

360 Farm Policy Product Disclosure Statement and Policy Wording

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Important Information



About 360 Farm and Regional Pty Ltd

360 Farm and Regional Pty Ltd **ABN 98 088 296 324**, **AFSL 229939** (360 Farm), 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 QBE to arrange, enter into/bind, and administer this insurance for QBE.

Our contact details are:
360 Farm and Regional Pty Ltd
Suite 1, Level 18,
201 Kent Street,
Sydney, NSW 2000
Telephone. 1800 411 580

About the Insurer

QBE Insurance (Australia) Limited **ABN 78 003 191 035**, **AFSL 239545** (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited **ABN 28 008 485 014** is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). **We** have been helping Australians protect things that are important to them since 1886.

This insurance is underwritten by QBE.

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

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that **we** operate in. Through Premiums4Good, **we** invest a portion of customer premiums into investments that aim to make positive environmental or social change, alongside a financial return. It's just another way **we** help in enabling a more resilient future.

About this Document

This document contains important information to help you understand the features, benefits and risks of this insurance. Because **we** don't know your personal circumstances, please treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should take into account your personal circumstances when considering the information provided to decide if the product is right for you.

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. Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

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 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.

Change in your circumstances

After **we** have agreed to cover you and while you are covered you must tell **us** as soon as possible if any of the information you disclosed at the commencement or renewal of this policy or that is shown in your **schedule** is incorrect or has changed. For example, 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;
 - products that you sell or supply; or
 - 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 to 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.

Change in the ownership of your business

We will not cover loss, damage, or liability caused or contributed to by, any alteration after the commencement of this policy where:

- + **your** interest ceases by will or operation of law;
- + the farm business is wound up, carried on by an insolvency practitioner or permanently discontinued.

If **you** alter the risk in any of these ways, **we** may cancel **your** policy.

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**;
- + 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.

Information Relating to Premium Calculation

The list of factors above is not exhaustive. **We** may take other factors into account and add or remove factors. The importance **we** place on the factors **we** use to calculate the premium and how the factors combine, all affect calculation of the premium. Some factors will not affect all components of the premium and not all components of the premium may be subject to discounts in the same way or at all.

How the factors combine to calculate premium may also be impacted according to your circumstances and other underwriting considerations. The premium determined by a combination of the factors may be adjusted up or down to reflect your circumstances and underwriting considerations including the risk being insured and the value of any claims. An adjustment like this may increase or decrease the premium from the combination of factors and may limit discounts.

Minimum premium and your previous year's premium are commercial factors that may limit premium increases and decreases from the combination of the factors and any discounts. A minimum premium is the least amount of premium **we** will accept for the insurance and factors and any discounts will not reduce the premium below minimum premium. Your previous year's premium is taken into account on renewal and may limit premium increases and decreases from the combination of the factors and limit discounts.

The premium **we** calculate according to the factors, your circumstances and other commercial factors, including taxes and government charges, will be shown on your policy **schedule**.

Not-at-fault Claims

A claim under the Motor section will be considered by **us** as a not-at-fault claim for the purposes of adjusting the rating factor on renewal where:

- + your vehicle is stolen; or
- + the driver of your vehicle did not cause or contribute to the incident claimed and you provide **us**, where reasonably possible, with the name and address of the responsible person(s).

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 **we** settle 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; 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 Period

If you change your mind about your policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and **we**'ll give you a full refund. If you cancel your policy in these circumstances, you will have no cover under the policy.

To cancel your policy within the cooling-off period, contact your financial services provider.

You can also cancel your policy outside the cooling off period, (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 financial services provider do not already have the required policy confirmation details.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

Misuse of Our Products and Family Violence

We do not condone the misuse of our products for the purpose of financial abuse or disadvantage, including through family and domestic violence. We are here to provide support to our customers who may be impacted. Further details about our Family and Domestic Violence Customer Support Policy are available at qbe.com/au

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we will do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your policy, direct debit or claim. You will find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer relations

If your complaint isn't resolved by the team looking after your policy or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

How to contact QBE Customer Relations

Telephone. 1300 650 503
Fax. (02) 8227 8594
Email. complaints@qbe.com
Post. GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we are unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

How to contact AFCA

Telephone. 1800 931 678
Email. info@afca.org.au
Post. GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customer care@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

How to contact OAIC

Telephone. 1300 363 992
Email. enquiries@oaic.gov.au
Post. GPO Box 5218, Sydney NSW 2001

Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA

Telephone. 1300 558 849
Online. apra.gov.au/financial-claims-scheme-general-insurers

Privacy Statement

Both QBE and 360 Farm are committed to the safe and careful use of your personal information in the manner required by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and the terms of the policy.

360 Farm

360 Farm will collect personal information when you deal with 360 Farm, its agents, other companies in the 360 group, QBE group or suppliers acting on 360 Farm's behalf. 360 Farm uses your personal information so it can do business with you, which includes issuing and administering its products and services and processing claims.

Sometimes 360 Farm might send your personal information overseas. The locations 360 Farm sends it to can vary and may include New Zealand, Singapore, Philippines, India, UK, countries within the European Union and the United States of America.

A copy of the 360 Privacy Policy is located on the 360 website at 360uw.com.au

QBE

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with **us**, or sometimes through **our** agents, other companies in the QBE group or suppliers acting on **our** behalf. **We** will only ever collect the personal information **we** need in order to provide **our** services to you, such as issuing and administering **our** products and services and processing claims. **We** will obtain consent before collecting sensitive information, such as health information, unless **we** are required or permitted by law to collect it without consent. Sometimes **we** may store and disclose your personal information overseas. When **we** do this, **we** ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom **we** collect personal information, as well as where **we** store it and the ways **we** could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact **us** at customer@qbe.com or on 1300 650 503.

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 this PDS might change. If the change is adverse and might affect a reasonable person's decision to buy the policy, then either a supplementary PDS (SPDS) or a new PDS will be provided at renewal.

Our Contact Details

If you or your financial services provider 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 and Regional Pty Ltd
Suite 1, 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, including listed accessories on your **schedule**, in case of a **total loss** if you select this option. These amounts are shown on your **schedule**.

This amount excludes GST, unless you are unable to claim an ITC for your vehicle, in which case it will include GST.

It is your responsibility to check and update this amount at renewal and to ensure it is appropriate for your needs.

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 or Children 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.

Computer System means:

any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or **electronic data** storage device, networking equipment or back up facility.

Cyber Incident means:

- + unauthorised or malicious acts regardless of time and place or the threat or hoax thereof;
- + **malware or similar mechanism**;
- + programming or operator error whether by the insured or any other person or persons;
- + any unintentional or unplanned – wholly or partially – outage of the insured's **computer system** not directly caused by physical loss or damage; affecting access to, processing of, use of or operation of any **computer system** or any **electronic data** by any person or group(s) of persons.

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.

Electronic Data means:

Facts, concepts, information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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 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 and/or permanently attached or fixed to the farm buildings.

Farm buildings does not mean:

- + **farm structures** which are not permanently installed in and/or permanently attached or fixed;
- + **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 used in your **home buildings**;
- + portable pens, sheep dips and stockyards;
- + portable silos;
- + portable solar power units;
- + portable **farm fencing**;
- + portable tanks.

It does not mean any:

- + fixed **farm fencing** and **trellising**;
- + harvested crops;
- + **farm machinery**;
- + property that is described under **farm structures**;
- + business book, document, record or plan except for the material on which they are written or stored.
- + beehives;
- + **livestock** and living creatures;
- + mobile phone, laptop computer, hand held computer or global positioning system unless they are used for or connected to your insured farm business;

- + aircraft; balloon; **drone** (greater than 2 kilograms); craft that travels on a cushion of air; rocket or an accessory to such items.
- + **home contents**;
- + **valuables**;
- + jewellery, fur, precious metal or stone;
- + cash, cheque, postal note, **money** order, stamp, credit card voucher or negotiable instrument;
- + motor vehicle, motorcycle, motor scooter or an accessory to such items;
- + vehicle that runs on rails or an accessory to such a vehicle;
- + watercraft or an accessory to a watercraft;
- + animal semen or embryos, and their containers (cover is available under *Mobile Farm Property* section of this policy);
- + item that can be more specifically insured under another section of this policy.

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 the 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 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 Structures means:

All permanent farm structures including:

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

It does not mean any:

- + **farm buildings;**
- + **farm contents;**
- + **farm machinery;**
- + **livestock;**
- + **working dogs;**
- + **home buildings;**
- + unpaved or grassed areas, arena surfaces, tracks, roads, driveways or paths constructed of dirt, earth or gravel;
- + dams or water reservoirs built into the earth;
- + plants or harvested crops.

Farm Use means:

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

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

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.

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.

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, patios, 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, domestic 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;
- + tanks for which the primary use is for the domestic property.

Home Buildings do not include or mean:

- + any pontoons, jetties, wharves or mooring;
- + boarding houses or hostels;
- + **farm fencing;**
- + **farm buildings;**
- + hotels or motels;
- + commercial buildings;
- + carpets, curtains or internal blinds;
- + anything that can be defined as or insured under **home contents;**
- + exhibition or display homes;
- + landscaping, trees, shrubs and plants unless they would be covered under extra benefit 7;
- + **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;
- + furniture and furnishings;
- + hearing aids;
- + home and garden appliances;
- + 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;
- + 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;
- + computer software and media purchased online, e.g. music, software and videos;
- + surfboards, surf-skis and sail boards but not jet skis;
- + mobile phone, laptop and tablet computers or global positioning systems;
- + tools of trade at the **location**;
- + remote controlled model aircraft but not **drones**, and their accessories;
- + bicycles at the **location**;
- + watercraft up to 4 metres long that is unpowered or powered by a motor less than 10hp and its accessories.

Please refer to *The Most We Will Pay* in the *Cover Section – Home Contents* for applicable Home Contents sublimits.

If an item exceeds the sublimit, please consider cover for an item under *Cover Section – Valuables*.

It does not mean any:

- + aircraft, balloon, **drone**, craft that travels on a cushion of air or a rocket, and their accessories;
- + **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;
- + 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.

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**.

Unless agreed otherwise in writing, these services must not:

- + be the primary source of income; and or
- + generate more than \$50,000 in gross revenue; and or
- + be more than 25% of operational use or turnover.

Please Note

This does not pertain to **share farming**, of which there is a separate definition.

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.

Livestock means:

Farm animals that are listed in the **schedule** which are used for your farming business. It does not include, working dogs, insects including bees, any animals used in aquaculture farming.

Location means:

The land and or place specified in the policy **schedule**, this includes property owned or leased and managed by you or any off-farm insured dwelling as listed in your **schedule**.

Malware or Similar Mechanism means:

Any program code, programming instruction or other **set** of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

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.

The market value excludes:

- + costs and charges for registration, stamp duty, dealer deliveries and the like; and
- + GST, unless you are unable to claim an Input Tax Credit (ITC) for your vehicle or boat, in which case it will include GST.

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 Breakdown** 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:

- + driving lessons for reward;
- + selling, collecting or delivering;
- + 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.

Share Farming means:

Is an arrangement or formal agreement where two or more parties operate a farm business together. Often income and costs are shared between the parties with both normally bringing assets and/or skills to the arrangement that complement each other.

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 Breakdown* 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.

If you can claim an Input Tax Credit (ITC) on the replacement of any property, the corresponding sum insured will not include GST. If you can't claim an ITC, the sum insured will include GST.

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.

Total loss means:

Where you insured property is damaged or destroyed beyond economical repair, or lost and irretrievable.

Trailer means:

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

Trellising means:

A structure used to support climbing plants. This includes any stakes and plant ties used to guide and support climbing plants. It does not include:

- + the climbing plant;
- + any fence, fencing, walls or structures it may lean on or surround it;
- + any pot/s which the plant is buried in.

Unspecified Farm Machinery means:

A self-propelled or motor drawn machine or implement designed specifically for agricultural purposes and used primarily for agricultural purposes, where the current **market value** of the unspecified machinery is \$10,000 or less.

Unspecified **farm machinery** does not include:

- I. passenger vehicles;
- II. utility vehicles;
- III. trucks and their **trailers**;
- IV. goods carrying vehicles;
- V. **caravans**;
- VI. gyrocopters and aircraft.

Unspecified mobile machinery also excludes the attachments, equipment accessories or spare parts of (I) to (VI) above.

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;
- + cash, cheque, postal note, **money**, money order, stamp, ticket, negotiable instrument or document;
- + household items;
- + **money**, bullion or negotiable instruments of any kind;
- + any **collection** or work of art;
- + goods for business use or tools of trade;
- + tool, plant or machine;
- + a vehicle.

We, Us, Our means:

QBE Insurance (Australia) Limited (QBE).

Working dogs means:

A dog you use for your farm business.

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, apart from essential emergency repairs.

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. make a full report to the Police as soon as practicable and provide details of the report to **us** 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.

We may need the police report number to process your claim or **our** recovery action if there is a third party who is liable for your loss.

- 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** reasonably 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. as soon as possible 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. **We** will update you in the progress of proceedings if you ask **us** to.
- b. you must give **us** any reasonable 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 insured under this policy, whether or not **we** have paid your claim in full.

4. Discharge of our liabilities

We may at any time discharge **our** total liability to you for all claims against you which arise out of one **occurrence** or a series of **occurrences** by paying to you (or on your behalf) the lower of:

- a. the **sum insured**; or
- b. the total amount for which the claims can be settled.

In addition to such payment, **we** will also pay your charges, expenses and defence costs for the defence or negotiation of the settlement of the claims incurred up to the date of **our** payment if **we** have agreed previously in writing to pay such charges, expenses and defence costs.

Once **we** have made payment to discharge **our** liability as stated above:

- a. **we** will hand the conduct and control of the claims to you;
- b. **we** will not be liable to pay any further amounts; and
- c. **we** remain entitled to exercise **our** subrogation rights as outlined in the general conditions of this policy.

The total amount for which the claim or claims can be settled is either:

- a. the amount for which the claimants offer to settle all claims or claims; or
- b. the amount assessed by a Senior Counsel, taking into account:
 - I. the economics of the matter;
 - II. the damages and costs which the claimants are likely recover by;
 - III. the likely defence costs; and
 - IV. your prospects of successfully defending the claim.

If you and **we** cannot agree on the Senior Counsel, **we** will ask the President of the Bar Association in the relevant State or Territory to nominate one.

We will include the cost of the Senior Counsel's opinion in your defence costs.

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.

6. Inspection

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

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or 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).

When cover comes to an end following a total loss

If we declare your **home building, 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 unpaid, we are entitled to deduct from any claim paid or payable, the balance of the unpaid premium in relation to the item(s).

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, 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 receipts of purchase or proof of the value of all property insured by this policy.

Salvage

We are entitled to procure 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.

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

Subrogation and uninsured loss

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 you've suffered loss as a result of the incident that wasn't covered by your policy, we may offer to attempt to recover this as part of our recovery action. 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.

Taxation implications

All amounts in your Policy include GST, unless we say otherwise.

There may be other taxation implications for you, depending on your circumstances. We recommend you seek professional tax advice.

Your GST status affects the amount we pay for claims. We will reduce your claim settlement to allow for any Input Tax Credit (ITC) entitlement for replacement goods or services.

This is regardless of whether you replace those goods or services.

If you're a business you must tell us if you're registered, or need to register, for GST. If you are registered, or if you need to register, you need to tell us:

- + your ABN if you have one;
- + the percentage of any Input Tax Credit (ITC) you were entitled to claim on your premium (ITCE);
- + any entitlement you may have to claim a GST credit on any goods or services you may buy to satisfy your claim (ITC or ITCE).

As an example; if you are registered for GST and claim an Input Tax Credit (ITC) of 100% and request a cash settlement for repairs required to your **fixed farm property**, you will receive the repair amount excluding GST.

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.

Seasonal Cover

When insuring **livestock**, fencing and **farm machinery** a full annual premium will be charged when you are increasing or decreasing, or have increased or decreased, cover on **livestock**, fencing and **farm machinery**.

For example, when increasing cover on Harvesters from third-party property damage to comprehensive during periods of harvest you will be charged the full annual comprehensive premium.

Taking Care

You must:

- + take all reasonable care to prevent loss, damage or injury;
- + comply with all laws and regulations, by-laws and ordinances relevant to your business;
- + ensure the property does not have any damage, defects or maintenance needs which make damage to the property more likely;
- + ensure that the insured property is maintained in good condition.

Example:

Maintenance to your property to ensure longevity of the asset i.e., this could include but is not limited to replacing rotten, damaged or rusted components, ensuring roof panels are secured.

Sending You Documents

Documents relating to your insurance policy will be sent by email.

It is your responsibility to make sure your contact details are current (including telephone number, email and mailing address where relevant) and you must update these as soon as they change.

When There is More Than One Insured

When there is more than one insured on your policy, **we** may treat what any one of them says or does in relation to your policy or any claim under it, as said or done by each of the insureds. **We** may rely on a request from one insured to change or cancel your policy or tell **us** where a claim payment should be paid. Where a payment is made to one insured under this policy, **we** have no further obligations to any other insured regarding that payment.

The Most We Will Pay

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

- + *Fixed Farm Property;*
- + *Mobile Farm Property;*
- + *Burglary;*
- + *Farm Interruption;*
- + *Machinery;*
- + *Electronics;*
- + *Transit;*
- + *Home Buildings;*
- + *Home Contents;*
- + *Valuables;*
- + *Motor – Part A – Own Damage;*
- + *Personal Liability.*

Personal liability

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

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**.

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**.

References to Legislation

Legislation referenced in this policy includes **subsequent legislation**. Any term used in this policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in **subsequent legislation**.

Subsequent legislation means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

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 by this exclusion. 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 72 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 purchase the **location** 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 and statutory liability

Liability that:

- + can be covered under insurance required by compulsory statutory insurance laws;
- + is imposed by any statute, 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.

Cyber risk

This policy does not provide cover for any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber incident**. However, **we** will provide cover for physical loss or damage to property insured, directly occasioned by a **cyber incident** as provided under *Part A Cover* sections:

- + **Fixed Farm Property;**
- + Mobile Farm Property;
- + Machinery;
- + **Home Building;**
- + **Home Contents;**
- + **Valuables;**
- + Motor.

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**; and/or
- + the malfunction of any **computer system** 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 you or anyone acting on your behalf to obtain any benefit under this policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of you, QBE 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)

We don't cover liability in respect of:

- a. genetically modified organisms which you manufacture, import or conduct trials of; or
- b. services you provide in the manufacture of genetically modified organisms apart from growing genetically modified crops authorised or approved by the State or Territory where your farm is located.

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.

Intentional loss

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

- + intentional 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.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for **us** to do so.

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.

Infectious or Contagious Disease Exclusion during a Public Health Emergency of International Concern

1. This policy does not cover claims in any way caused by or resulting from an 'infectious or contagious disease', an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
2. This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).

3. This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
4. 'Infectious or contagious disease' means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Radioactive contamination and explosive nuclear assemblies

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.

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.

Sanctions 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 and the home building

Any loss or damage to **farm structures, farm buildings, farm contents, home buildings** and **home contents** kept therein that are not maintained in good repair and condition. The **farm structures, farm buildings** and **home buildings** are 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 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
8. Home Buildings
9. Home Contents
10. Personal Liability
11. Valuables
12. Motor

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.

Vehicle means:

Your motor vehicle and if they are attached to or in it 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**.

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;
- + storm damage, provided that the harvested crops are contained in a fixed and fully enclosed silo or in a building that is fully enclosed by walls and roof at the time of the **occurrence**;
- + 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 **livestock** that is caused by **livestock** and/or domestic 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;
- water that seeps into **your farm buildings** or **farm structures**; or
- 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, and there may be a specific endorsement applied to any hay claim.

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 to **trellising** 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.

18. Cyber Risks

There is no cover under this section of **your** policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a **cyber incident**.

However, **we** will provide cover for physical loss or damage to insured property by an insured peril which occurs as a direct result of a **cyber incident**.

How We Pay Claims

Farm Buildings

Farm Structures

How your claim is settled

We will 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. National Trust or Heritage Listed Buildings

If **your farm building** or **farm structure** has Historical significance, including National Trust and Heritage Buildings, or to buildings with historical architectural features or of antiquarian character and where original type materials are not available in Australia, the work of rebuilding, replacing, repairing and/or restoring will be made in a form consistent with the criteria applied to recently constructed buildings of a similar nature. The construction methods and materials will be used as per what is considered standard in the construction industry in Australia at the time of reinstatement, while maintaining as much of the original character of the property as is practicable.

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 structures – Farm Trellising

1. New for Old

We will pay **you** the cost of materials and labour that is required to reinstate **your trellising** up to the **sum insured** as shown in **your schedule**.

We will not pay any costs for replacing or relocating any pots, plants and or undamaged **trellising**.

2. Other Costs

In addition to the **sum insured**, **we** will also pay up to 10% of the **trellising sum insured** for the cost of fees, demolition, removing debris for **trellising** following an incident that **we** have agreed to cover.

Harvested crops

How your claim is settled

We will 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 \$100,000 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. When **you** make a claim, **we** will adjust **your sums insured** by the Australian All Groups Consumer Price Index last published quarterly figure prior to the date of loss. This will only apply to the period of cover in which the accidental damage takes place.

As an example, if **you** have selected this option and **you** have a claimable event in the month of April which results in **your** farm structure being declared a **total loss**, **we** would increase the **sum insured** amount by the Australian All Groups Consumer Price Index last quarterly figure released in March.

Please Note

If **you** have selected to have **your sum insured** figures to be indexed automatically at renewal, the *Inflation Protection* benefit is in addition to this.

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

We will cover the cost of removing burnt out tree stumps and replacing them with seedlings.

We will not pay more than:

- a. \$200 per tree; and
- b. \$5,000 in total 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

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.

17. Cyber Risks

There is no cover under this section of **your** policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a **cyber incident**.

However, **we** will provide cover for physical loss or damage to insured property by an insured peril which occurs as a direct result of a **cyber incident**.

2. The Most We Will Pay

We will not apply this limit to those items that are listed in the **schedule** for **farm contents**.

3. The Most We Will Pay for Farm Machinery

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.

4. The Most We Will Pay for Unspecified Farm Machinery

For any **unspecified farm machinery**, **we** will pay up to \$10,000 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 and working dogs

How your claim is settled

We will either:

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

How your claim is valued

1. The Most We Will Pay for Livestock

The **market value** of **your livestock** immediately before the death took place up to the **sum insured** shown on **your schedule**.

2. The Most We Will Pay for Working Dogs

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

How We Pay Claims

Farm contents and farm machinery

How your claim is settled

For **your farm contents** **we** will 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.

For **your farm machinery** **we** will either:

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

How your claim is valued

1. New for Old for Farm Contents

What it would cost new if **you** bought **your farm contents** now.

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. When **you** make a claim, we will adjust **your sums insured** by the Australian All Groups Consumer Price Index last published quarterly figure prior to the date of loss. This will only apply to the period of cover in which the accidental damage takes place.

As an example, if **you** have selected this option and **you** have a claimable event in the month of April which results in **your farm machinery** being declared a **total loss**, we would increase the **sum insured** amount by the Australian All Groups Consumer Price Index last quarterly figure released in March.

Please Note

If **you** have selected to have **your sum insured** figures to be indexed automatically at renewal, the Inflation Protection benefit is in addition to this. Indexation cannot be selected under the *Mobile Farm Property* section.

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.

Under this optional benefit we will pay **you** the **market value** of **your** animal/s immediately before the **theft**.

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**.

4. 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.

We will not pay more than \$75 for any one straw or ampoule. The maximum amount we will pay is the **sum insured** shown on **your schedule**.

We will not cover 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;
- + contamination by any substance or living organisms;
- + gradual deterioration;
- + embryos and semen failing to meet quality standards unless caused by an **occurrence**.

Cover Sections – Burglary

What's Covered

Your **farm buildings** at the **location** shown in the **schedule** and **farm structures, farm contents, farm machinery** and harvested crops 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 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 the amount shown in **your schedule** for **your farm contents**.

Farm machinery

How your claim is settled

We will 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 \$10,000 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**.

Harvested crops

How your claim is settled

We will 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. 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. When **you** make a claim, we will adjust **your sums insured** by the Australian All Groups Consumer Price Index last published quarterly figure prior to the date of loss. 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

Cyber risks

In no case will this section cover loss, damage, liability or expense directly or indirectly caused by, contributed to, or arising from a **cyber incident**.

However, 'Farm interruption' will respond where a **cyber incident** causes an insured peril to occur which is claimable under *Farm Buildings* or *Farm Structures* under the *Fixed Farm Property* section or *Farm Contents* under the *Mobile Farm Property* section of this policy.

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. When **you** make a claim, **we** will adjust **your sums insured** by the Australian All Groups Consumer Price Index last published quarterly figure prior to the date of loss. 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 Breakdown

What's Covered

Part A – Machinery breakdown

Your electrical or mechanical machinery and its electronic controllers, whether standalone or as a part of a 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 – Milking sheds

Your **milking shed**, as shown in your **schedule** 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.

These are covered at the **location**.

Part C – Refrigerated agricultural and veterinary chemicals, and refrigerated farm produce

Your refrigerated agricultural and veterinary chemicals and 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 – Milking sheds; and

Part C – Refrigerated agricultural and veterinary chemicals, and 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 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 – Milking sheds

How your claim is settled

We will either:

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

How your claim is valued

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

Part C – Refrigerated agricultural and veterinary chemicals, and refrigerated farm produce

How your claim is settled

We will either:

- + replace **your** farm or veterinary chemicals, 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. For refrigerated agricultural and veterinary chemicals, **we** will either replace **your** farm and veterinary chemicals or pay **you** the replacement value. 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

This benefit is only applicable if **you** have taken **milking sheds** and or refrigerated produce cover for milk in vats.

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 **electronic 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. When **you** make a claim, **we** will adjust **your sums insured** by the Australian All Groups Consumer Price Index last published quarterly figure prior to the date of loss 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 **yours** 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 electronic data

Your **electronic 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; or
- loss, destruction, or damage caused by or arising from **malware** or **similar mechanism**.

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 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 electronic data

How your claim is settled

We will either:

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

How your claim is valued

We will use the cost that is needed to restore **your electronic 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. Electronic Data at Other Premises

We will extend *Part B Loss of Electronic Data* of this section to cover **your electronic 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. When **you** make a claim, **we** will adjust **your sums insured** by the Australian All Group Consumer Price Index last published quarterly figure prior to the date of loss. 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 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 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.

4. Temporary Agistment of Livestock Following a Claim

We will pay the reasonable costs **you** incur for herding and temporary storage of **livestock** following a loss for which **we** have agreed to pay a claim under this section.

We will not pay more than \$5,000 per **occurrence** under this benefit, provided that the **sum insured** for transit is not otherwise exhausted.

Cover Sections – Home Buildings

What's Covered

Option 1 – Specified perils

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 – Premium protection

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 Specified Perils*.

What's Not Covered

Option 1 – Specified perils; and Option 2 – Premium protection

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 Premium Protection*;
- 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.

12. Cyber Risks

There is no cover under this section of **your** policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a **cyber incident**.

However, **we** will provide cover for physical loss or damage to insured property by an insured peril which occurs as a direct result of a **cyber incident**. In addition, **we** will provide cover for loss of **electronic data** arising therefrom. Such costs shall include the reasonable and necessary expenses incurred in recreating, gathering or assembling **electronic data** but does not include the value of the **electronic data** to the insured or any other party even if such **electronic data** cannot be recreated, gathered or assembled.

Any loss or damage, destruction, distortion, erasure, corruption or alteration of **electronic data** directly caused by a **cyber incident** shall not be recoverable, nor be considered as physical loss or damage for the purpose of this exclusion.

How We Pay Claims

Option 1 – Specified perils; and Option 2 – Premium protection

How your claim is settled

We will 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 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.

5. 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.

6. National Trust or Heritage Listed Buildings

If **your home building** has historical significance, including National Trust and Heritage Buildings, or to buildings with historical architectural features or of antiquarian character and where original type materials are not available in Australia, the work of rebuilding, replacing, repairing and/or restoring will be made in a form consistent with the criteria applied to recently constructed buildings of a similar nature. The construction methods and materials will be used as per what is considered standard in the construction industry in Australia at the time of reinstatement, while maintaining as much of the original character of the property as is practicable.

7. Building Works

The most **we** will pay under clause 4. Building Work is the lesser of \$50,000 or the cost of the building work.

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** 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. When **you** make a claim, **we** will adjust **your sums insured** by the Australian All Groups Consumer Price Index last published quarterly figure prior to the date of loss. This will only apply to the period of cover in which the loss or damage takes place.

Please Note

If **you** have selected to have **your sum insured** figures to be indexed automatically at renewal, the Inflation Protection benefit is in addition to this.

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.

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.

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 **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**.

13. Water in Storage Tanks

We will pay up to \$10,000 in any one period of insurance if **your** home is damaged by an **occurrence** and water in home storage tanks is lost, damaged, or used for fire protection activities at the address.

We will only pay this benefit:

- a. for water stored for domestic purposes; and
- b. if there is no water supply available at the address.

Cover Sections – Home Contents



What's Covered

Option 1 – Specified perils

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 – Premium protection

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 Specified Perils*.

What's Not Covered

Option 1 – Specified perils; and Option 2 – Premium protection

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**; or
- 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 home buildings** 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 Premium Protection* 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.

14. Cyber Risks

There is no cover under this section of **your** policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a **cyber incident**.

However, **we** will provide cover for physical loss or damage to insured property by an insured peril which occurs as a direct result of a **cyber incident**. In addition, **we** will provide cover for loss of **electronic data** arising therefrom. Such costs shall include the reasonable and necessary expenses incurred in recreating, gathering or assembling **electronic data** but does not include the value of the **electronic data** to be insured or any other party even if such **electronic data** cannot be recreated, gathered or assembled.

Any loss or damage, destruction, distortion, erasure, corruption or alternation of **electronic data** directly caused by a **cyber incident** shall not be recoverable, nor be considered as physical loss or damage for the purpose of this exclusion.

How We Pay Claims

Option 1 – Specified perils; and Option 2 – Premium protection

How your claim is settled

We will 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;

- hearing aids;
- 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;
- hearing aids;
- works of art;
- **theft** that takes place away from the **location** is not covered. Please see *Extra Benefit – Temporary Removal of Home Contents (Worldwide Cover)* 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**;
- + 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**);
- + remote controlled model aircraft but not **drones**, and their accessories up to \$1,000;
- + remote controlled model watercraft and its accessories up to \$1,000;
- + bicycles with current replacement value up to \$10,000;
- + watercraft up to 4 metres long that is unpowered or powered by a motor less than 10hp and with current replacement value and its accessories up to \$5,000.

Extra Benefits

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 Specified Perils*.

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 **your** 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. When **you** make a claim, **we** will adjust **your sums insured** by the Australian All Groups Consumer Price Index last published quarterly figure prior to the date of loss. 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 spoiled 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.

If **you** have Premium Protection cover **we** will not pay more than:

- \$10,000 any one item, pair or **set** of jewellery;
- \$10,000 in total for cameras, furs, watches and jewellery; or
- \$3,000 in total for tools of trade under this benefit.

If **you** have Specified Perils cover **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; or
- \$3,000 in total for tools of trade under this benefit.

We do not cover:

- **money**, bullion or negotiable instruments of any kind;
- **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.

22. Power Surge

This extra benefit only applies to **Home Contents** if **you** have selected Option 2 Premium Protection Cover and there is no surge protector installed in **your** premises.

We will pay to replace or repair **your** electrical equipment where damage arises from a surge in the power supply, but not for loss or damage.:

- a. to domestic appliances or domestic equipment more than 15 years from the date of purchase when new;
- b. resulting from any power surge caused at the address; or
- c. resulting from any power surge caused by lightning

We will not pay more than \$10,000 during **your** period of cover.

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**. **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 250cc 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.

12. Contagious or Communicable Disease

There is no cover under this section of **your** policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by, arises from or in connection with any contagious or communicable disease.

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. The most **we** will pay during any one period is \$20,000,000.

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** are 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; or
- the actions of domestic animals or pets.

8. Cyber Risks

There is no cover under this section of **your** policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a **cyber incident**.

However, **we** will provide cover for physical loss or damage to insured property by an insured peril which occurs as a direct result of a **cyber incident**. In addition, **we** will provide cover for loss of **electronic data** arising therefrom. Such costs shall include the reasonable and necessary expenses incurred in recreating, gathering or assembling **electronic data** but does not include the value of the **electronic data** to the insured or any other party even if such **electronic data** cannot be recreated, gathered or assembled.

Any loss or damage, destruction, distortion, erasure, corruption or alteration of **electronic data** directly caused by a **cyber incident** shall not be recoverable, nor be considered as physical loss or damage for the purpose of this exclusion.

How We Pay Claims

How your claim is settled

We will 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

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 belonging to the third party.

The loss or damage 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.**

Comprehensive cover; and third-party property damage

1. Legal Liability

We will cover the legal liability to pay compensation arising from damage to someone else's property caused by **your vehicle or caravan or trailer** towed by it.

We do not cover **your** legal liability if:

- + the claim arises from death or bodily injury; or
- + the claim is excluded by this policy.

The most **we** will pay for all legal liability claims arising from any one incident is \$30,000,000.00. This includes GST and any associated legal costs **we've** agreed to pay.

What's Not Covered

Comprehensive cover; and third-party property damage

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. Bodily Injury or Death

We will not cover any legal liability if a claim arises from death or bodily injury.

3. 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.

4. Pre-Existing Damage

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

5. 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.

6. Tyres

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

7. 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 and **we** may seek recovery of an amount from this person.

8. 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**.

9. Property in Your Care

Property that is in **your** care.

10. Selling

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

11. 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.

12. 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

13. 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.

Cyber Risk

There is no cover under this section of **your** policy for any claim, loss, damage, cost, injury, death or legal liability that is caused by or arises from or in connection with a **cyber incident**.

However, **we** will provide cover for physical loss or damage **your vehicle** arising from:

- damage to, failure of or unavailability of its electrical systems;
- loss of, corruption of, or loss of access to **electronic data**;

caused by **cyber incident** if such loss is otherwise covered by this policy.

How We Pay Claims

Comprehensive cover; and third-party property damage

How your claim is settled

We will 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.

For **unspecified farm machinery**, **we** will pay up to the sublimit as shown on the **schedule** for each 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**.

2. Agreed Value

We will pay to **you** up to the **agreed value** amount, including listed accessories, shown in the **schedule**, for **your vehicle, caravan or trailer**.

Paying an excess

You must pay the amount of any **excess** shown in **your 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**.

Excesses listed on **your schedule** can be, but are not limited to:

- + standard **excess**;
- + age **excess**: applicable when a driver is under the age of 24;
- + contracting use **excesses** such as spraying, harvesting & contracting;
- + imposed **excesses**;
- + **excesses** applicable via endorsements as shown in **your schedule**;
- + tipping **excess**.

Where **excesses** other than a standard **excess** are listed on **your schedule**, these **excesses** are in replacement of a standard **excess**, and not in addition to the standard **excess**.

As an example, if the driver of **your vehicle** is 24 years of age and **your schedule** shows an age **excess** as applicable then this would be the total **excess** amount payable.

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. Our Choice of Repairer Policy

If **we** repair **your vehicle**, **we** will recommend a QBE Accredited Smash Repairer or other licensed repairer **we** select, however **you** may choose any licensed repairer to repair **your vehicle**.

See qbe.com/au for a list of repairers with whom **we** have a supplier agreement.

If **your vehicle** is repaired by **our** recommended repairer, **we** will manage the repair process, including choosing the suitable repair method.

If **you** choose **your own** repairer, **you'll** need to:

- get a quote from an appropriately licensed and equipped repairer of **your** choice;
- allow **us** to assess the quote and **your vehicle** before **we** authorise repairs; and
- allow **us** to get a quote from another repairer if **we** need one.

We may invite, accept, adjust or negotiate estimates or arrange to move **your vehicle** to another repairer acceptable to both of **us**.

We may not accept **your** repairer's estimate if **we** believe:

- they don't have the equipment or expertise to repair **your vehicle**;
- the scope of repairs may not be correct; or
- their estimate is not competitive.

2. Our Parts Policy

We may replace damaged parts with new, recycled, reconditioned or quality non-genuine parts that:

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

If any part of **your vehicle** is damaged in an incident covered under this policy, and is unavailable in Australia, **we** will reimburse **you** in accordance with 'How **your** claim is settled'. Under no circumstances will **we** be liable for more than the last known manufacturer's Australian recommended list or retail price of that part from a reputable commercial retailer at the time **we** settle the claim.

3. Our Repair Guarantee

We'll guarantee the quality of workmanship and materials used in repairs **we** authorise and manage, for as long as **you own** or lease **your vehicle**.

This guarantee does not apply to damage due to lack of maintenance or wear and tear (such as faded or damaged paintwork caused by exposure to the elements).

If **you** have concerns about the repairs to **your vehicle** **you** must:

- contact **us** on 1800 411 580, and
- allow **us** to inspect **your vehicle** and arrange any additional repairs that **we** agree with **you** are needed. **We** will not pay for any additional repairs **we** don't authorise.

If additional repairs are needed and it's not safe or economical to carry them out, **your vehicle** will be assessed as a **total loss**. If this happens after **your vehicle** is no longer insured with **us**, **we'll** pay its **market value**, calculated at the time **your vehicle** is assessed as a **total loss**.

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 Additions

If **you** replace or purchase an additional **vehicle**, **caravan**, **trailer** or **farm machinery** during the period of cover **we** will cover the additional or replacing **vehicle**, **caravan**, **trailer** or **farm machinery** from the date of purchase if **you**:

- tell **us** within 30 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 \$300,000 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.

5. Hire Car following a Not at Fault 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 Car following Theft (for Private Use and Farm Use Vehicles (Motor Cars and Utilities) only)

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 **your vehicle** becomes a **total loss** within 3 years of 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. Excess Exemption

We will not apply an **excess** if:

- **your vehicle, caravan, trailer or farm machinery** is stolen; or
- the accident that caused the claim was mainly the fault of another party; and
 - I. **you** take reasonable steps to obtain 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.

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;
- **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** take reasonable steps to obtain:
 - 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 \$2,500 to replace or re-code **your vehicle's** keys, locks and barrels, with a limit of \$5,000 for anyone event. **You** need to report the **theft** of keys to the Police.

13. Tools of Trade

If **you**, or **your employees'** tools of trade are damaged as a result of an accident **we** will pay up to \$5,000 for any one event. This includes if the tools were stolen from the **vehicle** or were in a **vehicle** when it was stolen, as long as it has been reported to the police and **we** are provided a police report number.

14. Towing

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.

15. Trailers

We will cover **your** uninsured **trailer** when it is attached to **your vehicle**. **We** will not pay more than \$2,500 or the **market value** whichever is the lesser under this benefit.

16. Unnamed Motor Vehicle Accessories

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 \$15,000 per item whichever is the lesser. This benefit is in addition to the **sum insured of the vehicle**.

17. Using Another Vehicle

If **your vehicle** cannot be driven **we** will cover a substitute **vehicle** under *Third-Party Property Damage* *Only* of this section.

18. 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 extra to **your** policy for any additional premium that may be applicable subject to general and benefit specific exclusions.

1. Window Glass Protection

If only window glass is broken **we** will not apply an **excess**. This optional extra is limited to one **excess** free claim in one period of cover.

2. Hire Car following an Accident (for Private Use and Farm Use Vehicles (Motor Cars and Utilities) only)

If **your vehicle** suffers damage and **you** have this optional extra on **your schedule**, **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.



Part B
Farm Liability

Farm Liability Definitions



In this section, the word and phrase that is shown in red type below has been given a special meaning specific to this *Farm Liability* section only. Those meanings are shown below.

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.

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.

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. Hot Works

A claim that arises out of a fire that was ignited or spread by **you** or on **your** behalf through the operation or use of a tool or equipment that produces a spark or flame when a fire ban is in operation or otherwise when in breach of a law, regulation, by-law or ordinance.

This does not apply to farm **vehicles** and/or farm machinery.

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 one policy period, 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 2 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**.

17. Communicable Disease

We do not insure **you** or **your** family against liability arising from death or **personal injury** to any person arising out of the transmission of any communicable disease by **you** or **your** family.

18. Horse Riding and Training and Events

We do not cover liability in respect of:

- horse riding or training activities that are conducted for reward or payment; or
- any equine event **you** organise or hold on **your** farm.

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.





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