

# Steadfast Small Farm

## Product Disclosure Statement and Rural Insurance Policy



POLICY

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035 of 82 Pitt Street, Sydney.

QM732



## About this booklet

This booklet contains 2 separate sections:  
**Part A and Part B.**

### Part A – Product Disclosure Statement (PDS)

Part A of this booklet contains a product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. It gives a summary of the significant benefits and risks associated with this product (you should refer to Part B – Terms and Conditions for full details).

The PDS also contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, terms, conditions and obligations attaching to this product. Please read Parts A and B of this booklet carefully.

### Part B – Policy Terms and Conditions

Part B of this booklet contains the Policy Terms and Conditions which detail all the terms conditions and exclusions relating to the Policy. It is Part B which forms part of your legal contract with us.

If we issue you with an insurance policy you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product please contact your Financial Services Provider.

## Index

## Page

### About this booklet

About Steadfast	2
About QBE Australia	2

### Part A – product Disclosure Statement (PDS) for small farm policy

Insurer	2
Significant benefits and features	2
Legal liability	4
Farm property	4
Motors and pumps	5
Motor vehicle	5
Horses	6
Boat	6
Significant risks	7
The cost of this insurance Policy	7
Duty of Disclosure – What you must tell us	8
Privacy	8
The General Insurance Code of Practice	9
Dispute resolution	9
Taxation implications	9
Cancelling your Policy	9
Cooling-off information	9
Financial Claims Scheme	9

### Part B – Policy Terms and Conditions for Small Farm Policy

Insurer	10
Our agreement with you	10
Your Policy	10
Providing proof	10
Other party's interests	10
How you can pay your premium	10
Preventing our right of recovery	10
How Goods and Services Tax affects any payments we make	11
Underinsurance	11
Words with special meanings	11
Types of cover	13
Section 1: Home Buildings and Home Contents	13
Section 2: Valuables	27
Section 3: Farm Property	29
Section 4: Legal Liability	33
Section 5: Motors and Pumps	38
Section 6: Motor Vehicle	40
Section 7: Horses	49
Section 8: Boat	50
What you must pay if you make a claim – Excess	58
When you are not covered	58
Special clauses	59
General conditions	59
Claims	60

## About Steadfast

Steadfast is an unlisted public company comprising over 260 shareholders. Each shareholder is an independent insurance brokerage. This policy is available exclusively to you through shareholders of Steadfast Group Limited ABN 98 073 659 677, AFSL 254928. Steadfast Group Limited does not issue, guarantee or underwrite this policy.

### 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 situation and needs. Before you make any decisions about whether to acquire this policy we recommend you read this PDS.

## About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry-leading insurance solutions that are focused on the needs of intermediaries and their clients.

QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

# PART A – PRODUCT DISCLOSURE STATEMENT (PDS) FOR SMALL FARM POLICY

## Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

## Significant benefits and features

### Home building, home contents and valuables

We believe the most significant benefits of these sections of this insurance Policy are that it protects:

- (a) your financial investment in your home and contents on a New for Old basis if they are lost or damaged due to an insured event
- (b) you for your legal liability to Third Parties if they claim against you for compensation or expenses which you become legally liable to pay.

An optional extension is available providing cover for loss, theft or damage to valuables:

- anywhere in Australia or New Zealand, and
- for up to 90 days anywhere in the world.

You have a choice of insured events cover or accidental damage cover:

Insured events covers your home and contents up to their sums insured at the site during the period of insurance against loss or damage caused directly by any of the 'insured events':

- fire or explosion
- smoke
- lightning or thunderbolt
- earthquake or tsunami
- burglary or housebreaking
- theft
- vandalism
- deliberate or intentional acts, but not by a tenant
- liquid escaping from pipes, gutters, tank, drain, bath, basin, spa, sauna, shower, sink, toilet, washing machine, dishwasher, aquarium, waterbed
- burning out of electric motors (up to 15 years of age)
- accidental breakage of glass. Refer to the Home Building and Home Contents section of the policy for full details of the types of items covered
- riot or civil commotion

- impact (e.g. by a vehicle, aircraft, watercraft, animal, bird, tree or part of a tree, TV or radio antenna)
- storm, rainwater, hail or wind (but not flood)
- landslide or subsidence, if the loss or damage occurs within 72 hours of specific listed events (storm, tsunami, rainwater, hail, snow or wind: earthquake: explosion: liquid escaping from fixed pipes or other apparatus).

Accidental damage covers your home and contents up to their sums insured, during the period of insurance, against accidental loss or damage (including events such as storm, fire, earthquake, and theft) but not loss or damage caused by tenants.

Both Insured events and Accidental damage cover:

- fusion of an electric motor (up to 15 years of age)
- spoilage of food in domestic refrigerators or freezers if your contents are insured.

Legal liability up to the limit specified on your policy schedule, including:

- liability for you or any member of your family in respect of ownership of your home (where your home is insured under this Policy or where your home is a strata title residence and your contents are insured under this Policy)
- personal legal liability anywhere in the world for you or any member of your family (where your contents are insured)

Insured events and accidental damage cover provide the following additional benefits:

- temporary removal of contents
- fees incurred directly in relation to repair or replacement of the home
- removal of debris
- extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the home
- loss of rent or temporary accommodation if the home is so damaged by an insured event that it cannot be lived in or let to tenants.

Other additional benefits, specific to either Listed Events or Accidental Damage cover options also operate. Refer to the Home Building and Home Contents section of the policy for full details of additional benefits applicable to each cover option.

Insured events and accidental damage covers both provide the option of insuring your valuables.

If you select this option we will cover your valuables against accidental loss or damage occurring during the period of insurance while they are:

- in Australia or New Zealand, and
- for up to 90 consecutive days anywhere in the world.

**The Policy does not cover certain things**

Claims may be refused in certain circumstances. Please refer to the Home Building and Home Contents section and the Valuables section of the Small Farm Policy Terms and Conditions which

follows this PDS for full details of the terms and conditions of cover and exclusions.

The policy will not insure loss, damage or liability arising from:

- Lawful destruction or confiscation of your property.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould or fungi.
- Damage, loss or injury that you or anyone acting for you deliberately caused.
- Flood, storm surge, the action of the sea, tidal wave, high water, or erosion.
- Landslide or subsidence except as detailed under 'What is covered' for Cover options 1 and 2.
- Any event that does not occur within the period of insurance.

The Policy will not insure you or your family against liabilities arising from:

- any agreement, unless liability would have attached to you or your family if that agreement did not exist
- death or bodily injury to you or to any person who normally lives with you
- damage to property belonging to you or any person who normally lives with you or to your or their employees
- the ownership, custody, or use of any lift, aerial device or aircraft (except model aircraft or toy kites), aircraft landing area, boat exceeding 4 meters in length (except canoes, surfboards, surf skis or sailboards) or motorised water craft in excess of 10 horsepower
- the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis
- directly or indirectly, out of or in connection with the actual or alleged use or presence of Asbestos
- construction or demolition of a building, including the home if the value of the work exceeds \$100,000
- the ownership or use of any motor vehicle other than the cover given by the additional benefit – Motor Vehicle Liability.

These are only some of the events that are not covered by this insurance. Please read the Home Building and Home Contents section and the Valuables section of the Small Farm Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

**The amount of any claim may be reduced**

- where an excess applies (any applicable excess will be shown in your Policy Schedule)
- where you have not requested the insured value of any item to be specified in the Policy and where the value of that item exceeds any applicable sum insured sub limit

- (c) where the claim is for fusion and we apply depreciation because of the age of the motor
- (d) where you do not comply with a condition of this Policy and this contributes to any loss or damage.

Please refer to the General Conditions in Part B of this booklet.

Some General Conditions Include:

1. unoccupancy

The Policy cover will be limited to lightning, thunderbolt and earthquake for any period in excess of 90 consecutive days during which the home has been left unoccupied and you have not obtained our written agreement

2. alteration of risk

You must tell us about any changes in the nature of the risk which occurs during the period of insurance and which increases our risk. If you fail to do so, we may cancel the Policy.

### Legal liability

We believe the most significant benefits of this section of the Small Farm Policy are that it protects you for your legal liability for injury or damage to other people or their property.

The Policy does not cover certain things. Claims may be refused in certain circumstances. Please refer to the Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not insure you or your family against liabilities arising from:

- any occurrence arising from a business other than your farm
- death or bodily injury to or damage to property belonging to
  - (a) you or your family or any person who normally lives with you or to your or their employees
  - (b) where you are a company:
    - any director of your company or their employees
    - any family of a director of your company or their employees.

The Policy will not insure you or your family against fines, penalties, or punitive, aggravated or exemplary damages.

Please read the Liability section of the Small Farm Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

### Farm property

We believe the most significant benefits of this section of the Small Farm Policy are that it protects your financial investment in your farm property if it is damaged or destroyed by any of the insured events.

We will also pay:

- up to \$2,500 in total or \$1,000 any one animal or bird for death of livestock caused by
  - fire, lightning, explosion or earthquake
  - impact by a vehicle or aircraft
- up to \$2,500 in total or \$1,000 any one item or animal for loss or damage to farm contents farm produce or livestock in transit resulting from fire, flood, collision or overturning
- up to \$2,500 in total or \$1,000 any one item for farm contents lost or damaged as a result of theft at the farm.

This section also provides some additional benefits such as the cost of:

- extinguishing fires
- neighbours' fire fighting equipment
- legal costs of discharging your mortgage if a claim is settled for a total loss
- farm planning
- rewriting records
- overtime rates and
- the cost of finding the source of damage.

The Policy does not cover certain things. Claims may be refused in certain circumstances. Please refer to the Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage to your farm property:

- intentionally caused by you or a member of your family or a person acting with your consent or the consent of your family
- resulting from or caused by:
  - inherent defects, structural defects, faulty workmanship, faulty design, or any gradual process
  - wear, tear, rust, corrosion, depreciation or gradual deterioration, mildew, mould or algae
  - flood
  - the action of the sea, high water, tidal wave, tsunami.

Please read the farm property section of the Small Farm Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

## Motors and pumps

We believe the most significant benefits of this section of the Small Farm Policy are that it protects your financial investment in your farm pumps and motors if they suffer mechanical or electrical breakdown.

We will pay you the cost of replacement or repair of any insured motor or pump up to a maximum of \$2,500 per motor or pump.

We apply depreciation at the rate of 20% per year for each additional year following the tenth year of manufacture or rewinding, for example, for a 12 year old motor we reduce our payment to you by 40%.

The Policy does not cover certain things. Claims may be refused in certain circumstances. Please refer to the Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

We do not cover pumps or motors that are more than 15 years old or which have been rewound more than 15 years ago.

The Policy will not cover loss or damage to any motor or pump:

- that could be covered under the farm property section of this Policy
- resulting from or caused by wear, tear, rust or corrosion.

The Policy does not cover:

- expendable items such as fuses, belts, blades or electrical contacts
- electronic equipment such as computers or telecommunications equipment.

Please read the Pumps and Motors section of the Small Farm Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

## Motor vehicle

We believe the most significant benefits of this section of the Small Farm Policy are that it protects:

If you choose comprehensive cover – (Cover 1)

- your financial investment in your motor vehicle if it is stolen, or lost or damaged due to an incident which is covered by the comprehensive cover section of this Policy
- you for your legal liability to third parties in the event of an incident which is covered by the third party property damage cover section of this Policy.

If you choose Third Party property damage – (Cover 2)

- you for your legal liability to third parties in the event of an incident which is covered by the third party property damage section of this Policy
- your financial investment in your vehicle but only if the damage is caused solely and directly by another vehicle as described under the 'Uninsured motorists' benefit section in the Policy Terms and Conditions.

If you choose Own vehicle cover – (Cover 3)

- your financial investment in your motor vehicle if it is stolen, or accidentally damaged

This Policy also provides the following additional benefits:

All covers	<ul style="list-style-type: none"> <li>• change of vehicle</li> <li>• choice of repairer</li> </ul>
Third Party property damage cover only	<ul style="list-style-type: none"> <li>• uninsured motorists benefit</li> </ul>
Comprehensive cover only	<ul style="list-style-type: none"> <li>• returning your vehicle after it has been stolen</li> <li>• towing costs</li> <li>• hire car costs following theft</li> <li>• trailer cover</li> <li>• personal property</li> <li>• travelling and accommodation expenses</li> <li>• faultless no claim benefit</li> <li>• windscreen claim benefit</li> <li>• replacement with a new vehicle</li> </ul>
Own damage and Comprehensive cover only	<ul style="list-style-type: none"> <li>• protection and removal costs</li> </ul>

The Policy does not cover certain things. Claims may be refused in certain circumstances. Please refer to the Motor vehicle section of the Small Farm Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover any loss, damage or legal liability occurring if your vehicle:

- is being driven by anyone:
  - who does not hold an appropriate driving licence or
  - who is under the influence of alcohol or drugs or
  - whose blood alcohol reading exceeds the legal limit or
  - who following an accident, refuses to provide or allow the taking of a sample of breath, blood or urine for testing analysis as required by the law of any state or territory in which the accident occurred.
- is being used to carry more passengers or carrying or towing a heavier load than it was designed for
- is being used when it is in an unsafe or unroadworthy condition and you knew or should have known that it was unsafe or unroadworthy.

The Policy will not cover your vehicle for:

- damage to its tyres caused by the application of brakes, road punctures, cuts or bursting unless caused as a result of an incident covered under the type of cover you have selected or people acting maliciously
- depreciation, wear, tear, rust or corrosion.

The Policy will not cover your vehicle or any loss damage or legal liability arising out of your failure to comply with a condition of this Policy.

These are only some of the events that are not covered by this insurance. Please read the 'Motor vehicle' section of the Small Farm Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

The amount of any claim made against the Policy may be reduced:

- where you have not requested the insured value of any item to be specified in the Policy
- where an excess applies. 'Excess' means the first amount you must contribute to any claim you make under this Policy. Depending on the age or experience of the driver and whether you have told us about them and we have noted them on the Policy Schedule you may have to contribute more than one excess. If we accept your claim we will deduct the excess shown in your current Policy Schedule from any amount we pay under your claim.

Standard excess is the first amount you will have to contribute to every claim.

Age or Inexperienced Driver excess is in addition to the standard excess and applies where a vehicle is driven by a person:

- under the age of 25, or
- aged 25 or more but who has not held a driver's licence for 2 or more years.

This excess does not apply if the only damage to your vehicle is a broken windscreen or window glass or caused by storm or hail damage.

Undeclared driver's excess is in addition to all other excesses and applies where at the time of an incident which gives rise to a claim your vehicle is driven by or in the charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver on the Policy Schedule.

There are some circumstances where this excess will not apply. Please refer to the section headed 'What you must pay if you make a claim – excess' in Part B of this booklet.

## Horses

We believe the most significant benefits of this section of the Small Farm Policy are that it protects your financial investment in your horses if they die due to accident, illness or disease.

We will pay you the value of the dead horse(s) up to \$1,000 for any one horse or \$3,000 in total.

The Policy does not cover certain things. Claims may be refused in certain circumstances. Please refer to the Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

We do not cover horses that are more than 12 years old or less than 6 months old.

We will not pay any amount if the death of the horse is caused by:

- intentional slaughter except for humane reasons as certified by a veterinary doctor
- neglect or wilful injury
- organised racing or hunting
- breeding
- congenital defect
- pre-existing condition.

## Boat

We believe the most significant benefits of this section of the Policy are that it protects:

- (a) your financial investment in your boat up to an agreed value if it is lost or damaged due to an accident
- (b) you for your legal liability to third parties in the event of an accident.

Optional extensions are available and need to be considered should you intend to use:

1. your boat for water skiing and/or aquaplaning activities
2. your boat in any yacht races (either club or club social)
3. equipment for fishing and or water sports on your boat
4. your boat for permanent living accommodation.

The Policy provides:

- (a) agreed value cover for boat equipment and accessories
- (b) third party cover for \$5,000,000, \$10,000,000 or \$20,000,000 selected by you.

### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the Boat section of the Small Farm Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.

The Policy will not cover loss or damage or any third party liability:

1. if you do not keep your boat in good order and repair or in a proper state of seaworthiness and in compliance with any statutory requirements or do not take reasonable precautions when using your boat
2. if your boat is under major hull repair or undergoing alteration unless you have specifically requested cover and we have agreed to cover it
3. if intentionally caused by you or a person acting with your express or implied consent unless required by law
4. caused by normal wear and tear or depreciation
5. caused by mechanical, structural, electrical or electronic failures. The resultant damage to your boat due to the failure will be paid for but the cost of repairing or replacing the item that failed will not
6. caused by faulty design or construction of your boat.

The Policy will not cover loss or damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the boat.

These are only some of the events that are not covered by this insurance. Please read the Boat section of the Small Farm Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.

### The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced:

1. where an excess applies (any applicable excess will be shown in your Policy Schedule)

2. if you have understated the value of your boat
3. where you have not requested the insured value of any item to be specifically specified in the Policy
4. if you do not adequately secure your boat.

## Significant risks

### This product may not match your expectations

This product may not match your expectations (for example because an exclusion applies). You should read the PDS (Part A of this document) and the Policy Terms and Conditions (Part B of this document) carefully. Please ask your Financial Services Provider if you are unsure about any aspect of this product.

### Your sum insured may not be adequate

#### Home building, home contents and valuables

The Policy provides replacement or reinstatement conditions for home, contents and valuables which means that claims are settled without contribution for age, depreciation or wear and tear. This means it is important that the sums insured you select cover the cost of replacing your home, contents and valuables on a new for old basis. The sums insured that you select must make allowance for structural improvements (such as sheds, pergolas and fencing), GST and any additional benefits that are included in the sum insured (for example, costs of removal of debris, architects' fees).

#### Farm property

The farm property section of this Policy contains an underinsurance clause which means that if you do not insure your farm property for at least 80% of the lesser of its indemnity value or replacement value (depending on which basis you have chosen to insure) you will have to bear a rateable proportion of any claim.

For example, if you insure your property for \$70,000 but its actual value is \$125,000.

For loss or damage amounting to \$50,000 we would apply the sum insured (\$70,000) to 80% of the sum insured (\$100,000) which amounts to 70%.

We would therefore pay you 70% of your loss or damage, which amounts to \$35,000.

This clause will not apply:

- to losses not exceeding 10% of the sum insured
- to payments made for additional benefits
- to loss or damage to hay or mobile machinery.

#### Motor vehicle

It is important that you ensure all accessories and equipment insured are separately listed on the Policy Schedule with their respective agreed values, otherwise the maximum amount the insurers will pay for any part or item will be its current market value.

#### Motors and Pumps

The Policy provides for cover up to a maximum of \$2,500 per motor or pump. If you have a motor or pump with a higher value than this you should consider taking out a separate machinery breakdown policy.

## Horses

The Policy provides for cover up to a maximum of \$1,000 per horse, and \$3,000 in total. If you have a horse with a higher value than this you should consider taking out a separate Livestock insurance policy.

## Boat

This Policy is an agreed value Policy. A separate agreed value will apply to each of the hull, equipment and accessories where specified on the Policy Schedule.

This means it is important that you ensure all items insured are separately listed on the Policy with their respective agreed values otherwise the maximum amount we will pay for any part or item will be its current market value.

Under insurance:

The maximum amount we will pay under this Policy will not exceed the total sum insured under any circumstances or any specified sum insured for an item. Any amount payable for an individual item where a separate sum insured is not specified for that item will be reduced if the total market value of the boat including all listed items exceeds the sum insured shown in the Policy Schedule by more than 20%. The amount payable for the item will be reduced in proportion to the difference between the market value of the whole boat and the total sum insured.

## Overdue premium

You must pay your premium on time otherwise your Policy may not operate.

If you pay an annual premium and you have not paid by the due date or your payment is dishonoured or if you pay your premium by instalments and your first instalment payment is dishonoured this Policy will not operate and there will be no cover.

If you pay your premium by instalments and any instalment remains unpaid for:

- 14 days or more we may refuse to pay any claim
- 1 month or more we may cancel this Policy.

For more detailed information regarding payment options refer to the section headed 'How you can pay your premium' in Part B (Terms and Conditions).

## A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions if you do not comply with your Duty of Disclosure or if you make a fraudulent claim.

## The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors and the degree to which they affect your premium will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

#### **Home buildings, contents and valuables**

- sums insured
- type of cover selected
- the location and construction of the home
- the age of the oldest insured person
- whether the home is occupied by you as a principal residence or in some other manner
- previous insurance and claims history

#### **Legal liability**

- the limit of liability
- the location of your farm

#### **Farm property**

- the sum insured on your farm property
- the construction of your farm property
- the location of your farm property

#### **Motors and pumps**

- the location of your farm

#### **Motor vehicle**

- type of cover selected
- the make and model of the insured motor vehicle
- the age of the insured person
- the place where the motor vehicle is usually parked
- previous insurance and claims history

#### **Horses**

- the location of your farm

#### **Boat**

- make, model and type of boat
- construction
- maximum speed (powered craft)
- sum insured
- where and how you use your boat.

Premium payments can be made annually or by instalments. You should arrange your method of payment through your Financial Services Provider. A quote for premium may be obtained from your Financial Services Provider.

### **Duty of Disclosure – What you must tell us**

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

#### **New business**

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended

or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

#### **Who needs to tell us**

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

#### **If you do not tell us**

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

#### **Renewals, variations, extensions and reinstatements**

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

#### **You do not have to tell us about any matter**

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

#### **If you do not tell us**

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having worked.

### **Privacy**

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people

listed as co-insured on your policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our Privacy Policy or to access or correct your personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001 or email: compliance.manager@qbe.com.

## The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

If you are not happy with our answer, or we have taken more than 15 working days to respond, you may take your complaint to the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body.

FOS resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to you. QBE is bound by the determination of FOS but the determination is not binding on you.

We will provide the contact telephone number and address of the FOS office upon request.

## Taxation implications

### Goods and Services Tax

The Policy has provisions relating to GST. In summary they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions under the heading 'How Goods and Services Tax affects any payments we make'.

- The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.
- The sum insured and other limits of insurance cover shown on your Policy documentation are GST inclusive.
- When we pay a claim your GST status will determine the maximum amount we pay.

### Other taxation implications

There may be other taxation implications affecting you depending upon your own circumstances. We recommend that you seek professional advice.

## Cancelling your Policy

### How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to your Financial Services Provider.
- Where 'you' involves more than one person we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

### How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

## Cooling-off information

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights however your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

## Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent. In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA - [www.apra.gov.au](http://www.apra.gov.au) or 1300 13 10 60.

## **PART B – POLICY TERMS AND CONDITIONS FOR SMALL FARM POLICY**

### **Insurer**

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

### **Our agreement with you**

This Policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – excess' apply to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in the section(s) headed 'When you are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

### **Your Policy**

Your Small Farm Policy consists of Part B (Terms and Conditions) of this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your Financial Services Provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

### **Providing proof**

So that your claim can be assessed quickly you should keep the following:

- receipts or other confirmation of purchase and valuations
- receipts or other confirmation of the purchase of your vehicle or any accessories
- all service and repair records.

We may ask you for these if you make a claim.

### **Other party's interests**

You must tell us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if you have told us about them and we have noted them on your Policy Schedule.

### **How you can pay your premium**

You can pay your premium:

- (a) in one annual payment by cash, cheque, credit card or EFTPOS, or

- (b) in monthly instalments by direct debit from your credit card or from your account with your financial institution.

### **Paying your Annual Premium**

You must pay your annual premium by the due date. If we do not receive your premium by this date or your payment is dishonoured this Policy will not operate and there will be no cover.

### **Paying your instalment premium**

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date.

If you are renewing your Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your renewed Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise.

If you have nominated the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Details of your instalments are shown on your Policy Schedule.

If your first instalment of premium when you take out your Policy or renew it is dishonoured, this Policy will not operate and there will be no cover.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more.

If any instalment of premium has remained unpaid for 1 month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount we pay you under a claim any unpaid premium or instalment of premium.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than 7 days before your next instalment is due.

### **Preventing our right of recovery**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

### **How Goods and Services Tax affects any payments we make**

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the maximum amount we pay.

When you are:

- (a) not registered for GST, or are otherwise not entitled to claim an Input tax Credit the maximum amount we pay is the sum insured or the other limits of insurance cover

including GST, and the sum insured and other limits of insurance cover shown on your policy documentation are inclusive of GST

- (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and 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 reduce the GST amount we pay by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition.

In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS), and the sum insured and other limits of insurance cover shown on your policy documentation are exclusive of GST.

You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

### Underinsurance

In the farm property section if you have not insured your property for its full value the amount of your claim may be reduced. In working out what is 'full value' we look at the replacement cost of your property or the indemnity value if you have selected that option. These words are defined below.

### Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in just one section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Aircraft	any vessel, craft or thing made or intended to fly through or move through the atmosphere or space.
Dangerous goods	goods as defined by the Australian code for the transport of dangerous goods by rail and road, or: <ul style="list-style-type: none"> <li>(a) any infectious substance, or</li> <li>(b) the following substances or materials in excess of the following quantities:                             <ul style="list-style-type: none"> <li>• 1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius, but in containers no greater than 250 litres</li> <li>• 5 kilograms of explosives</li> <li>• 100 kilograms of compressed gas</li> <li>• 500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis</li> <li>• 500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other oxidizing materials, or</li> </ul> </li> <li>(c) any two or more substances mentioned in (b) above being carried on your vehicle at the same time if the quantity of any substance carried is more than half the quantity stated for each substance.</li> </ul>
Excess	the first amount you must contribute to any claim you make under this Policy. For most claims you make on this Policy, you will have to pay the excess which is shown in your Policy Schedule.
Family	<ul style="list-style-type: none"> <li>• you and your spouse (legal or de facto), and children who normally live in your home</li> <li>• your and your spouse's parents who normally live in your home.</li> </ul>
Farm	the situation(s) shown in your Policy Schedule and comprising a single operating unit at which the farm business is conducted.

## Words with special meanings

Word or Term	Meaning
Farm buildings	Includes tanks, stockyards, stock races and services attached to farm buildings, feed silos, fixed plant that forms part of any farm buildings and windmills. Farm buildings does not include fencing, power poles and the overhead wiring between the power poles.
Farm business	all activities connected with the running of the business of the farm. Farm business does not mean contract farming but occasional contract farming is allowed where such contracting in any financial year contributes less than 20% when combined with the annual turnover of your farm business. Farm business does not include any activities carried out in or in connection with your home buildings.
Farm contents	all tools of trade, plant, and equipment and items which are used during the normal operation of the farm business owned by you or for which you are legally responsible. It includes fixed plant in the open air which is used in connection with the farm business. Farm contents does not include: <ul style="list-style-type: none"> <li>• farm buildings</li> <li>• hay, growing plants, animals, birds or fish</li> <li>• mobile farm machinery, motor vehicles, motor cycles, any other vehicle and their spare parts or accessories</li> <li>• aircraft or watercraft and their accessories</li> <li>• money, securities, documents, manuscripts</li> <li>• works of art, curios, antiques, pictures, or</li> <li>• home contents.</li> </ul>
Farm produce	food grown on the farm for commercial sale. Farm produce does not include: <ul style="list-style-type: none"> <li>• hay, growing plants, animals, birds or fish</li> <li>• oil or its derivatives</li> <li>• manufactured products or their containers including wine, flour or canned fruit, or</li> <li>• semen, embryos or their containers.</li> </ul>
Farm property	collectively the items of farm buildings, farm contents, mobile farm machinery, farm consumables, farm produce, hay, fencing, power and telephone poles and wiring that you have chosen to insure. Farm property does not include animals, birds or fish.

Word or Term	Meaning
Fencing	all boundary and internal fencing at the farm.
Flood	the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
Fusion	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 electric current.
Gross combination mass	the maximum allowed weight of your truck and trailer combination including the goods carried by that combination.
Gross vehicle mass	the maximum allowed weight of your vehicle and the goods it can carry.
Hay	stooked, baled or rolled hay which you own.
Impact	a collision of two or more objects.
Indemnity value	the cost necessary to replace, repair or rebuild the insured property to a condition substantially the same as but not better nor more extensive than its condition at the time of the loss or damage taking into consideration its age, condition and remaining useful life.
Market value	the cost to buy a vehicle or property of a similar type, age and condition to the damaged or destroyed items at the time of the loss or damage <ul style="list-style-type: none"> <li>• adjusted for any special features, and</li> <li>• having regard to used prices guides and any other relevant information, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.</li> </ul>
Mobile farm machinery	tractors, headers, fruit pickers and other similar machines which are used solely for farming purposes. Mobile farm machinery also includes (where they are separately described in the Policy Schedule) trailers, ploughs and other implements drawn or intended to be drawn by any such machinery.
Occurrence	an event including continuous or repeated exposure to substantially the same conditions or repeated exposure to substantially the same general conditions which results in personal injury or property damage which you neither expected nor intended to happen.

Word or Term	Meaning
Open air	outside a building and on the farm and includes: <ul style="list-style-type: none"> <li>• non lockable structures, and non lockable parts of the home buildings or farm buildings, or</li> <li>• in or on a motor vehicle, motor cycle, trailer, caravan or tent, whether they are locked or not.</li> </ul>
Pair, set, collection	two (2) or more articles whose collective value exceeds the sum of their individual values.
Period of insurance	the period shown in the Policy Schedule.
Policy	includes this Policy wording, the Policy Schedule and any future documents issued to you which amend the Policy wording or Policy Schedule.
Policy Schedule	the schedule of insurance, or any future renewal schedule, or endorsement schedule.
Rainwater	rain falling naturally from the sky including rainwater run-off over the surface of the land. Rainwater does not mean Flood.
Replacement cost	<ul style="list-style-type: none"> <li>• the reasonable and necessary cost of rebuilding, replacing or repairing any lost or damaged property or item to a condition substantially the same as but not better nor more extensive than its condition when new, or</li> <li>• at our option, the actual reinstatement, replacement or repair of that property or item.</li> </ul>
Storm	violent wind (including cyclones, tornadoes) thunderstorms or hailstorms which may be accompanied by snow or rain
Temporary removal or temporarily removed	to remove items from the farm and return them before 90 days expires. Items removed permanently from the Farm for any period are not temporarily removed.
Tools of trade	tools or machines that are used or have been used in the past twelve months for any income earning activity or pursuit.
Tsunami	a sea wave caused by a disturbance of the ocean floor or by seismic movement.
Unoccupied farm	farm without a permanent resident.
Watercraft	any vessel, craft or anything made or intended to float on or in or travel through the water.
We, Our, Us	QBE Insurance (Australia) Limited, ABN 78 003 191 035
You, your	the person(s), companies or firms named on the current Policy Schedule as the 'Insured'.

## Types of cover

This Policy offers you a choice of cover. You can choose any or all of the following:

Section 1: Home Building and Home Contents

Section 2: Valuables

Section 3: Farm Property

Section 4: Legal Liability

Section 5: Motors and Pumps

Section 6: Motor Vehicle

Section 7: Horses

Section 8: Boat

The types of cover you have chosen will be shown in your Policy Schedule.

## Section 1: Home Buildings and Home Contents

This section covers loss or damage to home buildings and home contents. If you have chosen this cover it will be shown in your Policy Schedule.

Cover 1 insures loss or damage caused by certain events that are defined in the section.

Cover 2 insures all accidental loss or damage.

This section also provides you with a limited cover for your liability to people who are injured anywhere in the world. It does not however cover your liability to others when the occurrence arises from farm business. Liability arising from farm business is covered under the farm liability section.

### What we insure

We will cover you for loss or damage:

- (a) to home buildings and home contents which you have elected to insure, depending on the cover you have chosen
- (b) which occurs during the period of insurance.

We also provide a limited legal liability cover as set out under 'Your legal liability to others'.

### Cover options

You may choose to insure your home buildings and home contents in one of two ways:

Cover 1 insures loss or damage caused by certain events which are defined in this Section. We call these listed events.

Cover 2 insures loss or damage caused by any accidental loss or damage. It does not insure home buildings or home contents other than owner occupied dwellings.

The cover you have chosen is shown in the Policy Schedule.

## Who is covered under this section

The person whose name is set out in the schedule is insured. The following people are also insured, as long as they normally live with that person named in the 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.

In this policy all these people are called 'you' or 'your'.

## Words that have a special meaning in this Section

Words	Meanings
Your buildings	This is described under the heading 'What are your buildings'.
Your contents	This is described under the heading 'What are your contents'.
Occupied	Your buildings are occupied if they are furnished so that they are comfortably habitable and you or someone with your consent has resided in the buildings overnight.
Situation	This is the place where the buildings and/or contents are located and is shown on your current schedule. We will show this place on all schedules we give you.
Valuable items	This is explained under the headings "Valuable items" and 'What are valuable items'.

## Cover 1 – Listed events cover

### What is covered

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 you only cover your buildings, the cover provided under the policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the policy 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 in clause 'Cover for your contents away from your situation' of Cover option 1.

We will cover your buildings and your contents for loss or damage from 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 by any person who is living at the site unless there is evidence that your building has been entered forcibly and violently.
  - 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.
  - A washing machine or dishwasher.
  - An aquarium.
  - A waterbed.

We will also cover the 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 the defective item that caused the escape of liquid or liquid escaped from.

- 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, including 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 a 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.

- 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 or 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.
- If you have insured your contents, we will pay for storage charges necessarily and reasonably incurred to protect them from further loss or damage following a claim by fire, storm or rainwater.
- Storm, rainwater, hail, or wind. This includes storm, rainwater, hail or wind damage to gates, 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.
- Where water enters your buildings through an opening made for any building renovation or repair work.

We will not cover loss or damage by flood.

Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

- 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 listed events:
  - Storm, tsunami, rainwater, hail, snow or wind.
  - Earthquake.
  - Explosion.
  - Liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank apparatus or a drain.

### Cover for your contents in the open air at your situation

We will cover your contents while they are in the open air at your situation. Your contents are in the open air when they are not in a building that is fully enclosed. If they are damaged by storm, rainwater, wind or are stolen, we will pay up to \$5,000 in total.

This limit does not apply to any swimming pools, saunas or spas.

### Cover for your contents away from your situation

Your contents are covered while they are away from your situation, anywhere in Australia up to 180 consecutive days. Your contents are not insured if they:

- Are on the way to, or from, or in commercial storage, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Are in transit during a permanent removal, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Have been removed permanently from your situation other than:
  - Sporting equipment that is stored within a club room
  - Contents stored in a bank safe deposit box
  - Student's personal belongings including sporting equipment whilst you are away from home attending school, college or University.

We will only cover your contents for loss or damage as a result of storm, rainwater, wind or impact by a vehicle if they are:

- In a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, or
- Sporting equipment stored within a clubroom.

We will not cover your contents for loss or damage as a result of storm, rainwater, wind or impact by a vehicle if they are in a tent, vehicle, caravan, trailer, aircraft or watercraft.

We will not cover your contents for theft while they are away from your situation, unless:

- They are in a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, or
- The contents are sporting equipment stored within a clubroom.

We will pay up to 25 per cent in total of the contents sum insured shown on your schedule, subject to the limits set out in clause 'What are your contents'.

- The contents are your wallet, handbag or other personal items and you are robbed of these items anywhere in Australia by virtue of violent physical assault and when supported by a police report. The most we will pay for money is \$300, and up to \$800 in total.

## Section 1

The following contents items 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, surfboards, sail boards, surf skis and canoes.
- Goods that you use for earning your income.
- Office and surgery equipment that you use for earning your income.

### Moving your contents to a new situation

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 45 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.

You must tell us that you are permanently moving your contents to a new situation within 45 days from the day you first start to move.

### Additional benefits applicable only to Listed events cover

(see also Additional Benefits applicable to Listed events and Accidental damage covers)

#### Additional things we will pay for when you have insured your buildings – Listed events

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will only pay these costs when they relate to loss or damage from a listed event:

##### Forced Evacuation by Government Authority

If this policy insures the building that you let to tenants, and if your home cannot be lived in because a government authority prohibits you from using it, we pay any resultant rent lost. We pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred. The prohibition must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit, we do not pay for:

- a) loss of rent if the home has been untenanted for 30 consecutive days immediately before the loss
- (b) any rent lost outside the period of untenantability

(c) any rent lost later than 12 months after the damage occurs.

- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000.
- If any trees, plants, shrubs or lawns are damaged by an insured event other than storm we will pay to replace the trees, plants, shrubs or lawns, up to \$5,000 in any one period of insurance. We will pay up to \$1,000 for any one tree, plant or shrub. We will not pay for damage caused by a weather-related event.
- We will pay the cost of any damage caused to a television/radio antenna or mast. The most we will pay is \$1,000.
- We will pay to replace the Certificate of Title to your situation if it is destroyed or damaged. The most we will pay is \$2,000.
- We will pay to make modifications to your buildings if you are injured as a result of loss or damage to your buildings. We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia and the modifications are required for you to continue to live at the situation. The most we will pay is \$25,000.

#### Additional things we will pay for when you have insured your contents – Listed events

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will pay these costs when they relate to loss or damage from a listed event.

- If your freezer or refrigerator breaks down, we will pay for the loss of any frozen or refrigerated food. We also pay for loss of any frozen or refrigerated food caused by accidental damage to the freezer or refrigerator or by the failure of the electricity supply, or by contamination of any refrigerant or oil used in the refrigerator or freezer.
- If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged, we will regard that money or negotiable instrument as belonging to you. The most we will pay is \$1,000.

We will not pay if the money or negotiable instruments are already insured under another policy by someone other than you.

- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. The most we will pay is \$1,000.

- 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 costs when there is:

- A burglary.
- An attempted burglary.

We will not pay these costs when there is:

- A false alarm.
- No evidence of an attempted burglary.

The most we will pay is \$1,000.

- We will pay for aggravated theft of your wallet, handbag or other personal items if you are robbed of these items anywhere in Australia by virtue of violent physical assault and when supported by a police report. The most we will pay for cash or negotiables is \$300 up to a total \$800.

#### **Additional things we will pay for when you have insured your buildings and/or contents – Listed events**

If you have cover for your buildings or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event.

- We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to your buildings and contents by storm damage that we have agreed to cover. We will also pay for the removal of trees and branches from the situation if they have caused damage to landscaped gardens. We will also pay up to \$5,000 for each claim for the costs for removal and disposal of fallen trees and tree stumps incurred as a result of storm but we will not pay unless the costs exceed \$500.
- If you or a member of your family normally living with you dies as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to the estate of the deceased person.

The most we will pay in any one period of insurance is \$15,000 in total.

## **Cover 2 – Accidental damage cover**

### **What is covered**

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 you only cover your buildings, the cover provided under the policy for destruction, loss or damage does not apply to your contents.

If you only cover your contents, the cover provided under the policy 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 in clause 'Cover for your contents away from your situation' of Cover option 2.

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

- Landslide or subsidence. Cover only applies when the landslide or subsidence occurs within 72 hours after a direct result of one of the following:
  - Storm, tsunami, rainwater, hail, snow or wind.
  - Explosion.
  - Earthquake
  - 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.

- Burning out of an electric motor. 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.

### **What we will not pay for**

We will not cover your buildings and your contents for any accidental loss or accidental damage caused by:

- Landslide or subsidence except as detailed under 'What is covered' for Cover option 2.
- Settling, shrinkage or any movement of earth.
- Erosion.
- Water entering your buildings
  - through an opening made for any building, renovation or repair work.
  - because of a structural defect, faulty design or faulty workmanship when your buildings were constructed.
- Flood
 

Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.
- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- Rats, mice or insects.
- Roots from trees, plants, shrubs or grass.
- Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- A defect in an item, faulty workmanship, structural defects or faulty design.
- Malicious damage or vandalism by a tenant.
- Theft by a tenant.
- Deliberate or intentional acts by a tenant.
- Mechanical or electrical breakdown other than an electric motor burning out, unless the breakdown results in loss or damage to your buildings or contents.

### Cover for your contents away from your situation

Your contents are covered while they are away from your situation anywhere in Australia or New Zealand whilst temporarily removed, or in the rest of the world for up to 90 consecutive days.

Your contents are not covered if they:

- Are on the way to, or from, or in, commercial storage, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Are in transit during a permanent removal, unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.
- Have been removed permanently from your situation other than
  - Sporting equipment that is stored within a club room
  - Contents stored in a bank safe deposit box
  - Personal belongings including sporting equipment whilst you are away from home attending school, college or University.

The following contents items 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 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.
- Office and surgery equipment that you use for earning your income.

### Moving your contents to a new situation

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 45 days. This cover will commence from when you first start to move your contents to your new situation. We do not provide cover for your contents while they are being moved unless we have agreed to cover them under 'Additional things we will pay for when you have insured your contents'.

You must tell us that you are permanently moving your contents to a new situation within 45 days from the day you first start to move.

### Additional benefits applicable only to Accidental Damage cover

(see also Additional Benefits applicable to both Listed events and Accidental damage covers)

#### Additional things we will pay for when you have insured your buildings – Accidental damage

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy:

#### Forced Evacuation by Government Authority

If this policy insures the building that you let to tenants, and if your home cannot be lived in because a government authority prohibits you from using it, we pay any resultant rent lost. We pay up to a maximum of 20% of the sum insured for your home for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred. The prohibition must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

Under this additional benefit, we do not pay for:

- (a) loss of rent if the home has been untenanted for 60 consecutive days immediately before the loss
  - (b) any rent lost outside the period of untenantability
  - (c) any rent lost later than 12 months after the damage occurs.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings, is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do.
  - We will pay your legal costs to discharge your mortgage if your claim is for a total loss.

#### Additional things we will pay for when you have insured your contents – Accidental damage

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will pay these costs when they relate to loss or damage caused by or arising from accidental loss or accidental damage that is covered by this policy.

- If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged, we will regard that money or negotiable instrument as belonging to you. The most we will pay is \$1,500.

We will not pay if the money or negotiable instruments are already insured under another policy by someone other than you.
- If a key to an external door lock of your buildings, or a key to an external window lock of your buildings is stolen, or you have reason to believe that they have been duplicated, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do.
- 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 costs when there is:
  - A burglary.
  - An attempted burglary.

We will not pay these costs when there is:

- A false alarm.
- No evidence of an attempted burglary.

The most we will pay is \$2,000.

#### **Additional things we will pay for when you have insured your buildings and/or contents – Accidental Damage**

If you have cover for your buildings or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event.

- We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to your buildings and contents by storm damage that we have agreed to cover. We will also pay for the removal of trees and branches from the situation if they have caused damage to landscaped gardens. We will also pay up to \$5,000 for each claim for the costs for removal and disposal of fallen trees and tree stumps incurred as a result of storm but we will not pay unless the costs exceed \$500.
- If you or a member of your family normally living with you

- Dies, or
- Suffers paraplegia, quadriplegia or permanent total disablement

as a direct result of a physical injury caused by an accident within the buildings at the situation, we will pay \$15,000 to either

- The estate of the deceased person, or
- The person who suffered paraplegia, quadriplegia or permanent total disablement.

The most we will pay for all claims in any one period of insurance is \$15,000 in total.

- If you or a member of your family require counselling as a direct result of fire or theft at the situation, we will pay you up to \$1,000 for each claim for counselling. The most we will pay is \$1,000. 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).

#### **Additional Benefits applicable to both Listed events and Accidental Damage covers**

Additional things we will pay for when you have insured your buildings

If you have cover for your buildings, the following will be paid in addition to the sum insured as listed on your schedule.

We will only pay these costs when they relate to loss or damage caused by or arising from an event that is covered by this policy:

- If you are unable to live in your buildings after loss or damage has occurred, we will pay you to rent another property. We will pay an amount equal to the amount that

your buildings could have been rented out for each week if the loss or damage had not occurred.

We will also pay the costs of alternative accommodation for your pets, and additional living expenses up to \$1,000.

The most we will pay for these costs is 20 per cent of your buildings sum insured, as listed on your schedule.

We will reduce the amount we pay you, or stop paying you, if you:

- receive any payment for rent from another source, or
- do not need to rent another property, or
- are able to live in your buildings.

If your building is so damaged that it cannot be lived in by tenants, we will pay up to 20% of the sum insured for your building, for loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred.

- We will pay your legal costs to discharge your mortgage if your claim is for a total loss.
- We will pay the reasonable costs of demolishing, removing and disposing of any buildings debris when loss or damage occurs.
- We will pay the reasonable costs of architects, surveyors and engineers and also pay any legal fees that arise from reinstating your buildings when loss or damage occurs.
- If we agree to pay you for loss or damage to your buildings, we will increase your sum insured for your buildings by 0.4% of 1% of the sum insured shown on your current Policy schedule per month since you took out your policy or last renewed it until the next renewal date.
- 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 your buildings will end, however liability cover will remain in force until the expiry date of the policy.
- We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the buildings at the situation. We will not pay any costs which resulted from any notice which a statutory authority served on you before loss or damage to your buildings occurred. The most we will pay in any one period of insurance is \$25,000.
- If any trees, plants, shrubs or lawns are damaged by accidental damage that is insured by this policy, other than storm, we will pay to replace the trees, plants, shrubs or lawns. We will not pay for damage caused by a weather-related event.
- If you have cover for your buildings and you have entered a contract to sell your home, we will extend cover under the policy to the purchaser from when the purchaser becomes liable for any damage to the home until the contract is settled or terminated, or until the purchaser insures the home, whichever happens first.

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

If you have cover for your contents, the following will be paid in addition to the sum insured as listed on your schedule. We will only pay these costs when they relate to loss or damage caused by or arising from an event that is covered by this policy .

- 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 on the documents.
- If any of your credit, debit or stored value cards are misused after they are stolen, or are used fraudulently on the internet, we will pay up to \$5,000 in total to the financial institutions that issued them. We will only pay if you complied with the terms on which the credit cards were issued.
- We will pay the reasonable costs of alternative accommodation and additional living expenses up to \$1,000. The most we will pay for these costs is 20 per cent of your contents sum insured as listed on your schedule. We will only pay for these costs when, and only for the period for which, you are unable to live at your situation after loss or damage has occurred.

We will reduce this payment, or stop paying you, if:

- We pay you for rent following damage to your buildings.
- You receive any payment for rent or accommodation from another source.
- You do not need to pay for alternative accommodation.
- If you are unable to live at your situation after loss or damage has occurred, we will pay the reasonable costs to remove and store your contents while your situation is being repaired. We will pay this for up to 12 months. We will also cover your contents while they are in storage. We will only pay for this when you are unable to live at your situation.
- If guests, employees, exchange students or visitors to your situation bring their own contents with them, we will regard those contents as belonging to you. The most we will pay is \$5,000 if these contents are lost or damaged. This cover is subject to the list of contents items and limits shown under the heading 'What are your contents'. We will not pay if these contents are already insured under another policy by someone other than you.
- 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.

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.

We will not cover jewellery, money or negotiable instruments.

- We will cover your contents for loss or damage while they are being transported by a vehicle to your situation, or to a commercial storage facility within Australia, up to the contents sum insured as shown on your schedule, during your period of insurance.

We will only cover your contents if there is a theft following violent or forcible entry, or loss or damage occurs as a result of fire, collision or overturning of the vehicle that is transporting your contents.

We will not cover loss or damage:

- To glassware, crystal, crockery mirrors or china, or
- Caused by denting, scratching, chipping or bruising.
- We will pay the reasonable costs of removing any contents debris when loss or damage occurs.
- If we agree to pay you for loss or damage to your contents, we will increase your sum insured for your contents by 0.4% of 1% of the sum insured shown on your current Policy schedule per month since you took out your policy or last renewed it until the next renewal date.
- 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 end.

### Additional things we will pay for when you have insured your buildings and/or contents

If you have cover for your buildings or contents, or both, the following will be paid in addition to the sum insured. If you have insured your buildings and contents, we will only pay once for an event

- 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 most we will pay during any one period of insurance is \$5,000.

We will not pay claims for:

- Any audit that relates to a criminal prosecution.
- Fees where the final assessment of your taxable income for the period being audited is 20 per cent, or more, higher than your original declaration.
- Fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation.
- Any fines, penalties or adjustments of taxation.
- We will pay up to \$500 for the reasonable costs you have to pay the fire brigade or a similar authorised organisation to attend and protect your buildings or contents against an actual fire or other emergency.
- 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. The denial must be as a direct result of damage to neighbouring premises that would be classed as insured

damage under this Policy. We will not cover loss due to cancellation of a lease or agreement.

- We will pay reasonable expenses to protect your buildings or contents from further damage following damage we have agreed to cover.
- We will pay up to \$500 for veterinary expenses if your pet is injured or killed as a result of a road accident, lightning, earthquake, burglary or attempted burglary.
- We will pay legal costs and expenses you are liable to pay following legal proceedings brought by you, or against you, in Australia.

You must advise us of any legal proceedings brought by you, or against you. We will only pay claims notified to us during the period of insurance shown on your current schedule. We will only pay the legal costs and expenses incurred with our prior written consent. The most we will pay during any one period of insurance is \$5,000.

We will not pay legal costs and expenses relating to:

- Spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes.
- Claims for death, bodily injury to, or disease of, any person.
- Claims where cover is available under a standard form of motor vehicle, homeowners or householders, motorcycle, caravan or boat insurance.
- Any criminal charge or prosecution brought against you.
- Any alleged or actual road traffic offence or boating offence committed by you.
- Any matter arising out of your business or profession or the conduct of any activity carried on by you or your family for reward except letting the home for domestic purposes or babysitting on a casual basis.
- Any matter arising out of an incident where there is insurance required by law that provides for your liability, or it was available to you, and you did not take it out.
- Any award of damages made against you.
- Any penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

### What are your buildings

- Residential buildings you live in including any professional offices or surgeries in those buildings.
- Domestic outbuildings.
- Fixed coverings to walls, floors and ceilings. These do not include fixed carpets, curtains or internal blinds unless you are the contracting seller or purchaser in which case these items will be deemed buildings until settlement, or, unless you regularly lease out the home on an unfurnished basis .

- Infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone.
- Items built in, or fixed to, or on, the buildings.
- Blinds or awnings on the outside of the buildings.
- Landscaping, paved terraces, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the site.
- Jetties, wharfs, pontoons and moorings used for domestic purposes only.
- Anything permanently built, permanently constructed or permanently installed on your property for domestic purposes, including in ground swimming pools.

### What are not your buildings

- Property that a tenant is liable for under the terms of a rental agreement.
- Plants, shrubs, trees or grass except as provided for under 'Additional things we will pay for when you have insured your buildings'.

### What are your contents

- Household goods that are not used for earning income.
- Goods that you use for earning your income while they are at your situation. You would normally receive a taxation deduction for these. We will pay up to \$5,000 in total for these items. This does not include office and surgery equipment.
- Office and surgery equipment that you use for earning your income while it is at your situation. You would normally receive a taxation deduction for these.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.
- Portable domestic appliances that are not built in.
- Swimming pools, saunas and spas that are not permanently installed.
- Accessories for any swimming pools, saunas or spas.
- Clothing and personal effects.
- In relation to the following three items;
  - Jewellery and watches.
  - Items that contain gold or silver (this does not include items thinly covered with gold or silver).
  - Collections of stamps, money or medals -

we will pay up to 25 per cent in total of the contents sum insured listed on your schedule for the above three items. The most we will pay for any one item, pair, set, collection or system of valuable items is \$10,000.

You can increase the maximum amount that we will pay for these three items by specifying them as contents or increase the maximum amount that we will pay for these three items and obtain cover away from the situation by insuring these items under specified valuables under section 2.

- Items thinly covered with gold or silver that are not jewellery or watches.
- Paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art.
- Projectors and screens.
- Equipment for developing and enlarging photographs.
- Processed film, slides and prints. We will only pay the value of these items as unprocessed material, and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event.
- Tapes, cassettes, cartridges and discs, including computer software. We will only pay the value of these items when blank, unless they were pre-recorded when you purchased them.
- Data stored on any computer, computer disk or computer tape (including the cost of restoring the data). We will pay up to \$2,000 in total for this.
- Money and negotiable instruments. We will pay up to \$1,500 in total for these.
- Accessories, spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft and 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, mini-bikes, caravans, trailers or watercraft. We will pay up to \$2,000 in total for these items.
- Landlords' fixtures and fittings that you are liable for under the terms of a rental agreement. We will not cover these fixtures and fittings if the body corporate has insured them.
- Fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has insured them.
- Watercraft no more than four metres long and which do not require registration under state or territory legislation.
- Motorised golf buggies, ride-on mowers, wheelchairs and motorcycles up to 125cc engine capacity and which do not require registration.
- Surfboards, sailboards, surf skis and canoes.
- Special contents which are listed on your schedule.

### What are not your contents

- Unset precious and semi-precious stones
- Plants and trees growing outdoors. This does not include plants and trees growing in pots or tubs.
- Animals, including birds and fish.
- Pedal cycles while they are in use for competitive racing or pacemaking.
- Equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income.

- Sporting equipment while it is being used
- Motorcycles requiring registration.
- Motor vehicles, motorcycles exceeding 125cc engine capacity, motorised go-karts, caravans, trailers or aircraft other than model or toy aircraft.
- Motorcycles while they are used for competitive racing or pacemaking
- Watercraft more than four metres long.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal Water Craft (for example, Jet skis).

### Paying claims

#### Excesses that apply when you make a claim

An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim.

In most instances you can select, at the time of your enquiry or application for insurance, the amount of the excess you wish to pay should you make a claim. When you select a higher excess amount we will normally reduce the amount of the premium you will have to pay.

We take into consideration a number of factors in setting the amount of the excess. These include factors relating to the type of property being insured, where the property is located, the type of construction and your previous insurance and claims history.

At the time of your enquiry or application for insurance, the amount of the excess will be advised to you.

For each claim for your buildings and your contents, we will reduce the amount we pay you for your claim by the amount of the excess. The amount of your excess is shown on your schedule.

Your excess will be the greater of \$200 or the excess shown on your Schedule for any claim for loss or damage arising from an earthquake or tsunami. This loss or damage must occur within 72 hours of the earthquake.

When a claim is paid for loss or damage to your buildings and your contents, the excess amount will only be applied once. You will not be required to pay any excess in the event that your buildings or contents are a total loss..

When a claim is paid under 'Additional things we will pay for when you have insured your buildings' only, or 'Additional things we will pay for when you have insured your contents' only, your excess will not apply.

#### The most we will pay for your buildings or your contents

The most we will pay for any claim for your buildings or your contents is the sum insured shown on your schedule. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents', or 'Additional things we will pay for when you have insured your buildings and/or your contents'.

There are some contents items that we will only cover up to a certain amount. See 'What are your contents' for details of these contents items and the amounts we will pay.

### How we pay a claim for your buildings

When loss or damage occurs to your buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any additional costs required for your buildings to comply with government or local authority bylaws. We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the loss or damage occurred.

Rebuilding or repairing your buildings must commence within six months of the loss or damage occurring. If it does not commence within six months of the damage occurring, (or any other period which we agree with you in writing) you may have to pay any increase in cost caused by your delay.

We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the damage occurred.

We will try to match any material used to repair your buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials. We will not pay any costs for replacing undamaged property.

However, if:

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the damage occurring, and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced, then we will replace both the damaged and undamaged material.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair your buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

### How we pay a claim for your contents

When loss or damage occurs to any contents item, we will do one of the following:

- Replace the item with the nearest equivalent new item.
- Repair the item to the condition it was in when new.
- Pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for the cost of replacement for:

- Carpets;
- Wall, floor and ceiling coverings; and
- Internal blinds and curtains

only in the room, hall or passage where the loss or damage occurred.

When an item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

## Your liability cover

### What you are covered for

- If your policy covers your buildings, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- the death of, or personal injury to, any person,
- the loss of, or damage to, property,

resulting from an occurrence during the period of insurance arising out of the ownership of your buildings or occupancy of your buildings.

For this liability cover only your buildings include - land, trees, shrubs and other plant life.

- If your policy covers your contents and you live in a rented building, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- the death of, or personal injury to, any person,
- the loss of, or damage to, property,

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the building. This does not include any amount you have to pay because you are the owner of your buildings.

- If your policy covers your contents and you own part of a building that is a strata titled residence, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- the death of, or personal injury to, any person,
- the loss of, or damage to, property

resulting from an occurrence during the period of insurance arising out of the ownership of your contents or occupancy of the part of the building you own.

- If your policy covers your contents,, we will cover you against any claim for compensation or expenses which you become legally liable to pay for:

- the death of, or personal injury to, any person,
- the loss of, or damage to, property,

resulting from an occurrence during the period of insurance anywhere in the world. This does not include any amount you have to pay because you are the owner or occupier of your buildings.

### Definitions for your liability cover

'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, or
- 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 care, loss of services and/or resultant death.

'Damage to property' means physical injury to or destruction of tangible property, including the loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits and similar instruments but does not include the value represented by such instruments.

An 'occurrence' includes continuous or repeated exposure to substantially the same general conditions. We regard all death, personal injury or loss or damage to property arising from one original source or cause as one occurrence.

### Limit of your liability cover

The most we will cover for any liability claim is the amount shown on your Policy Schedule for any one occurrence.

We do not pay more than this amount in total under all policies we have issued to you which cover the same liability.

### Additional Benefits

If your policy covers your buildings or contents, or both at your primary residence, your liability cover includes the following additional benefits:

#### Defence costs

In addition to the limit of your liability cover, if we agree 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.

#### Expenses incurred in attending court

In addition to the limit of your liability cover, we will reimburse you for reasonable expenses incurred in attending court in relation to a liability claim covered by this policy at our request up to \$250 per day but excluding the first day, and up to a total of \$5,000 in any one period of insurance for proven income loss. We will only reimburse income loss for days on which you are not able to conduct any income-earning activity whatsoever.

If you are

- self employed or a working director, then 'income' means the gross daily income from such personal exertion after allowing for the costs and expenses incurred in deriving that income,

- an employee, then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commissions or allowances.

In each case the amount of your income will be averaged over the twelve months immediately preceding our request or such shorter period during which you have been so engaged. You must provide any documentation, records, correspondence or other information that we request in support of any claim for lost income.

### Motor vehicle liability

We will cover you against any claim for compensation or expenses which you become legally liable to pay resulting from an occurrence that occurs during your period of insurance for:

- the death of, or personal injury to, any person,
- the loss of or damage to property,

arising from the ownership, custody, or use of any vehicle not required to be registered by law including:

- Motor cycles up to 125 cc capacity
- Mobility scooters
- Golf buggies
- Ride on mowers
- Any motorised wheelchair
- Any domestic trailer not attached to any vehicle.

We also insure you against any claims for compensation or expenses you become legally liable to pay for:

- the death of, or personal injury to, any person caused by you solely as a result of you being a passenger in a registered vehicle if the occurrence causing the death or personal injury occurs during your period of insurance.
- the death of, or personal injury to, any person arising from the ownership, custody, or use of any registered vehicle if the occurrence causing the death or personal injury takes place at the situation and occurs during your period of insurance.

The most we will pay for all claims arising out of any one occurrence under this additional benefit is the limit of liability cover shown on the Policy Schedule.

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

We do not cover you

- if you are entitled to be wholly or partly insured by any compulsory statutory insurance or accident compensation scheme, or would have been, but for failure to register the vehicle or to apply for cover under the insurance or scheme or to comply with a term or condition of the insurance or scheme;
- if you are entitled to be wholly or partly protected by any other policy of insurance which specifically covers compulsory third party motor vehicle liability.

### Committee members/sporting or social clubs/community organisations

We cover you for any claim made against you for compensation or expenses which you become legally liable in Australia to pay following an alleged or actual act or omission. We will only pay for your liability in connection with your position as a committee member of a sporting or social club or community organisation. We will not cover you if you receive more than \$1,000 per year for holding this position.

The claim must be made against you within the period of insurance stated in the schedule. The most we will pay under this additional benefit, including legal costs, during any one period of insurance, is \$10,000.

### What you are not covered for

These exclusions apply to your liability cover and additional benefits.

We will not cover any liability arising from:

- Use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however we will cover liability that:
  - arises from the ownership, custody or use of any:
    - (i) Model or toy aircraft.
    - (ii) Surfboard, sailboard or surf ski.
    - (iii) Watercraft no more than four metres long and that do not require registration under state or territory legislation. However, we will not cover any liability arising from Personal Water Craft (for example, Jet skis).
  - we cover under 'Additional benefits - Motor vehicle liability'.
- Use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle.
- Any agreement or contract you enter into. We will pay for your liability if you would have been liable without the agreement or contract.
- Directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos
- Gaining a personal profit or advantage that is illegal.
- A conflict of duty or interest.
- Any act or omission that is dishonest, fraudulent, criminal, wilful or malicious.
- Any loss that can be reimbursed by your sporting or social club or community organisation.
- Any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy.
- Any disease that is transmitted by you, or any member of your family who normally lives with you.
- Any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club/community organisations provided that you do not receive more than \$1,000 per year for holding this position.

This also does not include letting the home for domestic purposes or babysitting on a casual basis.

Babysitting is not considered to be on a casual basis if:

- the babysitting is not of a casual nature
- any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
- the income derived from the babysitting is the primary or only source of the household's income
- there is a registered business associated with the babysitting.

We will not cover any:

- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.
- Personal injury to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Personal injury to any person you employ and that injury arises from their employment with you.
- Damage to or loss of property that belongs to you, or any member of your family who normally lives with you, or any other person who normally lives with you.
- Damage to or loss of property that belongs to any person you employ and that damage or loss arises from their employment with you.
- Alterations, repairs, renovations or additions to your buildings that cost more than \$100,000.

The exclusions that apply to Section 1 and Section 2 also apply to your liability cover and additional benefits.

### Optional clauses

If any of the following clauses is shown on your Policy Schedule, we have agreed to insure your home buildings and home contents only if the following burglary protection devices are installed.

- |     |  |
|-----|--|
| TDL | <ul style="list-style-type: none"> <li>• key operated deadlocks on all external doors</li> </ul>   |
| TH1 | <ul style="list-style-type: none"> <li>• key operated deadlocks on all external doors</li> <li>• suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows</li> </ul>  |
| TH2 | <ul style="list-style-type: none"> <li>• key operated deadlocks on all external doors</li> <li>• suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows</li> <li>• bars on all louvre windows</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• key operated deadlocks on all external doors</li> <li>• a professionally installed alarm covering all external doors and windows</li> </ul> |
| TH3 | <ul style="list-style-type: none"> <li>• key operated deadlocks on all external doors</li> <li>• suitable key operated locking devices on all external windows or bars or security screens on all ground floor windows</li> </ul>  |

- bars on all louvre windows
- a professionally installed alarm covering all external doors and windows

OR

- key operated deadlocks on all external doors
- a professionally installed and monitored alarm covering all external doors and windows

- TH4
- key operated deadlocks on all external doors
  - suitable key operated locking devices on all external windows
  - bars on all louvre windows
  - a professionally installed and monitored alarm covering all external doors and windows

- TH5
- key operated deadlocks on all external doors
  - a professionally installed alarm covering all external doors and windows

- TH6
- key operated deadlocks on all external doors
  - a professionally installed and monitored alarm covering all external doors and windows.

If any of these devices is removed altered or left inoperative while you are absent from the farm, without our prior consent, we have the right to decline or reduce a claim to which this action contributes.

### Options you can choose for additional premium

The following Options may be obtained on application, and for an additional premium:

1. Pairs and Sets
2. Flood
3. Valuables
4. Domestic Workers Compensation

#### 1. Pairs and Sets

If you have selected and paid for this option it will be shown on your Policy Schedule.

In the event of a total loss of any article or articles which are part of a pair or set, we agree to pay you – at your option, exercisable after the loss – the full amount of the value of such pair or set, and you agree to surrender the remaining article or articles of the pair or set to us.

#### 2. Flood

If you have selected and paid for this option it will be shown on your Policy Schedule. We cover you for physical loss, destruction or damage caused directly by flood to your home, contents (if you have insured them).

Flood is the covering of normally dry land by water escaping or released from the normal confines of a watercourse or lake, whether or not it is altered or modified. Flood also includes water escaping from the confines of any reservoir, channel, canal or dam.

### 3. Valuables – cover is provided under Section 2

This section of the policy only applies when your schedule shows that you have requested cover for valuable items.

The coverage options vary according to whether you have selected Listed Events or Accidental Damage cover for your contents.

If you have selected cover Option 1 – Listed events, you can choose to insure your valuables as either:

- unspecified valuables, or
- specified valuables.

Your valuable items are covered for accidental loss or accidental damage, 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 90 consecutive days after you leave Australia.

If you have selected cover Option 2 – Accidental Damage, your contents are automatically covered whilst temporarily removed in accordance with clause ‘Cover for your contents away from your situation’ however limits apply. If cover for higher amounts is required please select this cover and fully insure your specified valuables. The ‘unspecified valuables’ option is not applicable if you have selected cover option 2.

Details of the items that can be insured, what we will not pay, how we will pay a claim and cover limits are set out in Section 2 – ‘Valuables’

### 4. Domestic Workers Compensation

(applicable only in States or Territories where Domestic Workers Compensation can be offered in conjunction with a Home and Contents policy.)

This section of the policy only applies when your schedule shows that you have cover for workers’ compensation. If you have employees, in some circumstances workers’ compensation cover is compulsory.

If you are unsure, check with your local Workers’ Compensation Authority.

We will pay the amount you are liable to pay if a person you employ is injured while working for you.

We will only pay if the person is doing domestic work for you. We will not pay if the person is working for you in your business, profession, trade or occupation.

The amount we will pay is subject to the relevant workers’ compensation legislation in your state or territory.

### Exclusions which apply to this Section

(There are also general exclusions that apply to all sections of this Policy)

We will not pay claims for loss, damage or liability arising from:

- Lawful destruction or confiscation of your property.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.

- Mould or fungi.
- Damage, loss or injury that you or anyone acting for you deliberately caused.
- Flood (unless you have selected and paid for the option to be covered by flood and it is shown on your schedule), storm surge, the action of the sea, tidal wave, high water, or erosion.
- Landslide or subsidence except as detailed under 'What is covered' for Cover options 1 and 2.
- Any event that does not occur within the period of insurance.

### Policy Conditions which apply to this Section

(There are also general conditions that apply to all sections of this Policy)

#### When your cover does not apply

Your cover for your buildings and contents will not apply if, for a continuous period of 90 days or more, no one has occupied your buildings, unless the loss or damage results from lightning, thunderbolt or earthquake.

## Section 2: Valuables

This section of the policy only applies when your schedule shows that you have requested cover for valuable items.

Valuables Option (A) will operate if your contents are covered for Listed Events (Cover option 1).

Valuables Option (B) will operate if your contents are covered for Accidental Damage (Cover option 2).

### Valuables Option (A) – when Section 1 Listed Events (Cover option 1) applies

You can choose to insure your valuables as either:

- unspecified valuables, or
- specified valuables.

Your Policy Schedule indicates whether you have selected unspecified valuables or specified valuables. You can select unspecified valuables without having to specify individual items. If you select unspecified valuables, you are required to nominate a total unspecified valuables sum insured

If you select specified valuables, then you must specify each item you wish to insure as a specified valuable and provide valuations and/or receipts, unless we tell you that a valuation is not required.

#### What are valuable items

- Jewellery and watches.
- Items that contain gold or silver (this does not include items thinly covered with gold or silver).
- Collections of stamps, money or medals.
- sporting equipment and tools, except while in use or play
- camping equipment, back packs and sleeping bags

- photographic equipment including video equipment
- musical equipment not used for earning income
- battery operated sound equipment
- binoculars and telescopes
- clothing
- wheel chairs, crutches and walking sticks, motorised golf carts and ride on mowers, none of which require registration
- prams or strollers
- luggage
- bicycles
- personal mobile cellular phones, portable computers
- surfboards, windsurfers, surf-skis and other watercraft that are less than 4 metres and do not require registration under state or territory legislation
- hearing aids, contact lenses, eye-glasses
- other personal belongings specifically designed to be worn or carried on the person.
- Special valuable and personal items which are listed on your schedule.

#### What are not valuable items

- Unset precious and semi-precious stones.
- Items thinly covered with gold or silver.
- Motor vehicles, motorcycles, caravans, trailers, aircraft or accessories or spare parts of any of these items.
- Watercraft less than four metres long that require registration under state or territory legislation.
- Personal Water Craft (for example, Jet skis).

#### Limit for valuable items

The most we will pay for any one item, pair, set, collection or system is \$5,000 for valuable items or the total unspecified valuables sum insured, whichever is the lesser.

You can insure items, pairs, sets, collections or systems that are worth more than the above limits for their actual value as 'special valuable' items.

To do this you must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

### Valuables Option (B) – when Section 1 Accidental Damage (Cover option 2) applies

Contents are automatically covered whilst temporarily removed in accordance with 'Cover for your contents away from your situation' in cover option 2 (Accidental Damage) however limits apply. If cover for higher amounts is required please select this cover.

### What are valuable items

Special valuable and personal items which are listed on your schedule, including;

- Jewellery and watches.
- Items that contain gold or silver (but not items thinly covered with gold or silver).
- Collections of stamps, money or medals.

### What are not valuable items

- Motor vehicles, motorcycles, mini-bikes, caravans, trailers, aircraft, or 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 Water Craft (for example, Jet skis).

### Limit for valuable items

You must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

### Additional clauses applicable to Valuables cover options (a) and (b)

#### When we will pay

Your valuable items are covered for accidental loss or accidental 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 90 consecutive days after you leave Australia.

#### When we will not pay

We will not pay if the accidental loss or accidental damage is caused by the following:

- Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- A defect in the item.
- Rats, mice or insects.
- Processes of cleaning involving the use of chemicals other than domestic household chemicals.
- Mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

### Paying claims

#### How we pay a claim for a valuable item

When accidental loss or accidental damage occurs to a valuable item, we will do one of the following:

- Replace the item with the nearest equivalent new item.
- Repair the item to the condition it was in when new.
- Pay you the cost of replacement or repair.

We decide which one we will do.

When a valuable item is part of a pair, set, system or collection, we will only pay the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

We will reduce any payment for loss of, or damage to, an item under this section by the amount we pay you for the same item under your contents cover.

### Exclusions which apply to this Section

(There are also general exclusions that apply to all sections of this Policy)

We will not pay claims for loss, damage or liability arising from:

- Lawful destruction or confiscation of your property.
- Damage to a heating element. We will pay for any resultant damage following damage to a heating element.
- Mildew, atmospheric or climatic conditions.
- Mould or fungi.
- Damage, loss or injury that you or anyone acting for you deliberately caused.
- Flood, storm surge, the action of the sea, tidal wave, high water, or erosion.
- Landslide or subsidence except as detailed under 'What is covered' for Cover options 1 and 2.
- Any event that does not occur within the period of insurance.

### Policy Conditions which apply to this Section

(There are also general conditions that apply to all sections of this Policy)

#### When your cover does not apply

Your cover for your valuable items will not apply if, for a continuous period of 90 days or more, no one has occupied your buildings, unless the loss or damage results from lightning, thunderbolt or earthquake.

## Section 3: Farm Property

This section covers loss or damage to your farm property caused by certain insured events. It also provides some additional benefits such as the cost of:

- extinguishing fires
- neighbours fire fighting equipment
- legal costs of discharging your mortgage if a claim is settled for a total loss
- farm planning
- rewriting records
- overtime rates
- the cost of finding the source of damage.

We only cover farm property that you have asked us to insure on your application. You must include details of all farm property that you want to insure on the application, or contact us at any time if you want to add other farm property.

If you have chosen this cover, it will be shown in your Policy Schedule.

### What you are covered for

If you choose this cover, we will pay for loss or damage which occurs to your farm property as a result of the insured events listed in the left column of this table.

We will not pay for the loss or damage described in the right column of this table (or any loss or damage which is otherwise excluded under this section or the Policy).

Insured events	We will not pay for
Fire or Explosion	Loss or damage to any item caused by: <ul style="list-style-type: none"> <li>• the deliberate application of heat</li> <li>• scorching, melting or charring unless by a visible flame.</li> </ul>
Storm or rainwater	Loss or damage caused by: <ul style="list-style-type: none"> <li>• storm, rainwater or wind to trees shrubs or plants</li> <li>• flood</li> <li>• the action of the sea, high water, tidal wave, tsunami</li> <li>• water seeping through a wall or floor</li> <li>• mildew, algae</li> <li>• atmospheric or climatic conditions other than storm</li> <li>• water entering the home buildings through an opening made for the purpose of alterations, additions, renovations or repair.</li> </ul> Loss or damage to hail nets or shade cloth.
Lightning or thunderbolt	Loss or damage caused by fluctuations in the power supply unless there is evidence of a lightning strike.
Earthquake All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one insured event.	The first \$200 for earthquake damage or the excess amount shown in your Policy Schedule whichever is greater.
Vandalism	Loss or damage intentionally caused by: <ul style="list-style-type: none"> <li>• you, your family or your family's visitors</li> <li>• a tenant or tenant's visitors or family.</li> </ul>
Riot or civil commotion	

### What we insure

We will cover you for loss or damage:

- to the items of farm property that you have chosen to insure
- which is caused by any of the insured events listed in this section (unless the cover is limited to one or more insured event)
- during the period of insurance.

Mobile machines are only insured for loss or damage caused by fire and vandalism except as provided for under the storm or rainwater insured event.

The items of farm property that you have chosen to insure are shown in your Policy Schedule.

## Section 3

Insured events	We will not pay for
<p>Bursting, leaking, discharging or overflowing of fixed basins, shower bases or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind.</p> <p>If we accept a claim because damage has occurred as a direct result of the liquid escaping, we will also pay the reasonable costs of locating the cause of the damage and the costs of reinstating the property damaged or disturbed in the course of work.</p>	<p>Loss or damage which:</p> <ul style="list-style-type: none"> <li>occurs gradually over time</li> <li>results from water escaping from a shower base not fitted with a tray or water proof membrane</li> <li>is caused by the porous condition of any tiles, grouting or sealant.</li> </ul> <p>Repair or replacement of the apparatus tank or pipe itself.</p>
<p>Impact by:</p> <ul style="list-style-type: none"> <li>a vehicle, an aircraft or a watercraft</li> <li>space debris or debris from an aircraft</li> <li>an animal</li> <li>a falling tree or part of a tree</li> <li>a mast or a television or radio aerial that has broken or collapsed.</li> </ul>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>an animal kept on the farm</li> <li>felling or lopping trees on the farm</li> <li>rodents, vermin, birds or insects gnawing, chewing, pecking, clawing, scratching or in any way polluting or contaminating your farm property.</li> </ul>
Breakage of fixed glass in farm buildings	Breakage of glass in any glasshouse or greenhouse.
Action of a civil authority in attempting to prevent the spread of fire	

### What we will pay

If you choose Farm Property cover, we will pay the amounts listed in the following table.

Type of cover	What we will pay
Loss or damage at the farm	<p>Loss or damage that occurs at the farm (including farm property temporarily removed from the farm):</p> <ul style="list-style-type: none"> <li>for farm contents that are less than 10 years of age, farm buildings, fencing and power and telephone poles and wiring, we will pay the replacement cost or the indemnity value depending on which you have selected</li> </ul> <p>See 'Conditions which apply to this section' if you have chosen to insure your farm buildings for replacement cost</p> <ul style="list-style-type: none"> <li>for farm contents that are more than 10 years of age, farm produce and hay, we will pay the indemnity value.</li> <li>for mobile farm machinery, we will pay the market value</li> <li>for the cost of removal, disposal, cleaning up or storage of debris or demolition, dismantling, shoring up or any temporary repairs to any item of farm property, we will pay up to 10% of the sum insured for the damaged item</li> <li>for the cost of surveying, legal and other fees incurred in repairing or reinstating a farm building, we will pay up to 10% of the sum insured applicable to the damaged farm building</li> <li>for fencing, we will pay the cost of the materials which are lost or damaged and the cost of labour required to repair or replace the fencing. We will not pay the cost of labour when material only cover is selected.</li> </ul>
Temporary repairs	We will pay the cost of temporary repairs for the purpose of securing the farm buildings and safeguarding farm property from further loss.
Damage during alterations and additions	<p>If loss or damage occurs to any farm building while you are undertaking any alterations or additions to it which cost less than \$50,000 we will pay up to the cost of those alterations or additions even if you have not told us about the alterations or additions.</p> <p>You must tell us when the alterations and additions are completed. We will then increase the sum insured for that farm building. You must pay us an additional premium.</p> <p>If the alterations or additions cost more than \$50,000 we do not cover the farm building concerned while they are taking place. To obtain cover for the farm building, you must tell us about the alterations or additions before they commence. We will then increase the sum insured for that farm building. You must pay us an additional premium.</p> <p>In any event, we will not pay for damage caused by storm, rainwater, water damage, theft or vandalism which occurs during repair renovation or alteration to the external walls or roofing of the farm buildings unless you obtain our written agreement to cover these risks before the building work commences.</p>

Type of cover	What we will pay
Loss or damage during temporary removal	<p>Loss or damage to any item of farm contents, mobile farm machinery or fixtures and fittings of farm buildings while it is temporarily removed anywhere in Australia other than the farm including during transit by road rail or inland waterways:</p> <ul style="list-style-type: none"> <li>for farm contents, we will pay up to 20% of the farm contents sum insured</li> <li>for mobile farm machinery, we will pay the indemnity value of the item which has been temporarily removed, and</li> <li>for fixtures and fittings of farm buildings, we will pay up to 10% of the sum insured for the farm building from which they have been removed.</li> </ul> <p>We will NOT pay for:</p> <ul style="list-style-type: none"> <li>any item which has been removed from the farm for more than 90 days, or</li> <li>water damage to any item while it is in the open air.</li> </ul>
Replanting trees	<p>If trees on the farm are damaged by fire, we will automatically pay \$,1000 for the cost of removing damaged trees, ground preparation and planting of seedlings.</p> <p>If you elect to insure farm trees for more than \$1,000 we will pay up to the sum insured for farm trees stated in your Policy Schedule.</p> <p>Note: This cover only applies to damage to farm trees by fire.</p>
Hay	<p>If you have chosen to insure hay while it is stacked, baled, rolled or stoked, we will pay the indemnity value in respect of loss or damage.</p>

### Additional benefits

In addition to the farm property cover payable under this section, we will also pay the following benefits.

#### Livestock

Up to \$2,500 in all or \$1,000 for any one animal or bird, and:

- the cost of humane slaughter provided this is certified as necessary by a fully qualified veterinary doctor
- for death of livestock caused by:
  - fire, lightning, explosion or earthquake
  - impact by:
    - any vehicle, or
    - aircraft or articles dropped from them.

We will NOT pay for:

- any veterinary fees or costs of medication whether death ensues or not
- death of livestock which are in transit by road, rail, air or on any watercraft other than as provided for in the 'Loss or damage in transit' benefit.

If you intend to make a claim made under this clause for the death of any livestock, you must notify us of the death immediately it occurs. If we choose, we may have a post mortem examination carried out by a veterinary doctor of our choice at our expense.

#### Loss or damage in transit

We will pay \$1,000 for any one item or animal and \$2,500 in total for loss or damage to farm contents, farm produce or death of livestock while in transit to or from the farm specified in your Policy Schedule as a result of fire, flood, collision or overturning of the conveying vehicle.

We will NOT pay for loss or damage to:

- any farm contents, farm produce or livestock which is not owned by you, or

- any farm contents, farm produce or livestock being carried in a vehicle which you do not own or in a trailer being towed by a vehicle which you do not own.

#### Theft of farm contents

If loss or damage to farm contents occurs as a result of theft or attempted theft while at the farm,, we will pay:

- the market value up to \$1,000 for any one item and \$2,500 in total for all items which are stolen, but at our option we may replace the stolen items and
- the reasonable cost of:
  - repair of any damage to any farm buildings
  - temporary repairs or boarding up of any farm buildings before final repair is commenced, and
  - replacing keys and locks if keys are stolen or there are reasonable grounds for believing keys have been taken or copied

which are reasonably required as a result of the theft or attempted theft.

For theft from an auctioneer's store (following actual forcible entry into that store) of farm contents which are owned by you and have not been sold by the auctioneer at the time of the theft, we will pay you the market value up to \$1,000 for any one item and \$2,500 in total for all items which are stolen, but at our option we may replace the stolen items.

We will NOT pay for loss or damage arising out of theft or attempted theft:

- committed by:
  - you or your family
  - residents paying guests or visitors to the farm
  - your employees
  - contractors, sub contractors or any other person while lawfully on the farm.
- of grains, seeds, hay, plants or crops of any kind

## Section 3

- (c) of money or loss resulting from the dishonouring of a cheque or negotiable instrument which was given to you in connection with the farm
- (d) of home contents
- (e) of motor vehicles, motor cycles, mobile farm machinery, aircraft, watercraft or any of their accessories
- (f) of animals, birds or fish.

We will NOT pay for unexplained shortages or resulting from clerical or accounting errors or shortages in the supply of materials.

### Rewriting of records

We will pay up to \$2,000 for the clerical cost you expend in rewriting documents other than computer records as a result of destruction caused by any insured event.

### Overtime rates

If it is necessary to carry out repair or reinstatement work at overtime rates or on public holidays, we will pay the reasonable extra charges for that work.

This includes express freight within Australia (by a scheduled air or road carrier) for up to 50% in excess of the usual cost of that express freight.

### Neighbours' fire fighting equipment

We will pay up to \$2,500 to replenish fire fighting equipment or for the indemnity value of fire fighting equipment belonging to your neighbours which is damaged while fighting a fire on your farm.

### The maximum amount we will pay

Unless we specifically agree to pay an amount in addition to the sum insured, we will not pay any more under this section than the lesser of the replacement cost or indemnity value (whichever is applicable) and the sum insured for each item of farm property.

This does not apply to any of the additional benefits listed above.

Even if the replacement cost applies, we will not pay any greater amount than we would have paid if you had chosen the indemnity basis until you incur costs which are equal to the replacement cost of the damaged item(s).

### Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule.

### Exclusions which apply to this section

We will not pay any claim under this section of the Policy when the claim arises directly or indirectly out of:

1. consequential loss of any kind
2. wear, tear, depreciation, deterioration, atmospheric conditions, mould, mildew, insects, vermin, action of light, rot, inherent defect
3. any process of cleaning, repairing, restoring, alteration or renovation

4. loss or damage which is caused by failure to maintain your farm property in a good state of repair and you knew or should have been reasonably aware of the need to rectify the problem which caused the loss or damage.

We will not pay for any loss or damage to animals, birds or fish other than as provided for under 'Additional benefits – Livestock' in this Policy.

### Conditions which apply to this section

If you have selected the replacement cost, then the following conditions apply to this section of the Policy.

### Additional cost of reinstatement

In addition to the replacement cost, we will also pay any additional costs you incur in reinstating the farm buildings to comply with any legislative requirements. However:

- (a) this does not include the costs of complying with any requirement imposed on you before the insured event occurred, and
- (b) these additional costs will not be subject to any adjustment for underinsurance.

If the cost of repair or reinstatement of the damage is less than 50% of the cost of replacement of the entire farm building which is damaged notwithstanding the following clause, we will only pay the additional cost of complying with the legislative requirements which are directly attributable to the damaged portion.

### Commencement of work

You must start the work required to repair or reinstate the farm property within 6 months unless we agree otherwise. If you do not, we will only pay the costs that would have been incurred had the work started at the time it should reasonably have been started.

### Underinsurance

If the sum insured for any item of farm property insured under this section is less than 80% of its value under the basis of settlement which applies to it, then you will be your own insurer for the difference between the sum insured and the applicable value. This means you will bear a rateable proportion of each claim.

This clause will not apply:

- (a) if the amount of the loss does not exceed 10% of the sum insured for the item of property which is lost or damaged
- (b) to any payment made for the additional benefits insured by this section, or
- (c) to loss or damage to hay or mobile farm machinery.

## Section 4: Legal Liability

This section covers you and your family for your legal liability for injury or damage to other people or their property.

It does not however cover your liability to others when the occurrence arises from a business other than that arising from your farm business at the farm stated in your Policy Schedule.

If you have chosen this cover, it will be shown in your Policy Schedule.

### What we insure

This section insures your legal liability to pay compensation to others in the circumstances described in ‘What we will pay’ and ‘Extensions/qualifications to this Cover’ below.

### Words with special meanings

The following table describes terms which apply to this section.

Word or Term	Meaning
Medical Practitioner	qualified medical practitioners, nurses, dentists and first aid attendants.
Occurrence	an event including continuous or repeated exposure to substantially the same general conditions which results in personal injury, property damage or advertising liability which you neither expected nor intended to happen.
Personal injury	includes: <ul style="list-style-type: none"> <li>• bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish and mental injury</li> <li>• false arrest, wrongful detention, false imprisonment or malicious prosecution</li> <li>• wrongful entry or eviction, or other invasion of privacy</li> <li>• a publication or utterance of a libel or slander, or other defamatory or disparaging material</li> <li>• assault and battery which is not committed by you or at your direction unless reasonably committed for the purpose of preventing or eliminating danger to person or property.</li> </ul>
Pollutants	any solid liquid, gaseous or thermal irritant, or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Word or Term	Meaning
Products	any goods, products and property after it has ceased to be in your possession or under your control which was (or is deemed by law to have been) manufactured, grown, extracted, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by you in connection with your farm business. Products includes any container of that property other than a vehicle.
Property damage	includes: <ul style="list-style-type: none"> <li>• physical damage to loss or destruction of tangible property including any resulting loss of use of that property</li> <li>• loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an occurrence.</li> </ul>
Vehicle	any type of machine on wheels or self-laid tracks which is intended to be propelled by other than manual human or animal power. Vehicle includes any trailers or other attachments which are intended to be drawn by any machine.
You/Your	the persons and entities who are named in your Policy Schedule as the insured and includes the following: <ol style="list-style-type: none"> <li>where the insured named in your Policy Schedule is a company or a subsidiary company or companies (now or subsequently constituted) provided their places of incorporation are within Australia or any Territory of Australia.</li> <li>every director, executive officer, employee, partner or shareholder of the farm business (or in a company described in paragraph (a)) but only whilst acting within the scope of their duties in such capacity.</li> <li>every principal in respect of that principal's liability for you (or in a company described in paragraph (a)) caused by the performance of work for that principal but always subject to the extent of coverage and the limit of liability provided by this section.</li> </ol>

Word or Term	Meaning
You/Your (continued)	<p>(d) every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance service formed with your consent (other than an insured designated in paragraphs (c) and (e)) in respect of claims arising from their duties connected with the activities of any such club, organisation or service. This insurance shall not apply to personal injury to or property damage of any participants of any game match or the like.</p> <p>(e) your partner, joint venturer, co-venturer or joint lessee but only:</p> <ul style="list-style-type: none"> <li>• with respect to liability incurred as the partnership, joint venture, co-venture joint lease, and</li> <li>• provided the partnership, joint venture, co-venture joint lease has been notified to us within 60 days of formation and has been endorsed in your Policy Schedule.</li> </ul> <p>(f) your directors or senior executives in respect of any private work undertaken by your employees for such director or senior executive.</p>

## What we will pay

### Legal Liability

We will pay the following to you or on your behalf for:

- any amount that you are legally liable to pay including costs awarded against you
- Personal injury or property damage which occurred within the period of insurance
- costs as a result of the following:
  - An occurrence in connection with the Farm Business.
  - If this policy insures your home buildings, an occurrence arising out of the ownership or occupancy of the home buildings.
  - If this policy insures your home contents, an occurrence anywhere in the world not related to the ownership of the home buildings or in connection with the farm business.

### Defending claims

We will defend any proceedings against you seeking damages for personal injury and/or property damage in your name and on your behalf even if the suit is groundless or fraudulent.

In the conduct of your defence, we reserve the right to investigate, negotiate and settle any claims or suit as we consider appropriate.

We will not defend any proceedings after the applicable Limit of liability has been exhausted.

## Extensions/qualifications to this cover

### Property in your control

We will not pay any amount for claims for property damage to property in your physical or legal control other than claims in relation to:

- premises which you rent (including the landlord's fixtures and fittings)
- premises (and their contents) which you do not own or rent but which you temporarily occupy to carry out work in or on the premises (except for property damage to that part of the premises or their contents on which you are working)
- a vehicle in your physical or legal control where the property damage occurs in a car park that you own or operate.

We will NOT pay if:

- you own or operate the car park for reward as part of your farm, or
- the vehicle is owned or being used by you or on your behalf.
- employees' property
- other tangible property which is not owned by you but is in your physical or legal control which you are not required to insure under a contract or agreement. This does not apply to any property on which you are or have been working.

### Registered vehicles

Subject to the following, we will not pay for any claims for personal injury or property damage which arise out of the ownership, possession, operation or maintenance by you of any vehicle which is required under any legislation to be registered or in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance has been effected).

However we will pay for the following claims:

- (a) Personal injury:
- that compulsory liability insurance or statutory indemnity does not provide indemnity, and
  - the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by you of legislation relating to vehicles.
- (b) Property damage:
- arising out of and during the loading or unloading of goods to or from any vehicle
  - caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling whilst being operated or used by you or on your behalf within the confines of the farm
  - caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle (excluding while the vehicle is travelling, transporting or carting goods) at any work site.

- (c) Personal injury or property damage arising out of the ownership, possession, operation or maintenance by you of any mobile farm machinery which:
- is owned by you and used in connection with the farm business, and
  - is on your farm or any private property or road within 100 kilometres of your farm and is being driven for the purpose of:
    - moving in rural areas between properties used or cultivated for primary production, or
    - delivery to or from your farm after you have purchased or sold it, or
    - going to or returning from a workshop within 100 kilometres of the farm for the purpose of repair or service.
- (d) Personal injury or property damage arising from your use of a registered vehicle as a tool of trade on the farm
- (e) Personal injury or property damage arising out of the ownership, possession or operation of:
- domestic box trailers less than 4 metres in length when unattached from a motor vehicle
  - a motorised wheelchair garden appliance or golf buggy that is not required by law to be insured under a compulsory third party insurance policy or scheme at the time of any occurrence.

Under this clause, we will not pay registered vehicles any amount for which you are or are required to be insured by any law relating to the compensation of persons for injuries received in motor vehicle accidents.

## The maximum amount we will pay

### Limit of liability

We will not pay more than the Limit of liability shown in your Policy Schedule for this section:

- for all claims during any one period of insurance when the personal injury or property damage is caused by your products
- for fire or flood: all claims during any one period of insurance
- for pollutants: all claims during any one period of insurance
- for each other claim or series of claims for personal injury or property damage which is caused by or arising from the same occurrence

under all policies we have issued to you which cover the same liability.

### Legal costs

In addition to the Limit of liability, we will pay:

- legal costs and expenses that we incur (these are in addition to the Limit of liability)
- all reasonable expenses (not including loss of earnings) that you have incurred and we have agreed in writing to reimburse, and

- expenses incurred by you for first aid treatment for personal injury to others caused by an occurrence (unless we are prohibited by any law from paying those expenses).

However, if more than the Limit of liability must be paid to dispose of a claim, we will not pay more than the proportion of the legal costs and expenses that the Limit of liability bears to the amount paid to dispose of the claim.

## Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule.

## Exclusions which apply to this section

### Trade business or occupation

Any claim arising out of your trade business or occupation or other activity that earns money or income other than:

1. the farm business
2. letting the home for domestic purposes
3. babysitting on a casual basis.

For the purpose of this exclusion, babysitting is not considered a casual basis where:

- the babysitting is not of a casual nature
- any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
- the income derived from babysitting is the primary or only source of your or your family's income
- there is a registered business associated with the babysitting.

### Ownership of property

Any claim arising out of the ownership, occupancy or possession of any land or buildings other than those at the farm stated in the policy schedule.

### Employment liability

Any liability:

1. for personal injury to your employees arising directly or indirectly out of their employment in your farm business provided this exclusion does not apply in respect of liabilities for injury which are not compensated under the workers' compensation legislation in Queensland and Northern Territory where employment is not a major significant factor causing the injury.
2. where you would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation including any legislation of any State or Territory (even if you have not taken out that insurance)
3. for any claim or claims arising out of the provisions of any workers' compensation legislation or any industrial award or agreement or determination.

Note: For the purpose of this exclusion, 'employee' means any person engaged under a contract of service or apprenticeship with you but does not include any person employed under such contract who is excluded from the definition 'worker' under any workers' compensation legislation.

### Excluded persons

1. Personal injury to:
  - you or your family, or
  - where you are a company:
    - any director of your company, or
    - any family of a director of your company.
2. Damage to property:
  - owned by you or your family
  - not owned by you but in your family's custody care and control.

However, this exclusion does not apply to your liability under a residential lease for accidental damage to the home buildings caused by:

- fire
- explosion, or
- water damage caused by bursting, leaking or overflowing of rainwater, tanks, pipes, gutters or any other apparatus designed to carry or hold water.

### Product defect

Property damage to your products if the damage is attributed to any defect in them or to their harmful nature of or unsuitability.

### Loss of use

Loss of use of tangible property which has not been physically damaged or lost or destroyed as a result of:

1. a delay or lack of performance by or on behalf of you of any agreement
2. failure of your products to meet the level of performance, quality fitness or durability expressly or impliedly warranted or represented.

This does not apply to loss of use of other tangible property which results from sudden and accidental physical damage to or destruction of your products after they have been put to use by any person or organisation other than you.

### Product recall

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss of use of your products or any property of which they form a part if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

### Aircraft and watercraft

Claims arising out of the ownership, maintenance, operation or use by you of:

1. any aircraft or hovercraft, or
2. any watercraft exceeding 10 metres in length.

This exclusion does not apply to:

1. non-piloted model aircraft or kites
2. canoes, kayaks, surf skis, single person rowing sculls or surf boards of any length.

Your products that are aircraft component parts used for maintaining an aircraft in flight or moving upon the ground or used in the construction of an aircraft hull or machinery which to your knowledge is incorporated in an aircraft.

### Aerial spraying

We will not pay for any claims arising out of any aerial spraying.

### Contractual liability

Liability in respect of any obligation assumed by you under any agreement except to the extent that:

1. the liability would have been implied by law
2. the liability arises from provision in a contract for lease of real or personal property other than a provision which obliges the insured to effect insurance or provide indemnity in respect of the subject matter of the contract
3. the liability is assumed by you under a warranty of fitness or quality as regards the products.

### Professional liability

Claims arising out of the rendering of or failure to render any professional advice or service by you or any related error or omission.

This exclusion does not apply to a Medical Practitioner you employ to provide first aid and other emergency medical services at your farm provided such professional advice or service is not given for a fee.

### Libel and slander

Liability arising out of the publication or utterance of a libel or slander:

1. made prior to the commencement of the period of insurance
2. made by you or at your direction when you knew it was false, or
3. related to advertising, broadcasting or telecasting activities conducted by you or on your behalf.

### Pollution

1. Personal injury or property damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere or any water course or body of water.
2. Any costs and expenses incurred in preventing, removing, nullifying or clean-up of any contamination or pollution.

This exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place during the period of insurance.

**Territorial limits**

Claims made and actions:

1. instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the courts of those countries, or
2. to which the laws of the United States of America or Canada apply.

This exclusion does not apply to claims and actions arising from the presence outside Australia of any person who is normally resident in Australia and who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or Canada.

However, we will pay no more than the Limit of liability shown in your Policy Schedule (inclusive of all legal costs expenses and interest) for any such claims.

**Exports to USA or Canada**

Claims for personal injury or property damage caused by or arising out of the products knowingly exported by you or your agents or servants to the United States of America or Canada.

**Asbestos**

We do not insure you or your family against any liability to pay compensation for personal injury or property damage caused by or arising directly or indirectly out of or in connection with the actual or alleged use or presence of asbestos.

**Faulty workmanship**

Property damage to that part of any property upon which you are or have been working where the property damage arises from your work or the cost of performing, correcting or improving any work undertaken by you.

**Treatment or dispensing**

Personal injury or property damage arising from:

1. the treatment by you or on your behalf of humans or animals for any physical or mental deficiency, injury, illness or disease, or
2. the dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

**Defect in design**

Any defective design or error in specification or formula in any of your products. However, we will insure you for products you do not manufacture but are sold, supplied or distributed by you where by law you are deemed to be the manufacturer.

**Property in custody and control**

Damage to:

1. property you own or property rented to you, or
2. property in your physical or legal control

other than as provided under 'Extensions/qualifications to this cover – Property in your control'.

**Information technology hazards, computer data, program and storage media**

Personal injury or property damage arising directly or indirectly out of or in any way involving your 'internet operations'.

This exclusion does not apply to personal injury or property damage arising out of any material which is already in print by the manufacturer in support of its product including but not limited to product use and safety instructions or warnings and which is also reproduced on its site.

'Internet operations' means the following:

1. Use of electronic mail systems by you or your employees including part-time and temporary staff, contractors and others within your organisation.
2. Access through your network to the world wide web or a public internet site by you or your employees including part-time and temporary staff, contractors and others within your organisation.
3. 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.
4. The operation and maintenance of your web site.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

Property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by through or in connection with:

5. the use of any computer hardware or software
6. the provision of computer or telecommunication services by you or on your behalf
7. the use of computer hardware or software belonging to any third party whether authorised or unauthorised including damage caused by any computer virus.

**Punitive damages**

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

**Fines and penalties**

We will not pay for any fines, penalties or liquidated damages.

## Conditions which apply to this section

### Territorial limitations

The indemnity provided by this section applies world wide subject to the exclusion provided under 'Exclusions which apply to this section – Territorial limits'.

### Joint insureds

Where you comprise more than one person or company, we will treat each as a separate insured. The words 'you' or 'your' will apply to each in the same manner as if a separate policy had been issued to them.

This does not alter or increase the Limit of liability for this section for any occurrence or period of insurance and is subject to the exclusion provided under 'Exclusions which apply to this section – Excluded persons'.

### Reasonable care

In addition to your obligations set out in the general conditions of the Policy, you must:

1. take all reasonable precautions to prevent the manufacture, sale or supply of defective products
2. take all reasonable precautions to comply and ensure that your employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities:
  - for the safety of persons and property
  - for the disposal of waste products, or
  - for the handling, storage or use of flammable liquids, infectious or explosive substances, gases or toxic chemicals.
3. take reasonable action to trace, recall or modify any of your products (at your own expense) which contain any defect or deficiency which you know about or have reason to suspect.

This includes but is not limited to any of your products which are subject to a government or statutory ban.

### Inspections

You must allow us to examine and audit your farm business books and records at any time during or within 3 years of the expiry of the period of insurance. Our rights of examination and audit after expiry of this Policy are restricted to matters which in our opinion are relevant to the Policy.

Neither our right to make nor our failure to make, nor our making of any inspection, nor any report of an inspection may be used by you or others in any proceedings involving us.

### Subrogation

Subject to the Insurance Contract Act 1984, we will be subrogated to all of your rights of recovery against all persons and organisations. You must execute and deliver instruments and papers and do everything that is necessary to assist us in the exercise of those rights.

## Section 5: Motors and Pumps

This section covers your motors and pumps for mechanical and electrical breakdown.

If you have chosen this cover, it will be shown in your Policy Schedule.

### What we insure

This section insures motors and pumps:

- for up to 15 years from the date of purchase when new, or
- for 15 years from the date of rewinding

used for the farm business against mechanical and electrical breakdown:

- occurring during the period of insurance
- at the farm specified in your Policy Schedule
- for the amounts set out below.

### The maximum amount we will pay

We will pay for the cost of replacement or repair of any insured motor or pump up to a maximum amount of \$2,500 per motor or pump.

If the:

- (a) loss or damage results in a total loss of a motor or pump, or
- (b) cost of repairs equals or exceeds the replacement value of the pump or motor immediately before the loss or damage occurred

we will at our option:

- (a) supply the same type model capacity and condition to replace the damaged item as it was immediately before the occurrence of the loss and pay for ordinary freight and installation, or
- (b) in the event that the same type model and capacity is not available, we will supply a similar but not necessarily identical item which will cost no more than you paid for the lost or destroyed item at the time it was originally installed. The replacement item will be of no lesser capacity than the lost or destroyed item.

Our liability under this clause will be reduced at the rate of 20% per annum for each additional year following the 10th year after the date of manufacture or rewinding of the installed current replacement cost.

In no case will your contribution exceed 90% after applying any excess.

### Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule.

### Exclusions which apply to this section

1. We will not pay for loss or damage to any motor or pump which could be covered under the 'Farm property' section of this Policy.
2. We will not pay for loss or damage to any motor or pump caused by:
  - (a) wear and tear
  - (b) chipping, scratching or discolouration of painted or polished surfaces
  - (c) the deterioration of any pre-existing crack, fracture, blister, lamination flaw or grooving which had not previously penetrated completely through the entire thickness of the material of the item. It does not matter for this exclusion that the part which is affected may require repair or renewal at the time of the damage or at some future time.  
This does NOT apply to deterioration:
    - which is caused by loss or damage, or
    - where you did not know or could not reasonably have known of the pre-existing condition.
  - (d) wearing away or wasting of material caused by or naturally resulting from atmospheric conditions, rust erosion, corrosion, oxidation or ordinary use
  - (e) tightening of loose parts, recalibration or adjustments.
3. We will not pay for damage to:
  - (a) glass or ceramic components
  - (b) defective tube joints or other defective joints or seams
  - (c) any valve fitting, shaft, seal, gland packing joint or connection except where caused directly by insured damage
  - (d) foundations, brickwork and refractory materials forming part of a motor or pump
  - (e) expendable items including electrical and electronic glass bulbs, tubes, lamps, x-ray tubes, electrical contacts, fuses, heating elements, commutators, slip rings, conducting brushes, thermal expansion (TX) valves, thermostats, protective and controlling devices, overloads, track rails, wear plates, blades, cutting edges, tools, dies, engraved cylinders, moulds, templates, patterns, shear pins, saws, knives, chains, belts, ropes, tyres, tracks, conveyor belts, pressure switches, bearings, valves, valve plates, filters and dryers
  - (f) computers, telecommunication transmitting and receiving equipment, electronic data processing equipment, research diagnostic and electro medical equipment, lifts, escalators, electrical office machines, coin operated machines, gaming machines, storage tanks and vats, stationary and mobile pressure vessels containing explosive gases, mobile machinery, ducting, reticulating electrical wiring, water and gas piping and all other plant and equipment not owned by you or not installed or used at the farm unless otherwise specified in your Policy Schedule.
4. We will not pay for damage caused directly or indirectly by:
  - (a) an explosion unless it is a sudden and violent rending of the permanent structure of a boiler or pressure vessel by force of internal steam, fluid, air, gas or flue gas pressure causing bodily displacement of any part of the structure and forcible ejection of its contents.  
We will not pay for any explosion caused by a chemical action or reaction.
  - (b) the application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul.
5. We will not pay for damage occurring during:
  - (a) installation or erection other than the dismantling movement and re-erection for the purpose of cleaning, inspection, repair or installation in another position within the farm
  - (b) carrying out of tests involving abnormal stresses including the intentional overloading of any motor or pump
  - (c) any raising or lowering operation in which a single load is shared between more than one item of lifting equipment.
6. We will not pay for insured damage for which any manufacturer, supplier, engineer or other person is liable under the provisions of any maintenance or warranty agreement with you.
7. We will not pay for:
  - (a) loss of oil, liquid or gas resulting from leakage from glands, seals, gaskets, joints or from corroded, pitted or deteriorated parts
  - (b) modification or alteration of a motor or pump which has suffered mechanical or electrical breakdown to enable it to operate with a more ozone friendly refrigerant gas as required by the UNEP (United Nations Environmental Protection) Montreal Protocol with respect to substances which deplete the ozone layer
  - (c) damage occurring as a result of usage beyond the specifications set by the manufacturer
  - (d) consequential loss of any kind other than damage to other property
  - (e) the cost of removal or installation of a submersible pump or any loss or damage to a pump that can not be removed from a bore.
8. We will not pay for:
  - (a) consequential loss damage or liability due to or arising from the deterioration or putrefaction of refrigerated goods
  - (b) loss of or damage to refrigerated goods which is due to the failure of public supply services resulting from any deliberate act by the supply authority which is not performed for the sole purpose of safeguarding life or protecting any part of the public supply system

- (c) loss of or damage to refrigerated goods due to any scheme of rationing which is not necessitated solely as a result of accidental damage to the generating or supply equipment of the supply authority
- (d) loss of or damage to refrigerated goods due to or resulting from disease, improper storage, damage to packaging material, inadequate air circulation or lack of uniformity or temperature within the cold storage space.

### Conditions which apply to this section

#### Alteration of working conditions

You must notify us immediately in writing of any proposed alterations of or addition to or any change of circumstances materially affecting the working conditions of any motor or pump.

#### Examinations

You must permit us or our authorised representatives to inspect any motors or pumps at all times during the period of insurance.

You must have all motors and pumps properly prepared at your own expense for such inspection.

An inspection by us will not warrant that the item of plant is safe.

## Section 6: Motor Vehicle

This section covers your motor vehicles, caravans, cycles and trailers that you choose to insure. We offer you three choices of cover:

- Cover 1 Comprehensive – accidental damage of any kind to your insured vehicle, and third party property damage.
- Cover 2 Third party property damage – damage you cause to other people's property using your vehicle.
- Cover 3 Own damage – accidental damage of any kind to your insured vehicle.

If you have chosen to cover your motor vehicle, cycle, caravan or trailers, the type of cover you have chosen will be shown in your Policy Schedule.

### What we insure

Under this section, we insure:

- any motor vehicle, cycle, caravan or trailer which is owned by you and is listed in your Policy Schedule for the type of cover you have chosen
- anywhere in Australia (unless the Policy Schedule limits the radius from the farm in which they are insured while in use) during the period of insurance.

### Cover options

You may choose one of three types of cover for each insured vehicle. These are:

#### Cover 1 – Comprehensive

This insures you for:

- accidental damage to, or theft of the insured vehicle, and
- third party property damage.

#### Cover 2 – Third party property damage only

This insures you for legal liability as a result of damage you cause to other people's property.

#### Cover 3 – Own damage

This insures you for accidental damage to or theft of the insured vehicle only. It does not insure you for third party property damage.

The cover you have chosen is shown in your Policy Schedule.

## Words with special meanings

The following table describes terms which apply to this section.

Word or Term	Meaning
Motor vehicle	any type of machine on wheels or self-laid tracks which is intended to be self propelled by other than human or animal power that you have chosen to insure, and: <ol style="list-style-type: none"> <li>its standard accessories, tools and spare parts</li> <li>driving lights, roof racks, tow bars, bull bars, gates, tarpaulins and chains attached to or within your vehicle</li> <li>other tools and spare parts for your vehicle while in or on your vehicle up to \$250 in total</li> <li>fitted baby seat or capsule</li> <li>a cellular car telephone kit (excluding telephone) or two-way radio</li> <li>any other accessories which you have told us about and we have agreed to insure.</li> </ol>
Cycle	any motor cycle that you have chosen to insure including while fitted to it, standard accessories, tools and spare parts, and those which you have told us about and we have agreed to insure.
Caravan	any caravan that you have chosen to insure which is: <ol style="list-style-type: none"> <li>registered for use on public roads</li> <li>not a permanent caravan or mobile home.</li> </ol> 'Caravan' does not include an annexe or personal belongings unless you have told us about them and we have agreed to insure them.
Dangerous goods	goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail or: <ol style="list-style-type: none"> <li>any infectious substance, or</li> <li>the following substances or materials in excess of the following quantities:               <ul style="list-style-type: none"> <li>1,000 litres of petroleum or substances having a closed cup flash point below 23 degrees Celsius</li> <li>5 kilograms of explosives</li> <li>100 kilograms of compressed gas</li> <li>500 litres in total of substances which are toxic chemicals, corrosive acids or corrosive alkalis</li> <li>500 litres (where a liquid) or 50 kilograms (where a solid) of substances which form explosive mixtures with organic and other readily oxidisable materials, or</li> </ul> </li> </ol>

Word or Term	Meaning
Dangerous goods (continued)	(c) any two (2) or more substances mentioned in (b) above being carried on your vehicle at the same time where the quantity of any substance carried is more than half the quantity stated above for each substance.
Insured vehicle	all the motor vehicles, caravans, cycles and trailers that you have chosen to insure as listed in your Policy Schedule.
Third party property damage	your legal liability for any damage you cause to other people's property resulting from the use of your insured vehicle.
Total loss	an insured vehicle: <ol style="list-style-type: none"> <li>where the cost to repair the vehicle plus the value of any salvage (if applicable) exceeds the lesser of the 'market value' or 'sum insured', or</li> <li>which is stolen and not recovered within a reasonable period of time as determined by us.</li> </ol>
Trailer	a wheeled trailer that you have chosen to insure which is registered for use on public roads. Note: 'Trailer' does not mean any kind of 'Caravan'.

## What we will pay

### Cover 1 – Comprehensive

If you choose Comprehensive cover, we will pay the amounts listed in the following table.

Type of cover	What we will pay for
Third party property damage	We will provide the same cover as is set out for Cover 2 – Third party property damage (other than the cover for uninsured third party vehicles).
Accidental damage including theft	<p>For accidental damage to or theft of your insured vehicle:</p> <p>(a) if it is economical to repair the damage, we will pay the cost of repair</p> <p>(b) if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle We will determine how much we will pay after we have assessed the damage.</p> <p>(c) if your damaged vehicle is a total loss:</p> <ul style="list-style-type: none"> <li>• we will settle the claim on the basis of the market value or sum insured depending on the cover shown in your Policy Schedule</li> <li>• we will at our option: <ul style="list-style-type: none"> <li>– replace your vehicle with an equivalent vehicle or pay you its market value or sum insured, whichever is the lesser at the time of the total loss, and</li> <li>– replace all insured accessories or pay you the cost to replace them as new, less depreciation</li> </ul> </li> </ul> <p>(d) if your damaged vehicle is NOT a total loss, then:</p> <ul style="list-style-type: none"> <li>• we will repair it to a similar condition to that which it was in before the loss or damage</li> <li>• if it is necessary to repair the vehicle to a better condition than it was in before the loss or damage, then we may ask you to contribute the additional amount to repair it to the better condition</li> <li>• if you have insured any accessories, we will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear</li> <li>• We are entitled to replace damaged parts with new or used parts of similar age and condition to those being replaced.</li> </ul> <p><b>Lifetime repair guarantee</b></p> <p>If we authorise repairs to your vehicle, we will guarantee the quality of the repairs for any defect due to faulty workmanship or faulty material for the life of your vehicle. For entitlement to any repairs under this guarantee you must first allow us to inspect the vehicle and we must agree that repairs are necessary.</p>
New motor vehicle replacement	<p>In the event of your insured vehicle being classed as a total loss, we will at our option, replace it with a new vehicle of the same or similar make and model as long as it is available in Australia, provided:</p> <p>(a) the period from the date of original registration as a new motor vehicle to the date of the loss did not exceed 12 months, and</p> <p>(b) your vehicle was:</p> <ul style="list-style-type: none"> <li>• a sedan, station wagon, panel van, utility, or</li> <li>• a truck not greater than 5 tonnes carrying capacity or not greater than 7500 kgs gross vehicle mass, or</li> <li>• a caravan</li> <li>• a minibus with a carrying capacity of not greater than 15 persons, and</li> </ul> <p>(c) we obtain the written agreement of any other party with a financial interest in the motor vehicle.</p> <p>If a new replacement vehicle is not available, we will replace your vehicle with the nearest equivalent vehicle available, so long as it is available in Australia.</p> <p>If we cannot agree on a replacement vehicle, we will pay you the amount it would cost to buy a new vehicle which needs replacing.</p> <p>If the Excess is applicable it is payable to us before we replace your vehicle.</p> <p>We also pay the registration, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to us.</p>
Automatic cover – trailer	In addition to the sum insured, we will pay the lesser of its market value or \$1,000 for damage to any box trailer you own which is not more specifically insured under this section if it is damaged while it is attached to your insured vehicle.

Type of cover	What we will pay for
Protection and removal costs	In addition to the sum insured after an accident or theft involving your insured vehicle, we will pay the reasonable and necessary cost of: <ul style="list-style-type: none"> <li>(a) protecting the insured vehicle</li> <li>(b) emergency repairs that are necessary to allow you to continue your journey (up to a maximum of \$500)</li> <li>(c) removing the insured vehicle to the nearest repairer or place of safety</li> <li>(d) re-delivery of the insured vehicle to you from those premises following repair</li> <li>(e) cleaning up and removal of debris arising from the site of an accident (up to a maximum of \$10,000).</li> </ul>
Travelling, accommodation and expenses	We will pay up to \$1,000 for any reasonable additional travelling and accommodation expenses incurred by you and your family resulting from a claim we accept under this section, as long as at the time of accident or theft, your insured vehicle was more than 200 km from the farm. We will pay if you had intended to pay for overnight accommodation in any event.
Sign-writing	In addition to the sum insured, if your insured vehicle carries sign-writing which is lost or damaged in an accident, we will pay the reasonable cost of replacing the sign-writing up to a maximum of \$2,000. If your insured vehicle is a total loss, then we will pay for the replacement of the sign-writing on any replacement motor vehicle you purchase.
Caravan annexe	If you have chosen to insure your caravan annexe, then we will pay for loss or damage to the annexe caused by: <ul style="list-style-type: none"> <li>(a) fire</li> <li>(b) theft</li> <li>(c) overturning, accidental collision or impact of your caravan or the vehicle to which it is attached, or</li> <li>(d) storm, unless the annexe is made of canvas and is more than 5 years of age.</li> </ul>
Theft of personal belongings following an accident	(a) Personal belongings in a vehicle other than a caravan. If following a collision with another vehicle or theft of your insured vehicle, any of your personal property in your vehicle at the time is stolen, we will pay for the loss of such personal property. We will pay you the indemnity value of the property stolen, that is, the new replacement cost of any item in Australia less an allowance for age, wear, tear and depreciation. There is NO cover: <ul style="list-style-type: none"> <li>• if the vehicle is only broken into while parked</li> <li>• for money, cheques or negotiables</li> <li>• for unset gemstones, gold or silver nuggets</li> <li>• for pets or any living animal, bird or fish</li> <li>• for tools of trade, stock or samples, or</li> <li>• for mobile phones or two way radios for which there is a fitting installed in the vehicle.</li> </ul> In this clause, personal property means private household or personal possessions belonging to you or any member of your family who normally lives with you. The maximum amount we will pay is \$300 for any one event. (b) Personal belongings in a caravan. If you have chosen to insure your personal belongings used in connection with your caravan, we will pay for loss or damage to your personal belongings caused by: <ul style="list-style-type: none"> <li>• fire</li> <li>• theft following forcible entry</li> <li>• overturning, accidental collision or impact of your caravan, the vehicle to which it is attached, or</li> <li>• storm.</li> </ul> We will pay you the indemnity value of the property lost, damaged or stolen, that is, the new replacement cost of any item in Australia less an allowance for age, wear, tear and depreciation. We will NOT pay any amount if your personal belongings are insured under the Home Buildings and Home Contents section or the Valuables section of this Policy.
Automatic 21 day replacement cover	If you dispose of your insured vehicle and replace it with a similar vehicle within 7 days, then provided the replacement vehicle is worth less than \$100,000, we will automatically insure it under the same cover for 21 days from the date you acquire it. If you want to insure the replacement vehicle after this time, you must ask us to do so within the 21 days. You must pay us any premium we require. We may also alter the excess.

Type of cover	What we will pay for
Hire car costs following theft	<p>If your vehicle is stolen, and such theft is covered under this Policy, we will reimburse you for the reasonable cost of hiring a similar vehicle providing you first obtain our approval, but:</p> <ul style="list-style-type: none"> <li>(a) we will not pay for hiring charges incurred after your vehicle is found</li> <li>(b) we will not pay for fuel or other running costs</li> <li>(c) cover is limited to a total period of 14 days, or 7 weekends</li> <li>(d) cover stops once we pay the claim.</li> </ul> <p>The maximum amount we will pay is \$1,000 for any one event.</p>
Optional Cover – Hire car costs following an accident (your Policy Schedule will indicate whether you have chosen this option).	<p>If your vehicle is damaged in an accident which is covered under this Policy, and we have agreed to pay your claim, we will reimburse you for the costs you incur of hiring a car while your vehicle is being repaired.</p> <p>We will reimburse you an amount up to the maximum daily rate shown on your Policy Schedule:</p> <ul style="list-style-type: none"> <li>• for a maximum of 14 days, or 7 weekends (Saturday and Sunday), or</li> <li>• until your vehicle is repaired, or</li> <li>• until we pay your claim</li> </ul> <p>whichever happens first.</p> <p>The cover will commence on the date your vehicle is taken to the repairer.</p> <p>You will need to organise and pay for the hire car. We are not responsible for ensuring that a hire car is available. You must also give us a copy of the rental agreement and any receipts for the hire car before we will pay you.</p> <p>If the cost of the hire car is more than the maximum daily rate shown on your Policy Schedule, you will have to pay the difference.</p> <p>We do not pay for:</p> <ul style="list-style-type: none"> <li>• additional hiring costs</li> <li>• running costs, including the costs of fuel</li> <li>• damage to the hire car</li> <li>• any insurance, insurance excess or other costs you may be liable for under the hire car rental agreement.</li> </ul> <p>We will not cover you under this optional benefit if:</p> <ul style="list-style-type: none"> <li>• the only damage to your vehicle is to its windscreens or window glass, or</li> <li>• your vehicle is stolen, because you may be able to claim under the 'Hire car costs following theft' additional benefit.</li> </ul> <p>This optional benefit only applies if the damaged vehicle is a sedan, station wagon, panel van, or utility.</p>

### Cover 2 – Third party property damage

If you choose Third party property damage cover, we will pay the amounts listed in the following table:

Type of cover	What we will pay for
Accidental property damage	<p>For each accident, we will pay the following:</p> <p>The amount you (or any person you have allowed to drive, use or be in charge of your insured vehicle), may be held legally liable to pay for accidental damage to property belonging to other people caused by or arising out of:</p> <ul style="list-style-type: none"> <li>(a) the use of your insured vehicle or goods falling from the insured vehicle</li> <li>(b) the operation of loading and unloading your insured vehicle but not the collection or delivery of the load to or from your insured vehicle</li> <li>(c) the transportation of dangerous goods. The maximum amount we will pay under this clause is \$500,000</li> <li>(d) pollution or contamination of buildings or other structures, water, land or the atmosphere. The maximum amount we will pay under this clause is \$500,000</li> <li>(e) any person who is driving, using or in charge of your insured vehicle with your permission (as if they were you) and provided they are not entitled to indemnity under any Policy or statute and provided such cover is not otherwise excluded.</li> </ul>

Type of cover	What we will pay for
Substitute vehicle, cycle, caravan or trailer	<p>If your insured vehicle is disabled and you are using a substitute which does not belong to you, we will pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of the substitute, provided that:</p> <ul style="list-style-type: none"> <li>(a) you are only using one substitute motor vehicle, cycle, caravan or trailer at the time</li> <li>(b) the substitute vehicle is not already covered under another insurance Policy</li> <li>(c) the substitute is of a similar type to the disabled insured vehicle, and</li> <li>(d) the substitute vehicle is not owned by you.</li> </ul>
Compulsory Third Party Insurance gap	<p>We will pay the amount which you or any person driving, using or in charge of your insured vehicle with your permission may be held legally liable to pay by way of compensation or damages for death of or bodily injury to persons arising out of the use of your insured vehicle.</p> <p>We will NOT cover legal liability for death or bodily injury to:</p> <ul style="list-style-type: none"> <li>(a) you or any person driving or in charge of your insured vehicle</li> <li>(b) an employee of yours or who is deemed by any law to be your employee arising out of their employment with you.</li> </ul> <p>We will NOT pay if:</p> <ul style="list-style-type: none"> <li>(a) your insured vehicle is not registered</li> <li>(b) you or any person using your insured vehicle <ul style="list-style-type: none"> <li>• is wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or</li> <li>• would have been entitled to be covered under any such scheme as it existed at the commencement date of the period of insurance, even though there may have been a change in the law during that period of insurance, or</li> <li>• would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or</li> <li>• would have been entitled to be covered under any such scheme had cover not been refused because you did not: <ul style="list-style-type: none"> <li>– register your insured vehicle</li> <li>– apply for cover under the scheme</li> <li>– comply with a term or condition of the scheme.</li> </ul> </li> </ul> </li> <li>(c) If your vehicle is registered in the Northern Territory of Australia.</li> </ul>
Uninsured trailer	<p>We will also pay all sums you are legally liable to pay another person for damage to their property which is accidentally caused by the use of any trailer being towed by a motor vehicle, provided that:</p> <ul style="list-style-type: none"> <li>(a) the towage was not for reward</li> <li>(b) only one trailer is being towed at the time of the accident.</li> </ul> <p>We will NOT pay for any damage to the uninsured trailer or anything on or in it.</p>
Your employer's or principal's liability	<p>We will pay the amount your employer, principal or partner may be held legally liable to pay for accidental damage to property belonging to other people as a result of an accident while you are using your insured vehicle on business as long as it is not a use that is excluded by this section under Cover 2.</p>
Uninsured third party	<p>In addition to the sum insured for this section, we will pay up to \$5,000 for damage to any insured vehicle which is a sedan, station sedan, panel van or utility as a result of an accident which is solely the fault of the driver of another vehicle, who is not insured for the damage to your vehicle.</p> <p>We will only pay if you can supply the name and address of the other driver.</p>
Limit of liability	<p>The maximum amount we will pay for the total of all claims arising from a single accident or series of accidents with the same original cause is the limit of liability shown in the Policy Schedule.</p> <p>We will pay your legal costs and expenses in defending or settling claims if you have our agreement in writing. We pay this in addition to the amount payable under this Cover 2.</p>

**Cover 3 – Own damage**

If you choose the Own damage cover, we will pay the amounts listed in the following table:

Type of cover	What we will pay for
Accidental damage including theft	Accidental damage to or theft of your insured vehicle: (a) if it is economical to repair the damage, we will pay the cost of repair (b) if it is not economical to repair the damage or your insured vehicle is not recovered following theft, we will pay the lesser of the market value and the sum insured for the insured vehicle. We will determine how much we will pay after we have assessed the damage.
Protection and removal costs	In addition to the sum insured, after an accident or theft involving your insured vehicle we will pay the reasonable and necessary cost of: (a) protecting the insured vehicle (b) emergency repairs that are necessary to allow you to continue your journey (up to a maximum of \$500) (c) removing the insured vehicle to the nearest repairer or place of safety (d) re-delivery of the insured vehicle to you from those premises following repair (e) cleaning up and removal of debris arising from the site of an accident (up to a maximum of \$10,000).

**The maximum amount we will pay**

Unless we specifically agree to pay an amount in addition to the sum insured, we will not pay any more than the sum(s) insured set out in your Policy Schedule for each of the items which are insured by this section, other than for dangerous goods or pollution insured under Cover 2.

We will pay up to \$500,000 for loss, damage or liability arising out of:

- the carriage or loading and unloading of dangerous goods
- pollution or contamination of buildings or other structures, water, land or the atmosphere.

**Excesses that apply to this section**

You will have to pay an excess for each claim you make under this section of the Policy. You may have to contribute more than one excess in respect of the one claim. The amounts of excesses are shown in your Policy Schedule and are explained below:

**Standard excess**

This applies to all claims for loss or damage to your insured vehicle.

Only the standard excess will apply to claims for breakage of the windscreen or other window glass in your insured vehicle if no other damage has occurred.

**Tipping excess**

If any rigid body tipper or tipping trailer covered under this section is involved in an event giving rise to a claim while the tipping hoist is partially or fully extended, the standard excess as stated in your Policy Schedule in addition to any other excesses that may be applicable will be increased by 100%.

**Driver experience excesses**

These are payable in addition to the standard excess. They apply if the person using your insured vehicle at the time of the event is:

- under the age of 21 years, or
- 21 years of age or over but under the age of 25, or

- 25 years of age or over and has held a licence to drive the motor vehicle for less than two years.

If more than one driver experience excess applies, then those excesses will be cumulative.

You will not have to contribute to this additional excess if the only damage to your insured vehicle is a broken windscreen or window glass or hail damage.

No driver experience excesses are payable for the following vehicles:

- mobile farm machinery
- any unregistered cycle, and
- caravans.

**Undeclared driver's excess**

In addition to any other applicable excesses, you will have to contribute an undeclared driver's excess if at the time of an accident your insured vehicle was being driven by or in charge of a person:

- who is a member of your family and they normally live with you, and
- whose name has not been shown as a driver in your Policy Schedule.

The amount of the undeclared driver's excess is shown in your Policy Schedule.

You will not have to pay this excess if:

- the driver of your vehicle is over 25 years and has not been convicted of driving under the influence of alcohol or had their licence suspended or cancelled in the 5 years immediately before the accident or loss, or
- you satisfy us that an emergency existed, or
- the only damage to your insured vehicle is a broken windscreen or window glass or hail damage, or
- damage occurs when the insured vehicle is parked or unattended.

No undeclared driver excesses are payable for the following vehicles:

- mobile farm machinery
- any unregistered cycle, and
- caravans.

#### When no excess applies

You will not have to pay any excess if:

- you can satisfy us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was totally the fault of the driver of another vehicle, and
- you tell us the registration number of the other vehicle and the full name, license number and address of the other driver, and
- the amount of your claim exceeds the applicable excesses under this section.

We only give this benefit if we are legally allowed to recover the amount of any loss including any applicable excesses from a third party.

#### Exclusions which apply to this section

We will not pay for:

1. any international or interstate freight charges or more than the manufacturer's latest price for parts which are not available locally (unless these costs are incurred with our consent)
2. if your vehicle has been imported and any part is not available in Australia, more than the cost of parts used in the repair of your vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, we will only pay for the cost of the parts plus the cost of freighting such parts by sea transport
3. loss of use, depreciation, wear and tear, rust or corrosion
4. any structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage. However we will cover damage to your vehicle if an accident occurs to your vehicle resulting from structural failure, mechanical, electrical, electronic failure or faulty design or workmanship, if such loss is otherwise covered by this section
5. damage to tyres caused by the application of brakes or by punctures, bursts or road cuts
6. any loss or damage due to failure to take reasonable steps to ensure the safety of the insured vehicle
7. any loss or damage, if your vehicle was not reasonably secured against further damage or theft, following an accident
8. theft or any malicious act, committed by:
  - any person who is insured by this Policy or in collusion with any person insured by this Policy, or
  - any person or entity to whom the insured vehicle is lent, leased or hired.
9. loss or damage caused by lawful repossession, seizure or other operation of law
10. monetary loss incurred by you through contractual or financial arrangements involving your insured vehicle
11. loss or damage to your caravan, annexe and personal belongings when:
  - left unattended for more than 24 hours at a place other than your farm, or a recognised caravan park with a resident manager or caretaker
  - let out on hire
  - your caravan is being used other than for private purposes.
12. loss suffered as a result of inability to use your caravan
13. any claim for liability for property damage or personal injury to others if your insured vehicle is not registered at the time of the accident
14. any claim caused by vibration or the weight of your insured vehicle and its load
15. any claim for property damage caused by or arising from the use of your insured vehicle or anything attached to it as a tool of trade for any form of reward
16. property damage or bodily injury or liability for more than \$500,000 for loss or damage or liability in respect of any one accident or series of accidents arising out of any one event from the transport of dangerous goods
17. any liability for loss or damage to any vehicle other than your own, which is being used to tow a caravan insured by this section
18. any claim if at the time of the loss or accident your insured vehicle was used to carry a number of passengers in excess of that for which your insured vehicle was constructed, registered or licensed
19. any claim if at the time of the loss or accident your insured vehicle was carrying a load in excess of that for which it was designed, registered or licensed
20. any claim if at the time of the loss or accident your insured vehicle was being:
  - tested other than in connection with or while undergoing service or repair
  - used in any experiments
  - used in or prepared for reliability trials, speed trials, hill climbing tests, rallies, races or other motor sports events or demonstrations
  - used in or prepared for any stunt for film, video or audio recording, or
  - used while in an unroadworthy or dangerous condition.
21. any claim if at the time of the loss or accident your insured vehicle:
  - was used otherwise than in accordance with the description of use stated in your Policy Schedule
  - was used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement
  - was let out on hire
  - formed part of your stock in trade

- was used in the business of a motor driving school
  - was used for the business or occupation of the collection and delivery of goods articles or livestock for reward unless noted in your Policy Schedule.
22. any claim if at the time of the loss or accident:
- you or any person driving or riding with your consent was not licensed to drive or ride your insured vehicle under any law, or
  - your insured vehicle was being driven or ridden on a public road by a person who was not licensed to drive or ride the insured vehicle on a public road.
23. any claim if at the time of the loss or accident you or any person were driving your insured vehicle:
- under the influence of, or impaired by, any drug or intoxicating liquor, or
  - when the percentage of alcohol in the breath or blood was in excess of that permitted by law
- but if you can prove you did not know that the driver of your insured vehicle was so affected, we will indemnify you.
24. any claim for damage if, following an accident involving your insured vehicle, you or any person entitled to cover under this section refused to submit to a test to determine the percentage of alcohol in the breath or blood when requested to do
25. any claim for loss or damage resulting from the use of a fuel system that does not comply with the appropriate Australian Standard code
26. any claim for loss or damage resulting from or occasioned by you (or any person entitled to cover under this Policy) stealing, converting, absconding with or otherwise misappropriating your insured vehicle or deliberately inflicting damage with or to your insured vehicle
27. loss or damage resulting from theft due to trickery or deception
28. any additional costs, such as but not limited to, hire car costs, (other than those covered elsewhere in this Policy), because you cannot use your insured vehicle even though your insured vehicle may not be available following loss or damage covered under this section
29. any loss, damage or liability if any articulated motor vehicle covered under this section is, at the time of an accident, being driven by or is in the charge of a person who is under 25 years of age
30. any loss, damage or liability if any rigid body motor vehicle with a carrying capacity of 8 tonnes or greater is, at the time of an accident, being driven by or is in the charge of a person under 21 years of age
31. any loss or damage under cover 1 of this section if, at the time of an accident, your crane was lifting, lowering, carrying or suspending a load in excess of that for which it is constructed to, or for which it is licensed to lift, lower, carry or suspend
32. any loss, damage, or liability under cover 2 of this section arising out of the use of your crane if at the time of accident, it is lifting, lowering, carrying or suspending any object

33. any breakage of, or damage to, boring equipment while the boring machine is in operation
34. any breakage of, or damage to, the blades of mobile farm machinery while in operation
35. any loss or damage or liability in respect of any underground sewers, water pipes, gas pipes, electric wire cables or their supports, including any transmission cables and their supports or any other underground pipes or cables or their supports.

### Conditions which apply to this section

**The following conditions apply to this section of the Policy.**

#### Maintenance

You must take reasonable steps at all times to safeguard your insured vehicle from loss or damage and to maintain it in efficient condition.

#### Repairs

You must not authorise repairs to your insured vehicle without our consent.

#### Cancellation/salvage

If we settle a claim for your insured vehicle on the basis that it is a total loss:

- we will not refund any premium to you for that insured vehicle, and
- we will retain the proceeds of any sale of the wreck of your insured vehicle.

#### Alterations

This section of the Policy will automatically terminate if the suspension, wheels or engine of your insured vehicle were altered to increase performance beyond the manufacturer's specifications unless:

- we have previously agreed to the alteration, and
- you have paid any additional premium we require, and
- you have agreed to accept any alteration or addition to the terms of this Policy.

#### General average

If the insured vehicle is transported by sea within Australia and as a result of a loss you are charged general average and/or salvage costs, then we will pay those costs.

#### Accident or loss occurring within 9 weeks of renewal

If you report an accident or theft that affects your No Claim Bonus:

- within the 9 week period to the expiry date of this Policy, or
- after the expiry date of this Policy but the claim occurred prior to the expiry date, then

you must pay any additional premium payable as a result of the effect of that claim on your No Claim Bonus within 28 days of written notice to you of the additional premium payable.

## Special clauses

The following special clauses apply to sedans, wagons or vehicles with a gross carrying capacity under 2 tonnes.

Only those special clauses that are shown in your Policy Schedule will apply.

### Windscreen protection clause

If the only damage in an accident is a broken windscreen or window glass, the basic excess shown in your Policy Schedule does not apply for the first windscreen or window glass claim in any one (1) period of insurance.

For the purpose of this benefit, 'broken' will mean a fracture that extends through the entire thickness of the glass or where the windscreen is laminated, a fracture extending through all layers of the lamination or where the damage is sufficient to prevent registration by the appropriate authorities.

### Off road clause

The basic excess plus any other applicable excesses payable under this section is double if your insured vehicle is damaged while it is being driven on any beach or off any public road (excluding driveways) on land not belonging to you.

### Theft clause

If your insured vehicle is stolen and the security system was not active at the time, you must contribute an excess of \$200 in addition to any other excesses payable.

### Security system clause

If your vehicle is stolen, you must contribute an excess for theft as shown in your Policy Schedule which is in addition to any other excesses payable.

### Protected no claim bonus clause

If you are involved in an accident and you make a claim where your no claim bonus would normally be affected, then your no claim bonus entitlement will not be reduced at renewal of your Policy provided you:

- are, at the time of the accident, on maximum no claim bonus, and
- do not have more than one claim, where this clause is applicable in any one (1) period of insurance.

## Section 7: Horses

This section covers your horses in the event of death due to accident, illness or disease.

If you have chosen this cover, it will be shown in your Policy Schedule.

### What we insure

Under this section, we insure your horses which are listed in your Policy Schedule:

- while between the ages of 6 months and 12 years
- which die during the period of insurance due to accident, illness or disease
- for the amounts set out below.

### What we will pay

We will pay the value of the horse(s) up to \$1,000 for any one horse or \$3,000 in total.

### Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule.

### Exclusions which apply to this section

1. We will not pay any amount if the death of the horse is directly or indirectly caused by:
  - intentional slaughter unless a qualified veterinary doctor certifies that destruction was necessary to prevent suffering or to terminate a condition for humane reasons
  - neglect or malicious or wilful injury
  - organised racing or hunting
  - breeding
  - any congenital defect, or
  - any pre-existing condition which occurred before the horse was insured under this section.
2. We will not pay veterinary fees or the cost of medication whether death ensues or not.

### Conditions which apply to this section

In the event of any illness, accident, injury, lameness or physical disability to a horse, you must immediately:

- notify us, and
- seek qualified veterinary advice and follow veterinary instructions. We may refuse your claim if it is proven that you failed to do so and your actions significantly contributed to the death of the horse.

We may request to have a post mortem examination carried out (at our expense) by a veterinary doctor of our choice to verify a claim under this section.

## Section 8: Boat

This section covers your boat for accidental loss and damage and liability.

If you have chosen this cover, it will be shown in your Policy Schedule.

### What we insure

Under this section, we insure your boat as described in your Policy Schedule including:

- the hull
- motors
- equipment and accessories
- sails, masts, spars, standing and running rigging, and
- trailer
- personal effects (or those of any passenger on your boat).

while it is navigating or in transit within the cruising limits specified in your Policy Schedule, and while the boat is at any marina, slipway or location when laid-up ashore or engaged in any voluntary rescue work.

### What is not covered

We will not cover:

- any boat, being a combination of hull and motor, which is capable of a speed exceeding 50 knots
- moorings
- money, credit cards, spectacles, sunglasses, watches, jewellery, cameras, mobile phones, pagers, consumable stores, compact discs, audio or video tapes.

### Additional cover (on application)

The following items are not automatically covered under this section of your Policy. If you require cover on any of these items, then we will need to agree to cover you for these items upon application. Any items agreed by us will be shown in your Policy Schedule accordingly:

- Any dinghy or tender used with your boat capable of a speed exceeding 20 knots.
- Equipment for water skiing, fishing, diving or any other water sports (excluding while in use).

Please remember that you will have to pay any excess as shown in your Policy Schedule.

## Words with special meanings

The following table describes terms which apply to this section.

Word or Term	Meaning
Accident	an incident that is unforeseen and unintended that causes loss or damage. This includes a series of accidents arising out of the one event.
Boat	the boat described in your Policy Schedule. Your boat comprises: <ul style="list-style-type: none"> <li>• the hull</li> <li>• its motor(s), including fuel tanks (unless they form part of the hull)</li> <li>• equipment and accessories</li> <li>• its sails, masts, spars, standing and running rigging</li> <li>• its trailer.</li> </ul>
Damage	any form of physical harm to the boat but not including wear and tear or anything that was present before this Policy came into force.
Equipment and accessories	safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with the boat including: <ul style="list-style-type: none"> <li>• any tender used with your boat</li> <li>• anchors</li> <li>• oars or paddles</li> <li>• detachable canopies</li> <li>• boat and motor covers</li> <li>• bilge pumps</li> <li>• life-saving equipment including life jackets</li> <li>• auto pilot</li> <li>• depth sounders</li> <li>• electronic navigation equipment</li> <li>• global positioning system</li> <li>• EPIRB (Emergency Position Indicating Radio Beacon)</li> <li>• two-way radios</li> </ul> as shown in your Policy Schedule. Note: This definition excludes equipment for water skiing, fishing, diving or any other water sport. Please also see the section 'What we insure' and refer to 'What is not covered'.
Hull	the shell of the boat, deck, fixtures and fittings on the deck or below the deck that are not normally removable and would normally be sold with the boat. Please also see the section 'What we insure' and refer to 'What is not covered'.

Word or Term	Meaning
Legal liability	<p>your legal responsibility arising out of the use of the boat to pay compensation for death, injury or damage to other people (including members of your family) or their property.</p> <p>This responsibility only arises if you have done something wrong or you are at fault.</p> <p>Please also see the section 'What you are covered for – Legal liability' for details on what is covered and not covered.</p>
Motor(s)	<p>includes:</p> <ul style="list-style-type: none"> <li>• inboard motors</li> <li>• outboard motors</li> <li>• stern drive units</li> <li>• jet units</li> <li>• gear boxes</li> <li>• propellers</li> <li>• shafts</li> <li>• skegs</li> <li>• portable fuel tanks and lines</li> <li>• wiring harness</li> <li>• instruments (e.g. tachometer)</li> <li>• control cables</li> <li>• generators.</li> </ul>
Omission	a failure to act which includes failure to do or say something.
Personal effects	<p>include:</p> <ul style="list-style-type: none"> <li>• clothing</li> <li>• waterproof gear, bags</li> <li>• food or beverage coolers</li> <li>• shoes</li> <li>• wallets or purses excluding cash and credit cards</li> <li>• toilet articles</li> <li>• hats or caps</li> <li>• keys or pens</li> <li>• portable: radio, radio cassette and compact disc players.</li> </ul> <p>Note: This definition excludes equipment for water skiing, fishing, diving or any other water sport. This equipment can be covered separately on application. Please also see the section 'What we insure' and refer to 'What is not covered'.</p>
Sails, masts, spars, standing and running rigging	sails, masts, spars, booms and fittings, spinnaker poles, standing and running rigging. Please also see the section 'What you are covered for – loss or damage' for further details on what is covered and not covered.

Word or Term	Meaning
Salvage	<p>is either:</p> <ul style="list-style-type: none"> <li>• what is remaining of the boat after it has suffered loss or damage, or</li> <li>• the action of saving the boat in a time of peril.</li> </ul>
Tender	<p>an auxiliary boat or dinghy (capable of being and usually carried on deck or on davits on your boat or which is towed behind your boat) that is used as a:</p> <ul style="list-style-type: none"> <li>• lifeboat, or</li> <li>• means of transportation between your boat and the shore, or for both purposes.</li> </ul> <p>A tender must be marked with the registration number of your boat and not registered in its own right.</p>
Theft	a person has taken your boat, equipment and accessories without your knowledge, prior consent or agreement with the intention of permanently depriving you of them.
Total sum insured	the amount we agree to insure your boat for and is the total value for all of the boat's hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and trailer, whether individual sums insured are specified for these items by you or not.
Water skiing or aquaplaning	<p>travelling on the surface of water, either barefoot or on water skis or similar devices designed for that purpose while being towed by your boat. For further details on what is covered and not covered, please also see the following sections:</p> <ul style="list-style-type: none"> <li>• 'What you are covered for – Legal liability'</li> <li>• 'Options you can choose for an additional premium – Liability – Water skiers and aquaplaning extension'.</li> </ul>
Yacht racing risks	<p>taking part in a sporting event organised by a club or association. Cover only applies when we have agreed to grant the optional yacht racing risk extension or yacht club social racing risk extension and you have paid the required premium. This will be shown in your Policy Schedule. For further details on what is covered and not covered, please see the following sections:</p> <ul style="list-style-type: none"> <li>• 'What you are covered for – Loss or damage'.</li> <li>• 'Options you can choose for an additional premium – Yacht racing risk extension', and 'Yacht club social racing risk extension'.</li> </ul>

## What you are covered for

### Loss or damage

We will pay for loss or damage which occurs to your boat as described in the left column of this table.

We will not pay for the loss or damage to your boat as described in the right column of this table (or any loss or damage which is otherwise excluded under this section or the Policy).

We will pay for	We will not pay for
<p>Accidental damage:</p> <ul style="list-style-type: none"> <li>If your boat is accidentally damaged.</li> <li>If your boat accidentally sinks, provided it was in a seaworthy condition at the time of sinking.</li> </ul>	<p>Accidental loss or damage to fishing gear, diving equipment, tools and/or water ski equipment while in use.</p> <p>Damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the boat.</p> <p>Damage to sails, masts, spars, standing and running rigging while your boat is racing, unless we agree to provide the optional yacht racing risk extension or yacht club social racing risk extension and you pay an additional premium.</p>
<p>Theft:</p> <ul style="list-style-type: none"> <li>Of the entire boat including trailer, outboard motor(s), equipment and accessories.</li> <li>Of part of the boat including trailer, outboard motor(s), equipment or accessories from: <ul style="list-style-type: none"> <li>the boat, or</li> <li>the place of storage of the boat, trailer, outboard motor(s) or the equipment and accessories.</li> </ul> </li> </ul>	<p>Theft of your boat or any part of it by persons to whom you have loaned your boat.</p>
<p>Theft (continued):</p> <p>In the event of a claim, you will not need to demonstrate that there is physical evidence of visible and forced entry. However, it is a condition of this cover that you take reasonable measures to prevent theft at all times e.g. placing equipment/accessories or outboard motors temporarily removed from the boat in a secure place of storage.</p>	<p>Theft of your boat or any part of it by persons to whom you have loaned your boat.</p>
<p>Malicious damage:</p> <p>If your boat is damaged maliciously.</p>	<p>Loss or damage intentionally caused by you or a person acting with your consent, unless required by law.</p>
<p>Transit damage:</p> <p>If your boat is accidentally damaged during transit on its own trailer by road, rail or ship, provided your boat is designed to be normally trailed by a boat trailer and you are complying with all statutory requirements.</p>	
<p>Clean up costs:</p> <p>We will cover you for the reasonable costs of cleaning up an accident site following accidental discharge, emission spillage or leakage upon or into waters or land of oil, diesel, petroleum products effluent or sewage following an insured event up to a maximum of \$20,000.</p> <p>We pay these costs in addition to the sum insured of your boat.</p>	
<p>Pollution hazard:</p> <p>We will cover you for damage caused to your boat by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from damage to your boat, provided this has not resulted from a lack of due diligence by you.</p>	<p>Any claim arising directly or indirectly from pollution or contamination by any substance.</p>

We will pay for	We will not pay for
<p>Recovery or removal of wreck costs:</p> <p>If your boat is damaged or accidentally sinks, and we agree to recover it or the law requires that it must be removed, we will pay the reasonable costs of the removal/recovery of the wreck. These costs are recoverable in addition to the sum insured of your boat and are subject to a limit of \$1,000,000.</p>	
<p>Other expenses:</p> <p>If your boat gets into difficulties or is accidentally damaged, we will pay the reasonable cost of taking action to:</p> <ul style="list-style-type: none"> <li>• minimise loss or damage, or</li> <li>• remove the boat to safety (including emergency towing), or</li> <li>• dry all the electrical equipment in the motor(s), or</li> <li>• clean and oil the motor(s).</li> </ul> <p>You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority. However, you must advise us as soon as possible after the action has been taken.</p> <p>These costs are recoverable in addition to the sum insured of your boat. The additional amount we will pay is limited to the sum insured of your boat shown in your Policy Schedule.</p> <p>Please remember that you will have to pay any excess shown in your Policy Schedule.</p>	<ul style="list-style-type: none"> <li>• Loss of any outboard motor(s) when they are secured to the boat in a manner other than that specified or recommended by the manufacturer</li> <li>• Depreciation</li> <li>• Loss or damage caused by normal wear and tear</li> <li>• Loss or damage caused by timber rot, delamination, osmosis, deterioration, vermin, marine growth</li> <li>• Loss or damage caused by rusting or other forms of corrosion, or electrolysis</li> <li>• Loss or damage caused by lack of maintenance</li> <li>• Mechanical, structural, electrical or electronic failures. We will pay the resultant damage to your boat due to the failure, but we will not pay for the cost of repairing or replacing the item that failed</li> <li>• The cost of repairing or replacing any part of the boat which is defective and the defect is caused by fault or error in design or construction or faulty workmanship</li> <li>• Financial, emotional or psychological loss which occurs because you cannot use your boat</li> <li>• Any fine or penalty.</li> </ul>

### Legal liability

We will pay for the legal liability of operating your boat or a substitute boat as described in the left column of this table.

We will not pay for the legal liability of operating your boat or a substitute boat as described in the right column of this table (or any legal liability which is otherwise excluded under this section or the Policy).

We will pay for	We will not pay for
<p>Operating your own boat:</p> <p>We cover you and any person authorised by you to control your boat against legal liability for:</p> <ul style="list-style-type: none"> <li>• accidental death or bodily injury to a person other than you</li> <li>• accidental death or bodily injury to you when another person authorised by you is in control of your boat</li> <li>• accidental damage to other people's property caused by the use of your boat.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of or damage to any property owned by you or in your custody or control, or the property of any other person covered by this Policy</li> <li>• Bodily injury to, or the illness or death of, a person who is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party boat insurance</li> <li>• Death or bodily injury caused by the activity of scuba diving</li> <li>• Death or bodily injury or property damage intentionally caused by a person covered by this Policy</li> <li>• Loss or damage to third party property arising from the trailer being towed by or breaking away from or accidentally becoming detached from the towing vehicle</li> <li>• The towing of persons or objects in the air, including parasailing</li> <li>• Water skiing or aquaplaning unless you have chosen the optional water skiers or aquaplaning extension and it is shown in your Policy Schedule</li> <li>• Any tradesperson or company engaged by you for the repair, service or maintenance of your boat</li> <li>• Any claim arising directly or indirectly from pollution or contamination by any substance</li> <li>• Actions that are brought against you in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a state or territory of Australia</li> <li>• Any fine or penalty</li> <li>• Aggravated, exemplary or punitive damages</li> </ul>
<p>Operating a substitute boat:</p> <p>We will cover you against legal liability for:</p> <ul style="list-style-type: none"> <li>• accidental death or bodily injury to a person other than you</li> <li>• accidental damage to other people's property caused by the use of the substitute boat provided that:</li> <li>• you have permission from its owner</li> <li>• your boat is not being used at the time</li> <li>• you or any member of your family does not own or have an interest in the substitute boat. If you are entitled to cover under any other Policy, we will only be liable under this section for the amount your liability exceeds the limits of cover under any other Policy.</li> </ul>	

## What we will pay

### Loss or damage

This is an agreed value Policy. Where specified and shown in your Policy Schedule, there is an agreed sum insured for each of:

- the hull
- the motor(s)
- sails, masts, spars, standing and running rigging
- trailer
- equipment and accessories.

Individual items of equipment and accessories have an agreed sum insured where specified by you.

In the event of a claim, the maximum we will pay you for each item lost or damaged is the agreed sum insured for that item.

Where you have not specified a separate sum insured for either a part of the boat as above, or an individual item, then the maximum we will pay is the current market value of the part or item.

However, the maximum amount payable will not exceed the total sum insured under any circumstances. Any amount payable will be reduced if the total market value of the boat including all items listed above exceeds the total sum insured shown in your Policy Schedule by more than 20%. The amount payable will be reduced in proportion to the difference between the market value of the whole boat and the total sum insured.

We will, at our option:

- repair or replace the item involved, or
- pay you the reasonable cost of repairing or replacing the item involved, or
- pay you the sum insured (where specified) of the item involved and take ownership of any salvage, or
- pay you the current market value of the item (where there is no agreed value) and take ownership of any salvage.

When we decide to either replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation may apply and the amount payable is determined by:

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

When we take the option of repairing an item, the amount that we pay is limited by the actual value of the item being repaired compared with its age and condition.

If your boat is less than one year old, we will not apply depreciation in determining the amount paid to you.

Your personal effects are automatically covered under the Policy while they are on your boat, and the maximum we will pay for loss or damage is \$200 for any one item up to a maximum of \$2,000 in total for any one claim for the reasonable cost of repairing or replacing the lost or damaged item.

### Legal liability

We will pay the costs of:

- compensation, and
- legal fees and expenses

that you are liable for.

We will only pay the costs of legal fees and expenses you incur if we consent to them in writing before you incur them.

### The maximum amount we will pay – Legal liability

The maximum we will pay is the amount shown in your Policy Schedule in total for all claims that arise from any one accident. This maximum amount includes all legal fees and expenses.

### Additional benefits

In addition to the loss and damage and legal liability covers payable under this section, we will also pay the following benefits.

### Personal accident cover

If you suffer bodily injury as a result of an accident during the period of insurance which arises directly out of the use of your boat, and that results within 6 calendar months in either:

- death
- temporary total disablement
- permanent total disablement.

We will pay in the event of your:

- death – the sum of \$10,000
- temporary total disablement – the sum of \$100 per week, up to a maximum of 100 weeks
- permanent total disablement – the sum of \$10,000.

To qualify for payment, you must obtain and follow advice of a qualified medical practitioner (other than you or your spouse) as soon as possible after the accident.

Please note that 'Temporary Total Disablement' means you are unable to carry out all the normal duties of your occupation solely and directly as a result of the injury.

'Permanent Total Disablement' means you have been unable to carry out any occupation for which you are fitted by reason of your education, training or experience for a period of at least 12 consecutive months and you remain unable to do so for a continuous indefinite period solely and directly as a result of the injury.

### Power boat association time trials

We will provide cover if your boat is participating in time trials conducted under the control or regulation of the Power Boat Association to a maximum speed of 15 knots.

## Options you can choose for an additional premium

The following options may be obtained on application, for an additional premium.

### Yacht racing risk extension

If we have agreed to cover you for yacht racing risks and you have paid any additional premium required, then this will be shown in your Policy Schedule. The type of cover provided and the amounts paid are described in the following table.

Type of cover	What we will pay
<p>We will provide additional cover to you for loss of or damage to your boat including its:</p> <ul style="list-style-type: none"> <li>• sails, or</li> <li>• masts, or</li> <li>• spars, or</li> <li>• standing and running rigging</li> </ul> <p>while your boat is racing. We will only cover you when your boat is operating within the following navigational limits:</p> <ul style="list-style-type: none"> <li>• moored boats – within 100 nautical miles of your boat's home port</li> <li>• trailer boats – within 100 nautical miles of the place where your boat was last launched from: <ul style="list-style-type: none"> <li>– on the Australian mainland, or</li> <li>– an Australian offshore Island within 200 nautical miles of the Australian mainland including Tasmania.</li> </ul> </li> </ul>	<p>If an item is lost or damaged while your boat is racing, we will, at our option:</p> <ul style="list-style-type: none"> <li>• repair or replace the item involved, or</li> <li>• pay you the reasonable cost of repairing or replacing the item involved, or</li> <li>• pay you the agreed sum insured (where specified) of the item involved and take ownership of any salvage, or</li> <li>• pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage.</li> </ul> <p>When we decide to either replace an item, or to pay the cost of replacing an item which has no agreed value, then depreciation will apply and the amount payable is determined by:</p> <ul style="list-style-type: none"> <li>• comparing the value of an item with an item of similar age and condition, or</li> <li>• establishing the actual cost of an item of similar age and condition.</li> </ul> <p>If you make a claim under this cover, you will have to pay the yacht racing risk excess shown in your Policy Schedule for any loss or damage to your boat or any legal liability for damage to other people's property. The following sections of the Policy also apply to this extension. Please see these sections for details about what is covered and not covered:</p> <ul style="list-style-type: none"> <li>• 'What you are covered for – Loss or damage'</li> <li>• 'What you are covered for – Legal liability'</li> </ul> <p>We will NOT cover you for any racing outside of the areas set out above, unless you have our agreement in writing.</p>

### Yacht club social racing risk extension

If we have agreed to cover you for yacht club social racing risks and you have paid any additional premium required, then this will be shown in your Policy Schedule. The type of cover provided and the amounts paid are described in the following table.

Type of cover	What we will pay
<p>We will provide additional cover to you for loss or damage to your boat including its:</p> <ul style="list-style-type: none"> <li>• sails, or</li> <li>• masts, or</li> <li>• boom, or</li> <li>• standing and running rigging</li> </ul> <p>while your boat is being raced in yacht club social races not exceeding 15 nautical miles from your boat's home port.</p> <p>This cover excludes spinnakers and/or extras.</p>	<p>If an item is lost or damaged while your boat is racing in yacht club social races, we will, at our option:</p> <ul style="list-style-type: none"> <li>• repair or replace the item involved, or</li> <li>• pay you the reasonable cost of repairing or replacing the item involved, or</li> <li>• pay you the sum insured (where specified) of the item involved and take ownership of any salvage, or</li> <li>• pay you the current market value of the item (where there is no agreed sum insured) and take ownership of any salvage.</li> </ul> <p>When we decide to either replace an item or to pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount payable is determined by:</p> <ul style="list-style-type: none"> <li>• comparing the value of an item with an item of similar age and condition, or</li> <li>• establishing the actual cost of an item of similar age and condition.</li> </ul> <p>If you make a claim under this cover, you will have to pay the yacht racing risk excess shown in your Policy Schedule for any loss or damage to your boat or any legal liability for damage to other people's property.</p> <p>The following sections of the Policy also apply to this extension. Please see these sections for details about what is covered and not covered:</p> <ul style="list-style-type: none"> <li>• 'What you are covered for – Loss or damage'</li> <li>• 'What you are covered for – Legal liability'</li> </ul>

### Liability – Water skiers or aquaplaning extension

If we have agreed to cover you for water skiers or aquaplaning extension and you have paid any additional premium required, then this will be shown in your Policy Schedule. The type of cover provided is described in the left column of this table.

We will not pay for the liability of water skiers or aquaplaning extension as described in the right column of this table (or any liability which is otherwise excluded under this section or the Policy).

Type of cover	We will not pay for
<p>We will cover you or any person allowed by you to control your boat and the person acting as an observer (within the requirements of any law) against legal liability for:</p> <ul style="list-style-type: none"> <li>accidental death or bodily injury to a water skier or aquaplaner (including you) towed by your boat</li> <li>accidental death or bodily injury to any person caused by a water skier or aquaplaner being towed by your boat, or</li> <li>accidental damage to another person's property caused by a water skier or aquaplaner being towed by your boat.</li> </ul> <p>We will also cover a water skier or aquaplaner towed by your boat against the water skier's or aquaplaner's legal liability to others for accidental:</p> <ul style="list-style-type: none"> <li>death or bodily injury to a person, or</li> <li>damage to property other than your boat caused by the water skier or aquaplaner while being towed by your boat.</li> </ul>	<p>We will not pay the costs of liability arising out of:</p> <ul style="list-style-type: none"> <li>water skiing or aquaplaning when there is not a legally competent observer in addition to the driver on board your boat at the time of the accident</li> <li>water skiing or aquaplaning when an aerial device or ski ramp is being used</li> <li>water skiing or aquaplaning when a ski mast, ski pole, ski tower are being used unless it is professionally designed, manufactured and installed</li> <li>competition water skiing</li> <li>towing or using air chairs</li> <li>towing of any person by personal watercraft that breaches waterways regulations</li> <li>towing of any device not designed and professionally manufactured for the purpose of being towed behind a boat (e.g. surfboards or tyre tubes).</li> </ul> <p>The following sections of the Policy also apply to this extension. Please see these sections for details about what is covered and not covered:</p> <ul style="list-style-type: none"> <li>'What you are covered for – Loss or damage'</li> <li>'What you are covered for – Legal liability'</li> <li>'The maximum amount we will pay – Legal liability'</li> </ul>

### Excesses that apply to this section

You will have to pay an excess for each claim you make under this section of the Policy. The amount of excess is shown in your Policy Schedule.

If you make a claim for loss or damage to your personal effects, the excess will be \$100 for each and every claim for personal effects.

### When no excess applies

You will NOT have to pay an excess for claims arising out of death or personal injuries under the personal accident or liability covers.

### Exclusions which apply to this section

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expenses of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This includes any action taken in controlling, preventing, suppressing, retaliating against or responding to or in any way relating to the following exclusions

1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
5. Any chemical, biological, bio-chemical, or electromagnetic weapon.

### Additional exclusions applying to this section of the Policy

In addition to the above exclusions, we will NOT cover you when:

1. your boat is outside the cruising limits described in your Policy Schedule
2. your boat is being operated:
  - at a speed greater than 50 knots
  - with a motor more powerful than recommended by the hull manufacturer for the hull specifications
  - with more than the maximum number of passengers or load recommended by the hull manufacturer.

3. at the time of the loss, damage or liability incurred, you or any person with your consent was:

- under the influence of, or impaired by any drug or intoxicating liquor, or
- when the percentage of alcohol in the breath or blood was in excess of that permitted by law.

However, we will cover you if you were not on board the boat at the time and can clearly demonstrate that you had no reason to suspect that the person in control would be under the influence of alcohol and/or any drug or had a percentage of alcohol in excess of legal limits.

4. your boat is under the control of a person not licensed under the applicable law:

However, we will cover you if the person:

- was not named as one of the insured in your Policy Schedule, and
- you can clearly demonstrate you had no reason to suspect that person was unlicensed.

5. your boat is being used in racing, speed tests or trials, unless you pay an additional premium and we agree to provide the optional yacht racing risk extension or yacht club social racing risk extension

6. your boat is being used for an unlawful purpose

7. your boat is being used for hire or charter, or for payment or reward at the time of the accident or loss unless we specially agree to cover this use and it is shown in your Policy Schedule

8. your boat is being towed on a trailer by a driver with your consent, but the driver was not licensed to drive a vehicle in accordance with the law

But we will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed.

9. your boat is being transported on a trailer, unless the boat is designed and built for that purpose

10. your boat is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree (in writing) to cover you

11. the boat is being used for permanent living accommodation unless you tell us beforehand in writing, and we agree (in writing) to cover you

12. you do not keep the boat in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements (e.g. Waterways Authority Regulations)

13. your boat is undergoing major hull repair or alteration (e.g. extending the length of the boat, major refurbishment of deck, cabin and hull or replacing inboard engines) unless you tell us beforehand in writing, and we agree (in writing) to cover you.

## Conditions which apply to this section

The following conditions apply to this section of the Policy.

### Purchase of a 'new' boat

If you replace the boat or any item shown in your current Policy Schedule and we agree to cover the replacement, the Policy covers it:

- from the time you bought it, and
- up to the same value as your agreed sum insured, and
- no longer covers the old boat or item.

We will give you this cover for the 'new' or replacement boat or item only if:

- you give us written details of it within 14 days of buying it, and
- you pay us any additional premium and government charges that we ask for.

In providing you this cover, we will consider either the price you paid for the hull, motors, equipment and accessories, sails, masts, spars, standing and running rigging and its trailer, or our valuation as the agreed sum insured of that item.

### If you sell or give away your boat

If you sell or give away your boat or part-ownership in a boat and do not advise us, then the cover under this Policy ceases immediately without any notice to you from the time of sale or when you gave away your boat. If you advise us that you no longer own the boat, we will provide a refund for the remainder of the premium you paid. This is done by deducting an amount to cover the period for which insurance was supplied to you.

If you are giving up an interest as lessor, mortgagee or owner under a hire purchase agreement, you do not have to advise us.

### Other insurance policies

If at the time of an accident another Policy is in force covering the same risk, we will only pay the amount in excess of the amount that is recovered under those policies limited to the sum insured shown in your Policy Schedule.

### You must take reasonable care

You must at all times take reasonable care to:

- prevent theft or attempted theft of the boat, outboard motor(s) or the equipment and accessories
- protect your boat against any initial or further loss or damage
- keep your boat in good condition
- prevent death, bodily injury, or illness to other people, or loss or damage to their property, and
- obey any statutory requirements that safeguard people or their property.

## What you must pay if you make a claim – Excess

### Applies to all sections of this Policy

'Excess' means the first amount you must contribute to any claim you make under this Policy.

Most sections require you to contribute an amount towards your loss or damage. This is known as an excess.

If an excess applies, it will be described in the section to which it applies and/or listed in the Policy Schedule.

For most sections if more than one excess applies to one claim, you need only pay one excess. It will be the higher of the applicable excesses. The motor section includes two types of excess.

## When you are not covered

### These exclusions apply to all sections of this Policy

#### General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or

2. (a) in respect of: Section 1 – Home Buildings and Home Contents, and Section 7 – Motor Vehicle in respect of passenger vehicles, utilities and motorcycles used for private purposes only:

Any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

- (b) in respect of all other Sections of this policy (including, in respect of Section 7, vehicles other than passenger vehicles, utilities and motorcycles used for private purposes only):

Any act(s) of Terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or

- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Additional exclusions applying to this Policy

This Policy does not cover:

1. loss or damage to electronic data.

Notwithstanding anything contained in this policy or any endorsement attached to it this Policy does not cover electronic data. However where cover is otherwise provided by this Policy we will indemnify you for losses to electronic data arising out of fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact, aircraft and/or other aerial device and/or articles dropped from them, sonic boom, theft which is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such electronic data, breakage of glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising, storm and/or tempest and/or rainwater and/or wind and/or hail, water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes.

For the purposes of this exclusion 'electronic data' means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and or processing by electronic and/or electromechanical data processing and/or electronically controlled equipment which includes but is not limited to programs and/or software and/or other coded instructions for such equipment.

2. any cost unless it is specifically listed in the Policy
3. replacement of undamaged property
4. any claim which arises from any deliberate act committed by you or your family or by any person acting for you or with your express or implied consent
5. claims which arise out of venereal disease, herpes, acquired immune deficiency syndrome (AIDS) or other communicable disease
6. punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages
7. fines, or penalties, or liquidated damages.

## Special clauses

Only those clauses that are shown on the Policy Schedule will apply.

## General conditions

**These general conditions apply to all sections of this Policy**

### Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

### Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

### Cancelling your Policy

#### How you may cancel this Policy

- You may cancel this Policy or any section of it at any time by telling us in writing that you want to cancel it.
- Where 'you' involves more than one person, we will only cancel the Policy or any section of it when a written agreement to cancel the Policy or any section of it is received from all persons named as the insured.

#### How we may cancel this Policy

- We may cancel this Policy or any section of it in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### The premium

We will refund to you the proportion of the premium for the remaining period of insurance.

When the premium is subject to adjustment, even if the Policy is cancelled, you must still supply us with the information we need to calculate the premium adjustment, and pay the adjusted premium up to the date of cancellation.

### Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

### Alteration of risk

You must tell us about any change in the nature of the risk which occurs during the period of insurance and which increases our risk.

If you fail to do so, we may cancel this Policy.

### You must tell us

You must tell us as soon as possible in writing of:

- every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not you believe any claim amount might fall below the excess
- every change that comes to your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.

### Unoccupied farms

If you intend to leave the farm or any home buildings unoccupied for more than 90 consecutive days, you must obtain our agreement in writing to continue the cover on those buildings.

If you do not do so, we will only pay for loss or damage caused by lightning, thunderbolt, earthquake for the period in excess of 90 consecutive days during which you have left the buildings unoccupied.

The period of 90 consecutive days is calculated from the date when you last occupied the buildings regardless of the commencement or renewal date of the policy.

### Mortgagee's rights

We may pay all or part of a claim for loss or damage to your Home or to any mortgagee or creditor who is noted in the Policy Schedule.

We will only do this if we agree to pay the claim on a cash basis (i.e. make a payment in lieu of paying for the cost of repairs).

We will not pay the mortgagee or creditor more than the amount outstanding under your mortgage or credit arrangement. If this is less than the amount we agreed to pay in settlement of the claim, we will pay you the balance.

Any amount that we pay to a mortgagee or creditor will satisfy our obligation to you for the amount paid.

## Claims

### Making a claim

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim.

If you do not do so, we may refuse your claim or reduce the amount we pay you.

#### When loss or damage occurs you must:

- (a) take all reasonable steps to reduce the loss or damage and to prevent further damage
- (b) immediately report to the Police:
  - if you know or suspect that property has been stolen
  - if someone has broken into your premises
  - if someone has caused malicious damage to your property
  - full details surrounding the circumstances of any motor vehicle accident.
- (c) if the loss or damage involves another motor vehicle, obtain the name and address of the other driver and (if different) the name of its owner, and the make, type and registration number and details of the insurance on the other vehicle
- (d) not authorise the repair or replacement of anything without our agreement
- (e) not make any admission of liability, offer, promise or payment in connection with any event
- (f) promptly inform us by telephone or in person
- (g) preserve any damaged property and make it available for inspection by a representative or agent of ours (including a loss adjuster).

#### To make a claim you will need to:

- fill in our claim form
  - return it to us within 30 days of the event that gave rise to the claim
  - give us all information and documentation which we request
- If we ask for it, you must provide us with a statutory declaration of the truth of your claim and any matters connected with it, and
- immediately send us any court document or other communication you receive about the claim. Do not take any action yourself or ask anyone else to do so on your behalf.

### Proceedings and negotiations

We control all claims that are made against you.

You must give us all information and assistance we need:

- to settle or defend claims, or
- to recover from others any amount we have paid for a claim.

You must allow us:

- to make admissions, settle or defend claims on your behalf, and
- to take legal action in your name against another person to recover any payment we may make in relation to a claim. We will do this at our own expense. You must do everything which we ask to assist us. We may take action before we pay your claim and whether or not you have been fully compensated for your actual loss.

### Discharge of our liabilities

At any time we can pay to you or on your behalf, for all claims made against you for any one occurrence:

- the limit of liability under the section under which the claim is made, after deducting any amounts already paid, or
- any lower sum for which the claim may be settled.

If we do so:

- the conduct of any outstanding claim(s) will become your responsibility, and
- we will not be liable to pay any further amounts under that other than costs, charges, or expenses that we agreed to pay before we made the payment referred to above.

### Excess

You may be requested to pay your excess when you lodge your claim form or before your motor vehicle is released from a repairer. Alternatively we may deduct your excess from our payment to you.

If you suffer damage which leads to a claim under more than one section of this Policy:

- the highest excess is payable, but
- only one excess is payable.

### Inspection and salvage

You must give us access to your property or make your property available to us for inspection if you make a claim.

You must allow us to take possession of any damaged property and deal with it in a reasonable manner. If we do not take possession of the damaged property, you can not abandon your responsibilities to us for the property.

### Automatic reinstatement

After we have admitted liability for loss or damage (other than for a total loss under the property section or claims in respect of products liability), we automatically reinstate the sum insured to the amount shown in the Policy Schedule at the time of loss.

If we request an additional premium, you must pay it to us or the cover will be reduced by the amount of the claim settlement.

## Other insurances

When you make a claim, you must give us written notice of any other insurance covering the property or legal liability which may also apply to your claim.

## Contribution

When a loss paid under this Policy is also recoverable under another policy and we have paid more than our rateable share, we may seek reimbursement from the other insurer or insurers.

## What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

## What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.