we have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability thereon;
4. pay premiums on:
  - a) bonds to release attachments for amounts not exceeding the applicable Limit of Liability of this Policy but we shall have no obligation to apply for or furnish any such bond;

- b) appeal bonds and/or security for costs required in any suit but we shall have no obligation to apply for or furnish any such bonds and/or security for costs.
5. pay expenses incurred by You for:
- a) rendering first aid and/or surgical or medical relief to others at the time of any Personal Injury (other than any medical expenses, which We are prevented from paying by any law);
  - b) temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof;
  - c) purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.
6. pay all legal costs incurred by You with Our consent for representation of You at:
- a) any coronial inquest or inquiry;
  - b) any proceedings in any court or tribunal in connection with liability insured against by this cover section Three;
  - c) any Royal Commission or Government Enquiry arising out of any alleged breach of statute, or other similar judicial enquiry into circumstances relating to any occurrence, claim or potential claim which would be the subject of indemnity under this Section;
  - d) any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that our liability under clauses 6(c) and 6(d) shall not exceed \$250,000 in respect of any one claim or series of claims arising out of any one occurrence.

The amounts of such defence costs and supplementary payments incurred and if covered under Section Three, except payments in settlement of claims and suits, are payable by Us in addition to the applicable Limit of Indemnity of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Indemnity shown in Your Schedule shall be inclusive of all defence costs and supplementary payments.

Where we are prevented by law or otherwise from making payments on Your behalf, we will indemnify You for legal liability incurred to the extent that such liability is covered by this Policy.

In jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You, We will reimburse You for the expense of such defence costs incurred with Our written consent.

## Other benefits We will pay under Section Three

### 1. Aircraft landing areas

We will cover You for liability arising directly or indirectly out of Your ownership or control of:

- a) any property; or
- b) any structure;

at the Situation of the Farming Business which is used as an Aircraft landing area. Aircraft landing area includes the Aircraft take-off and landing strip and any areas where the Aircraft is housed or maintained.

We will not cover Your liability directly or indirectly arising out of or in any way connected with any Aircraft landing areas that are used for reward or payment.

### 2. Drones

We will cover You for liability arising directly or indirectly out of Your ownership or control of a Drone at the Situation.

We will not cover Your liability directly or indirectly arising out of or in any connected with Drones used for reward, and/or or used beyond the boundaries of Your Situation and/or otherwise operated in contravention of relevant Australian laws and regulations.

### 3. Incidental Farm Contracting activities

Cover is extended to include legal liability for any Incidental Farm Contracting listed in Your Schedule. Income from this incidental farm contract work must not exceed 10% of farm turnover in a typical year or \$100,000, whichever is the lesser.

### 4. Motor vehicle liability (non -Farming Business purpose)

We will, regardless of whether used for Your Farming Business or not, cover your legal liability for payment of Compensation in respect of:

- a) death, bodily injury or illness, and/or
- b) physical loss of or damage to property;

arising from the ownership, custody, or use of any unregistered Vehicle that is not required to be registered by law or in respect of which there is no compulsory statutory scheme of indemnity, or any motorised wheelchair, or domestic trailer not attached to any vehicle.



The maximum amount we will pay for all claims arising out of any one occurrence under any of the Other benefits 1, 2 or 3 in Section Three is the amount shown in Your Schedule. We will, in addition to the Limit of Liability cover, also pay legal costs incurred with our consent to defend the claim provided We agree you are entitled to liability cover under any of the Other benefit 1, 2 or 3 in Section Three.

## 5. Property in Your physical and legal control

Exclusion 18 will not apply to the following property:

1. the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or Employees, or the clothing and personal effects of any of Your visitors.
2. premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of Your Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises.
3.
  - a) premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with Your Business, or
  - b) any other property temporarily in Your possession for the purpose of being worked upon; but no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work.
4. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You provided that You do not operate the car park for reward, as a principal part of Your Business.
5. notwithstanding Exclusion 6. Contractual liability, any property (except property that You own) not mentioned in clauses 1., 2., 3. and 4. of this additional benefit whilst in Your physical or legal care, custody or control whether or not You have accepted or assumed legal liability for such property.

Provided that Our liability under this clause 5. shall not exceed;

- a) \$10,000 in respect of any one animal;
- b) \$100,000 in respect of any one item of farm property other than animals;

\$250,000 in the aggregate per Period of Insurance for any one claim or series of claims arising out of any one Occurrence, unless a higher amount is shown in Your Schedule, and will be subject to the Excess shown in Your Schedule.

## When We will not pay a claim under Section Three

This Policy does not cover any actual or alleged liability:

### 1. Aircraft, Hovercraft

directly or indirectly arising out of or in any way connected with:

- a) the ownership, possession, maintenance, repair, operation or use by You or on Your behalf;
- b) any of Your Products which are incorporated into the structure, machinery or controls;

of any Aircraft or Hovercraft.

### 2. Assault and battery

directly or indirectly arising out of or in any way connected with assault and/or battery committed by You or at Your direction.

This exclusion (2) will not apply when such assault and/or battery is committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property.

### 3. Contractual liability assumed under any contract or agreement

which has been assumed by You under any contract or agreement that requires You to:

- a) effect insurance over property, either real or personal;
- b) assume liability for Personal Injury and/or Property Damage and/or Advertising Injury regardless of fault; provided that this exclusion shall not apply with regard to:
  - (i) liabilities which would have been implied by law in the absence of such contract or agreement;
  - (ii) liabilities assumed under Incidental Contracts; or
  - (iii) terms regarding merchantability, quality, fitness or care of Your Product which are implied by law or statute; or
  - (iv) liabilities assumed under the contracts which are listed in Your Schedule or in any endorsement(s) to this Policy.

### 4. 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 shown in Your Schedule.

## 5. Defamation, libel and slander

directly or indirectly arising out of or in any way connected with, the publication or utterance of any libelous, slanderous, defamatory or disparaging material:

- a) made prior to the commencement of the Period of Insurance;
- b) made at Your direction or with Your authority and with knowledge of its falsity; or
- c) related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf.

## 6. Defect in design

caused by or arising out of Your making or formulating a design or specification within the domain of the architectural, engineering, scientific, chemical, actuarial, statistical, economic, financial or medical profession. Provided that 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.

## 7. Employer's liability

- a) for Personal Injury to any Employee, if You are required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- b) imposed by:
  - (i) any Workers' Compensation Law;
  - (ii) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination;
  - (iii) any law relating to Employment Practices.

## 8. Faulty workmanship

for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken by You.

## 9. Horse riding

directly or indirectly arising out of or in any way connected with any Horse Riding Activities that are conducted for reward or payment.

## 10. Internet Operations

This Policy does not cover claims from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur arising directly or indirectly out of or in any way connected with Your Internet Operations.

This exclusion does not apply to liability otherwise covered by this Policy which would have arisen irrespective of Your Internet Operations.

## 11. Leisure purposes

directly or indirectly arising out of or in any way connected with farm stay accommodation, tourist or hosting activities, unless otherwise shown in Your Schedule.

## 12. Loss of use

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; or
- 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 12 b) 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.

## 13. Penalties, liquidated damages, punitive, exemplary

for fines or penalties imposed by law or liquidated damages or punitive, exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

## 14. Pollution

- a) for Personal Injury and/or Property Damage directly or indirectly arising from the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water;
- (b) for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America. Exclusions 14 a) and 14 b) shall not apply where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

## 15. Damage to Products

for Property Damage to Your Products where such damage is directly caused by a fault or defect in such Products but this exclusion shall be interpreted to apply with respect to damage to the specific part and only that part of such product to which the damage is directly attributable.

## 16. Product recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

## 17. Professional liability

arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to claims for Personal Injury and/or Property Damage:

- a) arising out of the rendering of or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- b) arising out of advice which is given by You for no fee;
- c) arising out of advice given in respect of the use or storage of Your Products.

## 18. Property in physical or legal control

for Property Damage to:

- a) property owned by or leased or rented to You;
- b) property not belonging to You but in Your physical or legal control Other than the property described in "Additional benefit 5 – Property in physical and legal control"

## 19. Smoking

for any Personal Injury directly or indirectly arising out of or in any way connected with, the inhalation or ingestion of or exposure to:

- a) tobacco or tobacco smoke; or
- b) any ingredient or additive present in any articles, items or goods which contain or include tobacco.

## 20. Vehicles

directly or indirectly arising out of or in any way connected with the ownership, possession, operation, use or legal control by You or on Your behalf of any Vehicle:

- a) which is registered or is required under any legislation to be registered;
- b) in respect of which compulsory liability insurance or statutory indemnity does not provide indemnity is required by virtue of legislation (whether or not that insurance is effected).

This exclusion will not apply to:

- a) Personal Injury where:
  - (i) any compulsory liability insurance or statutory indemnity does not provide indemnity for ; and
  - (ii) which arises in circumstances in which You are not involved in a breach of any legislation relating to a Vehicle and Vehicles;
- b) liability for Personal Injury or Property Damage arising beyond the limits of any carriageway or thoroughfare or caused by the loading or unloading of any Vehicle or trailer or the delivery or collection of goods to or from any Vehicle;
- c) liability for Personal Injury and/or Property Damage arising from the use of any Vehicle as a Tool of Trade;
- d) liability for Property Damage only, caused by any registered farm vehicle, mobile farm machinery and attachments while being used in connection with Your Farming Business at the Situation and any other place within 100 kilometres of the Situation;
- e) any Vehicle temporarily in Your custody or control for the purpose of parking.

## 21. Watercraft

directly or indirectly arising out of or in any way connected with the ownership, possession, operation, maintenance or use by You or on Your behalf of any Watercraft, the hull of which exceeds 8 metres in length. Provided that this exclusion shall not apply with regard to claims arising out of:

- a) watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable;
- b) watercraft owned by others and used by You for Your Farming Business entertainment.

## 22. Avian influenza (bird flu)

direct 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 endorsement, avian influenza includes, but is not limited to, influenza A viruses of subtypes H5, H7 and H9.

## 23. Property owned by You

For Property Damage to property owned by You;

## 24. Product guarantee

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.

## 25. Advertising Injury

for Advertising Injury:

- a) resulting from statements made at Your direction with knowledge that such statements are false;
- b) resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- c) resulting from any incorrect description of Products or services;
- d) resulting from any mistake in advertised price of Products or services;
- e) resulting from failure of Your products or services to confirm with advertised performance, quality, fitness or durability;
- f) incurred by You or Your principal occupation or business is advertising, broadcasting, publishing or telecasting.

## 26. Asbestos

For Personal Injury or Property Damage (including loss of use of property) or Advertising Injury directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## 27. Wind Turbines

For Personal Injury or Property Damage (including loss of use of property) directly or indirectly arising out of, resulting from or in consequence of Wind Turbines as defined in Section Two – Farm Property of this Policy. This exclusion will not apply if the wind turbine is owned and operated by the insured for the purposes of conducting normal farming and/or private activities.

## Specific conditions applicable to Section Three

### 1. Cross liability

This insurance extends to indemnify:

- a) each of the parties comprising the Named Insured;
- b) each of the Insureds hereunder separately in the same manner and to a like extent as though policies had been issued in their separate names.

In particular, but without limiting the foregoing, this insurance shall indemnify each of the parties described in clauses a) and b) of 'Cross Liabilities' in respect of claims made by any other of such parties.

Provided always that:

- a) each of such parties shall be separately subject to the terms, claims conditions, General Policy conditions, exclusions and definitions of this Policy in the same manner and to a like extent as though separate policies had been issued; and
- b) in no case shall the amount payable by Us in respect of any one claim or series of claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as shown in the Policy Schedule.

### 2. Discharge of liabilities

We may at any time pay to You or on Your behalf in respect of all claims against You:

- a) the amount of the Limit of Liability (after deduction of any sum or sums already paid by Us); or
- b) any lesser sum for which the claim or claims may be settled.

Upon such payment We will relinquish conduct or control of the defence of all claims against You and be under no further liability under this Policy in connection with such claim(s).

Provided that We will pay for costs, charges and expenses recoverable from You in respect of the period prior to the date of such payment (whether or not this is pursuant to an order made subsequently) or incurred by Us or by You with Our written consent prior to the date of such payment.

### 3. Reasonable care and maintenance

You must:

- a) take reasonable precautions to prevent the manufacture, sale or supply of defective products;
- b) at Your expense, take reasonable action to trace, recall or modify any products containing any defect or deficiency of which You have knowledge or have reason to suspect.

If You do not meet the above condition, We may cancel the Policy and or reduce or refuse to pay a claim.

### 4. Release

Where You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority from liability for loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this Policy or the cover or insurance under it.

Notwithstanding general condition 'Subrogation rights' under this Policy, we agree to waive all Our rights of subrogation against any such Authority in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

## Endorsements applicable to Section Three

The following endorsements apply only when shown on Your Schedule.

### 1. Crop spraying

Exclusion 4. Crop spraying under "When We will not pay a claim under Section Three" is deleted and replaced by the following:

- a) directly or indirectly arising out of or in any way connected with any material or substance being applied by an Aircraft to:
  - (i) land; or
  - (ii) anything grown on the land.

This exclusion does not apply to liability for Property Damage arising out of any aerial spraying application conducted by a licensed aerial spraying contractor engaged by You or on Your behalf, provided that:

- a) such Aircraft is neither owned or operated by You or Your employees, nor is it in your physical or legal care, custody or control;
- b) You or Your employees do not perform that aerial spraying application; and
- c) You neither own nor operate the aerial spraying business.

Our liability under this endorsement will be limited to the amount shown in Your Schedule for any one Occurrence and in the aggregate in respect of any one Period of Insurance.

You must pay an Excess of \$5,000 in respect of each claim.

### 2. Milk tanker contamination

We will cover Your legal liability arising out of contamination of milk contained in a milk container due to the introduction of Your contaminated milk where that legal liability would be covered under Section Three but for the exclusions under the heading "When We will not pay a claim under Section Three".

Our liability under this endorsement will be limited to the amount shown in Your Schedule for any one Occurrence and in the aggregate in respect of any one Period of Insurance. You must pay an Excess of \$250 in respect of each Occurrence."

## Section Four – Motor Vehicles

### Cover options

The following cover options are available under this Policy Section Four:

Part A – Comprehensive;

Part B – Third Party Property Damage; and

Part C – Third Party Property Damage, Fire and Theft.

### Definitions applicable to Section Four

Some of the words in Section Four have special meanings wherever they appear. The following words and their meanings wherever they appear in Section Four are defined below and will apply to the Cover under Section Four.

**"Agreed Value"** means the amount which We agree to insure Your Vehicle for as shown in Your Schedule.

**"Declined Driver"** means a driver, noted in Your Schedule as a Declined Driver who is not insured under this Policy.

**"Gross Vehicle Mass"** means the maximum legally allowed weight of Your Vehicles and the weight of goods it can legally carry.

**"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.

**"Nominated Driver"** means a driver, noted in Your Schedule as a Nominated Driver You have advised Us will drive Your Vehicle.

[Note: If during the currency of the Policy, any person under 25 years of age becomes a Nominated Driver You must inform Us immediately.]

**"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.

**"Total Loss"** means the cost to repair your vehicle plus the value of any salvage (if applicable) exceeds the 'agreed value' or 'market value' whichever is shown in Your Schedule, or your vehicle is stolen and not recovered within 6 weeks.

**"Vehicle Usage"** means the use of Your Vehicle, which You have told Us about. This is shown on Your Schedule.

Vehicle usage may be either:

- a) Private Motor which means any vehicle which;
  - (i) is registered as a private vehicle; and
  - (ii) is not used for income earning purposes;
- b) Farm Motor which means any vehicle used predominately in Your Farming Business.

“Your Vehicle” means any vehicle shown on Your Schedule including:

- a) its standard tools, modifications, and accessories as supplied by the manufacturer;
- 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;
- c) equipment and apparatus fixed to it such as:
  - (i) radio receivers, roof racks, telephones, compact disc players, radios, tape recorders, tape players and air conditioning, g.p.s. tracking units;
  - (ii) tarpaulins, gates and chains.

Your Vehicle does not include:

- 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
- b) radar detectors; or
- c) any goods being carried by the motor vehicle.

## Part A – Comprehensive

Your Schedule will show if Your Vehicle is insured for Comprehensive cover.

### The cover

#### Cover for accidental loss or damage to Your Vehicle

We will cover You for accidental loss (including Theft) or damage to Your Vehicle.

At Our discretion We will:

1. repair Your Vehicle; or
2. pay You the reasonable cost of repairing Your Vehicle; or
3. pay You the Market Value of Your Vehicle when Your Schedule shows that Your Vehicle is insured for a Market Value; or
4. pay You the Agreed Value of Your Vehicle when Your Schedule shows that Your Vehicle is insured for an Agreed Value; or
5. pay You the Sum Insured shown in Your Schedule;

whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision shown under “General conditions – applicable to all Sections of this Policy”, “GST notice” on page 15.

### Replacement of new vehicle after a Total Loss

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as either:

- (i) Private Motor; or
- (ii) Farm Motor, and then only if Your Vehicle is either a utility or a van. Vehicles listed in Your Schedule under Farm Motor other than utilities or vans are not covered under the benefit “Replacement of new vehicle after a Total Loss”).

If you purchase your vehicle as new or, as a demonstrator model, and becomes a Total Loss within three years of the starting date of the original registration, and travelling less than 60,000 km, we will replace your vehicle with a new vehicle of the same make, model and series.

If a replacement vehicle is not currently available, We will pay You either the Market Value of Your Vehicle or the Sum Insured shown in Your Schedule, whichever is the lesser.

Where your vehicle is financed we will require written consent from your financier in order to provide a replacement vehicle.

We will not require you to pay any additional premium for this cover.

We will also pay for the on-road costs (including 12 months registration and compulsory third party insurance) of the new vehicle if you pay us any refund amount from your registration and compulsory third party insurance.

If a replacement vehicle is not currently available, We will pay You either the Market Value of Your Vehicle or the Sum Insured shown in Your Schedule, whichever is the lesser.

If We replace Your Vehicle, this Policy will continue to cover Your new replacement vehicle until the end of the Period of Insurance. We will not require You to pay any additional premium for this cover.

### Cover for damage to other people’s property (legal liability)

We will cover 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.

This cover will apply if Your legal liability for loss or damage to someone else’s property arises out of the use of:

1. Your Vehicle;
2. a caravan or trailer towed by Your Vehicle;

We will also cover the legal liability for loss or damage to someone else’s property of:

3. any person who is driving, using or in charge of Your Vehicle with Your permission;
4. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
5. Your employer, principal or partner arising from Your use of Your Vehicle.

We will not cover legal liability:

- 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) which is insurable under 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.

For the purposes of this cover only, premises leased or rented to you, your spouse or de facto are deemed to not be in your custody or control.

#### **No cover for legal liability after a Total Loss**

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle, all cover under the Policy in respect of that vehicle will cease.

#### **Additional cover for supplementary bodily injury (legal liability)**

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, 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.

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - a) statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - b) compensation scheme or fund, even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
  - a) statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - b) compensation scheme or fund.

3. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - a) insure Your Vehicle;
  - b) register Your Vehicle; or
  - c) comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
4. for legal liability to any:
  - a) person driving or in charge of Your Vehicle;
  - b) of Your employees; or
  - c) member of Your family.
5. for legal liability 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).
6. unless You or the person claiming under Section Four have notified Us of a claim under Section Four within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
7. for legal liability caused by or arising from an intentional act by You or any other person.
8. any amount of exemplary, punitive or aggravated damages.
9. if Your Vehicle is outside of Australia at the time of loss or damage.

#### **Maximum amount payable**

The maximum amount We will pay in total for all claims under Section Four for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$30,000,000.

### **Other benefits We will pay under Part A of Section Four**

Unless We have stated differently under one of the additional benefits listed below, any payment We may make under Section Four will be paid in addition to any amount payable for the damage to Your Vehicle or any amount payable under legal liability.

#### **1. Substitute Vehicle**

We will cover You for legal liability, up to the maximum Policy limit of \$20,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

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.

## 2. Legal costs

Provided We agree in writing, We will also pay for all legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered by Part A of Section Four.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

## 3. Rental car following Theft

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as either:

- a) Private Motor; or
- b) Farm Motor and then only if Your Vehicle is either a utility or a van. Vehicles listed in Your Schedule under Farm Motor other than utilities or vans are not covered under the benefit “3. Rental car following Theft”).

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

- 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 Agreed Value or Market Value; or d) for a maximum of 14 days; whichever happens first.

The maximum daily rental charge We will pay is \$80.

We will not pay for:

- a) a rental car unless its hire has been arranged by Us or approved by Us;
- b) the cost of fuel used during the rental period; or
- c) any accidental loss or damage to the rental car.

If a rental or loan car is not available, We will pay You a daily travel allowance of \$30.

## 4. Towing

Following an accident or Theft of Your Vehicle covered by Part A of Section Four, after which Your Vehicle is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

## 5. Vehicle being transported by ship

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

## 6. Trailer cover

(Applicable only when Your Vehicle is shown as “Private” Vehicle in Your Schedule)

Where We have accepted Your claim for Theft or damage to Your Vehicle We will pay for accidental loss of or damage to any trailer or caravan which was attached to Your Vehicle.

We will pay the lesser of the Market Value of the trailer or caravan or \$1,000.

We will not pay for property being carried in or on the trailer or caravan which is already insured.

## 7. Emergency repairs

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as either:

- a) Private Motor; or
- b) Farm Motor.)

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle home after it is involved in an accident covered by Part A of Section Four.

The maximum We will pay in respect of any one accident is:

- a) \$500 for Vehicles shown in Your Schedule as Private Vehicle Usage;
- b) \$500 for Vehicles shown in Your Schedule as Farm Vehicle – Farm utilities and vans;
- c) \$1,000 for all other vehicles listed in Your Schedule.

## 8. Personal effects and clothing

We will also pay for 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 Part A of Section Four.

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 We will pay in respect of one accident or Theft is \$1,000.

## 9. Transportation costs

If Your Vehicle cannot be safely driven home after being:

- a) involved in an accident covered under Part A of Section Four; or
- b) subject to malicious damage; or
- c) stolen and recovered in a damaged condition.



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 We will pay in respect of any one accident giving rise to a claim is \$500.

### 10. Emergency accommodation costs

If Your Vehicle cannot be safely driven home after:

- a) being involved in an accident covered under Part A of Section Four; or
- b) subject to malicious damage; or
- c) stolen and recovered in a damaged condition

any you are more than 100 kilometres from your home, we will reimburse the cost of emergency accommodation for you, your spouse, your de facto or dependent children.

The maximum We will pay in respect of any one accident giving rise to a claim is \$1,500.

### 11. Signwriting

We will pay for the replacement cost of any signwriting, artwork 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 Part A of Section Four.

The maximum We will pay in respect of any one accident or Theft giving rise to a claim is \$2,000.

### 12. Finance payout – Total Loss

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as either:

- a) Private Motor; or
- b) Farm Motor, and then only if Your Vehicle is either a utility or a van. Vehicles listed in Your Schedule under Farm Motor with a Gross Vehicle Mass less than 2 tonnes other than utilities or vans are not covered under this benefit “12. Finance payout – Total Loss.”)

Where Your Vehicle is subject to any secured finance through a financial institution and suffers a Total Loss, We will cover you or the finance provider for the difference between the residual value under the contract and the

Agreed Value or Market Value of Your Vehicle less any payments and interest in arrears at the time of the loss, and any discount in respect of finance charges and/or interest for the unexpired term of the secured finance agreement.

### 13. Removal of debris

If at the time of an accident Your Vehicle is carrying goods, We will pay up to \$10,000 to clean up and remove any debris.

### 14. Re-keying and re-coding

If the keys to Your Vehicle are stolen We will pay for the replacement of Your Vehicle’s keys and the necessary recoding of Your Vehicle’s locks.

The maximum amount We will pay is:

- a) the amount by which the cost to re-key and/or re-code Your Vehicle exceeds the basic Excess payable for the claim, up to a maximum amount of \$2,000 for any one claim.

This benefit will only apply 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 cover under any other policy.

Cover under this benefit does not entitle You to a claim for a rental vehicle or any other additional benefit.

### 15. Removal of basic Excess for windscreen claims

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as Farm Motor and then only if Your Vehicle is either a utility or a van. Vehicles listed in Your Schedule under Farm Motor other than utilities or vans are not covered under this benefit “14. Removal of basic Excess for windscreen claims”).

If the windscreen or window glass in Your Vehicle is accidentally broken or damaged We will not apply an Excess to Your claim.

This benefit only applies:

- a) to one claim during any one Period of Insurance; and
- b) if the broken windscreen or window glass is the only damage to Your Vehicle.

### 16. Child seat or baby capsule

We will pay for loss or damage to a child’s seat or baby capsule that is stolen from your vehicle or damaged in an accident or fire while in your vehicle.

### 17. Unspecified accessories and permanent attachments

We will pay the reasonable and necessary costs to repair or replace non-standard accessories or permanent attachments, which have been lost or damaged arising from and an accident to or Theft of Your Vehicle covered under Part A of section Four.

The maximum we will pay is limited to the lesser of 25 per cent of the Agreed Value or Market Value as noted on the schedule or \$5,000.

## Specific options available under Part A of Section Four

(Some of the following options are not available in all States or Territories).

These options are available only when Your Vehicle is stated as "Private" Vehicle Usage on Your Schedule.

Your Schedule will show which, if any, of the following options apply. Depending on the options selected, Your premium may have been increased or reduced.

### 1. Removal of basic Excess for windscreen claims

When Your Schedule shows that the removal of basic Excess for windscreen claims option applies, if the windscreen or window glass in Your Vehicle is accidentally broken or damaged We will not apply an Excess to Your claim.

Any no claim bonus entitlement You hold with another insurance company is transferable.

This option only applies:

- a) to one claim during any one Period of Insurance; and
- b) if the broken windscreen or 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. Protected no claim bonus

When Your Schedule shows that the option for "protected no claim bonus" applies, We will not reduce Your current no claim bonus entitlement for the first claim in any one Period of Insurance which is Your fault or where the responsible party cannot be identified.

### 3. Rental or loan car following an accident

When Your Schedule shows that the rental or loan car following an accident option applies and We accept a claim for accidental damage, 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 benefit will be provided from:

- a) the date repairs to Your Vehicle are authorised; or
- b) the date Your Vehicle is made available for repairs to be commenced, whichever is the later.

The maximum daily rental charge We will pay is \$80.

We will provide the rental or loan car benefit:

- a) for a maximum period of 14 days; or

- b) until the repairs have been completed; or
- c) until We settle Your claim by paying You the Market Value or Sum Insured of Your Vehicle, whichever happens first.

We will not pay for:

- a) a rental car unless its hire has been arranged by Us or approved by Us;
- b) the cost of fuel used while driving the loan car; or
- c) any accidental loss or damage to the rental or loan car.

## Special conditions applicable to combine harvesters insured under Part A of Section Four – Motor Vehicles

It is a condition of cover for combine harvesters insured under Section Four to comply with conditions set out below, whilst in use for harvesting:

- a) to comply with Bush Fire Regulations and/or a Harvesting Code of Practice in force in the state or Territory in which the Situation is located, or in which an insured combine harvesters is operated; and
- b) to carry two water-based foam filled fire extinguishers (containing aqueous film forming foam – abbreviated 'AFFF').

If these conditions are not satisfied then We will not provide any cover for Your combine harvester.

### How You earn a no claim bonus

For each claim free Period of Insurance You will accumulate a discount off Your motor vehicle insurance premium up to a maximum amount. This maximum amount will vary according to the State or Territory in which Your Vehicle is garaged/kept. Any no claim bonus entitlement You hold with another insurance company is transferable. You may be required to provide documentary evidence of Your current no claim bonus entitlement.

Premiums are calculated prior to a no claim bonus discount being applied. The premium for a Policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

## Part B – Third party property damage

Your Schedule will show if Your Vehicle is covered for Third party property damage cover.

### The cover

#### Cover for damage to other people's property (legal liability)

We will cover 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.

This cover will 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 or trailer towed by Your Vehicle.

We will also cover 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 out of Your use of the vehicle.

We will not cover legal liability:

- a) when the loss or damage occurs to Your own property, or Your spouse's or defacto's property or to property which is in Your possession, custody or control. For the purposes of this cover only, premises leased or rented to you, your spouse or de facto are deemed to not be in your 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 covering such legal liability; or
- c) where Your Vehicle is not registered for use on public roadways.

#### **Additional cover for supplementary bodily injury (legal liability)**

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability arising for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, 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.

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - a) statutory or compulsory insurance policy or any statutory or compulsory insurance; or

- b) compensation scheme or fund; even if the amount recoverable is nil.

2. any amount of a claim over that recoverable under any:
  - a) statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - b) compensation scheme or fund.
3. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - a) insure Your Vehicle;
  - b) register Your Vehicle; or
  - c) comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
4. for legal liability to any:
  - a) person driving or in charge of Your Vehicle;
  - b) of Your employees; or
  - c) member of Your family.
5. for legal liability 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).
6. unless You or the person claiming under Section Four have notified Us of a claim under Section Four within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
7. for legal liability caused by or arising from an intentional act by You or any other person.
8. any amount of exemplary, punitive or aggravated damages.
9. if Your Vehicle is outside of Australia at the time of loss or damage.

#### **Maximum amount payable**

The maximum amount We will pay in total for all claims under Part B of Section Four for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$30,000,000.

### **Other benefits We will pay under Part B of Section Four**

#### **1. Substitute Vehicle**

We will cover You for legal liability, up to the Limit of Liability of \$20,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

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.

## 2. Legal costs

Provided We agree in writing, We will also pay for all legal costs and expenses in defending any court proceedings arising from liability covered by Part B of Section Four.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

### Uninsured motorists extension

We will cover You 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 including the cost of protection, removal and towing.

You may only claim under this extension if You:

- 1. did not contribute to the cause of the accident; and
- 2. can provide Us with the name and address of the person responsible for the accident; and
- 3. can provide the registration number of the other vehicle.

## Part C – Third party property damage, Fire and Theft

Your Schedule will show if Your Vehicle is insured for Third party property damage, Fire and Theft cover.

### The cover

#### Cover for damage to other people's property (legal liability)

We will cover 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.

This cover will 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 or trailer towed by Your Vehicle.

We will also cover 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 out of Your use of the vehicle.

We will not cover legal liability:

- a) when the loss or damage occurs to Your own property, or Your spouse's or defacto's property or to property which is in Your possession, custody or control. For the purposes of this cover only, premises leased or rented to you, your spouse or de facto are deemed to not be in your 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 covering such legal liability; or
- c) where Your Vehicle is not registered for use on public roadways.

### No cover for legal liability after a total loss

On the date We confirm that We will pay Your claim for the total loss of Your vehicle, all cover under the Policy for that vehicle will cease.

### Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, 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.

We will not pay:

- 1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
  - a) statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - b) compensation scheme or fund, even if the amount recoverable is nil.
- 2. any amount of a claim over that recoverable under any:
  - a) statutory or compulsory insurance policy or any statutory or compulsory insurance; or
  - b) compensation scheme or fund.

3. if the legal liability would have been covered or indemnified in any way if You had not failed to:
  - a) insure Your Vehicle;
  - b) register Your Vehicle; or
  - c) comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
4. for legal liability to any:
  - a) person driving or in charge of Your Vehicle;
  - b) of Your employees; or
  - c) member of Your family.
5. for legal liability 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).
6. unless You or the person claiming under Section Four have notified Us of a claim under Section Four within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
7. for legal liability caused by or arising from an intentional act by You or any other person.
8. any amount of exemplary, punitive or aggravated damages.
9. if Your Vehicle is outside of Australia at the time of loss or damage.

### Maximum amount payable

The maximum amount We will pay in total for all claims under Part C of Section Four for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is \$30,000,000.

### Cover for loss or damage caused by Fire or Theft

We will also cover You 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 Market Value of Your Vehicle; or
- d) pay You the Sum Insured shown on Your Schedule; whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 15.

### No cover for legal liability after a Total Loss

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle, all Policy cover for that vehicle will cease.

## Other benefits We will pay under Part C of Section Four

### 1. Substitute Vehicle

We will cover You for legal liability, up to the maximum Policy limit of \$20,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

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.

### 2. Legal costs

Provided We agree in writing, We will also pay for all legal costs and expenses in defending any court proceedings arising from liability, fire or Theft covered by Part C of Section Four.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

### 3. Towing

Following loss or damage caused by fire or the Theft of Your Vehicle covered by Part C of Section Four after which Your Vehicle is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

### Uninsured motorists extension

We will cover You 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 including the cost of protection, removal and towing.

You may 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.

## When We will not pay Your claim under Section Four

There are other exclusions in this Policy, which may apply.

These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

We will not pay 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:

### 1. Unlicensed driver

being driven by any person, including You, who was not licensed to drive Your Vehicle. We will not refuse Your claim if You can prove that You did not know that the driver was unlicensed.

### 2. Declined Driver

being driven by a person nominated in Your Schedule as a Declined Driver.

### 3. Driver under the influence

being 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.

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

### 4. Overloaded vehicle

being used to:

- a) carry a number of passengers; or
- b) carry or tow a load;

greater than that for which Your Vehicle was constructed.

We will not refuse Your claim 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.

### 5. Unsafe vehicle

being used in an unsafe or unroadworthy condition. We will not refuse Your claim 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.

### 6. Carrying passengers for hire, fare or reward

being used to carry passengers for hire, fare or reward except under a private pooling arrangement. If Your full-time employer pays You a travelling allowance, We will not consider such an allowance as hire, fare or reward.

### 7. Motor sport

being used for any motor sport, time trial or was being tested in preparation for any motor sport or time trial.

### 8. Motor trade

being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

We will not pay for:

### 9. Wear

wear and tear, rust or corrosion of Your Vehicle.

### 10. Loss of use

any loss suffered due to loss of use of Your Vehicle.

### 11. Breakdown

mechanical or electrical breakdowns, failures or breakages to Your Vehicle.

### 12. Tyres

damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts unless caused as a result of an incident covered under this Policy or by people acting maliciously.

### 13. Safeguarding vehicle

accidental loss or damage to Your Vehicle after an accident, Theft or breakdown unless You have taken reasonable steps to protect or safeguard it.

### 14. Renting a vehicle

- a) any costs associated with the loan of a vehicle; or
- b) the cost of renting a vehicle; except for those circumstances described in:
  - "Other benefits We will pay under Part A of Section Four", "Rental car following Theft" on page 62;
  - "Other benefits We will pay under Part A of Section Four", "Transportation costs" on page 62; or
  - "Specific options available under Part A of Section Four", "Rental or loan car following an accident" on page 64.

### 15. Use of Your Vehicle

loss or damage which occurs while Your Vehicle is being used for any purpose which differs from the description of use shown in Your Schedule.

## 16. Dangerous Goods

loss or damage which occurs while Your Vehicle is being used for commercial bulk transportation of any goods or substance that is classified as "Dangerous Goods" under the Australian Dangerous Goods Code.

## Specific conditions of cover applicable to Section Four

There are other conditions of cover in this Policy, which may apply to Section Four. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 12 to 16.

### 1. Changes to Your insurance details – what You must tell Us

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.

When We receive this information, We may:

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

Before We agree to renew Your Policy You must tell 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; or
- b) had a driver's licence cancelled or suspended or been restricted or disqualified from holding a driver's licence for any period; or
- c) been responsible for causing any motor vehicle accident; or
- d) had any motor vehicle damaged or stolen.

### 2. If You replace Your Vehicle

If You permanently replace Your Vehicle, We will provide temporary cover for the replacement vehicle from the date of purchase to a maximum of 30 days. If cover is to continue on the replacement vehicle:

- a) You must give Us full written details of the replacement vehicle during the 30 day temporary cover period; and
- b) You must obtain Our agreement to cover Your replacement vehicle; and
- c) You must pay any extra premium We require.

The cover is subject to You advising Us immediately if:

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

Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle. The cover for the replacement vehicle will be limited to the cover provided for Your Vehicle.

### 3. Special conditions applicable to combine harvesters insured under Part C of Section Four – Motor Vehicles

It is a condition of cover for combine harvesters insured under this Section Four: Motor Vehicles, to comply with the following conditions whilst in use for harvesting:

- (i) to comply with Bush Fire Regulations and/or a Harvesting Code of Practice in force in the state or Territory in which the Situation is located, or in which an insured combine harvesters is operated; and
- (ii) two water-based foam filled fire extinguishers (containing aqueous film forming foam – abbreviated 'AFFF') must be carried upon any harvester during any periods for which restricted burning times or total fire bans are legally imposed by any local government, competent authority, or rural fire service authorised for such purpose.

If these conditions are not satisfied then We will not provide any cover for Your combine harvester.

## Making a claim under Section Four

### What You must do

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 14 and 15.

### What happens after You make a claim

#### 1. Excess

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim. The Excess types are shown on Your Schedule under the heading "Excess applicable to claims".

These are:

- a) **Basic Excess**  
(Applicable for all Your insured Vehicles)

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 beside the heading "Basic Excess".

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

(i) Minimum basic Excess

The minimum Excess that is due on Your Policy risk for each claim. The amount of the minimum basic Excess will be shown on Your Schedule.

(ii) 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.

(iii) Imposed Excess

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

**b) Age Excess**

(Applicable for all Your insured Vehicles)

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, You must pay the age Excess shown in Your Schedule in addition to the basic Excess.

**c) Undeclared young driver Excess**

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as Private Motor)

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

**d) Inexperienced driver Excess**

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as Private Motor)

You will need to pay an inexperienced driver Excess shown in Your Schedule 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.

**e) Tipping Excess**

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as Farm Motor).

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%.

**f) Driver Excess**

(Applicable only when the usage of Your Vehicle is shown in Section Four – Motor Vehicles of Your Schedule as Private Motor)

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

**When You do not have to pay an Excess**

You will not have to pay any Excess 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, and for both a) and b) above providing there was another at fault vehicle involved, and You supply Us with:
  - (i) the name, address and licence number of the responsible party; and
  - (ii) the registration number of the other vehicle(s) involved in the accident.

Nor will You have to pay any age (young driver), undeclared young driver, inexperienced driver, or 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.

**2. No claim bonus**

Your no claim bonus entitlement will not be affected 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, and You supply Us with:



- (i) the name, address and licence number of the responsible party; and
  - (ii) the registration plate number of the other vehicle(s) involved in the accident;
- c) Your claim relates to the cost of repairing or replacing the windscreen or window glass in Your Vehicle if it is accidentally broken.

### 3. Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an accident.

### 4. Choice of repairer

Allianz can assist You in selecting a suitable repairer to repair the damage to Your Vehicle; however You also have the right to choose Your own repairer. In both instances We will work closely with the repairer to strive to achieve the best repair outcome for You however We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant Policy limits) to:

- a) authorise the repairs at Your repairer of choice;
- b) pay You the reasonable cost of repairing Your Vehicle; or
- c) move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your Vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your Policy.

### 5. Authorising repairs

- a) Where You have Comprehensive cover You may only authorise emergency repairs as described on page 62 under "Emergency repairs". You cannot authorise further repairs to Your Vehicle without Our prior consent.
- b) Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. A motor vehicle assessor will make the necessary arrangements with You.

### 6. 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.

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.

### 7. 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.

### 8. Guarantee and warranty

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

### 9. Salvage of vehicle when it is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or the Sum Insured for Your Vehicle:

- a) the wreckage of Your Vehicle will become Our property; and
- b) We will keep the proceeds of any salvage sale.

### 10. Payment of unpaid premium when Your vehicle is a Total Loss

If Your Vehicle is a Total Loss and We agree to pay the Market Value or the Sum Insured for Your Vehicle:

- a) the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and
- b) if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

### 11. No return of premium after a Total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or the Sum Insured for Your Vehicle, no return of premium will be made for any unused portion of the premium.

# Section Five – Personal Accident and Sickness

## The cover

We will pay You Compensation in accordance with the “How We will settle Your Personal Accident and Sickness claim” on the happening of a Defined Event to an Insured Person.

## Definitions applicable to Section Five

Some of the words in Section Five have special meanings. The following words and their meanings wherever they appear in Section Five are defined as below and will apply to the Cover under Section Five.

**“Accident”** means any unexpected or unforeseen incident.

**“Average Weekly Income”**

- a) for a wage earning or salaried Insured Person means the average gross weekly income excluding overtime, bonuses, commission and any other allowances or payments; or
- b) for a self-employed Insured Person means the average gross weekly income derived by personal exertion after the deduction of all expenses necessarily incurred in earning an income;

earned during the 12 months immediately preceding any Injury or Sickness for which a claim is made. If the Insured Person has derived an income as defined above for less than 12 months, the Average Weekly Income will be calculated over such shorter period.

**“Benefit Period”** means the number of weeks shown in Your Schedule.

**“Capital Sum Insured”** means the sum shown in Your Schedule.

**“Compensation”** means the percentage of the Capital Sum Insured shown against the Defined Events or the Weekly Benefit shown in Your Schedule.

**“Death”** means cessation of all vital functions.

**“Defined Event”** means those events occasioned by Injury or Sickness and listed under the heading “Defined Events”.

**“Excess Period”** means the period shown in Your Schedule or, if no Excess Period is shown in Your Schedule, 14 days, commencing from the first date of disablement of the Insured Person and is the period of either Temporary Total Disablement or Temporary Partial Disablement during which We will not pay Compensation.

**“Existing Medical Condition”** means:

- a) any physical defect, condition, Sickness or disease suffered by the Insured Person for which treatment, medication or advice (including investigations) has been received or prescribed by a medical or dental adviser in the 90 days prior to the issue of this Policy Section Five; or
- b) any chronic or ongoing (whether chronic or otherwise) medical or dental condition, Sickness or disease medically documented prior to the relevant Insured Person being included under this cover.

**“Injury”** means bodily injury caused solely and directly by accidental, violent, external and visible means, including exposure to the elements caused by them which first occurs during the Period of Insurance and does not include a Sickness.

**“Insured Person”** means the person or people shown in Your Schedule as the Insured Person.

**“Insured Person’s Occupation”** means the Insured Person’s usual occupation or profession that they perform on Your behalf in relation to Your Farming Business immediately prior to an Injury or Sickness.

**“Limb”** means an arm, a leg, the whole of a hand commencing at the wrist or the whole of a foot commencing at the ankle.

**“Loss”** means loss by physical severance or total and irrecoverable Permanent loss of use.

**“Partial Disablement”** means disablement that prevents the Insured Person from substantially attending to the Insured Person’s Occupation as certified by a legally qualified medical practitioner.

**“Permanent”** means lasting in excess of 12 calendar months from the commencement of Total Disablement and at the end of that period being considered unlikely to improve and will continue for an indefinite period.

**“Sickness”** means illness and/or disease first contracted and commencing during the Period of Insurance that results, solely and directly and independently of any other cause, in Total Disablement, but does not mean illness and/or disease contracted and commencing during the first 28 days after the first effective date of this Policy Section Five.

**“Sum Insured”** means the maximum amount of Compensation that We will pay being either the Capital Sum Insured and/or the Weekly Benefit as the case may be, arising out of any one Injury by Accident or Sickness in respect of a Defined Event.

**“Temporary”** means not Permanent.

**“Total Disablement”** means disablement that entirely prevents the Insured Person from carrying out the normal duties of the Insured Person’s Occupation, as certified by a legally qualified medical practitioner. The ability to only perform intellectual and/or supervisory duties not of a physical nature will constitute Total Disablement

**“Weekly Benefit”** means the weekly amount shown in Your Schedule.

## Defined Events

### A. Injury by Accident causing

The Events	The Compensation
1. Death	100.0%
2. Permanent Total Disablement	100.0%
3. Permanent and incurable paralysis of all Limbs	100.0%
4. Permanent total loss of sight of both eyes	100.0%
5. Permanent total loss of sight of one eye	100.0%
6. Permanent total loss of use of two Limbs	100.0%
7. Permanent total loss of use of one Limb	100.0%
8. Permanent and incurable major brain damage	100.0%
9. Permanent total loss of hearing in:	
a) both ears	100.0%
b) one ear	25.0%
10. Permanent total loss of the lens of one or both eyes	60.0%
11. Permanent total loss of use of four fingers and thumb of either hand	75.0%
12. Permanent total loss of use of four fingers of either hand	50.0%
13. Permanent total loss of use of one thumb of either hand:	
a) both joints	35.0%
b) one joint	20.0%
14. Permanent total loss of use of any finger of either hand:	
a) three joints	12.5%
b) two joints	10.0%
c) one joint	7.5%
15. Permanent total loss of use of toes of either foot:	
a) all – one foot	15.0%
b) great – both joints	7.5%
c) great – one joint	5.0%
d) other than great, each toe	2.5%

The Events	The Compensation
16. Permanent total loss of speech	75.0%
17. Fractured leg or patella with established non-union	10.0%
18. Shortening of leg by at least 5cm	7.5%
19. Permanent disfigurement from burns:	
a) to more than 50% of the surface area of the head and neck	30.0%
b) to more than 50% of the surface area of the remainder of the body	20.0%
20. Permanent and total loss of the use of some part of the body not described in Events 2–19.	
An amount that We believe is appropriate for the Injury, taking account of the benefits We pay in Events 2–19 but no more than 100%	
21. Temporary Total Disablement	
The Weekly Benefit shown in the Schedule or Average Weekly Income, whichever is the lesser.	
22. Temporary Partial Disablement	
25% of the compensation shown under Event 21.	

### B. Where cover for Sickness is stated in Your Schedule:

23. Temporary Total Disablement	
The Weekly by Sickness Benefit shown in the Schedule or Average Weekly Income, whichever is the lesser.	

## How We will settle Your Personal Accident and Sickness claim

We will pay Compensation under Section Five for the happening of a Defined Event to an Insured Person as follows:

- For Defined Events 1 to 20, the Compensation percentage of the Capital Sum Insured shown against the Defined Events, provided that:
  - the aggregate total of all payments under Defined Events 1 to 20 inclusive will not exceed 100% of the Capital Sum Insured shown in Your Schedule in any one Period of Insurance;
  - any Compensation paid or payable for Defined Events 1 to 20 will be reduced by any sum already paid for Defined Event 21 and/or 22 in respect of the same Injury;
  - if there is no Capital Sum Insured under Section Five, no amount will be payable for these Defined Events.

2. For Defined Events 21 and 23, We will pay the Weekly Benefit shown in Your Schedule and for Defined Event 22, We will pay the percentage of the Weekly Benefit shown in Your Schedule, provided that:
  - a) We will not pay for more than one of these Defined Events at the same time;
  - b) We will not make payment for longer in aggregate than the number of weeks of the Benefit Period for any one Injury by Accident or Sickness giving rise to a claim; and
  - c) the Compensation payable to You under Defined Events 21 or 23 will be limited to the:
    - (i) Weekly Benefit; or
    - (ii) the national average wage of a farm labourer plus 25%;
 whichever is the lesser.

If the Insured Person is entitled to receive benefits under any Workers' Compensation or similar legislation or other policy of insurance, then the Compensation payable for Defined Events 21, 22 or 23 will be reduced by the amount necessary to limit the total of all such payments and/or Compensation to the amount of the Insured Person's Average Weekly Income or Weekly Benefit shown in Your Schedule, whichever is the lesser.

3. After the occurrence of any one of Defined Events 2 to 8 and 9a) there will be no further liability under Section Five in respect of the Insured Person for Injury by Accident sustained after that time.
4. If the Insured Person suffers a recurrence of an Injury or Sickness for which payment has been made under any of Defined Events 20, 21 or 22 the recurrence will be deemed to be a continuation of the original Benefit Period, provided: if the Insured Person has performed their normal duties of the Insured Person's Occupation for at least six consecutive months between the commencement of the original Defined Event and the recurrence of the Defined Event this will not apply and will be considered to be a new Defined Event to which an Excess Period will apply.
5. No Compensation is payable under Section Five unless the Defined Event occurs within 12 calendar months of the date of the Injury.

### Excess Period

We will not pay Compensation for the Excess Period shown in Your Schedule for Section Five.

## Other benefits We will pay under Section Five

The insurance provided by Section Five also includes the following additional benefits:

### 1. Exposure

If because of an Injury covered under Section Five the Insured Person is exposed to the elements and as a result of such exposure suffers from a Defined Event for which Compensation is payable, Compensation will be payable for that Defined Event under the terms of Section Five.

### 2. Disappearance

If an Insured Person is travelling in a conveyance that disappears, sinks or is wrecked and the body of the Insured Person has not been found within one year of that date, it will be presumed that the Insured Person suffered Injury by Accident causing Death at the time of such disappearance, sinking or wrecking, provided that the circumstances do not fall within any exclusion contained in Section Five.

However, if the Insured Person is later found alive, You must repay any Compensation We paid to You.

### 3. Funeral expenses

If We agree to pay Compensation for – Defined Event [A] 1. Death – We will also pay to the estate of the Insured Person the costs reasonably and necessarily incurred for funeral or cremation expenses, including the costs of returning the remains of the Insured Person to their normal place of residence, to an amount not exceeding \$5,000 in total.

### 4. Hijack

We will pay Compensation in respect of the happening of a Defined Event to the Insured Person that occurs as a direct result of the unlawful seizure or wrongful exercise of control of a conveyance.

### 5. Rehabilitation

If the Insured Person suffers Total Disablement for a period in excess of 26 consecutive weeks as a result of Injury by Accident We will pay from the 27th week of such Total Disablement a rehabilitation benefit equal to 50% of the Compensation shown in respect of Defined Event 21 but only:

- a) if the Insured Person actively and fully participates in a rehabilitation program that is recognised and sponsored by any Federal or State Government or, if the program is not so recognised and sponsored, one that is first approved by Us in writing;
- b) if there is continuing entitlement to receive Compensation under Defined Event 21;
- c) for the remainder of the period of Total Disablement or 52 Weeks, whichever is the lesser; and
- d) if the Insured Person is not entitled to recover the costs of such rehabilitation by virtue of any government allowance, benefit or assistance, or any other form of insurance or Workers' Compensation.

Any such payment will be made to the approved rehabilitation centre.

## 6. Indexation of compensation

Where a Weekly Benefit is shown in Your Schedule in respect of Defined Events 21, 22 and 23, this Weekly Benefit will be increased during each period of such Temporary Partial Disablement or Temporary Total Disablement as

the case may be at 3 monthly intervals from the date of the first payment, provided that the period of disablement is uninterrupted and has continued for a period in excess of 3 calendar months.

The increase will be the lesser of:

- a) 2%; or
- b) the percentage increase, if any, by which the index figure of the Australian Consumer Price Index last published by the Australian Bureau of Statistics exceeds the index figure published in the previous quarter.

If the Consumer Price Index movement is negative, there will be no increase to the Weekly Benefit.

## 7. Accommodation costs

If the Insured Person is hospitalised more than 200 kilometres away from the Situation due to an insured event, We will pay the reasonable transportation and accommodation costs within Australia for two family members to be with the hospitalised person. The maximum We will pay is \$2,500 for the transportation and accommodation costs and up to a maximum period of 14 days.

## 8. Totally disabled spouse

If the spouse of the Insured Person suffers an injury that prevents them from totally carrying out their normal duties, We will pay up to 25% of the Weekly Benefit for the period that the spouse is so disabled, up to a maximum of \$2,000.

We will not pay any amount if the spouse is in receipt of a benefit under this Section 5.

## 9. Home or vehicle modification

If We agree to accept the Insured Person for the cover You have selected as shown in Your Schedule, and the Insured Person is:

- a) totally and permanently unable to engage in or attend to a profession, business or occupation; or
- b) suffers permanent and incurable quadriplegia, paraplegia or paralysis of all limbs;

We will pay up to \$15,000 towards the reasonable costs incurred to modify the motor vehicle that the Insured Person usually drives or the reasonable costs incurred to modify the Building (as defined in Section 1 – Home Property regardless of whether Section 1 is insured under this Policy or not) in which the Insured Person permanently resides, to accommodate the physical condition resulting from the accident or illness.

We only pay this additional cover if We have approved the cost before it is incurred.

## Specific option available under Section Five

The following optional benefit is covered when it is shown as covered in Your Schedule:

### Guaranteed Renewable

For the Guaranteed Period shown in Your Schedule We guarantee:

- a) Provided that you renew your policy and on renewal you are covered for one or more of Sections Two or Three or Sections Six to Thirteen. We will offer You the option to renew Section Five in accordance with the cover provided in the Section Five and up to Sums Insured You selected at the commencement of the Guarantee Period and which are shown in Your Schedule.
- b) We will not increase Your premiums based on the number of claims We pay You, We will only increase Your premiums if:
  - (i) there is an increase in Our premium rate for all people working in the same occupation as the Insured Person; or
  - (ii) if the Insured Person's Occupation changes to one for which higher premiums apply; or
  - (iii) there is an increase in government charges on disability policies.
- c) We will not apply any new restrictions because of:
  - (i) the number of claims We pay You; or
  - (ii) any change in the Insured Person's Occupation, unless the new occupation is unacceptable for all people working in the same occupation as the Insured Person; or
  - (iii) there is a change in the Insured Person's health. Any restrictions which applied at the start of the Guarantee Period will continue to apply during the whole Guarantee Period.

This option is not available after the expiry date of the Period of Insurance in which the Insured Person reaches the age of 45 years.

## When We will not pay a claim under Section Five

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

## 1. Age

We will not pay any claim for Sickness sustained or suffered after the expiry date of the Period of Insurance in which the Insured Person reaches the age of 60 years.

We will not pay for Death or Injury sustained or suffered after the expiry date of the Period of Insurance in which the Insured Person reaches the age of 60 years unless We agree in writing, but in no case after age 65.

We will not pay for Death, Injury or Sickness.

## 2. AIDS or HIV

if the Insured Person's disability is directly or indirectly caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) or by any Sickness arising from or related to AIDS or HIV and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the Period of Insurance.

## 3. Air travel

arising out of participation in any aerial flight or activity except where:

- a) the Insured Person is a passenger in an aircraft other than a balloon, helicopter or ultra light and/or any aircraft while crop dusting; and
- b) the aircraft is authorised to fly under legislation that relates to the safety of aircraft.

## 4. Diseases

arising directly or indirectly from sexually transmitted disease, drug related disease or disease acquired directly or indirectly from the administration of any drug, where the drug is not administered or supervised by a registered medical practitioner.

## 5. Existing Medical Condition

arising directly or indirectly from or in any way connected with any Existing Medical Condition the Insured Person has. This restriction of cover will not apply to any Existing Medical Condition where We have agreed in writing to accept the additional risk and You have paid the required extra premium.

If an Injury by Accident or Sickness is aggravated or affected by any Existing Medical Condition that the Insured Person suffered from before the Injury by Accident or Sickness occurred, the amount of any Compensation payable will be the amount that would have been payable if the extent of the Injury or Sickness had not been aggravated or affected by the Existing Medical Condition.

## 6. Alcohol and drugs

arising directly or indirectly from or in any way connected with the Insured Person being rendered less capable than usual of taking care of them self due to intoxicating liquor, narcotics or drugs (other than a drug taken or administered

by or following the advice of a duly qualified medical practitioner).

## 7. Mental condition

arising directly or indirectly from or in any way connected with the Insured Person being rendered less capable than usual of taking care of them self due to mental unsoundness, including any psychological, psychiatric or stress disorder, other than from a condition which was not diagnosed before the beginning of the Period of Insurance.

## 8. Occupations/Sports

arising directly or indirectly from or in any way connected with the Insured Person:

- a) engaging in or taking part in naval, military or air force service or operations;
- b) engaging in professional sports of any kind, driving or riding in any kind of race, any form of competitive organised football, diving when using breathing apparatus, rock fishing, parachute jumping or hang gliding;
- c) engaging in motor cycling, other than motor cycling at the Situation on Farming Business.

## 9. Pregnancy

arising directly or indirectly from or in any way connected with pregnancy, childbirth or any related complications.

## 10. Suicide/Self injury

arising directly or indirectly from or in any way connected with the Insured Person's suicide or attempted suicide or intentional self injury.

## 11. Health insurance

We will not pay for any sickness, injury or event to the extent that such payment would result in a breach of the provisions of the Health Insurance Act or the Private Health Insurance Act.

## Specific conditions of cover applicable to Section Five

There are other conditions of cover in this Policy, which may apply to Section Five. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 12 to 16.

The following conditions apply to Section Five:

### 1. Change of occupation/change in health/ other insurance

You must give Us immediate written notice:

- a) if there is a change in the Insured Person's Occupation involving a greater risk of a claim being made. Cover will not continue from the time of a change in the Insured Person's Occupation unless We have agreed in writing and You have agreed to pay any additional premium We may require;

- b) of any accident, disability and/or sickness or like insurance held with any other insurer covering the Insured Person;
- c) if You become aware that the Insured Person has become affected by any disease or physical defect or infirmity or Sickness or Injury, You must advise Us about it, in writing, before the next renewal and each subsequent renewal of Section Five following the Insured Person becoming so affected.

## 2. Physical examination

In the event of a claim being made under Section Five, the Insured Person must undertake at Our expense such medical examination(s) as We may reasonably require. We may arrange an autopsy or postmortem examination if thought necessary by Us provided that We are not precluded from doing so by law.

## 3. Medical treatment

On the occurrence of any Injury by Accident or Sickness the Insured Person must undertake and follow treatment from a legally qualified medical practitioner as soon as possible.

## 4. Cancellation

In the event that You have made a claim under a Defined Event and We have agreed to pay the Sum Insured for that Defined Event no return of premium will be due or payable if you decide to cancel the Policy.

# Section Six – Land Transit

## The cover

We will cover You 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 Defined Events listed below which occurs during the Period of Insurance.

Defined 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.

The maximum amount We will pay for a claim under Section Six is:

- a) for Livestock, the market value subject to a maximum of \$5,000 for any one animal; and
- b) for all other Farm Goods, the Sum Insured shown in Your Schedule.

## Definitions applicable to Section Six

Some of the words in Section Six have special meanings wherever they appear. These words and their meanings wherever they appear in Section Six are defined as below and will apply to the Cover under Section Six.

**“Conveying Vehicle”** means any road transport used to transport the Farm Goods and/or Livestock.

**“Farm Goods”** means farm produce, hay or grain, wool and farm machinery, plant and equipment of every description and farm supplies to be used in Your Farming Business that You own or for which You are legally responsible, but excluding household furniture or personal items.

**“Livestock”** means the same as defined in Section Two – 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.

## How We will settle Your Land Transit claim 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.

### Livestock

At Our discretion, We will:

- a) pay You the market value of Livestock that was lost or stolen; or
- b) pay You the Sum Insured shown in Your Schedule for Livestock;

The amount We will pay for Livestock will not exceed \$1,500 for any animal.

### Excess

The amount You must pay towards the cost of a claim if you make a claim under Section Six of Your Policy and which is shown in Your Schedule as the Excess.

## Other benefits We will pay under Section Six

### 1. Costs of hiring replacement Goods

If We agree to pay a claim under Section Six, We will also pay the reasonable and necessary costs You incur in hiring replacement Farm Goods for Your Farming Business.

The maximum We will pay for hiring replacement goods for Your Farming Business during any one Period of Insurance is \$2,000.

### 2. Livestock

If We agree to pay a claim for Livestock under Section Six, We will also pay:

- a) for the reasonable and necessary costs You incur in destroying the Livestock for humane reasons;
- b) for the reasonable and necessary costs You incur in the disposal of any carcasses of Livestock or in the delivery of veterinary care or supplies for Livestock.

### 3. Loading and unloading

We will cover You for loss of or damage to Your Farm Goods and/or Livestock during the Loading and Unloading of the Conveying Vehicle.

### 4. Incidental storage

If incidental storage of the Livestock and Farm Goods is required during transit, We will cover You against physical loss or damage caused by a Defined Event under this Section Six, subject to a maximum of \$2,000 in any one Period of Insurance.

### 5. Removal of debris

We will also pay the cost of removing, cleaning or disposing of Your Farm Goods lost or damaged by a Defined Event under this Section Six, subject to a maximum of \$2,000 in any one Period of Insurance.

## When We will not pay a claim under Section Six

There are other exclusions in this Policy which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

We will not pay Your claim if at the time of the Defined Event which results in the claim, the conveying vehicle was:

### 1. Unsafe vehicle

being used in an unsafe or unroadworthy condition.

We will not refuse Your claim if You can prove that the loss or damage was not caused or contributed to by the unsafe or unroadworthy condition of the vehicle.

### 2. Driver under the influence

being 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.

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

### 3. Not secure

not securely locked when left unattended.

### 4. Overloaded vehicle

being used to carry or tow a load greater than that for which Your vehicle was designed.

We will not refuse Your claim if You can prove that the loss, damage or liability was not caused or contributed to by the overloading.



## 5. Unlicensed driver

being driven by You, or any other person, who was not licensed to drive the vehicle.

We will not refuse Your claim if You can prove that You did not know that the driver was unlicensed.

We will not pay for:

## 6. Theft

loss or damage caused by Theft unless there is visible evidence of forcible entry to the conveying vehicle or the premises in which the vehicle is housed.

## 7. Household goods, household furniture or personal effects

loss or damage to household goods, household furniture or personal effects.

## 8. Farm Goods covered under another Section

any Farm Goods which are covered under any other section of the Policy for the relevant loss or damage.

## 9. Unexplained shortage or disappearance

any unexplained shortage or disappearance.

## 10. Goods carried for payment or reward

goods carried by You for payment or reward.

## Making a claim under Section Six

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 14 and 15.

# Section Seven – Pleasure Craft

## The cover

The following covers are provided under Section Seven:

- a) Cover for accidental damage to Your Craft; and
- b) Cover for death or injury to other people or damage to their property (legal liability).

## Definitions applicable to Section Seven

Some of the words in Section Seven have special meanings wherever they appear. These following words and their meanings wherever they appear in Section Seven are defined as below and will apply to the Cover under Section Seven.

**"Australian Coastal Waters"** means all inland waters, harbours, estuaries and waters within 50 kilometres from the coast of Australia.

**"Constructive Total Loss"** means that:

- a) Your Craft is reasonably abandoned due to its total loss appearing to be unavoidable; or
- b) the cost of saving Your Craft from total loss would exceed the value for which it is insured.

**"Craft"** means the pleasure craft including its Hull, motor(s), Sails, Masts and Spars, Equipment and Accessories, dinghy and trailer, shown as covered on Your Schedule.

**"Dinghy"** means an auxiliary boat or tender (including motor) which is carried on deck or towed behind Your Boat and is used as a lifeboat or means of transportation to Your Boat, excluding personal watercraft.

**"Equipment and Accessories"** means anchors, oars, paddles, boat and motor covers, detachable canopies, seat-cushions, lifebuoys, life jackets, fire extinguishers, extra fuel containers, lights, storage batteries, horns, bilge pumps, cooking stoves, chairs, remote motor controls, steering equipment, extra propellers, equipment for towing water skiers, ship-to-shore radio equipment, depth sounders and such other property as would normally be sold with Your Craft.

**"Hull"** includes the rudder, tiller and any other steering gear, and any fuel tanks which are part of the hull.

**"Private Use"** means the use of Your Craft for social, domestic and pleasure purposes including voluntary sea rescue work, testing or demonstration purposes.

**"Sails, Masts and Spars"** include the Craft's rigging.

**"Substitute Craft"** means a similar craft to Your Craft used for Your Private Use when Your Craft is not usable.

The Substitute Craft must comply with all licensing and registration requirements of the maritime authority in Your State or Territory.

## Cover for accidental loss or damage to Your Craft

We will cover You for loss (including Theft) or damage to Your Craft caused by an accident which occurs during the Period of Insurance, while Your Craft is ashore within Australia (including in transit by road and/or by rail) or while Your Craft is afloat on Australian Coastal Waters.

At Our discretion We will:

- a) repair, reinstate or replace Your Craft; or
- b) pay You the reasonable cost of repairing or replacing Your Craft; or
- c) pay You up to the Sum Insured shown in Your Schedule.

We will adjust Your claims payment in accordance with the GST provision noted under "General Conditions – applicable to all Sections of this Policy", "GST notice" on page 15.

Your Schedule will show the separate Sums Insured for the Craft's:

- a) Hull;
- b) motor(s);
- c) Sails, Masts and Spars;
- d) Equipment and Accessories; and e) trailer;
- f) Dinghy.

## Cover for death or injury to other people or damage to their property (legal liability)

We will cover Your legal liability to pay compensation for:

- a) accidental death of, or accidental bodily injury to, any person;
- b) accidental loss and/or damage to other people's property;
- c) the cost of the actual raising, removal or destruction of the wreck of Your Craft or any attempt to do so;
- d) any neglect or failure to remove or destroy the wreck of Your Craft;

caused by the use and/or ownership of Your Craft during the Period of Insurance.

We will also cover the legal liability of any person navigating, acting as an observer, using or in charge of Your Craft with Your permission, if that person complies with and is subject to the terms of Section Seven as though that person was You.

We will not cover the legal liability of any person navigating, acting as an observer, using or in charge of Your Craft with Your permission, if that person's legal liability arises out of them operating or being employed by an operator of a:

- a) marina, shipyard, repair yard or slipway; or
- b) yacht club, sales agency or similar organisation. You are covered up to the Limit of Liability shown in Your Schedule.

We will not cover legal liability when:

- a) You are liable because of the terms of an agreement You have entered into (unless You would have been liable if the agreement did not exist);
- b) insurance for the liability is required to be taken out as a legal requirement;
- c) any claims are made against You under any statute or common law for death or bodily injury sustained by workmen or any other persons employed by You, or by any person covered under Section Seven, arising out of the use and/or ownership of Your Craft;
- d) the insured Craft is on a trailer attached to a motor vehicle;
- e) the insured Craft is towing persons engaged in water skiing or aquaplaning unless Your Schedule shows that You have selected the option "Legal liability to and of water skiers" described on page 81;
- f) it arises from pollution or contamination or from anticipation of pollution or contamination occurring, by any substance whatsoever;
- g) You are covered for this liability under any other Section of this Policy.

## No cover for legal liability after a total loss

On the date We confirm that We will pay Your claim for the total loss of Your Craft, all legal liability cover for that Craft will cease and We will not have any liability to make any other payment.

## Other benefits We will pay under Section Seven

### 1. Substitute Craft

We will cover Your legal liability while using a Substitute Craft provided that:

- a) the Substitute Craft is not owned by You;
- b) Your own Craft is not used or usable during the period of substitution;
- c) the period of substitution does not exceed seven days at a time.

We will not cover:

- a) Your legal liability when We have already accepted a claim for the total loss of Your Craft; or
- b) accidental loss or damage to the Substitute Craft.

## 2. Legal costs

Provided We agree in writing, We will pay for all legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered under Section Seven. We will not pay for any legal costs and expenses relating to any criminal, maritime or traffic proceedings.

## 3. Costs incurred in attempting to avoid or minimise loss

We will pay for the reasonable costs of attempting to avoid or minimise loss or damage to Your Craft if the loss or damage would have been covered under Section Seven. We will pay up to the amount of the loss prevented or the total Sum Insured shown in Your Schedule, whichever is the lesser. Any such amount We pay will be in addition to any claim for total or constructive total loss.

## 4. Salvage charges

We will pay the reasonable costs which You become legally liable for in respect of salvage charges and the costs of preventing loss or damage to Your Craft which is covered under Section Seven. We will not pay more than the total Sum Insured for the Craft shown in Your Schedule for any one incident including these charges.

Any such amount We pay will be in addition to any claim for total or constructive loss.

## 5. General average

We will pay Your contribution for any general average and salvage charges less the Excess shown in Your Schedule if Your Craft is being transported by vehicular ferry within Australia.

## 6. Personal effects and clothing

We will pay for personal effects and clothing belonging to You, Your spouse or dependent children, if they are lost or damaged while on board Your Craft up to \$200 any one item, subject to a maximum amount of \$1,500 for all items. Any such amount We pay will be in addition to the Sum Insured.

The Excess shown in Your Schedule will apply if the only loss or damage being claimed is for personal effects or clothing.

## 7. Compensation for death

We will pay \$10,000 to Your dependants if You die as the result of an accident involving Your Craft when it is afloat. Any such amount We pay will be in addition to the Sum Insured. We will only pay if Your death occurs within 9 months of the accident.

## Specific options available under Section Seven

### 1. Sailing Craft racing or trialling – lost or damaged Sails, Masts and Spars

When Your Schedule shows that You have this option, We will pay up to 75% of the cost of replacing or repairing lost or damaged Sails, Masts and Spars and rigging during periods when Your Craft is participating in an organised race.

The maximum amount We will pay under this option for any one incident is the Sum Insured shown in Your Schedule for Sails, Masts and Spars.

No Excess will apply to this option.

### 2. Legal liability to and of water skiers

When Your Schedule shows that You have this option, We will extend Your legal liability cover to include You or any person using Your Craft with Your permission, or any person engaged in water skiing and/or aquaplaning activities while being towed by the Craft for:

- a) death of or bodily injury to a water skier being towed by Your Craft;
- b) death of or bodily injury to any person caused by a water skier who is being towed by Your Craft;
- c) damage to another person's property caused by a water skier who is being towed by Your Craft.

Cover will not be provided under this option unless a person is on board Your Craft competently observing the water skiing and/or aquaplaning activities in addition to the person in control of Your Craft at the time of any incident giving rise to a claim under this option.

You are covered up to the Limit of Liability shown in Your Schedule.

## When We will not pay a claim under Section Seven

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

We will not pay Your claim if, at the time of any loss, damage or liability which results in a claim, Your Craft or a Substitute Craft, was:

### 1. Unlicensed driver

being towed, driven, or was in the control of, any person, including You, who was not licensed to drive or navigate the towing vehicle or Craft. We will not refuse Your claim if the driver was not named on Your Schedule and You can prove that You did not know that the driver was unlicensed.

## 2. Driver under the influence

being towed, driven or navigated by any person, including You:

- a) whose faculties were impaired by any drug or intoxicating liquor;
- b) who, as a result of the accident, is convicted of being in charge of the Craft 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 or any authorised maritime authority.

We will not refuse Your claim if You can prove that you did not know that the driver of the towing vehicle or the pleasure Craft was affected by alcohol or any drug.

## 3. Overloaded Craft

being used to:

- a) carry a greater number of passengers; or
- b) carry a load or tow a Craft or vessel of greater load; than that for which Your Craft was constructed.

We will not refuse Your claim if You can prove that the loss, damage or liability was not caused or contributed to by its greater load or number of passengers.

## 4. Unsafe Craft

being used in an unsafe, unroadworthy or unseaworthy condition.

We will not refuse Your claim if You can prove that the loss, damage or liability was not caused or contributed to by the unsafe, unroadworthy or unseaworthy condition of the Craft.

## 5. Hiring or chartering Your Craft

being let out on hire or on charter or was used for any purpose other than private pleasure purposes.

## 6. Racing, speed tests or trials

- a) a power Craft being used for racing, speed tests or trials;
- b) a sailing Craft being used for racing, speed tests or trials unless Your Schedule shows that the Policy option 1. "Sailing Craft racing or trialling – lost or damaged Sails, Masts and Spars" on page 81 has been selected.

## 7. Speed

being driven faster than the Craft's designed speed or is capable of a speed in excess of 50 knots.

We will not pay for:

## 8. Vermin

any loss or damage to Your Craft which is caused by vermin.

## 9. Loss of use

any loss of use of Your Craft.

## 10. Depreciation

depreciation, wear and tear to Your Craft.

## 11. Breakdown

mechanical or electrical breakdowns, failures or breakages to Your Craft.

## 12. Trailer tyres

damage to the trailer tyres caused by application of the brakes or by road punctures, cuts or bursts.

## 13. Safeguarding Craft

loss, damage or Theft to or from Your Craft after an accident unless You have taken all reasonable steps to protect or safeguard it, including taking immediate action to clean, oil and dry all electrical equipment after any submersion.

## 14. Repairs and maintenance

loss or damage caused by repairing, adjusting, servicing or maintaining the Craft. If fire breaks out as a result of such repairing, adjusting, servicing or maintaining We will pay only for the loss and damage caused by the fire.

## 15. Damage caused by the ordinary action of the wind and waves

- a) sails and protective covers split by the wind or blown away when set unless:
  - (i) the loss or damage is caused by the Craft being stranded, sunk by collision or by contact with any external substance other than Water;
  - (ii) the loss or damage is the result of damage to the spars to which the sails are bent; or
  - (iii) You have selected the Policy option "Sailing Craft racing or trialling – lost or damaged Sails, Masts and Spars" on page 81.
- b) loss or damage caused by the ordinary action of the wind and waves unless the loss or damage is caused by Your Craft being stranded, sunk, burnt by fire or in a collision with any external substance other than Water.

## 16. Miscellaneous equipment

loss or damage to moorings, fishing tackle, cameras or binoculars or any other items which are not shown in the list of Equipment and Accessories.

## 17. Family members

- a) death or bodily injury, except in those circumstances set out under "Compensation for death" on page 81; or
- b) damage to the property;

of You or any member of Your family who usually lives with You.

## 18. Partners

claims made against You by Your partners in ownership of the Craft.

## 19. Submersion of the Craft's motor(s)

loss or damage caused by the submersion of Your Craft's motor(s) unless You take action as soon as practicable to clean and oil it and to dry all electrical equipment. We will reimburse the reasonable cost of You doing this.

## 20. Renting a Craft

- a) any costs associated with the loan of a Craft; or
- b) the cost of renting a Craft.

## Specific condition of cover applicable to Section Seven

There are other conditions of cover in this Policy, which may apply to Section Seven. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 12 to 16.

### If You obtain another Craft or replace Your Craft

If You obtain another Craft either in addition to or as a replacement for, Your Craft, We will cover the additional or replacement Craft under the terms of this Policy from the date of purchase of the replacement Craft, provided that You give Us full written details of the additional or replacement Craft within 14 days from the date of purchase and pay any extra premium required.

Cover for loss or damage of the additional or replacement Craft is limited to the value proposed for insurance or \$30,000, whichever is the lesser.

## Making a claim under Section Seven

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 14 and 15.

### 1. Excess

You must pay an Excess of \$100 or 1% of the Total Sum Insured shown in Your Schedule, whichever is the greater, towards the cost of any claim if you make a claim under Your Policy with the exception of total loss or liability claims which will not be subject to any Excess.

### 2. Authorising repairs

You may authorise emergency repairs to prevent further damage to Your Craft. However, You cannot authorise further repairs to Your Craft without Our prior written consent.

Before We make a decision regarding Your claim and repairs to Your Craft, We may need to arrange for Your Craft to be inspected by a marine surveyor, who will be appointed by Us.

# Section Eight – Machinery Breakdown

## The cover

We will cover loss or damage to Your Property Insured caused by Breakdown which occurs during the Period of Insurance.

## What we insure

We offer two types of cover in in this Policy Section Eight. You can choose how to insure items under either the Blanket Machinery cover or the Specified Machinery cover. Your Schedule will show if You have Blanket Machinery cover, Specified Machinery cover, or both. However, in this Policy Section Eight the following conditions apply to the cover selected by You and which is shown in Your Policy Schedule.

There is no cover available under the Policy, at any time, for Property Insured and which does not satisfy the following conditions:

1. For Property Insured under the 'Blanket Machinery' cover, such cover is restricted to a limited range of eligible pumps and equipment in the smaller to mid-size range. We have identified these in the proposal form completed by You or on Your behalf.

You must:

- declare the total number of Property Insured items;
- present at the Situation;
- that fall within the range of eligible items for blanket cover, as indicated on the proposal the time of requesting insurance cover.

2. All other Property Insured which is not identified as an eligible item for blanket cover must be specified on the proposal completed by You or on Your behalf.

If these conditions are not satisfied then We will not provide any cover for Blanket Machinery or Specified Machinery.

## Definitions applicable to Section Eight

Some of the words in Section Eight have special meanings. The following words and their meanings wherever they appear in Section Eight are defined as below and will apply to the Cover under Section Eight.

**"Breakdown"** means unforeseen and sudden physical loss or damage to the Property Insured from any cause which is not excluded under Section Eight and which results in the Property Insured having to be repaired or replaced before it can be used again.

**"Property Insured"** means Milk Vats, electrical machinery, mechanical machinery, boilers and pressure vessels including electronic and other integral parts of the insured machinery. We will not cover:

- a) vehicles;
- b) lawn maintenance equipment;
- c) portable hand held tools;
- d) motors and pumps covered under Section One – Home Property;
- e) Wind Turbines.

**"Specified Machinery"** means machinery shown in Your Schedule as Specified Machinery.

**"Blanket Machinery"** means all the machinery at the Situation other than Specified Machinery and machinery items excluded under the definition of Property Insured in Section Eight up to the amount stated as the Limit Any One Loss Sum Insured shown in Your Schedule.

**"Milk Vat"** means a bulk milk tank used for the purposes of cooling and storing milk and includes all of the associated motors, compressors as well as milking machinery, milking pumps and motors for wash down and milk transport.

## How We will settle Your Machinery Breakdown claim

If We are liable to make a payment under Section Eight, We will at Our discretion pay:

- a) the reasonable costs of restoring the Property Insured to its former working order;
- b) the estimated cost that would have been incurred for necessary repairs to return the damaged Property Insured to its former state of serviceability;
- c) where the Property Insured is less than 5 years of age, replace or pay for the replacement of the Property Insured; or
- d) where the Property Insured is greater than 5 years of age, pay the actual value of the Property Insured immediately before the Breakdown, taking into account reasonable wear, tear and depreciation.

We will also pay:

- a) the costs of dismantling and re-erecting necessary to complete the repairs;
- b) ordinary express or air freight costs to and from a repair shop within the Commonwealth of Australia; and
- c) charges for overtime and work on public holidays limited to a maximum 25% of the Sum Insured for the item.

If You complete the repairs in Your own workshop, We will pay the reasonable cost of materials and wages as well as a reasonable allowance to cover Your overheads.

Where components or manufacturers' specifications are no longer available because Your Property Insured is obsolete, We will, at Our discretion pay:

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

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 for any item for Blanket Machinery, subject to the "Specific condition applicable to Section Eight 2. Under-insurance", for any one event We will adjust Your claims payment in accordance with the GST provision noted under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 15.

### Excess

Where the distance travelled by the repairer from their place of operation to the Situation is greater than 100 kilometres, the Excess applicable will be increased by the following amounts:

Repairer's travelling distance (one way) Excess

100 km – 250 km	\$150
250 km – 500 km	\$250
Over 500 km	\$350

## Other benefits We will pay under Section Eight

### 1. Hire of temporary equipment

We will pay for the hire of temporary replacement equipment pending repair of damage to Your Property Insured for which a Breakdown claim has been accepted under this Section.

The maximum amount We will pay is the lesser of 10% of the Sum Insured for Machinery Breakdown or \$10,000.

### 2. Temporary repairs

We will pay the reasonable costs incurred in making temporary repairs to the Property Insured for which a Breakdown claim has been accepted under Section Eight.

The maximum amount We will pay is the lesser of 10% of the Sum Insured for Machinery Breakdown or \$10,000.

### 3. Deterioration of milk in refrigerated vats

Where Your Schedule shows that You have cover for Vats, We will pay up to \$10,000 if any milk contained in refrigerated vats is lost or damaged due to Breakdown covered under Section Eight.

## Specific option available under Section Eight

Your Schedule will show if the following option applies.

### Deterioration of stock

We will cover You for deterioration of perishable stock which is Your own property or property for which You are legally liable, resulting from a change in temperature due to either:

- a) a Breakdown in refrigeration machinery for which a Breakdown claim has been accepted under Section Eight;
- b) operation 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;
- c) contamination of the stored perishable stock by the accidental escape of refrigerant into the cold chamber;
- d) sudden leakage of refrigerant from the refrigeration machinery or pipe systems forming part of the refrigeration machinery occurring during the Period of Insurance at the Situation;
- e) sudden and unforeseen failure of the public power supply;
- f) accidental failure of supply services which directly affects the refrigeration or freezer unit;
- g) a supply authority intentionally interfering with a public service but only to the extent that this is necessary to safeguard life or any part of the public supply and the supply authority's interference is not caused directly or indirectly by fire, Flood, Storm or any natural cause.

We will not pay for:

- a) damage caused by:
  - (i) shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction;
  - (ii) improper storage or stowage, collapse of packing material, deviations from designers' specifications or instructions;
- b) penalties for delay or detention;
- c) deterioration of stock contained in equipment which is not insured against Breakdown under Section Eight.

We will not pay more than the Sum Insured shown in Your Schedule for deterioration of stock under Section Eight.

An Excess of \$250 or 10% of the loss, whichever is the greater, applies to each claim.

## When We will not pay a claim under Section Eight

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

We will not pay for:

1. loss or damage to the Property Insured directly or indirectly caused by or arising out of or in consequence of:
  - a) fire, extinguishing a fire, demolition following a fire, smoke, soot, subterranean fire, lightning;
  - b) earthquake, subterranean fire, volcanic eruption, Tsunami, land slip, subsidence;
  - c) Storm and Water, Flood, inundation;
  - d) chemical explosion;
  - e) Water discharged or leaking from any pipe or Water system;
  - f) impact of vehicles, aircraft, drones, aerial devices, space debris, watercraft or hovercraft;
  - g) riot, strike, lockout, civil commotion;
  - h) Theft or attempted Theft, malicious acts; or
  - i) failure to fulfil all relevant provisions for installation and certification of the Property Insured or lack of maintenance;
2. loss of or damage to:
  - a) belts, ropes, wires, chains, rubber tyres;
  - b) dies or exchangeable tools, engraved cylinders;
  - c) objects made of glass or porcelain, ceramics;
  - d) refractory linings, felt sieves or fabrics;
  - e) jointings or packings (including lubrication, oil, fuel, catalysts or refrigerants) unless they are specifically mentioned as insured; or
  - f) 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; However this exclusion 2 (f) does not apply to computers and ancillary equipment which are an integrated part of a Milk Vat;
3. any:
  - a) wasting or wearing away or wearing out of any part of Property Insured caused by or naturally resulting from ordinary use or working;
  - b) gradual deterioration including erosion, rust, corrosion, boiler scale or oxidation (due to normal atmospheric conditions or otherwise);
  - c) damage due to pitting or scratching of painted or polished surfaces;
  - d) deterioration of expendable or consumable parts not specifically covered under Section Eight;
  - e) adjustment, cleaning or recharging of refrigeration or air conditioning equipment;
  - f) testing (involving imposition of abnormal conditions) intentional overloading or experiments of any kind; or
  - g) self propelled machinery, any vehicle or craft designed for use in or on Water or in the air including any accessories attached to them;
4. the cost of converting refrigeration and/ or air conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas;
5. the costs associated with the removal and subsequent installation of submersible pumps or well casings.

This exclusion 5 does not apply to submersible or bore pumps insured as Specified Machinery. The maximum We will pay to remove and reinstall submersible or bore pumps insured as Specified Machinery is \$2,000. We will only pay for Specified Machinery if the bore is fully lined;
6. the cost of any:
  - a) alterations, additions, improvements or overhauls; or
  - b) temporary repairs unless those temporary repairs form part of the final repairs and do not increase the final repair costs;
7. loss or damage to Property Insured for which successful initial commissioning has not been completed;
8. repairs or replacement of hired or loan plant unless the hired or loan plant is specified on Your Schedule;

## Specific conditions applicable to Section Eight

There are other conditions of cover in this Policy, which may apply to Section Eight. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 12 to 16.

### 1. Inspection

Our representatives will have the right to inspect and examine the Property Insured at any reasonable time.

### 2. Under-insurance

Where the cover is for Blanket Machinery, the number of machine items declared either:

- a) in the Proposal; or



- b) in a subsequent written declaration to Us; must be the actual total of the Property Insured items present at the Situation at the time of the declaration.

If at the time of the loss or damage it is found that the declared total number of Property Insured items is less than the total number present at the time of the declaration to Us, the amount payable by Us will be reduced in proportion to the number of machine items in the declaration.

### 3. Obsolete Property Insured

Where components or manufacturers' specifications are no longer available because Your Property Insured is obsolete, We will, at Our discretion pay:

- a) the cost which would have been incurred if the components or manufacturers' specifications had still been available; or
- b) the actual value of the item immediately before the loss occurred.

## Making a claim under Section Eight

Full details of what You must do when making a claim and what happens after You make a claim are described under the heading "Claims procedure" on pages 14 and 15.

1. Once You have notified Us that You intend to make a claim and We have confirmed cover You may commence necessary repairs to mitigate Your loss. You must keep any damaged or replaced parts for Our inspection.
2. We will not be liable to make any payment under Section Eight unless You have provided Us with all accounts, estimates, invoices, receipts and other documentation which We may reasonably require, which records that repairs have been effected or replacement has taken place, as the case may be.

# Section Nine – Computer/ Electronic Equipment Breakdown

## The cover

Under Section Nine, We will cover You for loss or damage to Your Property Insured for loss or damage caused by Breakdown occurring during the Period of Insurance.

Your Schedule will show if You have cover for loss or damage to Your Property Insured for loss or damage caused by Breakdown under Section Nine.

## Definitions applicable to Section Nine

**"Breakdown"** means a sudden and unforeseen mechanical, electrical or electronic malfunction or failure of the Property Insured which is or becomes apparent at the time it occurs and requires immediate repair or replacement to enable normal operation to continue.

**"Property Insured"** means any computer(s) and/or electronic equipment stated in Your Schedule.

## How We will settle Your Computer/ Electronic Equipment Breakdown claim

When the Property Insured is lost or damaged, We will settle Your claim in the following way.

1. 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 Property Insured is:
  - a) damaged beyond repair, We will replace the Property Insured with a new or equivalent makes and models;
  - b) 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.
2. 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 Property Insured is:
  - a) damaged beyond repair, We will replace the Property Insured with the nearest equivalent replacement based on the make, model and configuration of Your existing systems and programs;

- b) 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.

The maximum amount We will pay for any one claim under Section Nine including:

- a) the cost of dismantling, reassembly and removal of debris;
- b) charges for overtime and work on public holidays;
- c) freight within Australia including air freight by a scheduled service by any recognised airline:
- (i) is the Sum Insured shown in Your Schedule for the damaged Property Insured; or
- (ii) for Property Insured:
- 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
  - for items 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 noted under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 15.

## Specific option available under Section Nine

Your Schedule will show if the following option applies.

### Restoration of data

We will pay for the costs necessarily incurred in restoring data lost as a result of damage covered under Section Nine, to a condition equal to that which existed prior to the damage, including the cost of overtime.

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;
- b) for any loss or damage to records caused by access to Your Property Insured, 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;

- 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.

## When We will not pay a claim under Section Nine

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions – applicable to all Sections of this Policy" on pages 11 to 12.

We will not pay for:

1. damage to Property Insured outside the territorial limits of the Commonwealth of Australia.
2. damage caused by:
  - a) action of the sea, tidal wave or Flood;
  - b) Theft, other than Theft resulting from forcible entry evidenced by visible damage at the Situation;
  - c) faulty packing or storage or inherent defect;
  - d) wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws, normal upkeep or making good.
3. Damage caused to:
  - a) glass or items of a brittle nature;
  - b) mobile phones;
  - c) Property Insured in the open air caused by Storm, Rainwater or hail;
  - d) Property Insured should it be lost or damaged during use or recovery while in use underground, underwater or within inaccessible locations.
4. Breakdown caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment.
5. The cost of:
  - a) replacement of damaged, worn or spent batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements or electrical contacts;
  - b) replacement of component parts worn through normal use or operation, unless damaged because of loss or damage insured under Section Nine;
  - c) preventative maintenance work; alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;

- d) temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs.
- 6. Breakdown occurring to Property Insured during any period when it is out of Your possession on hire, rental, lease or loan unless specifically listed as covered in Your Schedule.
- 7. Breakdown which is covered under a service or warranty agreement except where the amount paid under such an agreement is less than the total cost of repair. In this event We will, subject to any exclusion and Excess which may apply, indemnify You for the difference.
- 8. Breakdown due to access by persons not authorised by You to Your computer systems and records.
- 9. Loss or damage that is covered by another Section of this Policy.

## Specific conditions of cover applicable to Section Nine

There are other conditions of cover in this Policy, which may apply to Section Nine. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 12 to 16.

All Property Insured shown in Your Schedule which is insured under Section Nine must be maintained and serviced in accordance with the manufacturer's specifications. We will not be liable to pay any claim if You do not comply with this condition.

## Making a claim under Section Nine

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 14 and 15.

# Section Ten – Theft

## The cover

We will cover You for Theft, as well as damage to the items set out below resulting from Theft (or attempted Theft) which occurs during the Period of Insurance:

- a) Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Fencing, Hay or Grain or Wool, only if these items are listed as specified property in Your Schedule under Section Two – Farm Property; and/or
- b) Money;

unless We state otherwise under the heading "When We will not pay a claim under Section Ten".

Your Schedule will show if You have cover for Theft under Section Ten.

## Definitions applicable to Section Ten

Some of the words in Section Ten have special meanings wherever they appear. The following words and their meanings wherever they appear in Section Ten are defined as below and will apply to the Cover under Section Ten.

"Farm Buildings", "Farm Contents", "Farm Machinery", "Farm Infrastructure and Improvements", "Fencing", "Hay" or "Grain", "Wool" mean the same as defined in Section Two – Farm Property.

"Money" means:

- a) currency, coins or bank notes and securities;
- b) negotiable and non-negotiable instruments;
- c) valuable documents and business records; which belong to You.

## How We will settle Your Theft claim

### Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Fencing, Hay or Grain and Wool

The amount We pay in any one Period of Insurance will not exceed the aggregate limit nominated You, subject to the following sub-limits:

- a) \$50,000 for any one item insured as Farm Machinery under Section Two – Farm Property and shown in Your Schedule;
- b) \$10,000 for any other item insured under Section Two – Farm Property as:
  - (i) Unspecified Farm Buildings;
  - (ii) Unspecified Farm Infrastructure and Improvements;
  - (iii) Unspecified Farm Machinery; or
  - (iv) Unspecified Farm Contents.

At Our discretion, We will:

- a) repair, replace or reinstate Your Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain or Wool; or
- b) pay You the reasonable cost of repairing or replacing Your Farm Buildings, Farm Contents, Farm Machinery, Hay or Grain or Wool; or
- c) pay You the Sum Insured for Theft under Section Ten shown in Your Schedule for Farm Buildings, Farm Contents, Farm Machinery, Hay or Grain or Wool;

whichever is the lesser.

## Money

At Our option, We will:

- a) pay You the value of Money that was lost or stolen; or
- b) pay You the Sum Insured shown in Your Schedule for Money.

We may adjust Your claims payment in accordance with the GST provision noted under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 15.

## Other benefits We will pay under Section Ten

### 1. Temporary repairs

If damage to Your Farm Buildings is caused by Theft or attempted Theft following forcible entry, We will reimburse You for the cost of temporary repairs.

The maximum amount We will pay for this benefit is \$5,000 in addition to the Sum Insured.

### 2. Stolen keys

If, as a result of Theft or attempted Theft, the keys for any lock at the Situation are stolen or there are reasonable grounds to believe the keys have been duplicated, We will pay for:

- a) the replacement of the lock(s) operated by the keys; and
- b) the cost of opening safes/strongrooms as a result of the keys being stolen.

## When We will not pay a claim under Section Ten

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

We will not pay for loss or damage caused by Theft or attempted Theft:

- a) from any unlocked and unattended motor vehicle:
  - (i) away from the Situation at the time of loss or damage; or
  - (ii) at the Situation and parked within 500 metres and in sight of a public road 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 the Situation;
- c) without tangible evidence or proof of loss;
- d) of Money that is not deposited at Your bank by the end of the next day of business after leaving the Situation;
- e) which is covered under another Section of Your Policy;
- f) to the extent permitted by law, if any loss or damage, in whole or in part, is covered under any other Policy entered into by the Insured;
- g) of Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain or Wool where the Situation has been unattended for more than 90 days;
- h) not discovered within a reasonable time period;
- i) of Money that is covered under Section One – Home Property;
- j) personal effects of any kind;
- k) growing or standing crops, trees or shrubs or other growing vegetation;
- l) livestock;
- m) household items, domestic furniture, fixtures and fittings; or
- n) caravans, trailers, pleasure crafts, aircraft or any of their accessories, equipment and/or spare parts.

## Making a claim under Section Ten

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 14 and 15.

## Excess

You must pay an Excess of \$150 towards each claim if you make a claim under Section Ten.

# Section Eleven

## – Miscellaneous

### Part A – Working Dogs

#### The cover

We will cover You for loss of or damage to Your Working Dog(s) caused by one or more of the Defined Events listed below that occurs during the Period of Insurance, unless We state differently under the heading “When We will not pay a claim under Part A of Section Eleven”.

Your Schedule will show if You have cover for Miscellaneous risk Part A, Part B or both under Section Eleven.

#### Definitions applicable to Section Eleven

Some of the words in Section Eleven have special meanings wherever they appear. These following words and their meanings wherever they appear in Section Eleven are defined as below and will apply to the Cover under Section Eleven.

“**Working Dog(s)**” means any dog shown in Your Schedule owned and used by You in connection with Your Farming Business.

“**Sickness**” means illness and/or disease which first manifests itself during the Period of Insurance resulting solely and directly and independently of any other cause whether of sudden or gradual development.

#### Defined Events applicable to Section Eleven

- a) death, following accident or Sickness;
- b) Theft;
- c) destruction or putting down of the Working Dog following veterinarian’s advice on humane grounds.

#### How We will settle Your Working Dogs claim

The maximum amount We will pay You is:

- a) the market value of the Working Dog at the time of the loss; or
- b) the Sum Insured for loss of or damage to Your Working Dog(s) shown in Your Schedule;

whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions – applicable to all Sections of this Policy”, “GST notice” on page 15.

### When We will not pay a claim under Part A of Section Eleven

There are other exclusions in this Policy, which may apply. These are described under the heading “General exclusions – applicable to all Sections of this Policy” on pages 11 to 12. Section Eleven of Your Policy does not cover:

- a) loss or death caused by pregnancy;
- b) loss from bleeding paws as a result of overwork which leads to inability to work;
- c) any Working Dog which is less than three months old or more than six years old;
- d) loss or death caused by Flood; or
- e) Theft without tangible evidence of and/or proof of loss. We will not cover You for loss or damage unless all Your Working Dogs are insured under this part of the Section Eleven. You must notify Us within 12 hours of the death of any insured working dog and must not dispose of the carcass until 24 hours after such notification (unless we agree to an earlier carcass disposal period).

#### Excess

You must pay an Excess of \$100 towards each claim if you make a claim under this part of Section Eleven.

### Part B – Frozen Embryos/Semen

#### The cover

We will cover Your Property Insured against accidental loss or damage which occurs during the Period of Insurance, unless We state otherwise under the heading “When We will not pay a claim under Part B of Section Eleven”.

Your Schedule will show if You have cover for miscellaneous risk Part A, Part B or both under Section Eleven.

#### Definitions applicable to Section Eleven

Some of the words in Section Eleven have special meanings wherever they appear. These following words and their meanings wherever they appear in Section Eleven are defined as below and will apply to the Cover under Section Eleven.

“**Property Insured**” means semen, harvested embryos and the container in which they are stored which are shown in Your Schedule.

“**Incorrect Storage**” means the Property Insured being stored contrary to any veterinarian’s advice, or other instructions or directions on the correct procedure for storage.

## How We will settle Your Frozen Embryos/Semen claim

The maximum amount We will pay for a claim under this part of the Section Eleven is the Sum Insured shown in Your Schedule.

We will not pay more than \$75 for any one straw or ampoule.

The maximum amount We will pay You is the Sum Insured shown in Your Schedule for Your Property Insured against accidental loss or damage under Part B Section Eleven.

We may adjust Your claims payment in accordance with the GST provision noted under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 15.

## When We will not pay a claim under Part B of Section Eleven

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 12.

We will not pay for loss or damage caused directly or indirectly by:

- a) lawful seizure of Your Property Insured;
- b) action of the sea, high water, tidal wave, or Flood;
- c) contamination or pollution, dampness of atmosphere or other gradual variations in temperature, evaporation, disease, inherent vice or latent defect;
- d) unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from You;
- e) Theft without tangible evidence and/or proof of loss;
- f) Incorrect Storage of any Property Insured;
- g) loss of viability of any ampoule or straw during the handling of individual ampoules or straws;
- h) rise in temperature due to the failure to arrange adequate supplies of liquid nitrogen (including the failure of Your supplier to provide the liquid nitrogen when required).

We will not pay for any:

- i) legal liability; or
- j) loss of contract or depreciation in value of stock.

## Excess

You must pay an Excess of \$100 towards each claim if you make a claim under this part of the Section Eleven.

# Section Twelve – Tax Audit

## The cover

We will insure You for the Professional Fees reasonably and necessarily incurred within the Commonwealth of Australia in connection with an Audit or investigation which commences during the Period of Insurance.

We will not pay You more than the amount shown in Your Schedule during any one Period of Insurance.

Your Schedule will show if You have cover for Professional Fees incurred for an Audit or Investigation under Section Twelve.

## Definitions applicable to Section Twelve

Some of the words in Section Twelve have special meanings. The following words and their meanings wherever they appear in Section Twelve are defined as below and will apply to the Cover under this Section.

**"Audit or investigation"** means the investigation of Your Farming Business, financial or tax affairs by:

- a) the Australian Tax Office (ATO) following the lodgement of Your tax returns; or
- b) the responsible Commonwealth, State or Territory Department, Body or Agency following lodgement of Your returns and the making of an assessment (including a self-assessed liability) or relevant document in regard to Your obligation to pay an amount under the Commonwealth, State or Territory legislation, in relation to:
  - (i) income tax;
  - (ii) fringe benefits tax; (iii) capital gains tax;
  - (iv) wholesale and sales tax;
  - (v) payroll tax;
  - (vi) goods and services tax; or
  - (vii) Superannuation contributions tax.

For the purpose of Section Twelve, the Audit commences at the time You first receive notice that the Auditor proposes to conduct an Audit, and is completed when:

- a) the Auditor has given written notice to You to that effect;
- b) the Auditor notifies You that it has made findings in connection to an Audit and notified You of those findings and/or the actions the Auditor proposes to take in connection with those findings; or

- c) when the Auditor has issued an assessment or amended assessment as to Your liability to pay an amount under any relevant legislation.

“Auditor” is an officer authorised under Commonwealth, State or Territory legislation to conduct Audits of taxation or financial affairs.

“Professional Fees” means:

- a) fees paid to registered tax agents, financial advisers, company auditors, accountants and solicitors who are not Your employees, for the preparation of evidence to be submitted for the audit or investigation;
- b) fees charged to You for preparation of evidence by Your financial service providers;
- c) overtime paid by You to Your employees to prepare for or represent You in an Audit;
- d) travelling and accommodation expenses incurred by You or your employees in order to attend an Audit.

### Excess

You will bear as an uninsured contribution, 10% of all Professional Fees incurred with a minimum contribution of \$500 in respect of each and every claim under Section Twelve.

All payments of Professional Fees made by Us in settlement of a claim under Section Twelve will be exclusive of Your contribution directly to the supplier(s) of the service for which Professional Fees are payable.

### When We will not pay a claim under Section Twelve

We will not pay:

1. for any legal liability, court costs, fines, penalties, tax, penalty tax or interest;
2. in relation to routine enquiries or enquiries which are not identified as being either preliminary to or relating to an Audit being conducted by the relevant Commonwealth, State or Territory department body or agency;
3. for Professional Fees incurred:
  - a) after the Audit or investigation has been completed;
  - b) due to Your improper, unwarranted or unjustified refusal or failure to comply with any lawful request for the production of documents or the supply of information. Refusal or failure to comply will not be deemed to be improper, unwarranted or unjustified if You refuse or fail to comply upon the written advice of Your accountant or solicitor;
  - c) from Audits under customs legislation;

- d) from Audits or investigations which You were notified of or knew of prior to the Period of Insurance;
- e) from Audits or investigations of income received or earned, or where the source of income is, outside the Commonwealth of Australia or where the service giving rise to the claim are performed by people or entities outside the Commonwealth of Australia;
- f) from any fraudulent act or omission committed by You or on Your behalf or by Your employee(s);
- g) which are ordinarily associated with the maintenance and upkeep of Your Farming Business accounts, returns, taxation and financial records and the preparation prior to lodgement of Your accounts, returns, taxation and financial records as required by any relevant legislation;
- h) incurred more than twelve (12) months after the commencement of the Audit, unless You can show that completion of the has been delayed as a result of the conduct of the Auditor ;

4. if the return in relation to which the Audit or investigation is proposed to be conducted was not reviewed by an accountant prior to dispatch;
5. if You have not maintained all records that You are required to maintain or should or would maintain in the ordinary course of Your Farming Business.

### Specific conditions applicable to Section Twelve

If You do not meet the following conditions, We may reduce or refuse to pay a claim.

#### 1. Errors

If You or any person acting on Your behalf becomes aware of any error in any return of income or other documents supplied to a Commonwealth, State or Territory Commissioner of Taxation, You must notify the Commissioner of Taxation without delay.

#### 2. Tax returns

You must submit all returns and documents within the time limits prescribed by all relevant statutes or regulations or within any extensions of time as lawfully granted by a Commissioner of Taxation.

#### 3. Income disclosure

You must make full and complete disclosure of all income (including capital gains), turnover and expenses required by any tax legislation. If the final assessment of Your taxable income for the period being audited is more than 20% higher than the taxable income which You originally declare, We will not pay any of Your claim.

#### 4. Claims

If You have a claim under Section Twelve You agree to:

- a) keep Us fully informed of all material matters in relation to Your claims;
- b) send Us copies of all correspondence in relation to our claim within five (5) working days of receiving them;
- c) instruct Your accountants and solicitors to provide Us with all relevant documents and information in relation to Your claim; and
- d) permit Us, when necessary, to instruct Your accountants and solicitors in matters relating to Your claim and for the cost of these instructions to form part of Your claim. This does not mean We will take over or represent You in the Audit or investigation.

We or Our duly appointed agent may conduct Our own investigation to any matter which is or may be the subject of a claim under this Policy.

## Section Thirteen – General Property

### The cover

We will cover You for accidental damage to Your Property Insured caused by any sudden, unexpected or unforeseen occurrence which occurs during the Period of Insurance.

Your Schedule will show if You have cover for accidental damage to Your Insured Property under Section Thirteen.

### Definitions applicable to Section Thirteen

“Insured Property” means portable property listed in Your Schedule which belongs to You and is not otherwise excluded under this Section Thirteen.

### How We will settle Your General Property claim

All insured damage to the Property Insured under Section Thirteen that can be repaired must be repaired.

1. Where damage to Property Insured can be repaired We will pay the reasonable costs of restoring the Property Insured to its former working order.

If You complete the repairs in Your own workshop, We will pay the reasonable cost of materials and wages as well as a reasonable allowance to cover Your overheads.

2. Where a damaged item is not repaired:
  - a) for items that could not be repaired, their replacement with similar items in a condition equal to, but not better or more extensive than the condition of the original items when new; or
  - b) for items that could be repaired but have been replaced, the estimated cost that would have been incurred for necessary repairs to return the damaged items to their former state of serviceability.

We will not pay more than the Sum Insured shown for each item of Your Property Insured in Your Schedule for any one event.

### Excess

You must pay an Excess of \$250 towards any claim arising out of one event, or the amount shown in Your Schedule as the Excess for Section Thirteen, whichever is the greater.



## When We will not pay a claim under Section Thirteen

We will not pay for:

1. damage caused by or arising directly or indirectly out of or in any way connected with:
  - a) spontaneous combustion, heating or any process involving the direct application of heat, provided that this specific exclusion will be limited to the item(s) immediately affected and will not extend to other Property Insured damaged as a result of the spontaneous combustion;
  - b) fermentation, deterioration and putrefaction of refrigerated goods;
  - c) action of the sea, tidal wave, or Flood;
  - d) fraud or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
  - e) (i) unexplained inventory shortage or disappearances;  
(ii) shortage in the supply or delivery of materials to or from You;
  - f) loss or damage as a result of trickery;
  - g) loading or unloading, delivery or dispatch;
  - h) demolition, where the cost of demolition is greater than \$10,000;
  - i) adjusting, testing or servicing operations;
  - j) welding, grinding, cutting, drilling, shaping or the application of tools to the Property Insured;
  - k) mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment;
  - l) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness, light, variations in or extremes of latent defect, change in flavour, texture or finish, or smut or smoke from industrial operations;
  - m) wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws, normal upkeep or making good;
  - n) the failure of Water, gas, electric or fuel supply;
  - o) recovery or repossession of the Property Insured for any reason;
2. damage to:
  - a) motor vehicles, caravans, trailers, motorcycles, watercraft, aircraft or aerial devices or the accessories to any of these;
  - b) Property Insured in the course of construction, erection, renovation or demolition;
  - c) (i) Money;  
(ii) glass or items of a brittle nature;  
(iii) jewellery, furs, bullion, precious metals or precious stones;  
(iv) curios or works of art;  
(v) mobile phones, photographic equipment, computer equipment unless shown in Your Schedule;  
(vi) any guns, sporting equipment or musical instruments while they are in use;
  - d) Property Insured in the open air caused by wind, Rainwater or hail unless the property is designed to function without the protection of walls or a roof;
  - e) Property Insured should it be lost or damaged during use or recovery whilst in use underground, underwater or within inaccessible locations;
  - f) livestock, animals, birds or fish;
  - g) standing timber, growing crops, plants, shrubs and pastures;
  - h) land;
  - i) semen and harvested embryos.

This page has been left blank intentionally.



For all enquiries please call your Steadfast broker

Allianz Australia Insurance Limited (Allianz)  
AFS Licence No. 234708  
ABN 15 000 122 850  
2 Market Street Sydney NSW 2000  
Telephone: 13 2664

POL886BA/SF 09/16

