



# Farmsure

Product Disclosure  
Statement and  
Policy Wording



**INSURANCE**  
FACILITATORS

Issued by Insurance Facilitators Pty Ltd, ABN 90 099 104 480 AFS Licence No. 289450 on behalf of and as underwriting agent for the insurer HDI Global Specialty SE - Australia, ABN 58 129395 544 AFS Licence No. 458776

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# PRODUCT DISCLOSURE STATEMENT

## INTRODUCTION

This document is a Product Disclosure Statement (PDS) and Policy Wording. The PDS is designed to assist You in making informed choices about the cover which is available under this Policy.

We are required by law to provide You with a PDS if You are an individual, if You employ fewer than 20 people in Your Farm Business, and if You plan to take out any of the following insurance covers:

- Domestic Home
- Domestic Contents
- Private Motor.

To be able to take out any of the above three (3) covers with Insurance Facilitators, You also need to take out Farm Property and Farm Liability insurance with Us.

## OUR WORDS

To make it easier to understand this Policy, We have written the document in plain English.

Also, the “General Definitions” and “Definitions Specific To This Section” will help You understand what we mean by certain words, and these words start with a capital letter throughout the document. “Definitions Specific To This Section” can be found at the start of each Section of the Policy.

Words that are capitalised in headings do not necessarily have definitions.

## WHO IS THE INSURER

The Insurer of the Policy is HDI Global Specialty SE – Australia (HDI Global Specialty) (ABN 58 129 395 544, AFS License number 458776) and its registered address is Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000, Australia. The Insurer is regulated by the Australian Prudential Regulation Authority (“APRA”).

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistrasse 396, 30659 Hannover, Germany with registraton number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance Business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

## WHO IS THE UNDERWRITING AGENT

In effecting this contract of Insurance Facilitators Pty Ltd (ABN 90 099 104 480, AFSL 289450), will be acting under a binder for the Insurer to provide Products, and to deal with complaints on behalf of the Insurer. Insurance Facilitators Pty Ltd will be acting as agent for the Insurer, and not for You.

### Contacting Insurance Facilitators Pty Ltd

The contact details for Insurance Facilitators Pty Ltd are:

119 Glen Osmond Road  
EASTWOOD SA 5063  
PO Box 106  
FULLARTON SA 5063  
Ph: +61 (0)8 8372 4020  
Fax: +61 (0)8 8372 4030

Web: [www.if.net.au](http://www.if.net.au)  
Underwriting email: [farm@if.net.au](mailto:farm@if.net.au)  
Claims email: [claims@if.net.au](mailto:claims@if.net.au)  
Claims phone: 1300 131 100  
Accounts email: [accounts@if.net.au](mailto:accounts@if.net.au)

## APPLYING FOR COVER

The proposal form is completed by You or on Your behalf when You apply for cover under this Policy.

We may request as part of Our underwriting criteria, additional specific information in the form of questionnaires or surveys which will form part of the proposal form. We rely on this information to decide whether to offer insurance and the terms on which We provide cover.

We will:

- identify the Sections You want and matters particular to them, i.e. the property You want to cover, the Sums Insured, any variations to the standard terms and any Excesses that may apply;
- identify the Period of Insurance during which Your Policy will operate;
- inform You about the cover We are able to offer You and the total premium You need to pay for Your Policy;
- advise whether any of the standard terms need to be varied by way of endorsement;
- prior to expiry, send You a renewal notice via Your Broker, which tells You whether We will renew the Policy and if so, on what terms.

The above details are recorded in Your Policy Schedule We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep Your Policy Schedule and the Policy documents in a safe place.

## HOW WE CALCULATE YOUR PREMIUM

We determine the premium by considering certain information, such as:

- the property being insured – its size, construction materials, and where it is located;
- the level of cover You choose, the Sum Insured and whether You choose to have a higher Excess;
- the type of farming activity You undertake;
- the age of Your Vehicles, their model, use and the accessories or modifications they have;
- whether You have had any previous insurance claims.

The premium may increase where there are factors that increase Our risk, e.g. higher Sums Insured, inferior construction materials or higher incidents of previous claims for this class of insurance. On the other hand, the premium may decrease where there are factors that decrease Our risk such as higher Excess levels, low claims history and superior fire protection.

We tell You when You apply for insurance how and when the premium needs to be paid. It is a term of Your Policy that You pay the premium to Us by the required time. If Your premium is not paid by the due date, or if payment is dishonoured, Your Policy will automatically cease.

## MAKE SURE YOUR SUMS INSURED ARE ADEQUATE

We will pay up to the Sum Insured or other specified limits for the insured items and their covers, so it is important You make sure these amounts are adequate for Your needs. If not, some of Your losses may not be covered. You should also review Your Sums Insured whenever Your situation changes.

## UNDERSTANDING YOUR POLICY

You need to read Your Policy carefully to ensure that You understand its significant features, benefits and risks. You need to read:

- about each cover type and its benefits, along with what is not covered under each Section;
- the Duty to take Reasonable Care not to Misrepresent, that You need to meet before We can insure You, Our information on how to make a complaint and Our Privacy Statement;
- the General Definitions and the definitions specific to the Section, which explain what We mean by certain words used in the Policy;
- the General Exclusions, which set out the exclusions and limits that are applicable to all Sections in the Policy;

- the General Conditions, which set out certain general rights and obligations that You have and We have under the Policy. If You do not meet Your obligations We may refuse to pay a claim, or where We have suffered prejudice as a result of Your failure to meet Your obligations, We may reduce the amount We pay You by the extent to which We have suffered prejudice;
- Your Policy Schedule, including any endorsement or other written changes to Your cover We issue You with, as these contain specific details relevant to You which can affect the cover.

## SUMMARY OF COVERS

The table below provides a summary of each of the seven (7) Sections available under this Policy. Each Section contains details of the limits, exclusions, and specific conditions that apply.

Section	Summary of Covers
<b>Domestic Property</b>	<p>The “Domestic Property” Section:</p> <ul style="list-style-type: none"> <li>▪ covers Your Domestic Building and Domestic Contents for accidental damage, up to the nominated Sum Insured;</li> <li>▪ includes \$20,000,000 domestic liability cover.</li> </ul> <p>Automatic Additional Benefits include:</p> <ul style="list-style-type: none"> <li>▪ temporary accommodation;</li> <li>▪ contents in transit.</li> </ul> <p>Additional Cover Options:</p> <ul style="list-style-type: none"> <li>▪ Personal Items cover for items such as jewellery, sporting or computing equipment.</li> </ul>
<b>Farm Property</b>	<p>The “Farm Property” Section:</p> <ul style="list-style-type: none"> <li>▪ covers accidental loss or damage to Your Farm Property assets including Farm Buildings, Farm Contents, Fencing, Hay, Grain, Silage, and Aboveground Farm Improvements caused by accidental damage;</li> <li>▪ covers Livestock and Mobile Farm Machinery</li> </ul> <p>Automatic Additional Benefits include:</p> <ul style="list-style-type: none"> <li>▪ new Farm Buildings, additions and alterations;</li> <li>▪ firefighting expenses;</li> <li>▪ removal of debris.</li> </ul> <p>Additional Cover Options:</p> <ul style="list-style-type: none"> <li>▪ Unspecified Farm Buildings</li> <li>▪ Unspecified Mobile Farm Machinery</li> <li>▪ Unspecified Aboveground Farm Improvements</li> <li>▪ Disruption Expenses;</li> </ul>
<b>Farm Theft</b>	<p>The “Farm Theft” Section covers:</p> <ul style="list-style-type: none"> <li>▪ loss or damage to Your Insured Property as a result of Theft or attempted Theft at the Situation , up to the nominated Sum Insured.</li> </ul> <p>Automatic Additional Benefits include:</p> <ul style="list-style-type: none"> <li>▪ keys and locks;</li> <li>▪ temporary protection;</li> <li>▪ temporary removal.</li> </ul>
<b>Farm Liability</b>	<p>The “Farm Liability” Section covers:</p> <ul style="list-style-type: none"> <li>▪ You anywhere in Australia, for amounts You may be legally liable to pay for Personal Injury or Property Damage to a third party;</li> <li>▪ Incidental Farm Contracting if it is related to the Farm Business and the revenue derived is no more than 20% of Your gross annual revenue or \$100,000, whichever is the lesser.</li> </ul> <p>Automatic Additional Benefits include:</p> <ul style="list-style-type: none"> <li>▪ Drones;</li> <li>▪ ground overspray damage;</li> <li>▪ property in Your physical or legal control.</li> </ul> <p>Additional Cover Options:</p> <ul style="list-style-type: none"> <li>▪ aerial spraying;</li> <li>▪ Farm Hosting.</li> </ul>

## Farm Transit

The “Farm Transit” Section covers:

- You anywhere in Australia up to the nominated Sum Insured for loss or damage to Your Insured Property while in transit by a Conveying Vehicle, caused by one of the defined events in that section;
- Insured Property can include Livestock, Your Farm Produce, as well as domestic and farm supplies.

Automatic Additional Benefits include:

- temporary herding and/or vet services;
- removal of debris and Insured Property following an Insured Loss.
- Replacement property hire

## Machinery Breakdown

The “Machinery Breakdown” Section can cover:

- Specified Machinery items for Breakdown up to the nominated Sum Insured;
- Unspecified Machinery Breakdown cover is also available.

Automatic Additional Benefits include:

- hire of temporary equipment;
- overtime and express freight.

Additional Cover Options:

- deterioration of Your Farm Produce while in cold storage.

## Motor Vehicle

Under the “Motor Vehicle” Section, You can insure passenger vehicles, utility vehicles, vans and four-wheel drive, as well as vehicles used in the Farm Business such as tractors, headers and harvesters.

Vehicles can be covered for

- Comprehensive, or;
- Third-Party Property Damage Only cover.

Automatic Additional Benefits include:

- additions and deletions of Vehicles;
- towing, storage and protection;
- locks and keys.

Additional Cover Options:

- hire Vehicle after an accidental loss or damage claim;
- Excess-free windscreen;
- Cover for Miscellaneous Farm Vehicles or Miscellaneous Farm Bikes

## WHAT MAKES UP YOUR POLICY

In accordance with the Policy terms and conditions, Your Policy is made up of Your proposal, this Policy Wording, Your Policy Schedule and any subsequent written endorsements We issue to You. They should all be read carefully and kept in a safe place. The Policy terms will apply even if You have not read them.

We only provide You with insurance under the terms of the Policy and only for the Period of Insurance shown on Your Policy Schedule. The insurance provided under any of Our Sections is also subject to Our General Exclusions and General Conditions, together with the provisions shown on the Policy Schedule issued to You.

## OUR CONTRACT WITH YOU

The contract of insurance is based on the information You gave Us when You applied for the insurance, and any subsequent information which You have supplied.

We will provide cover for those Sections of the Policy You have selected and that are shown on Your Policy Schedule.

You must pay the premium and any relevant government charges for the Period of Insurance and comply with all the Policy terms and conditions.

The Policy, any other declarations You make and any endorsement, amendment or alteration to Your cover will form the legal contract between You and Us.



## UPDATING THE PDS

We may be required by law to update the PDS and in these cases, We will provide You with a new PDS or a Supplementary PDS. Where there is information that a reasonable person would decide is not materially important when making a decision on purchasing this insurance, We will include this information on the Insurance Facilitators website – [www.if.net.au](http://www.if.net.au). We give You a cooling-off period of fourteen (14) days from the start date of the Period of Insurance, in which You can review Your Policy documents to ensure You have made the right decision. If You have not made a claim within that period and decide that You do not want the insurance, You can cancel it from the start date if You request cancellation within the fourteen (14) day period. We will give You a full refund of any premium You have paid.

After the cooling-off period has ended, You still have cancellation rights as per the “General Conditions” applicable to this Policy.

## YOUR DUTY TO TAKE REASONABLE CARE NOT TO MISREPRESENT

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of your knowledge, including where We ask You to confirm or update information that You have previously given to Us when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask is clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like Us to explain it to You, please get in touch with Us and We will explain this to You.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your Policy or reduce the amount We will pay You if You make a claim, or both. It is therefore vital that You be honest and specific in Your responses. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

## GOVERNMENT CHARGES

Your total premium will also include compulsory government charges such as the Goods and Services Tax (GST), Stamp Duty and Emergency Services Levy depending on the class of insurance and the State or Territory of Australia where the risk is located. These amounts will all be shown separately on Your Policy Schedule.

If We are required to pay the Emergency Services Levy based on an estimated amount, it is based on criteria set by the Government. We allocate to the Policy Our estimate of the amount We will be required to pay. This may result in a discrepancy, however, We will not alter Your premium at the end of the Period of Insurance.

The Goods and Services Tax (GST) and Your Insurance (GST-Registered Policyholders only)

## THE GOODS AND SERVICES TAX (GST) AND YOUR INSURANCE (GST-REGISTERED POLICYHOLDERS ONLY)

Information You must give Us:

If You are registered, or required to be registered, for GST purposes, You must provide Us in writing with Your ABN when requested. You must also advise Us in writing what Your Input Tax Credit (ITC) entitlement is for the insurance premium, either:

- a) on or before entry into, renewal or variation of this Policy; or
- b) if permitted under the GST Law, at any other time at or before You first notify Us of a claim under this Policy.

If You have told Us Your ITC entitlement under (a) above and Your ITC entitlement later alters, You must tell Us in writing about that alteration.

If You are registered and cease to be registered for GST purposes, You must tell Us immediately in writing.

## CHANGING THE TERMS AND CONDITIONS OF YOUR POLICY

You may ask Us to change Your cover. If We agree, We will confirm the change in writing.

## FINANCIAL CLAIMS SCHEME

In the event of the insolvency of HDI Global Specialty SE - Australia, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be found at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 558 849.

## COMPLAINTS HANDLING & DISPUTE RESOLUTION

IF are committed to raising standards of service to Our customers.

The following standards apply to all complaints handling.

1. We will conduct complaints handling in a fair, transparent and timely manner.
2. We will make available information about Our complaints handling procedures.

We will only ask for and take into account relevant information when deciding on Your complaint.

1. You will have access to information about You that we have relied on in assessing Your complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, We may decline to release information but We will not do so unreasonably. In these circumstances, We will give You reasons. We will provide Our reasons in writing upon request.
2. Where an error or mistake in handling Your complaint is identified, We will immediately initiate action to correct it.

**The satisfaction of Our clients is extremely important. As such, We would like You to tell Us if any of Our products or services has not met Your expectations in any way.**

If You have a complaint which You wish Us to review, You can get in touch with Us by mail, fax, phone, in person or email. Remember to include Your name, policy number and some details relating to Your complaint.

Within 1 business day of receiving Your complaint, Insurance Facilitators will acknowledge Your complaint in written form (Email, post and/or fax). You will be provided with the contact details of the person reviewing the complaint, the timeframes in which action will be taken and the steps within the complaints process, including the details of ACFA.

When You first speak to Insurance Facilitators about Your complaint or concern, the person trying to resolve Your complaint will listen to You, consider the facts and attempt to resolve Your complaint immediately. Further information to support Your complaint may be requested. Insurance Facilitators will make a decision on Your complaint within 7 days.

If we do not resolve the complaint to Your satisfaction, then we will hand over the Complaint File to HDI immediately. Your dispute will be acknowledged in writing within 1 business days of receipt. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your dispute within 13 business days of receipt, provided we have received all necessary information and have completed any investigation required. HDI may require additional information from You when we hand over Your complaint file.

If Your complaint is not resolved by HDI at day 22 and it looks unlikely that a decision can be made by Day 30 due to varying complexities or severe circumstances, You will be updated immediately and afforded the opportunity to take Your complaint to the Australian Financial Complaints Authority (AFCA). If You decide to keep the complaint with HDI, then with approval from ACFA, HDI will be given a 14-day extension to make a decision on Your complaint.

When HDI makes a decision on Your complaint it will be in writing. Your written decision will include the final outcome of the complaint, reasons behind the decision, Your rights if You are not happy with the decision and the contact details of AFCA.

HDI will provide You with enough detail to understand the basis of the decision and be fully informed when deciding whether to escalate the matter to AFCA or another forum.

AFCA is an ASIC approved external dispute resolution body. AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. We are bound by the determination of AFCA but the determination is not binding on You.

You can contact AFCA at:

## Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

## GENERAL CODE OF PRACTICE

From 1 January 2022, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit [insurancecode.org.au](http://insurancecode.org.au).

## PRIVACY STATEMENT

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. We have developed a Privacy Policy, which explains what sort of personal information We hold about You and what We do with it. You can access HDI Global Specialty's Privacy Policy and Privacy Statement at <https://www.hdi-specialty.com/int/en/legals/privacy>, and Insurance Facilitator's Privacy Policy at [www.if.net.au](http://www.if.net.au). 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 collect, use and disclose Your personal information for a purpose You would reasonably expect.

We may need to disclose personal information to other entities within Our group, reinsurers (who may be located overseas including United Kingdom and European Union), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Us and them in providing relevant services and Products, or the purpose 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. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. We will request Your consent to any other purpose.

By providing Your personal information to Us, You consent to Us making the disclosures set out above that require consent. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Us written notice. 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 Us at the following address:

### HDI Global Specialty SE - Australia

Tower One, Level 33, 100 Barangaroo Avenue,

Sydney, NSW, 2000

[PrivacyAustralianBranch@hdi-specialty.com](mailto:PrivacyAustralianBranch@hdi-specialty.com)

If You believe that We have interfered with Your privacy in Our handling of Your personal information, You may lodge a complaint by contacting Us.

We will attempt to resolve Your complaint in accordance with Our Privacy Complaints Procedure.

If You are not satisfied with the resolution of Your complaint or with the way that We have handled Your complaint through the Privacy Complaints Procedure, You may be able to refer the matter to the Office of the Australian Information Commissioner.

If You would like more information about Our Privacy Complaints Procedure, please contact Us.

# GENERAL DEFINITIONS

There are some words which have been given special meanings in this Policy; these are listed along with their meaning in the table below:

<b>Aircraft</b>	Means any machine or device, excluding Drones, capable of atmospheric flight through air or space.
<b>Aircraft Landing Area</b>	Means land, property or structure from where Aircraft land, take-off, are housed, maintained or operated when they are not airborne.
<b>Burglary</b>	Means Theft involving forced and violent entry into a Domestic Building.
<b>Compensation</b>	Means monies paid or agreed to be paid by judgment, award or settlement in respect of Personal Injury and/or Property Damage, provided such Compensation is only payable in respect of an Occurrence to which this Policy applies.
<b>Dangerous Goods</b>	Means freight that consists of goods defined as dangerous by the Dangerous Goods Code, however this definition does not include Dangerous Goods in Classes 1, 6 and 7 under this code.
<b>Dangerous Goods Code</b>	Means the current Australian Code for the Transport of Dangerous Goods by Road and Rail.
<b>Drone</b>	Means a Remotely Piloted Aircraft System with gross weight of no more than 2kg.
<b>Employee</b>	Means any person for whom You are required to have cover for Workers' Compensation or similar cover under workers' compensation legislation.
<b>Excess</b>	<p>Is costs inclusive and means the first amount of each and every claim or series of claims, arising out of any one Insured Loss or Occurrence, which You must pay and for which You are responsible. The Excess applicable to any Section will be shown on Your Policy Schedule.</p> <p>If a claim arises from a single Insured Loss or Occurrence and You can obtain cover under more than one Section of this Policy, You will only be required to pay the highest single Excess applicable, regardless of the number of Excesses which may apply.</p>
<b>Farm Business</b>	Means the farming business activities carried out by You at the Situation as advised to Us and shown on Your Policy Schedule, along with any Incidental Farm Contracting.
<b>Farm Produce</b>	Means all primary Products produced at the Situation, including harvested crops, stored produce and feed owned by You or for which You are legally responsible.
<b>Flood</b>	<p>Means the covering of normally dry land by water that has escaped or been released from the normal confines of:</p> <ul style="list-style-type: none"> <li>■ any lake, or any river, creek or other natural watercourse, whether or not it has been altered or modified; or</li> <li>■ any reservoir, canal, or dam.</li> </ul>
<b>Grain</b>	Means seed that is stored in a soundly-built, three-or-four sided and weatherproof shed, silo or silo bag owned by You or for which You are legally responsible.
<b>Hay</b>	Means any crop (but not while growing), owned by You or for which You are legally responsible, that has been harvested/cut, baled, rolled, stacked, or stored.

<b>Horse Activities</b>	Means horse riding activities performed by others.
<b>Incidental Farm Contracting</b>	Means farm services provided for third parties by You that: <ul style="list-style-type: none"> <li>■ relate specifically to the same activities as Your Farm Business;</li> <li>■ are something You receive payment for;</li> <li>■ generate no more than 20% of Your gross annual revenue or \$100,000, whichever is the lesser, or such other amount as We agree to in writing; and</li> <li>■ occur at an alternative location.</li> </ul>
<b>Indemnity Value</b>	Means the value of Your Insured Property at the time of loss or damage taking into consideration the age, condition and state of repair.
<b>Insured Property</b>	Means the property stated in each Section of Your Policy Schedule owned by You or for which You are legally responsible. In some Sections, Insured Property has a special meaning which is explained in the “Definitions Specific to This Section” for that Section.
<b>Insured Loss</b>	Means an unforeseen and unintended incident causing loss or damage including a series of incidents arising out of the one event that results in an accepted claim under a relevant Section of the Policy.
<b>Micro RPA</b>	Means an RPA (remotely piloted aircraft) with a gross weight of 100g or less.
<b>Money</b>	Means: <ul style="list-style-type: none"> <li>■ cash, coins or bank notes and securities of all denominations currently in circulation;</li> <li>■ negotiable and non-negotiable instruments.</li> </ul>
<b>Occurrence</b>	Means an event including repeated, continuous exposure to substantially the same general conditions, resulting in Personal Injury or Property Damage that is neither expected nor intended. All incidents of a series consequent on or attributable to one source or original cause are deemed as one Occurrence.
<b>Open Air</b>	Means the parts of the Situation that are not within a fully enclosed and lockable structure comprising of walls and a roof. This can include in or on a vehicle, unless that vehicle is within a lockable structure comprising of walls and a roof.
<b>Period of Insurance</b>	Means the period of time stated in Your Policy Schedule when cover commences and ends, unless cancelled earlier by You or the Insurer. Each Period of Insurance is treated separately and does not refer to any previous or future Period of Insurance.
<b>Personal Injury</b>	Means death, bodily injury, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them.
<b>Policy</b>	Means the Product Disclosure Statement (PDS), Policy Wording, Your Policy Schedule, as well as the proposal form, declarations and statements made by You to Us and any endorsements/documents issued to You that amends the Policy Schedule. The Policy also includes any supplementary PDS that We may send You.
<b>Policy Schedule</b>	Means the most recently dated Policy Schedule or renewal Policy Schedule, including any endorsements We have issued to You.
<b>Pollutants</b>	Means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials. Waste includes material to be recycled, reconditioned or reclaimed.
<b>Property Damage</b>	Means damage to tangible property (including Vehicles) as a result of physical loss, destruction or damage.
<b>Rainwater</b>	Means rain falling naturally from the sky onto Insured Property and/or the ground.

<b>Section</b>	Means any part of the Policy that is numbered as a Section.
<b>Silage</b>	Means a high moisture fodder owned by You or for which You are legally responsible that has been stored at the Situation after it has been harvested.
<b>Situation</b>	Means the physical address of each location(s) You have insured with Us, identified by way of the geographic coordinates within the land title boundary of such location(s), as shown on Your Policy Schedule.
<b>Storm</b>	Means violent weather with strong winds (including cyclones and tornadoes), sometimes combined with thunder, hail, snow or heavy falls of rain. Storm does not mean persistent bad weather or heavy or persistent rain by itself.
<b>Storm Surge</b>	Means a short period rise or fall of the sea level produced by a low pressure system.
<b>Sum Insured</b>	Means the amount shown in Your Policy Schedule as the Sum Insured you have chosen for the particular cover, Section and/or item.
<b>Theft</b>	Means Theft without forcible entry.
<b>Tool of Trade</b>	Means a Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by You but only while engaged in and undertaking its designed purpose at the Situation or any worksite in connection with the Farm Business.
<b>Total Loss</b>	Means an Insured Loss or Occurrence results in the property You have insured with Us being damaged or destroyed, as determined by Us beyond economic repair, or if that property is lost or stolen and can't be retrieved, it will be considered a Total Loss
<b>Vehicle</b>	Means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, including any trailer or other attachment to be utilised in conjunction with or drawn by such machine.
<b>Very Small RPA</b>	Means an RPA (remotely piloted aircraft) with a gross weight of more than 100g but less than 2kg.
<b>Visitor</b>	Means a person invited or allowed to enter the Situation.
<b>Watercraft</b>	Means a boat or vessel no greater than four (4) metres long, designed to float, move in, on or through water. Excludes hovercraft, jet-skis, wave runners, and any Watercraft capable of being completely submerging underwater.
<b>We, Us, Our, the Insurer</b>	Means HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFSL 458776).
<b>You, Your, Yours, The Insured</b>	Means the person(s) or legal entity named in Your Policy Schedule as the Insured. The following people are also insured, provided they live with You: <ul style="list-style-type: none"> <li>■ The Insured's partner.</li> <li>■ The Insured's children.</li> <li>■ The Insured's partner's children.</li> <li>■ The Insured's parents.</li> <li>■ The Insured's partner's parents.</li> <li>■ The children specified above while at boarding school, college or university.</li> </ul>
<b>Your Vehicle</b>	Means the Vehicle described on Your Policy Schedule, as well as any Vehicle which permanently replaces it.

# GENERAL CONDITIONS

There are certain conditions that You must meet to ensure Your Policy remains operative.

Conditions under numbered Sections of this Policy are in addition and more specific to those shown under these “General Conditions”. However, both these “General Conditions” and the more specific Section conditions will apply at all times unless otherwise stated.

## **Additional interests**

Where the separate interests of more than one party in the Insured Property are insured under this Policy, any act or neglect of one party will not prejudice the rights of the remaining party or parties, provided that the remaining party or parties are entirely innocent of and have no prior knowledge of any such act or neglect.

You cannot transfer the Policy into someone else’s name without Our written consent.

All persons entitled to claim under the Policy are bound by the terms and conditions of the Policy.

When a claim is paid under the Policy and is also recoverable under another Policy or policies, You agree to permit Us to seek contribution from the other insurer or insurers.

## **Adjustment of premium on renewal**

Where a claim is made from the previous Period of Insurance and You do not notify Us until after the premium for the current Period of Insurance has been calculated, We may request an additional premium that would have been included in the calculation had We been made aware of the claim.

## **Alterations to the Policy**

During the Period of Insurance, You must give Us immediate written notice of any change in circumstances or any material fact concerning Your Farm Business, from those which existed at the time this Policy was accepted, which may increase the risk and the continuing acceptance of the risk under this Policy. These include but are not limited to:

- change of the Situation or address;
- changes in the risk and type of activities carried out as the Farm Business;
- alterations and/or additions to farm assets;
- Your interest in the Farm Business ceasing by will or operation;
- if the Farm Business is wound up or carried on by an insolvency practitioner or permanently discontinued.

Wherever the risk of an Insured Loss or Occurrence has increased, You must give documented notice to Us and shall on demand pay such reasonable additional premium as We may require.

When We receive the written notification of change, We may decide to either:

- amend the Policy terms and adjust the premium; or
- cancel the Policy if permitted in accordance with the provisions of the Insurance Contracts Act 1984.

Changes to the Policy only become effective when We have agreed to them and You have been sent a new Policy Schedule which details the change.

## **Bankruptcy or insolvency**

Should You become insolvent or bankrupt, We shall not be relieved of the payment of any claims hereunder because of such insolvency or bankruptcy.

In the case of execution against You of any final judgment covered by this Policy being returned “unsatisfied” by reason of such bankruptcy or insolvency, then an action may be maintained by the other party or their representative against Us in the same manner, and to the same extent as You, but not in excess of the Sum Insured.

**Bushfire or named cyclone**

This insurance will not apply to Your Insured Property under any Section of this Policy for a period of forty-eight (48) hours from the time of the commencement of Your insurance, for loss or damage caused by:

- a bushfire or grass fire; or
- a named cyclone.

Unless:

In respect of the "Farm Property" and "Domestic Property" Sections:

- the risk passed to You as purchaser of Your Insured Property immediately before You took out this Policy; or
- You signed a lease contract for Your Insured Property immediately before You took out this Policy; or
- Your Policy commenced immediately after another Policy covering the same expired risk without a gap in cover.

In respect of the "Motor Vehicles" Section:

- the cover commences directly after another insurance policy covering the same Vehicle expired without a gap in cover;
- You have entered into a contract of sale to purchase the Vehicle; or
- You have entered into a contract to lease the Vehicle.

**Business record and property inspection**

You may be required to allow Us or Our agents, by appointment, to:

- inspect and examine any Insured Property in relation to risk underwriting, risk management, claims, compliance and occupational health and safety issues;
- examine and audit Your Farm Business books and records and other documents at any time as may be, when in Our opinion it is required and relevant to the Policy or claims.

**Cancelling this Policy**

In addition to Your cooling-off rights detailed in this Policy, You may cancel and return this Policy at any time by notifying Us in writing.

You may also cancel any Section at any time during the Period of Insurance by notifying Us in writing, the request becoming effective when received by Us however You cannot cancel a compulsory Section by itself as this will cancel this Policy. If in doubt, please contact Insurance Facilitators.

We have the right to cancel this Policy where permitted by law. For example, We may cancel:

- if You fail to comply with Your Duty to take Reasonable Care not to Misrepresent; or
- where You have made a misrepresentation to Us during negotiations prior to the issue of this Policy; or
- where You have failed to comply with a provision of Your Policy, including the term relating to the payment of premium; or

where You have made a fraudulent claim under Your Policy, or under some other contract of insurance that provides cover during the same period of time as Our Policy covers You.

Where You represent more than one person or entity, We will only require a request from one of You to carry out the cancellation

In the event You make a claim under this Policy and We have agreed to pay the full Sum Insured for Your Insured Property, no return premium will be made for any unused portion of the premium for those Sections under which the full Sum Insured has been paid.

If You cancel the Policy, We may deduct a pro-rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy, and any Government taxes or duties We cannot recover.



**Company acquisitions**

Provided an acquired business is similar to Your current Farm Business, We will provide cover subject to Your acceptance of Our terms, and the payment of any additional premium that may be required.

You must notify Us in writing within thirty (30) days of the details of any acquisition during the Period of Insurance, which includes:

- any company or other legal entity acquired;
- any Insured Property or liability associated with such company or other legal entity or business undertaking or operation.

Our liability shall not exceed the Sum Insured, or any sub-limit of liability applicable under the relevant Policy Section(s) making up Your Policy for each category of Insured Property.

**Cross liability**

Where the Insured comprises more than one legal entity, We will treat and indemnify each party as a separate Insured in the same manner as if a separate Policy had been issued, provided that:

- each party shall be subject to the terms, conditions, exclusions and definitions of this Policy; and
- the limits of liability/Sum Insured under this Policy will not be affected or increased as a consequence of this condition.

**Dangerous Goods**

When Dangerous Goods as defined under “General Definitions” are covered under this Policy, they must be used, stored or transported strictly in accordance with all statutory obligations, bylaws, regulations, public authority and occupational health and safety requirements in relation to the normal Farm Business.

**Interested parties**

We will not accept any financial interests over Insured Property of any party other than You, unless You have notified Us of such interest and:

- requested the interest be noted on the Policy;
- authorise Us to use that party’s personal information about You in connection with that Policy.

We must have agreed and noted that interest.

That party is not covered nor do they become an Insured under the Policy. If the interests of another party have been noted on the Policy, then in the event of a claim We are obliged to enquire from that interested party whether the claim is subject to that interest. If so, We are then obliged to first make payment of the claim to the interested party and thereafter make payment to You of any balance. A payment by Us to an interested party constitutes a discharge of Our liability to You under the Policy to the extent of that payment.

**Joint insurance**

When this insurance is arranged in names of more than one Insured, as described in the definitions of “You, Your, Yours”, it is agreed that:

- each Insured shall be insured as if he, she or it made his, her or its own proposal for this insurance;
- a statement, omission, act or claim made by any Insured will be treated as having been made by all Insureds;
- a request from one (1) Insured will be sufficient to alter or cancel Your Policy.

**Jurisdiction**

This Policy is governed by those laws within the State or Territory that the insured risk is located and all parties are governed by the courts within that State or Territory.

**Notices and notifications**

Any notice We give You will be in writing and where You means more than one legal person or entity, any notice given by Us to You under Your Policy will be deemed to be notice given to all persons or entities.

Any notice and/or notification will be effective if it is:

- delivered to You personally; or
  - delivered or posted to Your address last known to Us which may include electronic addresses.
- All communications to Us must be made or confirmed in writing by You or Your Broker.

**Other insurances**

We require written details of any other insurance cover taken out or which may be subsequently taken out covering, whether wholly or in part, any risk or subject matter of this Policy.

**Premium refund**

When the Policy is cancelled by You before the expiry date:

- We will keep the pro-rata premium for the period the Policy or Section was in force; and
- We will return the pro-rata premium for the period from cancellation to the expiry date.
- We will be entitled to retain any tax or duty paid or owing for which We are unable to obtain a refund;
- in the event of a claim where We have paid out the full Sum Insured, no return premium will apply.

When the Policy is cancelled by Us,

- You will be entitled to a refund on a pro-rata basis in relation to the unexpired Period of Insurance.

**Reasonable care and maintenance obligations**

You, Your Employees and/or agents, must, at Your own expense, take all reasonable precautions to prevent and minimise Personal Injury, Property Damage, loss, legal liability and Theft, which includes taking all reasonable steps and using due diligence to:

- maintain the Insured Property, Vehicles, machinery and equipment in proper repair and sound condition;
- comply with all statutory obligations, bylaws, regulations, codes of practice, public authority and occupational health and safety requirements;
- protect Insured Property and equipment by ensuring that any safety system or security device installed to protect Insured Property is in working order and activated;
- obtain and maintain certificates of inspection for all equipment as required by any statute or regulation to be so certified;
- employ competent Employees and use safe work practices.

**Sum Insured indexation**

At each renewal of Your Policy, the Sum(s) Insured may be indexed and this may impact the renewal premium. This only applies to the following Sections:

- Farm Buildings;
- Farm Contents;
- Farm Theft;
- Domestic Buildings;
- Domestic Contents.

# CLAIMS CONDITIONS

As soon as You become aware of anything happening which may result in a claim under this Policy, You must, at Your own expense, follow the procedures outlined below. If You do not, We may refuse Your claim or reduce the amount We pay You.

To make a claim contact Your Insurance Broker or Us:

For Motor Claims, please email [IFMotorClaims@hdi-specialty.com](mailto:IFMotorClaims@hdi-specialty.com) or call **1300 070 339**; for all other claims please email [IFPropertyClaims@hdi-specialty.com](mailto:IFPropertyClaims@hdi-specialty.com) or call **1300 070 336**.

## **In the event of a claim**

In the event of a claim, You must:

- immediately inform the Police of any malicious damage, Theft, fraudulent conduct, attempted Theft or loss of Insured Property;
- advise Your Broker as soon as possible and if requested, complete and return a Claims Notification;
- advise Us immediately of any notice of commencement of any legal proceedings against You, including notice of any impending prosecution or details of any inquest or official inquiry;
- give Us all information, proof and assistance We may need to prosecute, defend or settle Your claim, including details of any other insurance effected by You or on Your behalf;
- within reason, keep any damaged Insured Property until We have had an opportunity to inspect it;
- if We request, provide Us with evidence of the value and ownership of the Insured Property;
- inform us immediately if You recover or find any lost or stolen Insured Property for which We have paid a claim. You must give Us the recovered or found Insured Property if We request You to do so.

In the event of a claim You must not:

- admit liability for, offer or agree to settle any claim without Our written consent;
- authorise any repair or replacement without Our agreement, unless for safety reasons;
- do or say anything which may disadvantage Our ability to defend any claim made against You or recover from the person responsible.

## **Breach of conditions**

We may refuse to pay a claim, or may reduce the amount payable under a claim, where a breach of any condition of this Policy causes or contributes to loss, damage or liability, or prejudices Our interests in respect of that claim. This does not apply to the cancellation General Condition. Breaching of a condition without Your knowledge or consent, or error in name, description or situation of the Insured Property, may not prejudice Your rights under this Policy, provided notice in writing is given to Us when such breach or error comes to Your knowledge. Our rights will be subject to the Insurance Contracts Act 1984.

## **Dishonest claims**

If You make a dishonest claim, We can refuse to pay it. We may also cancel the Policy.

## **GST**

When You are paid a claim under this Policy, We will pay the claim including the GST and deduct the payments for any input tax credits that You are, or would have been, entitled to receive from the amount of Your claim.

## **Insured Property**

If You advise Us of loss or damage to Insured Property, as set out in this "Claim Conditions" Section, without admission of liability

We may, or anybody We appoint, may:

- enter, take or keep possession of the Insured Property as We may reasonably require for the purposes of Our investigations;
- if We accept liability for the loss, sell such Insured Property or dispose of it in a reasonable manner;
- act in Your name and on Your behalf to negotiate, defend or settle any claim at Our expense.

However, You are not entitled to abandon property to Us.

If We elect or become bound to reinstate or replace any Insured Property, You must at Your own expense produce and give Us all such plans, documents, books and information as We reasonably may require.

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

**Mortgagee's rights**

We may pay all or part of a claim for loss or damage to Your Farm Building or Domestic Building to any mortgagee or creditor who is noted in Your 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 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 agree 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.

**One event for earthquake and/or tsunami**

All damage resulting from earthquake and/or tsunami that occurs during a period of seventy-two (72) consecutive hours will be considered one event, and this applies to the application of any Excess.

**Preventing our right of recovery**

Where another person, other than a person exempted by law, is liable to compensate You for any loss or damage covered by this Policy, but You have agreed, or given an undertaking to that person without Our written consent, either before or after the loss, damage or liability occurred, that You would not seek to recover any monies from that person, We will not cover You under Your Policy for any such loss, damage or liability.

**Reinstatement of Sum Insured**

When We have settled partial losses of Insured Property, We will reinstate from the date of loss or damage the Sum Insured which was shown on Your Policy Schedule at the time of loss. This does not apply to any total losses of items listed on Your Policy Schedule, or losses under "Section 4 – Farm Liability", or under "Section 1 – Domestic Property; Part C Domestic Liability". We will reinstate the Sum Insured unless:

- You request otherwise, or We advise you otherwise;
- We state otherwise in the relevant Section of this Policy wording.

If We request an additional premium, this must be paid for the reinstated Sum Insured to continue.

**Subrogation rights**

In the event of any payments made by Us under this Policy, You will subrogate Your rights of recovery against any person or organisation at Our expense and in Your name. You must provide Us with all reasonable assistance including appropriate papers. Any amount recovered shall be applied in accordance with the provisions of s67 of the Insurance Contracts Act 1984.

**Waiver of subrogation rights**

We shall waive any rights and remedies or relief to which We are or may become entitled by subrogation against:

- any co-Insured (including directors, officers and Employees); or
- any corporation or entity (including its directors, officers and Employees) owned or controlled by any Insured or against any co-owner of the Insured Property.

**Withdrawing Your claim**

If You withdraw Your claim or We refuse to accept it, You may have to pay any costs You have incurred as a result of the Insured Loss or Occurrence as well as any investigation of the claim.

# GENERAL EXCLUSIONS

These General Exclusions apply to all Sections of this Policy and the exclusions in the individual Sections are in addition to these General Exclusions.

We will not cover any loss, damage, destruction or liability caused by, or arising directly or indirectly out of:

<b>Admitted insurance</b>	An insurer or organisation licensed in a country, state or territory outside of Australia requiring insurance to be issued in that country, state or territory, making a claim or instituting an action against You.
<b>Asbestos</b>	Any direct, indirect, or actual: <ul style="list-style-type: none"><li>■ exposure to asbestos; or</li><li>■ injury, disease or illness caused or contributed to by exposure to asbestos or materials containing asbestos.</li></ul>
<b>Consequential loss, loss of use, Compensation</b>	<ul style="list-style-type: none"><li>■ any consequential loss or loss of use of any kind or description.</li></ul>
<b>Cyber Exclusion</b>	<p>Notwithstanding any provision to the contrary, this Policy excludes any Cyber Loss. A Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:</p> <ul style="list-style-type: none"><li>■ the use or operation of any Computer System or Computer Network;</li><li>■ the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;</li><li>■ access to, processing, transmission, storage or use of any Data;</li><li>■ inability to access, process, transmit, store or use any Data;</li><li>■ any threat of or any hoax relating to the points above;</li><li>■ any error or omission or accident in respect of any Computer System, Computer Network or Data.</li></ul> <p>“Computer System” means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.</p> <p>“Computer Network” means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.</p> <p>“Data” means information used, accessed, processed, transmitted or stored by a Computer System.</p>

**Electronic data**

- loss or damage to an Insured Property computer, (including but not limited to computer chip and control logic) which does not function or perform in the manner for which it was designed, due to the performance or functionality of the computer technology (including but not limited to the computer chip or control logic);
- communication, display, distribution or publication of electronic data, provided that this exclusion does not apply to Personal Injury arising therefrom;
- total or partial damage or destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of electronic data;
- unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips;
- error in creating, amending, entering, deleting or using electronic data;
- the total or partial inability to receive, send, access or use electronic data.

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

**Fines, penalties and damages**

Fines, penalties and criminal sanctions of any description or punitive, exemplary or aggravated damages including additional damages resulting from the multiplication of compensatory damages.

**Deliberate application of heat**

Any Insured Property undergoing a process involving the deliberate application of heat.

**Inherent defects**

Defect(s) or fault(s) known to You or any Employee, whose knowledge would be deemed to be Yours in law but was not disclosed to Us when the Policy was taken out. We will pay for any loss or damage that is caused directly by an Insured Loss, if You did not know (or could not reasonably have been expected to know) about the defect(s) or fault(s) at the time the Insured Loss took place. We will not under any circumstances repair any defect or fault that is not directly caused by an Insured Loss.

**Intentional, criminal and other acts**

Any deliberate or wilful act causing Property Damage, Personal Injury or loss of income by:

- You or anyone with whom You reside;
- anyone acting with Your express or implied consent;
- anyone whom You invite onto the Situation; or
- anyone who could make a claim under this Policy.

and also does not cover any dishonest, fraudulent, illegal, criminal or malicious act committed by You or any other party with Your knowledge and consent, and which You were capable of preventing.

**Lawful seizure**

Any lawful seizure, repossession, confiscation, destruction, detention or nationalisation. However, We will pay for damage that occurs from a Government order (e.g. emergency secondment) which may prevent or attempt to prevent a loss that would be covered under this Policy.

**Mining**

Despite anything contained elsewhere in Your Policy, We will not cover Your legal liability for Personal Injury or Property Damage caused by or arising from or in connection with the exploration, drilling, mining, fracking, development and/or production of minerals, mineral resources, oil and/or gas regardless of whether such activities take place on, above or below the surface of such land.

Furthermore, this Policy excludes any legal liability for Personal Injury or Property Damage arising from any liability assumed by You under contract with any party/legal person or Entity undertaking exploration, mining, fracking, development and/or production of mineral resources and/or gas regardless of whether such activities take place on, above or below the surface of such land.

Subject otherwise to the terms, General Conditions, General Exclusions, specific conditions, exclusions and other exemptions and limitations contained in Your policy.

**Nuclear**

Any ionising radiations or contamination arising:

- from radioactivity by any nuclear fuel, or by any nuclear waste;
- from the combustion of nuclear fuel;
- from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**Terrorism**

Any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any other way relating to any act of terrorism.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Trade and economic sanctions**

We do not provide cover, and We are not liable to pay any claim or provide any benefit under the Policy to the extent that such claim payment or the provision of such cover or benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the United Kingdom, the European Union, one (1) of its member states, or the United States of America.

**Transmissible and infectious diseases**

Any infectious disease or any other disease declared to be a quarantinable disease under the Biosecurity Act 2015 and subsequent amendments. A highly Pathogenic Avian Influenza or any strain or mutant variation of it. Transmissible Spongiform Encephalopathy (TSE), including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD). Venereal Disease, Herpes, Acquired Immune Deficiency Syndrome (AIDS) or other communicable diseases.

**War**

Invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection, popular or military uprising, military or usurped power or destruction of or damage to Insured Property by or under the order of any government or public or local authority.

**Wear and Tear**

Wear and tear, depreciation, fading, scratching or marring, gradual deterioration or developing flaws.

# SECTION 1 DOMESTIC PROPERTY

## DEFINITIONS SPECIFIC TO THIS SECTION

There are some words which have been given special meanings under “Section 1 – Domestic Property” and these are listed along with their meaning in the table below:

<b>Above Ground Swimming Pool</b>	Means a pool that has the majority of its water contained above the ground.
<b>Collection</b>	Means a group of individual items, pairs or sets which are of similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the individual items, pairs or sets.
<b>Domestic Building</b>	<p>Means a building used primarily as a place of residence at the Situation and also includes:</p> <ul style="list-style-type: none"><li>▪ domestic outbuildings such as sheds, gazebos, garages and carports along with other structural improvements;</li><li>▪ walls, fences and gates that are in the immediate proximity and surround the Domestic Building, are permanent and soundly built, and are either attached to a building or detached;</li><li>▪ fixed services or infrastructure including water, pumps, sewerage, drainage, garden irrigation, gas, electricity and communication equipment that are Yours or which You are legally liable to repair or replace;</li><li>▪ fixed appliances which are permanently connected to the electrical, gas or plumbing systems such as air-conditioners, dishwashers, light fittings, room heaters and stoves;</li><li>▪ fixed wall, ceiling or floor coverings (other than carpets or rugs), fixed exterior blinds and awnings;</li><li>▪ in-ground swimming pools, spas or saunas including their accessories;</li><li>▪ tennis courts;</li><li>▪ jetties, wharves and pontoons at the Situation that are used for domestic purposes;</li><li>▪ paved terraces, paved pathways and paved driveways;</li><li>▪ attached solar panels which are for majority domestic use and included in the Domestic Building Sum Insured;</li><li>▪ masts, antennas, aerials and satellite dishes including all associated equipment;</li><li>▪ internal blinds, carpets and curtains, but only when the Domestic Building is leased or is vacant with the intention of being leased.</li></ul> <p>Domestic Building does not include:</p> <ul style="list-style-type: none"><li>▪ unpaved driveways, paths or surfaces constructed of earth or gravel;</li><li>▪ internal blinds, carpets and curtains;</li><li>▪ trees, hedges, shrubs, plants, landscaping, lawn or earth;</li><li>▪ Buildings in the course of construction, or under demolition;</li><li>▪ caravans, houseboats, Vehicles, motor homes, Watercraft;</li><li>▪ any structure used specifically for business, including paid short-term accommodation;</li><li>▪ Buildings that are not for domestic use including stables, Hay and machinery sheds;</li><li>▪ units under strata, community or company title.</li></ul>



# PART A: DOMESTIC BUILDING AND DOMESTIC CONTENTS

## **Domestic Contents**

Means Insured Property at the Situation, unless otherwise specified, which belongs to You or for which You are legally liable. This includes:

- household goods, clothing and Personal Items;
- personal and portable electronic and communication equipment including but not limited to computers, laptops, tablets, mobile phones, including software, cartridges, discs, tapes and other associated items;
- carpets, loose floor coverings, curtains, internal blinds;
- fixed Aboveground Swimming Pools, saunas and spas (including their accessories);
- garden equipment, ride-on mowers, motorised golf buggies, wheelchairs;
- motor scooters, motorised wheelchairs, motorised bicycles, motor bikes or trail bikes or motorised mini-bikes (two, three or four-wheel) that:
  - are up to 125cc;
  - do not require registration or statutory bodily injury cover to be taken out; and
  - are not used as part of the Farm Business.
- Watercraft including dinghies, canoes, kayaks, surf or wave skis, sailboards, surfboards, toy or model Watercraft that are:
  - up to four metres in length; and
  - unpowered or powered by a Watercraft motor not exceeding 10 horsepower;
- bicycles and sporting equipment;
- if You are a tenant, landlord's fixtures and fittings that You are liable for under the terms of a rental agreement, and fixtures and fittings that You have installed for Your own use;
- internal fixtures and fittings inside a strata title unit that are owned by You and are not insured by the body corporate;
- Drones for recreational use.

Domestic Contents does not include:

- anything insured as part of the Domestic Building;
- birds, fish and animals;
- trees, shrubs and plants, lawn and hedges;
- Vehicles or Watercraft, other than what is included in "Domestic Contents includes" above;
- stock or plant used for business purposes, other than when temporarily stored within the home;
- sporting equipment and bicycles while in use;
- Aircraft

## **Fusion**

Means the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.

## **Lift**

Means a lift which is used exclusively to service Your Domestic Building where Your Domestic Building is freestanding and is solely occupied by You and Your family.

## **North America**

Means:

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

## **Paraplegia, Quadriplegia or Total Disablement**

Means Paraplegia, Quadriplegia or Total Disablement which continues for a period of twelve (12) months and for which a prognosis is made by a qualified and registered medical practitioner that it will continue for an indefinite period.

**Personal Items** Means individual items of Your personal property including:

- clothing and other personal items;
- computer equipment;
- firearms;
- hearing aids and medical equipment;
- jewellery;
- musical instruments;
- photographic and video equipment;
- sporting and camping equipment.

**Power Surge** Means the unexpected, temporary and uncontrolled increase in current or voltage in an electrical circuit – a voltage spike or oversupply of voltage.

**Principal Residence** Means the main residence at the Situation You will be residing in for most of the Period of Insurance and is shown on Your Policy Schedule.

**Specified Personal Items** Means items that You have requested Us to list separately on Your Policy Schedule, along with their specific values.

### WHAT IS COVERED - PART A

We cover accidental loss or damage, burglary or Theft not elsewhere excluded under this Policy in relation to Your Domestic Buildings and Domestic Contents as shown on Your Policy Schedule, at the Situation, during the Period of Insurance.

You are not covered for the events, items or risks listed under “What is Not Covered – Domestic Buildings”, “Domestic Contents and Personal Items” (below) and “General Exclusions”.

### SPECIFIED DOMESTIC CONTENTS

“Specified Domestic Contents” are those items that You can ask Us to list separately on Your Policy Schedule. We may agree if they are of an unusual nature and/or they have a higher value than Our “Domestic Contents Cover Limits”.

If You have any items You would like to have specified, then You must advise Us and, if We agree, We will list them separately on Your Policy Schedule.

### DOMESTIC CONTENTS COVER LIMITS

Some Domestic Contents items have sub-limits for cover at the Situation, and for temporary removal from the Situation under the Additional Benefit – “Temporary Removal of Domestic Contents”. If You would like to insure any item for amounts greater than this, You need to take out Personal Items cover (Part 2).

The following items are included within Your Domestic Contents Sum Insured up to the amounts shown below;

Domestic Contents	Sub-Limit	Sum Insured
Works of art, pictures, paintings, antiques, curios, tapestries, oriental rugs or carpet or similar rug or carpet or documents.	\$25,000/ 30%	We will pay up to \$25,000 any one item and up to 30% of the Domestic Contents Sum Insured in total any one Insured Loss.
Jewellery, unset precious or semi-precious stones or metals (excluding items thinly covered with gold or silver), furs, watches and rifles.	\$10,000/ 30%	We will pay up to \$10,000 any one item and up to 30% of the Domestic Contents Sum Insured in total any one Insured Loss.
Pair, set, Collection or system of any kind including but not limited to stamps, coins, hearing aids, medals, ornaments or sporting equipment.	\$25,000/ 30%	We will pay up to \$25,000 any one pair, set or Collection and up to 30% of the Domestic Contents Sum Insured in total any one Insured Loss.

Money (face value) as defined including business Money.	\$2,000	We will pay up to \$2,000 in total as part of the Domestic Contents Sum Insured but only while at the Situation. If there is no forcible and/or violent entry then cover for Theft of cash and negotiables is limited to \$1,000 any one Insured Loss.
Domestic Contents in the Open Air.	\$5,000	Cover for Domestic Contents in the Open Air is limited to \$5,000 any one Insured Loss.
Glasses and sunglasses (including prescription) and contact lenses.	\$5,000	We will pay up to \$5,000 in total as part of the Domestic Contents Sum Insured.
Accessories, spare parts, keys or remote locking devices or alarm devices of passenger-type vehicles (including motorcycles, quad-bikes, motor/mobility scooters and mini-bikes), caravans, trailers, Watercraft, jet-skis, blade runners, Aircraft, golf buggies, ride-on mowers, bicycles, wheelchairs, surfboards, sailboards, surf-skis, canoes, kayaks, or dinghies). The accessories, spare parts, keys or remote locking devices or alarm devices must not be attached, in or on any of the property described above. This cover does not include: recoding of locking or alarm devices; and changing of accessories or spare parts; and Vehicle locks.	\$2,000/ \$5,000	We will pay up to \$2,000 per item and \$5,000 in total for these items any one Insured Loss as part of the Domestic Contents Sum Insured during the Period of Insurance.
Business equipment that You use for earning an income outside of Your Farm Business activities, while they are at the Situation, other than items covered under Farm Contents.	\$10,000	We will pay up to \$10,000 for any one Insured Loss.

### ADDITIONAL BENEFITS - PART A (DOMESTIC BUILDING AND CONTENTS)

Following an accepted claim, these benefits will be paid in addition to the total Sum Insured, unless shown otherwise:

Additional Benefit	Limit	Description
<b>Automatic reinstatement – buildings</b>	Included	If Your claim is for a partial loss, Your Sum Insured will automatically be reinstated once repairs have been carried out.
<b>Building modifications</b>	\$10,000 (maximum during the Period of Insurance)	Following an Insured Loss at the Situation where You or a member of Your family who permanently resides with You, becomes a paraplegic, quadriplegic or permanently disabled, We will pay up to \$10,000 towards the cost of modifying the residence or relocating following confirmation of Paraplegia, Quadriplegia or Permanent Disablement.

**Catastrophe declaration**

30% of the Domestic Building Sum Insured

If your Principal Residence has been damaged in an Insured Loss that has been declared by the Government to be a disaster or catastrophic event, and We agree that the cost to rebuild is greater than Your Sum Insured, We may pay up to an additional 30% of the Domestic Building Sum Insured, provided that:

- the Domestic Building is considered by Us to be a Total Loss;
- the Domestic Building is to be rebuilt at the Situation;
- any additional costs resulting from the increase in demand for materials and labour to rebuild the Domestic Building are caused solely by the Insured Loss that brought about the declaration of a disaster or catastrophe;
- any shortfall in providing for the cost to repair must not be due to underinsurance.

This benefit does not extend to the payment of any statutory compliance costs or professional fees.

**Domestic Contents in transit**

Included

We will cover Your Domestic Contents in transit within Australia:

- to Your new Principal Residence; or
- to and from a commercial storage facility at which Your Domestic Contents were temporarily located pending conveyance to:
  - Your new Principal Residence; or
  - returning them to Your Principal Residence after it has been repaired or rebuilt.

This additional benefit does not cover:

- damage to glass, china, earthenware or any other items that are brittle in nature;
- damage due to scratching, bruising, denting or chipping;
- any loss that is covered by another insurance policy.

**Credit cards**

\$5,000 (maximum during the Period of Insurance)

If Your card is lost or stolen, We will pay for Your legal liability as a result of fraudulent use of any credit or financial transaction card belonging to You or Your family, including fraudulent use on the internet, provided that:

- Domestic Contents are insured under this Section at the Principal Residence;
- the unauthorised person is not a family member or a person who normally resides with You;
- conditions under which the card was issued have been complied with;
- the institution that issued the card does not provide indemnity for the liability.

We will not pay more than \$5,000 during any one Period of Insurance under this benefit which is included in the total Domestic Contents Sum Insured.

No Excess will apply under this additional benefit.

**Document replacement**

\$2,500 (maximum during the Period of Insurance)

Where Domestic Contents are insured, We will pay to replace, reinstate or reproduce the following or similar personal documentation damaged by an Insured Loss at the Principle Residence:

- title deeds to Your property insured under this Policy;
- birth certificates;
- marriage certificate;
- passports;
- driver's licenses;
- proof of age card;
- medical information.

**Domestic Contents in commercial storage**

Included

With Our written consent, We will cover Your Domestic Contents up to the Sum Insured while stored in a commercial storage facility within Australia.

We will not cover Your Domestic Contents:

- stored in open plan storage premises including but not limited to factories, warehouses, or other industrial-type premises;
- that include jewellery or Money;
- for Theft where there is no sign of violent and forcible entry;
- for losses as a result of inventory shortage or unexplained disappearance;
- stored in shipping containers;
- if insured under another insurance policy or business document/agreement.

**Environmental benefits**

\$5,000 (maximum during the Period of Insurance)

Where your Principal Residence is totally destroyed by an Insured Loss and We have agreed to rebuild Your Domestic Building, We will pay a maximum of \$5,000 in any one Period of Insurance of the cost to You, after deduction of any rebate You are eligible for under any government or council rebate scheme, to install (including installation costs) any combination of the following:

- Water tank facility including a water tank, water pump and wiring, foundations, tank stands, pipes connecting the roof and gutters to the water tank;
- domestic solar panels including solar or PV panels, water tank, pump, electrical wiring, foundation or tank stand, pipes connecting solar panels to a tank and inverter;
- hot water heat exchange system including heat exchange system, electrical wiring, foundation or tank stand and water pipes;
- grey water recycling system including a recycling system, distribution pipes, connectors and outlet housings.

**Forced evacuation**

\$5,000 for up to 60 days (maximum during the Period of Insurance)

Provided a relevant and local authority prohibits access to the Principal Residence, We will pay the costs of any other increase in Your living expenses for up to sixty (60) days that is necessary and reasonable to maintain Your normal standard of living.

This includes the cost of temporary and suitable accommodation for Your domestic pets which are normally kept at the Principal Residence, but excludes any loss due to the cancellation of a lease or agreement.

**Funeral expenses**

\$10,000 (maximum during the Period of Insurance)

We will compensate You if You or any member of Your family who resides with You, dies as a result of an Insured Loss at the Situation.

<b>Fusion</b>	Included	<p>Following an Insured Loss, We will at Our option, pay the reasonable cost to rewind or replace the motor that forms part of Your Home Contents.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> <li>▪ motors that are more than fifteen (15) years old from date of manufacture;</li> <li>▪ Fusion of electric motors used fully or partly in connection with Your Farm Business</li> <li>▪ Underground or submersible pump motors above 1.86kw (2.5hp), or multi-storage or borehole pumps</li> <li>▪ microwave ovens, video or audio equipment, electronic equipment of any kind;</li> <li>▪ additional parts or service items, including worn or broken bearings or switches;</li> <li>▪ electrical contact points where sparking or arcing occurs during ordinary use, lighting elements or heating elements, solenoids, fuses or protective devices, electronic controllers or other electronics;</li> <li>▪ leakage of refrigerant gas and maintenance of refrigerant driers.</li> <li>▪ motors covered by any form of guarantee, warranty or maintenance or service agreement.</li> <li>▪ the cost of removing, repairing &amp; reinstalling.</li> </ul> <p>We will however cover the replacement of refrigerant gas and driers in respect of air-conditioning units, but only due to the Fusion</p>
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<b>Guests' and Visitors' property</b>	\$5,000 (maximum during the Period of Insurance)	<p>We will cover Domestic Contents that belong to Your guests, exchange students and/or Visitors while at the Principal Residence for no more than thirty (30) days, provided We would have paid the claim if the Domestic Contents had belonged to You.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> <li>▪ Domestic Contents which are insured under another policy held by someone other than You;</li> <li>▪ Money.</li> </ul>
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<b>Keys and locks</b>	\$3,000 (maximum during the Period of Insurance)	<p>We will pay the reasonable cost to replace, alter, recode or open:</p> <ul style="list-style-type: none"> <li>▪ locks, keys, cylinders or remote fob keys;</li> <li>▪ safe combination locks</li> </ul> <p>provided they are lost, damaged, destroyed, stolen or illegally duplicated resulting from Theft or attempted Theft.</p>
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<b>Landscaping</b>	\$5,000 (maximum during the Period of Insurance)	<p>We will pay for the cost of replacing plant life in the ground within the Situation, including trees and shrubs.</p> <p>The landscaping must be so damaged that the plant life dies, is permanently disfigured or is not recovered after Theft.</p> <ul style="list-style-type: none"> <li>▪ Landscaping excludes shelter belts but not the damage caused by them to landscaping as a result of an Insured Loss, other than Storm.</li> </ul>
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<b>Legal defence costs</b>	\$10,000 (maximum during the Period of Insurance)	<p>Where We insure the Principal Residence and legal proceedings are commenced against You by a third party in Australia during the Period of Insurance, We will pay or reimburse You for Your fees and costs that have been reasonably incurred. You require Our written consent prior to engaging legal advice. The maximum amount We will pay is \$10,000 for any one claim or series of claims arising from the one Insured Loss.</p> <p>The following proceedings and/or claims are excluded:</p> <ul style="list-style-type: none"> <li>▪ for or relating to fines, penalties or punitive damages, dishonesty, intentional violence or misconduct;</li> <li>▪ in relation to defamation or slander;</li> <li>▪ losses that occur prior to the commencement of the Policy, which You were aware could give rise to a claim when this Policy was taken out;</li> <li>▪ where the third party is a family member, spouse, ex-spouse, partner or ex-partner;</li> <li>▪ involving divorce, separation, child custody, maintenance, property disputes;</li> <li>▪ for or relating to any workers' compensation legislation, industrial award or agreement or statutory accident compensation scheme or compulsory third-party insurance;</li> <li>▪ any claim which could have been made under "Domestic Liability" had You chosen to insure Your Domestic Building (if You own it) or Your Domestic Contents.</li> </ul>
<b>Monitored security alarm</b>	\$2,000 (maximum during the Period of Insurance)	<p>Provided Your Domestic Contents are insured at the Principal Residence, We will pay the reasonable costs actually incurred by You for a security firm to attend Your Situation in response to Your monitored burglar alarm system. We will only pay these costs when there is evidence of Theft or attempted Theft.</p> <p>We will not pay these costs where there is:</p> <ul style="list-style-type: none"> <li>▪ a false alarm;</li> <li>▪ no evidence of visible, violent and forcible entry;</li> <li>▪ Theft which is committed by a person living at the Situation.</li> </ul>
<b>Mortgage replacement</b>	Included	We will pay Your legal costs to discharge Your mortgage if Your Principal Residence is declared a Total Loss.
<b>Permanent Situation change</b>	Up to 30 days	<p>When Your Domestic Contents are insured by this Policy and You are moving permanently to a new Situation within Australia, We will insure Your Domestic Contents up to the Sum Insured held at both the current and new Situations for up to thirty (30) days from the date the move commences. You must advise Us of the new Situation address within the thirty (30) days. Cover under this Policy will then cease after the earlier of either:</p> <ul style="list-style-type: none"> <li>▪ the thirty (30) day period has expired; or</li> <li>▪ a replacement Domestic Contents policy has been arranged at the new Situation.</li> </ul>
<b>Professional fees</b>	\$10,000 (maximum during the Period of Insurance)	<p>We will the pay reasonable professional fees not otherwise insured that arise from the repair or rebuilding of Your Domestic Building. This includes but is not limited to architect's, surveyor's and engineer's fees.</p> <p>This cost is included in the total Domestic Building Sum Insured, and the maximum amount We will pay during any one Period of Insurance is \$10,000.</p>

<b>Removal of debris</b>	15% of the Domestic Buildings and/or Domestic Contents Sum Insured (maximum during the Period of Insurance)	<p>We will pay the reasonable cost of the demolition, removal and disposal of any Domestic Building and/or Domestic Contents debris when an Insured Loss takes place and damage occurs.</p> <ul style="list-style-type: none"> <li>▪ The maximum amount We will pay is 15% of the Domestic Buildings or Domestic Contents Sum Insured in relation to the Domestic Buildings or Domestic Contents which suffered the Insured Loss.</li> <li>▪ In the event of a Total Loss where the Domestic Buildings and/or Domestic Contents Sums Insured for that specific risk are not exhausted, the remaining portions can also be used for the reasonable costs of Removal of Debris as part of this Additional Benefit.</li> </ul>
<b>Statutory compliance costs</b>	\$30,000 (maximum during the Period of Insurance)	<p>Following claimable damage to the Principal Residence, We will pay additional reinstatement costs necessary to comply with the requirements of any statutory authority in connection with the repair or rebuilding of the Principal Residence.</p> <p>This includes any fee, contribution or other impost payable to comply with a Government, Local Government or Statutory Authority, however it does not include any fines, costs and/or other penalties from a statutory authority served on You before or after the loss or damage occurred.</p>
<b>Temporary accommodation</b>	Lesser of \$20,000 or 20% of the Domestic Building Sum Insured	<p>If Your Domestic Building cannot be safely occupied by You or Your tenant, We will pay:</p> <ul style="list-style-type: none"> <li>▪ the reasonable cost to store Your Domestic Contents in a suitable storage facility while Your Domestic Building is being repaired or rebuilt; and</li> <li>▪ the cost of similar and reasonable accommodation for You, Your family and domestic pets if residing in the Domestic Building prior to the damage; or</li> <li>▪ the actual rent You will have lost if the Domestic Building was tenanted prior to the damage.</li> </ul> <p>We will pay this for up to twelve (12) months, or until the damaged Domestic Building has been repaired or rebuilt, whichever occurs first.</p>
<b>Temporary protection</b>	\$10,000 (maximum during the Period of Insurance)	<p>We will pay the reasonable and necessary costs following an accepted claim which are incurred for the temporary protection and safety of the Principal Residence, pending repair or replacement.</p>



<b>Temporary removal of Domestic Contents</b>	20% of Domestic Contents Sum Insured for up to 90 days	<p>If Your Domestic Contents are temporarily removed from the Situation, We will cover them for up to the Sum Insured under Domestic Contents:</p> <ul style="list-style-type: none"> <li>▪ anywhere in Australia and New Zealand; and</li> <li>▪ in the rest of the world for up to ninety (90) consecutive days, in any one Period of Insurance,</li> </ul> <p>subject to the limits set out below and the Domestic Contents cover limits. Under this Additional Benefit, We will not insure Your Domestic Contents:</p> <ul style="list-style-type: none"> <li>▪ in a commercial storage facility, other than as provided for under “Additional Benefit – Domestic Contents in Commercial Storage”;</li> <li>▪ in transit during a permanent removal, or if they have been permanently removed, other than as provided for under “Additional Benefit – Domestic Contents in Transit”. <ul style="list-style-type: none"> <li>▪ for Theft of Contents in a bank safety deposit box.</li> </ul> </li> </ul> <p>However, We will cover:</p> <ul style="list-style-type: none"> <li>▪ Your Domestic Contents while they are being held in a bank safety deposit box: <ul style="list-style-type: none"> <li>▪ up to \$2,000 for any one pair, set or Collection consisting of jewellery, watches or items gold and/or silver;</li> <li>▪ up to \$1,000 in total for Money;</li> <li>▪ up to 20% of Your Domestic Contents Sum Insured for all other Domestic Contents;</li> </ul> </li> <li>▪ the personal Domestic Contents of a family member who normally lives at the Situation while they are attending school, college or university.</li> </ul> <p>This Additional Benefit does not cover the following Domestic Contents:</p> <ul style="list-style-type: none"> <li>▪ Vehicles, motorcycles, mini-bikes, caravans, trailers, Watercraft, Aircraft, Drones, golf buggies, mobility scooters, ride-on mowers, quad bikes, wheelchairs, bicycles including their accessories and spare parts;</li> <li>▪ surfboards, canoes, kayaks, if in a tent or in the Open Air;</li> <li>▪ goods used for earning an income, including office and surgery equipment.</li> </ul> <p>The maximum amount We will pay while Your Domestic Contents are removed from the Situation is subject to the limits shown under “Domestic Contents Cover Limits”.</p>
<b>Total Loss – Domestic Contents</b>	\$10,000	Subject to the “Claims Condition – Reinstatement of Sum Insured” Your Sum Insured for partial losses will be reinstated from the date of loss. Where You suffer a Total Loss on Your Domestic Contents, Your Sum Insured will automatically be reinstated to \$10,000 to provide cover for replacement Domestic Contents.
<b>Waiver of Excess if Total Loss</b>	Included	Where Your claim is for a Total Loss, the Excess will be waived.

This option is only available if You also have Domestic Contents cover under PART A.

# PART B: SPECIFIED PERSONAL ITEMS

## WHAT IS COVERED - PART B

We will cover You against accidental loss or damage to Your Specified Personal Items as shown on Your Policy Schedule, occurring anywhere in Australia or New Zealand during the Period of Insurance, or up to a maximum period of ninety (90) days worldwide.

Specified Personal Items includes cover for the following items anywhere in Australia and New Zealand:

- clothing and other personal items;
- computer equipment;
- firearms;
- hearing aids and medical equipment;
- Jewellery;
- musical instruments;
- photographic and video equipment;
- sporting and camping equipment.

You must tell Us about each Specified Personal Item You wish to insure, and each one will be shown on Your Policy Schedule.

## WHAT IS NOT COVERED – PART A (DOMESTIC BUILDING & DOMESTIC CONTENTS) & PART B (SPECIFIED PERSONAL ITEMS)

The following are to be read in conjunction with the General Exclusions and General Conditions which are applicable to all Sections of this Policy.

Under this Section of the Policy, We will not pay for:

### **Animals, birds, insects**

Loss or damage due to:

- domestic animals kept at the Situation;
- rodents, vermin, birds, rats, mice or insects including termites;
- biting, chewing, clawing, pecking, scratching, gnawing, or in any way soiling or polluting.

### **Bicycles, sporting equipment etc.**

Loss or damage to the following items while in use:

- sporting equipment;
- Drones
- bicycles, including damage to the tyres of bicycles, while being ridden;
- motorbikes or trail bikes, quad-bikes; bicycles and motorcycles of any description being used for any competition or contest (including racing, pace making, time trial or hill climb);
- Watercraft;
- firearms,  
This does not apply to firearms used in connection with the Farm Business, provided You and the person using the firearm have:
  - the appropriate licence(s); and
  - necessary approval from the relevant statutory authority.
- property used in Your Farm Business, trade or profession, unless You are working on a part-time temporary basis as a babysitter caring for children.

### **Breakage of glass**

Breakage of:

- glass or ceramic material which forms part of insured Domestic Contents where the fracture does not extend through the entire thickness of the damaged item, or where the damaged item was in a damaged or imperfect condition before the breakage occurred;
- the structure of fixed glass forming part of any glasshouse/hothouse or conservatory unless it forms a permanent part of the Domestic Building (this cover includes window tinting or shatter proofing).

**Burglary and Theft**

Actual or attempted Theft or Burglary which either:

- is committed by You, Your tenants, Employees, or their Visitor; or
- by anyone visiting with Your consent, or the consent of anyone living at the Situation; or
- takes place in the internal or external common areas of a residential flat, home unit, town house, quarters or any other type of multiple occupancy residence; or
- is from any part of the Domestic Buildings which You share with another person who is not insured under this Section.

**Demolition, weakening, movement, shrinkage, lopping, tree roots**

Loss or damage caused by:

- any demolition order by any legal authority including:
  - the incorrect siting of Domestic Buildings; or
  - a Domestic Buildings demolition order caused by a failure to obtain the necessary legal permits.
- lawful destruction or confiscation of Your property including due to items being used unlawfully;
- the removal or weakening of supports or foundations during alterations, improvements, repairs, lifting or shifting of the Domestic Building;
- movement, shifting, dislodgement or bulging of a swimming pool or spa or any other in-ground structure including their covers and liners. However, this does not apply if the damage is caused by impact or earthquake;
- shrinkage or expansion, settling of earth or land;
- felling or lopping of trees by any person(s) other than a professional tree lopper;
- roots from trees, plants, shrubs or grass (but this only applies to loss or damage directly caused by the roots).

**Electronic Breakdown, Power Surge, application of heat**

Loss or damage due to:

- electronic breakdown or malfunction, electronic or computer virus, or processing errors;
- Power Surge to domestic appliances and equipment more than fifteen (15) years old from date of manufacture;
- any Power Surge that originates at the Situation;
- mechanical breakdown or derangement, or electrical or electronic failure other than an electric motor burning out (Fusion);
- a heating element forming part of and resulting in damage to the appliance. The resultant damage is however covered;
- the deliberate application of heat.

**Flood, tidal wave**

Loss or damage caused by:

- Flood, high tide, king tide, Storm Surge or tidal wave;
- hydrostatic pressure.

**Intentional damage and illegal acts**

- intentional loss or damage caused by You, a tenant, or anyone living with You.
- malicious damage or vandalism by a tenant, or anyone living with You.
- loss or damage to any property that is:
  - illegally acquired or held in Your possession; or
  - stored in a dangerous and illegal way; or
  - connected with growing or creating any illegal substances.

**Pollution**

Loss or damage due to:

- pollution or contamination;
- mould, mildew, algae or fungi.

**Storm, wind,  
Rainwater**

Loss or damage caused by Storm, Rainwater or wind to:

- swimming pool liners and covers (including solar), shade cloth, shade sails, material awnings, netting and shade structures;
- glasshouses, hothouses and other similar structures;
- plants, shrubs, trees; landscaping
- retaining walls;
- external paintwork or other exterior coatings where no other physical damage has been caused by the Storm.

We do not cover loss or damage due to atmospheric or climatic conditions such as the action of light, unless the damage is caused by a specific weather-related event that is not excluded by this Policy.

**Vehicles and  
Watercraft**

Loss or damage to:

- Vehicles including motor cycles, caravans, trailers or Aircraft, their accessories, extras and/or spare parts;
- Watercraft:
  - more than four metres long;
  - less than four metres long that require registration under State or Territory legislation;
- Watercraft, jet-skis, blade runners, Aircraft, golf buggies, ride-on mowers, bicycles, wheelchairs, surfboards, sailboards, surf-skis, canoes, kayaks or dinghies insured by this Policy, caused by Theft.

**Water entering  
a Domestic  
Building**

Loss or damage caused by water:

- entering through an opening made for the purpose of alterations, improvements or repairs;
- entering Your Domestic Buildings as a result of any structural defect, faulty design or workmanship;
- seeping through a wall or floor as a result of atmospheric conditions other than Storm;
- escaping from a shower base.

**Wear and  
tear, poor  
workmanship,  
lack of upkeep**

Loss or damage due to:

- structural and inherent defects, faulty workmanship or faulty materials;
- defective, deficient, incorrect or failure of design and specification, or formula design error;
- any substance percolating, seeping or penetrating from any source, or the gradual escaping of any liquid over a period of time;
- the porous condition of any tiles, grout or sealant;
- rust, corrosion, fading, scratching or denting, wear and tear, gradual deterioration or depreciation.

## **BASIS OF CLAIM SETTLEMENT**

There are two (2) methods We use to calculate the amount of claim settlement:

- “Replacement and Reinstatement”
- “Indemnity Value”

The method You have chosen will be shown on Your Policy Schedule.

The maximum amount We will pay for an accepted claim is the Sum Insured per item which will also be shown on Your Policy Schedule.

## **PART A - DOMESTIC BUILDING**

### ***Replacement and Reinstatement***

Where “Replacement and Reinstatement” is stated in Your Policy Schedule, We will at Our option:

- repair or rebuild as practicable any damaged part(s) of Your Domestic Buildings to the same condition they were when new, or;
- pay the reasonable cost of repairing or rebuilding Your Domestic Building to a condition substantially the same as when new, or;
- pay You up to the amount of the Sum Insured.

We will use building materials and construction methods commonly used at the time of loss or damage. However, if it is not possible to use original materials, We will use the nearest available equivalent.

We will not pay to repair or rebuild any part of the Domestic Building(s) which have not sustained any physical damage.

In the event of a Total Loss, if rebuilding does not commence within six (6) months of the damage occurring, including where any extended period has been agreed to by Us, You may be liable to pay for any increase in rebuilding costs caused by Your delay and any shortfall in providing for the cost to repair must not be due to underinsurance.

We may agree in writing to allow Domestic Buildings in the event of a Total Loss to be rebuilt on another site at the Situation, provided that the replacement costs are no more than they would have been had the work been carried out at the original site.

Where the claim is for gates, fences or freestanding walls that are damaged as a result of Storm or runoff, We will deduct an amount from any claim for depreciation due to age and condition for:

- wooden parts;
- materials used over five (5) years old;
- previous damage caused by wear and tear, rust, corrosion, termites, vermin, larvae or other insects.

Amounts to be deducted are calculated by comparing the current value of items being repaired with their age and condition.

### ***Indemnity Value***

Where “Indemnity Value” is stated in Your Policy Schedule, We will at Our option:

- pay You the indemnity value of Your Domestic Building prior to the loss or damage occurring;
- repair or rebuild any damage to Your Domestic Buildings;
- pay You the cost of repairing or re-building any damage of Your Domestic Building;
- pay You up to the amount of the Sum Insured.

Claims will also be settled on an indemnity value basis when You decide not to repair or rebuild the damaged Domestic Building(s).

## **PART A - DOMESTIC CONTENTS**

### ***Replacement and Reinstatement***

Where “Replacement and Reinstatement” is stated in Your Policy Schedule, We will at Our option pay a claim using one of the following:

- replace the items with the nearest equivalent new item(s);
- repair the item(s) to the condition it was when it was new;
- pay You the cost to repair or replace the item(s).

Where the claim relates to carpet, loose floor coverings, curtains or blinds, the repair or replacement is limited to the room, hall or passage where the loss occurred.

Claims will be settled on an indemnity value basis when You decide not to repair or replace the damaged property using the above Basis of Claim Settlement.

## **PART B - PERSONAL ITEMS**

At Our option, We will either:

- repair or replace Your Personal Items to the same condition as when they were new; or
- pay You the reasonable cost of repairing or replacing the Personal Items to the same condition as when they were new.

Where We pay You the reasonable cost of repair or replacement, We will use the retail price of the item available to Us, including discounts.

### **Pairs, sets, collections**

If any part of a Collection is lost or damaged, We will pay the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the Collection.

## **GST**

We will adjust Your claims payment in accordance with the provision under “GST Notice”.

# PART C: DOMESTIC LIABILITY

## WHAT IS COVERED - PART C

We agree to cover You for Your legal liability to pay Compensation for:

- death or bodily injury; and/or
- property damage

arising from an Occurrence during the Period of Insurance.

If You have insured the Domestic Building at the Situation and You are the owner or occupier, We will cover any Occurrence that takes place at that Situation and relates to the ownership or occupation of Your Principal Residence.

If You have insured Your Domestic Contents, We will cover any Occurrence that takes place anywhere in the world excluding North America that is not related to the ownership of Your Principal Residence.

We will pay:

- up to the amount shown on Your Policy Schedule for any one Occurrence;
- no more than this amount in total under all Sections which covers the same liability.

The following are included in the amount We will pay:

- legal costs and expenses in addition to the Sum Insured, in defence of any proceedings against You, even if the suit is groundless or fraudulent. We will need to appoint any legal representation;
- all costs awarded against You in any proceedings including any interest accrued after the judgment;
- all other reasonable expenses (excluding loss of earnings) incurred by You and relating to the defence of claims against You which We have agreed in writing to reimburse.

## ADDITIONAL BENEFITS - PART C

The following additional benefits will apply in addition to the cover provided under "Part C: Domestic Liability".

### **Watercraft liability**

We insure You against any claims for Compensation or expenses that You become legally liable to pay for death of or bodily injury to any person; or loss of or damage to property arising from:

- the ownership, custody or use of any Watercraft including dinghies, canoes, kayaks, surf or wave skis, sailboards, surfboards, toy or model Watercraft that are:
  - up to four metres in length; and
  - unpowered or powered by a Watercraft motor not exceeding 10 horsepower.

### **Sporting or social club committee member**

We will insure You for the amount You become legally liable to pay for Compensation or expenses for an alleged or actual act or omission arising out of Your or their position as a committee member of a social or sporting club.

We will only pay if the remuneration You receive does not exceed \$2,000 per year and the alleged act or omission is committed during the Period of Insurance.

The maximum amount We will pay under this Additional Benefit is \$10,000 during any one Period of Insurance.

Under this benefit You are not covered for any loss arising from:

- Any conflict of duty or interest.
- Gaining an illegal personal profit or advantage.

**Total Loss  
– building  
liability**

If Your claim is for a Total Loss on Your Domestic Building, liability cover in relation to Your Domestic Building formerly occupied by You will continue until the earliest of:

- any construction commencing at the Situation;
- the sale of the Situation or any part of it;
- another Policy being taken out that includes liability cover in relation to the Situation;
- the commencement of construction of a building at another Situation to replace that building;
- six (6) months from the date of the damage that caused the Total Loss; or
- confirmation of a structural defect, faulty design or faulty workmanship when Your Domestic Buildings were constructed.

**Vehicle liability**

We insure You against any claims for Compensation or expenses which You become legally liable to pay for:

- death of or bodily injury to any person; or
- loss of or damage to property,

arising from the ownership, custody or use of any Vehicle which is a type that does not require by law to be registered or have statutory bodily injury insurance cover, including:

- any motorised wheelchair;
- any domestic trailer not attached to any Vehicle;
- mobility scooters;
- golf buggies;
- garden equipment, including ride-on mowers.

We will also insure You against claims during the Period of Insurance for:

- death or bodily injury caused by You solely as a result of You being passengers in a registered Vehicle;
- death or bodily injury caused by any registered Vehicle if the Occurrence causing the death or bodily injury takes place at the Situation.

We do not insure You where You are entitled to be:

- wholly or partially 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 the cover under the scheme or to comply with a term or condition of the scheme;
- wholly or partially covered by any other policy of insurance which specifically covers the Vehicle (except where this exclusion would contravene s.45 of the Insurance Contracts Act 1984);
- protected while any Vehicle is being used for competitive racing or pace making.

**WHAT IS NOT COVERED - PART C**

The following exclusions are to be read in conjunction with the General Exclusions and General Conditions which are applicable to all Sections of this Policy and forming part of this Policy.

Under this Section, We will not cover Your legal liability for:

**Conflict of  
interest and  
illegal acts**

- Any conflict of duty or interest.
- You gaining an illegal personal profit or advantage.
- The lawful seizure, nationalisation, confiscation or requisition of any property of the Insured.
- Liability arising out of breach of copyright, libel, slander or assault caused by You.

**Construction of  
and damage to  
buildings**

- Any Domestic Buildings in the course of alteration, addition, improvement, demolition or repair costing more than \$100,000 (labour and materials).
- Destruction of or damage to property by any Federal, State or Territory Government or public or local authority.



<b>Covered elsewhere</b>	<ul style="list-style-type: none"> <li>Your ownership or possession of land, buildings or structures other than at the Situation of Your Building insured by this Section.</li> <li>An Occurrence which is or could be partly or fully insured under "Section 4 – Farm Liability".</li> <li>Any loss that can be reimbursed or otherwise insured by Your sporting or social club or community organisation.</li> </ul>
<b>Excluded proceedings</b>	<p>Proceedings of claims:</p> <ul style="list-style-type: none"> <li>by existing or previous family members; or</li> <li>in relation to divorce, maintenance, property disputes, separation or child visitation;</li> <li>regarding facts or Occurrences relating to prior to the commencement of this Policy, which You knew or ought to have known at the time of commencement of this Policy would or might give rise to a claim;</li> <li>initiated, threatened, or commenced prior to the commencement of the Policy.</li> </ul>
<b>Horse activities</b>	Horse Riding Activities unless agreed to by Us and specified on Your Policy Schedule.
<b>Landslide/ Subsidence</b>	<p>Cover only applies when the landslide or subsidence or mudslide occurs within seventy-two (72) hours of the ending of the event and contributed to or caused by one of the following defined events:</p> <ul style="list-style-type: none"> <li>earthquake;</li> <li>tsunami;</li> <li>explosion or implosion;</li> <li>liquid escape.</li> </ul>
<b>Pollution</b>	<p>Pollution or contamination, however caused, directly or indirectly.</p> <p>However, this exclusion will not apply if caused by a sudden, identifiable, unexpected and unintended Occurrence which takes place in its entirety at a specific time and place, during the Period of Insurance, and within Australia.</p>
<b>Pregnancy, transmissible disease</b>	Claims for pregnancy and for death or bodily injury arising out of pregnancy, or the transmission of a transmissible and infectious disease by You or Your family.
<b>Vehicles, Lift, Watercraft</b>	<p>Your ownership, possession or use of any Lift, Vehicle, Aircraft (including Aircraft Landing Areas), Drones or Watercraft, other than liability that arises out of:</p> <ul style="list-style-type: none"> <li>model or toy Aircraft, hang-glider or kite;</li> <li>what We cover under "Additional Benefits – Vehicle Liability";</li> <li>model or toy Watercraft, surfboards, sailboards, canoes, dinghies, kayaks, surf or wave-skis.</li> </ul>
<b>Interference with support</b>	Vibration of, weakening of or interference with the support to land or buildings.
<b>Workers' compensation or similar scheme</b>	Any entitlement to claim, including liability which is over that recoverable, for a benefit under any workers' compensation legislation, industrial award, accident compensation scheme, statutory or compulsory scheme.
<b>You and persons living with You</b>	<p>Death of or bodily injury to:</p> <ul style="list-style-type: none"> <li>You or any persons normally living with You;</li> <li>anyone employed by You, or by persons normally living with You, if the death or bodily injury arises out of their employment;</li> <li>Your Farm Business, or any other trade or profession other than domestic rental, or babysitting on a casual basis.</li> </ul>

**Your deliberate actions**

- The deliberate action of You or a family member, unless that action was reasonable to prevent or reduce injury, or prevent or reduce loss or damage to Insured Property,
- any agreement, unless liability would have attached to You or Your family had that agreement not existed, except for Your liabilities as a tenant under the terms of a lease or rental agreement on the Domestic Building.

**Your property**

Loss of or damage to:

- property belonging to You, or to any persons normally living with You, or property belonging to Your or their Employees;
- property in Your care, custody or control, except that property in which You live as a residential tenant.

**SPECIAL CONDITIONS – PART A (DOMESTIC BUILDING & DOMESTIC CONTENTS), PART B (PERSONAL ITEMS) & PART C (DOMESTIC LIABILITY)****Domestic Buildings and Domestic Contents only**

The following are specific conditions, applying to the Domestic Buildings and Domestic Contents at the Situation and are to be read in conjunction with the General Conditions:

- if You own the Domestic Buildings and the Domestic Contents but have only insured Your Domestic Contents under this Policy, We will not cover any legal liability You may incur as owner of the Domestic Buildings;
- Similarly, if You own the Domestic Buildings and Domestic Contents but have only insured Your Domestic Buildings under this Policy, We will not cover any legal liability You may incur as owner of the Domestic Contents;
- if You own the Domestic Buildings but do not live in them, We will not consider Your ownership to be a Business.

**Discharge of Liabilities (Part C Domestic Liability Only)**

At any time, for all claims made against You for any one Occurrence, We may pay to You or on Your behalf, after deducting any amounts already paid:

- the Sum Insured for Your legal liability under this Section; or
- any lower sum for which the claim may be settled.

If We do so:

- the conduct of any outstanding claim against You will become Your responsibility; and
- We will not be liable to pay any other amounts under this Section other than costs, charges or expenses agreed to by Us in respect of the period prior to the payment.

**Unoccupancy**

If You have insured Your Domestic Building with Us and it will be unoccupied for more than ninety (90) consecutive days, You must tell Us and obtain Our written consent for the cover to continue. If You do not do this, Your cover will automatically be reduced during the period it is left unoccupied subsequent to the ninety (90) days, for Insured Losses arising out of:

- lightning and thunder;
- riot and civil commotion;
- impact by Vehicles and Aircraft;
- earthquake

**EXCESS**

When You make a claim under this Section of Your Policy, You may have to pay an Excess as shown on Your Policy Schedule for “Part A: Domestic Building and Domestic Contents” and “Part B: Personal Items”.

No Excess applies to “Part C: Domestic Liability”.

For claims relating to solar panels or Wind Turbines including batteries, inverters and other associated equipment, the excess will be increased by \$750.

## SECTION 2 FARM PROPERTY

### DEFINITIONS SPECIFIC TO THIS SECTION

There are some words that have been given special meanings under “Section 2 – Farm Property” and are listed along with their meaning in the table below:

<b>Disruption Expenses</b>	Means expenses that need to be covered following an Insured Loss to minimise the disruption to Your Farm Business and maintain it at a similar level to that which You had prior to the Insured Loss.
<b>Farm Buildings</b>	<p>Means Farm Buildings permanently located at the Situation which are mainly used in the Farm Business, although not as a permanent place of residence. Farm Buildings must be specified on Your Policy Schedule, and include:</p> <ul style="list-style-type: none"><li>▪ plant and equipment that is permanently attached to or forms part of the Farm Building, including attached solar panel units for Farm Business use;</li><li>▪ items permanently attached to Farm Buildings such as stockyards, races, and silos (including their elevators), fences, gates and fuel or water tanks;</li><li>▪ services such as water, sewerage and electricity that are designed to run in conjunction with the insured Farm Buildings and for which You are legally responsible;</li><li>▪ landlord’s fixtures and fittings for which you are legally liable under the terms of a lease.</li></ul> <p>Farm Buildings does not mean:</p> <ul style="list-style-type: none"><li>▪ Fencing that is not permanently attached to a Farm Building;</li><li>▪ Farm Buildings undergoing construction or alteration where the total cost exceeds \$100,000;</li><li>▪ Roads, driveways, tracks, unpaved paths or other unpaved surfaces that are constructed of earth, gravel or any other loose surface materials, which are publicly or privately owned;</li><li>▪ Bridges, culverts, dams, canals, reservoirs, railway tracks and tunnels.</li></ul>
<b>Farm Contents</b>	<p>Means property owned by You, or for which You are legally liable, that are shown on Your Policy Schedule and used in the Farm Business. Farm Contents are usually kept in Farm Buildings at the Situation, and include items such as:</p> <ul style="list-style-type: none"><li>▪ tools and equipment, Fencing materials, packing materials and accessories;</li><li>▪ farm inputs including stock, feed, seeds, fuels, oils, plant materials and fertiliser (fertiliser is only covered while stored in a soundly built three-or-four sided and weatherproof shed);</li><li>▪ food and other Products grown or produced and stored on Your Situation and for commercial sale, but only if listed on Your Policy Schedule;</li><li>▪ communication systems and equipment used in connection with normal farming activities including Global Positioning System (GPS) and CB/UHF;</li><li>▪ Drones for Farm Business use;</li><li>▪ irrigation equipment;</li><li>▪ accounting and other documents used in the Farm Business.</li></ul> <p>Farm Contents does not mean:</p> <ul style="list-style-type: none"><li>▪ Growing crops or plants, Hay, Grain, Silage;</li><li>▪ Livestock;</li><li>▪ Vehicles of any kind;</li><li>▪ Aircraft, or Watercraft, including their accessories;</li><li>▪ Fencing;</li><li>▪ Any contents that can be covered under “Section 1 – Domestic Property”;</li><li>▪ Land or water;</li><li>▪ Semen, embryos, ampules or straws including their containers;</li><li>▪ Pumps and pumping equipment.</li></ul>

**Fencing**

Means Fencing located at the Situation, owned or shared by You or for which you are legally responsible and used in conjunction with Your normal Farm Business. Fencing must be specified on Your Policy Schedule and includes:

- boundary, shared and internal Fencing;
- other attachments and equipment used specifically in the operation of Your Fencing.

This definition does not include Fencing used for domestic purposes and covered under "Section 1 – Domestic Property".

If you choose Fencing cover, You have a choice of First Loss cover or Per Kilometre cover.

The cover You choose will be shown on Your Policy Schedule;

- With First Loss cover You choose a Sum Insured and this amount applies across all Fencing at the Situation.
- With Per Kilometre cover all Fencing at the Situation is insured for a Sum Insured per Kilometre that You choose.

**Insured Property**

Means Farm Buildings and Unspecified Farm Buildings, Farm Contents, Fencing, Aboveground Farm Improvements and Unspecified Aboveground Farm Improvements, Hay, Grain & Silage.

**Livestock**

Means animals owned by You or for which You are legally responsible that are part of Your normal Farm Business but excluding fish, crustaceans, aquatic organisms or any other animals used in aquaculture farming.

**Mobile Farm Machinery**

Means mobile machinery at the Situation either owned by You or for which You are legally responsible that is both self-propelled and capable of being towed, and is used in the Farm Business. This includes headers, harvesters and tractors as well as other farming vehicles not registered for on-road use, and their equipment and attachments.

Mobile Farm Machinery does not include any passenger Vehicles, vans, pivot or lateral irrigators as well as their spare parts.

**Aboveground Farm Improvements**

Means items at the Situation, which are owned by You, or for which You are legally liable, and are used in the Farm Business. Aboveground Farm Improvements include:

- fixed and/or free-standing plant and the contents therein, including silos, bins, hoppers, water/ fuel/oil tanks and their stands, feeders, and troughs;
- power, telephone and light poles including overhead lines, electrical cables and any associated equipment;
- pumps and pump motors, and their associated below-ground infrastructure;
- Freestanding ground-based solar panel units and their associated infrastructure if used mainly for Your normal Farm Business, and only if not forming part of any Building;
- Windmills and Wind Turbine generators.

Aboveground Farm Improvements does not mean:

- irrigation or spraying equipment, trellises and associated equipment;
- towed farm implements or Vehicles of any kind.

**Shelter Belts**

Means trees and/or shrubs planted at the Situation to provide a practical benefit to the Farm Business such as soil erosion control, providing shade, or as windbreaks. Shelter Belts are not part of a Farm Business commercial crop.

**Unspecified Farm Buildings**

Means Farm Buildings not otherwise specified in Your Policy Schedule that are used in Your Farming Business and located at the Situation and have a replacement value of \$10,000 or less.

**Unspecified Mobile Farm Machinery**

Means items of Mobile Farm Machinery located at the Situation that are not specified in the Policy Schedule and that have a market or replacement value of \$10,000 or less.

Unspecified Mobile Farm Machinery excludes passenger Vehicles, vans, pivot or lateral irrigators as well as their spare parts.

**Unspecified Aboveground Farm Improvements**

Means Aboveground Farm Improvements not otherwise specified in Your Policy Schedule that are used in Your Farming Business, located at the Situation and have a replacement value of \$10,000 or less.

**Wind Turbine**

Means an aero foil powered generator used by You as part of Your Farm Business (excluding all other commercial use including loss of use and/or income) at the Situation to convert, store and/or transfer kinetic energy from the wind into usable electrical power.

**Windmill**

Means fixed property used by You as part of Your Farm Business (excluding all other commercial use including loss of use and/or income) at the Situation that converts kinetic energy from the wind into mechanical energy used at the Situation

**FARM PROPERTY - HOW IS IT COVERED**

Farm Property is either covered as accidental damage or defined events

1. Accidental damage cover applies to the following when insured under this Section of the Policy

- Farm Buildings;
- Farm Contents;
- Fencing;
- Hay, Silage;
- Grain (except whilst in silo bags where cover is for fire only),
- Aboveground Farm Improvements; and,
- Unspecified Aboveground Farm Improvements.

2. Defined events cover applies to the following when insured under this Section of the Policy:

- Livestock;
- Mobile Farm Machinery; and,
- Unspecified Mobile Farm Machinery

**ACCIDENTAL DAMAGE**

We will cover the accidental loss or damage to Your Farm Buildings, Farm Contents, Fencing, Hay, Silage and Grain, Aboveground Farm Improvements and Unspecified Aboveground Farm Improvements which You own or for which You are legally liable and that are located at the Situation, unless damage is excluded in the table below or in “What is Not Covered – Accidental Damage” or “What is Not Covered – Farm Property”.

Under accidental loss or damage cover, We will not pay for:

<b>Drones</b>	Loss or Damage to Drones whilst in use.
<b>Storm, Rainwater</b>	<p>Damage caused by Storm or Rainwater entering Farm Buildings and/or Unspecified Farm Buildings due to:</p> <ul style="list-style-type: none"><li>▪ an opening when under construction, renovation, alteration or repair;</li><li>▪ faulty design, faulty workmanship or structural defects; or</li><li>▪ percolating or seeping in from an external source.</li></ul> <p>Loss of or damage to any of the following which is caused by Storm or Rainwater:</p> <ul style="list-style-type: none"><li>▪ textile awnings and blinds, shade cloth or similar materials; dam liners and covers, tarpaulins, bird or hail netting; trellises; shade structures and sails;</li><li>▪ fabric shelters; glasshouses; greenhouses; hothouses; tunnel houses; igloos; arch shelters, domes, eco shelters or other similar shade structures;</li><li>▪ Farm Buildings with a roof or sides constructed of plastic or fabric including but not limited to any polymer (PVC) substance of every description or fibreglass;</li><li>▪ Farm Buildings in the course of alteration or improvement, including any Farm Contents therein;</li><li>▪ pumping and irrigation equipment not designed to function in the Open Air;</li><li>▪ property consisting of Farm Contents, and Aboveground Farm Improvements in the Open Air unless such property is designed to function without the protection of a building;</li><li>▪ Livestock;</li><li>▪ Hay, Grain, Silage, unless it was stored in a soundly built, three-or-four sided and weatherproof shed or silo and damage to that shed or silo was caused by the Storm and has allowed water to enter and cause damage to the Hay, Grain, Silage.</li></ul> <p>Farm Fencing is covered for damage caused by Storm or Rainwater however a sub-limit does apply</p>
<b>Liquid Escape</b>	<p>The costs of:</p> <ul style="list-style-type: none"><li>▪ repairing or replacing any defective item(s) that caused the damage;</li><li>▪ finding or fixing leaks that have not caused damage.</li></ul> <p>Damage:</p> <ul style="list-style-type: none"><li>▪ which has occurred over time;</li><li>▪ resulting from water escape from a shower base;</li><li>▪ caused by the porous condition of any grouting or sealant;</li><li>▪ that has occurred as a result of Your failure to take reasonable preventative steps following the discovery of the liquid escape</li></ul>

## DEFINED EVENTS COVER

We will cover Your Livestock, Mobile Farm Machinery and Unspecified Mobile Farm Machinery for the following defined events when insured by this section and not excluded in the table below under “What is not covered”, or in “What is not Covered – Farm Property”.

Defined Event	What is covered	What is not covered
<b>Earthquake</b>	Loss or damage caused by earthquake, subterranean fire, or volcanic eruption.	An Excess of \$250 (or the amount shown on Your Policy Schedule) will apply to claims for loss or damage caused by earthquake or series of causes that occur within seventy-two (72) hours of the ending of the event and is contributed to or caused by one of the defined events.
<b>Explosion or implosion</b>	Damage arising out of explosion or implosion.	
<b>Fire</b>	Loss or damage caused by fire.	Loss or damage due to spontaneous combustion, fermentation, heating or any process involving the direct application of heat.
<b>Impact</b>	Impact by the following: <ul style="list-style-type: none"> <li>any Vehicle or Watercraft at the Situation;</li> <li>an aerial device including any Aircraft or its debris;</li> <li>an animal;</li> <li>Drones;</li> <li>trees or limbs that have fallen, including the reasonable costs to remove and dispose;</li> <li>external aerials, masts, dishes, antenna or Windmills that collapse or break.</li> </ul>	Damage caused by domestic pets and farm guard dogs. Damage caused by insects, termites, white ants, birds or vermin. Death or injury to Livestock caused by other Livestock.
<b>Landslide, subsidence</b>	Cover only applies when the landslide or subsidence or mudslide occurs within seventy-two (72) hours of the ending of the event and is contributed to or caused by one of the following defined events: <ul style="list-style-type: none"> <li>earthquake;</li> <li>explosion or implosion;</li> <li>liquid escape.</li> </ul>	
<b>Lightning or thunder</b>	Loss or damage including electric power fluctuations where there is clear and visible evidence of a lightning or thunder strike at or in the immediate vicinity of Your Situation.	
<b>Liquid escape</b>	Loss or damage resulting from liquid and/or other substance discharging, leaking or overflowing from any apparatus, system or appliance. When a claim is paid, it also includes the reasonable cost of locating the source of the escaping liquid, and repairing any damage done to locate that source.	<ul style="list-style-type: none"> <li>Loss or damage as a result of Your failure to take reasonable preventative steps following the discovery of the liquid escape.</li> <li>Loss or damage due to Flood.</li> </ul>
<b>Riot, civil commotion</b>	Industrial or political disturbances and acts of a lawful authority controlling such disturbances.	

<b>Storm</b>	Damage caused by Storm or Rainwater	<ul style="list-style-type: none"> <li>▪ Damage caused by Storm or Rainwater to Mobile Farm Machinery that is not designed to function without the protection of a building;</li> <li>▪ Damage caused by Storm or Rainwater to Livestock.</li> </ul>
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<b>Vandalism</b>	The deliberate destruction, damage or defacement of insured Livestock, Mobile Farm Machinery or Unspecified Mobile Farm Machinery.	<p>Vandalism intentionally caused by:</p> <ul style="list-style-type: none"> <li>▪ You or Your family members who normally or temporarily live with You;</li> <li>▪ Employees including contractors and/or subcontractors lawfully at the Situation;</li> <li>▪ other persons acting lawfully on Your behalf at the Situation;</li> <li>▪ paying guests, tenants or Visitors to the Situation.</li> </ul>
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**ADDITIONAL BENEFITS APPLYING TO THE FARM PROPERTY**

Following an accepted claim, these benefits will be paid in addition to the Sum Insured, unless shown otherwise:

Additional Benefit	Limit	Description
<b>Document restoration</b>	\$5,000 (maximum during the Period of Insurance)	We will pay the reasonable costs to restore, reinstate or reproduce business and accounting documents/records, plans, maps, drawings, designs, deeds, agreements, certificates, forms or other similar documents which have been damaged or destroyed by an Insured Loss. However, this benefit does not include any computer stored data or costs involving the restoring or restoration of such data.
<b>Employees' property</b>	\$5,000 (maximum during the Period of Insurance)	<p>We will cover loss or damage to tools of trade and/or personal belongings (excluding Money), which are normally kept at the Situation, that belong to Your Employees who are engaged in the Farm Business, provided that:</p> <ul style="list-style-type: none"> <li>▪ We would have paid the claim if the damaged property had otherwise belonged to the Insured; and</li> <li>▪ the property is not otherwise insured under any other insurance.</li> </ul>
<b>Fire-fighting expenses</b>	\$10,000 (maximum during the Period of Insurance)	<p>We will pay the reasonable costs You incur to:</p> <ul style="list-style-type: none"> <li>▪ extinguish any fire at the Situation or any fire which threatens the Situation;</li> <li>▪ ensure Your fire-fighting equipment is restored to the same standard as it was prior to being used for the fire;</li> <li>▪ obtain access to the Insured Property, after any damage has occurred.</li> </ul>
<b>Humane destruction (Livestock)</b>	\$5,000 (maximum during the Period of Insurance)	We will pay the reasonable amount to destroy any damaged Livestock and dispose of the carcasses if destruction is required for humane reasons as determined by veterinarians.
<b>Livestock management</b>	Included within Sum Insured	Your Livestock is covered at all Situations listed on Your Policy Schedule, including while it is being transported between these Situations as part of Your Livestock management strategy.



<b>New Farm Buildings, additions and alterations</b>	\$100,000 and \$50,000	<p>We will cover:</p> <ul style="list-style-type: none"> <li>▪ any new Farm Building, from completion of construction and for a period of up to thirty (30) days. The maximum amount We will pay under this Additional Benefit during the Period of Insurance is \$100,000. You must notify Us in writing within thirty (30) days of completion of construction for cover to continue;</li> <li>▪ any alterations and additions to Your specified Farm Buildings carried out during the Period of Insurance, however We will not pay more than \$50,000.</li> </ul> <p>If Your Policy is not renewed, cover under this Additional Benefit will cease on the Policy's expiry date.</p>
<b>Professional fees and costs</b>	\$5,000	<p>When We agree to repair or rebuild Your Farm Buildings, We will also pay:</p> <ul style="list-style-type: none"> <li>▪ Your legal costs incurred for the discharge of any mortgage(s) involved following settlement of a claim for Total Loss;</li> <li>▪ the reasonable professional fees incurred to rebuild or repair the damaged insured Farm Buildings;</li> <li>▪ any additional costs necessary to comply with any statutory authority's requirements in connection with the repair or rebuilding of the Farm Buildings (other than costs served by a statutory authority on You prior to the insured loss or damage occurring).</li> </ul>
<b>Removal of debris</b>	15% of the Insured Property Sum Insured (maximum during the Period of Insurance)	<p>We will pay the reasonable cost of demolition, removal and disposal of any Insured Property debris when an Insured Loss takes place and damage occurs.</p> <ul style="list-style-type: none"> <li>▪ The maximum amount We will pay is 15% of the Insured Property Sums Insured for a specific risk;</li> <li>▪ In the event of a Total Loss where the Farm Buildings and/or Farm Contents Sums Insured are not exhausted, the remaining portions can also be used for the reasonable costs of Removal of Debris as part of this Additional Benefit</li> </ul>
<b>Shelter Belts</b>	\$5,000 (maximum during the Period of Insurance)	<p>We will pay for Loss or Damage to Your Shelter Belts caused by fire up to \$200 for any one tree, plant or shrub including costs of replanting, removal and preparation.</p>
<b>Temporary protection</b>	\$5,000 (maximum during the Period of Insurance)	<p>Following an Insured Loss, We will pay the reasonable costs to temporarily repair, secure and protect the Insured Property from further loss and Livestock escape pending permanent repair or replacement of the Insured Property.</p>
<b>Farm Property Temporary Removed</b>	Included	<p>We will cover loss or damage to Your farm property temporarily removed from the Situation to anywhere in Australia.</p> <p>We will not cover the following:</p> <ul style="list-style-type: none"> <li>▪ Farm property in transit, or permanently removed from Your Situation;</li> <li>▪ Farm Buildings, Fences and Immobile Machinery;</li> <li>▪ Drones;</li> <li>▪ Mobile Machinery.</li> </ul> <p>However We will cover Mobile Machinery when it is:</p> <ul style="list-style-type: none"> <li>▪ on a public thoroughfare between Situations, and not requiring registration; or</li> <li>▪ being driven or transported to a workshop for the purposes of repair or servicing.</li> </ul>

## ADDITIONAL COVER OPTIONS

### Unspecified Farm Buildings

You can choose to have cover for Your Unspecified Farm Buildings. We will pay up to the limit shown on Your Policy Schedule for damage to any one Farm Building, caused by an Occurrence covered by accidental damage.

If You have chosen to take out this cover, it will be shown on Your Policy Schedule.

### Unspecified Mobile Farm Machinery

You can choose to have cover for Your Unspecified Mobile Farm Machinery. We will pay up to the limit per item shown on Your Policy Schedule for damage to any one item of Unspecified Mobile Farm Machinery caused by an Occurrence covered by defined events.

If You have chosen to take out this cover, it will be shown on Your Policy Schedule.

### Unspecified Aboveground Farm Improvements

You can choose to have cover for Your Unspecified Aboveground Farm Improvements. We will pay up to the limit per item shown on Your Policy Schedule for damage to any one item of Unspecified Aboveground Farm Improvements caused by an Occurrence covered by accidental damage.

If You have chosen to take out this cover, it will be shown on Your Policy Schedule.

### Disruption Expenses

You can choose to have cover for Disruption Expenses. If You have chosen to take out this cover it will be shown on Your Policy Schedule.

Under Disruption Expenses, We will cover You for the following:

#### Farm Property

Where We have agreed to pay a claim under "Section 2 – Farm Property", We will cover the reasonable additional expenses incurred to minimise disruption to Your Farm Business and maintain it at a similar level to that which You had prior to the damage occurring.

Disruption Expenses cover only includes expenses:

- in excess of the standard operating expenses connected to the damaged property;
- that are a direct result of the Insured Loss; and
- incurred during the time that the damaged property is being repaired or could reasonably have been expected to be repaired.

Cover is included for a maximum period of twelve (12) months and We will pay up to the amount shown on Your Policy Schedule, during any one Period of Insurance.

#### Farm Motor

Where We have agreed to pay a claim under "Section 7 – Motor Vehicles", We will cover the reasonable additional expenses incurred to minimise disruption to Your Farm Business caused by the loss of or damage to a comprehensively-insured Farm Vehicle You rely on for Your Farm Business and We will provide cover for any reasonable additional costs incurred as a result of that loss or damage (excluding contract work). Farm Vehicle under this Additional Benefit is restricted to tractors, headers, harvesters, trucks, trailers and sprayers as well as their attachments. Farm Vehicle does not include any sedans, wagons, utilities, vans, four-wheel drives or motor bikes of any type.

Cover is included for a maximum period of twelve (12) months and We will pay up to the amount shown on Your Policy Schedule, during any one Period of Insurance.

## What is Not Covered under Disruption Expenses Cover

We will not pay any Disruption Expenses caused by, arising out of, in connection with or for:

- Farm Hosting;
- drought;
- Incidental Farm Contracting, unless otherwise agreed to in writing;
- the cost of repairing physical damage, insured or otherwise;
- any expenses and/or costs insured under any other Section of this Policy;
- the inability to replace uninsured Farm Property that has been lost or damaged;
- an additional Excess or any other monetary payment/expense imposed or recoverable under this Policy or any other insurance.

We will not provide any cover if You decide to stop farming, or You do not restart Your farming activities within twelve (12) months, after a disruption.

## Excess under Disruption Expenses

An Excess applies to each and every claim under the Disruption Expenses option for Insured Losses arising from:

- "Section 2 Farm Property" - You must pay an Excess as shown on Your Policy Schedule.
- "Section 7 - Motor Vehicles" - 48 hour waiting period. This will commence at the time the damage occurs and ends 48 hours later. You are covered for Disruption Expenses incurred after this first 48 hour period has expired.

## BASIS OF CLAIM SETTLEMENT

There are two methods We use to calculate the claim settlement amount - "Replacement and Reinstatement" and "Indemnity Value". The method You have chosen will be shown on Your Policy Schedule.

The maximum amount We will pay for an accepted claim is the Sum Insured per item which will also be shown on Your Policy Schedule.

## Farm Buildings (including Unspecified Farm Buildings)

### *Reinstatement and Replacement*

Where "Replacement and Reinstatement" cover is stated in Your Policy Schedule, We will at Our option:

- repair or rebuild, any damaged part(s) of Your Building(s), to the same condition they were when new; or
- pay the reasonable cost of repairing or rebuilding Your Farm Building(s) to a condition substantially the same as when new; or
- pay You an amount up to the Sum Insured.

We will use building materials and construction methods commonly used at the time of loss or damage. However, if it is not possible to use original materials, We will use the nearest available equivalent.

We will not pay to repair or rebuild any part of the Farm Building(s) which have not sustained any physical damage.

In the event of a Total Loss, if rebuilding does not commence within six (6) months of the damage occurring, including where any extended period has been agreed to by Us, You may be liable to pay for any increase in rebuilding costs caused by Your delay.

We may agree in writing to allow Farm Building(s) in the event of a Total Loss to be rebuilt on another site at the Situation, provided that the replacement costs are no more than they would have been had the work been carried out at the original site.

### *Indemnity Value*

Where "Indemnity Value" is stated in Your Policy Schedule, We will at Our option:

- pay You the Indemnity Value of Your building prior to the loss or damage occurring; or
- repair or rebuild any damage to Your Building(s); or
- pay You the cost of repairing or rebuilding any damage to Your Farm Building(s); or
- pay You up to the amount of the Sum Insured.

Claims will also be settled on an indemnity value basis when:

- Unspecified Farm Buildings are over 25 years old; or
- You decide not to repair or rebuild the damaged Farm Building(s).

## **Aboveground Farm Improvements (Including Unspecified Covers)**

### **Reinstatement and Replacement**

Where “Replacement and Reinstatement” is stated in Your Policy Schedule, We will at Our option pay a claim using one of the following:

- replace with the nearest equivalent new item(s); or
- repair the item(s) to the condition it was when it was new; or
- pay You the cost to repair or replace the item(s).

Claims will be settled on an Indemnity Value basis when You decide not to repair or replace the damaged property using the above Basis of Claim Settlement.

### **Indemnity Value**

Where “Indemnity Value” is stated in Your Policy Schedule, We will at Our option:

- replace or repair the damaged Insured Property; or
- pay You the cost of replacing or repairing the damaged Insured Property; or
- pay You the Indemnity Value of the damaged Insured Property; or
- pay You up to the amount of the Sum Insured.

In respect of Aboveground Farm Improvements, We will not pay any costs required to demolish, replace or repair any above-ground Insured Property following a loss to below-ground infrastructure.

Claims will also be settled on an Indemnity Value basis when You decide not to repair or replace any damaged Aboveground Farm Improvements.

## **Farm Contents and Mobile Farm Improvements (Including Unspecified Covers)**

Where Your claim is for Farm Contents We will at Our option pay Your claim using one of the following:

- replace with the nearest equivalent new item(s); or
- repair the item(s) to the condition it was when it was new; or
- pay You the cost to repair or replace the item(s).

Where Your claim is for Mobile Farm Machinery We will at Our option:

- repair Your machinery;
- pay You the reasonable cost of repairing Your machinery; or
- pay You the Market Value of Your Machinery, or Sum Insured shown on the Policy Schedule (whichever is the lesser).

## **Fencing**

### **First Loss Fencing**

Where You have elected to insure Your Fencing on a first loss basis as shown on Your Policy Schedule, We will at Our discretion:

- repair or replace any damaged parts of Your Fencing to the equivalent condition as it was when new; or
- pay You the cost to repair or replace the item(s); or
- pay up to Your Sum Insured shown on Your Policy Schedule for Fencing that is damaged or destroyed.

### **Per Kilometre Fencing**

Where You have elected to insure Your Fencing on a per kilometre basis on Your Policy Schedule, We may, aside from the options under ‘First Loss Fencing’ and also at Our discretion,

- pay You up to, but not more than, Your nominated Sum Insured per kilometre shown in Your Policy Schedule for each kilometre of Fencing damaged or destroyed.

## **Hay, Grain & Silage**

Where the claim is for damage to Hay, Grain or Silage, We will at Our discretion:

- pay You the amount calculated by multiplying the sum of Hay, Grain or Silage, lost or damaged by the Market Value at the time of loss or damage, or;
- pay You the Sum Insured specified for Hay, Grain or Silage on Your Policy Schedule.

## Livestock

For Defined Event Cover – Livestock the maximum amount We will pay is the Sum Insured shown on Your Policy Schedule plus cover under any applicable Additional Benefits unless shown otherwise.

We will also pay:

- if the replacement value of the equivalent Livestock increases following the date of loss but prior to the date of settlement We will pay the additional amount up to a maximum of 10% of the claimable loss.
- the reasonable reduction in replacement value of injured Livestock which are sold within sixty (60) days of the date of loss. This reduction is effective between the date of loss up until the date of sale, however:
  - We may arrange a post mortem examination by a veterinary surgeon;
  - You must not dispose of any carcass without Our approval;

You will be required to provide various claim support documentation including but not limited to:

- proof as to ownership and/or cause of death;
- identity of the animals;
- evidence to assess and support the replacement value of the animal(s);
- veterinary records.

## WHAT IS NOT COVERED - FARM PROPERTY

Under Farm Property Cover, We will not pay for:

<b>Animals, plants, bacteria</b>	Loss of or damage due to: <ul style="list-style-type: none"> <li>▪ any living creature (other than Livestock which has been insured under this Section), including animals, birds, insects, vermin or fish;</li> <li>▪ plants, shrubs, growing crops, standing timber and pastures;</li> <li>▪ marine growth, marine borer, the action of micro-organisms; bacteria, disease or a virus.</li> </ul>
<b>Theft and Transit (insured elsewhere)</b>	Loss of or damage to Farm Property due to: <ul style="list-style-type: none"> <li>▪ Theft or attempted theft (this can be covered under “Section 3 – Farm Theft”);</li> <li>▪ transit, including loading or unloading, delivery or dispatch (this can be covered under “Section 5 – Farm Transit”).</li> </ul>
<b>Dangerous Goods and other goods</b>	Loss of or damage due to: <ul style="list-style-type: none"> <li>▪ items of a brittle nature;</li> <li>▪ Dangerous Goods;</li> <li>▪ any electrical device (including its wiring) caused by a surge in electrical current, but this does not exclude resultant damage to other Farm Property.</li> </ul>
<b>Errors, omissions, existing damage</b>	Loss of or damage to Farm Property due to: <ul style="list-style-type: none"> <li>▪ the cost of repairing any existing damage;</li> <li>▪ an error or omission in formula, plan, pattern or specification;</li> <li>▪ defective design or failure of design; faulty workmanship, materials, structure, packaging or storage;</li> <li>▪ the result of any process including but not limited to manufacture, production, repair, testing, cleaning, dyeing or restoring where damage results directly from that process;</li> <li>▪ unexplained inventory, clerical or accounting shortages, shortages in supply or delivery.</li> </ul>
<b>Flood, tsunami, pollution</b>	Loss of or damage to Farm Property due to: <ul style="list-style-type: none"> <li>▪ Flood, the action of the sea, Storm Surge, tsunami, tidal wave;</li> <li>▪ contamination or pollution.</li> </ul>

**Tree roots, omissions, weakening, movement, demolition**

Loss of or damage to Farm Property due to:

- the action of tree roots;
- the incorrect siting of buildings as a result of an omission or error in design or specification or non-compliance with the requirements of any lawful authority;
- the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;
- earth movement, including normal settling, seepage, creeping, heaving, shrinkage, vibration or expansion of Farm Building walls, pavements, foundations and/or similar parts of the Farm Buildings, roads, and other structural improvements;
- demolition, including that ordered by any lawful authority as a result of failure by You to comply with any lawful requirement.

**Public Utilities**

Loss of or damage to Farm Property due to:

- the interruption of, and/or failure in the supply of water, electricity, gas or fuel, including waste disposal systems and underground services.

**Grain in silo bags**

Loss of or damage to:

- Grain in silo bags other than when the Insured Loss is caused by fire,
- Grain in silo bags where the silo bags are older than eighteen (18) months from the date of manufacture,
- silo bags.

**Wear and tear, maintenance**

Loss of or damage to Farm Property due to:

- chemical reaction, fading, action of light, electrolysis, biological process;
- deterioration, fermentation and putrefaction of refrigerated goods;
- wear and tear, depreciation, scratching, rust, oxidation, corrosion, mould, mildew, fungi, wet or dry rot, dampness of atmosphere, evaporation and variations in temperature or atmospheric condition;
- the lack of normal upkeep, maintenance and repair;
- the seepage of water, or water entering as a result of a structural defect, faulty design or faulty workmanship.

**SPECIAL CONDITIONS - FARM PROPERTY**

The following conditions are specific to this Section and are to be read in conjunction with the "General Conditions". If they are not met, then We may not be able to provide You with any cover.

Harvesting compliance and prevention

When using harvesting equipment and/or machinery, the following must be adhered to:

- Compliance with all Bushfire regulations and/or codes of practice in force in the State or Territory in which the Situation is located or where the equipment is being operated;
- You must cease operating harvesting machinery on days or periods declared by any government authority to be "harvest ban" days or periods;
- Two functioning water-based foam filled fire extinguishers must be carried on the harvesting and Hay, Grain, Silage baling equipment at all times and must be in current date.

Unoccupancy

If You have insured Your Farm Property with Us and the Situation will be unoccupied for more than ninety (90) consecutive days, You must tell Us and obtain Our written consent for the cover to continue. If You do not do this, Your cover will automatically be reduced during the period it is left unoccupied for loss or damage arising from:

- lightning or thunder;
- riot and civil commotion;
- earthquake.

## EXCESS

When You make a claim under this Section of Your Policy, You must pay an Excess as shown on Your Policy Schedule.

For claims relating to solar panels or Wind Turbines including batteries, inverters and other associated equipment, the excess will be increased by \$750.

# SECTION 3 FARM THEFT

## DEFINITIONS SPECIFIC TO THIS SECTION

There are some words which have been given special meanings under “Section 3 – Farm Theft” and these are listed along with their meaning in the table below:

<b>Insured Property</b>	Means Farm Buildings, Farm Contents, Fencing, Aboveground Farm Improvements, Livestock, Hay, Grain and Silage.
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## WHAT IS COVERED

We cover You for loss or damage to Insured Property that You own as a result of Theft or attempted Theft from the Situation during the Period of Insurance.

## ADDITIONAL BENEFITS

Following an accepted Theft claim, these Additional Benefits will be paid in addition to the total Sum Insured, unless shown otherwise.

Additional Benefit	Limit	Description
<b>Employees' property</b>	\$5,000 (maximum during the Period of Insurance)	We will cover loss or damage to tools of trade and/or personal belongings (excluding Money) which are normally kept at the Situation and belong to Your Employees who are engaged in Your Farm Business, provided: <ul style="list-style-type: none"> <li>▪ We would have paid the claim if the stolen or damaged property had otherwise belonged to the Insured;</li> <li>▪ the property is not otherwise insured under this or any other Policy.</li> </ul>
<b>Keys and locks</b>	\$5,000 (maximum during the Period of Insurance)	We will pay the reasonable cost to replace, alter, recode or open: <ul style="list-style-type: none"> <li>▪ locks, keys or cylinders;</li> <li>▪ safe combination locks;</li> </ul> provided they are lost, damaged, destroyed, stolen or illegally duplicated resulting from Theft or attempted Theft.
<b>Temporary protection</b>	\$5,000 (maximum during the Period of Insurance)	We will pay the costs reasonably incurred to secure, protect and safeguard the property from further Theft or attempted Theft.
<b>Temporary removal</b>	Lesser of \$20,000 or 10% of the Farm Contents Sum Insured	We will cover Insured Property insured under “Section 2 – Farm Property” temporarily removed from the Situation to anywhere in Australia for up to ninety (90) days. This does not include: <ul style="list-style-type: none"> <li>▪ property otherwise insured under this Policy, another policy or a business document/agreement; or property at an auctioneer’s Situation; or</li> <li>▪ property that has been permanently removed.</li> </ul>
<b>Theft of Mobile Farm Machinery</b>	\$10,000 Specified, \$5,000	Tractors, headers, harvesters, trailers and motor bikes specified under Farm Mobile Machinery are covered for Theft and attempted Theft, as well as their attachments. Theft of Mobile Farm Machinery does not include any sedans, wagons, utilities, vans, four-wheel drives, irrigators or heavy vehicles of any type. The most we will pay is \$10,000 any one item for Mobile Farm Machinery and \$5,000 any one item for Unspecified Mobile Farm Machinery.



## BASIS OF CLAIM SETTLEMENT

The maximum payable is the Sum Insured shown on Your Policy Schedule, plus additional cover under additional benefits unless otherwise specified and relates to:

- property which is not recovered or property which is recovered and declared a Total Loss;
- property which is recovered and damaged;
- property which is not stolen but is damaged as a result of the Theft or attempted Theft.

In respect of Farm Property, limited to Farm Buildings and Farm Contents, We will at Our discretion under these definitions:

- repair, reinstate or replace to the same condition as when new; or
- pay the reasonable cost of repairing, reinstating or replacing to the same condition as when new.

If the property is not repaired, reinstated or replaced, We will settle the claim on an indemnity value basis.

In respect of Fencing, Aboveground Farm Improvements, Livestock and Hay, Grain, Silage and any specified item(s), We will at Our discretion under these Sections:

- pay the replacement value of the property just prior to the damage occurring or the Sum Insured, whichever is the lesser;
- repair, reinstate or replace the damaged property to its condition before the loss or damage; or
- pay the reasonable cost of repairing, reinstating or replacing the damaged property to its condition before the loss or damage.

In relation to Hay, Grain, Silage, if the replacement value of the equivalent Hay, Grain, Silage increases following the date of loss but prior to the date of settlement, We will pay an additional amount up to a maximum of 10% of the claimable loss.

## WHAT IS NOT COVERED

This Section does not cover Theft or attempted Theft of or by:

<b>Excluded items</b>	<ul style="list-style-type: none"><li>▪ Money;</li><li>▪ any property located at a Situation which has been unoccupied for more than ninety (90) days where We have not been advised and given Our written approval;</li><li>▪ Vehicles including spare parts insured under the "Motor Vehicle" or "Farm Property" Sections of this Policy, other than where the Theft of Mobile Machinery additional benefit applies;</li><li>▪ Vehicles insured under any other motor policy, including their spare parts;</li><li>▪ any property that can be insured under the 'Domestic Property' section of this Policy.</li></ul>
<b>Excluded persons (You, family, Employees etc.)</b>	<ul style="list-style-type: none"><li>▪ You or any member of Your family who normally or temporarily lives with You;</li><li>▪ other persons acting lawfully on Your behalf at the Situation;</li><li>▪ Employees, directors, partners, contractors or subcontractors lawfully at the Situation;</li><li>▪ tenants or Visitors to the Situation.</li></ul>
<b>Excluded Situations</b>	<ul style="list-style-type: none"><li>▪ during Transit.</li><li>▪ where loss or damage is not discovered within a reasonable time period.</li><li>▪ involving any unexplained shortage or disappearance.</li><li>▪ where there is no tangible evidence or proof of loss.</li></ul>

## EXCESS

When You make a claim under this Section of Your Policy, You must pay any Excess for Theft as shown on Your Policy Schedule.

# SECTION 4 FARM LIABILITY

## DEFINITIONS SPECIFIC TO THIS SECTION

There are some words which have been given special meanings under “Section 4 – Farm Liability” and these are listed along with their meaning in the table below:

<b>Employment Practices</b>	Means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of Your Employees committed or allegedly committed by You.
<b>Farm Hosting</b>	Means the supply of accommodation and/or meals, as well as leisure activities, to paying guests, so long as that payment does not exceed \$20,000 or 20% of your farm’s gross annual income, whichever is the lesser. No liability cover is provided for the activities listed under the Additional Cover Options - Farm Hosting.
<b>Geographical Limits</b>	Means anywhere in the world, excluding North America.
<b>Internet Operations</b>	Means the: <ul style="list-style-type: none"> <li>▪ transfer of computer data or programs by use of electronic mail systems by You or Your Employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within Your Farm Business whether or not such data or programs contain any malicious or damaging code, including but not limited to, computer virus, worm, logic bomb or Trojan Horse;</li> <li>▪ access through Your network to the worldwide web or a public internet site by You or Your Employees, including part-time and temporary staff, contractors and others within Your Farm Business.</li> <li>▪ access to Your intranet (meaning internal company information and computing resources) which is made available through the worldwide web for Your customers or others outside Your Farm Business; and</li> <li>▪ the operation and maintenance of Your website.</li> </ul>
<b>North America</b>	Means: <ul style="list-style-type: none"> <li>▪ the United States of America and the Dominion of Canada;</li> <li>▪ any state, territory or protectorate incorporated in, or administered by the United States of America or the Dominion of Canada;</li> <li>▪ any country or territory subject to the laws of the United States of America or Dominion of Canada.</li> </ul>
<b>Personal Injury</b>	Means: <ul style="list-style-type: none"> <li>▪ bodily injury, death, illness, disease, disability, shock, fright, mental anguish and/or mental injury including loss of consortium or services resulting therefrom;</li> <li>▪ false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;</li> <li>▪ wrongful entry or eviction or other invasion of privacy;</li> <li>▪ assault or grievous bodily harm which is not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property;</li> <li>▪ defamation of character or invasion of privacy;</li> <li>▪ discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) which is not committed by You or at Your direction, but only with respect to liability other than fines and penalties imposed by law.</li> </ul>

## Your Products

Your Products include anything which, by Australian law or otherwise, You are deemed to have manufactured in the course of Your Farm Business including discontinued Products, once they are no longer under Your control or in Your possession.

Provided that the term Your Products shall not be deemed to include food and/or beverages;

- supplied by You or on Your behalf primarily to Your Employees as a staff benefit;
- served to guests for consumption at any Situation excluding for Farm Hosting where covered as an Additional Benefit Option under this Section;
- supplied via any vending machine or any other property rented to or located for use of others but not sold by You.

## WHAT IS COVERED

Your legal liability to pay Compensation for Personal Injury and/or Property Damage to a third party up to the Sum Insured shown on Your Policy Schedule for Farm Liability:

- as the result of an Occurrence;
- within the Geographical Limits of the Policy;
- in connection with Your Farm Business;
- happening within the Period of Insurance;

## DEFENCE AND ADDITIONAL COSTS

We will defend any proceedings seeking damages against You for Personal Injury and/or Property Damage and pay the expenses incurred by Us in defence of such claims, even if the claims are false or fraudulent.

We will also pay for:

- reasonable expenses that You incur (other than loss of earnings), and that We have agreed to pay;
- reasonable expenses incurred by You to render emergency first aid to others due to an Insured Loss.

We reserve the right to investigate, negotiate or settle any claim as We see appropriate in the conduct of Your defence.

We have the right to not defend any proceedings once Your Farm Liability Sum Insured has been exhausted.

Should Your Sum Insured be exhausted, Our liability with regard to any further payment needed to finalise the claim will be limited to the same proportion of costs, expenses and interest as the Sum Insured bears to the amount needed to finalise the claim.

## ADDITIONAL BENEFITS

Following an accepted claim, these Additional Benefits will be paid in addition to the total Sum Insured, unless shown otherwise:

Additional Benefit	Limit	Description
<b>Aircraft Landing Areas</b>	Included	<p>Cover is extended to include ownership, occupancy or control of any Aircraft Landing Area at the Situation when specified on Your Policy Schedule.</p> <p>In order for cover to be provided:</p> <ul style="list-style-type: none"><li>▪ the Aircraft Landing Area must comply with all relevant regulations, statutes and bylaws in force; and</li><li>▪ You must not receive reward for the use of the Aircraft Landing Area from the operator of any Aircraft; and</li><li>▪ a contract between You and the user of the Aircraft Landing Area must not exist.</li></ul>

<b>Drones</b>	\$250,000 per policy period	<p>We will cover You for legal liability to pay Compensation arising directly or indirectly out of Your control of a Drone at the Situation up to \$250,000 per policy period. We will not cover Your liability directly or indirectly arising out of, or in any way connected with, Drones used for:</p> <ul style="list-style-type: none"> <li>▪ reward; and/or</li> <li>▪ used beyond the boundaries of Your Situation; and/or</li> <li>▪ otherwise operated in contravention of relevant Australian laws and regulations.</li> </ul>
<b>Ground overspray damage</b>	Included	<p>We will cover You for legal liability to pay Compensation caused by the escape of chemicals, herbicides or insecticides from the Situation as part of ground spraying operations by You or an Employee in connection with Your normal Farm Business. However, We will not cover:</p> <ul style="list-style-type: none"> <li>▪ property which You own or have any interest in;</li> <li>▪ any environmental impairment that may result from the spraying.</li> </ul>
<b>Property in Your physical or legal control</b>	\$10,000 per animal; \$100,000 other items	<p>We will cover You for legal liability to pay Compensation for damage to property in Your physical or legal control arising out of an Occurrence in connection with Your Farm Business and in relation to:</p> <ul style="list-style-type: none"> <li>▪ premises or part(s) of premises leased or rented to, or temporarily occupied by, You (including landlord's permanent fixtures and fittings and contents) but excludes liability where You have assumed the responsibility to effect or maintain insurance on such premises;</li> <li>▪ other property which is not owned by You but is in Your physical or legal control which You are not required to insure under a contract or agreement;</li> <li>▪ premises (and/or their contents) temporarily occupied by You to carry out work;</li> <li>▪ personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or Employees, or the clothing and Personal Items of Your Visitors;</li> <li>▪ any other property temporarily in Your possession for the purpose of being worked upon but no indemnity is granted for damage to that part of any property upon which You are or have been working on if the damage arises solely out of such work;</li> <li>▪ self-propelled tractors and harvesters, along with their normal attachments, not owned, leased or rented by You;</li> <li>▪ Livestock not owned, leased or rented by You.</li> </ul> <p>The maximum amount We will pay for claims for damage to property and/or Livestock in Your physical or legal control is:</p> <ul style="list-style-type: none"> <li>▪ \$10,000 in respect of any one animal, and \$150,000 in total for Livestock; \$100,000 for any one item, and \$200,000 in total in respect of any Farm Property other than Livestock.</li> </ul>

## ADDITIONAL COVER OPTIONS

These Additional Cover Options are available if selected and for the payment of an extra premium. If chosen and We have agreed to provide cover, they will be shown on Your Policy Schedule.

### **Aerial spraying**

When specified on Your Policy Schedule, 'Aerial Spraying' under "What is not covered" below is modified so that cover is extended to include legal liability which arises directly or indirectly out of the aerial spraying application of any material or substance onto land or anything grown on the land and is conducted by a licensed aerial spraying contractor engaged by You or on Your behalf, provided that:

- the spraying is carried out at the Situation as part of the management of the normal Farm Business;
- the materials or substances applied are in accordance with manufacturer's guidelines;
- the Aircraft used is not owned or operated by You, Your Employees or in Your physical or legal care, custody or control;
- You or Your Employees do not perform the aerial spraying application; and
- You do not own or operate the aerial spray business.

Our liability under this extension shall be limited to \$100,000 for any one Occurrence and \$250,000 for any one Period of Insurance.

An Excess of \$5,000 applies to each claim.

### **Farm Hosting**

When specified on Your Policy Schedule, the definition of Farm Business is extended to include Farm Hosting.

There is no cover provided for Personal Injury or Property Damage caused by, contributed to, arising out of, or in connection with or for:

- weapons including firearms of every description;
- horse and/or other animal activities;
- any form of aerial flight or aerial activities including Drones;
- Watercraft and any form of water sport associated therewith (e.g. water skiing, rafting);
- mountaineering, rock climbing, abseiling, bungee or ski jumping;
- flying fox, chairlift or cable car;
- underground mines, caves, caverns or shafts;
- participation in, on or under water other at the Situation;
- fishing of any kind other than from a jetty, wharf or bank;
- riding in or on an animal-drawn vehicle;
- the operation or riding of any Vehicles, plant or equipment owned by the Farm Business or normally stored at the Situation;
- the riding or use of Vehicles, motorcycles, quad bikes, motorised buggies or any vehicle operating on fixed tracks;
- the use of any Vehicle or motorcycle which is required by law to be insured for liability for Personal Injury and the Occurrence is, or would be, insured by such insurance;
- organised coaching, training or playing of any sport;
- use of or any involvement with Pollutants or any class of Dangerous Goods as described under the "Australian Code for the Transport of Dangerous Goods by Road and Rail" (ADG code).

## WHAT IS NOT COVERED

The following exclusions applying to this Section are to be read in conjunction with the General Exclusions and General Conditions which are applicable to all Sections of this Policy.

We will not pay claims for Your legal liability to pay Compensation for Personal Injury or Property Damage caused by, contributed to, arising out of, in connection with or for:

### **Aerial spraying**

Any material or substance being professionally applied at the Situation by a third party Aircraft as part of the management of the Farm Business, unless You have chosen the 'Aerial Spraying' Additional Cover Option and it is shown on Your Policy Schedule.

**Aircraft,  
Watercraft or  
hovercraft**

The ownership, possession, maintenance, repair, operation or use by You or on Your behalf of:

- any Aircraft, including the manufacture, assembly or supply of any Products where You knew, or reasonably should have known, would be incorporated into the structure, machinery, controls or construction of any; or
- Watercraft; or
- hovercraft; or
- Aircraft Landing Area.

**Assault and  
battery**

Any assault and/or battery committed by You or at Your direction.

This exclusion shall not apply when such assault and/or battery is committed for the purpose of preventing or eliminating danger to persons or property.

**Construction**

Construction, erection, alterations, additions, improvements, repairs or demolition carried out by You or on Your behalf

- to or of Farm Buildings that are owned and/or occupied by You at the Situation;
- to Farm Buildings not owned and/or occupied by You.

However this exclusion shall not apply to alterations, additions, improvements or repairs to property where such alterations, additions, improvements or repairs to property do not exceed \$500,000 (inclusive of labour, materials, taxes and contract variations), provided that this cover is not otherwise insured by another policy, another Section(s) of this Policy or any other business document/agreement.

**Contractual  
liability**

Liability assumed under the terms of a contract, agreement or warranty, or which requires You to affect or maintain insurance with respect to premises, property or goods not owned by You.

- This exclusion shall not apply to:
- liability that would have been implied by law in the absence of such contract or agreement; or
- terms regarding merchantability, quality, fitness or care of Your Product which are implied by law or statute; or
- those written contracts specifically shown in Your Policy Schedule or any Policy endorsements.

**Defamation, libel  
and slander**

The publication, utterance or distribution of any, libelous, slanderous, defamatory or disparaging material:

- made prior to the commencement of the Period of Insurance;
- made at Your direction or with Your authority and with knowledge of its falsity;
- related to advertising, publishing, printing, broadcasting or telecasting activities or any other medium of public transmission conducted by You or on Your behalf.

**Defect in design**

Defective, deficient, wrong, incorrect or failure of design and specification or formula design error in any of Your Products. However, this exclusion shall not apply to Products:

- You do not manufacture but were sold, supplied or distributed by You where by law You are deemed to be the manufacturer;
- for which You have not charged a fee for the formulation of a design or specification.

**Employer's  
liability**

The actions of:

- Your Employees that result from or occur during their employment in Your Farm Business;
- any person in respect of which You are covered, or required to be covered, by any workers' compensation, accident compensation or similar legislation, any industrial award, determination, or similar agreement.

This exclusion includes any liability arising out of or in connection with personal injury to any person(s) engaged by You or any person(s) who are engaged contractually or as third parties to You.

<b>Excluded persons/ You, Your family, Employees and workers</b>	<p>You, or any member of Your family;</p> <ul style="list-style-type: none"> <li>▪ an Employee including work experience people.</li> </ul> <p>Damage to property:</p> <ul style="list-style-type: none"> <li>▪ belonging to You;</li> <li>▪ belonging to any member of Your family;</li> <li>▪ belonging to any Employee if the loss or damage occurs during their employment with You.</li> </ul>
<b>Farm Contracting</b>	Arising out of farm contracting other than Incidental Farm Contracting, as provided for under the "General Definitions".
<b>Farm Hosting</b>	Activities arising out of Farm Hosting unless shown on Your Policy Schedule as an Additional Cover Options.
<b>Faulty or defective workmanship</b>	Costs or expenses incurred to re-perform, complete, correct or improve any faulty or defective work or service undertaken by You or on Your behalf or for Your benefit. However, this exclusion shall not apply in respect of legal liability for Personal Injury or Property Damage resulting from faulty or defective workmanship.
<b>Firearms</b>	<p>Activities involving the use or storage of firearms by You or by a person You have agreed to pay to use the firearm, without having:</p> <ul style="list-style-type: none"> <li>▪ the appropriate licence(s);</li> <li>▪ the necessary approval from the relevant statutory authority and/or:</li> <li>▪ complied with the Statutory requirements.</li> </ul>
<b>Genetically modified or engineered organisms</b>	Your non-compliance with any law, by-law, regulation, licensing condition or recognised standard for the growing, farming, manufacture, handling, transport, storage, processing, sale, supply or distribution of Genetically Modified Organisms (GMO's) including the blending or mixing of Genetically Modified Organisms with other organisms or products, or the pollination of other products by Genetically Modified Organisms.
<b>Horse activities</b>	Horse Riding Activities unless agreed to by Us and shown on Your Policy Schedule.
<b>Internet operations</b>	Your internet operations, whether perceived to be directly or indirectly connected with Your Farm Business. However, this exclusion does not apply to Personal Injury or Property Damage arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which is reproduced on Your website.
<b>Loss of use/ inefficacy</b>	<p>The loss of use of Insured Property not physically damaged, destroyed or lost as a result of:</p> <ul style="list-style-type: none"> <li>▪ a delay in or lack of performance by You or on Your behalf in relation to any contract or agreement; or</li> <li>▪ the failure and/or inefficacy of Your Products to meet the level of performance, purpose, quality, fitness or durability expressly or impliedly warranted or represented by You.</li> </ul> <p>However, this exclusion part (ii) does not apply to the loss of use of other Insured Property resulting from the sudden and accidental physical damage to or destruction of Your Products after such Products have been put to use by any person or organisation other than You.</p>
<b>Manufacture of pesticides, herbicides or stockfeed</b>	The manufacture, distribution or sale of pesticides, herbicides or stockfeed. Stockfeed does not include Hay, Grain, Silage or unprocessed grain.
<b>Participation in events</b>	Damage to the property of, or Personal Injury to, persons or organisations who are participating in any organised and competitive sporting activity or exercise.

**Pollution**

Any losses arising out of:

- a) the discharge, dispersal, release, seepage or escape of any Pollutants;
- b) the costs incurred in preventing the discharge, dispersal, release, seepage or escape of any Pollutants, and the cost of testing, monitoring, containing, detoxifying, neutralising, or cleaning up any Pollutants;
- c) the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any of Your Products that have been discarded, dumped, abandoned or thrown away by others.

However, We will pay for (a) and (b) where the Occurrence is caused by a single, sudden, unexpected and unintended event which is clearly identifiable, and takes place at a specific time and a single location during the Period of Insurance, within Australia.

**Product damage and known defects**

Any losses that relate to:

- damage to Your Products if that damage is attributable to any fault or defect in them or their harmful nature or unsuitability; or
- any defect or deficiency in Your Products of which You have knowledge or have reason to suspect at the time when Your Products pass from Your actual physical custody.

This exclusion is restricted to the defective, harmful or unsuitable part of a damaged product and does not apply to any resultant damage caused by the remainder of the product.

**Product recall**

Damages, costs or expenses arising out of:

- the recall, withdrawal, inspection, repair, reconditioning, reinstallation, modification, replacement or loss of use of Your Products or any property of which they form a part; or
- as a result of Your Products being recalled or withdrawn from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in Your Products.

We will also not cover the cost of any investigation into the cause of any defect or deficiency.

**Professional liability**

Any breach of duty owed in a professional capacity, or any error or omission connected therewith by You, or any person(s) for whose breach of duty You may be legally liable.

This exclusion does not apply to claims arising out of:

- advice or service where no fee was charged;
- the rendering or failure to render professional medical advice by medical persons employed by You to provide first aid and other medical services at the Situation, provided Your principal occupation is not a medical or health service; or
- advice given in respect of the use or storage of Your Products.

**Property in Your physical and legal control**

Damage to or loss of property:

- owned by You or leased or rented to You; or
- in Your physical and legal control.

other than provided for under "Additional Benefit – Property"

**Territorial limits**

Any claim:

- where the laws of the United States of America and Dominion of Canada apply;
- within the United States of America, the Dominion of Canada and all territories within the jurisdiction of the Courts of those countries.

**Treatment or dispensing**

Prescribed or administered treatment by You or on Your behalf of humans or animals for any physical or mental deficiency, injury, illness or disease; or the dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.

**Underground services**

Damage to any non-visible underground property or services unless it can be established that You or Your Employees took all the necessary steps to locate the property or service through the relevant organisations such as "Dial before You Dig" which are available to provide such services.



## Vehicles

Liability for Personal Injury or Property Damage arising from Your ownership, possession, operation, use or legal control of any Vehicle:

- which is registered;
- where insurance is required through any legislation relating to Vehicles; and/or
- which is otherwise insured for the same liability.

However, We will pay claims for the following:

- Property Damage arising out of the use of any Vehicle as a Tool of Trade, including during the loading or unloading of goods, but not while the Vehicle is being driven or towed;
- Property Damage or Personal Injury arising out of the use of mobile farm machinery and their implements or attachments connected with Your Farming Business, and which is:
  - at Your Situation or a farm where you are working in relation to your Farm Business;
  - being driven or operated between Situations owned by You and insured by Us;
  - being driven or operated between Your Situation and a workshop for the purpose of repair or service, or in the course of delivery to the Situation after purchase or sale.

This Vehicles exemption also applies to any unregistered Vehicles insured under this Policy that are not required to be registered by law.

We will also pay claims where any compulsory liability insurance does not provide indemnity, and the reason for this does not involve a breach by You of any legislation relating to Vehicles.

## Vibration and weakening of support

Damage to any land, property, building or contents of a building caused by or arising out of any:

- vibration of that land, property or building; or
- removal, withdrawal or weakening of support of that land, property or building.

## SPECIAL CONDITIONS

The following are special conditions applying to Farm Liability and are to be read in conjunction with the "General Conditions":

### Claims procedure

In addition to the claims procedure set out in the "Claims Conditions" Section of this Policy, You must give Us notice in writing of every Occurrence, claim, writ, summons, impending proceedings, impending prosecution or inquest, together with all relevant information which may or may not result in a claim under this Policy.

### Cross liability

Where You is made up of more than one entity, the term "You/Your/Yours" will be applied to each entity as if a separate Policy had been taken out for each entity, up to the one total Sum Insured shown on Your Policy Schedule for all entities.

### Discharge of liabilities

We may at any time, pay to You or on Your behalf in respect of all claims against You:

- the amount of the Sum Insured (after deduction of any sum or sums already paid by Us); or
- any lesser sum for which the claim or claims may be settled.

Upon such payment, We will relinquish conduct or control of the defence of all claims against You and be under no further liability under this Policy in connection with such claim(s).

Provided that We will pay for costs, charges and expenses recoverable from You in respect of the period prior to the date of such payment (whether or not this is pursuant to an order made subsequently) or incurred by Us or by You with Our written consent prior to the date of such payment.

**Reasonable care and maintenance**

You must take reasonable precautions and measures to:

- prevent the manufacture, sale or supply of the defective nature of Your Products;
- maintain premises and plant in a satisfactory condition;
- prevent Personal Injury and/or Property Damage and/or any other loss, damage or expense;
- employ competent Employees and ensure that Your Employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons and property.

At Your expense take reasonable action to trace, recall or modify Your Products containing any defect or deficiency of which You are aware, or have reason to suspect exist. This includes but is not limited to, any of Your Products which are subject to a Government or Statutory ban.

**EXCESS**

When You make a claim under this Section of Your Policy for Property Damage only, You have to pay an Excess as shown on Your Policy Schedule.

# SECTION 5 FARM TRANSIT

## DEFINITIONS SPECIFIC TO THIS SECTION

There are some words which have been given special meanings under “Section 5 – Farm Transit”; these are listed along with their meaning in the table below:

<b>Conveying Vehicle</b>	Means a road transport Vehicle in the control of You, Your Employee(s) or a contracted carrier, and used to transport the Insured Property.
<b>Insured Property</b>	Means Livestock, Farm Produce, Hay, Grain, Silage, Mobile Farm Machinery, wool, domestic supplies and farm supplies to be used in Your Farm Business.
<b>Loading</b>	Means the action of moving the Insured Property onto the loading ramp or cargo area of the Conveying Vehicle from the ground or adjacent loading dock and is completed when the Insured Property is positioned on the Conveying Vehicle awaiting movement.
<b>Unloading</b>	Means the action of moving the Insured Property off the loading ramp or cargo area of the Conveying Vehicle onto the ground or adjacent loading dock and is completed when the Insured Property is positioned on the ground or adjacent loading dock.

## WHAT IS COVERED

Loss or damage to Insured Property that You own, and is shown on Your Policy Schedule, while in transit by the Conveying Vehicle anywhere in Australia. Loss or damage must be caused by one or more of the defined events listed below, during the Period of Insurance and includes loss or damage while Loading and Unloading.

Defined Event	What is Covered	However
<b>Collision, overturning, jack-knifing</b>	Loss or damage to Insured Property as a result of the Conveying Vehicle colliding, overturning or jack-knifing.	
<b>Earthquake</b>	Loss or damage caused by earthquake, subterranean fire, or volcanic eruption that occurs within seventy-two (72) hours of the ending of the earthquake, subterranean fire, or volcanic eruption.	
<b>Fire or explosion</b>	Loss or damage to Insured Property due to fire or explosion.	Cover is only provided on or in the immediate vicinity of the Conveying Vehicle.
<b>Flood</b>	Loss or damage to Insured Property due to the covering of normally dry land by water that has escaped or been released from the confines of: <ul style="list-style-type: none"> <li>▪ any lake, or any river, creek or other natural watercourse whether or not altered or modified; or</li> <li>▪ any reservoir, canal or dam.</li> </ul>	
<b>Lightning or thunder</b>	Loss or damage to Insured Property from lightning or thunder.	
<b>Property Damage</b>	Damage to Insured Property falling from the Conveying Vehicle.	The Insured Property must have been properly packed, secured, protected, fastened or restrained at the commencement of the journey.

**Theft from a locked Conveying Vehicle or premises**

Loss or damage to Insured Property following violent and forcible entry into or exit from:

- the Conveying Vehicle or trailer;
- the premises in which the Conveying Vehicle, trailer or Insured Property is being housed.

**ADDITIONAL BENEFITS**

Following an accepted claim, these Additional Benefits will be paid in addition to the total Sum Insured, unless shown otherwise.

Additional Benefit	Sub-Limit	Description
<b>Removal of debris and Insured Property</b>	\$10,000 removal of debris/\$5,000 humane destruction of Livestock (maximum amount payable during the Period of Insurance)	We will pay the reasonable costs necessarily incurred after an Insured Loss involving the Conveying Vehicle: <ul style="list-style-type: none"> <li>▪ for the clean-up and removal of debris;</li> <li>▪ to recover and reload what has fallen from the Conveying Vehicle; or</li> <li>▪ if necessary, transfer the load fallen from the Conveying Vehicle to another vehicle as part of removal to either the nearest place of safety or the original final destination; or</li> <li>▪ for the humane destruction of insured Livestock.</li> </ul>
<b>Replacement property hire</b>	\$2,000 (maximum amount payable during the Period of Insurance)	If We pay a claim under this Section, We will also pay the reasonable and necessary costs You incur in hiring replacement Insured Property for Your Farm Business.
<b>Temporary herding</b>	\$5,000 (maximum amount payable during the Period of Insurance)	We will pay the reasonable costs of herding Livestock, including temporary agistment up to a maximum of fourteen (14) days after the Insured Loss. This cover excludes temporary agistment at any commercial feedlot.
<b>Vet services</b>	\$5,000 (maximum amount payable during the Period of Insurance)	We will pay the reasonable costs of delivering veterinary care and supplies required to treat injured or dying Livestock, provided this cost does not exceed the Sum Insured of the animals concerned.

**BASIS OF CLAIM SETTLEMENT**

The maximum claim payable is the Sum Insured shown on Your Policy Schedule, plus cover as provided under Additional Benefits of this Section, unless shown otherwise.

We will at Our option:

- reinstate or repair to the condition just prior to the damage occurring; or
- pay You the cost to reinstate or repair; or
- pay You the value of the Insured Property just before the loss or damage occurred.

In respect to Livestock, We will at Our option:

- pay You the replacement value of the Livestock that was lost, stolen or damaged; or
- pay You the Sum Insured shown on Your Policy Schedule for Livestock.

The maximum amount We will pay is \$5,000 any one animal unless otherwise shown on your Policy Schedule.

In relation to Hay, Grain, Silage, if the replacement value of equivalent Hay, Grain, Silage increases following the date of loss but prior to the date of settlement We will pay an additional amount up to 10% of the claimable loss.

## WHAT IS NOT COVERED

We will not pay for loss or damage if:

### Unlicensed/ Driving under the influence of drugs or alcohol

The Conveying Vehicle is:

- being driven by a person who is not adequately licensed;
- being driven by a person who:
  - is unfit to drive due to the influence of alcohol and/or drugs in their blood;
  - had an illegal amount of alcohol or drugs in their blood;
  - refuses to be legally tested for alcohol or drugs.

However, We will not refuse Your claim if it can be proved that You had no reason to suspect that the person driving the Conveying Vehicle was affected by alcohol and/or drugs, or was unlicensed or inadequately licensed.

### Loss of use, shortages, reductions, delays, already insured

The Insured Loss is due to:

- loss of use of Insured Property;
- unexplained inventory shortages or disappearance;
- death of or reduction in value of Livestock resulting from improper handling, overloading, unskillful treatment or neglect;
- delay or loss of market; or
- property or costs otherwise insured under another Section(s) of this Policy, any other insurance (except where this provision would contravene s.45 of the Insurance Contracts Act 1984), or business document/agreement.

### Professional or contract work

The transit involves:

- non-delivery by a contracted carrier;
- contract work undertaken by the Insured, including the conveyance of passengers for hire, fare or reward.

### Unauthorised at law

The Conveying Vehicle is:

- being driven for any unlawful purpose;
- being used in an unsafe or unroadworthy condition;
- not lawfully registered.

However, We will not refuse Your claim if You can prove that the loss or damage was not caused or contributed to by the unsafe or unroadworthy condition of the Conveying Vehicle.

### Use of the Conveying Vehicle

The Conveying Vehicle is:

- being used to carry, lift or tow a load greater than that for which it was designed. However, We will not refuse Your claim if You can prove that the loss or damage was not caused or contributed to by the overloading.
- being used to transport Dangerous Goods. However, We will indemnify You, provided that:
  - the method and quantity of transporting the Dangerous Goods complies with the Australian Code for the Transport of Dangerous Goods (current ADG code) by road and rail and any other State or Territory or Federal legislation; and
  - the Dangerous Goods are to be used solely in conjunction with the Insured's normal Farm Business.
- being used to transport:
  - grain or cotton once it crosses the weighbridge at the selected receiving facility or gin; or
  - Livestock to or from any commercial feedlot unless otherwise agreed to by Us in writing.

## EXCESS

When You make a claim under this Section of Your Policy, You may have to pay an Excess as shown on Your Policy Schedule.

# SECTION 6 MACHINERY BREAKDOWN

## DEFINITIONS SPECIFIC TO THIS SECTION

There are some words which have been given special meanings under “Section 6 – Machinery Breakdown”; these are listed along with their meaning in the table below:

<b>Boilers, Pressure Equipment and Pressure Pipes</b>	Means the permanent structure of those insured items, which are subject to internal steam, gas, and fluid pressure (but not atmospheric pressure) and includes all connected attachments. In respect to Boilers, this also includes rotating, reciprocating or electrical apparatus attached to or within the Boiler.
<b>Breakdown</b>	Means sudden and unforeseen physical damage to plant and machinery which requires replacement or repair to enable continued use, other than what is excluded under the Policy.
<b>Specified Machinery</b>	Means the items shown individually on Your Policy Schedule that You want Us to specifically insure. This must include all submersible pumps You wish to insure and any electrical and mechanical machinery driven by motors with a capacity greater than 7.5 kw/10 horsepower, as these items can't be covered under Unspecified Machinery. Specified Machinery does not include any: <ul style="list-style-type: none"> <li>▪ vehicles, mobile plant, Watercraft, Aircraft, Drones or hovercraft;</li> <li>▪ domestic appliances and equipment;</li> <li>▪ mobile phones, computers, electronic data processing equipment, telecommunication equipment;</li> <li>▪ surveillance equipment;</li> <li>▪ GPS units.</li> </ul>
<b>Unspecified Machinery</b>	Means all electrical and mechanical machinery driven by motors with a capacity not greater than 7.5 kw/10 horsepower including electronic and other integral parts of the system, Boilers, Pressure Equipment and Pressure Pipes (defined above). This does not include submersible pumps.

## WHAT IS COVERED

We will pay for the reasonable cost of repairs or replacement following Breakdown leading to loss or damage of Specified Machinery shown on Your Policy Schedule.

We will also pay for the reasonable cost of repairs to Unspecified Machinery up to the amount per item, and up to the amount per Insured Loss, when this is shown on Your Policy Schedule and held at the Situation.

Cover includes the costs of dismantling, re-erection and removal of parts and debris to complete repairs.

## ADDITIONAL BENEFITS

Following an accepted claim, these Additional Benefits will be paid in addition to the total Sum Insured, unless shown otherwise:

Additional Benefit	Limit	Description
<b>Additional items</b>	50% of the Sum Insured (maximum during the Period of Insurance)	We will cover additional plant and machinery installed during the Period of Insurance for up to thirty (30) days. Where We agree to continue this cover for over thirty (30) days, You must pay the applicable premium.

**Hire of temporary equipment**

Lesser of 10% of the Sum Insured or \$10,000 (maximum during the Period of Insurance)

Where a claim has been accepted under this Section, We will pay:

- hire of a replacement machine; or
- temporary repairs.

**Overtime and express freight**

\$10,000 (maximum during the Period of Insurance)

Where the operation of Your Farm Business requires plant and machinery to be restored urgently, We will pay the necessary ordinary express or air freight costs to and from a repair shop within the Commonwealth of Australia and overseas air freight by any recognised scheduled service.

**ADDITIONAL COVER OPTION****Deterioration of Farm Produce in Cold Storage**

This cover is available if selected by You and for the payment of an additional premium. If chosen and We have agreed, it will be shown on Your Policy Schedule.

We will indemnify You up to the Sum Insured on Your Policy Schedule for loss or damage to Farm Produce contained in cold storage systems cooled by the insured machinery, caused by deterioration or putrefaction due to:

- Breakdown of the Specified Machinery or Unspecified Machinery, for which there has been a claim paid under this Section;
- sudden and unforeseen failure of the power supply;
- contamination of the Farm Produce due to the accidental escape of refrigerant into the cold chamber;
- sudden leakage of refrigerant from the Specified Machinery or Unspecified Machinery covered under this Section.

**BASIS OF CLAIM SETTLEMENT****Specified Machinery**

We will pay the lesser of:

- the cost to restore the damaged plant and machinery to its former working order;
- the Sum Insured for the plant and machinery shown on Your Policy Schedule under Specified Machinery.

We will also pay:

- the costs of dismantling, re-erection and removal of parts and debris to complete the repairs;
- the loss of refrigerant.

**Unspecified Machinery**

Where the plant and machinery is less than six (6) years of age, We will pay the lesser of:

- the cost to restore the damaged plant and machinery to its former working order;
- the limit any one item on Your Policy Schedule under Unspecified Machinery.

Where plant and machinery is more than six (6) years of age, We will pay the value of the restoration as above, however We will also deduct depreciation at 10% for each year of age in excess of six (6) years, up to a maximum of 70%.

**Deterioration of Farm Produce Goods In Cold Storage**

We will pay You the indemnity value of the Farm Produce up to the Sum Insured shown on Your Policy Schedule.

Where deterioration to Your Farm Produce is likely to occur due to any of the causes listed under “Deterioration of Farm Produce in Cold Storage”, We will pay any additional expenses incurred by You to minimise the loss.

**WHAT IS NOT COVERED**

The following exclusions are to be read in conjunction with the “General Exclusions” and “General Conditions” that are applicable to all Sections of this Policy” and form part of this Policy.

Under this Section, We will not cover You for:

<b>Costs not covered</b>	<p>The cost of any:</p> <ul style="list-style-type: none"><li>▪ alterations, additions, improvements or overhauls;</li><li>▪ adjustment, cleaning, purging or recharging of air-conditioning equipment or refrigeration;</li><li>▪ penalties for delay or detention;</li><li>▪ temporary repairs unless they are part of the final repair costs;</li><li>▪ consequential loss; or</li><li>▪ unexplained inventory shortages.</li></ul>
<b>Covered elsewhere, known previously</b>	<p>Loss or Damage:</p> <ul style="list-style-type: none"><li>▪ that is or could be insured under Farm Buildings or Farm Contents;</li><li>▪ recoverable under any maintenance contract, warranty or guarantee; or</li><li>▪ caused by faults or defects known to You or any Employee, whose knowledge would be deemed to be Yours and was not disclosed to Us when the Policy was taken out.</li></ul>
<b>Improper use</b>	<ul style="list-style-type: none"><li>▪ Direct application of heat, including welding, cutting, grinding and drilling.</li><li>▪ The unsafe or unlawful use of a machine, boiler or pressure vessel.</li><li>▪ Improper storage, collapse of the packing material or storage structure.</li><li>▪ Testing including abnormal stresses and overloading of insured items.</li><li>▪ Property where successful initial commissioning had not been completed.</li></ul>
<b>Events not covered</b>	<ul style="list-style-type: none"><li>▪ Damage caused by fire, smoke or soot.</li><li>▪ Earthquake, subterranean, fire, volcanic eruption, landslip or subsidence.</li><li>▪ Impact by a Vehicle, animal, bird or Aircraft.</li><li>▪ Lightning, Storm, tempest, Flood, wind-storm or cyclone.</li><li>▪ Water escaping, discharged or leaking from any source which is external to the plant and machinery insured.</li><li>▪ Intentional or malicious damage.</li><li>▪ Theft or Burglary.</li><li>▪ Scratching of painted or polished surfaces.</li></ul>
<b>Items not covered</b>	<p>The replacement or repair of:</p> <ul style="list-style-type: none"><li>▪ expendable items such as belts, ropes, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, parts made from glass, porcelain, ceramics, chains, seals, links, dyes and moulds, engraved cylinders, conveyor belting, lubricants, fuel and any transfer media;</li><li>▪ unserviceable component parts that have worn through normal use;</li><li>▪ lighting equipment, reticulated electrical wiring, liquid and gas piping and ducting;</li><li>▪ items such as:<ul style="list-style-type: none"><li>▪ blisters, laminations, flaws, grooving, valves, fittings, glands, joints, gaskets, pipes, lines and connections;</li><li>▪ piping and other ancillary systems due to cracking of pipework;</li><li>▪ shaft keys requiring tightening, fitting or renewal;</li></ul></li><li>▪ hired plant or plant on loan.</li></ul>
<b>Power supply</b>	<ul style="list-style-type: none"><li>▪ Deliberate acts of a public electricity supply authority to restrict or withhold supply.</li></ul>
<b>Submersible and bore pumps</b>	<ul style="list-style-type: none"><li>▪ The removal and replacement of any underground or submersible pump installations and well casings, unless the pumps are specifically shown on Your Policy Schedule. Where the submersible or bore pump is specifically shown, We will not pay for any removal or reinstallation costs unless the bore or well is fully lined. Where the bore or well is fully lined, We will pay up to \$2,000 towards removal and/or installation.</li></ul>
<b>Wear and tear, slow deterioration</b>	<ul style="list-style-type: none"><li>▪ Repair, wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration.</li><li>▪ Slowly developing deformation, distortion or fatigue of part(s).</li><li>▪ Shrinkage, inherent defects, disease.</li></ul>



## SPECIAL CONDITIONS

The following are special conditions applying to Machinery Breakdown and are to be read in conjunction with the “General Conditions”:

<b>Inspection</b>	We or Our representative must at all reasonable times have the right and access to inspect and examine any Insured Property under this Section.
<b>Damaged Plant and Machinery</b>	Cover will cease on any plant or machinery which has been damaged, and is operated without having been repaired in a manner consistent with both manufacturer’s specifications and general engineering practice.

## EXCESS

When You make a claim under this Section of Your Policy, You may have to pay an Excess as shown on Your Policy Schedule.

## SECTION 7 MOTOR VEHICLE

### DEFINITIONS SPECIFIC TO THIS SECTION

There are some words which have been given special meanings under “Section 7 – Motor Vehicles”; these are listed along with their meaning in the table below:

<b>Agreed Value</b>	Means the amount You have nominated and We have agreed to insure Your Vehicle for (as shown on Your Policy Schedule), regardless of any change in value during the Period of Insurance.
<b>General Average</b>	Means a principle of maritime law where in the event of emergency, if cargo is jettisoned or expenses incurred, the loss is shared proportionately by all parties with a financial interest in the voyage.
<b>Gross Vehicle Mass</b>	Means the maximum mass (vehicle and load) of Your Vehicle as specified by the Vehicle’s manufacturer.
<b>Farm Use</b>	Means the Vehicle is mainly used in connection with Your Farm Business, other than for Incidental Farm Contracting.
<b>Farm Vehicle</b>	Means a Vehicle mainly used in connection with Your Farm Business.
<b>Market Value</b>	Means the amount for which We assess that a Vehicle of the same age, condition, model and make can be sold in any given market immediately prior to an accident. GST is included but costs such as dealer delivery, registration and stamp duty are not included
<b>Principal</b>	Means a party with whom You have entered into a written contract in connection with Your Farm Business, where You agree to perform work, provide Your services or supply Your Products and the party and the contract require You to obtain insurance for legal liabilities incurred by that party, which arise from Your performance of the contract.
<b>Private Use</b>	Means the Vehicle is mainly used for private, domestic, social and pleasure purposes and its main use is not earning an income.
<b>Private Vehicle</b>	Means a Vehicle mainly used for Private Use.
<b>Substitute Vehicle</b>	Means a Vehicle which is being used in place of Your Vehicle when Your Vehicle becomes unavailable due to accident, service or repairs.
<b>Miscellaneous Farm Bikes</b>	Means two, three and four wheel unregistered motorbikes including quad bikes that are solely for Farm Use and used only at the Situation.
<b>Miscellaneous Farm Vehicles</b>	<p>Vehicles used solely in your Farm Business with a Market Value of not more than \$20,000, and not separately listed on Your Policy Schedule. Miscellaneous Farm Vehicles can include tractors, trailers, and similar equipment used in the Farm Business, along with their accessories, spare parts and attachments.</p> <p>Miscellaneous Farm Vehicles does not include any passenger vehicles, utility vehicles, trucks and their trailers, goods carrying vehicles, all-terrain vehicles, utility-terrain vehicles, quad bikes, motorcycles or pivot irrigators.</p>

## WHAT IS COVERED UNDER MOTOR VEHICLE

This Section covers:

Private Vehicles:

- Sedans, utilities, wagons, vans and four-wheel drives used predominately for Private use

Farm Vehicles:

- Sedans, utilities, wagons, vans and four-wheel drives;
- Headers, harvesters, tractors, quad-bikes, irrigators, trucks and trailers, used predominately in Your Farm Business

Farm Vehicles also includes Caravans for both Private and Farm Use

## COVER OPTIONS

The following two (2) cover options are available under this Section. Your Policy Schedule will show which options You have selected

### COVER A

Comprehensive Cover  
(accidental loss, damage and Theft, and third-party liability)

Comprehensive covers You for accidental loss or damage, Theft or attempted Theft of Your Vehicle, as well as for third-party liability (Cover B below). We also provide the Additional Benefits that apply to Your Vehicle and are listed below as part of Comprehensive Cover.

We will insure Your Vehicle during the Period of Insurance, anywhere in Australia, subject to the terms and conditions contained in this Section.

Cover also includes manufacturer's standard accessories, as well as any special equipment or non-standard accessories that You have notified Us of and We have agreed to cover. These will be shown on Your Policy Schedule.

### COVER B

Third-Party Liability Only Cover  
(only available for registered Vehicles)

**Third Party Liability Only covers You for:**

#### 1. PROPERTY DAMAGE

We cover Your legal liability to pay for Property Damage caused by the use of Your Vehicle, or a Substitute Vehicle, if registered.

This cover is also extended to include legal liability for Property Damage caused by:

- goods being carried by or falling from Your Vehicle;
- the loading and unloading of goods from Your Vehicle;
- the transportation of Dangerous Goods, although We will not pay for more than \$100,000 for any Property Damage, unless Your Policy Schedule shows otherwise;
- another person driving Your Vehicle, with Your permission, including Your employer, principal or partner;
- a passenger in Your Vehicle with Your permission, while travelling in or on, or getting in or on, or getting out of, or off Your Vehicle;
- anything that is legally attached to, or being towed by Your Vehicle.

The maximum amount We will pay up to for liability under this Section for all claims arising from any one Insured Loss or series of Insured Losses resulting from the one original cause is shown on Your Policy Schedule:

## COVER B (cont)

Third-Party  
Liability Only  
Cover  
(only available  
for registered  
Vehicles)

## 2. DEATH OR BODILY INJURY

Supplementary Bodily Injury – Additional cover (other than “Compulsory Third Party”). This cover applies to both Comprehensive and Third-Party Liability Only cover.

We will also cover You, or a current licensed driver of Your Vehicle driving with Your consent, for legal liability for death or bodily injury, caused by the use of Your registered Vehicle, including one or more of the following:

- driving, using or being in charge of Your Vehicle;
- goods being carried by or falling from Your Vehicle;
- loading goods onto Your Vehicle or unloading goods from Your Vehicle from a fixed place of rest directly beside Your Vehicle; or
- a passenger in Your Vehicle with Your permission, while travelling in or on, or getting in or on, or getting out of, or off Your Vehicle.

This cover does not include legal liability for death or bodily injury to:

- You or any members of Your family;
- any Employee, servant or agent of Yours;
- any person driving or in charge of Your Vehicle; or
- any contractor or subcontractor employed or engaged by You.

This cover does not apply if You or the driver of Your Vehicle:

- are indemnified for the Insured Loss by any statutory or government policy or scheme, even if any such benefit has been refused; or
- should have been indemnified for the Insured Loss by any statutory or government policy or scheme, but You or the driver of Your Vehicle did not take out the relevant statutory or government insurance policy or scheme cover.

This cover does not apply if the Insured Loss that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:

- statutory or compulsory insurance policy or any statutory or compulsory insurance; or
- compensation scheme or fund even if the amount recoverable is nil.

This cover does not apply for any amount of any claim above what is recoverable under any statutory or compulsory insurance policy or any statutory or compulsory insurance, compensation scheme or fund.

For the purpose of this benefit, Your Vehicle also includes a Substitute Vehicle.

This benefit needs to be read in conjunction with the General Exclusions and General Conditions applicable to all Sections of this Policy.

## ADDITIONAL BENEFITS

### COVER A - COMPREHENSIVE COVER

All Additional Benefits are payable in addition to the Sum Insured following an accepted claim for accidental loss or damage, Theft or attempted Theft under “Cover A – Comprehensive Cover” unless otherwise shown.

Additional Benefit	Description	Private Vehicles	Farm Vehicles
<b>Additions and deletions</b>	<p>We will automatically include cover on any replacement or additional Vehicle You acquire, purchase, lease, hire purchase or mortgage during the Period of Insurance, provided that:</p> <ul style="list-style-type: none"> <li>▪ the replacement Vehicle is of a similar type to a Vehicle already insured under this Policy at the commencement of the Period of Insurance – the existing cover option (including Excesses) will apply unless You advise otherwise;</li> <li>▪ the replacement Vehicle will automatically receive the comprehensive cover option for the class of Vehicle purchased (including normal Excesses) unless You advise otherwise.</li> <li>▪ If We are unable to provide cover on this replacement Vehicle, We will advise You in writing and give You until 4pm five (5) working days from the date of Our written notification to organise alternate cover elsewhere;</li> <li>▪ You must notify Us within thirty (30) days of the change of existing or additional Vehicle for cover to be maintained;</li> </ul> <p>You must pay any required additional premium We request.</p>	\$100,000 maximum any one Vehicle	\$300,000 maximum any one Vehicle
<b>Caravan Contents</b>	<p>If You have insured Your Caravan for Comprehensive cover We will also cover Your caravan contents while they are in your Caravan for loss or damage caused by:</p> <p>(a) fire;</p> <p>(b) collision or overturning of your caravan;</p> <p>(c) storm; or</p> <p>(d) theft following violent and forcible entry into your locked caravan.</p> <p>We will only pay for the new replacement cost of any item which can be purchased in Australia less an allowance for age, wear, tear, and depreciation.</p> <p>For the purpose of this additional benefit 'Caravan Contents means contents permanently stored within your caravan such as crockery, linen, DVD player and personal possessions you take with you when you are using your caravan like linen, clothing and CDs.</p> <p>Under this additional benefit we do not cover money, unset gemstones, gold or silver nuggets, any animal bird or fish, trade tools, stocks or samples, mobile phone or two-way radios, or GPS or personal music devices of any kind if stolen from your caravan whilst parked.</p>	Not Available	\$10,000 (Maximum during the Period of Insurance)
<b>Disabled Vehicle under tow</b>	<p>We will cover Your liability for any accidental loss or damage or Theft or attempted Theft to any disabled Vehicle while being towed by Your Vehicle, provided the towing does not involve any financial gain or reward.</p>	Not Covered	Reasonable costs are included
<b>Emergency or temporary repairs</b>	<p>We will pay reasonable costs if needed, including giving You the authority on Our behalf, to carry out reasonable temporary or emergency repairs to enable You to get Your Vehicle to Your destination, a repairer or place of safety after an Insured Loss. However, further repair work must not be completed until We give Our consent.</p>	\$500 any one Vehicle	\$1,000 any one Vehicle

**Finance payout**

- Where:
- Your Vehicle is declared a Total Loss and is the subject of a lease or similar financial agreement;
  - the terms of the lease or similar agreement require You to make a payment (the "termination payment") to the other party in order to terminate that agreement; and
  - the amount of that termination payment is greater than the amount We will pay You in respect of the Total Loss of Your Vehicle, calculated in accordance with the Basis of Claim Settlement.

We will pay You, or any other party whom You direct Us to pay, an additional 20% of the Sum Insured or Market Value, or \$5,000, whichever is the lesser, also calculated in accordance with the Basis of Claim Settlement.

This settlement excludes any arrears, penalties or charges in relation to Your lease or similar agreement, but includes any discount in respect of finance charges and/or interest for the unexpired term of the secured finance agreement.

We will not pay if We are not required to do so by the provider of the lease or similar agreement.

20% of the Agreed Value or Market Value, or \$5,000 whichever is lesser

20% of the Agreed Value or Market Value, or \$5,000 whichever is lesser

**Fire brigade, Police and other authorities**

We will cover You for costs charged by the following authorities as a result of an insured and claimable event involving Your Vehicle requiring and resulting in the attendance at the site of members of:

- the Police;
- ambulance;
- fire brigade; or
- any other emergency personnel.

The maximum amount We will pay is \$25,000, provided this benefit, or part of, is not otherwise provided for under any other additional benefit, Section or business document.

Not Covered

\$25,000 (maximum during the Period of Insurance)

**Hire Vehicle following theft**

If Your Vehicle is damaged following a theft or attempted theft and We have agreed to pay Your claim, We will, at Our option, arrange hire of, pay the cost of, or reimburse You the reasonable cost of hiring a hire Vehicle for up to thirty (30) days (including the cost of insurance). The hire Vehicle must be of a similar make and model to Your Vehicle.

You are responsible for:

- notifying Us of the accident after which time, Our reimbursement will apply;
- hiring the hire Vehicle including all running costs, extras (other than insurance), deposit, security bond, upgrade costs and the like;
- any other non-rental costs which You may be liable to pay for under a hire agreement including the Excess;
- paying all costs including insurance for any period You continue to use the hire Vehicle after this benefit stops; and
- providing a copy of the rental agreement and all relevant receipts.

This Additional Cover Option ceases before the thirty (30) day limit expires when:

- We offer You a Total Loss settlement;
- We repair Your Vehicle and return it to You; or
- We have settled Your claim,

whichever happens first.

If Your claim is withdrawn or not accepted by Us, You may have to refund to Us any payments for the hire Vehicle We have already made.

This Additional Cover option excludes any:

- costs or covers otherwise insured under any other Section(s) of this Policy, another insurance policy or any other business document;
- insurance coverage applicable under the rental hire agreement;
- difference between Your hire costs and Our maximum reimbursement amount under this Policy;
- responsibility on Us if a replacement vehicle is not available;
- cover where the only damage to the Vehicle is windscreen or window glass.

\$2,000  
(maximum during the Period of Insurance)

\$10,000  
(Harvesters, headers, irrigators, tractors, including their attachments, sedans, utilities and four-wheel drives only) (maximum during the Period of Insurance)

**Journey disruption**

We will pay You the reasonable costs of:

- transportation for the occupants to a suitable destination point; or
- emergency accommodation for the occupants, provided that:
  - the Vehicle was unsafe or unroadworthy to drive;
  - there is an accepted comprehensive cover claim on Your Vehicle; and
- Your Vehicle was more than 100 kilometres from the Situation.

The maximum amount We will pay is \$2,000.

Not Covered

\$2,000  
(maximum during the Period of Insurance)

**Keys and locks**

We will pay the reasonable cost of replacing the keys (including a remote for keyless entry) or replacing or recoding Your Vehicle's locks, keys or barrels if the keys to Your Vehicle:

- have been stolen (even if the Vehicle was not);
- have been damaged or lost after an Insured Loss as a result of which We have paid a claim under Comprehensive Cover; or
- may have been duplicated and there are reasonable grounds to believe so.

Where the Theft of keys or damage to the barrels have occurred, this benefit will only apply where this:

- has been reported to Police; and
- was not carried out by family members, Visitors or persons who reside with You.

Cover under this benefit:

- does not apply where cover is available under another Policy; or
- does not entitle You to claim for a Substitute Vehicle or any other additional benefit.

You must pay any applicable Excesses for any claim accepted under this additional benefit.

\$1,000  
any one  
Insured  
Loss  
during the  
Period of  
Insurance

\$3,000  
any one  
Insured  
Loss  
during the  
Period of  
Insurance

**Legal and defence costs**

When an Insured Loss is covered by this Section, We will pay legal costs and expenses, up to the Sum Insured, incurred by You or any other covered persons with Our written consent in settlement or defence of claims for Compensation arising out of the accident. Furthermore, We will pay reasonable legal expenses incurred up to the Sum Insured, with Our written consent for representation at any formal legal enquiry or at any Coroner's inquest.

- However, if the liability limit shown in the Policy Section is less than the total amount paid or payable to settle or dispose of all claims that arise out of the one Insured Loss then We will only pay a proportion of the legal costs and expenses. Our proportion will be that proportion that the liability limit represents to the total amount paid or payable to settle or dispose of all claims that arise out of the one Insured Loss.

This benefit does not include:

- legal expenses or court costs relating to any prosecution or other action for infringement of any legislation, regulation, bylaw or court order; and
- legal costs to defend criminal acts or fines for breaches of road traffic statutes, regulations or bylaws.

Not  
Covered

\$10,000  
Sum  
Insured  
any one  
Insured  
Loss  
during the  
Period of  
Insurance



**New Vehicle replacement cost**

In the event of Your comprehensively insured Vehicle being assessed as a Total Loss, We will at Our option:

- replace it with a new Vehicle of the same make, model and series; or
- if unavailable, a similar make and model, provided it is available in Australia; or
- provide the equivalent value of Your original Vehicle's replacement cost towards the purchase of an alternative make if You make that choice; and
- include the original manufacturer's standard equipment, modifications, accessories, tools, spare parts and options included at the time of purchase; and
- pay all on-road costs but any refund of registration fees and compulsory third-party insurance (CTP) on the Total Loss Vehicle must be refunded to Us; and
- continue to cover the replacement Vehicle until the end of the Period of Insurance for no additional premium.

This basis of settlement applies when Your Vehicle is not more than twenty-four (24) months old from:

- the date of original registration as a new or demonstration Vehicle; or
- for a new unregistered Vehicle, the actual purchase date.

If You elect not to replace Your Vehicle with the equal or similar model, or the alternative make is not available, We will pay the lesser of:

- the Market Value; or
- the Agreed Value shown in Your Policy Schedule, at the time of the Insured Loss.

In relation to deleted, superseded, run-out or demonstration models where Your Vehicle's model has been deleted from a manufacturer's range, or the model is superseded by a Vehicle that is in Our opinion significantly different to Your Vehicle; or the vehicle was bought as an end to a series, run-out or demonstration model We may, at Our option, pay only the amount of the actual purchase price that You paid for Your Vehicle, including on-road costs if they were included in the purchase price.

Market Value or Agreed Value up to 24 months

Market Value up to 24 months (Sedans, Wagons, Utilities, Vans and Four-Wheel Drives Only)

**Personal Effects**

We will pay for personal effects and clothing owned by You which are damaged in an Insured Loss involving Your Vehicle, or are stolen from or with Your locked Vehicle.

The maximum amount We will pay is \$500 any one Vehicle or any one Insured Loss.

\$500 any one Vehicle or any Insured Loss whichever is the lesser during the Period of Insurance

\$500 any one Vehicle or any Insured Loss whichever is the lesser during the Period of Insurance

<b>Removal of debris/load</b>	<p>We will cover the reasonable costs necessarily incurred after an Insured Loss involving Your Vehicle:</p> <ul style="list-style-type: none"> <li>▪ for the clean-up and removal of debris and spillage;</li> <li>▪ to recover and reload any load lost or fallen from Your Vehicle back onto Your Vehicle; or</li> <li>▪ if necessary, to transfer any load lost or fallen from Your Vehicle to another Vehicle (including use of a professional carrier) as part of removal to either the nearest place of safety or the original final destination.</li> </ul> <p>However this Additional Benefit only provides cover for an amount in addition to the clean-up and removal costs involving Your Vehicle's load not otherwise insured under another Section or another insurance policy.</p> <p>We will not pay for:</p> <ul style="list-style-type: none"> <li>▪ any payment, fine and/or penalty that may be imposed by State, Territory or Federal Government, Local Government or any other statutory authority or legal fine.</li> </ul>	Not Covered	\$20,000 (maximum during the Period of Insurance)
<b>Sea transportation</b>	<p>When a Vehicle(s) is being transported by sea in Australian waters, We will pay amounts in addition to the Sum Insured for which You are held legally responsible to contribute in respect of Your Vehicle(s), for expenses and salvage costs incurred by a shipowner where necessary for the safety of the ship and its cargo and General Average is declared.</p>	Included	Included
<b>Signwriting</b>	<p>We will pay the reasonable cost of reinstating any signwriting, artwork, fixed advertising signs or materials attached to and forming a permanent part of Your Vehicle following an Insured Loss and covered under "Cover A – Comprehensive Cover".</p>	Not Covered	\$2,000 (maximum during the Period of Insurance)
<b>Towing, storage and protection</b>	<p>We will pay the reasonable and necessary costs of towing, recovery, removal, storage and protection of Your damaged, non-driveable and unsafe Vehicle to:</p> <ul style="list-style-type: none"> <li>▪ a place of safety (including the farm Situation) or any other place We agree to; or</li> <li>▪ the nearest repairer, an authorised repairer We nominate or a repairer of Your choice that We agree to; or</li> <li>▪ move the Vehicle between repairers or between the Situation and the repairer; or</li> <li>▪ an assessing centre.</li> </ul> <p>We will not pay for:</p> <ul style="list-style-type: none"> <li>▪ storage costs for any period after Your claim is settled;</li> <li>▪ costs involving the removal of vehicle debris and/or its load.</li> </ul>	Reasonable Costs are Included	Reasonable Costs are Included
<b>Trailer</b>	<p>Where You are towing a trailer and it is damaged, We will pay for any loss or damage to the trailer while attached to the Vehicle. This cover excludes caravans.</p>	\$1,000 (maximum during the Period of Insurance)	\$1,000 (maximum during the Period of Insurance)

<b>Unspecified Accessories</b>	We automatically cover any manufacturers standard accessories, special equipment and non-standard accessories that are fitted to Your Farm Vehicle, up to \$5,000 any one Farm Vehicle.	Not Covered	Up to \$5,000 any one Farm Vehicle
<b>Vehicle return and pick-up</b>	We will pay the reasonable cost of returning Your Vehicle to the Situation following: <ul style="list-style-type: none"> <li>repairs; or</li> <li>recovery after Theft.</li> </ul> Where the costs of necessary repairs plus returning Your Vehicle exceeds the relevant Market Value or Agreed Value, We reserve the right to consider the Vehicle a Total Loss.	\$3,000 (maximum during the Period of Insurance)	\$3,000 (maximum during the Period of Insurance)

**COVER B - THIRD PARTY LIABILITY ONLY**

<b>Additional Benefit</b>	<b>Description</b>	<b>Sub-Limit</b>
<b>Substitute Vehicle</b>	<p>When Your Vehicle is not in a useable condition due to an accident, service or repair, We will cover Your legal liability to pay Compensation for loss of or damage to someone else's property arising out of the use of a Substitute Vehicle, not owned or supplied by You.</p> <p>Only one Substitute Vehicle can be used at any one time, and must be of similar type to the unusable Vehicle.</p> <p>However, We will not cover:</p> <ul style="list-style-type: none"> <li>Your legal liability if the Substitute Vehicle is unregistered;</li> <li>accidental loss or damage, Theft or attempted Theft of the Substitute Vehicle; or</li> <li>a Substitute Vehicle which is a caravan.</li> </ul>	Included
<b>Uninsured motorist protection</b>	<p>Where Your Vehicle is insured for Cover Option B (Third-Party Liability Only) as indicated in Your Policy Schedule, We will pay for accidental loss or damage to Your Vehicle which gave rise to the claim, provided that:</p> <ul style="list-style-type: none"> <li>the Insured Loss is deemed by Us to be totally the fault of the authorised driver of another Vehicle;</li> <li>You provide Vehicle details of the driver at fault, including the registration number;</li> <li>You provide the name and address of the driver/owner of the other Vehicle;</li> <li>there is no third-party liability insurance cover in place over the other Vehicle; and</li> <li>the third-party Vehicle was not owned or registered in Your name or in the name of a person who is Your relative or any person with whom You normally reside.</li> </ul> <p>The maximum amount We will pay for all claims arising from any one Insured Loss or series of Insured Loss(es) arising out of one cause or event is the lesser of \$5,000 or the Market Value of Your Vehicle at the time of the Insured Loss. The basic Excess applicable to the Vehicle insured under the Third-Party Liability cover will still apply.</p> <p>We will, at Our option, either:</p> <ul style="list-style-type: none"> <li>repair Your Vehicle to its condition immediately prior to the accident;</li> <li>pay You the cost of repairs to Your Vehicle; or</li> <li>pay You the current Market Value at which time, the Vehicle (at Our option) becomes Our property.</li> </ul>	Up to \$5,000 or Market Value, whichever is lesser during the Period of Insurance

## ADDITIONAL COVER OPTIONS

### COVER A - COMPREHENSIVE COVER ONLY

The following Additional Cover Options are available for the payment of an additional premium. If chosen, and We have agreed, the additional cover will be shown on Your Policy Schedule.

Optional Cover Option 'Unspecified Farm Motor' is only available for:

- Miscellaneous Farm Vehicles;
- Miscellaneous Farm Bikes.

Additional Cover Option	Description	Sub-Limit
<b>Unspecified Farm Motor</b>	<p>There are two (2) covers available under Unspecified Farm Motor. You can choose to take out either, or both.</p> <p>When Miscellaneous Farm Vehicles or Miscellaneous Farm Bikes are shown on Your Policy Schedule we will pay the sub limit per item amount up to the Sum Insured on Your Policy Schedule in aggregate.</p> <p>The Unspecified Farm Motor cover option is not available for passenger Vehicles, trucks and their trailers, goods carrying Vehicles, or registered motorcycles of all types, including all-terrain Vehicles, utility terrain Vehicles and quad bikes.</p>	<p>Miscellaneous Farm Vehicles \$20,000 or 20% of the sum insured for any one item whichever is the lesser up to the sum insured on Your Policy Schedule in the aggregate;</p> <p>Miscellaneous Farm Bikes limited to \$5,000 per item and up to the sum insured on Your Policy Schedule in the aggregate.</p>

Optional Cover Option 'Windscreen' is only available for:

- Sedans;
- Wagons;
- Utilities;
- Four Wheel Drives;
- Vans.

Additional Cover Option	Description	Sub-Limit
<b>Windscreen (If shown on Your Policy Schedule)</b>	<p>We will pay the reasonable costs to repair or replace accidentally broken windscreen or window glass, which meets Australian Design Rules where the only damage to Your Vehicle is the windscreen or window glass.</p> <p>"Broken or damaged" means a fracture that extends through the entire thickness of the glass. In the case of laminated glass, the fracture must extend through all layers, or the damage must be sufficient to prevent registration.</p> <p>This Additional Cover Option applies to one windscreen claim for each Period of Insurance and there will be no Excess applied to Your claim if You choose this Additional Cover Option.</p>	<p>First broken windscreen or window glass per Period of Insurance</p>

Optional Cover Option 'Hire Vehicle' is only available for Private Vehicles:

- Sedans;
- Wagons;
- Utilities;
- Four Wheel Drives;
- Vans

Additional Cover Option	Description	Sub-Limit
<p><b>Hire Vehicle after an accidental loss or damage claim (Vehicles covered under Part 1 – Private Vehicles only)</b></p>	<p>If Your Vehicle is damaged and We have agreed to pay Your claim, We will, at Our option, arrange the hire of, pay the cost of, or reimburse You the reasonable cost of hiring a Substitute Vehicle for up to thirty (30) days (including the cost of insurance). The Substitute Vehicle must be of a similar make and model to Your Vehicle.</p> <p>You are responsible for:</p> <ul style="list-style-type: none"> <li>▪ notifying Us of the Insured Loss after which time, Our reimbursement will apply;</li> <li>▪ hiring the Vehicle including all running costs, extras (other than insurance), deposit, security bond, upgrade costs and the like;</li> <li>▪ any other non-rental costs which You may be liable to pay for under a hire agreement including the Excess;</li> <li>▪ paying all costs including insurance for any period You continue to use the hire Vehicle after this benefit stops; and</li> <li>▪ providing a copy of the rental agreement and all relevant receipts.</li> </ul> <p>This Additional Cover Option ceases before the thirty (30) day limit expires when:</p> <ul style="list-style-type: none"> <li>▪ We offer You a Total Loss settlement;</li> <li>▪ We repair Your Vehicle and return it to You; or</li> <li>▪ We have settled Your claim,</li> </ul> <p>Which ever happens first.</p> <p>If Your claim is withdrawn or not accepted by Us, You may have to refund Us any payments for the hire Vehicle We have already made. This Additional Cover Option excludes any:</p> <ul style="list-style-type: none"> <li>▪ costs or covers otherwise insured under any other Section(s) of this Policy, another policy or any other business document;</li> <li>▪ insurance coverage applicable under the rental hire agreement;</li> <li>▪ the difference between Your hire costs and Our reimbursement;</li> <li>▪ responsibility on Us if a replacement vehicle is not available;</li> <li>▪ cover where the only damage to the Vehicle is windscreen or window glass; or</li> <li>▪ cover when the Vehicle is stolen and You may be able to claim under Additional Benefit “Hire Vehicle following Theft”.</li> </ul> <p>The maximum amount We will pay is \$1,500 for any one Vehicle or any one Insured Loss.</p>	<p>\$1,500 per Vehicle per each Insured Loss during the Period of Insurance</p>

## BASIS OF CLAIM SETTLEMENT

We will, at Our option, either pay to repair or replace Your Vehicle, or pay You the Market Value or Sum Insured, whichever is the lesser amount.

### If Your Vehicle Can Be Repaired

When We consider it economical to repair Your damaged Vehicle, We:

- will repair Your Vehicle to the same or reasonably similar condition and standard it was immediately before the Insured Loss;
- will pay the reasonable cost of the repairs for Your Vehicle;
- may ask You to contribute an additional amount if it is necessary to repair the Vehicle to a better condition than it was prior to when the accidental loss or damage occurred. This includes but is not limited to radiators, engines, paintwork, bodywork or interior trim;
- will pay any applicable Additional Benefits; or
- will replace or repair to a similar condition, if damaged, additional cover items described under “Cover A – Comprehensive Cover”.

## Authorising Repairs

Repairs cannot be authorised without Our consent and will not be paid for if that consent has not been given. Before repairs can be authorised We may require Your Vehicle to be inspected on site by an assessor appointed by Us, however We may authorise cover for a comprehensively insured Vehicle as provided for under the following Additional Benefits:

- emergency and temporary repairs;
- towing, storage and protection; or
- glass replacement.

Once We agree to accept and authorise Your claim for a partial loss, the repairs can be completed at the repairer of Your choice. Alternatively, We can arrange the repairs with an authorised repairer if one is available, or offer You a choice of repairers within Your area.

If for some reason the chosen repairer is not licensed or does not meet Our standards for safety, fairness, quality, effectiveness and pricing, We will move Your Vehicle to an appropriate repairer of Our choice to carry out repairs.

## Non-Authorised Repairers

If You choose Your own repairer and We have not authorised the repairs, We:

- may seek a comparative repair estimate from another repairer and pay an amount equal to the reasonable repair costs after assessing, reviewing and possibly adjusting Your repairer's quote; and
- will not provide any guarantees for the quality of the workmanship and materials in relation to the repairs.

We will not be held liable or responsible for:

- non-completion of repairs within a time frame that You have requested;
- additional costs incurred due to delays in the delivery of parts; or
- costs incurred where the repairer is unable to match existing paintwork.

## Guarantee and Warranty

We guarantee materials and the workmanship of repairs completed by an authorised repairer when authorised by Us. This guarantee is for the life of the Vehicle while You are the registered owner and is in addition to Your statutory rights against the repairer and warranties that You have from the repairer directly. We will arrange for repairs authorised by Us to be rectified at no cost to You if We agree that the repairs are defective. Before arranging for any defective repairs to be rectified, We must have the opportunity to inspect the Vehicle.

However, We will not pay for:

- defects caused by deterioration or natural wear and tear of the repaired surfaces;
- use of the Vehicle including exposure to the elements;
- rust or corrosion unless directly attributable to the repairs; or
- rectification work carried out by a repairer other than the original authorised repairer unless agreed in advance by Us.

## Imported Vehicles

If Your Vehicle is imported and any part is not available in Australia, We will only pay for 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 parts including surface freight from the nearest reasonable source of supply.

You are not covered for loss of use caused by any delay in the repair process due to the importation of parts.

## Pair or Sets

Where an insured item consists of a pair or set (e.g. mag wheels), We will only pay for the repair or replacement of the part lost, damaged or stolen.

## Subletting of Specialist Repairs

We may arrange in conjunction with the repairer, the need to engage the services of a specific specialist repairer and/or supplier which results in some of the repair work being sublet to such specialist repairer or supplier.

## Tyre Replacement

If a tyre is damaged as a direct result of an Insured Loss, We will pay the reasonable costs of replacing a tyre with a new tyre of similar make and specification to the tyre that is damaged and unable to be used again, provided that the condition of the damaged tyre's remaining tread conformed with all legal requirements at the time of loss and was not recapped or re-treaded.

## Undamaged Areas

We do not repair undamaged areas of Your Vehicle to create a uniform appearance.

## Unrepaired Damage

If Your Vehicle had any unrepaired damage before an Insured Loss, then You may be required to contribute to the repair costs. This may occur when the unrepaired damage results in Us having to repair more areas of Your Vehicle than:

- were affected by the Insured Loss; or
- We needed to replace.

## Replacement of Damaged Parts

Parts used in the repair of Your Vehicle will be new or used original manufacturer's parts consistent with the age and condition of Your Vehicle. If unavailable, new parts not manufactured by the original manufacturer or their supplier will be used, provided that the parts comply with the applicable Australian Design Rules.

Recycled or reusable parts which are not manufactured by a supplier to the Vehicle's original manufacturer will only be used where new parts are not available and if used, will be those which in Our opinion:

- are consistent with the age and condition of Your Vehicle;
- do not affect the safety or structural integrity of the Vehicle;
- comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules;
- do not adversely affect the post-repair appearance of the Vehicle; and
- do not void or affect the warranty provided by the Vehicle manufacturer.

Only manufacturer's approved parts will be used on Vehicles under warranty but this does not extend to include Vehicles under an extended warranty or for windscreen replacement.

We may also use where available, appropriate and when consistent with the age and condition of Your Vehicle, original equipment manufacturer's parts, with the exception of glass, radiators and air-conditioning components where Australian compliant parts may be used.

When any part of the Vehicle or Insured Property is not available in Australia, We will in accordance with the Basis of Claim Settlement, pay no more than:

- the manufacturer's latest list price or quoted prices; or
- the actual cost of having the part/s made in Australia,

whichever is the lesser.

We will also include, where applicable, surface freight from the nearest reasonable source of supply.

You will be responsible for the cost of any air-conditioning refit, re-gas or modification required by law.

## Total Loss

We will determine Your Vehicle to be a Total Loss when:

- Your Vehicle is damaged and it has been determined it cannot be repaired to a safe condition;
- the cost to repair Your Vehicle plus salvage value exceeds the Market Value;
- Your stolen or lost Vehicle was not recovered.

## Private Use Vehicles:

Following a Total Loss for Private Use Vehicle, We will either pay:

- the Market Value if "Market Value" is shown on Your Policy Schedule; or
- if an Agreed Value if "Agreed Value" is shown on Your Policy Schedule, We will at Our option pay You either the Agreed Value, or replace Your Vehicle with an equivalent one.

## Farm Use Vehicles:

Following a Total Loss for Farm Use Vehicle, We will pay the lesser of:

- the Market Value if "Market Value" is shown on Your Policy Schedule; or
- the Sum Insured shown on Your Policy Schedule, We will at Our option pay You either the Sum Insured, or replace Your Vehicle with an equivalent one.

## Salvage

If Your Vehicle is a Total Loss and We have agreed to a Basis of Claims Settlement:

- the wreckage of Your Vehicle will become Our property; and
- We will keep the proceeds of any salvage sale;

unless otherwise agreed as part of the claim settlement.

## Unpaid Premium And Cover When Your Vehicle Is A Total Loss

If Your Vehicle is a Total Loss and We have accepted Your claim:

- the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and
- all cover on the Vehicle will cease and no refund of unused premium will be made.

## Total Loss Liability

Once We have confirmed that We consider Your Vehicle to be a Total Loss and pay Your claim, all cover on that Vehicle will cease.

## WHAT IS NOT COVERED

The following are to be read in conjunction with the General Exclusions and General Conditions which are applicable to all Sections of this Policy and forming part of this Policy.

Under this Section, We will not pay claims for accidental loss or damage, Theft or attempted Theft, or liability caused by, contributed to, arising out of or in connection with:

<b>Breakdown or failure</b>	Any structural, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage, unless as a result of an Insured Loss which is covered under the Policy.
<b>Data, coding</b>	The corruption, destruction or alteration of or damage to data, coding, program or software; or the unavailability of data or reduction in the functionality, availability or operation of hardware, software and embedded chips. However, this exclusion will not apply where such accidental loss or damage occurs as a direct result of an event which is otherwise covered under this Policy.
<b>Driving under the influence of drugs or alcohol</b>	Your Vehicle being driven by, or in the charge or control of, You or any other person: <ul style="list-style-type: none"><li>▪ who is under the influence of any drug or intoxicating substance to the level such that it is an offence under the State or Territory law where the Insured Loss took place, or</li><li>▪ in whose breath, urine, blood or oral fluid the concentration of drugs or alcohol is at or above the level to make it an offence to be in control, in charge of, or driving a Vehicle under the State or Territory laws in which the Insured Loss took place; or</li><li>▪ who fails or refuses to provide a specimen or sample of breath, urine, blood or oral fluid to comply with the laws of the State or Territory in which the Insured Loss took place.</li></ul> However, this exclusion will not apply if You can prove that You were not aware that Your Vehicle was being driven by, or in the charge or control of, a person so affected or so behaving.
<b>Driving after an accident</b>	Your Vehicle being driven in a damaged condition after the Insured Loss unless We agree that You could not have reasonably known that the damage had occurred or was occurring, or We agree You had reasonable cause.
<b>Faulty workmanship</b>	Faulty workmanship, incorrect, improper, or lack of maintenance.
<b>Fuel system compliance/ incorrect fuel</b>	Your Vehicle: <ul style="list-style-type: none"><li>▪ being used with a fuel system that does not comply with the relevant Australian Standards Code where the Insured Loss arises directly or indirectly from or by such fuel system,</li><li>▪ being fuelled with the incorrect fuel;</li><li>▪ any loss arising from a lack of oil.</li></ul>
<b>Hire, lease or loan</b>	The Vehicle being subject to any agreement for hire, lease, let or loan by You to any other party.



**Modifications or alterations**

Your Vehicle:

- being operated with illegal modifications or alterations;
- being altered or modified to increase the Vehicle's performance unless previously agreed to by Us.

The Vehicle must at all times comply with the relevant act, regulations or any relevant law, bylaw, the Australian Standards code, Australian Design Rules or the manufacturer's standard design. If your Vehicle is altered or modified, You must notify Us in writing as soon as practicable and cover will only be provided once We have confirmed in writing that it is in place subject to any additional premium. If We do not accept the alteration or modification We may not continue to insure the Vehicle or pay a claim.

**Personal injury**

Your Vehicle being the cause of Personal Injury:

- to anyone who was Your Employee at the time of the Insured Loss;
- if You or anyone else was required by law to have insurance under any statutory or compulsory insurance or compensation scheme or fund; or
- to Yourself or where You cause injury or cause death to someone who normally lives with You.

**Pollutants and/or Dangerous Goods**

The actual, alleged or threatened discharge, dispersal, release, seepage or escape of Pollutants, contaminants and Dangerous Goods (including asbestos) from Your Vehicle.

However, this exclusion shall not apply in regard to Your legal liability which:

- is caused by or in connection with the normal Farm Business, ownership, possession or use by You or on Your behalf of Your Vehicle;
- is caused by a single, sudden, unexpected, unintended and clearly identifiable event;
- takes place in its entirety at a specific time and place;
- is in relation to substances that You are legally and correctly transporting (including loading and unloading) and the quantities thereof (excluding asbestos); and
- does not relate to any property, land, air, water course or body of water which You own, occupy or have in Your custody or control.

We will cover, caused by an Insured Loss:

- the removal of debris/load;
- the costs, charges and expenses incurred by or on behalf of a public authority for administration of the removal and/or clean-up costs;

But We will not cover any fine or penalty that may be imposed by Government, Local Government, or any other statutory authority.

**Prevention and safety**

Your failure to take reasonable steps to protect, secure or safeguard Your Vehicle against further accidental loss or damage or Theft or attempted Theft and liability after:

- it breaks down;
- is damaged in an Insured Loss; or
- You have been notified that Your stolen Vehicle has been found.

**Property in control**

Loss or damage to property where the property belongs to or is held in trust by or in the custody or control of You, any person driving, using or in charge of Your Vehicle, or any person entitled to indemnity under this Section.

**Racing/Testing**

Your Vehicle while engaged in any kind of motorsport event or demonstration, racing, pace making, contest, reliability trial, rally, speed attempt, trial, hill climbing, burnout, experiments, stunt work, film work, video or audio work or recording, or test (other than for a road test following service or repair). This includes being used on a competition race track, circuit, course or arena.

**Reckless or deliberate conduct**

Recklessness or a deliberate act by You or any person acting on Your behalf or by the reckless or deliberate failure to comply with any statutory obligations, bylaws, regulations, industry codes of practice and recognised standards imposed by any public authority.

**Repossession**

By any person lawfully repossessing or attempting to lawfully repossess Your Vehicle, where Your Vehicle is used as security for a debt.

**Tool of Trade**

Liability arising from the use of Your Vehicle or any item of plant or equipment attached to Your Vehicle while being used as a Tool of Trade at the Situation or a worksite in connection with the Farm Business. However, this does not exclude Your Vehicle being used for normal Farm Business and travelling between worksites or transporting goods.

**Total Loss liability**

Liability after We confirm that We will pay Your claim for the Total Loss of Your Vehicle.

**Tyres**

Damage caused by the brake application, road cuts, punctures, bursts, blowouts or shredding of tread, or damage to rubber tracks through cuts and/or ruptures, unless caused as a result of accidental loss or damage or Theft (or attempted Theft) which is covered under this Policy.

**Underground, underground services or on rails**

Your Vehicle:

- operating underground (drilling, tunnelling, shovelling, hauling etc.);
- being underground in a mine, mining shaft, a tunnel under construction or similar while being driven or stationary;
- being adapted and used to run on rail or tram tracks or cables other than as cargo;
- damaging any non-visible underground property or services unless it can be established that You or Your Employees took all the necessary steps to locate the property or service through the relevant organisations such as "Dial Before You Dig" which are available to provide such services.

**Unlawful acts**

You or any person driving Your Vehicle who is entitled to cover under this Policy, doing so:

- for an unlawful purpose; or

as a result of, or occasioned by, You stealing, converting, absconding with, or otherwise misappropriating Your Vehicle, or deliberately inflicting accidental loss or damage with, or to Your Vehicle.

**Unlicensed or unauthorised at law**

Your Vehicle being driven by You or any person with Your consent who is not correctly licensed or is not complying with the conditions of their licence under any relevant laws, by laws and regulations for that class of Vehicle or for the purpose for which it is being used, and who You knew or ought to have reasonably known was not licensed, entitled or authorised to do so by law.

**Unregistered Vehicle**

Your Vehicle not complying with legislation that requires it to be registered or in respect of which compulsory liability or statutory indemnity is required by virtue of any legislation (whether or not that insurance has been effected) at the time of the Insured Loss giving rise to the claim.

**Unroadworthy/ Unsafe Vehicles**

Your Vehicle being used in an unsafe, unroadworthy or dangerous condition. However, this exclusion will not apply if You can prove that the condition:

- did not cause or contribute to the Insured Loss; and
- could not have been reasonably detected by You.

**Use of Your Vehicle or Substitute Vehicle**

Your Vehicle being used:

- other than in accordance with the definition of Vehicle use;
- for the conveyance of passengers for hire, fare or reward other than;
- under a vehicle-sharing or pooling arrangement which does not constitute a commercial arrangement; or
- a travelling allowance being paid by an employer.
- for hire, fare or reward, paying of hire, let on hire, wet hire or dry hire;
- as part of a show, carnival, festival, parade float or any other similar type use or activity;
- for motor trade use including experiments, tests, trials, demonstration or towing purposes; or
- for Conveying, towing, lifting, hauling, carrying, operating or being used in a manner so that Your Vehicle, the number of passengers or load exceeds:
  - 1) the limits for which Your Vehicle was designed, constructed, registered or licensed (whichever is the lesser);
  - 2) the weight that is permitted by law, bylaw, regulation, permit or advisory sign; or
  - 3) any dimension (including height) that is permitted by law, bylaw, regulation, permit or advisory sign.

However, We will not refuse Your claim if You can prove that the accidental loss or damage or liability was not caused or contributed to by actions under (1), (2) or (3) above.

**Vehicle on consignment or in stock**

Vehicles on consignment or part of another person's stock in trade.

However, if requested, cover for consignment may be granted subject to Our agreement in writing.

**Vibration**

Caused by or through the vibration of Your Vehicle and/or its load.

**Voluntary parting with possession or title**

You or any person acting on Your behalf (or with Your authority) transferring the title or parting with possession of Your Vehicle whether voluntarily or induced to do so by any fraudulent scheme, trick, false pretence or fraudulent business transaction.

**Weather exposure**

Exposure to atmospheric or industrial conditions other than as a direct result of a specific and insured Storm related event.

**SPECIAL CONDITION – MOTOR VEHICLE**

The following condition is specific to this Section and is to be read in conjunction with the “General Conditions”. If it is not met, then We may not be able to provide You with any cover.

**Harvesting compliance and prevention**

When using harvesting equipment and/or machinery, the following must be adhered to:

- Compliance with all Bushfire regulations and/or codes of practice in force in the State or Territory in which the Situation is located or where the equipment is being operated;
- You must cease operating harvesting machinery on days or periods declared by any government authority to be “harvest ban” days or periods;
- Two functioning fire extinguishers must be carried on the harvesting and Hay, Grain, Silage baling equipment at all times and must be in current date.

**EXCESS TYPES AND APPLICATION**

Excesses are cumulative and apply to all claims as shown on Your Policy Schedule, unless otherwise specified.

**Details:**

We require as many details as possible of those involved in the Insured Loss including but not limited to:

- full names, addresses and phone numbers of drivers and passengers;
- Vehicle details including registration number(s);
- insurance details;
- addresses, contact details and owner names of other damaged property.

We will decide whether the Excess is:

- paid by You to Us on request; or
- deducted from the amount of the claim; or
- paid by You to a supplier or repairer on Our request.

### The Following Excesses Apply to this Section (Excesses Applicable to Vehicles)

<b>Additional Excess</b>	Where shown on Your Policy Schedule, the Additional Excess is in addition to the basic Excess.
<b>Age and inexperienced driver Excess</b>	<p>There will be an additional Age and Inexperienced Driver Excess, as shown on Your Policy Schedule, if at the time of loss or damage Your Vehicle was being driven by:</p> <ul style="list-style-type: none"><li>▪ A driver under 21; or</li><li>▪ A driver aged between 21 and 25; or</li><li>▪ A driver aged 25 years and over, and held an Australian licence less than two (2) years.</li></ul>
<b>Basic Excess</b>	<p>The basic Excess applies to:</p> <ul style="list-style-type: none"><li>▪ each insured Vehicle as shown on Your Policy Schedule and is the first amount You must pay on each and every claim;</li><li>▪ one or more insured Vehicles each and every claim which have suffered loss or damage when being used individually or as a combination.</li></ul> <p>The basic Excess may comprise the following:</p> <ul style="list-style-type: none"><li>▪ a minimum Excess amount; or</li><li>▪ a voluntary Excess amount as a result of You selecting a higher Excess; or</li><li>▪ an imposed Excess due to current underwriting criteria.</li></ul> <p>Where the basic Excess is a percentage of the Sum Insured, that percentage of the Sum Insured will apply, irrespective of any Market Value variation during the Period of Insurance, unless You have requested an amendment to the Sum Insured during that period and We have approved that change in writing.</p>
<b>Heavy vehicle inexperienced driver Excess</b>	<p>Your basic Excess will be increased by the greater of \$5,000 or 100% of the minimum basic Excess where You suffer a loss on a rigid body or articulated Vehicle or trailer, including harvesters and headers:</p> <ul style="list-style-type: none"><li>▪ Where the driver or person in charge of the Vehicle:<ul style="list-style-type: none"><li>▪ has less than two (2) years driving experience in Australia; or</li><li>▪ is under twenty-five (25) years of age.</li></ul></li></ul>
<b>Imposed Excess</b>	Where shown on Your Policy Schedule, this Imposed Excess is in addition to the basic Excess.
<b>Learner driver Excess</b>	If at the time of an accident a learner driver is in control of an insured Vehicle, the Excesses will be those that apply to the licensed passenger who is instructing the learner.
<b>Outside of radius Excess</b>	<p>Your basic Excess will be increased by the greater of \$5,000 or 100% where You suffer a loss on on a rigid body or articulated Vehicle or trailer which is:</p> <ul style="list-style-type: none"><li>▪ over a Gross Vehicle Mass of 10 tonne, and</li><li>▪ is more than 500 km from the Situation shown on Your Policy Schedule at the time of the Insured Loss</li></ul> <p>If you make occasional trips outside of 500km as part of Your Farm Business and You advise us of this in writing when you take out Your Policy, the Outside of Radius Excess may not apply. 'Occasional' in this case means no more than one time per month.</p>
<b>Tipping Excess</b>	<p>If Your Vehicle is a rigid body tipper or a tipping trailer, and at the time of loss or damage, the tipping hoist was in use and was fully or partially extended or retracted, the basic Excess shall be doubled for each Vehicle and each claim on that Vehicle.</p> <p>Any other applicable Excesses that are additional to the base Excess will also apply and are cumulative.</p>

**Undeclared  
young driver  
Excess**  
(Private Motor)

In addition to any other Excesses which apply, You will have to pay an undeclared driver Excess if, at the time of an Insured Loss which gives rise to a claim, Your Vehicle was being driven by or in the charge of a person whose name has not been shown as a driver in your Policy Schedule.

You will not have to pay this Excess if:

- the driver of your Vehicle is over 25 years of age and has not been convicted of driving under the influence of alcohol or drugs or had their licence suspended or cancelled in the five (5) years immediately before the accident or loss; or
- You satisfy Us that an emergency existed; or
- the only damage to Your Vehicle is a broken windscreen or window glass, hail damage, or loss or damage which occurs when Your Vehicle is parked or unattended;
- the driver of Your Vehicle has his/her own Vehicle insured, and they are noted as the main driver of that Vehicle.

The amount of the undeclared driver Excess is shown in Your Policy Schedule.

**When You Will Not Have to Pay an Excess**

You will not have to pay any Excess towards the claim if:

- a claim involving a collision with another vehicle is primarily deemed by Us to be the fault of the authorised driver of the other vehicle; or
- a claim involves a third party (excluding a vehicle collision) and the third party is primarily deemed by Us to be at fault.

You must be able to tell Us the registration number of the other vehicle and the full name and address of the other driver and their driver's licence number, or in the case of the third party, their full name, address and phone number.