

360 Farm Policy Product Disclosure Statement and Policy Wording

Date of preparation: 8 December 2020

Effective date: 1 January 2021

360FRFPDSV421



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Important Information



About 360 Farm & Regional Pty Ltd

360 Farm & Regional Pty Ltd (360 Farm) **ABN 98 088 296 324 AFSL 229 939**, is an underwriting agency committed to deliver solutions you want and service you expect by people you know to the Farm & Regional Insurance Market. 360 Farm has an authority from the Insurer to arrange, enter into/bind, and administer this insurance for the Insurer.

Our contact details are:
360 Farm & Regional Pty Ltd
Suite 3, Level 18,
201 Kent Street,
Sydney, NSW 2000
Telephone. 1800 411 580

About the Insurer

This insurance is underwritten by QBE Insurance (Australia) Limited (QBE) (**the Insurer**).

QBE Insurance (Australia) Limited (QBE) **ABN 78 003 191 035 AFSL 239545** is a member of the QBE Insurance Group Limited **ABN 28 008 485 014** (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world. QBE is the insurance company that issues this insurance policy.

You should contact 360 Farm in the first instance in relation to this insurance.

About this Document

This document contains important information to help you understand the features, benefits and risks of this insurance. Before you decide whether to purchase it, you need to read this document carefully.

This document is also a Product Disclosure Statement (PDS) as required by the Corporations Act in certain circumstances - see *About Our Product Disclosure Statement (PDS)* in this section for details.

Included in this document are:

- + this *Important Information* section;
- + the *Agreement to Cover You* section - it explains **our** agreement with you;
- + the *Policy Definitions* section - it sets out what **we** mean by certain defined terms in this insurance;
- + the *Cover Sections* - they set out the cover **we** can provide;
- + the *Making a Claim* section - it contains details of your and **our** rights and obligations if you need to claim;

- + the *General Conditions* section - it contains details of your and **our** rights and obligations under this insurance, including if you are underinsured. If you do not meet your obligations, **we** may be able to cancel the policy or reduce **our** liability in respect of a claim to the extent permitted by law;
- + the *What's Not Covered* section - it sets out what **we** do not cover under any of the Cover Sections; and
- + any other documents **we** provide to you about the cover.

Applying for Cover

When applying, you will need to complete an application form. Based on the information you provide, **we** may offer cover and terms specific to you. You need to make sure you read and understand your duty of disclosure before you apply (see *What You Must Tell Us* set out in this section). Once **we** have agreed on the terms of the policy, **we** will issue you with a **schedule** including important information about your insurances.

This document and the **schedule** **we** issue to you should be carefully read together. It is important that they are kept in a safe place, together with evidence as to the value of the insured property. **Our** agreement with you is referred to as "your policy" or "this policy" in this document.

Before expiry, **we** will send you a renewal notice which tells you whether **we** will renew and on what terms. The renewal notice will tell you what is required.

Duty of Disclosure

What you must tell us

This policy is subject to the *Insurance Contracts Act 1984 (Cth)*. Under that Act, you have a duty of disclosure. You have this duty until **we** agree to insure you.

This means:

1. When you ask for cover you have a duty to tell **us** anything that you know, or could reasonably be expected to know, may affect:
 - **our** decision to offer you cover; and
 - the terms and cost of such cover.
2. If you asked for the cover to be renewed, extended, altered or reinstated you have the same duty as in (1) and you must tell **us**:
 - if there have been any changes in what is covered; and
 - of all things that may increase the chances of a claim.

Who needs to tell us

Every person who will be insured under this policy has the same duty of disclosure and must answer **our** questions. Accordingly, it is important that everyone who is to be covered by this policy agrees with the answers as **we** will treat a statement, act, omission or claim by any one of these persons as a statement, act, omission or claim by all those persons. Please ask **us** if you are unsure who will be covered by this policy.

If things change

After **we** have agreed to cover you and while you are covered you must tell **us** of all changes that may increase the chances of a claim. In particular, you must tell **us**, if:

1. There is a change in the:
 - use of your **Farm Structures** or **Home Buildings** covered by this policy;
 - use of a building that contains your property covered by this policy;
 - state of your property covered by this policy;
 - process or procedures that you use;
 - products that you sell or supply;
 - range of products that you sell or supply.
2. You keep your property at a new place.
3. You alter, extend or renovate your **farm structures** or **home buildings**. There is no need to tell **us** about general upkeep such as painting.
4. You let someone else regularly drive your **vehicle**, **farm machinery** or tow your **caravan** or **trailer**;
5. You modify your **vehicle**, **caravan** or **trailer**;
6. You or a person who regularly drives your **vehicle** or tows your **caravan** or **trailer** is convicted of a driving offence or causes an accident.

If things change **we** may agree to vary the policy. Unless **we** agree to such changes, **we**:

- + can cancel the policy; or
- + may refuse to pay a claim.

If you do not tell us something

If you don't tell **us** something you know which may affect **our** decision to offer you cover or the terms of that cover **we** may be allowed to:

1. Reduce the amount that **we** have to pay for a claim. This may mean that **we** do not have to pay you anything.

2. Cancel this policy. **We** may even be allowed to avoid this policy (treat this policy as if it never existed) from when it began if you:

- lie to **us**;
- deliberately or recklessly keep information from **us**; or
- recklessly give **us** false information.

What you do not need to tell us

You don't have to tell **us** of anything:

- + that reduces the chances of a claim. But, if you do, it may let **us** offer you better terms or a lower price;
- + that is common knowledge;
- + that **we** should know as a normal part of **our** business;
- + if **we** waive your duty of disclosure.

Premium

In order to calculate your premium, **we** take various factors into consideration, including:

- + the covers requested;
- + the nature, security features, type and **location** of your insured property;
- + the nature and type of your insured activities;
- + the **sums insured**;
- + any no claim bonus entitlement;
- + your previous insurance and claims history.

Your premium also includes amounts payable in respect of compulsory government charges including: Stamp Duty, GST and any Fire Services Levy (where applicable).

360 Farm will also charge you a policy fee to cover underwriting and administrative costs associated with your policy. The actual fee is shown on the **tax invoice**.

When you apply for this insurance, you will be advised of the total amount payable. If you choose to effect cover, the amounts due will be clearly set out in your **tax invoice**.

Significant Matters to be Aware of

We only cover the interest of you and any other person you specify, in any property covered under this insurance.

We provide cover up to the amounts and limits **we** agree with you when you apply. Refer to each section for details of the basis on which **we** will settle any claim.

You may also have to pay an **excess** when you make a claim. **We** agree on the amount of the **excess** with you when you apply and it will be shown on your **schedule**. Excesses vary according to the degree of risk, such as where the insured property is located, the nature of the insured property and your insurance history.

You need to make sure that you are happy with the amounts, limits and **excess(es)**. If you do not adequately insure yourself for your potential loss, you may have to bear the uninsured proportion of any loss yourself.

We may refuse to pay or reduce the amount **we** pay under a claim in certain circumstances. In particular:

- + where an exclusion applies;
- + if you do not comply with the terms and conditions of this insurance;
- + if you do not comply with your duty of disclosure or make a misrepresentation; or
- + if you make a fraudulent claim.

We may cancel your insurance in certain circumstances e.g. if you fail to comply with a condition. Cover is subject to the full terms and conditions of **our** agreement with you.

If You Reduce Our Rights

We will not pay that part of a claim where you have agreed to limit or exclude **our** rights to recover your loss from another party.

Compulsory Third-Party Insurance

This policy does not provide cover required by any Compulsory third-party Insurance laws.

Workers Compensation

This policy does not provide cover required by Workers, or Accident Compensation laws.

Cooling-off Rights

Even after you make a decision to purchase or renew this insurance, you still have cooling-off rights. You can return the policy by notifying **us** in writing within 21 days of the policy commencing or renewing and **we** will refund the premium paid and policy fee unless something has occurred for which a claim may be payable under the policy. **We** will not charge a cancellation fee for cancellations within the cooling-off period. Even after this cooling-off period ends you still have cancellation rights (see *General Conditions – Cancelling Your Policy*).

Confirming Transactions

You may contact **us** in writing or by phone to confirm any transaction under the policy if you or your adviser does not already have the required policy confirmation details.

Code of Practice

QBE is a signatory to the General Insurance Code of Practice. You can obtain more details on the Code and how it applies to this insurance by contacting **us**. You can find a copy of the Code at www.codeofpractice.com.au

Resolving Complaints & Disputes

At QBE **we're** committed to providing you with quality products and delivering the highest level of service.

We also do everything **we** can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about **our** staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to **us** about, or if you'd like to make a complaint, speak to one of **our** staff. When you make your complaint please provide as much information as possible. **We're** ready to help resolve your issue.

You can also contact **our** Customer Care Unit directly to make your complaint. **Our** aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If **we** haven't responded to your complaint within 15 days, or if you're not happy with how **we've** tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give **us** more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if **we've** taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with **our** decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how **we've** handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care

Telephone. 1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.

Email. complaints@qbe.com, to make a complaint; privacy@qbe.com, to contact us about privacy or your personal information; customercare@qbe.com, to give feedback or pay a compliment.

Post. Customer Care,
GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Telephone. 1800 931 678 (free call)
Email. info@afca.org.au
Online. www.afca.org.au
Post. Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Telephone. 1300 363 992
Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email. enquiries@oaic.gov.au
Online. www.oaic.gov.au

We collect the personal information requested to determine whether and on what terms **we** might issue you an insurance policy or to manage a claim in relation to an insurance policy you have with **us**. If you don't provide all the information requested, the main consequence is that **we** may not be able to issue you with a policy or pay your claim.

We may use your personal information for other purposes if you consent. This may also be the case in other limited circumstances permitted under the *Privacy Act 1988 (Cth)*, such as where you would reasonably expect **us** to do so and/ or the other purpose is related to the purpose for which **we** collected the information.

In some circumstances, **we** may collect your personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from you or you would expect **us** to collect the information from the nominated third-party. For example, where you authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to you to deal with 360 Farm on your behalf.

In issuing and/or managing your policy or claim **we** may need to disclose your personal information to, another insurer, **our** reinsurers, an insurance broker, **our** legal providers, **our** accountants, loss investigators or adjusters, anyone acting as your agent or regulatory bodies. 360 Farm will only do so if it is reasonably necessary for, or directly related to the issuing or managing your insurance policy or claim.

In disclosing your personal information to one of these parties it may be necessary to disclose your information overseas. The countries these parties usually operate in are, the USA, Canada, Bermuda, Europe (including the United Kingdom), parts of Asia, including but not limited to Singapore, Hong Kong and India. If **we** disclose the information overseas you should be aware that the overseas entity is not bound by the *Privacy Act 1988 (Cth)* and so you would not be able to seek redress against them under the *Privacy Act 1988 (Cth)*. There may be no similar privacy law to the *Privacy Act 1988 (Cth)* in the overseas party's country and you may also not be able to seek redress under the laws in the party's country.

The 360 Farm Privacy Policy is available at www.360uw.com.au. The 360 Farm Privacy Policy sets out details of how you can access (and if necessary correct) the personal information 360 Farm hold about you. It also sets out how and to whom you might complain about a breach of Privacy Law.

If you require any other information regarding privacy please contact 360 Farm on **1800 411 580**.

QBE's Privacy Policy also describes in detail where and from whom **we** collect personal information, as well as where **we** store it and the full list of ways **we** could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

Privacy Statement

We are bound by the provisions of the *Privacy Act 1988 (Cth)* which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

Goods and Services Tax (GST)

The amount payable for any claim under this policy will be reduced by the amount of any input tax credit that you are entitled to recover in relation to the replacement item. Your **sums insured** should be sufficient to reflect the relevant GST value that the property represents to you.

We will not pay any GST or charge that you are liable for arising out of your misrepresentation of, or failure to disclose, your proper input tax credit entitlement in the settlement of any claim or payment of any premium.

Proving Your Loss

You should keep receipts, invoices or other evidence of ownership and value of all property that you insure because if you make a claim you will be asked to prove ownership and value in order for **us** to pay the claim. See the *Making a Claim* section for information about making a claim.

About Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to cover provided to you as a "retail client" as defined under the Australian Corporations legislation and any other documents **we** tell you are included, make up **our** PDS. Information in **our** PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by contacting **us**. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, **we** will provide you with a new PDS or a supplementary PDS.

Ask **us** if **you** have any queries.

Our Contact Details

If you or your adviser need to contact **us**, have any questions or would like any further information regarding this insurance, please contact **us**.

Our contact details are:
360 Farm & Regional Pty Limited
Suite 3, Level 18,
201 Kent Street,
Sydney, NSW 2000
Telephone. 1800 411 580
Email. farm@360uw.com.au

Our Agreement to Cover You

We agree to give you the cover that is shown in this policy and in your **schedule**:

- + for each section, part of a section, option or optional extra that is shown as being chosen by you in the **schedule**;
- + for the period of cover that is shown in the **schedule**;
- + when an event causing a claim takes place during the period of cover for which you have paid the premium.

Policy Definitions



In this document, application form and policy **schedule**, each word and phrase that is shown in bold type has been given a special meaning. Those meanings are shown below.

Agistment Income means:

The **money** that you receive for agisting farm animals on your farm.

Agreed Value means:

The amount **we** will pay for your **vehicle** in case of a total loss if you select this option.

Audit means:

An investigation into your business financial affairs or an investigation or enquiry into your compliance with record keeping requirements by the Australian Taxation Office, a State, Territory or Commonwealth Department, Statutory Body or Agency in relation to your business activities.

An **audit** commences at the time that you first receive notice that an auditor proposes to conduct an **audit**.

An **audit** is completed when the auditor gives written notice to that effect or when the auditor advises you that they have made a final determination or when the auditor has issued a final determination.

It does not mean:

- + an **audit** of a superannuation fund for the purposes of determining any matter in relation to the superannuation fund or its trustees or compliance with any of the provisions of the *Superannuation Industry Supervision Act 1993 (Cth)*;
- + an **audit** by the Australian Prudential Regulation Authority (APRA).

Burglary means:

- + **theft** that is accompanied by intimidation or violence to a person; or
- + **theft** following violent and forceful entry into or exit from a building.

Caravan means:

Your touring **caravan** including tent **trailers** and camper **trailers**, and if they are shown in the **schedule**:

- + an annexe or an awning that attaches to your **caravan**;
- + its fittings;
- + **contents** as defined under **home contents** but excluding the following:
 - any illegal items including illegal firearms and illegally stored firearms;
 - cash, credit cards and other negotiable instruments;
 - a work of art of any type;
 - a stamp, coin or medal **collection**;
 - spectacles, contact or corneal lenses or hearing aids;
 - any photographic equipment; or
 - any sporting equipment.

Child means:

- + your sons and daughters who are under 18 years of age;
- + the sons and daughters (who are under 18 years of age) of your spouse, de facto or partner.

In this definition, sons and daughters include sons and daughters who are adopted or fostered and who are born or unborn.

Collection means:

A group of individual items, pairs or sets which are of a similar type and which, when assembled and displayed together as a group, take a value greater than the sum of the individual items, pairs or sets.

Drone means:

An aircraft that is flown from a remote **location** without a pilot located in the aircraft itself. The aircraft is subject to direct control at all stages of flight. (Also called a Remotely Piloted Aircraft (RPA)).

Electric Motor Burnout means:

The fusing of an electric motor due to the actual burning out of its windings by electrical current.

It does not apply to the failure of any electrical, mechanical or electronic components of a motor.

Employee means:

A person employed by you who is:

- + defined as or deemed to be a worker;
- + an **employee** of your contractor or subcontractor where:
 - you are declared or deemed to be the employer; or
 - you would be held liable to pay compensation to that **employee**, by any Workers' or Accident Compensation legislation.

Excess means:

The amount that **we** will deduct from a claims settlement. This amount is shown in the **schedule**.

Please Note

- + **we** will not deduct a young driver's **excess** if the event that caused the claim happened when your **vehicle** was with a business for service, repair or parking.

Farm Income means:

The **money** that you receive for your farm produce less the cost to you of those materials that you bought to produce them.

Farm Machinery means:

A self-propelled or motor drawn machine or implement designed specifically for agricultural purposes and used primarily for agricultural purposes.

Farm Use means:

Using your **vehicle, caravan, trailer** or **farm machinery**:

- + privately;
- + for your farm; and
- + **incidental farm contracting**.

Genetically Modified or Engineered Organism (GMO) means:

A living plant, animal or microbe that has been altered by the addition or **modification** of a gene through the process of genetic engineering and contains genes or portions of genes from unrelated organisms.

Incidental Farm Contracting means:

Services of a farming nature for reward, on a property that is not owned by you or listed in your **schedule**. Any form of advertising or promotion of these services is considered commercial and therefore cover is excluded.

Indemnity Period means:

The period that starts when the loss or damage occurs and it continues for the period that is shown in the **schedule**.

Internet Operations means:

- + use of electronic mail systems by you, your **employees**, any person engaged under a contract of service, or by any other person with your permission; or
- + access through your network to the world wide web or a public internet site by you, your **employees**, any person engaged under a contract of service, or by any other person with your permission; or
- + access to your intranet (meaning internal company information and computing resources) which is made available through the world wide web; or
- + the operation and maintenance of your web site, including advice or information located on your site that is used for the purpose of attracting customers.

Market Value means:

Our assessment of your **vehicle** or **trailer** or **farm machinery** or **caravan** or livestock or crop's value at the time of the incident you are claiming for, using local market prices and considering the age and the condition of the **vehicle, trailer, farm machinery, caravan**, livestock or crop.

Milking Shed means:

- + a bulk milk vat including its associated motors and compressors; and
- + any pumps and motors required in the regular operations of the milking premises.

Please Note

The defined term **milking shed** only applies to the **Machinery** section.

Modification means:

An alteration to the standard body, engine, suspension, wheels or paintwork of your **vehicle** which may affect its value, safety, performance or appearance.

Money means:

Cash, cheques, credit card vouchers, franking machine credits, **money** orders, postal notes and stamps if you are legally responsible for them.

Occurrence means:

An event that neither you expect nor you intend to occur which a reasonable person in your position would not expect nor intend to occur.

Private Use means:

Using your **vehicle, caravan** or **trailer** privately and, provided you are the driver, for your farm business but excluding use in connection with:

- + assessing;
- + driving lessons for reward;
- + selling, collecting or delivering;
- + the motor trade;
- + the carriage of goods or samples for business; or
- + the transport of fare-paying passengers other than under a private pooling arrangement;
- + **incidental farm contracting**.

Schedule means:

The 360 Farm policy **schedule** that **we** have issued. This **schedule** is part of this policy. It will show the cover that you have chosen plus any **excess** or special terms and conditions that **we** have imposed.

Secure means:

The building can be locked so as to prevent entry other than by violent means.

Set means:

A group of similar or complementary items that belong or function together.

Shearing Shed means:

- + all the power machinery used for shearing sheep; and
- + the wool presses and other power equipment used for baling wool.

Please Note

The defined term **shearing shed** only applies to the **Machinery** section.

Sum Insured means:

The amount that is shown in the **schedule**. This amount is the most **we** will pay in any one period of cover for:

- + any one claim; and
- + all claims unless the amount has been reinstated.

Please see *The Sum Insured After A Claim*.

Sum insured is determined as the new for old replacement value at today's prices for your **farm structures, farm contents, home building, home contents or valuables**.

It is your responsibility to determine the **sum insured** and review it regularly for its adequacy as underinsurance can expose you to a serious financial loss if a claim occurs.

Terrorism means:

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ethnic, 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.

Theft means:

- + **theft** from you that is not accompanied by intimidation or violence to a person; or
- + **theft** without violent and forceful entry into or exit from a building.

Trailer means:

Your **trailer** plus a winch if it is attached to it.

We, Us, Our means:

The underwriter shown on the **schedule** for their respective section(s).

Making A Claim



This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

Please contact your broker or agent to make a claim. **We** will only accept responsibility for repairs or payments to third parties under a claim where you have advised **us** beforehand and **we** have accepted **our** claim.

What you must do

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim. If you do not, **we** may refuse your claim or reduce the amount **we** pay you.

1. When loss or damage occurs

You must:

- a. take all reasonable steps to reduce the loss or damage and to prevent further damage;
- b. immediately make a full report to the Police if:
 - I. you know or suspect that property has been stolen;
 - II. someone has broken into your premises; or
 - III. someone has caused malicious damage to your property.
- c. not make any admission of liability, offer, promise or payment in connection with any event;
- d. promptly inform **us** by telephone or in person;
- e. preserve any damaged property and make it available for inspection by **our** representative or agent (including a loss adjuster); and
- f. not authorise the repair or replacement of anything without **our** agreement.

2. If you want to make a claim

You must:

- a. fill in **our** claim form if we require you to do so;
- b. return it to **us** within 30 days of the event that gave rise to the claim;
- c. give **us** all the information and documentation which **we** request. If **we** ask for it, you must provide **us** with a statutory declaration verifying the truth of your claim and any matters connected with it; and
- d. immediately send us any court document or other communication you receive about the claim. Do not take any action yourself or ask anyone else to do so on your behalf.

3. Proceedings and negotiations

- a. **we** control all claims.
- b. **we** require that you give **us** all information and assistance **we** may need:
 - I. to settle or defend claims; or
 - II. to recover from others any amount **we** have paid for a claim.
- c. you must allow **us** to:
 - I. make admissions, settle or defend claims on your behalf; and
 - II. take legal action in your name against another person to recover any payment **we** have made on a claim.

We may keep any amount **we** recover in priority to your right to recover any amount that you have lost which is not insured under this policy, whether or not **we** have paid your claim in whole or in part.

4. Discharge of **our** liabilities

At any time **we** can pay to you or on your behalf, for all claims made against you for any one occurrence:

- a. the limit of liability of the section under which the claim is made, after deducting any amounts already paid; or
- b. any lower sum for which the claim may be settled.

If **we** do so the conduct of any outstanding claim(s) will become your responsibility.

We will not be liable to pay any further amounts other than costs, charges, or expenses that **we** agreed to pay before **we** made the payment referred to above.

5. Limits and excess

- a. **we** will not pay more than the **sum insured** in respect of any claim other than those benefits that are identified as payable in addition to the **sum insured**, or unless **we** agree in writing to pay legal costs or expenses in relation to a claim.
- b. you must pay the amount of any **excess** shown in your policy **schedule** for each claim you make. Payment of your **excess** may be requested when you lodge your claim or may be deducted from **our** payment to you.
- c. if you suffer damage which leads to a claim under more than one section of this policy:
 - I. the highest applicable **excess** is payable; but
 - II. only one **excess** is payable (other than **Section 8 – Equine**).

6. Inspection

You must give **us** access to your property at the address or make them available to **us** for inspection if you make a claim.

Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide **us** with any reasonable assistance **we** require to make a claim for contribution from any other insurer(s).

Other insurance

You must notify **us** of any other insurance which will or may, whether in whole or in part, cover any loss insured under your policy.

Policy comes to an end following a total loss

If **we** declare your home, contents, motor vehicle, boat, or farm property a total loss and agree to pay your claim, then insurance for the lost or damaged item(s) will come to an end and you will not be entitled to make any further claim under this policy in relation to the item(s) and:

1. where the premium has been paid in full for the period of insurance there will be no refund of any premium in relation to the item(s); or
2. where the premium is paid by instalments, **we** are entitled to deduct from any claim paid or payable, the balance of the unpaid premium or instalments of premium in relation to the item(s).

Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your policy, **we** won't cover you for that loss, damage or liability.

Providing proof

You must be able to prove to **us** you've suffered a loss covered by your policy before we'll pay **you** for it. **We** may ask you for this proof if you make a claim under your policy. So your claim can be assessed quickly, make sure you keep the following:

- + receipts of purchase or proof of the value of all property insured by this policy.

Recovery action & uninsured loss

If you've suffered loss that wasn't covered by your policy as a result of the incident, **we** may offer to attempt to recover this. You may also specifically ask **us** to recover this for you. You'll need to give **us** documents supporting your loss. Before **we** include any uninsured loss in the recovery action **we'll** also ask you to agree to the basis on which **we'll** handle your recovery action. You may need to contribute to legal costs in some circumstances.

Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and **we** agree, to pay a claim by replacing or paying to replace any items or materials. **We** may sell the items or materials and keep the proceeds. **We** may choose to sell the items or materials to you, provided you agree to pay market price.

Subrogation

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your policy. In the event **we** do so, you agree to give all reasonable assistance for that purpose.

If **we** don't take possession of the damaged property, you can't abandon your responsibilities for the property.

Taxation implications

If you're a business you must tell **us** if you're registered, or are required to be registered, for GST. When you do this, **we** need you to give **us**:

- + Your ABN

The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When **we** pay a claim, your GST status will determine the amount **we** pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless **we** say otherwise, all amounts in your policy are inclusive of GST.

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

General Conditions



Cancelling Your Policy

You may cancel this policy at any time. Your request must be in writing. If you do not specify the date of cancellation, **we** will cancel your policy from the day that **we** receive your request. **We** may only cancel this policy according to the *Insurance Contracts Act 1984 (Cth)*. If **we** do cancel your policy **we** will refund the premium for the unexpired period of cover.

Please Note

Once **we** have paid a total loss claim for an item, cover stops for that item. In such case there will be no refund of premium for that item. This is because **we** will have met **our** obligation under the contract by paying your claim. This applies even if **we** can make a recovery from another party.

If You are Covered by Another Policy

When there is a claim you must tell **us** if there is any other insurance policy that may give full or partial cover for the event claimed.

Limits on multiple liability cover

When a liability claim can be paid under:

- + more than one section of this policy; or
- + both this policy and another policy that **we** have issued to you; **we** will not pay more than the greatest limit of indemnity under any one section or policy.

Please Note

The limits of Indemnity of different sections or policies may not be combined.

Our Rights

Unless **we** give **our** consent to a change in writing:

- + the terms in this policy will bind all parties;
- + **we** will not give up any of **our** rights.

Taking Care

You must:

- + take all reasonable care to prevent loss, damage or injury;
- + comply with all laws and regulations, by-laws and ordinances;
- + make sure that any fire sprinkler system is fully maintained and always active;
- + ensure that the insured property is maintained in good condition.

The Most We Will Pay

Fixed Farm Property
Mobile Farm Property
Burglary
Farm Interruption
Machinery
Electronics
Transit
Equine
Home Buildings
Home Contents
Valuables
Motor - Part A - Own Damage
Personal Liability

The most **we** will pay is the **sum insured** or as specifically stated in one of the sections or parts of sections referred to above.

Personal liability

The most **we** will pay is the **limit of indemnity**.

Please Note

Fixed Farm Property - Farm Structures

This is applicable only to **Farm Structures – Farm Fencing**.

Your claim for **farm fencing** will be subject to capping by **farm fencing replacement rate** as specified by you. It is important that you provide **us** with an accurate estimate of **farm fencing replacement rate** as any underestimation may result in a financial loss to you.

Example 1:

You specify **farm fencing replacement rate** for your **farm fencing** as \$5,000 per kilometre of length. The current replacement value for your **farm fencing** is \$7,500 per kilometre of length. **We** will only pay you \$5,000 per kilometre of length less any **excess**.

Example 2:

You specify **farm fencing replacement rate** for your **farm fencing** as \$8,000 per kilometre of length. The current replacement value for your **farm fencing** is \$7,500 per kilometre of length. **We** will only pay you \$7,500 per kilometre of length less any **excess**.

The Sum Insured After a Claim

A **sum insured** will not be reduced by the amount of a claim unless the item, the subject of the claim, is declared a total loss.

Transfer of This Policy

No interest in this policy can be transferred unless **we** give **our** consent in writing.

What's Not Covered



These apply to all sections of this policy and where a section of this policy has parts each part and the balance of that section not within a part.

Asbestos

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- + the actual, alleged or threatened presence of or exposure to asbestos in any form whatsoever; or
- + any obligation, request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against, indemnify for any costs or damages relating to or in any other way respond to the actual, alleged or threatened presence of asbestos in any form whatsoever.

Notwithstanding any other provisions of this policy, insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof. All other terms and conditions of the policy remain unchanged.

Biological or chemical materials exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Bushfire or named cyclone

Loss or damage occurring within 48 hours from the commencement of the policy that is caused by a bushfire, a grass fire or a named cyclone. This exclusion will not apply if this policy replaces another policy and there is no break in time or you have entered into a contract of sale to sell the situation or into a contract to lease it.

We will not increase the **sum insured** on your policy nor allow an increase in cover under such circumstances.

Claims brought in overseas courts

A claim that is brought in a court that is outside Australia.

Compulsory statutory insurance

Liability that:

- + can be covered under insurance required by Compulsory Statutory Insurance laws;
- + is imposed by Compulsory Statutory laws, industrial award, agreement or determination.

Consequential loss

Consequential loss except that which is given under the *Personal Liability* section of this policy.

Crimes and wilful acts by you

A claim that arises out of criminal or wilful acts by you or with your connivance.

Cybercrime and identity theft

Any loss, damage or liability arising out of cybercrimes or identity **theft** where you initiated, perpetuated or were the victim of a cybercrime or identity **theft**.

Damages

Punitive exemplary or aggravated damages.

Electronic data

Loss or damage caused by:

- + the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**, coding program or software; and/or
- + the malfunction of hardware, software and embedded chips or the unavailability of **electronic data**, or the total or partial inability or failure to receive, send, access or use **electronic data**; and/or
- + error in creating, amending, entering, deleting or using **electronic data**.

Provided that this shall not apply where such loss or damage occurs as a direct result of physical damage that is otherwise insured by this policy.

Fines or penalties

Any fines, penalties, liquidated damages, punitive, aggravated or exemplary damages, how so ever or why so ever imposed.

Fraudulent claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Insured, the Insurer, without prejudice to any other right(s) they might have under this policy, shall be entitled to refuse to pay such claim.

Genetically modified or engineered organisms (GMO)

A claim that is directly or indirectly caused by or arising out of the manufacture, importing, growing, blending, mixing or distributing of **Genetically Modified or Engineered Organisms (GMO)** regardless of any other contributing or aggravating cause or event.

Glass houses, shade houses and structures designed to house growing plants

The glass, plastic, fabric or other material used to cover these structures.

We will cover the permanent structures used to support these materials against accidental loss or damage that is caused by:

- + fire;
- + earthquake;
- + explosion;
- + impact by **vehicles**;
- + lightning;
- + malicious Acts;
- + volcanoes.

Government actions

A claim that arises out of the deliberate act of any government, public or local authority, or corporate entity acting with their expressed permission, including the lawful seizure, confiscation, nationalisation or requisition of the property insured.

Infectious disease

A claim that is directly or indirectly caused by or arising out of Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD) regardless of any other contributing or aggravating cause or event.

Intentional loss

Loss or damage caused by or resulting from any actual or alleged:

- + intention, act or omission;
- + dishonest, fraudulent, reckless, criminal or malicious act;
- + wilful breach of statute, contract or duty; of/by you or any person acting with your knowledge, consent or in concert with you.

Invasion of privacy

Any claim that arises out of you invading the privacy of another person or persons.

Liability by agreement

Liability that you have agreed to accept. **We** will cover you, if you would have been liable without your agreement.

Mine sites exclusion

This policy does not insure liability arising directly or indirectly out of or caused by, through, or in connection with mining or with equipment used in aboveground mine sites or underground mine sites.

Mould and mildew

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

- + mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- any physical loss or damage to insured property;
- any insured peril or cause, whether or not contributing concurrently or in any sequence;
- any loss of use, occupancy, or functionality; or
- any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

Nuclear

Loss of or destruction of or damage to or consequential loss of or any legal liability directly or indirectly caused by or contributed to by or arising from:

- + ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or fission of nuclear fuel;
- + the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- + nuclear weapons material.

Quarantinable infectious diseases

Notwithstanding any provision to the contrary contained within this policy there is no cover for highly pathogenic Avian Influenza or any disease declared to be a listed human disease under the *Biosecurity Act* (as amended) irrespective of whether discovered at the location of your premises, or out-breaking elsewhere.

Radioactive contamination and explosive nuclear assemblies exclusion

This policy does not cover:

- + loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss; or
- + any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Restricted dog breeds or dangerous dog breeds

A claim that is directly or indirectly caused by or arising out of ownership of a Restricted Dog Breed or Dangerous Dog Breed. A Restricted Dog Breed is one that has been classified as such by law. These breeds are prohibited from being imported into Australia and their sale (including advertising), keeping and purchase is strictly regulated under the laws of all Australian States and Territories.

The Restricted Dog Breeds include but are not limited to the following:

- + dingo;
- + dogo Argentino (also known as Argentinean Mastiff);
- + fila Brasileiro;
- + presa Canario;
- + japanese Tosa;
- + american Pit Bull Terrier, Pit Bull Terrier; or
- + a cross breed or offspring of the aforementioned dogs.

Any other dog breed that is classified as a Restricted Dog or Dangerous Dog by any Australian Government, Territory or Local Government Authority will not be covered under this policy.

Restriction on recovery

That part of a claim where you have agreed to limit or exclude your rights to recover your loss from another party.

Sanction limitation

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that to do so may expose **us** to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

State of the fixed farm property

Any loss or damage to **farm structures, farm buildings** and **farm contents** kept therein that are not maintained in good repair and condition. The **farm structures** and **farm buildings** are required to be structurally sound, watertight, **secure** and well-maintained.

State of the home building

Any loss or damage to **home buildings** and **home contents** kept therein that are not maintained in good repair and condition. The **home building** is required to be structurally sound, watertight, **secure** and well-maintained.

Terrorism

Any act(s) of **terrorism** that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of **terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:

- + involves violence against one (1) or more persons; or
- + involves damage to property; or
- + endangers life other than that of the person
- + committing the action; or
- + creates a risk to health or safety of the public or a section of the public; or
- + is designed to interfere with or to disrupt an electronic system.

Unoccupancy

Loss or damage where the **location** or any building containing insured property is left without an inhabitant or regular attendant for any period in **excess** of 90 consecutive days, unless you obtain **our** prior written consent to the unoccupancy.

War and civil war

- + war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, coup, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- + any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- + any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the Loss or damage resulting there from is accidental or intentional;
- + any acts of sabotage;
- + confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or destruction of, or damage to any property or under the order of any Government (whether civil, military or de facto, whether lawful or otherwise) or public or local authority.

Wear and tear and faulty workmanship

Wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, rust, corrosion, rot, normal upkeep or making good, inherent or structural defects, faulty design or faulty workmanship.



Part A
Farm Protection

Farm Protection Definitions

The word and phrase that is shown in red type below has been given a special meaning specific to the following Farm Protection sections only: -

1. Fixed Farm Property
2. Mobile Farm Property
3. Burglary
4. Farm Interruption
5. Machinery
6. Electronics
7. Transit
9. Home Buildings
10. Home Contents
11. Valuables
12. Motor - Part A - Own Damage
13. Personal Liability

Those meanings are shown below.

Business Use means:

Using **your vehicle, caravan, trailer or farm machinery** privately and for **your business** that is shown in the **schedule**. **you** need this cover if **your equipment** is used regularly for farm contracting.

Farm Buildings means:

Permanent buildings used in connection with the farming business insured under this policy, including but not limited to sheds, workshops, garages, seasonal workers accommodation (but not **home buildings**).

Farm buildings includes items of plant permanently installed in the **farm buildings**.

Farm buildings does not mean:

- + **farm structures**;
- + **farm contents**;
- + **home buildings**;
- + **farm fencing**;
- + any item that can be more specifically insured under this policy;
- + unpaved or grassed areas, tracks, roads or paths constructed of dirt or gravel;
- + dams or water reservoirs built into the earth;
- + plants or crops.

Farm Contents means:

- + all **farm contents** on **your farm**; and
- + any office equipment in **your home buildings**;
- + portable pens, sheep dips and stockyards;
- + portable silos;
- + portable solar power units;
- + portable **farm fencing**.

It does not mean any:

- + item that can be more specifically insured under another section of this policy;
- + **home contents**;
- + **valuables**;
- + mobile phone, laptop computer, hand held computer or global positioning system unless they are used for or connected to **your business** as specified in the **schedule**;
- + aircraft; balloon; drone; craft that travels on a cushion of air; rocket or an accessory to such items;
- + business book, document, record or plan except for the material on which they are written or stored. **We** do cover blank stationery;
- + cash, cheque, postal note, **money** order, stamp, credit card voucher or negotiable instrument;
- + jewellery, fur, precious metal or stone;
- + living creature;
- + **farm machinery** nor self-propelled or motor drawn machine or implement not designed specifically for agricultural purposes or used primarily for agricultural purposes;
- + harvested crops;
- + animal semen or embryos, and their containers (cover available under the **Equine** section);
- + beehives
- + motor **vehicle**, motorcycle, motor scooter or an accessory to such items;
- + property that is described under **farm structures**;
- + **vehicle** that runs on rails or an accessory to such a **vehicle**;
- + watercraft or an accessory to a watercraft.

Farm Fencing means:

All internal and boundary fencing, gates, walls and electric fencing (including transformers and energisers) at the **location**, but only to the extent of **your financial interest** in it.

It does not mean any fences that are a part of **your home building**.

Farm Fencing Replacement Rate means:

Your estimate of the current new for old replacement costs, materials and labour inclusive, for reinstating one kilometre of **farm fencing** at the **location** following a claim.

It is important that **you** provide **us** with an accurate estimate of **farm fencing replacement rate** as **your claim settlement** will be subject to it. Any underestimation may result in a financial loss to **you** in the event of a claim.

Farm Structures means:

All permanent **farm structures** including:

- + covered ways;
- + exterior light fittings;
- + Irrigation systems (but not dams or water reservoirs built into the earth);
- + fixed pens, sheep dips and stockyards;
- + pipes and cables;
- + power and telephone poles;
- + fixed silos;
- + fixed solar power units;
- + tanks;
- + fixed **farm fencing** but not hedges;
- + windmills but not wind turbines.

It does not mean any:

- + **farm buildings**;
- + **home buildings**;
- + unpaved or grassed areas, tracks, roads or paths constructed of dirt or gravel;
- + dams or water reservoirs built into the earth;
- + plants or crops.

Flood means:

The covering of normally dry land by water that has escaped or been released from the normal confines of:

- + any lake, or any river, creek or other natural watercourse whether or not altered or modified; or
- + any reservoir, canal or dam.

Home Buildings means:

All the private residential and domestic buildings at the **location** as shown on the **schedule** and their domestic:

- + garages, carports and garden sheds;
- + aerials, masts, satellite dishes and clothes' lines;
- + blinds, awnings, pergolas, gazebos and shade sails that are on the outside;
- + fixed home appliances which are permanently connected to the electrical, gas or plumbing systems such as air conditioners, hot water system, dishwashers, stoves and ducted vacuuming system;
- + fixed wall or floor coverings but not carpets, curtains or internal blinds;
- + fixed light fittings;
- + paved or concrete driveways, paths, terraces and courts;
- + service pipes and cables that **you** own or are legally responsible for;
- + in-ground saunas, spas and swimming pools;
- + title deeds to **your** home covered by this policy;
- + walls, gates, fences but not hedges;
- + a solar power system, a solar hot water heat exchange system and permanently installed rainwater tanks and windmills but not wind turbines.

It does not mean any pontoons, jetties, wharves or moorings.

Home Buildings do not include:

- + boarding houses or hostels;
- + hotels or motels;
- + commercial buildings;
- + exhibition or display homes;
- + **trailer** homes and **caravans**;
- + demountable or portable homes; or
- + any structure used primarily for farm use, with or without the provision for accommodation (cover available under *Farm Buildings* or *Farm Structures* in the *Fixed Farm Property* section).

We will refuse a claim and cancel **your** policy if **your home buildings** is or becomes any of these.

Home Contents means:

Your household goods and personal effects that **you** own or which are in **your** care and for which **you** are legally responsible including:

- + carpets, curtains or internal blinds;
- + mobile phone, laptop and tablet computers or global positioning systems valued up to \$3,000 per item.
(Please refer to *Extra Benefit – Temporary Removal of Home Contents (Worldwide Cover)* for cover away from the **location**);
- + furniture and furnishings;
- + home and garden appliances;
- + remote controlled model aircraft but not **drones**, and their accessories where the current replacement value is not more than \$1,000;
- + remote controlled model watercraft and its accessories where the current replacement value is not more than \$1,000;
- + motorised golf buggies, ride on lawn mowers, wheelchairs and mobility scooters;
- + motorcycles up to 250cc capacity, which do not require to be registered, and are not used for racing or farm purposes;
- + bicycles with current replacement value up to \$5,000;
- + home office equipment other than mobile phones, laptops or tablet computers and global positioning systems;
- + portable spas, portable saunas and above-ground swimming pools including their accessories;
- + tools of trade;
- + computer software and media purchased online, e.g. music, software and videos;
- + surfboards, surf-skis and sail boards but not jet skis;
- + watercraft up to 4 metres long that is unpowered or powered by a motor less than 10hp and with current replacement value up to \$2,000, and its accessories.

It does not mean any:

- + mobile phone, laptop and tablet computers or global positioning systems valued over \$3,000 per item (cover available under the *Valuables* section);
- + aircraft, balloon, drone, craft that travels on a cushion of air or a rocket, and their accessories other than a remote controlled model aircraft with current replacement value less than \$1,000;
- + **caravan**, mobile home, motor **vehicle**, motorcycle or motor scooter above 250cc capacity, **trailer**, horse float or an accessory to these items;
- + fixture, fitting or fixed appliance at the **location** if **you** own:
 - the building that contains them; or
 - the Strata or Group Title unit that contains them and it is the Governing Body's duty to insure them;
- + living creature;
- + hearing aid (cover available under the *Valuables* section);
- + loose or unset gemstones;
- + stock used in a business, trade or profession;
- + loose or compacted soil, earth, gravel, pebbles, rocks or granular rubber;
- + unfixed **home building** materials and uninstalled home fixtures or fittings;
- + watercraft which is more than 4 metres long or with current replacement value greater than \$2,000, and its accessories.

Limit of Indemnity (this applies to claims made against **you**) means: The amount that is shown in the **schedule**. This amount is the most that **we** will pay for an occurrence or a series of **occurrences** that arise from one cause or from continuous or repeated exposure to substantially the same general condition.

Location means:

The land on which the items covered by this policy are situated at the address shown in the **schedule**.

In relation to cover for **your home buildings, home contents, valuables** and personal liability, **location** means the land on which **your home building** is situated and the yard or garden surrounding it that **you** use primarily for domestic residential purposes, at the address as shown in the **schedule**.

Valuables means:

Personal belongings that **you** normally wear or carry. **Valuables** may include, but are not limited to, the following items:

- + jewellery, gold and silver articles, furs and watches;
- + mobility scooters and wheelchairs;
- + prescription glasses, sun glasses and medical items including hearing aids;
- + portable electronic devices including mobile phones, laptops and tablet computers or global positioning systems;
- + sporting or recreational equipment including bicycles, skateboards, surf boards, surf skis, sail boards and camping equipment;
- + cameras, video cameras and other photographic equipment; or
- + musical instruments that are for personal use.

It does not mean:

- + loose or unset gemstones;
- + **money**, bullion or negotiable instruments of any kind;
- + any **collection** or work of art;
- + goods for **business use** or tools of trade; or
- + a **vehicle**.

Vehicle means:

Your motor **vehicle**, any motorcycle that is used for **farm use** or that needs to be registered, and if they are attached to or in them when they are lost or damaged, any:

- + modifications, options or accessories that are shown in the **schedule**;
- + alarm;
- + **child** safety seat or baby capsule;
- + standard equipment.

You, Your, Yours, Yourself means:

- + each legal entity that is shown in the **schedule** as the insured;
- + under the *Home Buildings, Home Contents, Personal Liability and Valuables* sections, **you, your, yours, yourself** is extended to include those persons who are not shown in the **schedule** but who normally live with the insured as a family at the **location**.

The word and phrase that is shown in red type below has been given a special meaning specific to the following Farm Protection sections only: -

8. Equine

Those meanings are shown below.

Condition means:

Any affliction that causes **your horse** discomfort, dysfunction, distress, including **injuries**, disabilities, disorders, syndromes, infections, isolated symptoms, deviant behaviours, and atypical variations of structure and function and/or **death**.

Clinical Signs means:

Changes in **your horse's** normal healthy state, **condition** or appearance or its bodily functions.

Dies or Death means:

Your horse that dies and includes slaughter for humane reasons.

Foal means:

A horse up to one year of age.

Illness means:

Any change to **your horse's** normal healthy physical state or appearance, sickness or disease first diagnosed during the period of insurance.

Injury means:

A physical injury resulting solely and directly from an accident, not any injury that happens over a period of time or is of a gradual nature.

Loss means:

Death from accident, illness, disease or, with **our** written consent, destruction for humane reasons where such reasons are certified by a **vet**.

Pre-existing condition means:

Any **condition(s)** or symptoms or signs of that **condition** occurring or existing in any form prior to the policy commencement date, or any **injury**, **illness** or symptoms or signs of that **injury** or **illness** occurring or existing in any form during the waiting period.

Specified Illness means:

Any of the following illnesses:
anthrax, adenovirus, anaplasmosis, babesiosis, blue tongue, caprine arthritis encephalitis, distemper, footrot, johnes disease, hepatitis, parvo, pleuro pneumonia, swine fever, tuberculosis and rinderpest.

Situation means:

The place specified in the policy **schedule** and while temporarily removed anywhere within Australia including transit thereto.

Veterinarian/Vet means:

A registered, qualified veterinarian, specialist veterinarian, vet practice, clinic, hospital, centre including referral hospitals, licensed to practice in Australia, other than one who may be the insured.

Veterinarian Fees means:

The amount **vet**s in general or referral practice reasonably and generally charge.

Veterinarian Treatment means:

Any examination, consultation, advice, tests, x-rays, legally prescribed medication, surgery and nursing required to treat an **illness** or **injury** that is provided by a veterinary practice or a **vet** nurse or another member of the vet practice, under the supervision of the **vet**, which is not routine or elective treatment.

Your horse means:

Your horse(s) described in your policy **schedule**.

Cover Sections – Fixed Farm Property

What's Covered

Farm buildings

Farm structures

Your **farm buildings** and **farm structures** that are listed in the **schedule**. They are covered while they are at the **location** against accidental loss or damage.

Harvested crops

Harvested crops that **you** have grown or bought that are at the **location**. They are covered against accidental loss or damage that is caused by:

- + fire;
- + earthquake;
- + explosion;
- + impact by **vehicles**;
- + lightning;
- + malicious acts; or
- + volcanoes.

What's Not Covered

Farm buildings

Farm structures

Harvested crops

1. Alterations and Repairs

Any loss that arises from altering, cleaning, mending or restoring.

2. Boilers

Loss of or damage to a boiler or pressure vessel (and their **contents**) if it is due to their own explosion or collapse. Other loss or damage that is due to the explosion or collapse is covered.

3. Breakdown

Electrical or mechanical fault or breakdown.

4. Electric Motors

Fusion damage to electric motors. Damage that is caused by fire started by fusion is covered.

5. Faulty Design

- fault error or omission in design; or
- latent, structural or inherent defect;
- use of faulty materials.

However, **we** will pay for the resultant loss or damage that is caused directly by an insured event if **you** did not know (or could not reasonably have known about) the fault, error or omission, latent structural or inherent defect or use of faulty materials at the time of the loss.

Under no circumstances will **we** repair the fault, error or omission in design, plan or specification, latent, structural or inherent defect or use of faulty materials.

6. Gradual Deterioration

Rot, wear and tear, rust, corrosion or gradual deterioration.

7. Hail Netting

Your hail netting unless it is contained in a structure that is fully enclosed by walls and roof. The most **we** will pay for this benefit is the amount listed in the **schedule**.

8. Impact by Animals

Loss or damage to **farm fencing**, stockyards, or animals that is caused by animals.

9. Impact by Trees

- any loss or damage caused by the impact of trees or parts of trees as a result of their felling or lopping or pruning;
- the costs to cut down or remove a tree if it did not cause damage to **your farm buildings** or **farm structures**;
- the cost to remove the tree stump from the ground.

10. Minor Damage

Chips, dents or scratches.

11. Perils Not Covered

Loss or damage that arises from:

- a malicious act that is committed by a tenant or person who normally lives at the **location**;
- erosion;
- **flood**, the sea or a tidal wave;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- land movement unless it is caused by an earthquake;
- light;
- the actions of domestic animals or pets;
- pollution;
- **burglary**, house breaking, larceny or **theft**;
- tree roots; or
- water that seeps into **your farm buildings** or **farm structures**;
- water that enters **your farm buildings** or **farm structures** through an opening made for the purpose of alteration, extension or repair.

12. Process or Use

Loss of or damage to property that is caused by:

- a process to which it has been subjected; or
- its own use.

13. Spontaneous Combustion

We will not pay for any loss, destruction, or damage caused by spontaneous combustion, fermentation or by heating or process of heating. **We** will pay for loss, destruction or damage caused by the spontaneous combustion of hay.

14. State of the Fixed Farm Property

Any loss or damage to **farm structures, farm buildings** and **farm contents** kept therein that are not maintained in good repair and condition. The **farm structures** and **farm buildings** are required to be structurally sound, watertight, **secure** and well-maintained.

15. Storm Damage

Any claim arising from:

- storm damage to **farm fencing** if it is not structurally sound or well maintained;
- storm damage or storm water run-off damage to retaining walls;
- loss or damage caused by water which enters through an opening in the roof not created by the storm;
- storm damage or storm water run-off damage to gravel or unsealed driveways, paths, terraces, courts and courtyards, land or grassed areas.

16. Unexplained Loss

Loss that is unexplained or only is discovered when an inventory is taken.

17. Vacant Farm

Loss or damage if **your** farm is unoccupied for more than 90 consecutive days unless **we** have agreed in writing to a longer period.

How We Pay Claims

Farm Buildings

Farm Structures

How your claim is settled

We will at **our** option either:

- + repair or replace **your farm buildings** and **farm structures**; or
- + make a cash payment.

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

How your claim is valued

Farm Buildings and Farm Structures (excluding Farm Fencing)

1. New for Old

What it would cost now to build **your farm buildings** and **farm structures**.

2. Other Costs

In addition to the **sum insured**, **we** will also pay up to 10% of the **farm buildings** or **farm structures** (excluding **farm fencing**) **sum insured** for the cost of:

- fees, demolition, removing debris and propping up that are needed to rebuild or repair **your farm buildings** or **farm structures** following an incident that **we** have agreed to cover;
- complying with the current building and planning rules. **we** will not pay for work that **you** have been officially ordered to do before the loss or damage took place.

3. Using Other Materials, Style or Site

If it costs no more **you** may:

- use different materials;
- rebuild at a different place or in a different style if **your farm buildings** or **farm structures** are destroyed.

4. If You don't Rebuild, Repair or You Delay

We will only pay what it would cost now to repair or rebuild **your farm buildings** or **farm structures** less an allowance for age, use and wear if **you** do not:

- want them repaired or rebuilt; or
- repair or rebuild them in a reasonable time.

5. If Your Farm Building or Farm Structure is a Home Building

If **your** farm building or farm structure is a previously used **home building** but primarily used as a farm storage shed or farm building at the time of its total loss, **we** will replace it with an equivalent storage shed or farm building in the context of its use on the farm.

6. Special Architectural Features

If **your** farm building or farm structure has architectural features or structural materials possessing an ornamental or historical character for which the original materials are not available, **we** will only pay the necessary costs to repair or replace the Farm Building or Farm Structure to a reasonably equivalent appearance and capacity, using the original design and suitably equivalent materials that are readily available in Australia.

Farm Structures - Farm Fencing

1. New for Old

We will pay **you** the cost of materials and labour that is required to reinstate **your farm fencing** subject to capping by the **farm fencing replacement rate** as specified by **you**, and up to the **sum insured**.

We will not pay any costs for replacing or relocating undamaged **farm fencing**.

2. Other Costs

In addition to the **sum insured**, **we** will also pay up to 10% of the **farm fencing sum insured** for the cost of:

- fees, demolition, removing debris and propping up that are needed to rebuild or repair **your farm fencing** following an incident that **we** have agreed to cover;
- complying with the current building and planning rules. **we** will not pay for work that **you** have been officially ordered to do before the loss or damage took place.

3. Using Other Materials, Style or Site

If it costs no more **you** may:

- use different materials;
- rebuild at a different place or in a different style if **your farm fencing** is destroyed.

Harvested crops

How your claim is settled

We will at **our** option either:

- + replace **your** harvested crops; or
- + make a cash payment.

How your claim is valued

The **market value** of **your** harvested crops when the loss or damage took place.

Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Alterations and Additions

We will cover any alterations or additions to existing **farm buildings** or **farm structures** at the **location** which occur during the period of cover, for a period of 30 days or until next renewal whichever is the sooner.

The most **we** will pay under this benefit is the lesser of \$50,000 or the replacement cost of the alteration or addition to the existing farm building or farm structure.

2. Claim Preparation Costs

We will pay for those costs that **you** incur in providing the claim details that **we** need. The cost must be reasonable. The most that **we** will pay under this benefit is \$20,000 for any one claim.

We will only pay these costs under one section of **your** policy for any one claim or series of claims resulting from any one occurrence.

3. Employees' Property

We will cover **your employees'** clothing, tools and personal effects at the **location** if:

- the loss or damage was due to a peril covered under the policy but excluding **burglary** or **theft**, and accidental damage; and
- the loss or damage takes place at the **location**, and
- the **employee** cannot claim the loss or damage under another policy.

We will not pay for **money**, bullion or other negotiable instruments under this benefit.

The most **we** will pay if these possessions are lost or damaged is \$5,000 for any one **employee** limited to \$10,000 any one loss.

4. Fire Extinguishment

We will pay the costs necessarily incurred for extinguishing a fire at or in the vicinity of the **location**. The cost must be reasonable.

We will not pay more than \$20,000 under this benefit.

5. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the accidental damage takes place.

6. New Farm Buildings or Farm Structures

We will automatically cover from completion, any new farm building or farm structure at the **location** against accidental damage, for a period of 30 days or until next renewal whichever is the sooner.

The most **we** will pay under this benefit is the lesser of \$200,000 or the replacement cost of the new farm building or farm structure.

You must advise **us** within 30 days if **you** wish to insure the new farm building or farm structure under this policy beyond this period and pay any additional premium applicable.

If **you** make a claim for loss or damage to the new farm building or farm structure during the period in which this additional benefit is applicable, **you** will be required to pay any additional premium payable to insure the new farm building or farm structure from the date of their completion.

7. Prevention of Access

We will cover **you** if **your** customer cannot access **your location** to collect milk or other perishable farm produce as a result of a natural disaster other than **flood**.

The amount **we** pay **you** under this benefit will be based on the average wholesale price of milk or other farm produce over the last 5 days prior to the claim.

The most **we** will pay under this benefit is \$10,000 for any one loss.

8. Records

We will pay **you** for the cost of restoring **your** lost or damaged farm records. The loss or damage must result from damage that is covered by **farm buildings** and **farm structures** in this section.

We will not pay more than \$10,000 under this benefit.

9. Trees Used for Windbreaks or Erosion Control

If the trees are **securely** fenced preventing access by livestock, **we** will cover the cost of removing burnt out tree stumps and replacing them with seedlings.

We will not pay more than \$10,000 under this benefit.

Cover Sections – Mobile Farm Property

What's Covered

Farm contents

Your **farm contents** that are listed in the **schedule**. They are covered while they are at any one **location** or while in transit between any two locations shown in the **schedule** against accidental loss or damage.

Farm machinery

Your **farm machinery**. It is covered against accidental loss or damage that takes place in Australia and is caused by:

- + fire;
- + earthquake;
- + explosion;
- + impact by anything that flies or falls from the sky;
- + lightning;
- + malicious acts;
- + storm; or
- + volcanoes.

Livestock

Your farm animals that are listed in the **schedule**. They are covered while they are at any one **location** or while in transit between any two locations shown in the **schedule** against accidental death that is caused by:

- + fire;
- + earthquake;
- + electrocution;
- + explosion;
- + impact by **vehicles**;
- + labour or public disturbance;
- + lightning;
- + malicious acts;
- + storm directly resulting in death from impact or
- + volcanoes.

Working dogs

Your dogs that **you** use for **your** farm work but are not older than 10 years of age. They are covered against accidental death that takes place in Australia.

What's Not Covered

Farm contents

Farm machinery

Livestock

Working dogs

1. Alterations and Repairs

Any loss that arises from altering, cleaning, mending or restoring.

2. Boilers

Loss of or damage to a boiler or pressure vessel (and their contents) if it is due to their own explosion or collapse. Other loss or damage that is due to the explosion or collapse is covered.

3. Breakdown

Electrical or mechanical fault or breakdown.

4. Electric Motors

Fusion damage to electric motors. Damage that is caused by fire started by fusion is covered.

5. Faulty Design

- fault error or omission in design; or
- latent, structural or inherent defect.

6. Gradual Deterioration

Rot, wear and tear, rust, corrosion or gradual deterioration.

7. Hail Netting

Your hail netting. (Cover available for hail netting under the **fixed farm property** section while it is contained in a structure that is fully enclosed by walls and roof.)

8. Impact by Animals

Loss or damage to **farm fencing**, stockyards, or animals that is caused by animals.

9. Impact by Trees

- any loss or damage caused by the impact of trees or parts of trees as a result of their felling or lopping or pruning;
- the costs to cut down or remove a tree if it did not cause damage to **your farm structures** or **farm contents**;
- the cost to remove the tree stump from the ground.

10. Minor Damage

Chips, dents or scratches.

11. Perils Not Covered

Loss or damage that arises from:

- a malicious act that is committed by a tenant or person who normally lives at the **location**;
- erosion;
- **flood**, the sea or a tidal wave;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- land movement unless it is caused by an earthquake;
- light;
- the actions of domestic animals or pets;
- pollution;
- **burglary**, house breaking, larceny or **theft**;
- tree roots; or
- water that seeps into **your farm structures**.

12. Process or Use

Loss of or damage to property that is caused by:

- a process to which it has been subjected; or
- its own use.

13. Spontaneous Combustion

We will not pay for any loss, destruction, or damage caused by spontaneous combustion, fermentation or by heating or process of heating. **We** will pay for loss, destruction or damage caused by the spontaneous combustion of hay.

14. Storm Damage

Any claim arising from loss or damage caused by water which enters through an opening in the roof not created by the storm.

15. Unexplained Loss

Loss that is unexplained or only is discovered when an inventory is taken.

16. Vacant Farm

Loss or damage if **your** farm is unoccupied for more than 90 consecutive days unless **we** have agreed in writing to a longer period.

How We Pay Claims

Farm contents

How your claim is settled

We will at **our** option either:

- + repair or replace **your farm contents**; or
- + make a cash payment.

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

How your claim is valued

1. New for Old

What it would cost new if **you** bought them now.

2. The Most We Will Pay

We will not pay more than \$2,000 for a curio or work of art. **We** will not apply this limit to those items that are listed in the **schedule**.

Farm machinery

How your claim is settled

We will at **our** option either:

- + replace **your farm machinery**; or
- + make a cash payment.

How your claim is valued

The **market value** of **your farm machinery** when the loss or damage took place.

For any specified **farm machinery**, **we** will pay the sum insured that is listed in the **schedule** for that item or the **market value** whichever is the lesser.

For any unspecified **farm machinery**, **we** will pay up to \$5,000 per item or its current **market value**, whichever is the lesser. The most **we** will pay for all unspecified **farm machinery** is the **sum insured** for unspecified **farm machinery** as shown on **Your schedule**.

Livestock

How your claim is settled

We will at **our** option either:

- + replace **your farm animals**; or
- + make a cash payment.

How your claim is valued

The **market value** of **your farm animal** immediately before the death took place or the **sum insured** of **your farm animal**, whichever is the lesser.

Working dogs

How your claim is settled

We will at **our** option either:

- + replace **your working dogs**; or
- + make a cash payment.

How your claim is valued

The amount that is shown in the **schedule** for **your working dog**.

Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Claim Preparation Costs

We will pay for those costs that **you** incur in providing the claim details that **we** need. The cost must be reasonable.

The most that **we** will pay under this benefit is \$20,000 for any one claim.

We will only pay these costs under one section of **your** policy for any one claim or series of claims resulting from any one occurrence.

2. Employees' Property

We will cover **your employees'** clothing, tools and personal effects at the **location** if:

- the loss or damage was due to a peril covered under the policy but excluding **burglary** or **theft**, and accidental damage; and
- the loss or damage takes place at the **location**; and
- the **employee** cannot claim the loss or damage under another policy.

We will not pay for **money**, bullion or other negotiable instruments under this benefit.

The most **we** will pay if these possessions are lost or damaged is \$5,000 for any one **employee** limited to \$10,000 any one loss.

3. Fire Extinguishment

We will pay the costs necessarily incurred for extinguishing a fire at or in the vicinity of the **location**. The cost must be reasonable. **We** will not pay more than \$20,000 under this benefit.

4. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the accidental damage takes place.

5. Prevention of Access

We will cover **you** if **your** customer cannot access **your location** to collect milk or other perishable farm produce as a result of a natural disaster other than **flood**.

The amount **we** pay **you** under this benefit will be based on the average wholesale price of milk or other farm produce over the last 5 days prior to the claim.

The most **we** will pay under this benefit is \$10,000 for any one loss.

6. Records

We will pay **you** for the cost of restoring **your** lost or damaged farm records. The loss or damage must result from damage that is covered by **farm contents** of this section.

We will not pay more than \$10,000 under this benefit.

Optional Extras

You may add the following optional benefits to **your** policy for any additional premium that may be applicable subject to general and benefit specific exclusions.

1. Dog Attack

We will extend Livestock under this section to cover the death of **your** livestock that is caused by an attack by a dog. This includes the humane killing of **your** livestock that arises from such an attack.

The humane killing must be certified by a registered veterinary surgeon.

But **we** will not cover **you** if the dog or dogs are owned by:

- a person who lives on **your** farm;
- **you**;
- **your employee**.

The most that **we** will pay under this optional extra is \$50,000 in any one period of cover shown on the **schedule**.

2. Portable Items

We will extend **farm contents** under this section to cover **your farm contents** anywhere in Australia.

3. Theft of Livestock

Provided **you** have taken out cover for livestock under the *Mobile Farm Property* section, **we** will extend livestock under this section to cover accidental loss or damage caused by **theft**. The **theft** must be reported to the Police.

How your claim is valued

We will pay **you** the **market value** of **your** animal/s immediately before the **theft** or the **sum insured** per animal, whichever is the lesser.

How your claim is settled

The most **we** will pay for this optional benefit is \$10,000 per event and \$20,000 in the period of cover or the total **sum insured** for livestock as shown on **your schedule** whichever is the lesser, less any **excess**.

Cover Sections – Burglary

What's Covered

Your **farm buildings** at the **location** shown in the **schedule** and **farm structures, farm contents** and **farm machinery** that are at any one **location** or while in transit between any two locations shown in the **schedule**. They are covered against loss or damage that is caused by **burglary**.

What's Not Covered

You are not covered for:

- + loss that is unexplained or only is discovered when an inventory is taken;
- + loss or damage if **your** farm is unoccupied for more than 90 consecutive days unless **we** have agreed in writing to a longer period;
- + loss of or damage to **money**;
- + **burglary** or **theft** that is committed by **you**, a tenant or person who normally lives at the **location**;
- + **burglary** or **theft** of livestock or working dogs;
- + loss from a **vehicle** without forcible and violent entry.

How We Pay Claims

Farm buildings, farm structures and farm contents

How your claim is settled

We will at our option either:

- + repair or replace **your farm buildings, farm structures** and **farm contents**; or
- + make a cash payment.

How your claim is valued

Farm Buildings and Farm Structures (excluding Farm Fencing)

1. New for Old

What it would cost now to build **your farm buildings** or **farm structures**.

2. Other Costs

In addition to the **sum insured**, **we** will also pay up to 10% of the **farm buildings** or **farm structures** (excluding **farm fencing**) **sum insured** for the cost of:

- fees, demolition, removing debris and propping up that are needed to rebuild or repair **your farm buildings** or **farm structures** following an incident that **we** have agreed to cover;
- complying with the current building and planning

rules. **We** will not pay for work that **you** have been officially ordered to do before the loss or damage took place.

3. Using Other Materials, Style or Site

If it costs no more **you may**:

- use different materials;
- rebuild at a different place or in a different style if **your farm buildings** or **farm structures** are destroyed.

4. If You don't Rebuild, Repair or You Delay

We will only pay what it would cost now to repair or rebuild **Your farm buildings** or **farm structures** less an allowance for age, use and wear if **you** do not:

- want them repaired or rebuilt; or
- repair or rebuild them in a reasonable time.

Farm Structures - Farm Fencing

1. New for Old

We will pay **you** the cost of materials and labour that is required to reinstate **your farm fencing** subject to capping by the **farm fencing replacement rate** as specified by **you**, and up to the **sum insured**.

We will not pay any costs for replacing or relocating undamaged **farm fencing**.

2. Other Costs

In addition to the **sum insured**, **we** will also pay up to 10% of the **farm fencing sum insured** for the cost of:

- fees, demolition, removing debris and propping up that are needed to rebuild or repair **your farm fencing** following an incident that **we** have agreed to cover;
- complying with the current building and planning rules. **We** will not pay for work that **you** have been officially ordered to do before the loss or damage took place.

3. Using Other Materials, Style or Site

If it costs no more **you may**:

- use different materials;
- rebuild at a different place or in a different style if **your farm fencing** is destroyed.

Farm Contents

1. New for Old

What it would cost new if **you** bought it now.

2. The Most We Will Pay

We will not pay more than \$2,000 for a curio or work of art. **We** will not apply this limit to those items that are listed in the **schedule**.

Farm machinery

How your claim is settled

We will at our option either:

- + replace **your farm machinery**; or
- + make a cash payment.

How your claim is valued

The **market value** of **your farm machinery** when the loss or damage took place:

- + for any specified **farm machinery**, we will pay the **sum insured** that is listed in the **schedule** for that item;
- + for any unspecified **farm machinery**, we will pay up to \$5,000 per item or its current **market value**, whichever is the lesser. The most we will pay for all unspecified **farm machinery** is the **sum insured** for unspecified **farm machinery** as shown on **your schedule**.

Extra Benefits

When we accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Claim Preparation Costs

We will pay for those costs that **you** incur in providing the claim details that we need. The cost must be reasonable.

The most that we will pay under this benefit is \$20,000 for any one claim.

We will only pay these costs under one section of **your** policy for any one claim or series of claims resulting from any one occurrence.

2. Damage by Burglars

We will cover **you** against damage to **your** premises caused by a burglar if **you** are responsible for such damage under the terms of a written lease.

We will not pay more than \$5,000 under this benefit.

3. Employees' Property

We will cover **your employees'** clothing, tools and personal effects at the **location** for any loss or damage caused by **burglary** or **theft**.

We will only pay this benefit if the **employee** cannot claim the loss or damage under another policy.

The most we will pay if these possessions are lost or damaged is \$5,000 for any one **employee** limited to \$10,000 any one loss. The **burglary** or **theft** must be reported to the Police.

4. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. We will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the accidental damage takes place.

5. Locks and Keys

If a key to an external door or window of **your** farm structure is stolen, we will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of a similar make or model. The **theft** must be reported to the Police.

The most that we will pay under this benefit is \$10,000.

6. Records

We will pay **you** for the cost of restoring **your** lost or damaged farm records. The loss or damage must result from damage that is covered by this section.

We will not pay more than \$10,000 under this benefit.

7. Temporary Protection

We will pay for the temporary protection of **your** property covered by this section after a **burglary** or an attempted **burglary**. **You** must need such protection and the costs must be reasonable.

We will not pay more than \$10,000 under this benefit.

Optional Extras

You may add the following optional benefits to **your** policy for any additional premium that may be applicable subject to general and benefit specific exclusions.

1. Portable Items

We will extend this section to cover **your farm contents** anywhere in Australia.

2. Theft of Farm Machinery

We will extend this section to cover accidental loss or damage caused by **theft**.

3. Theft of Farm Structures and Farm Contents

We will extend this section to cover malicious damage caused by **theft**.

Cover Sections – Farm Interruption

What's Covered

Part A – Loss of farm income

Loss of **farm income**. The loss must result from an interruption to **your** farm. The interruption must be caused by damage that is covered by *Farm Buildings* or *Farm Structures* under the *Fixed Farm Property* section or *Farm Contents* under the *Mobile Farm Property* section of this policy. **We** must have agreed to pay a claim for that damage or would have except for the application of an **excess**.

Part B – Loss of agistment income

Loss of agistment income. The loss must result from damage to **your** pastures or fencing. The damage must:

- + be caused by fire; and
- + require that the agisted stock be moved to another farm.

Part C – Extra costs

Those extra costs that are needed for the sole purpose of keeping **Your** farm running normally after an interruption. The interruption must result from damage:

- + that is covered by the *Fixed Farm Property* and *Mobile Farm Property* sections of this policy. **We** must have agreed to pay a claim for that damage or would have but for the application of an **excess**;
- + to **farm machinery** that is covered by the *Motor* section of this policy. **We** must have agreed to pay a claim for that damage or would have but for the application of an **excess**;
- + to **your** pastures by fire.

Part D – Shearing delays

The extra wages that **you** have to pay due to a delay in shearing **your** livestock. The delay must be caused by the moisture content of their fleece that prevents shearing. The moisture content must not be less than the level shown in the relevant shearing award.

The most **we** will pay under *Part D Shearing Delays* is \$50,000 in any one period of cover as shown on the **schedule**.

What's Not Covered

Part A – Loss of farm income

1. **If You Cease Farming**
Loss of **farm income** if **you** decide to stop farming or **you** don't restart it after an interruption.

Part B – Loss of agistment income

2. **Pastures and Fences Not Restored**
Loss of **agistment income** if **you** decide not to:
 - restore **your** pastures; or
 - repair or replace **your** fencing.

Part C – Extra costs

3. **Damaged Property Not Repaired**
Any extra costs if **you** decide not to repair or replace the damaged property.

Part D – Shearing delays

4. **Livestock Not Mustered**
Extra wages if **your** livestock have not been mustered or yarded at the **location**.
5. **No Written Contract**
Extra wages if **you** do not have a written contract with a shearing contractor.
6. **Time Delay**
The first 24 hours of any delay.

How We Pay Claims

Part A – Loss of farm income (not agistment income)

We will pay **you** for **your** loss of **farm income**. The loss will be calculated by comparing the **farm income** that **you** earned during the **indemnity period** with the farm income that **you** earned during the corresponding period in the 12 months immediately before the interruption occurred. Adjustments will be made:

- + for business fluctuations;
- + for savings that result from the interruption;
- + where the **indemnity period** exceeds 12 months;
- + where **you** have not been farming for the full 12 months before the loss took place.

We will also pay for those extra costs that will minimise loss of **farm income** provided they do not exceed the savings made.

Part B – Loss of agistment income

We will pay **you** for **your** loss of **agistment income**.

The loss will be calculated by comparing the **agistment income** that **you** earn during the **indemnity period** with the **agistment income** that **you** earned during the corresponding period in the 12 months immediately before the damage occurred. Adjustments will be made:

- + for business fluctuations;
- + for savings resulting from the interruption;
- + where the **indemnity period** exceeds 12 months;
- + where **you** have not been farming for the full 12 months before the loss took place.

We will also pay for those extra costs that will minimise loss of **agistment income** provided they do not exceed the savings made.

Part C – Extra costs

We will pay **you** for those extra costs needed to keep **your** farm running normally. The costs must be:

- + incurred during the indemnity period; and
- + reasonable.

Part D – Shearing delays

We will pay **you** 90% of the award rate for those **employees**:

- + needed to hand feed and care for **your** livestock;
- + who are temporarily idle.

The extra wages must be:

- + incurred solely because of the delay;
- + reasonable.

The maximum amount that **we** will pay under this benefit is \$50,000 in any period of cover as shown in the **schedule**.

Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Claim Preparation Costs

We will pay for those costs that **you** incur in providing the claim details that **we** need. The cost must be reasonable.

The most that **we** will pay under this benefit is \$20,000 for any one claim.

We will only pay these costs under one section of **your** policy for any one claim or series of claims resulting from any one occurrence.

2. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the loss takes place.

3. Prevention of Access

Those extra costs as covered by this section that result from obstruction of access to the **location**. The obstruction must be caused by damage that would have been covered by the *Fixed Farm Property* and *Mobile Farm Property* sections of this policy.

Cover Sections – Machinery

What's Covered

Part A – Machinery breakdown

Your electrical or mechanical machinery and its electronic controllers, whether standalone or as a part of a **milking shed** or a shearing shed, that is up to 30 years old and as shown in the **schedule**. It is covered while it is at any one **location** or while in transit between any two locations shown in the **schedule** against accidental breakdown.

Part B – Boiler

Your boilers and pressure vessels that are shown in the **schedule**. They are covered while they are at the **location** against:

- + explosion;
- + sudden collapse; or
- + accidental breakdown.

Part C – Refrigerated farm produce

Your refrigerated farm produce that is at the **location**. It is covered against:

- + spoilage that is caused by the failure of the cooling system due to accidental:
 - breakdown of the machinery;
 - escape of the refrigerant; or
 - severance of the energy supply that takes place outside the **location**;
- + contamination by the refrigerant accidentally escaping into the refrigerated compartment.

What's Not Covered

Part A – Machinery breakdown;

Part B – Boiler; and

Part C – Refrigerated farm produce

1. **Alteration**
Alteration or addition.
2. **Cavitation or Scratching**
Cavitation or scratching of painted or polished surfaces.
3. **Cover Elsewhere in this Policy**
Loss or damage that can be covered by another section of this policy.

4. Failure to Make Repairs

Further damage to an item that has broken down, if it is used before being properly repaired.

5. Gradual Deterioration

Replacement or repairs that are due to gradual deterioration.

6. Machinery More Than 30 Years Old

Any loss or damage resulting from a breakdown of machinery which is more than 30 years old based on the date of manufacture.

7. Maintenance and Overhaul

Preventative maintenance or overhaul.

8. Parts Not Covered

The cost of repairing or replacing any:

- belt, chain, rope or wire;
- ceramic, glass or porcelain component;
- cutting blade;
- die;
- electrical contact;
- engraved cylinder;
- exchangeable tool;
- fabric or felt;
- filter or sieve;
- fuel;
- fuse;
- heating element;
- jointing or packing;
- lubricant;
- refrigerant dryer;
- refractory;
- thermostat;
- thermostatic expansion valve;
- tyre;
- operating media.

9. Perils Not Covered

Loss or damage that arises from:

- **flood**, the sea or a tidal wave;
- land movement;
- smoke or soot;
- water.

10. Worn Parts

The replacement of a worn part that is due to normal use.

How We Pay Claims

Part A – Machinery breakdown

How your claim is settled

We will at our option either:

- + repair or replace **your** machinery; or
- + make a cash payment.

How your claim is valued

What it would cost to restore a damaged item to the same condition that it was in immediately before the breakdown. We will not make a deduction for use and wear.

Part B – Boiler

How your claim is settled

We will at our option either:

- + repair or replace **your** boiler; or
- + make a cash payment.

How your claim is valued

What it would cost new if **you** bought it now.

Part C – Refrigerated farm produce

How your claim is settled

We will at our option either:

- + replace **your** farm produce; or
- + make a cash payment.

How your claim is valued

We will use the wholesale value of **your** perishable farm produce over the last 5 days prior to the claim. The most we will pay during any one period of cover is the **sum insured** as specified in the **schedule**.

Extra Benefits

When we accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Additional Machinery

We will cover **your** new machinery that is similar to **your** existing machinery covered under this section from the time of purchase for a period of 30 days.

You must provide us with the full details of new machinery during this period and pay any additional premium applicable.

The most we will pay under this benefit is \$10,000 or the purchase price of the machinery, whichever is the lesser.

2. Contamination of Milk

We will pay for any accidental contamination of milk that is caused by the introduction of the following to the milk:

- materials or fluids used in cleaning the milking shed; or
- foreign matter other than bacteria.

The amount we pay will be paid per litre based on the average price **you** were paid over the last 5 milking days prior to a claim.

The most we will pay under this benefit is \$20,000 during any one period of cover.

3. Electronic Data

We will pay **you** the reasonable cost to reinstate the data media and data lost or destroyed as a result of breakdown of the electronic equipment insured under this section.

We will not pay for replacement of software for which **you** do not hold a licence or authority for use.

The most we will pay under this benefit is \$3,000 during a period of cover.

4. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. We will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the loss or damage takes place.

5. Loss of Refrigerant

We will pay for the reasonable costs of refrigerant lost as a result of a breakdown.

The most that we will pay under this benefit is \$10,000.

6. Removal of Debris

We will pay the reasonable cost of removing debris that results from loss or damage covered by this section.

The most that we will pay under this benefit is \$10,000.

7. Replacement Motor

We will pay for the reasonable costs of hiring a similar motor or pump while **your**s is being repaired.

The most that we will pay under this benefit is \$10,000.

Cover Sections – Electronics

What's Covered

Part A – Electronic equipment

Your electronic equipment that is shown in the **schedule**. It is covered while it is at any one **location** or while in transit between any two locations shown in the **schedule** against accidental breakdown.

Part B – Loss of data

Your data that is stored on Your electronic equipment. It is covered against accidental loss or damage. The loss or damage must result from accidental breakdown that is covered under *Part A Electronic Equipment* of this section. We must have agreed to pay a claim for that breakdown or would have but for the application of an **excess**.

What's Not Covered

Part A – Electronic equipment

1. **Alteration**
Alteration or addition.
2. **Cover Elsewhere in this Policy**
Loss or damage that can be covered by another section of this policy.
3. **Failure to Make Repairs**
Further damage to an item that has broken down, if it is used before being properly repaired.
4. **Gradual Deterioration**
Loss or damage that is due to gradual deterioration.
5. **Maintenance Agreement**
Loss or damage that is covered by a maintenance agreement if the **schedule** shows that the item, for which **you** have made a claim, must be protected by such an agreement.

The agreement must:
 - provide regular preventative maintenance;
 - cover the full cost of remedial repairs.

If such an agreement is not in force then **we** will not pay for loss or damage that:

 - would have been covered by the agreement;
 - is due to the lack of maintenance.
6. **Maintenance and Overhaul**
Preventative maintenance or overhaul.

7. Parts Not Covered

The cost of repairing or replacing any:

- battery;
- belt or chain;
- electrical contact;
- filter;
- fuse;
- heating element; or
- ribbon or tape.

8. Perils Not Covered

Loss or damage that arises from:

- atmospheric moisture or temperature unless it results directly from damage to or malfunction of air conditioning equipment;
- fault error or omission in design;
- power surge if the electronic equipment is not protected by a surge protector;
- **flood**, the sea or a tidal wave;
- land movement;
- smoke or soot;
- water;
- loss, destruction, or damage caused by or arising from Computer Viruses or malicious software.

9. Worn Parts

The replacement of a worn part that is due to normal use.

How We Pay Claims

Part A – Electronic equipment

How your claim is settled

We will at our option either:

- + repair or replace **your** electronic equipment; or
- + make a cash payment.

How your claim is valued

1. **Electronic equipment that is under 5 years old**
What it would cost new if **you** bought it now.
2. **Other items**
What it would cost new if **you** bought it now less a fair amount for use and wear.

Part B – Loss of data

How your claim is settled

We will at our option either:

- + restore your data; or
- + make a cash payment.

How your claim is valued

We will use the cost that is needed to restore your data to the same condition that it was in immediately before the loss occurred.

Extra Benefits

When we accept a claim under your policy, you may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Data at Other Premises

We will extend *Part B Loss of Data* of this section to cover your data when it is:

- in storage at premises that are shown in the **schedule**;
- temporarily at other premises for processing;
- in transit between the **location** and either of the above.

2. Inflation Protection

This will protect you when there is an increase in the Australian All Groups Consumer Price Index. We will adjust your sums insured at the end of each quarter by that increase. This will only apply to the period of cover in which the loss or damage takes place.

3. Removal of Debris

We will pay the cost of removing debris that results from loss or damage covered by this section.

The most that we will pay under this benefit is \$10,000.

Optional Extras

You may add the following optional benefits to your policy for any additional premium that may be applicable subject to general and benefit specific exclusions.

1. Portable Equipment

We will cover those items shown in the **schedule** as being subject to this optional extra anywhere in Australia.

Cover Sections – Transit

What's Covered

Part A – Livestock

Your livestock that is shown in the **schedule**. It is covered during transit in Australia and when it is being loaded and unloaded against accidental death. This includes humane killing as a result of accident that has been recommended or certified as necessary by a qualified registered practising Veterinary surgeon.

Part B – Farm produce and machinery

Your farm produce and machinery that are shown in the **schedule**. They are covered during transit in Australia and when they are being loaded and unloaded against accidental loss or damage.

What's Not Covered

Part A – Livestock; and Part B – Farm produce and machinery

Loss or damage that is caused or contributed to by:

1. **Delay**
Delay.
2. **Inherent Vice**
Inherent vice or the nature of the insured property.
3. **Leakage**
Ordinary leakage, loss in weight or loss of volume.
4. **Packing**
Insufficient or unsuitable packing or preparation of the insured property.
5. **Wear**
Wear and tear.

How We Pay Claims

Part A – Livestock

How your claim is settled

We will at our option either:

- + replace **your** livestock; or
- + make a cash payment.

How your claim is valued

The **market value** of **your** livestock immediately before the death took place.

Part B – Farm produce and machinery

How your claim is settled

We will at our option either:

- + replace **your** farm produce and machinery; or
- + make a cash payment.

How your claim is valued

The **market value** of **your farm machinery** or produce when the loss or damage took place.

Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Cleaning Up Costs

We will pay the costs of removing and disposing of **your** damaged **farm machinery** or produce or dead livestock. The costs must result from a loss that is covered by this section. **We** must have agreed to pay a claim for that loss or would have but for the application of an **excess**.

The most that **We** will pay under this benefit is the **sum insured** or \$25,000 whichever is the lesser.

2. Temporary Agistment of Livestock

We will cover **your** livestock for up to 30 days while being agisted due to a temporary delay in transit. **We** will not pay the cost of the agistment.

3. Temporary Storage of Farm Produce and Machinery

We will cover **your** farm produce and machinery for up to 30 days while kept in storage due to a temporary delay during transit. **We** will not pay the cost of the storage.

Cover Sections – Equine

What's Covered

Part A - Equine

We will pay the sum insured shown on the **schedule**, or the **market value**, whichever is the lesser, in the event of:

1. The **death** or slaughter on humane grounds of **your horse** described on the **schedule**, resulting from any **injury** or **illness** sustained or contracted and notified during the period of insurance; provided **death** or slaughter on humane grounds occurs during the same period of insurance or within 30 days of the expiry date.
2. Loss by theft or straying of **your horse** and **your horse** is not found within 30 days provided that:
 - as soon as possible after the theft or straying which may give rise to a claim under the policy, **you** must notify the Police and advertise at **your** expense the loss of **your horse**;
 - if **your horse** is recovered and **we** have paid your claim in the previous 30 days, **you** must immediately refund to **us** the amount paid.
3. Destruction of **your horse** whilst in transit, such destruction being carried out by or on the order of the responsible authority at the time, and confirmed by a sworn statement that in their opinion **your horse** was so uncontrollable as to present an imminent threat or danger to the public.

We will also pay the cost to remove and dispose of **your horse's** body following **death** or euthanasia as a result of an **injury** that happens or an **illness** that first shows clinical signs during the period of insurance.

If **we** pay a claim for **death**, other than by accident, **we** will also reimburse **your** post mortem expenses up to an amount of \$1,000.

Part B – Semen and embryos

Your animal semen, embryos and their containers that are shown in the **schedule**. They are covered in Australia against accidental loss or damage.

What's Not Covered

Part A – Equine

We will not pay for any loss caused or contributed to by:

1. Intentional death, euthanasia caused or theft by **you** or persons who are:
 - members of your family;
 - living on your farm;
 - **your** employees; or
 - looking after **your horse**.
2. The use of **your horse** for any purpose other than that shown on the **schedule**.
3. **Your horse** being a stallion and **you**:
 - turn it loose with mares or other animals;
 - do not keep them in a stable, enclosed yard or paddock, when not in use or travelling.
4. Any **pre-existing conditions**.
5. Improper use.
6. Wilful neglect or unskilled treatment.
7. **Death** or euthanasia of **your horse** if it happens more than 12 months after the date of the **injury** happening or the first **clinical signs** of the **illness** were noticed that led to the **death** or euthanasia.
8. A **condition** becoming apparent within 30 days of inception of the policy and receipt of the original **vet** certificate which, in the opinion of **our veterinary surgeon** may have been concealed by the presence of non steroid anti-inflammatory or analgesic medication, unless a blood test has been carried out at inception and the results have been shown to be negative for the medications as stated above.

We will not cover you:

1. For veterinary expenses.
2. When **your horse** is not in Australia.
3. If **your vet** or **our vet** believes the **illness** or **injury** **your horse** is suffering can be treated.
4. If the **death** or euthanasia of **your horse** results from a vice or from **your horse's** behaviour.
5. If the **death** of **your horse** is a result of complications during pregnancy or foaling.
6. For any other financial loss, legal compensation, costs or expenses as a result of the **death** or euthanasia of **your horse**.

7. For the cost of a post mortem examination.
8. If the **death** or euthanasia of **your horse** results from an **injury** or an **illness** while taking part in an activity not shown or covered in your policy **schedule** or covered in this section.
9. If the **death** or euthanasia of **your horse** results from an **illness**:
 - first showing **clinical signs**; or
 - which is the same as, or has the same diagnosis or **clinical signs** as, an **illness** which first showed **clinical signs**; or
 - that is caused by, relates to or results from an **injury, illness** or **clinical signs** which first showed **clinical signs**;
 - I. within 30 days:
 - + of **your horse's** cover starting; or
 - + of the date of the policy being endorsed to include any additional or replacement horse; or
 - II. no matter where the **injury, illness** or **clinical signs** were noticed or happened on **your horse's** body;
10. If the euthanasia of **your horse** is carried out before **you** tell **us** about **your** or **your vet's** decision for euthanasia, unless **your vet** believes there was not time for **you** to tell **us** because **your horse** was in so much pain that it needed immediate euthanasia.
11. If **your horse** is euthanized unless the **vet** performing the service complies with the Equine Veterinarians Australia (EVA) guidelines.

Part B – Semen and embryos

12. Incorrect Handling and Storage

Loss or damage that arises from:

- a rise in temperature because the supply of liquid nitrogen has not been maintained;
- careless or improper handling of individual ampoules or straws;
- failure to fasten securely the container holding the semen or embryos to the carrying motor **vehicle** or **trailer**. **You** must use a device that will hold the container firmly in place during transit;
- **theft** unless it is accompanied by violence to a person or following violent and forceful entry into or exit from a building;
- using containers that will not keep semen or embryos at the correct temperature.

How We Pay Claims

Part A – Equine

How your claim is settled

Where payment is to be made in settlement of a claim and any other party has an interest in **your horse**, then payment may be made to such other party to the extent of that interest. The discharge in respect of such payment will be full and final in respect of interests of all parties.

If **we** have settled **your** claim, **we** reserve the right to deduct from the claim amount, any amount due to **us**.

Part B – Semen and embryos

How your claim is settled

We will at **our** option either:

- + replace **your** animal semen and embryos;
- + replace or repair their containers; or
- + make a cash payment.

How your claim is valued

The replacement value of **your** lost or damaged animal semen, embryos and the containers up to the **sum insured**.

General Conditions

Compliance with veterinary advice

If **your horse** is ill or has an accident, it is **your** duty immediately to seek the advice of your **veterinary surgeon**, and notify **us** by telephone or email. **You** must then follow the recommendations made by the attending **veterinary surgeon** or of any second opinion as to treatment, rest and rehabilitation. **You** must also forward a report by the attending **veterinary surgeon** on the **condition** of **your horse** as soon as possible.

You agree that any **vet** that holds information about **your horse** has **your** permission to release any information **we** ask for. If the **vet** makes a charge for this, **you** must pay the charge.

The health of your animal

When cover commences **your** animal must be in sound health and free from any illness, disease, injury or physical disability.

This means that existing abnormalities are not covered because this insurance is intended to provide protection against fortuitous events rather than the inevitable.

Post mortem

You agree, at **your** own expense, to arrange a post mortem examination made by a qualified **veterinarian** of any horse that **dies** from any cause other than an accident.

Prompt notification

You agree to report all claims to **us** within 48 hours of **you** becoming aware of the **death**, accident, **injury** or **illness**. If **you** do not, **we** can reduce the amount of **our** payment, or not pay at all, if the delay:

- + prevents **us** from investigating the:
 - cause; or
 - amount of the claim;
- + increases **our** costs to investigate the claim;
- + increases the amount of the loss.

Reasonable care

You must:

- + take proper care of **your horse** and take all reasonable steps to maintain **your horse's** health;
- + arrange and pay for **your horse** to have a yearly dental examination and any **veterinary treatment** normally recommended by a **vet** to prevent **injury** or **illness**;
- + arrange and pay for **your horse** to be kept vaccinated against tetanus, strangles and equine influenza and wormed as regularly as normally recommended by a **vet**. If **you** do not keep **your horse** vaccinated or wormed, **we** will not pay any claims that result from an **illness** that would not have occurred if **your horse** has been vaccinated and wormed;
- + arrange for a **vet** to examine and **treat your horse** as soon as possible after it shows **clinical signs** of an **injury** or **illness**. And if **we** decide, **you** must take **your horse** to a **vet we** choose.

Reasonable precautions

Take all reasonable precautions to:

- + prevent further disease, **death**, accident, **injury** or **illness** of **your horse**;
- + preserve any things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable, retain such evidence until **we** have had an opportunity of inspection.

Waiting Period

A period of 30 days starting from the inception date shown in **your** policy **schedule** of the initial period of insurance during which an **illness** or **condition** first occurs or shows **clinical signs** will be excluded from cover unless otherwise stated in **your** policy **schedule**. The **waiting period** will not apply for any policy that is a renewal of this policy.

Cover Sections – Home Buildings

What's Covered

Option 1 – Priority choice

Your home buildings that are at the location. They are covered against loss or damage caused by the following events, if they happen during the period of cover:

1. Perils

Loss or damage that is caused by:

- fire;
- earthquake;
- explosion;
- impact by any animal, aerial, mast, thing that flies or falls from the sky, tree or **vehicle**;
- labour or public disturbance;
- lightning;
- malicious acts;
- oil that leaks from a fixed heating system. **We** do not pay for repair or replacement of the system;
- rainwater run-off;
- storm;
- **burglary** or **theft** that is reported to the Police;
- volcanoes;
- water that comes from a fire sprinkler system; or
- water that bursts leaks or overflows from a bath, fixed home appliance, gutter, shower base, sink, toilet fitting, fixed tank, swimming pool, spa or pipe. **We** do not pay for repair or replacement of the item that burst or leaked.

2. Breakage

Breakage of fixed glass, fixed mirrors, sinks, baths and toilet fittings.

3. Pipes and Cables

Damage to the pipes and cables that run between your home buildings and the public mains.

Option 2 – Priority plus

Your home buildings that are at the location. They are covered against accidental loss or damage during the period of cover, along with the perils covered under *Option 1 Priority Choice*.

What's Not Covered

Option 1 – Priority choice; and Option 2 – Priority plus

1. Alterations and Repairs

Any loss that arises from altering, cleaning, mending or restoring.

2. Breakage

Any breakage of fixed glass caused by a direct application of heat or where the fracture does not extend through the entire thickness of the glass.

3. Breakdown

Electrical, mechanical, electronic or hydraulic fault or breakdown other than fusion of electric motors as described under *Extra Benefit – Electric Motor Burnout*.

4. Building Work

For new buildings while they are being built and for alterations to existing buildings:

- Loss or damage that arises from:
 - I. a malicious act;
 - II. storm other than wind;
 - III. oil;
 - IV. **theft**; or
 - V. water;
- breakage of fixed glass, fixed mirrors, sinks, baths and toilet fittings;
- cover that is offered under *Option 2 Priority Plus*;
- cover that is given under an *Extra Benefit*.

We will give the same cover for the materials for such a building at the location.

The most that **we** will pay under this benefit is the lesser of \$50,000 or the value of the building work.

5. Faulty Design or Material

Any loss or damage that arises from:

- fault, error or omission in design, plan or specification;
- latent, structural or inherent defect; or
- use of faulty materials.

However, **we** will pay for the resultant loss or damage that is caused directly by an insured event if **you** did not know (or could not reasonably have known about) the fault, error or omission, latent structural or inherent defect or use of faulty materials at the time of the loss.

Under no circumstances will **we** repair the fault, error or omission in design, plan or specification, latent, structural or inherent defect or use of faulty materials.

6. Impact by Trees

- Any loss or damage caused by the impact of trees or parts of trees as a result of their felling or lopping or pruning;
- the costs to cut down or remove a tree if it did not cause damage to **your home building**;
- the cost to remove the tree stump from the ground.

7. Minor Damage

Chips, dents or scratches.

8. Perils Not Covered

Loss or damage that arises from:

- **flood**, the sea or a tidal wave unless it is a tsunami caused by an earthquake;
- erosion;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- earth movement unless that happens within 72 hours of an earthquake or an aftershock;
- light, atmospheric or climatic conditions;
- the actions of domestic animals or pets;
- pollution;
- **theft** or a malicious act that is committed by a person who normally lives at or is allowed into the **location** with **your** consent;
- **theft** without forceful and violent entry when **you** have let out **your home buildings**;
- roots from tree, plants, shrubs and grass; or
- water that seeps into **your home buildings**;
- water that enters **your home buildings** through an opening made for the purpose of alteration, extension or repair.

9. State of the Home Building

Any loss or damage to **home buildings** and **home contents** kept therein that are not maintained in good repair and condition. The **home buildings** are required to be structurally sound, watertight, **secure** and well-maintained.

10. Storm Damage

Any claim arising from:

- storm damage to gates, fences or free-standing walls if they are not structurally sound or well maintained;
- storm damage to swimming pool covers including solar covers and plastic pool liners;
- storm damage or storm water run-off damage to retaining walls;
- loss or damage caused by water which enters through an opening in the roof not created by the storm except when the guttering overflows; or
- storm damage or storm water run-off damage to gravel or unsealed driveways, paths, terraces, courts and courtyards, land or grassed lawns.

11. Vacant Home Buildings

Home buildings that are not occupied for more than 90 days. Please see *Extra Benefit - Vacant Home Buildings* in this section.

How We Pay Claims

Option 1 – Priority choice; and

Option 2 – Priority plus

How your claim is settled

We will at **our** option either:

- + repair or replace **your home buildings**; or
- + make a cash payment.

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

How your claim is valued

1. New for Old

What it would cost now to build **your home buildings**.

2. Other Costs

In addition to the **sum insured**, **we** will also pay up to 20% of the **home building sum insured** for the cost of:

- fees, demolition, removing debris and propping up that are needed to rebuild **Your home buildings** following an incident that **we** have agreed to cover;
- complying with the building and planning rules. **We** will not pay for work that **you** have been officially ordered to do before the loss or damage took place.

3. Materials, Style or Site

If it costs no more **you** may:

- use different materials;
- rebuild at a different place or in a different style if **your home buildings** are destroyed.

4. If Less Than Half of Your Home Buildings are Damaged

We will not pay for replacing undamaged property required by building and planning rules unless the repairs to the damaged part will cost more than 50% of the cost for rebuilding the whole building.

5. If You Don't Rebuild, Repair or You Delay

We will only pay what it would cost now to repair or rebuild **your home buildings** less an allowance for age, use and wear if **you** do not:

- want them repaired or rebuilt; or
- repair or rebuild them in a reasonable time.

6. Damage to Fixed Coverings to Walls, Floors or Ceilings

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

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

7. Special Architectural Features

If **your home building** has architectural features or structural materials possessing an ornamental or historical character for which the original materials are not available, **we** will only pay the necessary costs to repair or replace the **home building** to a reasonably equivalent appearance and capacity, using the original design and suitably equivalent materials that are readily available in Australia.

trade, business or occupation;

- under any form of warranty, guarantee or maintenance, service or leasing agreement;
- over 15 years old based on the date of manufacture.

4. Funeral Expenses

If a defined peril at the **location** kills **you we** will pay \$10,000 to **your** estate. **We** will not pay:

- if **you** live for more than 180 days after being injured;
- more than \$25,000 in total during one period of cover.

5. If there's a Leak

We will pay the cost of finding the source of a leak that has caused damage that is covered by this section, and the cost of repairing any damage that occurs while looking for the cause. The cost must be reasonable. The most that **we** will pay under this benefit is \$20,000.

6. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the loss or damage takes place.

7. Landscaping

We will pay the cost of replacing trees, plants and shrubs at the **location** that are damaged as a direct result of:

- fire; or
- impact damage by a **vehicle**.

The most **we** will pay under this benefit is up to \$1,000 for any one tree, plant or shrub or \$10,000 for any one loss during one period of cover, provided that the **sum insured** for **your home building** is not otherwise exhausted.

We do not cover any trees, plants or shrubs that are grown for commercial purposes.

8. Locks and Keys

If a key to an external door or window of **your home building** is stolen, **we** will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of a similar make or model. The **theft** must be reported to the Police.

The most that **We** will pay under this benefit is \$10,000.

Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Continuation of Cover Post Sale

We will extend cover under this policy to the purchaser of **your** home when **you** have entered into a contract of sale with them from the time the purchaser becomes legally liable for any damage to the home until the contract settlement date, the contract is terminated, or until the purchaser organises insurance for the home, whichever happens first.

2. Eco-Friendly Additions to Your Home Building

If **your home building** has been assessed as a total loss following a claim and **we** have agreed to rebuild it or make a cash settlement, **we** will also contribute up to \$5,000, after deduction of any rebate **you** may be eligible for under any government or council rebate scheme, to install any of the following:

- a rainwater tank;
- a solar power system;
- a hot water heat exchange system; or
- a grey water recycling system.

3. Electric Motor Burnout

We will pay the cost of repairing or replacing any electric motor that forms part of **your home building** and has fused due to the actual burning out of its winding by electrical current.

We will not cover any electric motors that are:

- a part of equipment used in connection with **your**

9. Loss of Rent

We will pay **you** for the rent **you** would lose if **your** tenant cannot live in **your home buildings** due to damage for which **we** have agreed to pay a claim under this section. **We** will not pay:

- for longer than the time that is reasonably needed to rebuild or repair them;
- if **you** do not repair or rebuild them;
- if **your home building** is a total loss and **we** have paid **you** the **sum insured** for the **home building** as shown on the **schedule**.

We will not pay more than 10% of the **sum insured**. But, this payment will be additional to the **sum insured**.

10. Modifications to Your Home Building

We will cover the reasonable cost of modifying **your home building** if **you** are injured as a result of loss or damage to **your home building** that **we** have agreed to cover, and **your** injury results in permanent paraplegia or permanent quadriplegia.

The injury must occur as a direct result of an incident that **we** have agreed to cover.

The most that **we** will pay under this benefit is \$50,000.

11. Temporary Accommodation

We will pay **you** the reasonable cost of alternate accommodation up to 20% of **your home building sum insured**, if **you** cannot live in **your home building** due to damage for which **we** have agreed to pay a claim under this section.

We will not pay:

- for more than 12 months or for how long it is reasonably needed to rebuild or repair **your home building**; whichever is the lesser;
- if **your home building** is not repaired or rebuilt;
- if **you** don't need to pay for temporary accommodation or if **you** were not living at the **home building** at the time of loss or damage.

We will also pay up to \$5,000 towards alternate accommodation for **your** domestic pets in a commercial boarding kennel or a cattery. This payment will be in addition to the **your home building sum insured**.

12. Vacant Home Buildings

We will cover **you** if **your home buildings** are not occupied for more than 90 days. But, **you** must:

- keep the lawns cut and the garden tidy;
- keep the property in good order;
- stop regular mail and paper deliveries; and
- make sure that **You** or a person **you** trust visits **your home buildings** at least once a week.

You need to inform **us** about the unoccupancy in advance and **we** must agree to cover **your home buildings** during the unoccupancy period.

All claims during the unoccupancy period will be subjected to \$2,000 **excess**.

Cover Sections – Home Contents



What's Covered

Option 1 – Priority choice

Your **home contents** that are at the **location**. They are covered against loss or damage caused by the following events, if they happen during the period of cover:

1. Perils

Loss or damage that arises from:

- fire;
- earthquake;
- explosion;
- impact by any animal, aerial, mast, thing that flies or falls from the sky, tree or **vehicle**;
- lightning;
- malicious acts;
- oil leaking from a fixed heating system. **We** do not pay for repair or replacement of the system;
- public or a labour disturbance;
- rainwater run-off;
- storm;
- **burglary** or **theft** that is reported to the Police;
- volcanoes;
- water that comes from a fire sprinkler system; or
- water that bursts leaks or overflows from a bath, fixed home appliance, gutter, shower base, sink, toilet fitting, fixed tank, swimming pool, spa or pipe. **We** do not pay for repair or replacement of the item that burst or leaked.

2. Breakage

Breakage of:

- glass or stone tables;
- glass and mirrors that form part of furniture;
- fixed phones;
- fitted glass in pictures or mirrors; or
- light fittings.

Option 2 – Priority plus

Your **home contents** that are at the **location**. They are covered against accidental loss or damage during the period of cover, along with the perils covered under *Option 1 Priority Choice*.

What's Not Covered

Option 1 – Priority choice; and Option 2 – Priority plus

1. Alterations and Repairs

Any loss that arises from altering, cleaning, mending or restoring.

2. Breakage

Any fixed glass breakage claim:

- caused by a direct application of heat or where the fracture does not extend through the entire thickness of the glass; or
- any breakage of fixed glass that forms a part of a TV, laptop or tablet computer, computer monitor or a mobile phone.

3. Breakdown

Electrical, mechanical, electronic or hydraulic fault or breakdown other than fusion of electric motors as described under *Extra Benefit – Electric Motor Burnout*.

4. Faulty Design or Material

Any loss or damage that arises from:

- fault, error or omission in design, plan or specification;
- latent defect; or
- use of faulty materials.

However, **we** will pay for the resultant loss or damage that is caused directly by an insured event if **you** did not know (or could not reasonably have known about) the fault, error or omission, latent structural or inherent defect or use of faulty materials at the time of the loss.

Under no circumstances will **we** repair the fault, error or omission in design, plan or specification, latent, structural or inherent defect or use of faulty materials.

5. Floor and Window Coverings

Floor or window coverings that were not in the same room where the loss or damage took place. Smoke or water damage that is due to a fire in another room is covered.

6. Impact by Trees

- any loss or damage caused by the impact of trees or parts of trees as a result of their felling or lopping or pruning;
- the costs to cut down or remove a tree if it did not cause damage to **your home contents**;
- the cost to remove the tree stump from the ground.

7. Minor Damage

Chips, dents or scratches.

8. Perils Not Covered

Loss or damage that arises from:

- **flood**, the sea or a tidal wave unless it is a tsunami caused by an earthquake;
- erosion;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- earth movement unless that happens within 72 hours of an earthquake or an aftershock;
- light, atmospheric or climatic conditions;
- the actions of domestic animals or pets;
- pollution;
- **theft** or a malicious act that is committed by a person who normally lives at or is allowed into the **location** with **your** consent;
- **theft** without forceful and violent entry when **you** have let out the buildings that contain **your home contents**;
- roots from trees, plants, shrubs and grass; or
- water that seeps into the buildings that contain **your home contents**;
- water that enters **your farm buildings** or **farm structures** through an opening made for the purpose of alteration, extension or repair.

9. Power Surge

Damage to electrical equipment that arises from a surge in the power supply other than from a surge that is caused by lightning. **We** will cover **you** under *Option 2 Priority Plus* if the equipment has a surge protector.

10. State of the Home Building

Any loss or damage to **home buildings** and **home contents** kept therein that are not maintained in good repair and condition. The **home buildings** are required to be structurally sound, watertight, **secure** and well-maintained.

11. Storm Damage

Loss or damage caused by water which enters through an opening in the roof not created by the storm except when the guttering overflows.

12. Unprotected Premises

This only applies when **your schedule** lists bars, locks and alarms that the building that contains **your home contents** must have.

Loss or damage that is caused by a burglar if the building that contains **your home contents** does not have the required bars, locks and alarms installed, or if installed they are found to be not in working condition, disconnected or not being used as intended.

13. Vacant Buildings

Home contents if the building that contains them is not occupied for more than 90 days. Please see *Extra Benefit - Vacant Buildings* in this section.

How We Pay Claims

Option 1 – Priority choice; and

Option 2 – Priority plus

How your claim is settled

We will at **our** option either:

- + repair or replace **your home contents**; or
- + make a cash payment.

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

How your claim is valued

What it would cost new if **You** bought them now. The most **we** will pay for **your home contents** is up to the **home contents sum insured** as shown on the **schedule**.

The most we will pay

We will pay up to:

- + \$10,000 each for the following items, pairs, **collections** or sets or up to 25% of the **home contents sum insured** in total for all of them:

- a curio;
- a coin or **collection** of coins;
- a document or set of documents;
- an item or set of jewellery;
- a fur;
- a gold silver or platinum object;
- a medal or **collection** of medals;
- a stamp or **collection** of stamps;
- a watch;
- a work of art.

We will not apply these limits to those items that are listed in the **schedule**.

- + \$10,000 for **theft** that takes place in the open but within the walls, gates or fences that surround the **location**.

We will not cover the following items when kept in open air:

- jewellery and watches;
 - **money**, bullion or negotiable instruments of any kind;
 - mobile phones;
 - computers including laptops and tablet computers;
 - **collections** of any type;
 - works of art;
 - **theft** that takes place away from the **Location** is not covered. Please see *Extra Benefit - Temporary Removal of Home Contents* in this section.
- + \$1,500 in total for **money**, bullion and negotiable instruments of any kind;
- + \$5,000 for tools of trade at the **location**;
- + \$10,000 for **home contents** stored in domestic garden sheds or **your farm buildings**.

Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions.

1. Accessories and Spare Parts

We will cover accessories and spare parts for **your vehicle, caravan, trailer** or boat, that are in a building at the **location**. **We** will not cover them if they are in or fixed to **your vehicle, caravan, trailer** or boat. They are covered against that cover shown under *Option 1 Priority Choice*.

We will not pay more than \$2,000 under this benefit.

2. Accounting Fees for a Tax Audit

If **your** personal financial affairs are audited by the Federal Commissioner of Taxation and provided **you** have obtained **our** written consent, **we** will cover any accountant's fees that **you** must pay as a result, up to \$10,000 during **your** period of cover.

You must advise **us** of any such **audit**.

We will not cover claims for:

- any **audit** that relates to a criminal prosecution;
- fees where the final assessment of **your** taxable income for the period being audited is 20% higher than **your** original declaration;
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation;
- any **audit** that relates to **your** farming operations and/or business activities;
- any fines, penalties or adjustments of taxation.

3. Attendance of a Security Firm

If **you** monitored burglar alarm system is set off as a result of a **theft** or an attempted **theft**, **we** will cover the costs of a security firm to attend **your home building**, up to \$2,500.

We will only pay this benefit if there is physical evidence of a violent and forcible entry.

4. Change of Location

If **you** are moving permanently to a new **location** within Australia, **we** will cover **your home contents** at **your current location** and at **your new location**, for up to 30 days from the date **you** begin to move **your home contents**.

The most **we** will pay at each **location** will be based on the value of **your home contents** at the **location** as a proportion of **your home contents sum insured**.

You must notify **us** of the removal within 30 days from the date **you** commence moving **your home contents** to the new **location**. **You** must let **us** know if **you** wish to insure **your home contents** at the new **location** and pay any additional premium if **we** agree to insure **your home contents** at the new **location**.

5. Children Attending Boarding School or University

We will cover **your children's home contents** while they are attending boarding school, college or university on a full-time basis.

We will cover any loss or damage under this benefit if:

- it occurs at the **child's** place of residence or at the educational institution; and
- the **child** is under 25 years of age.

We will pay up to \$5,000 per item or up to \$20,000 per occurrence, provided that the **sum insured** for **your home contents** is not otherwise exhausted.

6. Credit Cards

We will pay for **your** liability for debts that are due to the fraudulent use of **Your** lost or stolen Credit Card(s) or Debit Card(s). **We** will pay this benefit if:

- **you** inform the card issuing organisation within 24 hours of the loss;
- **you** have complied with the terms and conditions under which the card was issued; and
- **your** loss cannot be recovered from any other source.

We will not pay more than \$7,500 under this benefit during any one period of cover.

7. Electric Motor Burnout

We will pay the cost of repairing or replacing any electric motor that forms a part of **your home contents** and has fused due to the actual burning out of its winding by electrical current.

We will not cover any electric motors that are:

- a part of equipment used in connection with **your** trade, business or occupation;
- under any form of warranty, guarantee or maintenance, service or leasing agreement; or
- over 15 years old based on the date of manufacture.

8. Emergency Removal

If **you** move **your home contents** to avoid a claim, **we** will pay:

- for loss or damage while **your home contents** is being moved or when it is in storage; but
- not more than what **we** would have paid had it not been moved.

To be covered under this benefit, **we** will require **you** to establish the circumstances for the emergency removal of **your home contents**.

9. Funeral Expenses

If a defined peril at the **location** kills **you** **we** will pay \$10,000 to **your** estate. **We** will not pay:

- if **you** live for more than 180 days after being injured;
- more than \$10,000 in total during one period of cover.

10. Guests' Property

We will pay for loss or damage to **your** guests' property if:

- the loss or damage was due to a peril covered under the policy; and
- the loss or damage takes place at the **location**; and
- the guests cannot claim the loss or damage under another policy.

We will pay up to \$5,000 in total under this benefit provided the **sum insured** for **your home contents** is not otherwise exhausted.

We will not pay for **money**, bullion or other negotiable instruments under this benefit.

We will extend this benefit to cover the property of **your employees** engaged in domestic work at **your home building**.

11. Home Contents in Commercial Storage

We will cover **your home contents** for loss or damage while they are in a commercial storage facility or when they are stored **securely** in a sporting clubhouse within Australia.

You need to inform **us** that **your home contents** will be in a commercial storage facility or in a sporting clubhouse, and **we** must agree to cover them before they are put into storage.

Under this benefit, **we** do not pay for:

- **your home contents** stored in open plan storage premises, including furniture repositories, warehouses, factories or other industrial premises;
- **your home contents** stored in shipping containers;
- any jewellery, **money**, bullion or negotiable instruments of any kind;
- any **collections** or works of art; or
- any claims arising out of accidental damage to **your home contents**.

All claims for **home contents** under this benefit will be subjected to \$2,000 **excess**.

12. Home Contents in Transit

We will cover **your home contents** for loss or damage while they are being transported in a motor **vehicle** to **your location** or to a commercial storage facility within Australia.

We will only offer this cover if the loss or damage is caused by:

- **theft** from the motor **vehicle** following violent or forcible entry;
- a fire or explosion in, or in the immediate vicinity of the motor **vehicle**; or
- a collision and / or overturning of the motor **vehicle**.

We will pay up to \$2,000 per item, and up to \$10,000 per occurrence during the period of cover.

13. Inflation Protection

This will protect **you** when there is an increase in the Australian All Groups Consumer Price Index. **We** will adjust **your sums insured** at the end of each quarter by that increase. This will only apply to the period of cover in which the loss or damage takes place.

We will not increase **your sums insured** for any specified items including jewellery, **collections** and works of art of any type. **You** will need to provide recent valuations from valuation professionals to ensure that they are insured for their new for old replacement cost.

14. Locks and Keys

If a key to an external door or external window of **your home building** is stolen, **we** will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of similar make or model. The **theft** must be reported to the Police.

The most that **we** will pay under this benefit is \$10,000.

15. Paint and Wallpaper

We will cover damage to paint and wallpaper inside **your** home as if it was covered by the *Home Buildings* section of this policy if:

- **you** own the unit that contains **your home contents**; and
- **your** unit has a Group or Strata Title.

16. Replacement of Documentation

We will cover the costs incurred by **you** in replacing the following documents damaged directly as a result of an incident at the **location** that **we** have agreed to cover:

- title Deeds;
- birth Certificates;
- marriage Certificates;
- passports;
- drivers Licences;
- proof of Age Cards.

We will not pay more than \$3,000 under this benefit.

17. Spoilage of Refrigerated Food and Medicines

We will pay for any loss of food and/or medicines that is kept in a domestic refrigerator or a freezer at the **location** which is spoilt as a result of:

- breakdown of the refrigerator or the freezer unit;
- accidental failure of power supply to **your home building**.

We will not pay for any spoilage that is caused by:

- **flood**;
- a deliberate act of the power supply authority; or
- the breakdown of a refrigerator or a freezer unit that is more than 15 years old, based on the date of manufacture.

We will not pay more than \$10,000 per occurrence under this benefit.

18. Temporary Accommodation

(This extra benefit only applies if **you** do not have cover under the *Home Buildings* section)

We will pay **you** the reasonable cost of alternate accommodation up to \$20,000 or 20% of **your home contents sum insured**, whichever is the lesser, if **you** cannot live in **your home building** due to damage for which **we** have agreed to pay a claim under this section.

We will not pay:

- for more time than is reasonably needed to replace or repair **your home contents**;
- if **your home contents** are not repaired or replaced. If **You** do not own **your** home **we** will pay for the time **You** need to find a new one;
- if **you** don't need to pay for temporary accommodation or if **you** were not living at the **location** at the time of loss or damage.

We will pay **you** this benefit up to a maximum period of 12 months.

19. Temporary Removal of Home Contents (Worldwide Cover)

We will cover **your home contents** that are temporarily removed from the **location** to anywhere in the world from the time **your home contents** are moved from the **location** for a maximum period of 180 consecutive days.

We will pay up to a maximum amount of 25% of **your home contents sum insured** under this benefit.

We will not pay more than:

- \$5,000 any one item, pair or set of jewellery;
- \$5,000 in total for cameras, furs, watches and jewellery;
- \$3,000 in total for tools of trade under this benefit.

We do not cover:

- **money**, bullion or negotiable instruments of any kind; or
- **collections** of any type; or
- works of art under this benefit.

We will not cover **your home contents** when:

- they are in a commercial storage facility (Please see *Extra Benefit – Home Contents in Commercial Storage* in this section);
- they are in transit (Please see *Extra Benefit – Home Contents in Transit* in this section);
- they have been permanently moved to a new **location** (Please see *Extra Benefit – Change of Location* in this section);
- they are used by **your** children attending a boarding school, college or university (Please see *Extra Benefit – Children Attending Boarding School or University* in this section).

20. Vacant Buildings

We will cover **you** if the buildings that contain **your home contents** are not occupied for more than 90 days. But, **you** must:

- keep the lawns cut and the garden tidy;
- keep the buildings in good order;
- stop regular mail and paper deliveries; and
- make sure that **you** or a person **you** trust visits the building that contains **your home contents** at least once a week. **You** or they must make sure that the property is safe and **secure**.

You need to inform **us** about the unoccupancy in advance and **we** must agree to cover **your home contents** during the unoccupancy period.

All claims during the unoccupancy period will be subjected to \$2,000 **excess**.

21. Veterinary Fees

We will pay for Veterinary fees if **your** pet dog or cat is injured as a result of a road accident, fire, lightning, explosion, earthquake, a malicious act or **burglary**.

We will not pay more than \$1,000 under this benefit.

Cover Sections – Personal Liability

Who and What's Covered

You, if you are liable for causing:

- + bodily injury to or death of another person; or
- + loss of, loss of use of, or damage to tangible property owned by another person.

The injury, death, loss or damage must be caused by an occurrence during the period of cover subject to the following:

- we will indemnify you against any claim for compensation or expenses, as the owner or the occupier of **your home building** if **your home building** is:
 - I. insured under this policy; or
 - II. under strata title or a similar scheme, and **your home contents** are insured under this policy; or
 - III. a rental property and **your home contents** are insured under this policy.

Under this section, we will extend the definition of **home building** to include land, trees, shrubs and other plant life at the **location** in it home buildings do not include any pontoons, jetties, wharves or moorings.

- If **your home contents** are insured under this policy and **your home building** is **your** primary residence, we will indemnify you against any claim for compensation or expenses caused by an occurrence anywhere in Australia, or anywhere in the world for a maximum period of 90 consecutive days starting from the time you leave Australia.

What's Not Covered

1. Animals

A claim that arises from the actions of an animal, other than the actions of:

- a pet dog, cat or horse kept at the **location**; or
- a pet horse kept off-**location** on agistment.

2. Asbestos

This policy shall not apply and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form and quantity.

3. Buildings and Building Work

A claim that arises from:

- building or site work other than:
 - I. for **your home buildings**, and the land they are on, if they are covered by the **Home Buildings** section of this policy; and
 - II. the total cost of such work is not more than \$50,000.
- we will cover you for a new building that is being built once it has reached the lock up stage. This cover will protect you as an owner but not as a builder;
- a building, land or unit; other than **your home buildings** if they are covered by the **Home Buildings** section of this policy;
- tunnelling, underpinning, vibration or interfering with the support of other land, buildings or property.

4. Business

A claim that arises from:

- a business, profession, trade or occupation carried out by you other than the letting of **your home buildings** if they are:
 - I. only let as a private home; and
 - II. are covered by the **Home Buildings** section of this policy.
- Goods or products that you manufacture or handle for payment; or
- a claim that arises from **your** farming (including hobby farming) activities.

5. Diseases

A claim that arises from disease that is spread by you.

6. Employees and Residents

A claim that arises from death or bodily injury to:

- an **employee** arising out of or in the course of their work;
- anyone (including a member of **your** family) who normally lives with you unless the person is a paying boarder or paying guest and is not **your child** or a member of **your** family; or
- **your child**.

7. Libel or Slander

A claim that arises from libel or slander attributed to you.

8. Pollution

A claim that arises from any biological, bacterial, viral, germ, chemical or poisonous pollutant or contaminant other than that caused by use of pesticides or herbicide at the **location**.

9. Property In Your Care

Property that belongs to or is in the care of:

- a person who normally lives at the **location** unless they are a boarder or tenant;
- an **employee** where the loss or damage arises out of or in the course of their work; or
- **you**.

10. Vehicles, Caravans, Boats and Planes

A claim that arises from:

- an aircraft; a balloon; a drone; a craft that travels on a cushion of air; a rocket or anything that falls from these items unless it is a:
 - I. remote-controlled model aircraft with current replacement value up to \$1,000.
- a **vehicle** that is powered by a motor unless it is a:
 - I. motorised golf buggy, a ride-on lawn mower, a wheelchair or a mobility scooter all of which are not required to be registered; or
 - II. motorcycle up to 150cc capacity, which is not required to be registered, and not used for racing or farm purposes.
- a watercraft unless it is a:
 - I. watercraft up to 4 metres long that is either unpowered or powered by a motor less than 10hp;
 - II. remote-controlled model watercraft with current replacement value up to \$1,000; or
 - III. surfboard, sail board or surf ski but not a jet ski.
- a **caravan** or **trailer** when they are attached to a **vehicle**.

11. Working Overseas

A claim that arises from any paid or unpaid work that **you** may engage in while travelling overseas.

How We Pay Claims

We will pay those sums that **you** become legally liable to pay as damages and plaintiff's litigation costs, expenses and fees.

We will not pay more than the **limit of indemnity** in total.

Extra Benefits

Provided that the **limit of indemnity** is not exceeded, **we** may also provide the following extra benefits subject to general and benefit specific exclusions.

1. If You are a Tenant

We will pay for breakage of fixed glass, fixed mirrors, baths, sinks and toilet fittings in the building that contains **your home contents** if:

- **you** are liable under **your** lease if **you** break them; and
- **your home contents** is covered by the *Home Contents* section of this policy.

2. Strata or Group Titles – Common Liability

We will extend this section to cover **your** share of the cost that arises from a claim made against **your** Body Corporate if this section would have covered that claim were **your** Body Corporate the insured, provided that:

- **your home buildings** are part of a property that has been subdivided under a law that applies to strata, group or community titles and either:
 - I. the law does not compel **your** Body Corporate to insure its legal liability; or
 - II. **your** Body Corporate has decided by a unanimous resolution (that, if necessary, has been approved) not to arrange legal liability insurance for itself.
- **your home buildings** are covered by the *Home Buildings* section of this policy;
- **we** retain **our** rights under this policy regarding the conduct and settlement of any claim if **your** Body Corporate makes a charge or demand for **your** share; and
- **you** tell **us** as soon as **you** can about any event that may lead to such a claim.

3. Your Legal Bills

Subject to **our** prior written approval, **we** will pay **your** legal bills for a dispute that starts during the period of cover. The dispute must be about:

- dismissal from **your** job;
- a contract for service that **you** have made;
- a contract that **you** have made to buy sell or hire goods;
- the ownership or sale of **your home buildings** that is covered by this policy.

We will not pay for that part of a legal bill for a dispute that relates to:

- spouse or partner disputes including, but not limited to, divorce, custody, **child** maintenance, or property disputes;
- any matter arising out of **your** business or profession;
- claims where cover is available by a standard form of motor **vehicle**, motorcycle, **caravan** or boat insurance;
- bad debts or non-payment of monies;
- any road traffic offence or boat traffic offence committed by **you**;
- any matter arising out of any insurance cover required by legislation;
- any award of damages against **you**;
- any penalties, fines or awards of aggravated, exemplary or punitive damages against **you**;
- any matter relating to defamation or slander against **you**;
- claims arising out of an aircraft, a balloon, a drone, a craft that travels on a cushion of air or a rocket;
- claims arising out of a watercraft;
- claims arising out of lease or tenancy agreements, valuations or wills.

We will not pay:

- more than \$5,000 under this benefit during one period of cover;
- for the first \$500 of all such bills;
- a dispute for which a claim for legal bills has been made under the *Home Buildings* section of this policy;
- any legal costs and expenses incurred outside the period of cover.

Cover Sections – Valuables

What's Covered

Your valuables during the period of cover. They are covered against accidental loss or damage that takes place:

- + anywhere in Australia or New Zealand; or
- + anywhere in the world for a maximum period of 180 consecutive days starting from the time **you** leave Australia.

You can:

- specify each valuable with its own **sum insured**; or
- nominate a total figure as the **sum insured** for all **your valuables** instead of listing them individually.

What's Not Covered

1. Alterations and Repairs

Any loss that is caused by altering, cleaning, mending or restoring.

2. Breakdown

Electrical, mechanical, electronic or hydraulic fault or breakdown.

3. Brittle Items

Brittle items excluding precious stones, if they break or crack unless directly caused by fire, lightning, earthquake, storm, explosion, **burglary**, **theft**, vandalism or impact by a **vehicle** or a falling object.

4. Business or Sporting/Recreational Use

Loss or damage to:

- **your valuables** that takes place when they are being used for business;
- **your** sporting equipment or musical instruments, that takes place when it is being used; or
- **your** photographic equipment, whilst in use under water.

5. Faulty Design or Material

Any loss or damage that arises from:

- fault, error or omission in design, plan or specification;
- latent defect; or
- use of faulty materials.

6. Minor Damage

Chips, dents or scratches.

7. Perils Not Covered

Loss or damage as a direct result of, or caused by a:

- **flood**, the sea or a tidal wave unless it is a tsunami caused by an earthquake;
- the actions of micro-organisms, rodents, vermin, birds or insects;
- light, atmospheric or climatic conditions;
- the actions of domestic animals or pets.

How We Pay Claims

How your claim is settled

We will at **our** option either:

- + repair or replace **your valuables**; or
- + make a cash payment.

How your claim is valued

- + specified item - **we** will pay the **sum insured** that is listed in the **schedule** for that item, **collection** or set;
- + unspecified item - **we** will pay up to \$10,000 for any one unspecified item under this section. The most **we** will pay per claim is the **sum insured** for unspecified **valuables** as shown on the **schedule**.

Cover Sections – Motor

What's Covered

Option 1 – Comprehensive cover

Your **vehicle, caravan, trailer** or **farm machinery** that is shown in the **schedule**. They are covered against loss or damage that is caused by an accident that takes place in Australia.

Option 2 – Third-party property damage, fire and theft

Your **vehicle, caravan, trailer** or **farm machinery** that is shown in the **schedule**. They are covered against damage that is caused by fire or **theft** that takes place in Australia.

Option 3 – Third-party property damage

You, the driver, a passenger, or **your** employer principal or partner (but only in that capacity when **you** are on their business) if **you** or they are liable for causing a motor **vehicle** accident that results in:

- + loss of, loss of use of, or damage to tangible property; and
- + bodily injury or death that is not covered under any law or compulsory third-party insurance that **you** did take out or should have taken out.

The loss, damage, injury or death must result from an occurrence that takes place in Australia. The occurrence must be caused by:

- **your vehicle, caravan, trailer** or farm machinery; or
- the driver or a passenger when they are in or getting into or out of **your vehicle, caravan, trailer** or **farm machinery**.

What's Not Covered

Comprehensive cover; and third-party property damage, fire and theft

1. Breakdown

Any loss or claim arising from:

- damage by rodents or vermin;
- a structural failure, or any electrical, electronic, mechanical or hydraulic fault or breakdown.

2. Caravan's Contents

Theft of your caravan's contents unless:

- the **theft** is accompanied by violent and forceful entry to the **caravan**; or
- **your caravan** is stolen.

3. Pre-Existing Damage

Any damage to **your vehicle, caravan, trailer** or **farm machinery** that existed before the start of this policy.

4. Taking Care After a Loss

Further loss of or damage to **your vehicle, caravan, trailer** or **farm machinery** if **you** fail to take reasonable steps to protect them after they have been:

- damaged;
- found after being stolen; or
- broken down.

5. Tyres

Damage to a tyre that is caused by road cuts, punctures, bursts or braking.

Comprehensive cover; and third-party property damage, fire and theft; and third-party property damage only

6. Excluded Drivers

A claim that happens when **your vehicle, caravan, trailer** or **farm machinery** is being driven, ridden or towed by a driver who:

- is not licensed as required by law to drive **your vehicle** or **farm machinery** or the towing **vehicle**;
- has been suspended or disqualified from driving and had their licence cancelled;
- is a learner driver not accompanied by a licenced driver who holds the class of licence required by the learner's permit;
- is under the influence of intoxicating liquor or drugs;
- will not give a breath or blood sample or whose breath or blood contains more alcohol than the law allows where the occurrence took place;
- is shown as an excluded driver on the **schedule**.

We will cover **you** if **you** can show **us** that **you** did not know nor had reason to suspect that the person driving or in charge of **your vehicle** would be in breach of the conditions above. **We** will not cover that person for third-party Property Damage Only and **we** may seek recovery of an amount from this person.

7. Excluded Uses

A claim that happens when **your vehicle, caravan, trailer** or **farm machinery** is being used:

- for a purpose other than that shown in the **schedule**;
- for motor sport or driving stunt or when preparing for them This includes time trials;
- in an unsafe or unroadworthy state. **We** will cover **you** if **you** can show that **you** or the driver could not be expected to know of the unsafe or unroadworthy state;

- to carry more people or carry or tow a load that is more than that allowed by the law or for what it was designed;
- to tow more than one **trailer** and or **caravan** unless **your vehicle** or **farm machinery** was designed for this purpose;
- to transport dangerous goods that are listed in the Australian Code for the Transport of Dangerous Goods by Road or Rail. **We** will cover **you** if the goods are only for **your** domestic or farm use.

8. Property in Your Care

Property that is in **your** care.

9. Selling

A claim that happens when **your vehicle, caravan, trailer** or **farm machinery** is left with a person or entity to sell for reward.

10. Unregistered Vehicles

A claim that happens when **your vehicle, caravan, trailer** or **farm machinery** is not registered. This does not apply if:

- **your caravan** is not being towed;
- registration is not required.

Death or bodily injury if **your vehicle** is registered in the Northern Territory of Australia

11. You or an Employee

Injury or death of:

- **you**;
- **your employee** if their injury or death arises out of or in the course of their employment with **you**.

Third-party property damage only

12. Excluded Uses

A claim that happens when **your vehicle, caravan, trailer** or **farm machinery** is being used as machinery and not for transport or haulage.

How We Pay Claims

Comprehensive cover; and third-party property damage, fire and theft

How your claim is settled

We will at **our** option either:

- + repair or replace **your vehicle, caravan, trailer** or **farm machinery**; or
- + make a cash payment.

How your claim is valued

1. Market Value

We will pay to **you** the **market value** of **your vehicle, caravan, trailer** or **farm machinery** when the loss or damage took place.

2. Agreed Value

We will pay to **you** up to the amount that is shown in the **schedule** for **your vehicle, caravan** or **trailer**.

Third-party property damage only

We will pay those sums that **you** become legally liable to pay as damages and as plaintiff's litigation costs, expenses and fees. **We** will not pay more than the **limit of indemnity** plus other costs that **we** have agreed in writing to pay.

How Your Vehicle is Repaired

1. Choice of Repairer

If **we** agree to repair **your vehicle**, **you** may nominate a repairer of **your** choice to carry out the repairs.

You must:

- ensure that the repairer has all the necessary current licences and authorisations as required by law; and
- obtain **our** authorisation for the repairs and quoted costs before those repairs are commenced.

If **we** do not agree with **your** choice of repairer, **you** must till co-operate with **us** to select another repairer that **we** both agree on.

2. Replacement Parts

If **we** agree to repair **your vehicle**, **we** will authorise the use of genuine mechanical parts manufactured by the original manufacturer subject to their availability.

We will use non-mechanical reusable parts or non-genuine parts only when this:

- is consistent with the age and condition of **your vehicle**;
- does not compromise the safety or the structural integrity of **your vehicle**;
- complies with **your vehicle** manufacturer's specifications and applicable Australian Design Rules;
- does not adversely affect the post-repair appearance of **your vehicle**;
- does not void or affect the warranty provided by the **vehicle** manufacturer.

3. Sub-letting Repairs

During the repairs of **your vehicle**, **we** may arrange for a part of the repair to be carried out by a specialist service provider, for example windscreen repairs.

4. Guarantee

We guarantee workmanship of the repairs authorised by **us** for the life of **your vehicle**. This guarantee is in addition to **your** statutory rights against the repairer and warranties that **You** have from the repairer directly. Wear and tear is not covered by this guarantee.

We will arrange for repairs authorised by **us** to be rectified at no cost to **you** if **we** agree that the repairs have been defective. Before **we** can do so, **you** must give **us** the opportunity to inspect **your vehicle**.

5. Hire Car following an Accident (for Private Use and Farm Use Vehicles (Motor Cars and Utilities) only)

If **your vehicle** suffers damage and **we** agree that **you** were not at fault and **you** have provided the other driver's details **we** will pay the cost of hiring a similar car.

We will pay this cost until **your vehicle** is returned to **you** or **your** claim is settled.

We will not pay more than \$200 per day and \$5,000 in total under this benefit.

6. Hire Vehicle

We will pay the cost of hiring a **vehicle** similar to **your vehicle** if **your vehicle** is stolen.

We will only pay these costs when **you** make a claim and pay the applicable **excess**.

We will pay this cost until **your vehicle** is returned to **you** or **your** claim is settled.

We will not pay more than \$200 per day and \$5,000 in total under this benefit.

7. Leased Vehicles

We will pay the cost of discharging a lease or finance agreement where the residual value under the lease or finance agreement is greater than the **sum insured** for a **vehicle** that becomes a total or constructive total loss. **We** will not pay any arrears under the lease or finance agreement. **We** will not pay more than the **market value** or **your vehicle** plus 20% under this benefit.

8. New Vehicle (for Private Use and Farm Use Vehicles (Motor Cars and Utilities) only)

If in **our** opinion **your vehicle** becomes a total loss within 2 years of its original registration date and it has not travelled more than 50,000km; or more than 2 years and less than 3 years old since its original registration date and it has not travelled more than 75,000km, then **we** will replace it with a new one. If the make or model is no longer being made **we** will replace it with a comparable one.

9. No Claim Bonus and Excess Exemption

We will not reduce **your** "no claim bonus" nor will **we** apply an **excess** if:

- **your vehicle, caravan, trailer or farm machinery** is stolen; or
- **we** think that the accident that caused the claim was mainly the fault of another party; and
 - I. **you** can tell **us** the name and address of that party; and
 - II. the cost of the repairs to **your vehicle, caravan, trailer or farm machinery** is more than the **excess** that would have applied.

Extra Benefits

When **we** accept a claim under **your** policy, **you** may also be entitled to the following additional benefits subject to general and benefit specific exclusions. **We** will pay these additional benefits only if **your vehicle, caravan, trailer or farm machinery** is covered under *Comprehensive Cover*.

1. Automatic Replacement

If **you** replace **your vehicle, caravan, trailer or farm machinery** during the period of cover **we** will cover the replacing **vehicle, caravan, trailer or farm machinery** from the date of purchase if **you**:

- tell **us** within 14 days of **you** making the replacement;
- agree to pay any extra premium and accept any extra terms that **we** may impose;
- do not pay more than \$250,000 for it.

2. Baby Capsules and Child Seats

If any baby capsule or **child seat** in **your vehicle** is stolen or damaged as a result of the incident, **we** will pay up to \$500 per item towards replacing each baby capsule or **child seat**.

3. Emergency Accommodation

We will pay for **your** extra living costs if **you** cannot travel home to **your** normal place of residence due to damage for which **we** have agreed to pay a claim under this section. **We** will not pay more than \$500 under this benefit.

4. Emergency Expenses

We will pay for those emergency expenses that **You** incur due to an accident to **your vehicle** that takes place at least 100 kilometres from where **you** normally keep it at night. **We** will not pay more than \$2,000 under this benefit.

10. Personal Effects

We will pay **you** for loss or damage to **your** effects that is caused by:

- + an accident to **your vehicle**; or
- + **theft** from **your vehicle** if **you** or **your** passengers are not able to look after them due to an accident to **your vehicle**; or
- + **theft** from **your securely** locked **vehicle**.

We will not pay more than \$2,000 under this benefit.

This benefit does not apply if the loss or damage is recoverable under another policy or section of this policy.

This benefit does not include **money**, cheques, credit or debit cards or any property used to earn an income.

11. Protection Against Uninsured Third-Parties (for Private Use Vehicles only)

We will pay **you** for damage to **your vehicle** when **you** are only covered by *Third-Party Property Damage Only* of this section, if:

- + the other **vehicle** is not insured;
- + **we** think that **you** would be able to recover more than 50% of the cost of repairs to **your vehicle** from the driver of the other **vehicle**; and
- + **you** can tell us:
 - I. the name and address of that driver; and
 - II. the make model and registration number of that driver's **vehicle**.

We will not pay more than the lesser of \$5,000 or the **market value** of **your vehicle** when the accident took place under this benefit.

12. Theft of Keys

If the keys of **your vehicle, caravan, trailer** or **farm machinery** are stolen, **we** will pay up to \$1,000 to replace or re-code **your vehicle's** keys, locks and barrels. **You** need to report the **theft** of keys to the Police.

13. Towage

We will pay for the cost of taking **your vehicle, caravan, trailer** or **farm machinery** to the nearest repairer or place of safety if they are damaged in an accident. The cost must be reasonable. The most that **we** will pay under this benefit is \$10,000.

14. Trailers

We will cover **your trailer** when it is attached to **your vehicle**. We will not pay more than \$1,000 under this benefit.

15. Unlisted Accessories and Plant

If **your** unlisted accessories are damaged **we** will pay to repair or replace them up to 25% of the **sum insured** of **your vehicle** or a maximum of \$10,000 per item whichever is the lesser.

16. Using Another Vehicle

If **your vehicle** cannot be driven **we** will cover a substitute **vehicle** under *Third-Party Property Damage Only* of this section.

17. Water Transit

We will pay the amount that **you** incur as a result of General Average being declared on a transit that is totally within Australia in which **your vehicle, caravan, trailer** or **farm machinery** is being conveyed. General Average applies to trips on water when some cargo is jettisoned to save the hull and remaining cargo.

Optional Extras

You may add the following optional benefits to **your** policy for any additional premium that may be applicable subject to general and benefit specific exclusions.

1. No Claim Bonus Protection

We will not change **your** Bonus if **you** make a claim that would normally do so. This applies only to the first such claim in one period of cover.

2. Windscreen Protection

If only window glass is broken **we** will not apply an **excess**. This extra benefit is limited to one **excess** free claim in one period of cover.

3. Unnamed Motor Vehicle Accessories

If **your** unnamed motor **vehicle** accessories are lost, stolen or damaged, **we** will pay to repair or replace them up to the amount that is shown in the **schedule**, in addition to the **sum insured** for the **vehicle**.



Part B
Farm Liability

Farm Liability Definitions



In this section, the word and phrase that is shown in bold type below has been given a special meaning specific to this **Farm Liability** section only. Those meanings are shown below.

Business Use means:

Using **your farm machinery** privately and for **your** business that is shown in the **schedule**. **You** need this cover if **your** equipment is used regularly for farm contracting.

Farm Contents means:

All **farm contents** on **your** farm. Office equipment in **your home buildings**. It does not mean any:

- + mobile phone, laptop computer, hand held computer or global positioning system unless individually specified in the **schedule**;
- + aircraft other than a drone up to 10 kilograms in weight used for **your** farming business; balloon; craft that travels on a cushion of air; rocket or an accessory to such items;
- + business book, document, record or plan except for the material on which they are written or stored. **We** do cover blank stationery;
- + cash, cheque, postal note, **money** order, stamp, credit card voucher or negotiable instrument;
- + jewellery, fur, precious metal or stone.
- + living creature;
- + motor **vehicle**, motorcycle, motor scooter or an accessory to such items;
- + property that is described under **farm structures**;
- + **vehicle** that runs on rails or an accessory to such a **vehicle**;
- + watercraft or an accessory to a watercraft;
- + **your** property that is not used for nor connected to **your** farm business other than **your** mobile phone, laptop computer, hand held computer or global positioning system which is specified in the **schedule**.

Farm Structures means:

All **farm buildings** plus:

- + covered ways;
- + exterior light fittings;
- + irrigation systems;
- + pens, sheep dips and stockyards;
- + pipes and cables;
- + power and telephone poles;
- + silos;
- + solar power units;
- + tanks;
- + walls, gates, fences but not hedges;
- + windmills.

It does not mean any:

- + **home buildings**.

Flood means:

The inundation of normally dry land by water escaping, overflowing or being released from the normal confines of a:

- + canal;
- + dam;
- + natural watercourse or lake (whether or not altered or modified); or
- + reservoir.

Flood also means inundation of normally dry land by rainwater that cannot run off into any canal, dam, natural water course or lake (whether or not altered or modified) or reservoir because they are **flooded** or overflowing.

Home buildings means:

All the private residential and domestic buildings plus:

- + aerials, clothes' lines and masts;
- + blinds and awnings that are on the outside;
- + fixed home appliances;
- + fixed floor coverings but not carpets;
- + fixed light fittings;
- + paths, terraces, driveways and courts;
- + pipes and cables;
- + saunas, spas and swimming pools;
- + title deeds to **your** home covered by this policy;
- + walls, gates, fences but not hedges.

Home Contents means:

All the domestic **contents** that **you** own or which are in **your** care and for which **you** are legally responsible plus:

- + model planes where the current new replacement value is not more than \$500;
- + motor driven home garden tools golf buggies or wheel chairs that do not have to be registered;
- + office equipment that is used for business but only when it is at the **location**;
- + portable spas and swimming pools;
- + \$3,000 for tools of trade while they are at the **location**.

It does not mean any:

- + mobile phone, laptop computer, hand held computer or global positioning system unless such items are individually specified in the **schedule**;
- + aircraft, rocket or an accessory to them;
- + **caravan**, motor **vehicle**, motorcycle, motor scooter, **trailer** or an accessory to these items;
- + fixture, fitting or fixed appliance at the **location** if **you** own:
 - the building that contains them; or
 - the Strata or Group Title unit that contains them and it is the Governing Body's duty to insure them;
 - living creature;
 - watercraft and accessories where the current new replacement value is more than \$2,000.

Limit of Indemnity (this applies to claims made against **you**) means: The amount that is shown in the **schedule**. This amount is the most that **We** will pay for an occurrence or a series of **occurrences** that arise from one cause or from continuous or repeated exposure to substantially the same general condition. It is also the most **we** will pay for all **occurrences** that take place in any one period of cover where the **occurrences** arise from (in each case whether directly, indirectly, proximately or remotely):

- + pollution; or
- + **your** products or their containers (once they have left **your** control); or
- + crop and weed spraying.

Location means:

The place where the items that are covered by this policy are situated. This place is shown in the **schedule**.

Personal Injury means:

This special meaning applies to the *Farm Liability* section only.

- + death, bodily injury, disability, disease, fright, humiliation, mental anguish and injury, sickness and shock;
- + assault or battery that is not committed by **you** or at **your** direction;
- + assault or battery that is due to **You** using or someone that **you** tell to use reasonable force to prevent harm to a person or property;
- + defamation;
- + denial of liberty, false arrest or imprisonment, wrongful detention or restraint;
- + eviction;
- + invasion of right of private occupancy;
- + malicious prosecution;
- + wrongful entry.

Valuables means:

Your belongings that are normally worn or carried and pedal cycles. It does not mean any (unless listed in the **schedule**):

- + household item;
- + cash, cheque, postal note, **money** order, stamp, ticket, negotiable instrument or document;
- + property that is used for a business;
- + tool, plant or machine.

Vehicle means:

Your motor **vehicle**, motorcycle and sidecar or wheeled motor scooter and if they are attached to or in them when they are lost or damaged, any:

- + accessory that is shown in the **schedule**;
- + alarm;
- + **child** safety seat or baby capsule;
- + standard tool or accessory.

You, Your, Yours, Yourself means:

- + each legal entity that is shown in the **schedule** as the insured.
- + under the *Farm Liability* section **you, your, yours, yourself** is extended to include:
 - a director partner or **employee**. They are covered when they are acting for **you** in that position;
 - a member of a social club formed with **your** consent for **your employees**. They are covered when they are engaged in any legal activity that is connected with that club;
 - a voluntary worker. They are covered when they are acting for **you**;
 - **your** shareholders. They are covered when they are acting for **you**.

Cover Section – Farm Liability

What's Covered

Part A – General liability

Your legal liability for:

- + loss of or damage to tangible property;
- + loss of use of tangible property;
- + personal injury.

The loss, damage, loss of use or **personal injury** must result from an occurrence that is connected with **your** farm that is covered by this policy. It can take place either in Australia or during an overseas business trip by **you**, **your** directors or **employees** provided **you** or they normally live in Australia.

Part B – Products liability

Your legal liability for:

- + loss of or damage to tangible property;
- + loss of use of tangible property;
- + **personal injury**.

The loss, damage, loss of use or **personal injury** must result from an occurrence that is caused by a product or its container from **your** farm that is covered by this policy. The product must be supplied by **you** in or from Australia.

What's Not Covered

Part A – General liability

1. Building Work and Demolition

A claim that arises out of:

- the erection or demolition of, or the addition, alteration or repair to a structure on **your** behalf if the total cost of such work is more than \$100,000;
- tunnelling, underpinning, vibration or interference with the support of any property.

2. Defamation

A claim for defamation:

- made before this section began;
- if **you** knew that the material was false before it was issued.

3. Goods That You Supply

A claim that arises from goods that **you** have supplied except for food or drink for **your employees** or guests. (Please see cover available under *Part B Products Liability*).

4. Lighting Fires

A claim that arises out of a fire that was ignited or spread by **you** or on **your** behalf (including through the operation of welding, grinding or other equipment) when a fire ban is in operation or otherwise when in breach of a law, regulation, by-law or ordinance.

5. Overseas Work

A claim that arises from or is contributed to by **you**, **your** directors or **employees** doing manual work during an overseas business trip.

6. Property in Your Care

Loss of or damage to a motor **vehicle**, **caravan** or **trailer** that is in **your** care, custody or control unless it is in a car park that **you** own or operate.

Loss or damage to livestock is limited to \$10,000 per animal and \$250,000 in the aggregate, unless **we** agree otherwise.

7. Vehicles

Any claim that arises from or is contributed to by the use of or ownership or operation by **you** of:

- a registered **vehicle**; or
- a **vehicle** that should have been registered;

unless it was being used as machinery and not for transport or haulage and cover is not available under any law or compulsory third-party insurance.

Part A – General liability; and Part B – Products liability

8. Asbestos

A claim for death, injury, loss, damage or liability of any nature directly or indirectly connected in any way with asbestos.

9. Boats and Planes

A claim that arises out of the ownership control occupation of, or activity or work that is connected with any:

- aircraft, balloon that can carry people, craft that travels on a cushion of air, rocket or anything that falls from these things;
- place or structure where aircraft are stored, maintained or used;
- watercraft.

Notwithstanding the foregoing, this exclusion shall not apply in respect of operators of a drone with an operating weight up to a maximum of 10 kilograms where the operation is incidental to the farming activities of the insured.

Furthermore:

- operators must be located in Australia;
- operation must to comply with CASA regulations.

Operation must be within direct, unaided visual line-of-sight of the pilot and no higher than 200 metres above ground level and no further than 500 metres from the drone operator.

This exclusion shall remain in force for **drones** being operated:

- within 5.5 kilometres of an aerodrome that is controlled by an air traffic service;
- within the movement area or runway of an aerodrome;
- within approach or departure path of any aerodrome;
- in a way that does not comply with CASA regulations.

10. Defective Work

The cost of correcting defective work.

11. Defects, Errors and Omissions

A claim that arises out of any:

- defect error or omission in design plan specification or formula;
- error or omission in advice for a fee or professional advice whether or not for a fee. **We** will cover professional advice about **your** products provided that no fee is charged;
- treatment that is given or prepared or the failure to give treatment. However, if **you** do not provide medical health or nursing services or products, **we** will cover **your** legal liability for personal injury arising from emergency first aid treatment that **you** give on **your** farm.

12. Employees and Family

A claim for **personal injury** to:

- an **employee** that arises out of or in the course of their work;
- anyone who normally lives with **you** unless the person is a paying boarder or paying guest and is not **your child**;
- **your child**.

13. Quarantinable Diseases and Genetically Modified or Engineered Organisms

Liability directly or indirectly caused by or arising out of:

- Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCLD);
- the manufacture, importing, growing, blending, mixing or distributing of genetically modified or engineered organisms (GMO);

regardless of any other contributing or aggravating cause or event.

14. Internet Operations

Liability directly or indirectly caused by or arising from **your** internet operations, unless the liability arises out of any material which is already in print by the manufacturer in support of its products which is also reproduced on **your** web site.

15. Pollution

- Liability that arises out of:

I. the discharge, dispersal, release or escape of any:

- + acids;
- + alkalis;
- + chemicals;
- + cinders;
- + debris;
- + dust;
- + fumes;
- + gases;
- + liquids;
- + mists;
- + odour;
- + smoke;
- + soot;
- + vapours;
- + waste; or
- + other irritants, contaminants, pollutants or harmful substances.

unless the discharge, dispersal, release or escape is the result of an instantaneous, identifiable, unintended and unexpected event that takes place in its entirety at a specific time and place.

II. the unexpected discharge, dispersal, release or escape of any substance referred to in (I) above where a discharge, dispersal, release or escape is expected in the normal course of **your** business.

- the cost of removing, nullifying or cleaning up pollution;
- costs or expenses incurred whether voluntarily or under compulsion for the prevention of pollution.

16. Home Buildings, Home Contents or Valuables

A claim for death, injury, loss, damage or liability arising out of the occupation, use or ownership of any **home buildings, home contents or valuables**.

How We Pay Claims

Part A – General liability

We will pay those sums that **you** become legally liable to pay as damages and as plaintiff's litigation costs. **We** will not pay more than:

- + the **limit of indemnity**; and
- + other costs that **we** agree to pay in writing.

Part B – Products liability

We will pay those sums that **you** become legally liable to pay as damages and as plaintiff's litigation costs. Regardless of how many **Occurrences** that take place in any one period of cover **we** will not pay more than:

- + the **limit of indemnity** in total; and
- + other costs that **we** agree to pay in writing.

Extra Benefits

1. Aircraft Landing Areas

We will extend this section to cover Aircraft Landing Areas operated by **you** at the **location**.

2. Crop and Weed Spraying

We will extend this section to cover liability for loss or damage arising from spraying of fertiliser, herbicides and insecticides at the **location** by **you** or an **employee** from a ground based system, or for **your** liability only when performed by a contractor or sharefarmer.

Our liability will be limited to loss or damage that is the result of an identifiable unintended and unexpected event that takes place in its entirety at a specific time and place and the loss or damage is reported to **us** within 28 days of the occurrence of this event.

But regardless of how many **occurrences** that take place in any one period of cover **we** will not pay more than:

- the **limit of indemnity** in total; and
- other costs that **we** agree to pay in writing.

3. Incidental Farm Contracting

We will extend this section to cover **incidental farm contracting** that **you** undertake.

4. Meals

We will extend this section to cover the supply of meals for reward.

5. More than One Insured

When the insured is made up of more than one party each party will be treated as if they had a separate

policy provided **our** liability is not increased.

Optional Extras

1. Paying Guests

We will extend this section to cover accommodation for paying guests at the **location**.

The accommodation facility must comply with local government regulations.

We will not extend this section if the accommodation is in the form of camping or caravanning.

We will not pay for a claim that arises from a farming or recreational activity.

2. Holiday Farms

We will extend this section to cover recreational and farming activities of paying guests. But, **we** will not pay for a claim that arises from:

- abseiling;
- aquaplaning;
- ballooning;
- canoeing;
- flying in an aircraft;
- motorcycle riding;
- mountaineering;
- parachuting;
- power boating;
- rock climbing;
- horse riding.

3. Aerial Crop Spraying

We will extend this section to cover liability for property damage which arises out of any aerial spraying application conducted by a licensed aerial spray contractor engaged by **you** or on **your** behalf, provided:

- any aircraft used is not owned nor 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** neither own nor operate the aerial spray business.

We will cover **you** for **your** liability only.

Our liability under this optional benefit is limited to:

- I. \$500,000 if the spraying of chemicals is done in connection with cotton farming;
- II. \$1,000,000 if the spraying of chemicals is done in connection with farming other than cotton farming during any one period of cover.

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





Farm

NSW

Suite 3, Level 18, 201 Kent St
Sydney, NSW 2000

The Forum, Level 3
240 Pacific Highway
Charlestown, NSW 2290

VIC

Suite 4, 400 Canterbury Rd
Surrey Hills, VIC 3127

QLD

Level 12, 324 Queen St
Brisbane, QLD 4000

WA

PO Box 864
Joondalup DC, WA 6919