

# Supplementary Product Disclosure Statement – Insurer

This Supplementary Product Disclosure Statement (SPDS) is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this SPDS updates and should be read with the last Product Disclosure Statement (PDS) you received for the policy specified in your policy schedule and any other applicable SPDS.

## Changes to your PDS

Your PDS is amended by the following:

**Change 1:** Change to details of CGU Insurance Limited  
ABN 27 004 478 371 AFS Licence No. 238291

All references to “CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291” are deleted and replaced by “Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance”.

**Change 2:** Change to details of CGU Insurance Limited

All references to “CGU Insurance Limited” are deleted and replaced by “Insurance Australia Limited trading as CGU Insurance”.

# COUNTRYPAK

## INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY





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# Welcome To The Security Of CGU Insurance

## This booklet is important

**Preparation date:** 21/03/2017

This Product Disclosure Statement (PDS) contains two parts:

- **Important Information** – contains general information about Your Countrypak Insurance Policy, and
- **Countrypak Insurance Policy** – contains the terms and conditions of Your insurance policy.

To assist You to locate specific items in this PDS, a table of contents is provided on the previous page.

Please read this PDS before You apply for insurance.

If We accept Your application for insurance, You will receive a Schedule that sets out details of the insurance You have taken out.

If You need more information about this PDS, please contact Us.

## About Steadfast

Steadfast Group Limited (**Steadfast**) is a public company. It includes a large network of insurance brokerages who operate in Australia as Steadfast brokers. This policy is available exclusively to You through a Steadfast broker.

### Important information about Steadfast's advice

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

# Important Information

## The purpose of this PDS

This PDS has been prepared to help You understand this insurance product and provide You with information required under the *Corporations Act 2001 (Cth)* ('the Act') to enable You to make an informed decision about Your insurance requirements. This Important Information section sets out information about the insurance.

You still need to read the policy which provides a detailed description of the cover available and the standard terms, conditions and limitations.

The policy provides some covers which may be provided to You as a retail client under the Act depending on Your circumstances. Only the parts of this policy relevant to cover provided to You as a retail client and any other documents We tell You are included, make up the PDS for the purposes of the Act.

This is an important document. Please read it and the other documents it refers to carefully before making a decision and keep them all in a safe and convenient place.

## Who is the insurer?

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291. In this PDS, the insurer is also referred to as 'We', 'Us', 'Our', or 'Ours'.

## How to contact us

You may contact Us by any of the following ways:

- in person at any CGU Insurance office
- by telephone on 13 24 81
- by writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- by email on Our Website [www.cgu.com.au](http://www.cgu.com.au)

## Your cooling-off period

We will refund all premium paid for cover under Your policy if You request cancellation within twenty one (21) days of its commencement. To do this, You must advise Us in writing. You will not receive a refund if You have made a claim under Your policy.

## How to apply for insurance

Complete Our application form. If We accept Your application for insurance, You will receive a Schedule that sets out the details of the insurance You have taken out.

## How to make a claim

When something happens that You believe You can claim for, please contact Us or Your intermediary.

Details about making a claim are shown in the policy under "What You must do when You make a claim".

## The amount you pay for this insurance

The premium payable by You for this insurance will be shown on Your Schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of Your enquiry or application for insurance. We take into consideration a number of factors in setting Our premiums.

These factors include for domestic farm building and domestic contents the location, construction, condition, and age, of the property being insured. For Personal Income insurance, these factors include the age, current health and previous history of illness and injury of the person covered for accident, or accident and illness. For all covers we will also take into account your previous insurance and claims history.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to the policy. Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year and We do not adjust Your premium because of this.

The premium charged together with the actual amount of these individual taxes and/or charges will be displayed in the Schedule. You can ask Us for more detail.

The premium amount payable (including the charges, taxes or levies included within it) will be specified in the Schedule.

If You change the policy in any way, You may be entitled to a partial refund of premium or be required to pay an additional amount.

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your premium in a trust account on Your behalf until Your insurance can be issued.

We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

## General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry

- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You, and
- to promote continuous improvement of the general insurance industry through education and training.

### Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code.

## How to resolve a complaint or dispute

### 1. Talk to us first

If You have a complaint, the first thing You or Your insurance intermediary should do is speak to one of Our staff. If Your complaint relates specifically to a claim, speak with the claims officer managing Your claim. If the staff member or claims officer are unable to resolve the matter for You, You or Your insurance intermediary may speak to a manager.

The manager will usually provide You with a response to Your complaint within fifteen (15) days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with You alternative timeframes. If You are not satisfied with Our response or We cannot agree with You on alternative timeframes, You can go to step 2.

### 2. Seek a review

If the matter is still not resolved the manager will refer You or Your insurance intermediary to the relevant dispute handling department or area who will conduct a review of Your dispute and will usually provide You with a response to Your dispute within fifteen (15) business days. If the timeframe is impractical, We will discuss with You alternative timeframes. If You are still not satisfied with Our response to Your dispute or We cannot agree on alternative timeframes, You can go to step 3.

### 3. Seek an external review

You are entitled to seek an external review of Our decision. We will provide You with information about options available to You, including, if appropriate, referring You to the external dispute resolution scheme administered by the Financial Ombudsman Service Australia (FOS).

You will not be able to have Your dispute resolved by the FOS if You are not eligible under the FOS's Terms of Reference.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

## How CGU protects your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only Use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 24 81 and We will send You a copy.

We recommend that You obtain a copy of this Privacy Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Privacy Policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information; complain about a breach of the privacy law, and how We will deal with Your complaint.

## Financial Claims Scheme

You may be entitled to payment under the Financial Claims Scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria.

Information about the scheme can be obtained from <http://www.fcs.gov.au>.

## Intermediary remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when We issue, renew or vary a policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

## Taxation information

This insurance is subject to the Goods and Services Tax (GST). The GST amount will be specified in the Schedule. If You are registered for GST purposes, You may be able to claim an input tax credit in respect of GST We collect from You.

Details about the GST in relation to a payment under this policy, are shown under 'How the Goods and Services Tax affects Your claim' in the 'Claims Procedures' section of this policy.

## Updating Product Disclosure Statement

Information in this PDS may need to be updated from time to time where required and permitted by law. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the policy, we will provide you with a new PDS or a Supplementary PDS

# Countrypak Insurance Policy

## About your policy

Your policy is a contract of insurance between You and Us. Your policy includes information on the following:

- when You are insured
- who is insured under Your policy
- what You are covered for
- what Your policy does not cover
- Excesses that may apply
- how We pay claims.

If We accept Your application for insurance, You will receive a Schedule that sets out details of the insurance You have taken out as described in this policy.

Our agreement with You is made up of Your current Schedule and this policy, as well as any endorsements We send to You.

Together, they make up Your insurance contract with Us. Read them carefully and store them together in a safe place.

We recommend that You keep receipts for major items You purchase.

## When you are insured

Your insurance begins when We accept Your application.

The commencement date of Your insurance will be shown on the Schedule We will send You.

The insurance applies for the period for which You have paid Us (or agreed to pay Us) the premium. You may pay Your premium by cash, cheque or credit card. If Your cheque or credit card is dishonoured by Your financial institution, You are not insured.

You can also pay Your premium by instalments direct from a financial institution account or from Your credit card. You cannot make a claim under this policy if You owed Us more than one month's premium at the time when the event You want to claim for occurred.

If You pay Your premium by instalments and You are more than one month behind, We can cancel Your policy.

If You have a total loss, We shall deduct the instalments for the remaining period of insurance from the amount we pay You.

This insurance will not apply to Your property insured under any section of this policy, for a period of forty eight (48) hours from the time of the commencement of Your insurance, for damage or loss caused by:

- bush fire or grass fire, or
- a Named Cyclone,

unless:

- risk passed to You as purchaser of Your home immediately before You took out this policy, or
- You signed a lease contract for Your home immediately before You took out this policy, or
- Your policy commenced immediately after another policy covering the same risk expired, without a break in cover.

## Who is insured under this policy

The person, partnership, family trust or company whose name is set out on Your Schedule is insured.

You, Your, Yours, and insured means the person(s) or entity named in the Schedule as the insured.

The following people are also insured, as long as they normally live with You:

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

The following people are also insured as long as they are living at the Situation:

- Company Shareholders or directors
- Partner in the Partnership
- Beneficiary of the Family Trust.

## Non imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in the definitions of You, it is hereby declared and agreed that:

- a) each Insured shall be covered as if it made its own proposal for this insurance
- b) any declaration, statement or representation made in any proposal shall be constructed as a separate declaration, statement or representation by each Insured
- c) any knowledge possessed by any Insured shall not be imputed to the other.

## Other persons or organisations

The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the property insured shall be automatically included as third party beneficiaries without notification or specification. The nature and extent of such interest is to be disclosed to Us in the event of any claim covered by this policy. Any other people or entities not in this category or not named on the policy schedule are not covered and cannot make a claim under this policy. All third party beneficiaries must comply with the terms and conditions of the policy.

Where the separate interests of more than one party in the property insured are insured under this policy, any act or neglect of one party will not prejudice the rights of the remaining party or parties provided that the remaining party/ies are entirely innocent of and have no prior knowledge of any such act or neglect and shall, within a reasonable time after becoming aware of any act or neglect whereby the risk of loss, damage or destruction has increased, give notice in writing to Us and shall on demand pay such reasonable additional premium as We may require.

You cannot transfer the policy into someone else's name without Our written consent.

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

When a claim is paid under the policy and is also recoverable under another policy or policies, You agree to provide us with details of such policies and that We may seek contribution from the other insurer or insurers.

## Words that have a special meaning in this policy

In this policy there are words that have a special meaning. These words that apply to all of the policy are listed below. Where these are used they are shown with a capital letter in the policy. The singular shall include the plural and vice versa except where the context otherwise requires.

The meaning of other words that apply to specific sections of the policy are shown in the relevant section under the heading 'Words that have a special meaning in this section'.

**Business** means farming, grazing, cropping, harvesting, or other like primary producing activities or other activities declared to Us in writing and accepted by Us and shown on the Schedule.

**Excess** means Your contribution towards the cost of a claim. We will tell You if You need to pay an Excess when You make a claim. The amount of Your Excess is shown on Your Schedule or in this policy.

The earthquake and malicious damage Excesses are shown in this policy. The Excess relating to Section 9 – Personal Income is a period of time Excess and is shown by the number of weeks on Your Schedule.

If there is more than one Excess for any claim or series of claims resulting from one Occurrence, all those Excesses will not be added together. Only the single highest Excess will apply under each section, claim or series of claims resulting from the one Occurrence. Sums insured, limits and sub-limits of liability shall apply in addition to and shall not be reduced by the amount of any applicable Excess. The Excess will be deducted from the amount We pay You for the claim.

**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.

**Named Cyclone** means a low pressure weather system declared by the Australian Bureau of Meteorology, or the weather bureau of another country, as a cyclone and named by the relevant bureau.

The weather system will remain a named cyclone until such time the wind speed falls below thirty four (34) knots, measured at the closest possible bureau recognised weather station to the damaged property.

**Schedule** means the most current document We give You which sets out the details of Your insurance cover. You receive a Schedule when You first take out Your insurance and again when the policy is renewed or changed.

**Situation** means the place where the property insured is located. We will show this place on all the Schedules We give You.

**We, Us and Our** refers to: CGU Insurance Limited ABN 27 004 478 371 and AFS Licence No. 238291.

**You, Your, Yours and Insured** means the person(s) or entity named in the Schedule as the insured.

## When your insurance cover does not apply

- Your insurance for all domestic farm buildings, domestic contents, landlords residential building and contents and farm property shown on Your Schedule, will not apply if the Situation is unattended for a continuous period of more than ninety (90) days.

This exclusion will not apply to Section One - Domestic Building and Domestic Contents or Section Two - Farm Property if the loss or damage results from:

- lightning
- thunderbolt
- riot and civil commotion
- impact damage directly caused by:
  - a vehicle
  - waterborne craft
  - space debris, aircraft, rocket, satellite, a branch, or
- tsunami or earthquake.
- If no one is going to be living at the Situation and it will be unattended for a continuous period of more than ninety (90) days, You must advise Us. You can ask Us to provide You this cover. If We agree to provide You the cover, We will advise You in writing.
- Personal Income only covers death by an accident. There is no cover for death from illness or disease. We will not pay claims for hernia unless You have selected illness cover and this is shown on Your Schedule.

## What all sections of this policy do not cover

Any cover We provide is subject to the following exclusions. We will not pay claims arising from the following:

- war or warlike activity. War does not have to be declared. We do not provide cover for theft following this event.
- any act/s of terrorism. For the purposes of this exclusion an act of terrorism means an act, which may include but is not limited to an act involving the use of force or violence and/or 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), which from its nature or context is done for, or in connection with, political, religious, ideological, or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- contamination by chemical and/or biological agents, which results from an act of terrorism
- hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events.
- lawful destruction or confiscation of Your property
- anything nuclear or radioactive
- loss to property caused by any process necessarily involving the application of heat
- mildew, mould, fungi or climatic conditions

- damage, loss or injury that You or anyone acting for You deliberately caused
- deliberate or intentional acts carried out by a tenant
- Flood, storm surge, the action of the sea, tidal wave or high water. This exclusion is not applicable to Sections 7, 9, and 10 of this policy.
- erosion, earth movement, landslide or subsidence except as detailed in Sections 1 and 2
- loss, damage or liability that does not occur within the period of insurance
- consequential loss of any kind. This exclusion does not apply to Section 6 – Business Interruption.

## You cannot give your interests away

You cannot give anyone else an interest in this policy without Our written consent.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts and in accordance with the laws of the state or territory of Australia where this policy is issued.

## What you are required to do for us

- You must pay Us the premium for this insurance.
- You must tell Us as soon as possible of anything that changes the facts or circumstances relating to Your insurance.
- You must take all reasonable precautions to prevent anything which could result in a claim under this policy.
- You must, and must use reasonable endeavours, to make sure that anyone doing anything on Your behalf obey all laws.
- You must keep all of the machinery insured under Section 8 Machinery Breakdown in good working order. You should ensure that You observe all proper instructions for the use of such machinery.
- You must comply with the conditions of this policy.

## Cancelling your policy before the due date

You can cancel this policy or any section at any time. To do this You must ask Us in writing to cancel Your policy or any section. This policy or the section will end when We receive Your request.

We can cancel this policy or any section if You do any of the following:

- make a misleading statement to Us when You apply for Your insurance
- fail to tell Us anything You should tell Us when You apply for this policy, renew this policy and when You change or reinstate this policy
- fail to comply with the conditions of this policy
- fail to pay the premium for this insurance

- are not fair and open in Your dealings with Us
- make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with Us or another insurance company.

We may also cancel this policy or any section if there is a change in the circumstances of the risk during the period of insurance. If We cancel this policy or any section We must advise You in writing. To do this, a notice will be delivered or posted to You.

### Premium funders

If the premium has been funded by a premium funding company which holds a legal right over the policy by virtue of a notice of assignment and irrevocable power of attorney, the return of premium calculated on the basis set out above and below in the section titled “Return of premium if your policy is cancelled before the due date” will be made to the premium funding company.

## Return of premium if your policy is cancelled before the due date

If Your policy or any section is cancelled before the due date:

- We will keep the premium for the period that the policy or the section has been in force
- We will return to You the premium for the period from the date the policy or section ended to the due date of the policy. However, if this amount is \$30 or less, We may not return the premium to You
- We will not return any premium under Section 5 – Hay, Grain, Fencing, Livestock and Farm Trees, unless We cancel the policy or this section
- We will not return any premium under Section 9 – Personal Income if We have paid a claim under this section during the current period of insurance.

## What you must do when you make a claim

When something happens that you believe you can claim for, please contact your normal insurance advisor, or nearest CGU Insurance office, or call 13 24 80 (13CGU0). Details about making a claim are shown in the following paragraphs.

You must also do the following:

- take all reasonable steps to prevent any further loss from occurring
- advise the nearest police station if Your property is lost or stolen vandalised or maliciously damaged. We may ask You to give Us a written report from the police.
- keep the property that has been damaged so We can inspect it
- try to obtain details of any other person, property or vehicle involved and of any witnesses
- tell Us about any other insurance(s) which cover all or part of the property
- complete Our claim form and give it to Us promptly
- tell Us the identity of anyone who has an interest in the property insured

- tell Us about any prosecution or inquest that may be held and send Us any document relating to Your claim within seventy two (72) hours of You receiving the document
- take all reasonable steps to preserve any items which may be used as evidence in support or defence of any claim made against You. You must not destroy any such items or evidence until We have had an opportunity to inspect them. This applies to claims under Section 1 – Liability and Section 7 – Business Liability.
- assist Us at all times in the prosecution, defence, conduct, or settlement of any claim under this policy
- submit Your claim as soon as possible after the happening of any injury or illness, for which You may be entitled to claim. This only applies to claims under Section 9 – Personal Income.
- supply Us (at Your own expense) with all necessary medical information and any other medical evidence to support Your claim. Our claims forms include a certificate which should be completed by a medical practitioner.
  - We will not accept Your claim form if this certificate has been completed by anyone other than a medical practitioner.
  - We may require further supporting proof if You are claiming for any period of incapacity before the date on which the initial certificate was issued. We will tell You if We need You to provide any other specific information.
  - We will accept further certificates of continuing incapacity from a medical practitioner. We will also accept further certificates of continuing incapacity from a registered physiotherapist, registered chiropractor or registered osteopath, but only if appropriate to the injury or illness for which the insured person is claiming.
  - If We require the insured person to undergo a separate medical examination by a medical practitioner of Our choice, We will pay for this.
  - In the case of death, We may require a post-mortem examination to be carried out. If this is needed We will pay for this.

## What you must not do when you make a claim

You must not do any of the following:

- repair or replace any damaged property without Our consent, unless the repair is to prevent further loss
- pay, promise to pay, or offer payment, or admit responsibility for a claim.

## Claims preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation and negotiation of a claim for which We agree to indemnify You under the policy.

The limit payable under Section 1 Domestic Buildings And Domestic Contents is \$5,000.

The most We will pay under all sections is \$25,000 in total for any one claim, unless a higher amount is included in the particular cover section of the policy. This benefit is in addition to the sum insured or limit of liability.

## You give us your rights to claim from anyone else

If You have a right to claim against someone else for a claim You made under this policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend or settle any legal action and to act in Your name. You must not do anything which prevents Us from doing this and You must give Us all the information and cooperation We require.

## How the Goods and Service Tax affects your claim

Where We make a payment under this policy for the acquisition of goods, services, or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to the acquisition, whether or not that acquisition is actually made.

Where We make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## Claim payment examples

These claim payment examples show You how a claim settlement may be calculated based on some practical scenarios. Any actual claim settlement amount will depend upon the facts of each case. For the purpose of the scenarios You are not registered for GST.

Claim Example 1 Section 1 - Domestic Buildings and Domestic Contents	
Policy Type	Special Valuables option
Item sum insured	Diamond ring - \$12,000
Loss of damage	Your diamond ring is stolen
How We settle Your claim	We pay the jeweller \$12,000 to replace Your diamond ring. No Excess is applicable

# Section 1

## Domestic Buildings And Domestic Contents

### What is insured

The property set out on Your Schedule is insured if it is destroyed, lost or damaged. It is insured only if You own or are liable for the property.

- If You only insure Domestic Farm Buildings, the cover provided for destruction, loss or damage does not apply to Domestic Contents.
- If You only insure Domestic Contents, the cover provided for destruction, loss or damage does not apply to Domestic Farm Buildings.

Your Domestic Farm Buildings and Domestic Contents are insured while at Your Situation. Cover for Your Domestic Contents while away from Your Situation is not provided unless We say so.

### The insurance cover you select

When You take this insurance You have a choice of Listed Events or Accidental Damage cover. Your Schedule will show which one You have selected.

If You selected the Listed Events cover, Your Schedule will show 'Cover 1 – Listed Events'.

If You selected the Accidental Damage cover, Your Schedule will show 'Cover 2 – Accidental Damage'.

### Words that have a special meaning in this section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural & vice versa, except where the context otherwise requires.

**Accident or Accidental** means damage, loss or destruction that is caused by an unintentional act, or unforeseen and uncontrollable incident.

**Catastrophic Event** means an event occurring at the Situation that is either an insured or uninsured event under Your policy, where the loss or damage will exceed \$20,000 in total.

**Domestic Contents** means:

- household goods that are not used for earning income
- goods that You use for earning Your income while they are in Your home at Your Situation. You would normally receive a taxation deduction for these.

We will pay up to \$10,000 in total for these items. This does not include office equipment.

- office equipment, including mobile phones and laptop computers, that You use for Your normal farming office activities located in Your home. You would normally receive a taxation deduction for these.

Claim Example 2 Section 1 - Domestic Buildings and Domestic Contents	
<b>Excess</b>	\$500
<b>Loss or damage</b>	Your domestic Farm Buildings and Domestic Contents are partially destroyed by fire. We agree that You are unable to live in Your domestic Farm Buildings and You require rent reimbursement.
<b>How We settle Your claim</b>	<ul style="list-style-type: none"> <li>• We choose to pay You directly for the damage</li> <li>• We pay You \$17,500 as follows:               <ul style="list-style-type: none"> <li>– Building repairs \$9,000</li> <li>– Contents replacement \$4,000</li> <li>– Rent reimbursement \$5,000</li> <li>– Less Excess \$500</li> </ul> </li> <li>• Total \$17,500</li> </ul>

Claim Example 3 Section 9 - Personal Income	
The Insured person suffers total and Permanent Loss of hearing in one ear.	
One unit of capital benefit is covered, equalling \$5,000.	
<b>How We settle Your claim</b>	<ul style="list-style-type: none"> <li>• Event A17. Total and Permanent Loss of hearing in one ear, equals 15% of the Capital Benefit</li> <li>• Payment to You is \$750 (\$5,000 x 15%)</li> </ul>

Claim Example 4 Section 9 - Personal Income	
The Insured person becomes totally incapable of carrying out all of the usual duties of his or her usual Occupation. There are no usual duties that the Insured person is capable of carrying out.	
Ten units of weekly income benefit is covered, equalling \$500.	
<b>How We settle Your claim</b>	<ul style="list-style-type: none"> <li>• Event A19. The Insured person becoming totally incapable of carrying out all of the usual duties of his or her usual Occupation. There are no usual duties that the Insured person is capable of carrying out - 100% of the Weekly Benefit.</li> <li>• Payment to you is \$500 (\$500 x 100%).</li> </ul>

- carpets, curtains and internal blinds
- furniture and furnishings that are not built in
- portable domestic appliances that are not built in
- swimming pools, saunas and spas that are not permanently installed
- accessories for any swimming pools, saunas or spas
- clothing and personal effects
- Valuable Items – refer to the definition of Valuable Items in this section

We will pay up to \$10,000 for any one item, pair, set, collection or system of Valuable Items, We will pay up to \$20,000 or twenty five percent (25%) of Your total Domestic Contents sum insured, whichever is the greater for any one claim for Valuable Items

You can increase the level of cover for Valuable Items by choosing additional cover for Valuable Items.

- items thinly covered with gold or silver that are not jewellery or watches
- paintings and prints, tapestries, persian or similar rugs, antiques and any other works of art
- projectors and screens
- equipment for developing and enlarging photographs
- processed film, slides and prints

We will only pay the value of these items as unprocessed material and the cost of processing them. However, if they were processed when You purchased them, We will pay the cost of replacement. We will not pay the costs of recreating any event.

- media purchased online, e.g. music, software and videos
- tapes, cassettes, cartridges and discs, including computer software

We will only pay the value of these items when blank, unless they were pre-recorded when You purchased them.

- money and negotiable documents. This includes money relating to Your Business.

We will pay up to \$2,000 in total for these.

- accessories or spare parts for motor vehicles, motorcycles, mini bikes, caravans, trailers, watercraft, jet skis, golf buggies, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, canoes, kayaks or aircraft, but only whilst not attached to the motor vehicles, motorcycles, mini bikes, caravans, trailers, watercraft, jet skis, golf buggies, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, canoes, kayaks or aircraft, and only whilst at the Situation and not in the open air.

Limitation: We will not pay more than \$2,000 per item and \$4,000 in total for these items.

We will not pay if the accessories and spare parts are in, or on motor vehicles, motorcycles, mini bikes, caravans, trailers, watercraft, jet skis, golf buggies, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, canoes, kayaks or aircraft.

- if you are a tenant, landlord's fixtures and fittings that You are liable for under the terms of a rental agreement or that you have installed for your own use.

- if You are the owner of a strata unit, Your fixtures and fittings (including but not limited to, internal paintwork, wallpaper and any fixture or structural improvements within or attached to Your strata unit)

We will not cover these fixtures and fittings if the body corporate has insured them.

- watercraft less than four (4) metres long, which are unpowered, or are powered by a motor less than 10hp. The most We will pay is \$10,000.
- motorised golf buggies, mobility scooters, ride-on mowers, garden equipment, wheelchairs
- motorcycles, three and four wheel motorbikes, up to 250cc capacity, which do not require registration and are not used as part of the farm Business
- surfboards, sailboards, surf skis, kayaks and canoes, and kite surfing equipment
- specified contents which are listed on Your Schedule
- additional office equipment which is listed on Your Schedule.

But does not mean:

- unset precious and semi-precious stones
- plants and trees growing outdoors, but We will cover plants and trees growing in pots or tubs
- animals, including birds and fish
- pedal cycles, motorcycles and three and four wheel motorbikes while they are used for racing or pace making
- equipment for taking photographs, including accessories and unprocessed film while they are being used to earn an income
- sporting equipment whilst it is being used
- motor vehicles, caravans, trailers, or aircraft other than model or toy aircraft
- motorcycles and mini-bikes exceeding 250cc in capacity
- watercraft more than four (4) metres long
- watercraft less than four (4) metres long that require registration under state or territory legislation
- personal watercraft including but not limited to jet skis.

**Domestic Emergency** means any damage occurring to Your main residence that is either an insured or uninsured event under Your policy, where the loss or damage will exceed \$20,000 in total.

**Domestic Farm Buildings** means:

- residential domestic farm buildings including any professional offices in those buildings
- domestic out-buildings
- fixed coverings to walls, floors and ceilings. These do not include fixed carpets, curtains or internal blinds, unless:
  - You regularly lease out Your property on an unfurnished basis, or
  - You are the contracting seller or purchaser in which case these items will be deemed Domestic Farm Buildings until settlement
- infrastructure for services (whether underground or not), including infrastructure for the supply of electricity, gas, water, drainage and sewerage, the internet and telephone that are your property or which you are liable to replace or

pay the cost of their repair or replacement that are primarily used for domestic purposes

- domestic solar panels including installation costs as well as the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes.
- items built in, or fixed to, or on, the buildings referred to above
- blinds or awnings on the outside of the buildings referred to above
- landscaping, paved terraces, paved pathways and paved driveways, free standing walls and retaining walls
- jetties, wharfs, pontoon and moorings used for domestic purposes
- anything permanently built, permanently constructed or permanently installed on Your property for domestic purposes including tennis courts, in ground swimming pools, in ground spas and saunas and fixed solar photo-voltaic or hot water systems.

But does not mean:

- property that a Tenant is liable for under the terms of a rental agreement
- plants, shrubs, trees or grass except as provided for under 'Additional things we will pay for when You have insured Your Domestic Farm buildings'
- lawns
- loose or compacted soil, gravel, pebbles, rocks or sand
- dams
- unpaved paths or driveways constructed of earth or gravel.

**Domestic Fencing** means fencing, walls, gates and their attachments that are attached to a Domestic Farm Building or adjacent to the Domestic Farm Building where the fencing is not Fencing as defined in Section 5.

**Medical Emergency** means an illness or physical injury occurring to You or Your partner, which would require immediate medical attention in hospital.

**Periodic Tenancy Agreement** means when a Tenant continues to occupy the Situation, after a fixed term Rental Agreement has expired, and the Rental Agreement does not provide for its continuation, and a:

- notice to leave, or
- notice of intention to leave, or
- abandonment termination notice,

has not been given by the Tenant to You or Your agent, or by You or Your agent to the Tenant. The Tenant is then deemed to be under a periodic tenancy agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the agreement's term.

**Pet** means a domestic animal that You keep in Your Domestic Farm Building or at Your Domestic Farm Building.

**Rental Agreement** means the agreement between You or Your agent and the Tenant.

This agreement must be in writing and state:

- the term of the rental period, and
- the amount of rent payable to You, and
- the amount of the bond money that the Tenant is required to pay.

**Tenant** means:

- the person(s) named in the Rental Agreement or Periodic Tenancy Agreement and also that person's partner, children, and any other person(s) permanently living at Your rental property, and
- any person(s) including that person's partner, children, Pets and any other person(s) living at Your rental property under a rental arrangement that is not a Rental Agreement or Periodic Tenancy Agreement.

**Transportation** means travel in economy class of the most appropriate form of regularly scheduled commercial transportation available. Where You have transportation that is arranged and prepaid, We will only pay for the difference between the prepaid fare and any additional expense that may be incurred for transportation costs.

**Uninhabitable** means when Your Domestic Farm Buildings are not fit to live in due to the Domestic Farm Buildings not being:

- connected to electricity or gas, or
- connected to hot and cold running water, or
- safe to live in.

**Valuable Items** mean:

- jewellery and watches
- items that contain gold or silver
- collections of stamps, money or medals
- special valuable and personal items which are listed on Your Schedule.

But does not mean:

- unset precious and semi-precious stones
- items thinly covered with gold or silver
- motor vehicles, motorcycles, motorbikes, caravans, trailers, aircraft or accessories or spare parts of any of these items
- watercraft including accessories or spare parts, other than surfboards, sailboards or surf skis, or any other type of watercraft that are less than four (4) metres long and are not powered by a motor
- goods You use to earn Your income
- money or negotiable instruments of any kind
- credit cards or financial transaction cards.

## Limit for the value of domestic contents

The most We will pay for any one item, pair, set, collection or system of Domestic Contents \$20,000. Some Domestic Contents items have a lower limit, this is shown in 'Words that have a special meaning in this section'. You can insure items, pairs, sets, collections or systems that are worth more than \$20,000 each as a specified contents item. To do this You must advise Us and the items will be listed on Your Schedule.

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

We will cover Your Domestic Contents while they are in the open air at Your Situation.

## Cover for domestic contents away from your situation

Your Domestic Contents are insured while they are away from Your Situation but still in Australia. If you have selected Cover 2 - Accidental Damage cover this also extends to New Zealand.

Your Domestic Contents are not insured if they:

- are on the way to, or from, or in, commercial storage, except as provided under "Additional things we will pay for when we have insured your domestic contents":
- have been away from Your Situation for more than a continuous period of one hundred (100) days, other than:
  - sporting equipment that is stored within a locked clubroom
  - Domestic Contents stored in a bank safe deposit box
  - Domestic Contents used by Your unmarried children whilst living away from the Situation and attending school, college or university on a full time basis.
- are in transit during a permanent removal, unless We have agreed to cover them under "Additional things we will pay for when you have insured your domestic contents":
- have been removed permanently from Your Situation without Our permission.

The following items of Domestic Contents are not covered while away from Your Situation:

- accessories and spare parts for motor vehicles, motorcycles, mini bikes, caravans, trailers, watercraft, jet skis, golf buggies, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis, canoes, kayaks or aircraft if they are in a tent, vehicle, watercraft aircraft or in the open air. Open air includes non-lockable structures and non-lockable parts of structures not at the Situation, or
- goods that You use for earning Your income.

If You selected 'Cover 1 – Listed Events', cover for storm, tempest, rainwater, wind or impact by motor vehicles, motorcycles, mini-bikes, caravans or trailers:

- only applies when the Domestic Contents are in a residential building, boarding house, motel, hotel, club, nursing home or hospital where You are staying and for sporting equipment only when it is stored within a locked clubroom
- does not apply while the Domestic Contents are in a tent, vehicle, caravan, trailer, aircraft or watercraft.

If You selected 'Cover 1 – Listed Events', cover for theft does not apply while Your Domestic Contents are away from Your Situation. Sporting equipment is covered when it is in a locked clubroom.

If You selected 'Cover 2 – Accidental Damage', Your Domestic Contents will also be insured whilst temporarily removed anywhere in the rest of the world for up to one hundred (100) days.

## Cover 1 Listed events

We will cover Your Domestic Farm Buildings and Domestic Contents, shown on Your Schedule, for the events listed below. There must be damage or loss from one of these events to the Domestic Farm Buildings or Domestic Contents for You to make a claim:

- fire, explosion, or implosion
- smoke – We will not cover damage that occurs gradually and or out of repeated exposure to smoke or fire
- lightning or thunderbolt
- earthquake, subterranean fire or tsunami. We will only cover loss or damage as a result of an earthquake, subterranean fire or tsunami if the loss or damage occurs within seventy two (72) hours of the earthquake, subterranean fire or tsunami
- burglary or break-in or an attempt at either. We will not cover loss or damage as a result of a burglary or break-in by a Tenant. The burglary or break-in, or attempted burglary or break-in must be reported to the police
- theft. We will only cover theft of money or negotiable documents when force is used by someone to enter Your buildings. We will not cover Your Domestic Farm Buildings or Domestic Contents for loss or damage as a result of:
  - theft from any part of Your Domestic Farm Buildings which you share with another person who is not insured under this policy, or
  - theft by a Tenant
- vandalism or a malicious act other than damage caused by anyone who permanently or temporarily lives with You
- vandalism or a malicious act by a Tenant
- deliberate or intentional acts
- liquid that escapes from:
  - a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain
  - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
  - a washing machine or dishwasher
  - an aquarium
  - a waterbed.

We will also cover the cost of finding where the liquid escaped from, including the cost of repairing any damage that occurs whilst looking for the cause.

However We will not cover:

- fixing or finding leaks that have not caused loss or damage to your Domestic Farm Buildings or Domestic Contents
- the cost of repairing the defective item that caused the escape of liquid or liquid escaped from.
- a electric motor burning out. If an electric motor burns out, We will repair, reinstate or replace it. We decide which one We will do. We will do this if the electric motor is fifteen (15) years old or less. No cover is provided for motors over fifteen (15) years old.

- Accidental breakage. This cover applies when the item is fractured or chipped. Items covered for Accidental breakage are as follows:
  - If You have insured Domestic Farm Buildings, any fixed glass in the Domestic Farm Buildings, including glass houses used for the propagation and growing of non-commercial plants, bushes or trees, and any window tinting or shatter proofing material attached to such glass. It also includes glass or ceramic cooking surfaces of any kind, fixed shower bases, basins, sinks, baths toilets, chandeliers and pendant lights.
  - If You have insured Domestic Contents, any mirrors, glassware, crystal, crockery or any glass in furniture. It does not include glass that is part of a television, or a computer screen or computer monitor. Hand mirrors, glassware, crystal, crockery or china are not covered while they are being used, cleaned or carried by hand.
  - If You have insured Domestic Contents and You are living in a rented property, You are covered for Accidental breakage of fixed shower bases, basins, sinks, baths and toilets. This cover only applies when Your rental agreement makes You responsible for these items.
- riots, civil commotions, industrial or political disturbances
- impact by an aircraft, spacecraft, rocket or satellite, or anything dropped or falling from them
- impact by a falling tree or part of a tree unless the damage is caused when you cut down or remove branches from a tree or You have someone do it for You. We will also pay the cost of removing and disposing of the fallen tree or parts
- impact by falling television or radio antenna, mast or dish or its fitting or mast
- impact by falling towers or communication poles, towers or lines
- impact by an animal or bird that is not kept at Your Situation, unless the damage is caused by any animal or bird eating, chewing, clawing or pecking
- impact by vehicles, trailers, watercraft or anything falling from them
- storm, tempest, tornado, cyclone, hurricane rainwater, wind, hail, snow or sleet. This includes storm, tempest, tornado, cyclone, hurricane rainwater, wind, snow or sleet damage to:
  - Domestic Fencing that are attached to, and are part of, the structure of the Domestic Farm Buildings
  - Domestic Fencing that are not attached to, and are not part of, the structure of the Domestic Farm Buildings. We will only pay for any section of Domestic Fencing made of brick, stone, metal or frame supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal
  - Domestic Fencing that are not attached to, and are not part of, the structure of the Domestic Farm Buildings, which are made of timber. We will only pay for gates or fences twenty (20) years old or less
  - free-standing Domestic Fencing that do not have a supporting frame, but only if the Domestic Fencing are made from corrugated fibrous material. The Domestic Fencing must have been installed and constructed according to the manufacturer's specifications.

We will not cover storm, rainwater, hail or wind damage:

- where water enters Your Domestic Farm Buildings because of a structural defect, faulty design or faulty workmanship that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred, (e.g. if there are signs that a defect previously caused damage, We will not pay a claim for damage from this defect).
- where water enters Your Domestic Farm Buildings through an opening made for any buildings renovation or repair work.

We do not provide cover for damage by Flood.

- landslide, subsidence, erosion or earth movement. Cover only applies when the landslide, subsidence, erosion or earth movement occurs within seventy two (72) hours of, and is contributed to or caused by, one of the following events:
  - storm, tsunامي, tempest, rainwater, hail, snow or wind
  - earthquake, subterranean fire or volcanic eruption
  - explosion
  - escaping liquid other than from Flood

This cover also applies to gates, fences and retaining walls that are attached to, and are part of, the structure of the Domestic Farm Buildings.

## Cover 2 Accidental damage

We will cover Your Domestic Farm Buildings and Domestic Contents, shown on Your Schedule, for Accidental loss or Accidental damage. There is some loss or damage We will only cover under specific conditions. This is Accidental loss or Accidental damage caused by:

- landslide, subsidence, erosion or earth movement. Cover only applies for landslide, subsidence, erosion or earth movement if it occurs within seventy two (72) hours of the cessation of the event, and is contributed to or caused by one of the following events:
  - storm, tsunامي, tempest, rainwater, hail, snow or wind, tornado or cyclone
  - earthquake, subterranean fire, or volcanic eruption
  - explosion
  - escaping liquid other than from Flood.

This cover also applies to gates, fences and retaining walls that are attached to, and are part of, the structure of the Domestic Farm Buildings.

- Storm, tempest, rainwater, hail, snow or wind. This includes storm, tempest, rainwater, hail, snow or wind damage to:
  - Domestic Fencing that are attached to, and are part of, the structure of the Domestic Farm Buildings
  - Domestic Fencing that are not attached to, and are not part of, the structure of the Domestic Farm Buildings. We will only pay for any section of Domestic Fencing made of brick, stone, metal or frame supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal.

- Domestic Fencing that are not attached to, and are not part of, the structure of the Domestic Farm Buildings, which are made of timber. We will only pay for gates or fences twenty (20) years old or less.
- free-standing Domestic Fencing that do not have a supporting frame, but only if the Domestic Fencing is made from corrugated fibrous material. The Domestic Fencing must have been installed and constructed according to the manufacturer's specifications.
- Electric motor(s) burning out. If an electric motor(s) burns out, We will repair, reinstate or replace it. We decide which one We will do. We will do this if the electric motor is fifteen (15) years old or less. No cover is provided for motors over fifteen (15) years old.

We will not cover Your Domestic Farm Buildings and Domestic Contents for Accidental damage or Accidental loss caused by or arising from the following:

- landslide, subsidence, erosion or earth movement except as described above, settling shrinkage or any movement of earth
- water entering your Domestic Farm Buildings
  - through an opening made for any building, renovation or repair work
  - because of a structural defect, faulty design or faulty workmanship that you knew about (or should reasonably have known about) and did not fix before the loss or damage occurred, (e.g. if there are signs that a defect previously caused damage, we will not pay a claim for damage from this defect, faulty design or workmanship).
- rust, corrosion, gradual deterioration, depreciation, wear or tear. However, we will pay for any resultant destruction, loss or damage to Your Domestic Farm Buildings or Domestic Contents, that is caused directly by any other event which is not otherwise excluded by this Policy
- rats, mice or insects gnawing, biting, chewing, clawing, scratching or in any way polluting or contaminating your Domestic Farm Buildings or Domestic Contents. However, this exclusion only applies to damage caused directly by the gnawing, biting, chewing, clawing, scratching, polluting or contaminating. (For example, if a mouse chews through an electrical wire, which leads to a fire, the destruction or damage caused directly by the fire would be covered by this Policy. We will not however pay for the damage to the electrical wire caused by the mouse chewing the wire)
- roots from trees, plants, shrubs or grass. However, this exclusion applies only for loss or damage caused directly by roots. (For example, if the tree roots damage and block a pipe, we will pay for the resultant destruction of or damage to the Domestic Farm Buildings caused by water overflowing in the Domestic Farm Building. We will not however pay for damage to the pipe).
- any process of cleaning that involves the use of chemicals other than domestic household chemicals
- a defect in an item, faulty workmanship, structural defects or faulty design that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred.
- theft from any part of the Domestic Farm Buildings, which You share with another person who is not insured under this policy

- theft by a Tenant
- mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown
- Flood.

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

The following will be paid in addition to the sum insured.

These will be paid on the basis of the cover You have selected, i.e. 'Cover 1 – Listed Events' or 'Cover 2 – Accidental Damage'.

### Alternative temporary accommodation and loss of rent

If Your Domestic Farm Buildings become Uninhabitable after loss or damage has occurred for which this policy provides cover, We will pay for You to rent another property, caravan, motorhome or demountable building. We will pay an amount equal to the amount that your Domestic Farm Buildings could have been rented out for each week if the loss or damage had not occurred.

We will also pay the costs of alternative accommodation for Your pets.

Where your Domestic Farm Building is tenanted out and a Rental Agreement is in place, We will pay for loss of rental income where following loss or damage for which this policy provides cover, Your Domestic Farm Building becomes Uninhabitable.

We will pay these costs for up to twenty four (24) months. The most We will pay for these costs is the greater of \$20,000 or twenty percent (20%) of Your Domestic Farm Buildings sum insured, as listed on Your Schedule.

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

- You receive any payment for rent from another source, or
- You do not need to rent another property.

### Building materials

If this section insures the Domestic Farm Building which is Your primary residence, We will pay up to \$2,000 in any one Period of Insurance if Your unfixed building materials are lost or damaged at the Situation due to an event covered by this section. Cover only applies to building materials to be used for repairs, alterations or additions to your Domestic Farm Buildings at the Situation.

We do not cover:

- soil, sand, gravel, bark mulch or any similar materials
- any gas or electrical appliances unless they are in a locked and fully enclosed part of a building where those items are not visible from the outside of such building.

### Certificate of Title

We will pay to replace the Certificate of Title to Your Domestic Farm Buildings if it is destroyed or damaged.

## Consumer Price Index

If We agree to pay You for loss or damage to Your Domestic Farm Buildings We will increase Your sum insured for Domestic Farm Buildings by the amount the Consumer Price Index (all groups) has increased since You took out Your policy or last renewed it.

## Domestic gardens

We will pay for the destruction, loss or damage to domestic gardens caused by fire, lightning or explosion only. We will pay the reasonable costs of removing and clearing the damaged garden, preparing the area for replanting and the cost of replacement seedlings for the damaged garden. The most We will pay for a claim under this benefit is \$10,000.

We will not pay for any plants, trees, shrubs or crops used for commercial purposes under this additional benefit.

## Environmental improvement

If Your Domestic Farm Building has been totally destroyed and We have agreed to rebuild Your Domestic Farm Buildings We will pay up to \$5,000 of the cost to You, after deduction of any rebate You are eligible under any government or council rebate scheme, to install any of the following:

- rainwater tank facility
- solar power systems, including solar hot water systems or photo-voltaic (PV) power systems
- hot water heat exchange systems, and
- grey water recycling systems.

For the purpose of this additional benefit:

- a rainwater tank facility includes:
  - a rainwater tank
  - water pump and wiring
  - foundation or tank stand
  - pipes connecting the roof and gutters to the tank, and
  - installation costs.
- a solar power system includes:
  - solar or photo-voltaic panels
  - water tank and pump
  - water pipes
  - electrical wiring
  - foundation or tank stand
  - pipes connecting solar panels to a tank
  - inverter, and
  - installation costs.
- a hot water exchange system includes:
  - heat exchange system
  - electrical wiring
  - foundation or tank stand
  - water pipes, and
  - installation costs.

- a grey water recycling system includes:
  - recycling system
  - distribution pipes
  - connectors
  - outlet housings, and
  - installation costs.

## Fire extinguishment and prevention costs

We will pay the reasonable costs to:

- extinguish a fire at, or in the vicinity of, Domestic Farm Buildings or Domestic Contents insured at the Situation
- prevent or reduce damage to Domestic Contents insured at the Situation
- gain access after the damage has occurred to the Domestic Farm Buildings insured at the Situation
- replenish Your fire fighting apparatus after use in any of these events.

The most We will pay for any one event, or series of events, arising from the one source, for fire extinguishment costs under Sections 1, 2, 3 & 5 combined, is \$10,000.

## Government declared catastrophe

If You have selected Cover 2 – Accidental Damage, We will pay up to an additional thirty percent (30%) of the Domestic Farm Buildings sum insured if Your Domestic Farm Buildings are damaged as a result of an event that the government declares a catastrophe or emergency.

We will only do this if:

- Your Domestic Farm Buildings are considered by Us to be a total loss
- the increased cost to rebuild or repair Your Domestic Farm Buildings was caused by the event that the government declares a catastrophe or emergency
- the cost to rebuild or repair Your Domestic Farm Buildings is greater than Your Domestic Farm Buildings sum insured, and
- You rebuild or repair your Domestic Farm buildings at the Situation.

We will not pay the cost necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing Your Domestic Farm Building at the Situation.

This benefit is only payable for additional building costs that have been caused as a result of increased demand on building material and labour costs by the catastrophe or emergency.

This benefit will not provide any shortfall caused in Your rebuilding costs if You have underinsured Your Domestic Farm Buildings.

If You have selected Cover 1 – Listed Events, this additional benefit does not apply.

## Example (does not include costs necessary to meet the requirements of any statutory authority)

Your Building sum insured	\$200,000
Cost to rebuild Your building immediately prior to event	\$250,000
Cost to rebuild Your building immediately after the event	\$270,000
Benefit payable	\$20,000

## Leased buildings

Where an insured building is leased or is available for lease on an unfurnished basis, We will extend cover to fixed carpets, curtains and internal blinds. The most We will pay in total for any loss is the sum insured selected for the insured building.

## Modifications following injury

We will pay to make modifications to Your Domestic Farm Buildings if You are injured as a result of damage or loss to Your Domestic Farm Buildings. We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia and the modifications are required for You to continue to live at the Situation. The most We will pay is \$25,000.

## Mortgage discharge costs

We will pay Your legal costs to discharge Your mortgage if Your claim that We accept under the policy is for a total loss.

## Professional fees

We will pay the reasonable costs of architects', engineers', surveyors' and legal fees, that arise from reinstating Your Domestic Farm Buildings when loss or damage occurs.

## Removal of debris

We will pay the reasonable costs of demolishing and removing any building debris when insured damage or loss occurs.

## Sale of domestic farm building

Where You have entered into a contract to sell Your home, which is a Domestic Farm Building We will extend cover under the policy to the purchaser from when that person or entity becomes liable for any damage to the home until the contract settlement date, the contract is terminated, or until the purchaser insures the home, whichever happens first.

## Statutory costs

We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the Domestic Farm Buildings at the Situation as a result of insured loss or damage. Will not pay any costs which resulted from any notice which a statutory authority served on You before the loss or damage to Your Domestic Farm Buildings occurred. The most We will pay in any one Period of Insurance is \$25,000.

## Total loss

You are fully insured again for Your Domestic Farm Buildings for the amount shown in Your Schedule following a claim unless Your claim is for a total loss. If Your claim is for a total loss, and We pay You the sum insured, then the cover for Your Domestic Farm Building will end, however liability cover will remain in force until the expiry date of the policy.

Liability cover in relation to Your Domestic Farm Buildings formerly occupied by You will continue beyond the expiry of the section until the earliest of:

- any construction commencing at the Situation
- the sale of the Situation
- another policy being taken out that includes liability cover being taken out in respect of Your ownership of the Domestic Farm Buildings at the Situation

- the commencement of construction of a building to replace the insured Domestic Farm Building at another situation, or
- six (6) months from the date of the damage that caused the total loss.

## Unsealed access driveways

We will pay up to \$2,500 for damage to or loss of unsealed access driveways leading to Domestic Farm Buildings.

## Additional things you can insure for under domestic farm buildings

You may extend Your policy to include the following cover. If We have agreed to extend Your policy, this will be shown on Your Schedule and all the terms and conditions of the policy will apply to this benefit unless We indicate otherwise.

### Rent default and theft by a tenant

With this option We will cover rent default and theft by a Tenant. We will also cover legal costs You incur as a result of rent default or theft by a Tenant.

If You choose this option, it will be listed on Your Schedule as 'Rent default and theft by a Tenant'.

We will only cover rent default for the weekly amount Your rental property is leased for, up to \$6,000 (inclusive of GST), less any Excess or bond money that applies:

- if Your Tenant leaves Your rental property before the end of the tenancy period of Your Rental Agreement or Periodic Tenancy Agreement, without giving You or Your agent notice
- if Your Tenant is legally evicted from Your rental property
- if Your Tenant stops paying rent owed to You or Your agent.

We will only pay a rent default claim:

- if the Tenant breaches Your Rental Agreement or Periodic Tenancy Agreement, and
- You have taken all reasonable steps legally available to You under the Residential Tenancies Act, or other relevant state or territory legislation, to remedy non-payment and evict the Tenant.

Your cover for rent default ceases if the Rental Agreement could have been legally terminated by You.

Cover for rent default will not apply if the rent is in arrears at the commencement date of this insurance. This cover will not commence until all rent arrears have been paid, and the Tenant has paid a minimum of four consecutive weeks of the agreed rent in accordance with the Rental Agreement.

When a Rental Agreement defaults to a Periodic Tenancy Agreement, We will only pay up to two (2) weeks rent after a Tenant vacates the building without notice.

We will not pay a claim if Your Tenant leaves the building with, or without, notice, and You have failed to rectify a 'Notice of Remedy' breach issued by the Tenant to You.

This cover will stop immediately:

- if Your rental property is re-tenanted, or
- when the term of Your Rental Agreement ends.

We will only cover theft by a Tenant or their visitors of:

- any part of Your Domestic Farm Buildings, up to the Domestic Farm Buildings sum insured, as listed on Your Schedule, after deducting any Excess that applies, if You have insured Your Domestic Farm Buildings
- Your Domestic Contents, up to the Domestic Contents sum insured, as listed on Your Schedule, after deducting any Excess that applies, if You have insured Your Domestic Contents.

If We have agreed to pay a rent default or theft by a Tenant claim We will also cover legal costs as a result of rent default or theft by a Tenant, up to \$1,000 (inclusive of GST) that You incur to:

- legally evict a Tenant
- recover amounts owed to You by a Tenant, unless the legal costs are solely to recover Excesses that apply to a claim under this policy, or
- recover amounts for items stolen from Your rental property by a Tenant or their visitors.

We will only pay Your legal costs if We agree to pay them and before they are incurred.

Your Excess will be increased by \$400 for any loss or damage that occurs as a result of:

- deliberate or intentional acts, or vandalism or malicious acts by Your Tenant or their visitors
- Your Tenant leaving Your Domestic Farm Buildings
- Your Tenant ceasing to pay rent
- Your Tenant being evicted from Your Domestic Farm Building, or
- the theft of any part of Your Domestic Farm Buildings or Domestic Contents by Your Tenants or their visitors.

We will reduce the amount We will pay for loss or damage to Your Domestic Farm Buildings or Domestic Contents, rent default or legal expenses by any bond money that You are entitled to use to pay for or reduce the cost of any loss or damage.

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

The following will be paid in addition to the sum insured.

These will be paid on the basis of the cover You have selected, i.e. 'Cover 1 – Listed Events' or 'Cover 2 – Accidental Damage'.

### Alternate accommodation

If Your Domestic Farm Buildings become Uninhabitable after loss or damage has occurred for which this policy provides cover, We will pay for You to rent another property, caravan, motorhome or demountable building. We will pay an amount equal to the amount that Your buildings could have been rented out for each week if the loss or damage had not occurred. We will also pay the costs of alternative accommodation for Your pets.

We will pay these costs for up to twelve (12) months. The most We will pay for these costs is twenty (20) per cent of Your Domestic Contents sum insured, as listed on Your Schedule. We will only pay these costs if Your Domestic Farm Buildings are Uninhabitable after loss or damage for which this policy provides cover has occurred.

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

- You receive any payment for rent from another source, or
- You do not need to rent another property.

You are not entitled to payment under this benefit if You are entitled to payment under the benefit 'Alternative temporary accommodation and loss of rent' under the 'Additional things we will pay for when you have insured your domestic farm buildings' for the same loss or damage.

### Attendance of security firm

We will pay the reasonable costs You have to pay a security firm to attend Your home in response to Your monitored burglar alarm system.

We will pay these costs following:

- a burglary, or
- an attempted burglary.

We will not pay these costs when there is:

- a false alarm, or
- no evidence of an attempted burglary.

The most We will pay is \$2,500.

### Credit and transaction cards

If any of Your credit, debit or stored value cards are fraudulently used after they are lost or stolen, or if they are fraudulently used on the internet, We will pay up to \$7,500 (inclusive of GST) in total to the financial institutions that issued them.

We will only cover this if You have complied with the terms on which the credit, debit or stored value cards were issued.

### Domestic contents in a commercial storage facility

Cover under this policy is extended to cover Your Domestic Contents for loss or damage whilst they are in a commercial storage facility within Australia.

You need to tell Us that Your Domestic Contents will be in a commercial storage facility and obtain Our consent to cover them, before Your Domestic Contents are put into storage. The most We will pay is the Domestic Contents sum insured as listed on Your Schedule.

We will not cover jewellery, money or negotiable documents.

### Domestic contents in transit

We will cover Your Domestic Contents for loss or damage whilst they are being transported by a vehicle to Your Situation, a new situation or to a commercial storage facility within Australia.

We will only cover this if there is a theft following violent or forcible entry or if damage occurs as a result of fire, collision or overturning of the vehicle transporting Your Domestic Contents.

We will not cover damage:

- to glassware, crystal, crockery, mirrors or china
- caused by denting, scratching, chipping or bruising.

### Electronic data

We will pay to reinstate data stored on computers, tablet computers, and mobile phones up to a maximum of \$5,000.

## Frozen and refrigerated foods and medicines

If Your freezer or refrigerator breaks down, We will pay for the loss of any frozen or refrigerated food or medicines. We will also pay for loss of any frozen or refrigerated food or medicines caused by Accidental damage to the freezer or refrigerator or by the failure of the electricity supply.

## Identity theft

If this section insures Your Domestic Contents in Your primary residence and Your identity is stolen by someone knowingly using Your personal details without lawful authority for fraudulent use and/or financial gain, We will pay up to \$5,000 per period of insurance for Your costs and expenses incurred to restore Your identify from its unauthorised use. Our liability under this additional benefit is limited to:

- legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently
- legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on Your consumer credit report
- loss of wages or income up to \$2,000 per week up to \$5,000 in total; that would have been earned but were not, solely because it was necessary for You to rectify records in relation to Your true name or identity
- loan application fees incurred as a result of re-applying for loans because You have been allotted incorrect credit information due to fraud
- costs for notarising affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions
- reasonable legal fees and court costs, if incurred with Our approval.

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

- You, or Your collusion
- Your family or their collusion
- an ex-partner
- someone who normally lives with You,

or arises out of:

- You or Your family committing an illegal or dishonest act
- You breaching any security requirements or conditions imposed by any financial institution such as in relation to Your password or personal identification number or personal access number
- business interruption in relation to any business.

Claims are only payable under this benefit if:

- You are an Australian resident
- the identity fraud occurs within Australia, and
- all losses and expenses are incurred within Australia.

We do not:

- repay any loans or other amounts fraudulently procured in Your name
- pay any fines or penalties imposed
- pay any costs that are or could be reimbursed from another party, for example, a financial institution.

## Indexation of sum insured

If You have a loss, We will increase Your sum insured by the amount the Consumer Price Index (all groups) has increased since You took out Your policy or last renewed it. This increase does not apply to any specified Domestic Contents You have insured.

## Money of guests, visitors or employees

If money or negotiable instruments belonging to guests, employees, exchange students or visitors are lost or damaged We will regard that money or negotiable instruments as belonging to You. The most We will pay is \$1,500. We will not pay if the money or negotiable instruments are already insured under another policy by someone other than You.

## Moving your contents to a new situation

If You are moving permanently to a new situation within Australia, We will cover Your Domestic Contents at the Situation shown on Your Schedule and at Your new situation. The most We will pay in total is the sum insured shown on Your Schedule.

We will only cover Your Domestic Contents at Your new situation for forty five (45) days. This cover will commence from when You first start to move Your Domestic Contents. We do not provide cover for Domestic Contents while they are being moved. You must tell Us about permanently moving Your Domestic Contents to a new situation within forty five (45) days from the day You first start to move.

## Property of employees

If employees working at Your home bring their own possessions with them, We will regard those possessions as belonging to You. We will only pay if the employees are doing domestic work for You. The most We will pay is \$5,000 if these possessions are lost or damaged. We will not pay if these possessions are already insured under another policy by someone other than You.

## Property of guests or visitors

If guests, exchange students or visitors to Your home bring their own possessions with them, We will regard those possessions as belonging to You. We will pay up to \$5,000 in total for Your guests or visitors possessions. We will not pay if these possessions are already insured under another policy by someone other than You.

## Reinstatement of documents

We will pay to reinstate, reproduce or restore Your documents if they are damaged while contained in the Domestic Farm Buildings or in a bank vault. This includes the information contained on the documents.

## Reinstatement of sum insured

You are fully insured again for the amount shown in Your Schedule following a claim without payment of an additional premium.

This does not apply when Your claim is for a total loss as Your cover for Domestic Contents will end then.

## Removal and storage of contents

If Your Situation becomes Uninhabitable after damage or loss for which this policy provides cover has occurred, We will pay the reasonable cost to remove and store Your Domestic Contents while Your Situation is being repaired. We will pay this for up to twelve (12) months. We will also cover Your Domestic Contents while they are in storage.

We will only pay for this when Your Situation becomes Uninhabitable.

You do not need to pay for alternate accommodation to receive this benefit.

### Removal of debris

We will pay the reasonable costs of removing any Domestic Contents debris when damage or loss occurs for which this policy provides cover.

### Total loss

If Your claim is for a total loss and We pay You the sum insured then the cover for Domestic Contents will be reinstated to \$5,000 to provide cover for replacement contents. However, cover for Your Domestic Contents will end at the earlier of three (3) months from the date of the damage that caused the total loss or expiry of the period of insurance.

### Water or liquid damage

Where We cover Your Domestic Contents for loss or damage caused by water or liquid. We will also cover the cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.

We will not cover the cost of repairing the item that caused the escape of water or liquid, or the cost of fixing or finding leaks that have not caused loss or damage to Your contents.

An Excess of the greater of \$500 or the amount shown on the Schedule will apply to each and every claim under this additional benefit.

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

If You have cover for Your Domestic Farm Buildings or Domestic Contents or both, the following will be paid in addition to the sum insured.

If You have insured Your Domestic Farm Buildings and Domestic Contents We will only pay once for an event.

### Chemical contamination

If You have insured Your Domestic Farm Buildings or Domestic Contents and they suffer chemical contamination as a result of the manufacturing, storage or distribution at the property, of any controlled drug.

We will pay up to \$10,000 for all claims during Your period of insurance for clean up costs to remove or mitigate the contamination or pollution.

We will only pay this when:

- the manufacturing, storage, or distribution of any controlled drug is discovered by, or referred to the police for investigation and proper assessment confirms contamination, and
- the property is rented to a Tenant and a valid Rental Agreement is in place, and
- You, or the person managing Your property has conducted regular inspections at the property in line with the Rental Agreement terms and conditions.

We will not pay if:

- there is not a valid Rental Agreement in place, or

- the manufacturing, storage or distribution of any controlled drug has not been reported to the police or relevant authority, or
- You, or the person managing Your property become aware that manufacturing, storage or distribution is occurring at the property and failed to act immediately.

### Compensation for injury expenses

If You, or any member of Your family normally living with You:

- dies, or
- suffers paraplegia, quadriplegia, or permanent total disablement as a direct cause of a physical injury caused by an accident within the Domestic Farm Buildings at the Situation,

We will pay \$15,000 to either:

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

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

### Counselling

If You or a member of Your family requires counselling as a direct result of an insured event at the Situation, We will pay up to \$1,000 per event for this professional service.

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

### Denial of access

If you cannot access your Domestic Farm Buildings because of one of the following incidents:

- damage to a home, strata title property, road or street;
- burst water main;
- bomb threat or bomb damage;
- street riot;
- lift malfunction at the Situation (and you have a medical certificate stating you must use a lift);
- emergency services refuses you access to your Domestic Farm Buildings or evacuate you for safety reasons,

then we will pay the reasonable temporary accommodation costs for you and your pets that you normally keep at the Situation.

The most we will pay under this cover is up to sixty (60) days accommodation costs. Cover stops when your Domestic Farm Buildings become accessible.

However, we will not cover any costs:

- if you were not living in your Domestic Farm Buildings at the time of the prevented access;
- if you do not need to pay for temporary accommodation;
- caused by the threat of, or damage by, a nuclear or biological bomb.

We will not cover loss due to cancellation of a lease or agreement.

## Fire brigade costs

We will pay up to \$500 for the reasonable costs You have to pay the fire brigade or a similar authorized organisation to attend and protect Your Domestic Farm Buildings and Domestic Contents against an actual fire or other emergency.

## Legal costs and expenses

We will pay the legal costs and expenses You are liable to pay following legal proceedings brought by You or against You in Australia. You must advise Us of any legal proceedings brought by You, or against You. We will only pay claims notified to Us during the period of insurance shown on Your most current Schedule. We will only pay legal costs and expenses incurred with Our prior consent. The most We will pay during any one period of insurance is \$10,000.

We will not pay legal costs and expenses relating to the following:

- spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes
- claims for death, bodily injury to, or disease of, any person
- to the extent permitted by law, claims where cover is available under a standard form of motor vehicle or house owners or householders, motorcycle, caravan or boat insurance
- any criminal charge or prosecution brought against You
- any road traffic or boating offence committed by You
- any matter arising out of an insurance cover required by legislation
- any matter arising out of Your trade, Business, profession or occupation
- any award of damages made against You
- penalties, fines or awards of aggravated, exemplary or punitive damages made against You.

## Locks and keys

If a key to an external door lock of Your Domestic Farm Buildings, or a key to an external window lock of Your Domestic Farm Buildings, is stolen, We will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one We will do. If You selected 'Cover 2 – Accidental Damage' We will also pay if the key is lost.

## Medical and domestic emergencies

We will also pay the following:

- if You or Your partner are hospitalised due to a Medical Emergency happening at the Situation, We will pay the reasonable Transportation and accommodation costs within Australia for two (2) nominated family members to be with the hospitalised person. The most We will pay is up to \$2,500 for Transportation and accommodation costs and up to a maximum period of fourteen (14) days for accommodation costs.
- if You or Your partner is outside Australia at the time of a Domestic Emergency happening at the Situation, We will pay for the Transportation costs incurred in returning You or Your partner to the Situation. The most We will pay is \$2,500.

- in the event of a Catastrophic Event happening at the Situation, We will pay for the Transportation costs incurred in returning You and Your partner from any Australian or overseas destination back to the Situation. The most We will pay is \$2,500.

## Protection

We will pay reasonable expenses to protect Your Domestic Farm Buildings or Domestic Contents from further damage following insured damage We have agreed to cover.

## Removal of tree stumps and fallen trees

We will pay the professional costs for the removal of tree stumps, fallen trees and branches and the associated disposal costs necessarily incurred in order to repair or replace insured damage caused to Your Domestic Farm Buildings and/or Domestic Contents by storm damage that We have agreed to cover. We will also pay for the removal of trees and branches from the Situation if they have caused damage to landscaped gardens. We will also pay up to \$5,000 for each claim for the costs of removal and disposal of fallen trees and tree stumps incurred as a result of storm but We will not pay unless the costs exceed \$500.

## Tank water replacement

If You use water from Your water tank to protect Your Domestic Farm Buildings or its grounds against fire, We will replace that used tank water. The most We will pay is \$2,000.

## Taxation audit

We will pay the fees that You must pay to an accountant. We will pay these fees when Your personal financial affairs are audited by the Federal Commissioner of Taxation.

You must advise Us of such an audit. We will only pay claims notified to Us during the period of insurance shown on the most recent Schedule. The most We will pay during any one period of insurance is \$5,000.

We will not pay claims for:

- any audit that relates to a criminal prosecution
- fees where the final assessment of Your taxable income for the period audited is twenty per cent (20%) higher than Your original declaration
- fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation
- any fines, penalties or adjustments of taxation.

## Temporary protection

If Your Domestic Farm Buildings or Domestic Contents have been lost or damaged in an incident for which this policy provides cover, We will pay for the temporary protection to safeguard the property insured.

## Veterinary expenses

We will pay veterinary expenses if Your Pet dog or cat is injured as a result of an insured event at the Situation or impact by a vehicle away from the Situation. The most We will pay is \$1,000.

# Paying claims

## Policy excess

For each Domestic Farm Buildings or Domestic Contents claim We will reduce the amount We pay You for Your claim by the Excess. The amount of Your Excess is shown on Your Schedule or in this policy.

Your Excess will be increased by \$750 for any claim for damage or loss to solar panels or wind turbines.

Where damage or loss is caused by a Named Cyclone the Excess applicable will be either \$2,500 or Your Excess as shown on the Schedule whichever is the greater.

When We pay a claim for damage to or loss of Domestic Farm Buildings and Domestic Contents, the Excess amount will only be taken off once. When a claim is paid under only 'Additional things we will pay for when you have insured your domestic farm buildings', or 'Additional things we will pay for when you have insured your domestic contents' or 'Additional things we will pay for when you have insured your domestic farm buildings and/or domestic contents', Your Excess will not apply.

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

The most We will pay for any claim for Your Domestic Farm Buildings or Your Domestic Contents is the sum insured shown on Your Schedule (inclusive of GST). This does not apply to amounts payable under 'Additional things we will pay for when you have insured your domestic farm buildings', or 'Additional things we will pay for when you have insured your domestic contents' or 'Additional things we will pay for when you have insured your domestic farm buildings and/or domestic contents',

## How we pay a claim for domestic farm buildings

When damage or loss occurs to Your Domestic Farm Buildings, We will pay the cost of rebuilding Your buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any further costs required for Your Domestic Farm Buildings to comply with government or local authority bylaws. We will not pay more than ten per cent (10%) of the sum insured on the Domestic Farm Buildings. We will not pay these costs if the sum insured is insufficient to meet the total costs involved in rebuilding or reinstating the premises. We will not pay these costs if You were required to comply with these bylaws, and had not done so, before the damage or loss occurred.

Rebuilding or repairing Your Domestic Farm Buildings must commence within six (6) months of the damage or loss occurring. If it does not commence within six (6) months We will either:

- reinstate or repair the Domestic Farm Buildings to the condition they were in just before the damage or loss occurred
- pay You the cost of reinstating or repairing the Domestic Farm Buildings to the condition they were in just before the damage or loss occurred
- pay You the value of the Domestic Farm Buildings. We will base this on the value just before the damage or loss occurred, taking into consideration condition, age and state of repair, or
- pay You the Replacement Cost if the Domestic Farm Buildings are heritage listed (or equivalent) or the architectural features and/or structural materials of the

Domestic Farm Buildings have an ornamental, antiquarian or historical character, or the original materials are not available when lost or damaged. For the purpose of this clause, 'Replacement Cost' shall mean the rebuilding or replacement or repairing or restoring to a reasonably equivalent appearance and capacity using original design of the features or structural materials and suitable equivalent features or materials.

We decide which one We will do.

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 Domestic Farm Buildings with the original materials. If We cannot, We will use the nearest equivalent available. We will not pay any costs for replacing undamaged property.

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

## How we pay a claim for domestic contents

When damage or loss occurs to any Domestic Contents item We will either:

- replace the property with the nearest equivalent new property, or
- repair the property to the condition it was in when new, or
- pay You the cost of replacement or repair.

We decide which one We will do.

We will pay for carpets, wall, floor and ceiling coverings, internal blinds and curtains, only in the room, hall or passage where the loss or damage occurred.

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

This does not apply to hearing aids where if one is damaged or lost, We will pay for the cost of replacing both hearing aids.

## Liability

We will pay the amount You are liable to pay resulting from an Occurrence if Your liability arises from any of the circumstances as follows. If We agree to pay for a claim, We will also pay any legal costs You have to pay in respect of an Occurrence. This includes costs awarded against You.

## When we will pay

- If Your policy covers Your Domestic Farm Buildings, We will cover You against any claim for compensation or expenses which You become legally liable to pay for:
  - the death of, or Personal Injury to, any person, or
  - Damage to Property,

resulting from an Occurrence during the period of insurance arising out of the ownership of Your Domestic Farm Building or occupancy of Your Domestic Farm Building.

For this liability cover only, Your Domestic Farm Buildings include land, trees, shrubs and other plant life.

- If Your policy covers Your Domestic Contents and You live in a rented building, We will cover You against any claim for compensation or expenses which You become legally liable to pay for:
  - the death of, or Personal Injury to, any person, or
  - Damage to Property,

resulting from an Occurrence during the period of insurance arising out of the ownership of Your Domestic Contents or occupancy of the building. This does not include any amount You have to pay because You are the owner of Your buildings.

- If Your policy covers Your Domestic Contents and You own part of a building that has been subdivided, We will cover You against any claim for compensation or expenses which You become legally liable to pay for:
  - the death of, or personal injury to, any person, or
  - Damage to Property,

resulting from an Occurrence during the period of insurance arising out of the ownership of Your Domestic Contents or occupancy of the part of the building You own.

- If You have insured Your Domestic Contents, We will pay the amount You have to pay for any Occurrence that happens:
  - anywhere in Australia
  - anywhere in Australia in connection with Your position as a committee member of a sporting or social club, or Community Organisation. We will not pay if You receive more than \$1,000 per year for holding the position
  - during the period of insurance anywhere in the world.

This does not include the amount You have to pay because You are the owner or occupier of Your Domestic Farm Buildings.

- If You have insured Your Domestic Contents, We will pay for any Occurrence that happens anywhere in Australia arising out of the use of watercraft. We will only pay if the watercraft is less than four (4) metres long and is either unpowered, or powered by a motor less than 10hp. This does not include jet skis.

### Words that have a special meaning in this liability section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

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

**Event** means:

- a single incident
- a series or number of incidents either having the same original cause or attributable to the one source, or

- continuous or repeated exposure to substantially the same general conditions.

**Occurrence** means Personal Injury or Damage to Property that:

- is a single incident that is not intended or expected
- is a series of incidents or continuous or repeated exposure to substantially the same general conditions, which:
  - are not intended or expected, and
  - have the same cause, or
  - are attributable to the same source, and
  - occurs during the period of insurance.

We regard all death, Personal Injury or loss or Damage to Property arising from one original source or cause as one occurrence.

**Personal Injury** means:

- bodily injury, death, sickness, disease, disability
- shock, fright, mental anguish
- false arrest, false imprisonment, wrongful detention, malicious prosecution
- libel, slander, defamation of character, humiliation
- wrongful eviction, wrongful entry or other invasion of privacy.

### Limit of your liability cover

The most We will cover for any liability claim is \$20,000,000 for any one Occurrence. We do not pay more than this amount in total under all policies We have issued to You which cover the same liability.

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

### Motor vehicle liability

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

- the death of, or Personal Injury to, any person, or
- Damage to Property,

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

- motor cycles up to 250cc capacity
- mobility scooters
- golf buggies
- ride on mowers
- any motorised wheelchair, or
- any domestic trailer not attached to any vehicle.

We also insure You against any claim for compensation or expenses You become legally liable to pay for:

- the death of, or Personal Injury to, any person caused by You solely as a result of You being a passenger in a registered vehicle if the Occurrence causing the death or Personal Injury occurs during Your period of insurance; or

- the death of, or Personal Injury to, any person arising from the ownership, custody, or use of any registered vehicle if the occurrence takes place at the Situation and occurs during Your period of insurance.

The most We will pay for all claims arising out of any one occurrence under this additional benefit is \$20,000,000.

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

We do not cover You:

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

### Expenses incurred in attending court

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

If You are:

- self employed or a working director, 'income' means the gross daily income from such personal exertion after allowing for the costs and expenses incurred deriving that income.
- an employee then 'income' means the gross daily income from personal exertion, excluding overtime payments, bonuses, commission or allowances.

In each case the amount of Your income will be averaged over the twelve (12) months immediately preceding Our request or such shorter period during which You have been so engaged. You must provide documentation, records, correspondence or other information that We request in support of any claim for lost income.

### Committee member acts or omissions

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

The claim must be made against You within the period of insurance stated in the Schedule. The most We will pay, including legal costs, during any one period of insurance is \$10,000.

### Liability cover – when your domestic farm buildings are a total loss

If Your Domestic Farm Buildings are a total loss, We will continue liability cover for any amount You have to pay as owner or occupier of the buildings for up to six months from the date Your buildings were destroyed.

This cover will stop immediately if:

- construction commences at the Situation
- You sell the land, or
- You take out a new buildings insurance policy for the Situation.

### When we will not pay

We will not pay claims in relation to or arising from the following:

#### Vehicles

- use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, however We will cover liability that:
  - arises from the ownership, custody or use of any:
    - model or toy aircraft
    - surfboard, sailboard or surf ski
    - watercraft no more than four metres long and that do not require registration under state or territory legislation. This does not include jet skis.
  - We cover under "Motor vehicle liability" in the "additional things we will pay for when you have insured your domestic contents"
- use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle.

#### Penalties

Penalties, fines or awards of aggravated, exemplary or punitive damages made against You.

#### Family members

Personal injury to You, or any member of Your family who normally lives with You, or any other person who normally lives with You.

#### Employees

Personal injury to any person You employ and that injury arises from their employment with You.

#### Family property

Damage to or loss of property that belongs to You, or any member of your family who normally lives with You, or any other person who normally lives with You.

#### Employee property

Damage to or loss of property that belongs to any person You employ and that damage or loss arises from their employment with You.

#### Buildings, alterations and repairs

Any alterations, repairs, renovations or additions to Your Domestic Farm Buildings that cost more than \$100,000.

## Libel or slander

The publication or utterance of a libel or slander:

- made before the commencement of the period of insurance
- made by You or at Your direction with the knowledge of its falsity
- related to publishing, advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

## Agreements or contracts

Any agreement or contract You enter into, unless the agreement is a lease agreement for your residential tenancy. If You would have been liable without the agreement or contract, We will pay for Your liability.

## Asbestos products

The use, removal of or exposure to any asbestos products or products containing asbestos.

## Illegal activities

Gaining a personal profit or advantage that is illegal.

## Conflict of interest

A conflict of duty or interest.

## Acts or omissions

Any act or omission that is dishonest, fraudulent, criminal, wilful or malicious by You or a person acting with your consent.

## Reimbursable losses

Any loss that can be reimbursed by Your sporting or social club or community organisation.

## Transmitted disease

Any disease that is transmitted by You or any member of Your family who normally lives with You.

## Business, profession, trade or occupation

Any business, profession, trade or occupation carried on by You. This does not include being a committee member of a sporting or social club provided that You do not receive more than \$1,000 per year for holding this position.

## Valuable items

This section of the policy only applies when Your Schedule shows that You have requested cover for Valuable Items.

### When we pay

Your Valuable Items are insured for any Accidental damage or Accidental loss. The Accidental damage or Accidental loss must occur within Australia or New Zealand.

We will also pay if the Accidental damage or Accidental loss happens anywhere else in the world. Cover away from Australia or New Zealand is limited to one hundred and eighty (180) consecutive days and starts from the time You leave Australia.

### When we will not pay

We will not pay if the Accidental damage or Accidental loss is caused by or arises from:

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

See also 'What all sections of this policy do NOT cover'.

### What are valuable items

- jewellery and watches
- items that contain gold or silver
- collections of stamps, money or medals
- special valuable and personal items which are listed on Your Schedule.

But does not mean

- unset precious and semi-precious stones
- items thinly covered with gold or silver
- motor vehicles, motorcycles, motorbikes, caravans, trailers, aircraft or accessories or spare parts of any of these items
- watercraft including accessories or spare parts, other than surfboards, sailboards or surf skis, or any other type of watercraft that are less than four (4) metres long and are not powered by a motor
- goods You use to earn Your income
- money or negotiable instruments of any kind
- credit cards or financial transaction cards

### How we pay a claim for your valuable items

When loss or damage occurs to Valuable Items, We will either:

- replace the Valuable Item with the nearest equivalent new item, or
- repair the Valuable Item to the condition it was in when new, or
- pay You the cost of replacement or repair.

We decide which one We will do.

When a Valuable Item is part of a pair, set, system or collection, We will only pay the value of the Valuable Item itself.

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

We will reduce any payment for loss of a Valuable Item under this section by the amount We pay You for the same Valuable Item under Your Domestic Contents insurance.

### Limit for valuable items

The most We will pay for any one item, pair, set, collection or system is \$10,000 for Valuable Items.

You can insure items, pairs, sets, collections or systems that are worth more than the above limits for their actual value as “special Valuable” Items. To do this You must advise Us and the items will be listed on Your Schedule. The most We will pay in total for all Valuable Items is the amount shown on Your Schedule.

### Workers' Compensation

This section of the policy only applies when Your Schedule shows that You have requested cover for workers' compensation.

If You have employees, in some circumstances workers' compensation cover is compulsory. If You are unsure, check with Your local Workers' Compensation Authority

We will pay the amount You are liable to pay if a person You employ is injured while working for You. We will only pay if the person is doing domestic work for You. We will not pay if the person is working for You in Your Business.

The amount We will pay is subject to the relevant workers' compensation legislation in Your state.

Please refer to 'Who is the insurer'.

## Section 2 Farm Property

### What is insured

The property set out on Your Schedule is insured against destruction, loss or damage. It is insured only if You own, or are liable for, the property.

### The insurance cover you select

When You take out Your insurance You have a choice of Listed Events or Accidental Damage cover. Your Schedule will show which one You have selected. If You selected the Listed Events cover, Your Schedule will show 'Cover 1 – Listed Events'. If You selected the Accidental Damage cover, Your Schedule will show 'Cover 2 – Accidental Damage'.

### Words that have a special meaning in this section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural & vice versa, except where the context otherwise requires.

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

**Farm Buildings** means:

- buildings used for the purposes of the Business carried on at the Situation
- any landlords fixtures and fittings owned by the owner of the building for which You are legally liable under the terms of Your lease, licence or similar agreement
- items including plant, that are permanently built, permanently constructed or permanently installed in or on Your farm buildings for the purpose of the Business
- solar panels including installation costs as well as the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes.
- water tanks, water stands, crushes, fuel tanks, grain or feed Silos fixed elevators, fencing forming part of farm buildings, stockyards and pens that are permanently fixed to or adjacent to the farm buildings.
- solar panels permanently attached to Farm Buildings

But does not mean:

- domestic farm buildings as defined in Section 1
- Farm Improvements
- power poles and the overhead wiring between the power poles
- fencing, other than described above forming part of farm buildings
- dams, plants, trees or crops in the open air
- unpaved paths, tracks, roads or driveways constructed of earth or gravel.
- Livestock and beehives.

**Farm Contents** means:

- items other than Livestock, which belong to You and are normally contained in the Farm Buildings for use in the Business
- Livestock permanently kept inside Farm Buildings. The cover provided is limited to 'Cover 1 – Listed Events'
- Ultra High Frequency (UHF) communication systems and Global Positioning Systems (GPS) whilst on or in farm vehicles
- drones but not whilst being used

But does not mean:

- domestic contents or valuable items as defined in Section 1
- motor vehicles or trailers, caravans or motorcycles whether unregistered, registered or licensed to travel on a public road or which require compulsory third-party insurance for death or bodily injury under any law, provided that this exclusion will not apply to trailers or caravans specified on the Schedule and not otherwise insured
- Livestock that are not permanently kept inside Farm Buildings
- beehives
- fencing as defined in Section 5
- aircraft or watercraft
- dams, plants, trees or crops of any kind
- farm machinery as defined in Section 3
- semen, embryos or their ampoules or straws except when in a purpose built container.

**Farm Improvements** means:

- structures that are above ground and used in the Business, including the contents contained in these structures
- infrastructure that is up to 1.5 metres below ground and used in the Business, this includes but is not limited to water pipes, drainage and sewerage systems, irrigation systems for farm use, electrical cables and telephone lines
- fixed plant that are above ground and used in the Business
- power poles and the overhead wiring between the power poles, owned by the Insured or for which the Insured is liable.
- fixed free standing solar panels or wind turbines not attached to farm buildings including installation costs as well as the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes.

But does not mean:

- Farm Buildings, Farm Contents or Unspecified Farm Buildings as defined in this section
- farm machinery as defined in Section 3
- aircraft or watercraft
- plants, trees or crops in the open air
- dams
- fencing as defined in Section 5.

**Farm Property** means any Farm Buildings, Farm Contents, Farm Improvements, Specified Farm Improvements, Specified Items, Unspecified Farm Buildings that are shown on Your Schedule as being insured.

**General Property** means the property listed on the current policy Schedule as General Property in this section of the policy.

**Livestock** means any type of farm animal other than a domestic animal or working dog.

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

**Silo** means a substantial building comprising a fixed tower with walls and roof constructed of metal, brick or concrete, which is weather and vermin proof and used for the storage of grain, silage or other agricultural produce.

**Specified Farm Improvements** means any items that are shown on Your Schedule as specified farm improvements.

**Specified Items** means those items that are shown on Your Schedule as specified items.

**Unspecified Farm Buildings** means those Farm Buildings that are not specified on Your Schedule including any Farm Contents contained in the building. We will show these as unspecified farm buildings on Your Schedule and We will cover these anywhere at the Situation.

### Limit for the value of unspecified farm buildings

Where You have insured Unspecified Farm Buildings, the most We will pay for any one Unspecified Farm Building is \$10,000 or its Current Value, whichever is the lesser. For all claims, the most We will pay for all Unspecified Farm Buildings is the sum insured shown on Your Schedule.

## Cover 1 Listed events

We will cover the Farm Property for the events listed below while at the Situation. There must be damage or loss from one of these events to the Farm Property for You to make a claim.

- fire or explosion
- lightning or thunderbolt
- earthquake, subterranean fire, volcanic eruption or tsunami
- malicious damage, including vandalism, other than damage caused by You or anyone who permanently or temporarily lives with You
- liquid that escapes from:
  - a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain
  - a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
  - a washing machine or dishwasher.
- accidental breakage. This cover applies when the item is fractured or chipped through its entire thickness.

Where You have insured Your Farm Buildings, We will cover any fixed glass in the Farm Buildings for accidental breakage, including any window tinting or shatter proofing material attached to the glass. This also includes fixed shower bases, basins, sinks, baths and toilets of the Farm Buildings.

- riots, civil commotions, industrial or political disturbances
- impact by an aircraft, spacecraft, satellite or meteorite, or anything dropped from them

- impact by a falling tree or part of a tree.

We will also pay the cost of removing and disposing of the fallen tree or parts.

We will not pay if the damage is caused when You cut down or remove branches from a tree or You have someone do it for You.

- impact by a falling television or radio antenna, mast or dish
- impact by a falling building, structure or part thereof
- impact by any animal or bird. You are not covered for damage caused by any animal or bird eating, chewing, clawing or pecking Your Farm Property.
- impact by vehicles or watercraft
- storm, tempest, rainwater or wind. This includes storm, tempest, rainwater or wind damage to gates, fences or walls that are part of the structure of Farm Buildings and/or Unspecified Farm Buildings.

We will not pay for storm, tempest, rainwater or wind damage:

- through an opening made for any building, renovation or repair work to Farm Buildings and/or Unspecified Farm Buildings
- due to a structural defect, faulty design or faulty workmanship in Farm Buildings and/or Unspecified Farm Buildings that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred, (e.g. if there are signs that a defect previously caused damage, We will not pay a claim for damage from this defect, faulty design or workmanship).
- caused directly or indirectly by steam, condensation or oxidation
- to Farm Property in the open air unless such Farm Property is designed to function without the protection of walls or a roof
- to shade cloth, dam liners, dam covers, and bird netting.

We do not provide cover for damage by Flood.

- landslide or subsidence.

Cover only applies when the landslide or subsidence occurs within seventy two (72) hours of the cessation of the event and is contributed to or caused by one of the following events:

- storm, tempest, rainwater or wind
- earthquake, subterranean fire, or volcanic eruption
- explosion
- liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

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

## Cover 2

### Accidental damage

We will cover Your Farm Property for any accidental damage or accidental loss while at the Situation, including that caused by the following:

- Landslide or subsidence. Cover only applies if it occurs within seventy two (72) hours of cessation of the event and is contributed to or caused by one of the following events:
  - storm, tempest, rainwater or wind
  - earthquake, subterranean fire, or volcanic eruption
  - explosion
  - liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

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

- Storm, tempest, rainwater or wind. This includes storm, tempest, rainwater or wind damage to:
  - gates, fences or walls that are part of the structure of Farm Buildings and/or Unspecified Farm Buildings.

We will not pay for storm, tempest, rainwater or wind damage:

- through an opening made for any building, renovation or repair work to Farm Buildings and/or Unspecified Farm Buildings
- due to a structural defect, faulty design or faulty workmanship in Farm Buildings and/or Unspecified Farm Buildings that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred, (e.g. if there are signs that a defect previously caused damage, We will not pay a claim for damage from this defect, faulty design or workmanship).
- caused directly or indirectly by steam, condensation or oxidation
- to Farm Property in the open air unless such Farm Property is designed to function without the protection of walls or a roof
- to shade cloth, dam liners and dam covers, and bird netting.

We do not provide cover for damage by Flood.

We will not cover Your Farm Property for accidental damage or accidental loss caused by or arising from the following:

- movement of earth
  - settlement, shrinkage, vibration or expansion in Farm Buildings, foundations, walls or pavements.
- the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair
- Flood
- loss or damage from rust, corrosion, gradual deterioration, wear or tear, fading, scratching or marring, developing flaws, normal maintenance or repair
- loss or damage resulting from or in any way connected with insects, termites, vermin, oxidation, mildew, mould, contamination or pollution, wet or dry rot, change of colour, dampness, variations in temperature, evaporation, disease, change in flavour texture or finish, smut, soot, or smoke

form industrial operations, failure to monitor coolant or liquid nitrogen levels

We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'

- tree roots

Roots from trees, plants, shrubs or grass.

- chemicals

Any process of cleaning involving the use of chemicals, other than domestic household chemicals.

- defects, faulty workmanship, design or storage

A defect in an item, faulty workmanship, structural defect, faulty design, faulty packing or faulty storing that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred, (e.g. if there are signs that a defect previously caused damage, We will not pay a claim for damage from this defect, faulty design or workmanship).

We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.

- Theft

We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.

- deliberate or intentional damage

Deliberate or intentional damage that is done by You, or by people under Your direction or control.

- breakdown

Mechanical, electrical, hydraulic or electronic breakdown. We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.

- data or media failure

Data processing or media failure, breakdown or malfunction of the processing system, including operator error or omission.

- fraudulent or dishonest acts

Fraudulent or dishonest acts by You or anyone acting on Your behalf, or any of Your employees. This also includes claims arising from trickery, embezzlement, forgery, erasure, or any misappropriation.

- shortage in supply or delivery

- unexplained disappearance or unexplained inventory shortage, whether resulting from clerical or accounting errors or shortages in supply or delivery of materials to or by You.

- demolition

Demolition ordered by any government authority.

- incorrect siting

Incorrect siting of Farm Property.

- testing or experimentation

Testing, intentional overloading or experiments of any kind.

- faults or defects

Faults or defects that You or Your employees were, or ought to have been, aware of before this insurance was arranged, extended, varied or renewed.

- application of heat

Heating, any process of heat treatment or direct application of heat, or the use of tools on the Farm Property.

We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.

- failure of supply

The failure of any water, gas, electric or fuel supply.

- strikes, labour disturbances

The stopping of work, in total or in part, or interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers.

### **Additional things we will pay for when you have insured your farm buildings, farm contents and farm improvements**

We will pay the following, in addition to the sum insured, unless shown otherwise. We will pay these on the basis of the cover You have selected, i.e. 'Cover 1 – Listed Events' or 'Cover 2 – Accidental Damage'. In respect of employee property, We will pay on the basis of 'Cover 1 – Listed Events'.

### **Alterations and additions**

We will cover alterations and additions to Your Farm Buildings, obtained or built during the period of insurance.

Limitation: We will not pay under this additional benefit more than the lesser of ten per cent (10%) of the total sum insured on Farm Buildings or \$100,000, in respect of Farm Property insured at any one Situation.

### **Australia-wide coverage**

Cover for Farm Contents or any Specified Items shown on Your Schedule is extended to anywhere in Australia.

Your Farm Contents are not insured if they:

- are on the way to, from, or in storage
- are in transit during a permanent removal
- have been removed permanently from Your Situation without Our permission.

If You selected 'Cover 1 – Listed Events', cover for storm, rainwater, wind or impact by motor vehicles, motorcycles, mini-bikes, caravans or trailers:

- only applies when the Farm Contents are located in a building where You are staying
- does not apply while the Farm Contents are in a tent, motor vehicle, caravan, trailer, aircraft or watercraft.

### **Demolition and removal of debris**

We will pay the reasonable costs of demolishing and removing any Farm Property debris when damage for which this policy provides cover occurs. The most We will pay is up to ten per cent (10%) of the sum insured or \$25,000 whichever is the greater for the Farm Buildings and/or Farm Contents.

### **Employee property**

If an employee working at Your Situation brings clothing, tools and personal effects (excluding money) with them, We will regard those possessions as belonging to You. We will pay only if these employees are engaged in the Business. In respect

of employee property, We will pay on the basis of 'Cover 1 – Listed Events'. 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.

### **Farm buildings in the course of construction**

Where a Farm Building with a total value no greater than \$10,000 is being constructed at the Situation We will provide cover as per 'Cover 1 – Listed Events' is limited to a maximum of \$10,000 any one policy period and only provided up until the construction is completed where the Farm Building being constructed is not otherwise insured. Claims are subject to the Excess noted on the Schedule.

### **Farm produce deterioration**

We will pay for deterioration of Your farm produce at the farm premises occurring during the period of insurance, but only if the deterioration is directly caused by You not being able to transport Your farm produce from the farm premises due to a road or railway in the vicinity of the farm premises becoming impassable due to fire, lightning, explosion, earthquake, storm, landslide, road collapse or washout.

We will pay what You would have received from the sale of Your farm produce at the time of the event that caused the deterioration, less the residual market value of Your farm produce immediately following the deterioration.

The most We will pay for this additional benefit is \$5,000 for all claims during the period of insurance. This additional benefit will not cover You for any liability to others caused directly or indirectly as a consequence of the contamination of Your farm produce.

### **Fire extinguishment and prevention costs**

We will pay the reasonable and necessary costs to:

- extinguish a fire at, or in the vicinity of, the Farm Property insured at the Situation
- prevent or reduce damage to the Farm Property insured at the Situation
- gain access after the damage has occurred to the Farm Property insured at the Situation
- replenish Your fire fighting apparatus after use in any of these events.

The most We will pay for any one event, or series of events, arising from the one source, for fire extinguishment costs under Sections 1, 2, 3 & 5 combined, is \$10,000.

### **Fusion of an electric motor**

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

### **Government fees**

Any fee, contribution or other impost payable to any other Government, Local Government or other Statutory Authority where payment of the fee, contribution or impost is necessary to the obtaining of consent to reinstate any property insured provided that We will not be liable for payment of any fines and/or penalties imposed upon You by any such authorities.

Limitation: The most We will pay under this additional benefit is the greater of ten per cent (10%) of the total sum insured for Farm Buildings shown on the Schedule for the damaged Farm Buildings, or \$15,000.

### **Hay or grain in transit**

If You have insured Farm Contents under this section We will pay for loss or damage to hay or grain during transit following collision or overturning of the conveying vehicle during the period of insurance.

The most We will pay is \$1,000 during the period of insurance.

### **Increased cost of working**

The reasonable costs You incur to maintain Your usual farming activity at the Situation as a consequence of loss or physical damage to Farm Property, Livestock or vehicle, but only if:

- We have paid a claim under this section for the damage to:
  - Farm Buildings or Farm Contents
  - any motor vehicle You insure under the Farm Motor Vehicle policy provided they are insured for Comprehensive Cover, or Fire and Theft Cover
  - agricultural equipment and mobile plant covered under Section 3 Farm Machinery or Section 4 Theft
  - any Livestock agisted at the Situation when it died and for which We would have paid if You owned the Livestock and had insured it under Section 5 Livestock, or
  - where damage occurs to pasture, fields or paddocks used for cropping or fodder caused by fire or lightning and remedial work is required to stabilise soils. Such remedial work may entail but is not limited to the purchase of and application of seed, wetting agents, phosphorous, nitrogen and/or the planting of cover crops to prevent soil erosion in such paddocks or fields.

The most We will pay in total is \$30,000.

We will not pay under this additional benefit for:

- a cost insured under another part of this policy
- a loss, expense or cost arising from or caused by a fire deliberately or intentionally lit and/or allowed to remain alight by you or someone acting on your behalf
- a loss, expense or cost arising from inadequate insurance of Farm Property under this section
- a loss, expense or cost arising from inadequate insurance under any other section or insurance policy
- an Excess imposed under this section another section or any other insurance policy or
- wear, tear, depreciation or betterment
- any costs you incur more than twelve (12) months after the date of the damage.

## Legal costs to discharge mortgages

We will pay Your legal costs to discharge Your mortgage if Your claim for the Farm Buildings is for a total loss. The most We will pay is up to:

- ten per cent (10%) of the sum insured for the Farm Buildings
- \$5,000,

whichever is the greater.

## Neighbours fire fighting equipment

We will pay up to \$10,000 to replenish fire fighting equipment belonging to Your neighbour which is damaged while fighting a fire on Your farm.

## New premises – temporary cover

We will temporarily extend cover provided by this section to property at any new situation first occupied by You provided that:

- d) this temporary cover period is limited to the lesser of the following:
  - i. sixty (60) days from the date You acquire or commence using the premises, or
  - ii. the expiry date of the current period of insurance, or
  - iii. the date on which the property ceases to belong to You.
- e) the property is used for the Business as described on the Schedule
- f) the property and farm building construction is a similar type to that already covered under the Schedule
- g) You provide to Us full details of the new premises within sixty (60) days of the commencement of this temporary cover. If We agree to continue the cover You must pay any additional premium that We may require.

Limitation: The most We will pay under this additional benefit is twenty per cent (20%) of the highest sum insured shown on the Schedule for each item of property.

## Newly constructed buildings

We will automatically include from completion, newly constructed Farm Buildings, for a period of thirty (30) days or until next renewal whichever is the sooner. The most We will pay is the lesser of \$200,000 or the replacement cost of the Farm Buildings. If cover is required, You must notify Us in writing within thirty (30) days and pay any additional premium required.

In the event of a loss during the thirty (30)-day period that results in a claim, You will be required to pay an additional premium to cover the newly constructed Farm Buildings.

## Professional fees

Reasonable professional fees incurred to rebuild or repair Your Farm Buildings, Farm Contents and Farm Improvements, in addition to the sums insured. You must obtain Our agreement in writing before incurring such costs.

Limitation: The most We will pay under this additional benefit is:

- a) the greater of ten per cent (10%) of the total sum insured on Farm Building shown on the Schedule for the damaged premises, or \$15,000; or
- b) any higher amount shown in the current Schedule for "Professional Fees".

## Reinstatement of documents

We will pay to reinstate, reproduce or restore Your documents if they are damaged as a result of an insured event while contained on Your Farm Property.

This includes the information contained on the documents. The most We will pay is \$10,000.

## Reinstatement of the sum insured

Following payment of a claim, You are fully insured again for the amount shown on Your Schedule, provided You pay or agree to pay any additional premium that may be required.

This does not apply when Your claim is for a total loss as the cover for Your Farm Buildings, Farm Contents and Farm Improvements ends.

## Shelter belts

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

We will not pay more than \$500 for any one tree, plant or shrub including the cost of removal, soil preparation and replanting.

The most We will pay under this benefit is \$4,000.

## Statutory costs

We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the Farm Buildings at the Situation. We will not pay any costs which resulted from any notice which a statutory authority served on You before the loss or damage to Your Farm Buildings occurred. Any amount payable is limited to the lesser of:

- a) until the sum insured is exhausted
- b) \$25,000.

## Sum insured indexation

If You have a loss, We will increase the sum insured by the amount the Consumer Price Index (all groups) has increased since You took out Your policy or last renewed it.

## Taxation and superannuation audit

We will pay up to \$7,000 towards professional fees You reasonably and necessarily incur in connection with a tax audit by the Australian Taxation Office (ATO) of Your Farm Business if the tax audit begins within the period of insurance but not within the first three months of the first time You take out this policy with Us. There is no exclusion of cover for such audits in the first three months of the policy when You renew Your policy in a second or later year.

We will not pay for professional fees You incur in connection with:

- a) work carried out more than six (6) months after the date on which the tax audit began, or
- b) returns not prepared by a lawyer, an accountant or a registered tax agent, or
- c) Your unreasonable refusal to comply with a request by the ATO for information or the production of documents, or
- d) a dispute over a tax, penalty, levy, cost, interest or fine imposed on You, or
- e) a dispute with a professional adviser You have engaged, or
- f) Your personal taxation affairs, or

- g) a fraudulent or criminal act or omission committed by You or Your agent or Your lawyer, accountant or tax agent or by another with Your knowledge and consent.

We only make a payment under this additional benefit if You:

- a) notify Us immediately upon becoming aware that a tax audit is to be carried out; and expressly authorise the ATO to tell Us directly about all or any matter We ask about that is the subject of the tax audit, and
- b) following Our request You provide Us with a statement from Your lawyer, accountant or tax agent indicating whether or not further work has reasonable prospects of reducing the amount of tax payable by You.

We are entitled to stop paying professional fees under this additional benefit if:

- i. You unreasonably refuse to comply with a request by the ATO for information or the production of a document, or
- ii. We consider further expenditure of fees has no reasonable prospects of reducing the amount sought by the ATO.

Limitations: The most We will pay under this additional benefit is \$7,000 in any one period of insurance.

### Temporary protection

If We agree to pay a claim under this section, We will also pay the reasonable costs of temporary protection of Your Farm Property.

The most We will pay is \$5,000.

### Unspecified farm improvements

Where you have insured Farm Buildings or Farm Contents under this section We will provide cover for Unspecified Farm Improvements to a maximum of \$2,500 or the sum insured for Unspecified Farm Improvements shown on the Schedule, any one policy period.

### Water or liquid damage

We will cover Your Farm Buildings and Farm Contents for loss or damage caused by water or liquid. We will also cover the cost of finding where the water or liquid escaped from, including the cost of repairing any damage that occurs while looking for the cause.

We will not cover the cost of repairing the item that caused the escape of water or liquid or the cost of fixing or finding leaks that have not caused loss or damage to your buildings or contents.

## Additional things you can insure for under farm property

### General property

You may extend Your policy to include General Property cover. If We have agreed to extend Your policy, this will be shown on Your Schedule and all the terms and conditions of the policy will apply to this benefit unless We indicate otherwise.

We will cover You for accidental loss or damage including physical loss of or damage to General Property up to the sum insured shown on Your Schedule which occurs during the period of insurance, anywhere in the world.

### How we will pay

We will at Our option either:

- pay You the replacement cost of the General Property at the time of loss or damage
- repair the General Property to a condition equal to but not better or more extensive than its condition when new, or
- replace the General Property with a new item that has the same features or features that are nearly the same as (but not less than) the item being replaced
- if a beehive is lost, destroyed or stolen, We pay You the replacement cost of the beehive at the time of the loss, destruction or theft and the market value of any honey lost at the time of the loss, destruction or theft.

### When we will not pay

We will not pay claims for the following:

- Loss or damage to General Property or beehives under this section which are: being constructed, erected, altered, manufactured, cleaned or repaired
- loss or damage to General Property caused by mechanical, electrical, hydraulic or electronic breakdown.
- Loss or damage to General Property which is semen or embryos or their ampoules or straws except when in a purpose built container which is adequately refrigerated or maintained in accordance with the manufacturers instructions
- Loss or damage caused by wear and tear, fading, scratching or marring, rust, corrosion, mildew, mould, contamination or pollution, wet or dry rot, change of colour, flavour, texture or finish, dampness of atmosphere, variations in temperature, evaporation, disease, inherent vice, latent defect, loss of weight, depreciation, settlement, gradual deterioration or developing flaws, normal upkeep or making good, smut or smoke from industrial operations (other than sudden or unforeseen damage resulting therefrom)
- Insects or vermin including but not limited to rats, mice, rabbits possums and birds
- faulty materials
- faulty workmanship
- mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any nature a rise in temperature within a purpose built container directly caused by a failure to maintain the supply of liquid nitrogen to that container
- fraud or theft by an employee, or employees acting in collusion
- loss or damage caused by storm, tempest, rainwater, snow, sleet, wind, hail to any of the following:
  - General Property unless that General Property is designed to function unaffected without the protection of walls or roof
  - beehives.
- General Property not being used by You in accordance with the manufacturer's instructions
- any legal liability of whatsoever nature
- consequential loss of any kind
- unexplained inventory shortages or disappearances resulting from clerical or accounting errors, or shortage in the supply or delivery of materials to or from You

- trickery
- testing, intentional overloading or experiments of any kind
- inherent defect, inherent vice, latent defect, or disease
- theft of property unless the property was stolen:
  - from a vehicle that was securely locked at the time the theft occurred
  - whilst located inside a building and the theft was consequent upon forcible and violent entry or exit from the premises.
- theft or any attempted theft, or any act of fraud or dishonesty committed by any:
  - members of Your family; or
  - person or persons in Your service, other than loss or destruction or damage due to, or sustained by, or through theft or any attempted theft following forcible and violent entry to the premises committed by any person or persons in Your service.

by an estimation of the value or potential utility of the abandoned foundations to any future purchasers.

We decide which one We will do.

If You selected the optional replacement cost benefit for Farm Buildings, this will be shown on Your Schedule as “replacement cost”.

If You have selected this benefit, We will pay the cost of rebuilding Your Farm Buildings or repairing the damaged portions to the same condition as they were when new. We will also pay any further costs required for Your Farm Buildings to comply with government or local authority bylaws. This benefit does not apply over and above the sum insured. We will not pay these costs if the sum insured is insufficient to meet the total costs involved in rebuilding or, reinstating the Farm Buildings.

We will also pay any further costs required for Your Farm Buildings to comply with government or local authority bylaws. We will not pay more than \$25,000 or until the building sum insured is exhausted.

We will not pay these additional costs if You were required to comply with these bylaws, and had not done so, before the damage occurred.

Unless we agree otherwise, rebuilding or repairing Your Farm Buildings must commence within six (6) months of the damage occurring. If it does not commence within six (6) months, We will settle Your claim on the basis that Your cover does not include the replacement cost benefit.

We will try to match any material used to repair the Farm Buildings with the original materials. If We cannot, We will use the nearest equivalent available to the original materials.

We will not pay any costs for replacing undamaged property.

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

### **How we pay a claim for farm contents and specified items, other than growing crops inside buildings or livestock permanently kept inside buildings**

When damage occurs to Farm Contents and/or Specified Items, We will pay up to the Farm Contents sums insured as listed on Your Schedule (inclusive of GST) in total. We will either:

- replace the property with the nearest equivalent new property, or
- repair the property to the condition it was in when new, or
- pay You the cost of replacement or repair.

We will decide which one We will do.

### **How we pay a claim for farm contents, which are growing crops inside buildings or livestock permanently kept inside buildings**

When damage occurs to growing crops in buildings or Livestock permanently kept in buildings, We will pay the Market Value of the growing crops or Livestock at the time of the loss. The Market Value is the saleable value of the growing crop or Livestock at the time of damage or loss.

### **How we pay a claim for specified farm improvements**

When damage occurs to Specified Farm Improvements, We will either:

## **Paying claims**

### **Policy excess**

For each event giving rise to a Farm Property claim, We will reduce the amount of the claim by the Excess. The amount of Your Excess is shown on Your Schedule or in the policy.

Your Excess will be increased:

- by \$750 for any claim for damage or loss to solar panels or wind turbines
- by \$250 for any claim for damage to any mobile GPS systems whilst in use in or on farm vehicles unless it is insured under General Property.

Where damage or loss is caused by a Named Cyclone the Excess applicable will be either \$2,500 or Your Excess as shown on the Schedule whichever is the greater.

### **How we pay a claim for your farm buildings and unspecified farm buildings**

When damage occurs to the Farm Buildings and/or Unspecified Farm Buildings, We will either:

- reinstate or repair the Farm Buildings and/or Unspecified Farm Buildings to the condition they were in just before the damage occurred, or
- pay You the cost of reinstating or repairing the Farm Buildings and/or Unspecified Farm Buildings to the condition they were in just before the damage occurred, or
- pay You the value of the Farm Buildings and/or Unspecified Farm Buildings just before the damage occurred. We will reduce this payment by the value of the Farm Buildings and/ or Unspecified Farm Buildings after the damage occurred.
- if foundations are not destroyed following an occurrence and any Government or Statutory Authority requires reinstatement of the Farm Property to be carried out on another site, the abandoned foundations will be considered as destroyed. However, should the abandoned foundations increase the value of the original building site, this value will be deducted from the settlement of any claim. The amount of such an increase in value of the abandoned foundations will be determined

- replace the property with the nearest equivalent new property, or
- repair the property to the condition it was in when new, or
- pay You the cost of replacement or repair.

We decide which one We will do.

### How we pay a claim for farm improvements

When damage occurs to Farm Improvements, We will either:

- reinstate or repair the Farm Improvements to the condition they were in just before the damage occurred, or
- pay You the cost of reinstating or repairing the Farm Improvements to the condition they were in just before the damage occurred, or
- pay You the value of the Farm Improvements just before the damage occurred.

We decide which one We will do.

We will not pay any costs to demolish, reinstate or repair any above ground property that may be required, following a loss to below ground infrastructure.

### The most we will pay

The most We will pay You for a claim under Section 2 of this policy, is the sum insured shown on Your Schedule, unless otherwise indicated in this section.

## Section 3 Farm Machinery And Working Dogs

### What is insured

The property set out on Your Schedule is insured if it is destroyed, lost or damaged. It is insured only if You own, or are liable for, the property.

### The insurance cover you select

When You take out insurance under this section, You will be covered for the listed events shown in this section.

These are shown under the heading 'Cover – Listed Events'.

This will apply to Farm Machinery, Unspecified Farm Machinery and Working Dogs shown on Your Schedule.

### Words that have a special meaning in this section

In this section there are words that have a special meaning: They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Accidental Damage** is the same cover as provided for Accidental damage under Section 2 of this policy including the limitations, exclusions and other terms applicable to the cover for Accidental damage under Section 2. The events and/or damage listed under When We will not pay in this section are also not covered under this Accidental Damage cover.

**Agricultural Use** means agricultural equipment and mobile plant while:

- used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming, towing, harvesting, ploughing, harrowing, irrigating, threshing, planting, pollarding, hedging or similar activities and any other activity pertaining to agriculture
- in the process of setting up for such operations and reverting from such operative format to a travel or transit configuration
- the agricultural equipment and mobile plant is being moved within a worksite simultaneously with or preliminary to or subsequent to, being used for excavating, digging, grading, scraping, drilling, lifting, pumping, spraying, loading and unloading, vacuuming, towing, harvesting, ploughing, harrowing, irrigating, threshing, planting, pollarding, hedging or similar activities and any other activity pertaining to agriculture.

However, Agricultural Use does not include transit of the agricultural equipment and mobile plant to or from any place where it is being used.

**Current Value** means the cost of replacing an item subject to allowance for wear, tear and depreciation.

**Farm Buildings** in this section means the same as defined in Section 2.

**Farm Machinery** means:

- any agricultural machinery, towed implements or mobile bins used in the Business
- any self-propelled machinery or vehicle which is not normally registered for on road use and used in connection with your Business
- any motorcycles, mini-bikes, three or four wheel motorbikes, or trailers used in the Business.

But Farm Machinery does not mean registered automobiles, utilities, trucks, caravans or registered road motor cycles.

**Sickness** means illness and/or disease which first manifests itself during the period of insurance resulting solely and directly and independently of any other cause whether of sudden or gradual development

**Unspecified Farm Machinery** means Farm Machinery that is not specified on Your Schedule. We will show this as unspecified Farm Machinery on Your Schedule.

**Working Dog** means a dog, between the ages of three (3) months and eight (8) years, used in connection with the Business.

### Limit for the value of unspecified farm machinery

Where You have insured Unspecified Farm Machinery, and this is shown on Your Schedule, the most We will pay for any one item of Unspecified Farm Machinery is \$5,000 or the Current Value, whichever is the lesser.

The most We will pay You for all Unspecified Farm Machinery is the sum insured shown on Your Schedule.

## Cover

### Listed events

We will cover Your Farm Machinery and Unspecified Farm Machinery, shown on Your Schedule, for the listed events below while they are at the Situation and anywhere in Australia. There must be damage or loss from one of these events to the Farm Machinery or Unspecified Farm Machinery for You to make a claim.

- fire or explosion
- lightning or thunderbolt
- earthquake, or tsunami
- vandalism
- deliberate or intentional acts other than vandalism and theft
- riots, civil commotions, industrial or political disturbances
- impact by an aircraft, spacecraft or satellite, or anything dropped from them
- impact by vehicles or watercraft, at the Situation
- impact by a falling tree or part of a tree. We will also pay the cost of removing and disposing of the fallen tree or parts. We will not pay if the damage is caused when You cut down or remove branches from a tree or You have someone do it for You
- storm, tempest, rainwater or wind
- Accidental Damage to a maximum of \$10,000.

We will cover Your Working Dogs specified on Your Schedule for injury or death, including humane destruction following veterinarian advice, anywhere in Australia due to any of the listed events below:

- by any cause including Accidental Damage
- theft, provided the matter has been reported to the Police
- loss due to Sickness as defined in this section.

### When we will not pay

We will not cover Your Farm Machinery or Unspecified Farm Machinery against loss or damage caused by or arising from:

- utility supplies  
the failure of any water, gas, electric or fuel supply.
- strikes and labour disturbances  
the stopping of work, in total or in part, or interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers.
- breakdown  
mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature-controlling equipment. This includes damage to goods maintained in a temperature-controlled environment where the loss or physical damage occurred due to the mechanical, hydraulic, electrical or electronic breakdown of the temperature-controlled equipment.
- damage to the tyres that occurs by applying the brakes, or by punctures, cuts or bursting of the tyres
- theft.

We will not cover Your Working Dogs against loss or damage caused by or arising from:

- loss or death caused by pregnancy
- loss from any condition as a result of overwork which leads to inability to work
- loss or death caused by Flood, or
- theft without tangible evidence of and/or proof of loss.

See also 'What all sections of this policy do not cover'.

### Additional things we will pay for when you have insured farm machinery

We will pay the following, in addition to the sum insured, unless shown otherwise in the policy.

### Legal costs

We will pay Your legal costs to discharge Your mortgage if Your claim for Farm Machinery is for a total loss. The most We will pay is up to ten per cent (10%) of the sum insured for the item of Farm Machinery.

### Removal of debris

We will pay the reasonable costs of demolishing and removing any debris when insured damage occurs.

The most We will pay is up to ten per cent (10%) of the sum insured for the item of Farm Machinery, or \$2,000, whichever is the greater.

## Fire extinguishment and prevention costs

We will pay the reasonable necessary costs to:

- extinguish a fire at or in the vicinity of the Farm Machinery insured at the Situation
- prevent or reduce damage to the Farm Machinery insured at the Situation
- gain access after the damage has occurred to the Farm Machinery insured at the Situation
- replenish Your fire fighting apparatus after use in any of these events.

The most We will pay for any one event, or series of events, arising from the one source, for fire extinguishment costs under Sections 1, 2, 3 & 5 combined, is \$10,000.

## Tools and spare parts

Loss of or damage to tools and spare parts that were attached to or within the Farm Machinery, at the time of loss or damage.

The most We will pay under this additional benefit is \$5,000

## Protection and removal

- a) Protecting and removing damaged Farm Machinery to the nearest licensed repairer or place of safety, or to any other location that We approve; or
- b) Protecting and removing Farm Machinery to a place of safety, following it becoming bogged, immobilised or stranded, without loss or damage having occurred, provided immobilisation, bogging, stranding is not in Our opinion attributable to the careless action of the operator.

This additional benefit does not extend to provide costs for search, location and retrieval of lost or damaged items unless We provide Our prior written consent to incurring such costs.

The most We will pay under this additional benefit is \$1,000.

## Lock and keys

The reasonable costs of replacing keys and/or locks if the keys or locks to Your Farm Machinery are lost or damaged.

The most We will pay under this additional benefit is \$2,000.

## Loss of personal effects

Loss of or damage to personal effects belonging to You or Your employee driver that were contained in Your lost or damaged Farm Machinery at the time of loss.

The most We will pay under this additional benefit is \$500 any one period of insurance.

## Reinstatement of sum insured

Following payment of a claim, You are fully insured again for the amount shown on Your Schedule, provided You pay or agree to pay any additional premium that may be required.

This does not apply when Your claim is for a total loss as the cover for Farm Machinery will end.

## Additional things we will pay for when you have insured working dogs

We will pay the following, in addition to the sum insured for Working Dogs, unless shown otherwise in the policy.

The cover for Working Dogs is only for injury or death due to a listed event, except claims for:

## Veterinary treatment

The reasonable cost of necessary veterinary treatment and supplies to restore any Working Dog to health following an injury by a listed event provided that it is an economic proposition to do so. The most We will pay is \$1,000.

## Disposal of carcass

The reasonable cost of disposing of any Working Dog that has died as a result of a listed event.

## Paying claims

### Policy excess

For each event giving rise to a Farm Machinery, Unspecified Farm Machinery or Working Dogs claim, We will reduce the amount of the claim by the Excess. The amount of Your Excess is shown on Your Schedule or in the policy. Your Excess will be increased by \$100 for any claim for damage arising from deliberate or intentional acts and malicious damage, including vandalism.

An Excess of \$500 will apply on any claim for Accidental Damage to Farm Machinery.

An Excess of \$300 will apply on any claim for loss of any Working Dogs insured under this policy.

### How we pay a claim for your farm machinery, unspecified farm machinery and working dogs

When damage or loss occurs to any item of Farm Machinery and/or Unspecified Farm Machinery, We will either:

- reinstate or repair the item of Farm Machinery and/or Unspecified Farm Machinery to the condition it was in just before the damage occurred, or
- pay You the cost of reinstating or repairing the item of Farm Machinery and/or Unspecified Farm Machinery to the condition it was in just before the damage occurred, or
- pay You the value of the item of Farm Machinery and/or Unspecified Farm Machinery just before the damage occurred.

We decide which one We will do.

If Farm Machinery up to twelve (12) months old (from the date of original registration as a new vehicle or in the case of an unregistered vehicle, the actual purchase date when new) cannot be economically repaired we will, at our option, replace it with a new item of the same or equivalent make and model

For any claim for the death of a Working Dog, We will pay You the Market Value of the dog at the time of death, or the sum insured shown on Your Schedule, whichever is the lesser.

The Market Value is the saleable value of the Working Dog at the time of death.

### The most we will pay

The most We will pay You for a claim under Section 3 of this policy, is the sum insured shown on Your Schedule, unless otherwise indicated in this section.

# Section 4

## Theft

### What is insured

The property set out on Your Schedule is insured for Theft or any attempted Theft. It is insured only if You own, or are liable for, the property.

### The insurance cover you select

When You take out insurance under this section, You will be covered for Theft or any attempted Theft of any Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery and Specified Items shown on Your Schedule.

### Words that have a special meaning in this section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Contents Contained In Farm Improvements** in this section means the contents contained in Farm Improvements as defined in Section 2.

**Farm Buildings** in this section means the same as defined in Section 2.

**Farm Contents** in this section means the same as defined in Section 2. This does not include cash, money orders, unused postage and revenue stamps, franking machine contents, traveller's cheques, securities and other negotiable instruments.

**Money** means cash or negotiable instruments used in the Business.

**Theft** means the dishonest appropriation of property and/or Money.

**Specified Farm Machinery** in this section means the same as Farm Machinery defined in Section 3.

**Specified Items** means those items that are shown on Your Schedule as specified items.

### When we will pay

We will cover Your Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery and Specified Items, shown on Your Schedule, against Theft or attempted Theft occurring anywhere at the Situation.

We will cover Your Specified Farm Machinery and Specified Items, shown on Your Schedule against Theft, or attempted Theft occurring away from the Situation anywhere in Australia, other than as set out below.

We will not cover the Specified Farm Machinery and Specified Items for Theft or attempted Theft:

- while they are in storage, being transported for storage, or permanently removed from the Situation
- from an unlocked vehicle.

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

We will pay the following, in addition to the sum insured, unless shown otherwise in the policy.

#### Keys and locks

If, as a result of Theft, or attempted Theft, Your keys, locks or combinations are stolen or lost, or if there is reasonable grounds to suspect they have been copied, We will pay for their replacement. If Your keys or combinations are stolen, We will pay the cost of opening locked safes.

#### Temporary protection

If damage or loss occurs to Farm Buildings during Theft or attempted Theft, We will pay the costs and expenses reasonably and necessarily incurred for the temporary protection and safety of the Farm Buildings insured before being repaired or replaced. The most We will pay is \$5,000.

#### Damage to farm buildings

We will pay You for damage or loss to Farm Buildings as a result of Theft or any attempted Theft. The most We will pay is \$5,000.

#### Rewriting of records

We will pay You, in addition to Your sum insured, up to \$5,000 for the reasonable cost for rewriting of records, for clerical and professional costs incurred by You to re-write Your necessary Business records if they are lost, destroyed or damaged, whilst located at Your Business premises or offsite anywhere in the Commonwealth of Australia, by an occurrence for which You are covered for under this policy section. We will not pay You for any financial loss caused by the loss of Your records under this additional benefit.

We will only pay the following if the sum insured on Farm Contents is not exhausted.

#### Employee's property

We will pay for damage to or loss of employee's tools or personal property, which occurs during Theft or attempted Theft following forcible entry at the property. The most We will pay is \$2,000.

We will only pay the following if the sum insured on Specified Farm Machinery has not been exhausted.

#### Recovery of specified farm machinery

We will also pay for the reasonable costs necessary to recover or return any Specified Farm Machinery that is insured in this section. The most We will pay is \$2,500.

#### Auctioneers store or premises

We will also pay for loss or damage to Farm Contents or Farm Buildings which are stolen from an auctioneers' store or premises or exhibition as a result of forcible and violent entry into that store or premises or exhibition during the period of insurance. The most We will pay under this additional benefit for any one claim is \$5,000.

#### Farm money

We will also cover you for the Theft of Money belonging to the Business from the Situation.

Limitation: The most We will pay under this additional benefit for any one claim is \$2,000.

## Reinstatement of sum insured

Following payment of a claim You are fully insured again for the amount shown on Your Schedule provided You pay or agree to pay any additional premium that may be required.

We will only reinstate Your cover once per policy period.

This does not apply when Your claim is for a total loss, as the cover for Theft will end then.

## When we will not pay

We will not pay for loss or damage to Farm Contents, Money, Specified Farm Machinery and/or Specified Items due to:

- i. unexplained shortages and disappearances
- ii. Theft or attempted Theft by You or any member of Your family who normally lives with You, or by any person acting on Your behalf
- iii. Theft or attempted Theft by employees
- iv. Theft or attempted Theft from any road vehicle.

We will pay if:

- the vehicle is fully enclosed with all doors, windows, windscreen and boot closed and securely locked, and if the vehicle has been broken into by violent and forcible means, or
- the vehicle is at the Situation.

We will not pay for loss or damage to, or Theft of, money

- v. the loss of which is due to shortages resulting from clerical or accounting errors, or due to errors in receiving or paying out
- vi. that is covered under the domestic farm buildings, domestic farm contents and valuables section
- vii. not discovered within seven (7) days of the loss occurring
- viii. from an unattended vehicle
- ix. whilst it is the responsibility of, or in possession of, professional Money carriers; or
- x. obtained from a safe or strongroom opened by a key or combination which has been left on the premises..

See also 'What all sections of this policy do not cover'.

## Paying claims

### Policy excess

For each event giving rise to a Farm Buildings, Farm Contents, Specified Farm Machinery or Specified Items claim, We will reduce the amount of the claim by the Excess. The amount of Your Excess is shown on Your Schedule or in the policy.

An Excess of \$500 will apply for any claim for damage to any mobile GPS systems whilst in use in or on farm vehicles unless it is insured under General Property

When We pay a claim for Farm Buildings, Farm Contents, Specified Farm Machinery and Specified Items, the Excess will only be applied once.

### How we pay a claim for theft

When You make a claim for Your Farm Contents, Specified Farm Machinery and/or Specified Items, We will either:

- reinstate or repair the item of Farm Contents, Specified Farm Machinery and/or Specified Items to the condition it was in just before the damage occurred, or
- pay You the cost of reinstating or repairing the item of Farm Contents, Specified Farm Machinery and/or Specified Items to the condition it was in just before the damage occurred, or
- pay You the value of the item of Farm Contents, Specified Farm Machinery and/or Specified Items just before the loss or damage occurred.

We decide which one We will do.

When damage occurs to Farm Buildings, We will settle Your claim on the same basis as that shown in Section 2, 'How We pay a claim for Your Farm Buildings and unspecified farm buildings'.

### The most we will pay

The most We will pay You for a claim under Section 4 of this policy is the sum insured shown on Your Schedule, unless otherwise indicated in this section.

# Section 5

## Hay, Grain, Fencing, Livestock And Farm Trees

### What is insured

The property set out on Your Schedule is insured if it is destroyed, lost or damaged. It is insured only if You own, or are liable for, the property.

### The insurance cover you select

When You take out insurance under this section, You will be covered for the listed events shown in this section. These are shown under the heading 'Cover – Listed Events'. This cover will apply to any Hay, Grain, Fencing, Livestock and Farm Trees shown on Your Schedule.

### Words that have a special meaning in this section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Endemic Disease** means a disease that is normally present within Australia.

**Exotic Disease** means a disease originating in a country outside Australia as determined by the Australian Government Department of Agriculture, Fisheries and Forestry or any other government agency with similar delegated authority which exists from time to time.

**Farm Trees** means trees used as windbreaks, for shade or soil erosion control. These do not include any domestic gardens or any plantations grown for commercial timber production or any other commercial use.

**Fencing** means all gates and fences including fixed and portable electric fences, transformers and energisers, forming part of the boundaries of the Situation (owned or shared), subdivisions, stockyards, pens or crushes.

This does not include hedges or fencing forming part of farm buildings as defined in Section 2.

**Grain** means any type of seed crop stored on the farm for feed or sale.

**Hay** means grass, herbage or other plant material grown for fodder that is baled, rolled, stacked or stored.

**Livestock** means any type of farm animals specified on Your Schedule. This does not include domestic animals or working dogs.

**Market Value** means the saleable value of the Hay, Grain or Livestock at the time of damage or loss.

### Cover

#### Listed events

For Hay, Grain, Fencing and Livestock, We will cover You for loss or damage caused by:

- fire or explosion
- lightning or thunderbolt
- earthquake, or tsunami
- vandalism
- deliberate or intentional acts other than vandalism and theft
- riots, civil commotions, industrial or political disturbances
- impact by an aircraft, spacecraft or satellite, or anything dropped from them
- impact by a falling tree or part of a tree. We will also pay the cost of removing and disposing of the fallen tree or parts. We will not pay if the damage is caused when You cut down or remove branches from a tree or You have someone do it for You.
- impact by a falling television or radio antenna, mast or dish
- impact by any animal or bird that is not kept at Your Situation. This does not include any animal or bird attacking, eating, chewing, clawing or pecking Your Hay, Grain, Fencing or Livestock.
- impact by vehicles and watercraft.

For Hay and Grain, We will also cover You for loss or damage caused by:

- storm, rainwater or wind

We will not pay for storm, rainwater or wind damage:

- through an opening made for any building, renovation or repair work to farm buildings
- due to a structural defect, faulty design or faulty workmanship when the farm buildings were constructed, extended, renovated or repaired that You knew about (or should reasonably have known about) and did not fix before the loss or damage occurred, (e.g. if there are signs that a defect previously caused damage, We will not pay a claim for damage from this defect, faulty design or workmanship).
- to Hay and Grain that is not in a farm building.

For Farm Trees, We will cover You for loss or damage caused by:

- fire
- vandalism
- deliberate or intentional acts other than vandalism and theft.

## Additional things we will pay for when you have insured your hay, grain, fencing, livestock and farm trees

We will pay the following, in addition to the sum insured, unless shown otherwise in the policy.

### Fencing

- The reasonable costs of demolishing and removing any Fencing debris when insured damage occurs. The most We will pay is up to ten per cent (10%) of the sum insured for Fencing or \$2,000 whichever is the greater.
- Replacement of Fencing after loss or damage caused by a listed event may be carried out at another site at the Situation to suit Your requirements. We will not pay more than if the replacement was carried out at the original site.
- We will pay up to \$550 for the cost of rewinding, or at Our option, replacing the motor in the event of fusion of an electric motor of fencing. Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.

### Livestock

Claims for theft of Livestock where the Livestock is specified in the Schedule. The most We will pay is \$1,000 for any one animal and \$5,000 for all theft claims arising out of the one event.

The most We will pay for all theft claims in any one period of insurance is \$10,000.

### Veterinary treatment

The reasonable cost of veterinary treatment and supplies needed to restore any of the insured Livestock to health following an injury by a listed event, provided that it is an economic proposition to do so.

### Cost of disposal

The cost of disposing of any insured Livestock that have died as a result of a listed event.

We will pay up to ten per cent (10%) of the Livestock sum insured or \$5,000 whichever is the lesser.

### Australia-wide cover

Loss or damage from one or more listed events occurring anywhere in Australia.

We will not pay for loss or damage to Livestock in transit, or Livestock not belonging to You unless specified on the Schedule.

### Humane destruction

The losses of insured Livestock resulting from necessary humane destruction after the Livestock have been injured due to a listed event.

We will pay the cost of necessary humane destruction of insured Livestock, after the Livestock have been injured due to a listed event. The most We will pay is ten per cent (10%) of the Livestock sum insured or \$5,000, whichever is lesser.

## Fire extinguishment and prevention costs

The reasonable and necessary costs to:

- extinguish a fire at or in the vicinity of the Fencing and/or Livestock insured at the Situation
- prevent or reduce damage to the Fencing and/or Livestock insured at the Situation
- gain access after the damage has occurred to the Fencing and/or Livestock insured at the Situation
- replenish Your fire fighting apparatus after use in any of these events.

The most We will pay for any one event, or series of events, arising from the one source, for fire extinguishment costs under Sections 1, 2, 3 & 5 combined, is \$10,000.

### Reinstatement of sum insured

Following payment of a claim, You are fully insured again for the amount shown on Your Schedule, provided You pay or agree to pay any additional premium that may be required.

This does not apply when Your claim is for a total loss as the cover for Your Hay, Grain, Fencing, Livestock and Farm Trees will end.

### Temporary protection

If an insured event occurs at the Situation or place of agistment We will pay the reasonable cost of protecting Your Livestock from further loss or damage.

We will pay up to ten per cent (10%) of the Livestock sum insured or \$5,000, whichever is the lesser.

### Livestock death by dogs

If insured Livestock are killed by dogs (not belonging to You) We will pay up to \$4,000 in total, in any one period of insurance. An Excess of \$400 applies to each event.

### Inability to milk

If an insured dairy cow is unable to be milked due to an insured event We will pay the Market Value of the animal less salvage.

### Biohazard

The reasonable cost incurred by You in complying with the order of any government authority acting to eradicate, prevent or contain the spread of any Exotic Disease affecting animals, poultry or Farm Trees on Your farm.

We will only pay these costs if the following conditions have been met:

- the outbreak must not originate at Your farm or any other premises owned or operated by You or Your family
- the outbreak must be sudden, unforeseen and identifiable
- the outbreak must originate at a location no more than 100km from Your farm, and
- cover is restricted to additional costs incurred in complying with the order and does not include loss of income.

The most We will pay is \$10,000 for any one occurrence, and \$20,000 in any one period of insurance.

We will not cover You for:

- any costs incurred in relation to the eradication of, or prevention or containment of the spread of:
  - any Endemic Disease affecting animals, poultry or plants
  - any weed infestation, plague of pests or feral animals
  - any other condition not determined by the Australian Government Department of Agriculture, Fisheries and Forestry, or any other government agency with similar delegated authority which exists from time to time, to be an Exotic Disease affecting animals, poultry or plants
- consequential loss of any kind
- any expenses recoverable by You from any Government or other properly constituted authority.

### Seasonal increase (applicable to livestock)

The sum insured for Livestock is increased by twenty per cent (20%) for a period of three (3) calendar months, for the period specified in Your Schedule. If no period is indicated in the schedule the three (3) calendar months of summer will apply.

### Transit on farm

Loss or damage to Hay, Grain, Fencing, Livestock or Farm Trees caused by the collision or overturning of the conveying vehicle, while being relocated at the Situation or within a 50km radius of the Situation. The most We will pay is \$2,500.

### Stud animals

If You have insured Livestock We will pay up to \$10,000 per animal and \$50,000 in aggregate for death by accident anywhere in Australia or New Zealand of Livestock comprising a stud animal for a period not exceeding 7 days from their date of purchase by You from a registered livestock dealer. Cover is limited to the lesser of the above limits or the sum insured shown on Your Schedule.

## Paying claims

### Policy excess

For each event giving rise to a Hay, Grain, Fencing, Livestock or Farm Trees claim, We will reduce the amount of the claim by the Excess. The amount of Your Excess is shown on Your Schedule or in the policy.

Your Excess will be increased:

- by \$250 for any claim resulting from impact by animals to Hay and Grain or Fencing
- by \$250 for any claim resulting from impact by vehicles to Livestock
- by \$100 for any claim for damage arising from deliberate or intentional acts or malicious damage, including vandalism.

When We pay a claim for Hay, Grain, Fencing, Livestock and Farm Trees, arising out of the same event, the Excess will only be applied once.

## How we pay a claim for your hay and grain, fencing, livestock and farm trees

When damage or loss occurs to Fencing, We will either:

- replace the Fencing with the nearest equivalent new fencing, or
- repair the Fencing to the condition it was in when new, or
- pay You the cost of replacement or repair or repair.

We decide which one We will do.

We will try to match any material used to repair the Fencing with the original materials. If We cannot, We will use the nearest equivalent available.

We will not pay any costs for replacing undamaged Fencing.

For death of Livestock resulting from a listed event, We will pay You the Market Value of the Livestock at the time of death.

- You must provide, at Your expense, information, veterinary certificates and satisfactory proof as to the cause of death and identity of the animal(s).

When damage or loss occurs to Livestock as a result of a listed event, We will pay the difference between:

- the Market Value immediately prior to the damage or loss, and
- the Market Value immediately after the damage or loss.

When damage or loss occurs to Hay or Grain, We will pay You the Market Value of the Hay or Grain at the time of the damage or loss.

When damage or loss occurs to Farm Trees, We will pay the reasonable costs of:

- removing and clearing the damaged trees, and
- preparing the area for replanting, and
- replacement seedlings for the damaged trees.

### The most we will pay

The most We will pay You for a claim under Section 5 is the sum insured shown on Your Schedule, unless otherwise indicated in this section.

# Section 6

## Business Interruption

### The insurance cover you select

When You take out insurance under this section, You will be covered for the events as shown in this section. This cover has four parts available

- **Part A – Loss of Farm Income**
- **Part B – Farm Continuation Expenses**
- **Part C – Loss of Rent Receivable**
- **Part D – Loss of Agistment Income**

### Words that have a special meaning in this section

In this section there are words that have a special meaning: They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Agistment Income** means the money that You are paid or is payable to You for the agistment of Livestock. This only applies to Livestock which do not belong to You and which are at the Situation.

**Standard Agistment Income** means the actual agistment income You earned during the twelve (12) months prior to the start of the Indemnity Period.

If, at the start of the Indemnity Period, You have completed less than twelve (12) months trading, standard agistment income means the agistment income You earned during the period between the date You started the Business and the date of the destruction, loss or damage.

We may adjust this income as necessary to provide for the trend of the Business and for variations or other circumstances, which would affect the Business, either before or after the date of the destruction, loss or Damage.

**Annual Rent Receivable** means the rent receivable by You during the twelve (12) months immediately before the date of the Damage.

**Annual Revenue** means the Revenue earned by You during the twelve (12) months immediately before the date of the Damage.

**Damage** means physical loss, destruction or damage (occurring during the period of insurance) caused by an event covered under Domestic Buildings and Domestic Contents Section 1, Farm Property Section 2, Farm Machinery insured under Section 3, Farm Machinery and Specified Items insured under Section 4, Hay, Grain Fencing or Livestock insured under Section 5.

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

**Farm Planning Costs** mean costs incurred for the future planning of the use of Pasture and insured Property following an insured loss.

**Indemnity Period** means the period beginning with the date of the occurrence of the Damage during which the results of Your Business are affected by the Damage and ending at the expiration of the maximum period specified in the current Schedule.

**Livestock** in this section means the same as defined in Section 5.

**Pasture** means growing grasses, legumes, and herbage that are used for the purpose of grazing Livestock.

**Property** means Business contents insured under Section 1, Farm Property insured under Section 2, Farm Machinery insured under Section 3, Farm Machinery and Specified Items insured under Section 4, Hay, Grain Fencing or Livestock insured under Section 5.

**Rent Receivable** means the amount of the rent received or receivable (including base rental, turnover rental and contributions to outgoings) from the letting of property at the location.

**Revenue** means the money paid or payable to Your Business for:

- farm produce sold and delivered (after adjustments for opening and closing work in progress and farm produce)
- agisting Livestock that You do not own at the Situation, and
- services rendered in connection with Your Business.

**Standard Rent Receivable** means the Rent Receivable during the period in the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period.

**Standard Revenue** means the Revenue earned within that period during the twelve (12) months immediately before the date of the Damage which corresponds with the Indemnity Period.

**Uninsured Working Expenses** means the working expenses of Your Business which You have elected not to insure under this section, and which are specified in the current Schedule.

### When we will pay

There are four options available in this section:

#### Option A – Loss of farm income

Loss of farm income (Revenue), is the amount by which the Revenue earned during the Indemnity Period falls short of the Standard Revenue as the result of the Damage; and in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Revenue which, but for the additional expenditure, would have taken place during the Indemnity Period as the result of the Damage. However, Our payment in respect of the increase in Your cost of working will not exceed the amount of reduction in Revenue You have avoided, less any amount that has been saved during the Indemnity Period for charges and expenses of Your Business payable out of Revenue that may cease or be reduced as the result of the Damage.

## Option B – Farm continuation expenses

We will pay You the additional expenses necessarily and reasonably incurred by You for the sole purpose of maintaining Your Business at the Situation on the same basis as the twelve (12) months immediately before the Damage including any costs that You reasonably and necessarily incur to feed or agist Livestock belonging to You which were kept at the Situation including any required transport costs.

We will not pay more than the amount of farm income in the twelve (12) months immediately before the claim.

## Option C – Loss of rent

Loss of rent, is the amount that falls short of the Standard Rent Receivable that You would have received, following the Damage; and any additional expenditure necessary for the purpose of avoiding further loss of rent. However, such additional expenditure cannot exceed the amount of the reduction in lost rent.

Cover for loss of rent will end, when Your property or Pasture is able to be rented.

## Option D – Loss of agistment income

We will pay for the loss of Agistment Income if Your Business is interrupted following Damage to Pasture caused by fire, lightning or thunderbolt and which requires the movement of the agisted animals from Your Situation to another property

Your Schedule will indicate which options are covered under Your policy.

## Cover provided for Options A, B, C, & D

In the event of interruption of or interference with Your Business in consequence of Damage during the period of insurance to any:

- a) Property
- b) farm machinery and their attachments insured with Us under the agricultural machinery section of Our farm motor policy
- c) Damage to Pasture caused by fire, lightning or thunderbolt,

We will pay You the amount of the loss resulting from such interruption or interference set out in a) to c) above.

Provided in relation to the above cover that:

- a) the payment is calculated in accordance with 'How we will pay' set out below
- b) Our payment will in no case exceed the sum insured shown in the current Schedule.

## How we will pay

In calculating the settlement under Options A, B and/or C, adjustments will be made to Annual Rent Receivable, Annual Revenue, Standard Rent Receivable and Standard Revenue as may be necessary to provide for the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Damage or which would have affected Your Business had the Damage not occurred, so that the adjusted figures will represent as nearly as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

For Option D, We will pay You the difference between the Standard Agistment Income and the Agistment Income earned during the Indemnity Period.

Where cover under any other section of the policy results in a payment which could be covered under this Business Interruption section, account will be taken of that payment in assessing the loss.

## Exclusions

### Flood

We will not pay for interruption of or interference with Your Business occurring during the period of insurance arising directly or indirectly from or in any way connected with Flood.

## Additional things we will pay

We will pay the following in addition to the sum insured, unless shown otherwise in the policy:

### Customers and suppliers

We will pay for loss of farm income, farm continuation expenses, loss of Rent Receivable or loss of Agistment Income following loss of or damage to any goods or materials or services (other than those services provided by any public utilities) within Australia which are:

- at the premises of Your suppliers or customers, or
- at storage premises neither owned nor operated by You where You store goods or materials

The most We will pay is up to twenty per cent (20%) of the Business interruption sum insured.

### Farm planning costs

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

### Agisted livestock

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

### Loss of rent

If the insured Property or Pasture is destroyed by an insured event and You suffer loss of rent, We will pay Your loss of rent up to \$5,000. We will only pay loss of rent for up to twelve (12) months. We will only do this if:

- the property is farming in nature, and
- a written rental agreement is in place.

Cover for loss of rent will end, when Your property or Pasture is able to be rented.

We will only pay the above provided the sum insured on farm continuation expenses has not been exhausted.

## Solar panels and wind turbines

We will pay You for loss of income following a claim for Damage to solar panels and wind turbines.

We will only do this if the Property is farming in nature. The amount We pay will be based on the average value per kwh that You were paid or credited in the last thirty (30) days prior to the claim. We only pay this benefit if Your solar panels or wind turbines are insured under Specified Farm Improvements and shown on Your Schedule.

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

## Reinstatement of sum insured

Following payment of a claim, You are fully insured again for the amount shown on Your Schedule, provided You pay or agree to pay any additional premium that may be required.

This does not apply when Your claim is for a total loss, as the cover for farming continuation expenses and Agistment Income will end upon payment of Your claim.

## Special conditions that apply to this section only

We will not pay any claims if the Damage occurred after the Business had been dissolved, permanently discontinued, wound up, sold or was in liquidation or receivership.

You must produce any Documents or evidence that We may require for the purpose of investigating or verifying Your claim. This includes Documents which are held by Your regular accountant.

## Amended definitions for new businesses

If Damage occurs at the farm premises before the completion of the first year's trading of Your Business, the defined terms "Standard Revenue", "Annual Revenue", shall instead have the following meanings wherever they appear in this section:

**Standard Revenue** means the Revenue achieved between the date of commencement of Your Business and the date of the Damage, converted to the selected Indemnity Period.

**Annual Revenue** means the actual Revenue achieved during Your first year of operations, from the commencement of Your Business to the date of the Damage, converted to a twelve (12) month equivalent figure.

**Standard Weekly Revenue** means the amount calculated by averaging the weekly revenues obtained during the period from the date of the commencement of Your Business to the date of the Damage.

The above definitions may be used as necessary to calculate the trend of Your Business and for variations in or other circumstances affecting Your Business either before or after the Damage or which would have affected Your Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result which but for the Damage would have been obtained during the relative period after the Damage

**Books of account** means any particulars or details contained in Your books of account or other business books or Documents that may be required by Us for investigating or verifying any claim made under this section must be produced and if required by Us certified by Your auditors. The auditor's certificate will be prima facie evidence of the particulars and details to which the certificate relates. You will provide authority for Your auditors to discuss any matter with Us that We require.

## Paying claims

### Policy excess

For each event giving rise to loss of farm income, farming continuation expenses, loss of rent or Agistment Income claim, We will reduce the amount of the claim by the Excess. The amount of Your Excess is shown on Your Schedule or in the policy.

### The most we will pay

The most We will pay You for a claim under Section 6 is the sum insured shown on Your Schedule, unless otherwise indicated in this section.

# Section 7

## Business Liability

### Introduction

This section forms part of the policy only if it is shown in the Schedule. If so, it must be read together with the general definitions, terms, conditions, exclusions and limitations expressed in the section 'About Your policy' of this policy and the Schedule.

### The insurance cover you select

When You take out insurance under this section, You will be covered for Your legal liability as shown in the policy. This cover will apply up to the amount shown on Your Schedule as the limit of indemnity.

### Words that have a special meaning in this section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

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

- libel, slander or defamation.
- any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or any Fair Trading or similar legislation of any country, state or territory
- any infringement of copyright or passing off of title or slogan
- unfair competition, piracy, idea misappropriation contrary to an implied contract
- invasion of privacy
- arising from any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

**Agricultural Vehicles** means agricultural machinery used in the Business including any trailer or implement attached thereto, but excluding any sedan, station wagon, utility, van or goods carrying Vehicle.

**Aircraft** means any vessel, craft or thing made or intended to fly or move in or throughout the atmosphere or space, other than:

- model aircraft or Drones, and
- unmanned tethered balloons used for advertising purposes.

**Aircraft Landing Area** means any area on or from which Aircraft land, take off, are housed, maintained or operated.

**Approval** means a written approval issued to You by the Queensland Department of Main Roads for the driving of Tracked Cane Harvesting equipment across an Approved Single Crossing Point or within a Permitted Zone.

**Approved Single Crossing Point** means a single crossing point or points approved by the Queensland Department of Main Roads in the Approval.

**Business** means farming, grazing, cropping, harvesting, or other like primary producing activities or other activities declared to Us in writing and accepted by Us and shown on the Schedule including:

- the ownership and occupation of premises by the Insured
- the provision of any sponsorship, charitable donations, or attendance at any charitable event or gala
- canteen, social, sports, welfare, child care services or other activities for the Insured's Employees
- first aid, fire and ambulance services provided by the Insured for the Insured's own internal purposes
- private work undertaken by Employees for any director, partner, officer or executive of the Insured.

**Contract Farming** means any form of farming activity that You carry on for someone else, for Your own financial reward.

**Defence Costs and Expenses** means the reasonable legal costs and expenses:

- solely and exclusively incurred by the Insured with the prior written agreement of CGU (which agreement shall not be unreasonably withheld), to defend a claim under this section of this policy for which the Insured is entitled to indemnity
- of any claimant who has made a claim against the Insured which is a claim under this section of this policy for which the Insured is entitled to indemnity under this policy and the Insured is liable to pay those legal costs and expenses
- defence costs and expenses do not include the Insured's own internal costs including wages, salaries or costs of any Insured.

**Drone** means a remotely piloted aircraft of mass less than one hundred and fifty (150) kilograms excluding any payload.

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

**Employment Practices** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Insured.

**Event** means:

- a single incident
- a series or number of incidents either having the same original cause or attributable to the one source, or
- continuous or repeated exposure to substantially the same general conditions.

**Excess** means the first amount of each claim or series of claims arising out of any one Occurrence for which You are responsible. The Excess applicable to this insurance appears in the Schedule. The Excess applies to all amounts for which We are liable.

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

**Genetically Engineered or Genetically Modified**

**Substance or Organism** 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.

**Geographical Limits** means:

- anywhere in the world except North America
- North America but only with respect to:
  - overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-resident in North America but not where they perform manual work in North America
  - Products exported to North America without Your knowledge.

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

**Incidental Contracts** means:

- a) any written rental agreement or lease of real or personal property other than with respect to any term or condition contained in such rental, lease and/or hiring agreement that requires You to insure such property
- b) any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities
- c) any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings
- d) those contracts designated in the Schedule.

**Loading or Unloading** goods means the single action of transferring the weight of the goods (or of a portion of a consignment of goods) onto or from the Vehicle.

**Named Insured** means:

- the person(s), corporations and/or other organisations specified in the Schedule
- every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive or Employee of the named insured (including the spouse or any Family member of any such person while accompanying such person on any commercial trip or function in connection with the Business), or work experience persons or volunteers while such persons are acting for or on behalf of the named insured and/or within the scope of their duties in such capacities
- every principal in respect of the principal's liability arising out of:
  - the performance by or on behalf of the named insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by this cover section of the policy
  - any Products sold or supplied by the named insured, but only in respect of the named insured's own acts or omissions in connection with such Products and in any event only for such coverage and limits of liability as are provided by this cover section of the policy.

- every person, corporation, organisation, trustee or estate to whom or to which the named insured is obligated by reason of law, (whether written or implied) to provide insurance such as is afforded by this policy, but only to the extent required by such law, and in any event only for such coverage and limits of liability as are provided by this policy

- any director, partner, proprietor, officer or executive of the named insured in respect of private work undertaken by the named insured's Employees for such person and any Employee whilst actually undertaking such work
- the estates, legal representatives, heirs or assigns of:
  - any deceased or insolvent persons, or
  - persons who are unable to manage their own affairs by reason of mental disorder or incapacity, who would otherwise be indemnified by this cover section of the policy,

but only in respect of liability incurred by such persons as described in the two clauses above

- every party including joint venture companies and partnerships to whom the named insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this cover section of the policy; but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by this cover section of the policy.
- all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the named insured incorporated in the Commonwealth of Australia and/or any other organisations under the control of the named insured
- all subsidiary and/or controlled corporations (including subsidiaries thereof) of the named insured and/or any other organisations under the control of the named insured incorporated in the Commonwealth of Australia and which are constituted or acquired by the Insured after the commencement of the Period of Insurance
- every subsidiary and/or controlled corporation and/or other organisation of the named insured which is divested during the Period of Insurance, but only in respect of claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of Occurrences insured against by this policy, which occurred prior to the divestment.
- the named insured
- any Employee superannuation fund or pension scheme managed by or on behalf of the named insured, and the trustees and the directors of the trustee of any such Employee superannuation fund or pension scheme which is not administered by corporate fund managers
- every officer, member, Employee or voluntary helper of the named insured's canteen, social and/or sporting clubs, first aid, medical, ambulance or fire- fighting services, charities, welfare and/or child care facilities, while acting in their respective capacities as such

**North America** means:

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

**Occurrence** means an Event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury, Property Damage or Advertising Injury neither expected nor intended from the standpoint of the Insured.

- All Events of a series consequent on or attributable to one source or original cause are deemed one Occurrence.
- All Advertising Injury arising out of the same injurious material or act (regardless of frequency or repetition thereof, the number and kind of media used or the number of claimants) are deemed one Occurrence

**Permitted Zone** means a zone approved by the Queensland Department of Main Roads in the Approval.

**Period of Insurance** means the period stated in the Schedule. It does not refer to any prior period of insurance if the policy is a renewal of a previous policy or any future period of insurance for any policy the insured may enter into with Us upon renewal. Each period of insurance is treated as separate.

**Personal Injury** means any of the following:

- bodily injury, death, sickness, illness, disability, disease, shock, fright, mental anguish or mental injury, loss of consortium or services resulting therefrom
- false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation
- wrongful entry, eviction or other invasion of right of privacy
- defamation, libel or slander, unless arising out of Advertising Injury
- assault and battery not intentionally committed by or at the direction of the Insured unless so directed for the purpose of preventing or eliminating danger to persons or property.

**Pollutants** mean any solid, liquid, gaseous or thermal irritants or contaminants, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Products** mean anything (after it has ceased to be in the possession or under Your control), which is or is deemed to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold, supplied or distributed by or on behalf of the Insured including any discontinued products, labels packaging or containers, the design specification or formula of any products and including directions and instructions, advice given or omitted to be given in connection with such products.

The term 'product' shall not be deemed to include food and beverages:

- sold or supplied by or on Your behalf from any canteen or vending machine primarily for the use of Your Employees
- served to Employees or guests for consumption on any of Your property or premises.

**Products Liability** means Your legal liability for Personal Injury and/or Damage to Property caused by or arising out of any:

- Products, or
- reliance upon a representation or warranty made at any time with respect to such Products.

**Property** means:

- physical property not in Your possession or control
- premises that You occupy for the purpose of Your Business
- Vehicles in Your possession or control while in a car park:
  - i. owned, occupied, or leased by You
  - ii. not forming part of a building construction or work site, and
  - iii. for the use of which You do not charge a fee.

**Property Damage** means:

- physical loss, destruction of or damage to tangible Property including the loss of use thereof at any time, resulting therefrom and/or
- loss of use of tangible Property which has not been physically lost or destroyed or damaged:

**Tool of Trade** means a Vehicle that has tools, implements, machinery or plant attached to any Vehicle and is being used by the Insured at any worksite or insured premises. Tool of Trade does not include any Vehicle whilst travelling to or from a worksite or Vehicles that are used to carry goods to or from any premises.

**Tracked Cane Harvesting Equipment** means a machine which:

- is independently powered by an internal combustion or electrical engine, and
- cuts sugar cane, separates the cane from the leaves and collects fallen or cut cane, and
- uses metal tracks not wheels for its locomotion.

**Vehicle** means any type of machine on wheels, self laid tracks or skis made or intended to be propelled other than by manual or animal power and any trailer or attachment whilst attached to or used in conjunction with any such machine including Tracked Cane Harvesting Equipment.

**Watercraft** means any vessel, craft or thing designed to float on or in, or travel on, or through water, other than model boats.

## When we will pay

Subject to the terms, exclusions, definitions, endorsements and limitations of this policy, We will indemnify the Insured for all amounts which the Insured is legally liable to pay as compensation in respect of:

- Personal Injury
- Property Damage
- Advertising injury,

happening during the Period of Insurance within the Geographical Limits and arising out of the Business or Your Products and caused by or arising out of an Occurrence

We will also pay the amount you are legally liable to pay for Personal Injury, Damage to Property or Advertising Injury due to an Occurrence in Australia and in connection with Your Business, arising from:

- Your ownership or occupancy of any land, building or structure
- private work carried out for You or by Your Employees
- any of the Products.

We will also pay the amount You are legally liable to pay for Personal Injury, Damage to Property or Advertising Injury due to an Occurrence outside Australia and in connection with Your Business, arising from:

- the performance of work by You or any of Your Employees who are normally resident in Australia other than the performance of any manual work outside Australia
- any of the Products.

We will not pay for any claims brought against You in, or caused by Products exported by You or any other party to, any country on the continent of North America.

## Defence costs and expenses

With respect to the indemnity provided by this section of the policy, We will:

- defend, in Your name and on Your behalf, any claim or suit against You alleging Personal Injury, Property Damage or Advertising Injury and seeking damages on account thereof even if any of the allegations made in any such claim or suit are groundless, false or fraudulent
- pay all charges, expenses and legal costs incurred by Us and/or by You with Our prior written consent:
  - pre-judgment interest awarded against You on that part of the judgment payable by Us
  - in the investigation, defence or settlement of any such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request, or
  - in bringing or defending appeals in connection with such claim or suit:
- pay all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit and all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability.
- pay premiums for:
  - bonds to release attachments for amounts not exceeding the applicable Limit of Liability of this Policy but We will have no obligation to apply for or furnish any such bonds
  - appeal bonds and/or security for costs required in any suite but We shall have no obligation to apply for or furnish any such bonds and/or security for costs
- pay expenses incurred by You for:
  - rendering first aid and/or surgical and/or medical and/or therapeutic relief to others at the time of Personal Injury (other than any medical expenses which We are prevented from paying by law)
  - temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof
  - purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including any such protection

which You are required to provide by any Government, Local Government or other Statutory Authority

- pay all legal costs incurred by You with Our consent for representation of You at any:
  - Coronial inquest or Inquiry
  - proceedings in any court or tribunal relating to liability insured against by this section of the policy
  - Royal Commission or Government enquiry arising out of any alleged breach of statutory duty or similar judicial enquiry into circumstances relating to an Occurrence
  - enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted board, committee, licencing authority or the like

Provided that our liability under the last two bullet points shall not exceed \$250,000 in respect of any one Occurrence.

Any amounts paid by Us as Defence Costs and Expenses and/or supplementary payments incurred, will be in addition to the applicable limit of liability.

However, in respect of any claims or suits originating in any court in North America, the applicable limit of liability will include all amounts paid by Us as Defence Costs and Expenses.

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

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

## Policy limitations

Subject to:

- the 'Claim preparation expenses' provision under 'General Policy Conditions'
- the 'Defence costs and expenses' clause above
- the 'Property in the physical or legal control' clause in this section

For General Liability the limit of indemnity specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence.

For Products Liability the limit of indemnity specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance.

The applicable limit of indemnity will not be reduced by the amount of any Excess payable by You.

## Excess

The Excess shall apply to each Occurrence.

## Additional things we will cover when you have insured for business liability

Where You have insured under this section, We will automatically extend Your policy to include Your legal liability for the following. All the terms and conditions of the policy will apply to these additional benefits unless We indicate otherwise.

### Cross liabilities

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each, provided that nothing in this clause results in the increase of the limit of liability in respect of any Occurrence or Period of Insurance.

### Property in the physical or legal control

We will indemnify You against Your liability for physical damage to or physical destruction of property, livestock or birds that is in Your physical or legal control as though it were Property Damage including:

- any other property temporarily in the Insured's possession for the purpose of being worked upon
- use of any Vehicle or Tracked Cane Harvesting Equipment temporarily in Your physical or legal control for the purpose of parking, storage or loading
- the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or Employees, or the clothing and personal effects of any of Your visitors.

We will pay up to \$100,000 for any one animal.

The most We will pay under this benefit for all liability, for all the parties We are indemnifying, arising during the Period of Insurance, is \$250,000.

### Lease or tenancy agreements

We will pay the amount You are legally liable to pay for Personal Injury or Property Damage, which happens during the Period of Insurance, due to an Occurrence arising from any lease or tenancy agreement that You have entered into for Your occupancy of land, buildings or structures in connection with Your Business.

The most We will pay for any Personal Injury or Property Damage, due to an Occurrence, is the amount shown on Your Schedule as the limit of indemnity.

We will not pay for any liability under this benefit for:

- any liquidated damages or penalties
- any breach or non-performance of covenants or conditions relating to the use, maintenance and upkeep of the land, buildings or structures
- Your obligations to hold insurance over the land, buildings or structures.

### Ramps, motor bypasses, railway crossings

We will pay the amount You are legally liable to pay for Personal Injury or Property Damage, which happens during the Period of Insurance, due to an Occurrence arising from any guarantee given by You, in accordance with any statutory requirement, for any ramp, motor bypass, underpass, railway crossing, irrigation channel or water main.

The most We will pay for any Personal Injury or Property Damage, due to an Occurrence, is the amount shown on Your Schedule as the limit of indemnity.

### Registered agricultural vehicles

We will pay the amount You are legally liable to pay for Property Damage, which happens during the Period of Insurance, due to an Occurrence arising directly or indirectly from Your ownership, physical or legal control, or use by You or on Your behalf, of any Agricultural Vehicles which are registered.

We will not pay if the Occurrence happens more than fifty (50) kilometres from the Situation, unless the Agricultural Vehicles are being serviced or repaired or in direct transit to or from being serviced or repaired.

The most We will pay for any Property Damage, due to an Occurrence, is the amount shown on Your Schedule as the limit of indemnity.

### Queensland tracked cane harvesting equipment

This policy section while not providing compulsory third-party insurance required by the Motor Accident Insurance Act 1994(Qld) (hereinafter 'CTP Insurance') is extended to insure You, the State of Queensland, the Chief Executive of the Queensland Department of Main Roads and his or her servants and agents against Your and their legal liability to pay compensation to the extent possible without providing CTP Insurance for:

- Personal Injury, or
- Property Damage,

directly caused by the driving of Tracked Cane Harvesting Equipment across an Approved Single Crossing Point or within a Permitted Zone in the State of Queensland.

This benefit also insures You against Your legal liability to indemnify the State of Queensland, the Chief Executive of the Queensland Department of Main Roads and his or her servants and agents imposed on You by the terms of the Approval, to the extent this policy can do so without providing CTP Insurance or contravening the Motor Insurance Act 1994(Qld).

You are only entitled to this benefit if the Tracked Cane Harvesting Equipment was driven across an 'Approved Single Crossing Point' or within a 'Permitted Zone' in the State of Queensland:

- pursuant to an Approval which is in force at that time, and
- during the Period of Insurance.

We pay up to the lesser of the sum insured or \$10,000,000 for all claims arising out of any one Occurrence.

In the event of any other section of this policy affording cover in addition to this extra cover, nothing shall be payable under that other section.

This extra cover does not insure any liability for road damage directly caused by the Tracked Cane Harvesting Equipment.

This extra cover is subject to all policy exclusions.

## Use of drones

We will pay the amount You are legally liable to pay for Personal Injury or Property Damage, which happens during the Period of Insurance, in respect of the use of a Drone whilst being used for:

- photography including infra-red and thermal imaging, Normalised Difference Vegetation index photography
- surveying
- bird scaring
- mustering or herding
- locating livestock
- inspecting crops
- carrying of payloads,

provided that:

- the Drone is used in accordance with the Civil Aviation Safety Authority rules in relation to remotely piloted aircraft (RPA's) including Part 101 Amendments, which include but are not limited to:
  - the Drone must be operated during daylight and within the line of sight
  - the Drone is not flown within thirty (30) meters of vehicles, boats or people that are not on the insured's private property
  - the Drone is not flown higher than one hundred and twenty (120) meters or four hundred (400) feet above ground level
  - the Drone is not flown within five and a half (5.5) kilometers of a controlled aerodrome
  - the Drone is not flown over populous areas such as beaches, heavily populated parks, sports ovals or other people's back yard
  - the Drone must not be flown near an area affecting public safety or where emergency operations are underway such as a car crash, police operation, search and rescue or fire fighting operations

We will not pay any amounts You are legally liable to pay for Personal Injury or Property Damage which arise directly or indirectly out of the use of a Drone for crop spraying.

## Additional things you can insure for under business liability

You may extend Your policy to include the following cover. If We have agreed to extend Your policy, this will be shown on Your Schedule and all the terms and conditions of the policy will apply to this benefit unless We indicate otherwise.

### **Aircraft Landing Area** – where a fee is charged.

We will pay the amount You are legally liable to pay for Personal Injury or Property Damage due to an Occurrence, arising out of Your ownership, occupancy or control of any Property or structure at the Situation, which is used as an Aircraft Landing Area, for which a fee is charged.

The most We will pay under this benefit for all claims during any one Period of Insurance is the amount shown on Your Schedule as the limit of indemnity.

**Farm hosting** – the definition of Business is extended to include the provision of leisure activities, accommodation and/or meals to guests of Your farm for which You receive payment.

## Aerial crop spraying – aerial spraying

We will pay the amount You are legally liable to pay for an Occurrence, resulting from the spraying of chemicals, from an Aircraft, used by a contractor on Your behalf.

You must take reasonable precautions to ensure that the chemicals are applied in accordance with the manufacturer's guidelines.

The most We will pay during any one Period of Insurance is:

- limited to \$100,000 if the spraying of chemicals from an Aircraft is done in connection with cotton farming, or
- limited to \$1,000,000 if the spraying of chemicals from an Aircraft is done in connection with farming other than cotton farming.

## When we will not pay

We will not pay claims in respect of the following:

### Advertising injury

Any Advertising Injury arising out of or in any way connected with any:

- statement made by, or at the direction of an Insured where the Insured knew or suspected the statement or any part of the statement was false.
- any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or any Fair Trading or similar legislation of any country, state or territory
- failure to perform any obligation pursuant to any contract. This exclusion does not apply to any claim for unauthorised appropriation of advertising ideas contrary to an implied contract.
- incorrect description of Products, goods or services
- any mistake in the advertised price of Products, goods or services
- failure of Products, goods or services to conform with advertised performance, quality, fitness or durability
- Insured whose Business is advertising, broadcasting, publishing or telecasting.

## Employers liability

Liability:

- caused by or arising out of bodily injury to any worker in respect of which You are or would be entitled to indemnity under any policy of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to Workers Compensation or Accident Compensation whether or not such policy, fund, scheme or self insurance has been effected.

Provided that this policy will respond to the extent that Your liability would not be covered under any such policy, fund, scheme or self-insurance arrangement had You complied with its obligations pursuant to such law.

- imposed by:
  - i. the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement

- ii. any law relating to Employment Practices.
- For the purpose of the two bullet points above:
  - i. the term 'worker' means any person deemed to be employed by You pursuant to any Workers Compensation Law. Voluntary workers, secondees and work experience students (if any) shall not be deemed to be Your Employees
  - ii. the term 'bodily injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

### **Mental anguish to employees**

Liability for mental anguish suffered by any person arising out of, or in the course of, that person's employment by, or service to You.

### **Harassment, libel, slander to employees**

Liability for Personal Injury arising out of the harassment, libel, slander, defamation or humiliation of, or discrimination against, any person while in Your service or while employed by You.

### **Fines and penalties**

Liability for fines or penalties, or punitive, exemplary or aggravated damages.

### **Building and demolition liability**

Liability in connection with:

- the erection, demolition or alteration of or addition to buildings not owned or occupied by You
- the erection, demolition or alteration of or addition to buildings owned or occupied by You where the total cost of the alteration or addition exceeds \$500,000.

### **Faulty workmanship**

Liability to perform, complete or rectify any work undertaken by You or on Your behalf, or to pay the cost of performing, completing or rectifying such work.

### **Contract farming**

Liability arising out of Contract Farming. This will not apply where Contract Farming income does not exceed the lesser of twenty per cent (20%) of Your farming income or \$100,000.

### **Property owned by you**

Damage to Property owned by You

### **Host farm and outdoor activities**

Where You are receiving payment for host farm, outdoor or recreational activities, We will not indemnify You against liability in connection with:

- any activity involving weapons, including firearms
- the riding of horses or any other animal, and rodeos
- riding in or on an animal drawn Vehicle or implement where the person in control of the animal(s) is not the Named Insured or a director of the insured entity
- mountaineering, rock climbing, any abseiling activity, or any activity where people are guided through or directed into underground mines, shafts, caves or caverns

- participation in an activity on, in or under water other than fishing from a jetty, bank or wharf, or swimming in a constructed swimming pool
- canoeing, rafting, water-skiing or use of power craft
- any form of aerial flight or aerial activities
- any activity involving the riding or use of motor cycles, motor tricycle, quad bike, motorised buggy or any Vehicle operating on fixed tracks
- any activity involving the use of any Vehicle which is required by law to be insured for liability for Personal Injury and the Occurrence is, or would be, insured by such insurance
- any activity where the person driving is not the named insured or a director of the insured entity
- operation of any Agricultural Vehicles or equipment
- use of or participation with chemicals.

### **Aircraft landing area**

Liability arising out of Your ownership, occupancy or control of any Property or structure which is used as an Aircraft Landing Area where a fee is charged for the use of the Aircraft Landing Area, unless Your Schedule shows You have taken out cover for Aircraft Landing Areas.

We will not pay for any liability where an Aircraft Landing Area does not conform with any legislation, regulations or codes of practice relating to landing areas.

### **Aircraft, hovercraft, watercraft**

Liability in connection with Your ownership or physical or legal control of, or use by You or on Your behalf of any:

- Aircraft
- Hovercraft
- Watercraft greater than eight metres in length, except while stored on land.

### **Vehicles**

For Personal Injury or Property Damage arising out of the ownership, possession or use by You of:

- a) any Vehicle which is registered or which is required under any legislation to be registered, or
- b) any Vehicle in respect of which compulsory liability insurance or statutory indemnity is required by any legislation (whether or not that insurance is effected), or
- c) Tracked Cane Harvesting Equipment.

However exclusions a), b) and c) shall not apply where:

- that compulsory liability insurance or statutory indemnity does not require indemnity for Personal Injury or Property Damage, and
- the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity for Personal Injury or Property Damage do not involve any breach by You of any legislation relating to Vehicles or Tracked Cane Harvesting Equipment or the Motor Insurance Act 1994 (Qld), or
- the Personal Injury or Property Damage arises as a result of the use of any Vehicle or Tracked Cane Harvesting Equipment (including any tool or plant forming part of or attached to or used in connection with such Vehicle or

Tracked Cane Harvesting Equipment) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any work site, or

- the Personal Injury or Property Damage arises from the delivery or collection of goods or produce to or from any Vehicle or Tracked Cane Harvesting Equipment
- the Personal Injury or Property Damage arises from the Loading or Unloading of any Vehicle or Tracked Cane Harvesting Equipment
- the Personal Injury or Property Damage arises as a result of the use of any Vehicle or Tracked Cane Harvesting Equipment temporarily in Your physical or legal control for the purpose of parking, storage or loading
- any cover under the bullet clauses above is only provided to the extent it does not involve either the provision of CTP Insurance or the provision of cover in contravention the Motor Insurance Act 1994(Qld).

### **Libel or slander**

Liability in connection with the publication or utterance of a libel or slander:

- made before the commencement of the Period of Insurance
- made by You or at Your direction with the knowledge of its falsity
- related to publishing, advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

### **Breach of professional duty**

Liability caused by or arising out of any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to claims for Personal Injury and/or Property Damage:

- arising out of the rendering of or failure to render professional medical advice by medical persons employed by You to provide first aid and other medical services on Your premises
- arising out of advice which is given by You for no fee
- arising out of advice given in respect of the use or storage of Your Products.

### **Product defects**

Any liability arising out of or in any way connected with Property Damage by any Products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

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

### **Aircraft products**

Liability caused by any of the Products manufactured for and installed, or intended to be installed, in an Aircraft.

### **Product recall**

Liability to pay:

- for the cost of recall, withdrawal from sale, inspection, repair or replacement of Your Products
- for the cost of investigation into the cause of any defect
- in connection with the loss of use of Your Products.

### **Contractual liability**

Your legal liability arising from any agreement or contract You enter into. This does not apply if You would have been liable without the agreement or contract. This also does not apply to lease or tenancy agreements or contractual liability for ramps and/or motor bypasses or irrigation channels as set out in this section under, 'Additional things we will cover when you have insured for business liability'.

We will pay for Your legal liability for Personal Injury or Property Damage arising under any other agreement entered into by You, if We have consented in writing to cover You for this agreement, and it is shown on Your Schedule.

### **Pollution**

Your liability:

- in connection with pollution occurring in North America or subject to jurisdiction of North America
- to pay the cost of preventing the discharge, dispersal, release or escape of Pollutants
- for an Occurrence in connection with the discharge, dispersal, release or escape of Pollutants; or the cost of testing, monitoring, containing, removing, cleaning up or neutralizing Pollutants.

This exclusion shall not apply where discharge, dispersal, release or escape of Pollutants:

- is caused by a single accident
- is instantaneous
- is clearly identifiable, and
- is confined to one specific location.

### **Asbestos**

Any liability arising out of or in any way connected with any claim or claims in respect of Personal Injury, Property Damage, Advertising Injury, loss or losses arising directly or indirectly out of, or in any way connected with asbestos in whatever form or quantity.

### **Aerial application**

Liability due to any material or substance being applied to land or anything grown on the land by an Aircraft unless You have selected the 'Aerial crop spraying - aerial spraying' extension and this extension appears on your Schedule.

### **Genetically modified organisms**

Liability in connection with Personal Injury or Property Damage or any loss whatsoever, caused by or arising out of, any genetically modified Product, grown, stored, sold, transported, processed, handled or distributed by You where the Personal Injury, Property Damage or loss has been caused by, contributed to, or has arisen through Your non-compliance with any law, by-law, regulation, licensing condition or recognised standard for the growing, manufacture, handling, transport, storage, processing, sale, supply or distribution of any genetically modified Product.

### **Firearms**

Liability for Personal Injury or Property Damage directly or indirectly caused by or arising out of an activity involving the use of a firearm, unless the Personal Injury or Property Damage is directly caused by Your use of the firearm or by someone You have agreed to pay to use the firearm.

## Paying claims

### Policy excess

For each liability claim, We will reduce the amount of the claim by the Excess. The amount of Your Excess is shown on Your Schedule or in this section.

### How we pay a claim for your business liability

Please refer to 'How to make a claim under Your policy' and 'What You must do when You make a claim' and 'What You must do when You make a claim' in the 'Your policy' section at the front of this policy.

### Special conditions

- You must:
  - take all reasonable precautions to prevent:
    - Personal Injury or Property Damage
    - the manufacture, sale or supply of defective Products.
  - comply with, and ensure that Your Employees, servants and agents comply with, all laws, bylaws, regulations and recognised standards for the safety of persons or Property
  - ensure that only competent Employees use, operate, maintain and service plant and equipment
  - maintain all premises, fittings, plant and equipment in sound condition
  - take immediate action to trace, recall or modify all Products that You know or have reason to suspect to contain a defect or deficiency.
- When You make a claim under this section, We shall have the right to conduct Your defence, to instruct lawyers to provide advice as to Your liability and to represent You.
- We may at any time pay to You the appropriate limit of liability (after deducting from it any amounts already paid) or any lesser amount for which a claim or claims may be settled. In doing so, We relinquish the conduct of, and shall be under no further liability in connection with, such claim or claims except for costs and expenses incurred before We made such payment.
- We may take over and conduct in Your name the defence or settlement of any claim or issue legal proceedings for damages and/or of any claim or legal proceedings for recovery of any amounts paid by Us under this policy. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim.

# Section 8 Machinery Breakdown

## What is insured

The property set out on Your Schedule is insured if it is destroyed, lost or damaged. It is insured only if You own, or are liable for, the property.

## The insurance cover you select

When You take out insurance under this section, You will be covered for Breakdown as shown in this section. This cover will apply to any Electrical Machinery, Electronic Equipment, Mechanical Machinery, specified items and optional extensions shown on Your Schedule at the Situation. We will also cover Electronic Equipment away from Your Situation anywhere in Australia whilst temporarily removed up to ninety (90) consecutive days.

## Words that have a special meaning in this section

In this section there are words that have a special meaning: They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Blanket Cover** means We will pay the repair costs following, the Breakdown of Electrical Machinery, Mechanical Machinery and Electronic Equipment. This does not apply to Electrical Machinery, Electronic Equipment or Mechanical Machinery used only for domestic purposes.

**Boilers, Pressure Equipment and Pressure Pipe Systems** means the permanent structure of those insured items which are subject to internal steam, gas, fluid pressure (other than atmospheric pressure), economiser or superheater and attaching pipe systems including all direct attachments connected to the permanent structure and includes with respect to boilers the rotating, reciprocating or electrical apparatus attached to or contained within them.

**Breakdown** means unforeseen and unexpected physical destruction or damage to the machinery or Electronic Equipment specified on Your Schedule, which needs repair or replacement to allow normal working to continue.

**Collapse** means the sudden distortion, bending or crushing of the permanent structure of Pressure Equipment caused by force of steam, gas or fluid pressure or vacuum, including damage caused by overheating resulting from insufficiency of water.

**Contamination of Milk** means the accidental contamination of milk in the dairy due to:

- contact with cleaning agents or refrigerants used in the dairy
- the introduction of foreign material (other than bacteria) into the milk
- the rise and fall in temperature due to failure of the Dairy Plant insured by this policy

- the failure of the public electricity supply at the terminal point of the supplier's feed to the Situation. This failure must be caused by a Breakdown of the supplier's system and not by a deliberate act of the supplier unless performed for the sole purpose of safeguarding life or protecting a part of the supplier's system.
- non operation of fuses, protective devices or overload devices.

**Dairy Plant** means a bulk milk vat including, but not limited to, all of the associated motors and compressors, milk transport pumps, milking machinery pumps and motors, wash down pumps and motors.

**Deterioration of Farm Produce and Stock in Cold Storage** means loss or damage to stock or farm produce whilst contained in the cold storage spaces, other than milk contained in a refrigerated vat, refrigerated room, refrigerator or freezer, which results from a rise or fall in temperature or contamination by contact with refrigerant gases.

This deterioration must be caused by:

- Breakdown of the Dairy Plant, Electrical Machinery, Electronic Equipment, Mechanical Machinery or Pressure Equipment for which a claim has been admitted under this section or would have been admitted other than for the application of the Excess, or
- non operation of fuses, protective devices or overload devices, or
- a change in the concentration of gases in the refrigerated vat, refrigerated room, refrigerator or freezer, caused by Breakdown, or
- contact with refrigerant gas leaking from the insured machinery, or
- the failure of the public electricity supply at the terminal point of the supplier's feed to the Situation. This failure must be caused by a Breakdown of the supplier's system and not by:
  - a deliberate act of the supplier unless performed for the sole purpose of safeguarding life or protecting a part of the supplier's system
  - scheme of rationing unless caused solely by Breakdown of a part of the supplier's system.

**Electrical Machinery** means electric motors; sealed and semi-sealed refrigeration or air conditioning compressors; solenoid coils and transformer windings; electronic component parts; alternators or generators; switchboards and switchgear; all of which belong to You and are at the Situation.

**Electronic Data** and **Electronic Data Media** means removable media and data including software programs and information installed on or stored on computer hard drives and removable media.

**Electronic Equipment** means computers, Electronic Data processing equipment, all other ancillary equipment attached thereto and other electronic equipment all of which belong to You and are at the Situation.

**Explosion** means sudden and violent rending of the permanent structure of the Pressure Equipment by force of internal steam, gas or fluid pressure (including pressure of ignited fuel gasses) causing displacement of any part of the Pressure Equipment together with forcible ejection of its contents.

**Farm Machinery** in this section means the same as defined in Section 3.

**Farm Produce** means the seed of crops grown or goods produced at the Situation, excluding livestock.

**Mechanical Machinery** means machinery at the Situation, which belongs to You.

This does not include:

- gaming, gambling, amusement or vending machines, audio or visual entertainment equipment
- calculators, photocopiers, typewriters, computers, facsimile, mobile phones, pagers or other office machines
- telephone or closed circuit television installations
- domestic Electrical Machinery or domestic Mechanical Machinery
- Farm Machinery, motor vehicles, Watercraft, aircraft or Hovercraft. This includes anything made or intended to be stored in or mounted upon such Farm Machinery, motor vehicles, watercraft, aircraft or hovercraft.
- Boilers, Pressure Equipment and Pressure Pipe Systems
- machinery below ground level unless specified on Your Schedule
- Electrical Machinery
- Electronic Equipment
- wiring, fittings and outlet sockets of electric lighting or electric power circuits.

**Refrigerated Goods** in this section means goods produced at the Situation and intended for commercial sale or use, and/or goods purchased for commercial use on the insured's property.

This does not include:

- any produce intended for domestic consumption by the insured, insured's family, employees or employee's families
- semen or frozen embryos.

**Time Excess** means the number of operating days specified in the Schedule during which You must bear the loss before We are liable to make a payment.

## When we will pay

We will pay for destruction, loss or damage to the following property shown in the Schedule and while at the Situation:

- The costs of repair following the Breakdown of Electrical Machinery, Electronic Equipment, Mechanical Machinery and Specified Items listed in the Schedule under machinery Breakdown at the Situation and:
  - where working or at rest or being dismantled, moved, reassembled or reinstalled for the purpose of cleaning, adjustment, inspection, repair, overhaul or relocation but only after completion of successful initial commissioning at the Situation. This also includes the cost to dismantle and reassemble.
- Where Blanket Cover has been selected We will pay the repair costs following the Breakdown of Electrical Machinery, Electronic Equipment and Mechanical Machinery. This does not apply to Electrical Machinery, Electronic Equipment or Mechanical Machinery used only for domestic purposes.
- Collapse and/or Explosion of Pressure Equipment.

- Where Electronic Equipment is shown on the Schedule or is taken as part of Blanket Cover We will pay for temporary repairs and hiring of alternative equipment for:
  - cost of dismantling, re-erection, cleaning up and removal of debris
  - charges for overtime and work on public holidays where necessarily and reasonably incurred
  - freight within the Commonwealth of Australia by any recognised scheduled service
  - overseas air freight by any recognised scheduled service and/or overseas labour, and
  - the cost of temporary repairs and/or hire of a temporary replacement item during the time taken to repair damage to any insured item.

Limitation: We will not pay under this additional benefit more than the lesser of fifty per cent (50%) of the amount that We pay to repair or replace each insured item, or \$10,000.

## When we will not pay

We will not pay claims for the following:

### Consequential loss

Consequential financial loss, loss of use, or other indirect loss.

### Liquidated damages

Liquidated damages or penalties for delay or detentions, or in connection with guarantees of performance or efficiency.

### Repair or replacement

Repair or replacement necessitated by:

- wasting or wearing out of parts, caused by or resulting from ordinary use or working or gradual deterioration, corrosion, cavitation, erosion, deposits of scale, sludge or other sediment
- any direct consequences of progressive or continuous influences from working, or atmospheric or chemical action, other than accidental contact with acids or other corrosive substances causing damage which manifests itself within twenty four (24) hours of such accidental contact
- rusting or scratching of painted or polished surfaces
- replacement of expendable items including but not limited to belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, parts made of glass, porcelain or ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media
- replacement of unserviceable component parts worn through normal use
- adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment, unless as a result of insured damage
- replacement of lighting equipment, reticulated electrical wiring, reticulated liquid and gas piping and ducting
- repair of slowly developing deformation, distortion or fatigue of any part
- repair of blisters, laminations, flaws or grooving even when accompanied by leakage

- repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective, worn or leaking
- repairs to shaft keys requiring tightening, fitting or renewal.

## Electrical and mechanical machinery

Electrical Machinery, Electronic Equipment and Mechanical Machinery where:

Loss, destruction or damage is directly or indirectly caused by, or arises from:

- fire including smoke or soot resulting from Explosion (except caused by overheating of boilers)
- any impact from any external source
- lightning or thunderbolt
- spontaneous combustion, fermentation, heating or any process involving the direct application of heat
- aircraft or other aerial devices or articles dropped there from, or sonic boom
- earthquake, subterranean fire, volcanic eruption or tsunami
- storm, tempest, rainwater, wind, hail, water from or action of the sea, tsunami, tidal wave, high water and Flood
- water, liquids, or substances discharged, overflowing or leaking from apparatus, appliances, pipes or other systems unless such apparatus, appliances, pipes or other systems form part of the Farm Machinery, Electronic Equipment and Mechanical Machinery
- riots, civil commotion, strikes or locked out workers, or persons taking part in labour disturbances, or acts of vandalism, or acts of any lawfully constituted authority in connection with the foregoing, cessation of work (whether total or partial)
- Explosion of Pressure Equipment
- chemical Explosion
- attempts by civil authorities to prevent the spread of fire, theft or attempted theft
- unexplained inventory shortages or disappearances
- unloading on delivery to, or loading prior to dispatch from the Situation
- incorrect siting, demolitions ordered by Government or Public or Local Authorities
- erosion, subsidence, or Collapse or any other movement of earth
- testing or commissioning, intentional overloading or experiments
- maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments; or
- faults or defects known to You, or any employee whose knowledge, in law would be deemed to be Yours, and not disclosed to Us at the time this insurance was arranged
- anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant item or any other person, whether under contract or by statute
- any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the property other than for the purpose of lifting the insured Electrical Machinery, Electronic Equipment or Mechanical Machinery

- damaged or faulty doors, lids, catches, latches, locks or any door or lid closing or securing mechanism.

Loss or physical destruction or damage caused to:

- bits, drills, knives, saw blades, heating elements, fuses, electronic valves and tubes, magnetron units, contacts which spark or arc
- dies, moulds, patterns, blocks, stamps or punches
- coating or engraving on cylinders and rolls
- crushing, hammering or grinding surfaces, wear plates, screens, tyres, batteries, burner jets or other parts which by their use and nature suffer a high rate of wear, tear or gradual deterioration
- sieves, seals, jointing and packing materials, filters, ropes, chains, belts, cables (other than electrical conductors) brushes, refractory materials, fire bars, unless as a result of Breakdown
- fuels, chemicals filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts or other operating materials unless as a result of Breakdown
- materials in the course of or undergoing processing
- foundations and masonry – unless as a result of Breakdown
- insured damage to any item being moved, if caused during dual lifting by more than one machine
- below ground turbine pump submersible pump or motor unless such pump or motor is fitted with an effective pressure or fowl cut out switch, which will stop the motor if the normal pumping pressure or fowl is interrupted
- any unattended engine unless such engine is fitted with an effective automatic safety engine monitoring device and such device stops the engine in the event of a lubricating or cooling fault or failure
- drones

The repair or replacement of Pressure Equipment caused by or arising from:

- wasting or wearing away whether by leakage corrosion or by the action of the fuel or otherwise
- slowly developing deformation or distortion
- cracks, fractures, blisters, lamination separation, flaws or grooving which have not penetrated the entire thickness of the material.

### Ordinance compliance costs

We will not pay any increase in the cost of repair or replacement which is necessitated by compliance with any ordinance or law regulating repair, alterations, construction, installation or operation of the insured Electrical Machinery, Electronic Equipment and Mechanical Machinery or Pressure Equipment.

### Pressure equipment

We will not pay claims for loss, destruction or damage to Pressure Equipment:

- where such equipment is operated in an unsafe condition, or
- where such equipment does not comply with Australian Standards, codes and laws, or
- where such equipment has not been inspected in accordance with Australian Standard AS3788, as amended, and any other applicable Australian Standards, codes or laws.

See also 'What all sections of this policy do not cover'.

## Additional things we will pay when you have insured machinery breakdown

### Contamination of milk

Where You have chosen cover for Your Dairy Plant and this is shown in the Schedule, We will pay for the accidental contamination of Your milk due to:

- contact with cleaning agents or refrigerants used in the dairy, or
- the introduction of foreign matter into the milk, or
- the rise and fall in temperature due to the failure of the Dairy Plant insured by this policy, or
- the failure of electricity supply at the terminal point of the suppliers feed to the Situation, provided this failure is caused by a breakdown of the suppliers system and not a deliberate act of the supplier, unless the supplier's deliberate act was carried out for the sole purpose of safeguarding life or protecting a part of the supplier's system.

The amount We will pay under this additional benefit:

- will be calculated on the average value per litre that You were paid over the last five milking days prior to the claim, multiplied by the litres of milk contaminated.

The most We will pay is \$10,000 or the amount shown on Your Schedule.

This additional benefit does not cover any liability You may have to others as result of the contamination of Your milk.

### Engineer's fees

Following a claim under this part for which We have agreed to cover You and where the sum insured on this part is not otherwise exhausted, We will also pay the cost of consulting engineers' fees (excluding fees for preparing a claim) necessarily incurred with Our prior written consent, in the reinstatement of plant and machinery and electronic plant. However where the sum insured is exhausted We will only pay up to \$5,000 in total.

### Electronic data and electronic data media

If the Electronic Data stored on Electronic Equipment insured by this policy is lost or destroyed due to a Breakdown, and a claim for Breakdown is accepted, We will pay the reasonable cost to reinstate the Electronic Data and Electronic Data Media. The Electronic Data and Electronic Data Media will be replaced by new unused materials. Data will be restored or reproduced to a condition that existed prior to the loss. If data is to be restored in a new or updated format; this can be done provided the cost is no greater.

We will not pay for:

- costs and expenses incurred more than twelve (12) months after the Breakdown
- replacement of Electronic Data which is not an authorised copy or for which the insured does not hold a licence.

The most We will pay for Electronic Data loss is \$5,000.

## Reasonable expenses

In respect of each event resulting in a claim that has been admitted under this section for Breakdown of Electrical Machinery, Electronic Equipment, Mechanical Machinery, or Explosion or Collapse of Pressure Equipment, We will pay the reasonable expenses necessarily incurred for:

- temporary repairs. The most We will pay is \$10,000.
- hiring of substitute Electrical Machinery, Electronic Equipment, Mechanical Machinery or Pressure Equipment. The most We will pay is \$10,000.
- overtime. The most We will pay is \$10,000.
- express freight including overseas airfreight. The most We will pay is \$10,000.
- removal of debris. The most We will pay is \$2,000.

We will not pay for:

- expenses for specialist consultants to travel from outside Australia
- airfreight by aircraft specifically chartered for the purpose
- overtime charges which exceed fifty per cent (50%) of the cost of carrying out the repairs at ordinary rates
- Breakdown of machinery, Electronic Equipment, Mechanical Machinery, or Explosion or Collapse of Pressure Equipment, which has been hired or is on loan to You from a third party unless the hired or loaned Electrical Machinery, Electronic Equipment, Mechanical Machinery, or Explosion or Collapse of Pressure Equipment is substituting equipment subject to a claim under this section being repaired or replaced.

## Removal of machinery and equipment

The cost of removal of Electrical Machinery, Electronic Equipment and Mechanical Machinery from a bore hole and subsequent replacement.

This does not apply to submersible pumps that are not specified on the Schedule. The most We will pay is \$5,000 to remove and reinstall specified submersible pumps. We will only do this when the bore is fully lined.

## Additional items

If You hire or purchase and then commission for use at Your Business any items similar to items already insured under this section, We will consider these items to be added to the insurance by this section, giving the same cover as for similar items already insured; but this is subject to:

- cover for additional items not exceeding the total sum insured for the items already insured under this section, and
- Your giving Us written notice within ninety (90) days of the hire or purchase and commissioning for use of the item(s) and pay to Us the reasonable extra premium on a pro rata basis together with any applicable statutory charges, and
- the items are as far as You are aware, suitable for service, free from material defect and in sound working condition, and
- the items shall not be insured until successfully commissioned for use and all relevant statutory provisions for inspection and certification have been fulfilled, and
- the limits and Excess as shown on the Schedule shall be the same as for similar items already insured.

## Inflation protection

The sum insured on items of plant and machinery and electronic plant shall be increased by the percentage rise in the consumer price index (CPI) for the period starting from the commencement of the policy to the date of loss. When this period is for part of a year, the applicable CPI rise shall be calculated on a pro-rata basis.

## Additional things you can insure for under machinery and electrical breakdown

### Deterioration of farm produce in cold storage

If You have selected Deterioration of Farm Produce and Stock in Cold Storage, We will indemnify You up to the sum insured specified on the Schedule for loss or damage to stock or farm Produce whilst contained in the cold storage spaces cooled by the insured items and caused by deterioration or putrefaction as a result of:

- Breakdown of the Dairy Plant, Electrical Machinery, Electronic Equipment, Mechanical Machinery or Pressure Equipment for which a claim has been admitted under this section or would have been admitted other than for the application of the Excess, or
- contamination of the stored stock or farm produce by the accidental escape of refrigerant into the cold chamber occurring during the period of insurance
- sudden leakage of refrigerant from the refrigeration machinery or pipe systems forming part of the refrigeration machinery occurring during the period of insurance at the Situation, or
- a sudden and unforeseen failure of the public power supply occurring during the period of insurance.

If deterioration occurs or is likely to occur to such stock or Farm Produce by any of the above clauses, We will pay any reasonable expenses incurred by You to prevent or minimise the loss of stock or Farm Produce.

We will pay the cost of replacement of the lost or damaged stock or Farm Produce immediately prior to the loss or damage occurring or the cost of sourcing the stock or Farm Produce at the most competitive price whichever is less.

We will not pay more than the sum insured stated in the Schedule reduced by the amount of the Excess shown in the Schedule.

See also "what all sections of this policy do not cover"

## How we pay a claim for breakdown

In the event of a claim for Breakdown of Electrical Machinery, or Mechanical Machinery,

- We will at Our option, repair or replace the damaged items or pay the monetary equivalent of such repair or replacement
- if it is necessary to replace parts which are unavailable or obsolete, We will not pay any more than the cost of similar parts for similar type of Electrical Machinery, Mechanical Machinery and Pressure Equipment currently available. If similar parts are found to be unobtainable, We will not pay

more than the manufacturer's or supplier's most recent list price. The amount payable will include the cost of transport, labour and the onsite cost of parts and:

- We shall not be required to replace an insured item to exactly the same conditions as before it was damaged, but only to as close to that condition as circumstances permit.
- the value of any salvage will be subtracted from any amount payable
- replacement of refrigerant, lubricating or insulating oil lost from an Insured Item as a direct result of insured damage
- cost of dismantling, re-erection, cleaning up and removal of debris the most We will pay is \$2,000
- charges for overtime and work on public holidays where necessarily and reasonably incurred the most We will pay is \$10,000.

In the event of a claim for Breakdown of Electronic Equipment, We:

- will at Our option, repair or replace it with similar equipment, to a condition equal to but not better or more extensive than its condition when new (We will repair it unless it is uneconomic to do so)
- are not bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner
- will not apply depreciation on parts other than valves, tubes (including picture tubes), light sources and belts. For these parts, We will deduct an amount equal to the used life of the component as recommended by the manufacturer.

### Explosion or collapse of pressure equipment

We will, at Our option, repair or replace the damaged items or pay the monetary equivalent of such repair or replacement as follows:

- in the case of repairable damage, We will pay the cost of repairs necessary to restore the Pressure Equipment to its condition immediately before the Explosion or Collapse
- where the Pressure Equipment cannot be repaired at a cost less than the value of a new equivalent unit We will pay the cost of installing and commissioning replacement Pressure Equipment of equivalent quality and size. If the Pressure Equipment is replaced with one that is of a better kind, quality or size, We will pay the cost that would have been incurred if an exact replacement had been installed.
- if the repair or replacement is not effected within twelve (12) months of the Explosion or Collapse, We will only pay the market value of the Pressure Equipment immediately prior to the Explosion or Collapse.

The amount payable will include the costs of transport, labour and the onsite cost of parts. We will not be responsible for the costs of any alterations, improvements, maintenance or overhauls carried out during the repair or replacement.

### Policy excess

In respect of each event giving rise to a claim under this section, We will deduct the Excess and the value of any salvage obtained following repair or replacement. The Excess will only be taken off once. The amount of Your Excess is shown on Your Schedule or in the policy.

## Section 9 Personal Income

### Who is insured

The person or persons shown on Your Schedule is/are covered for Accidental Injury, illness, or Accidental death.

### The insurance cover you select

When You take out insurance under this section, You have a choice of personal Accident or personal Accident and illness cover. We will show the cover You have selected and We have agreed to, on Your Schedule.

If You select personal Accident only, You will be covered for Events A1 to A23, as shown in the 'table of cover' in this section.

If You select personal Accident and illness, You will be covered for Events A1 to A23 and Events B1 to B3 in the 'table of cover' in this section. The cover You have selected will apply to the Insured Person(s) shown on Your Schedule.

### Words that have a special meaning in this section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Accident** and **Accidental** means a sudden, external, violent, visible, unusual and specific Event which occurs fortuitously and is unforeseen or unintended by the Insured Person and which occurs at an identifiable time and place.

**Benefit(s)** means the amount calculated by multiplying the percentage shown in column 2 – The benefit, set out in the 'table of cover' in this section, by the amount shown on Your Schedule.

**Congenital Condition** means a disease, abnormality, trait, state, disorder or detriment which is present at or before or shortly after the birth of the Insured Persons.

**Events** mean the events set out in the 'table of cover' in this section.

**Insanity** means being in an unsound state of mind amounting to a serious mental illness which prevents the person affected from managing his or her own affairs, such that a legal guardian has to be appointed for them.

**Injury** means a bodily injury caused solely by an Accident and which occurs independently of any other cause or conditions where both the Accident and the bodily injury occur during the scope of cover and during the Period of Insurance.

**Insured Person** means the person or persons shown on Your Schedule for Section 9.

**Limb** means the entire limb between the hip and the ankle or between the shoulder and the wrist.

**Medical Practitioner** means qualified medical doctor (general practitioner or specialist) who is registered with and licensed to practise medicine in the place where he or she is practising. The medical practitioner cannot be a relative, partner, business partner or spouse of the Insured Person or policy owner.

**Occupation** means any trade, Business, profession or employment directly related to farming.

**Period of Insurance** means the period stated in the Schedule. It does not refer to any prior period of insurance if the policy is a renewal of a previous policy or any future period of insurance for any policy the insured may enter into with Us upon renewal. Each period of insurance is treated as separate.

**Permanent** means lasting twelve (12) consecutive calendar months and is certified by a Medical Practitioner at the expiry of that period as being beyond hope of improvement.

**Pre Existing Condition** means any Sickness, illness, disease, injury, disability or other mental or physical condition, including any symptoms or side effects of these arising prior to the commencement of the Period of Insurance:

- a) of which the Insured Person is aware or a reasonable person in the circumstances would be expected to have been aware, or
- b) for which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication, or
- c) is a Congenital Condition.

**Quadriplegia** means Permanent, total and entire paralysis of both arms and both legs.

**Sickness** means a sickness, illness or disease that is not an Injury, a Pre Existing Condition, a degenerative condition or Congenital Condition and which must:

- occur solely, directly and independently of any other cause and condition, including, but not limited to any bodily injury, other Sickness, illness, disease or condition, and
- first occurs or manifests itself during the scope of cover and the Period of Insurance, and
- be continuous for a period of not less than seven days from the date the Insured Person first sought treatment from a Medical Practitioner in respect of that sickness, illness or disease.

Sickness is not an Injury, Congenital Condition or degenerative condition.

**Total and Permanent Loss** means the Insured Person is wholly and continuously prevented from engaging in their usual Occupation, profession, business or employment or any other Occupation, profession, business or employment for which they are reasonably qualified by experience, education or training and they are under the regular care of, and acting in accordance with, the instructions or professional advice of a Medical Practitioner.

- You must tell Us in writing before each renewal of this policy if the Insured Person has been affected by any injury, illness, disease, or physical or mental abnormality.
- You must make sure that the Insured Person as soon as possible after he or she suffers any Injury or contracts any illness or disease, obtains, seeks and follows medical advice from a Medical Practitioner.
- We will only continue to pay a claim if the Insured Person is under continuous care of a Medical Practitioner and is compliant with the prescribed medical treatment.

## Special conditions that apply to this section only

- You must tell Us in writing as soon as possible if there is any change in the Occupation, duties, work-related activities or pastimes of the Insured Person during the period of insurance which could affect the risk of Injury, Accident, illness or disease. We may decide to discontinue cover or to apply an additional premium.
- You must tell Us in writing before each renewal of this policy if the Insured Person has been affected by any Injury, illness, disease, or physical or mental abnormality
- You must make sure that the Insured Person as soon as possible after he or she suffers any Injury or contracts any illness or disease, obtains, seeks and follows medical advice from a Medical Practitioner
- We will only continue to pay a claim if the Insured Person is under continuous care of a Medical Practitioner and is compliant with the prescribed medical treatment.

## Additional things we will pay for when you have insured for personal income

### Funeral expenses

If We agree to pay for a claim for Benefit A1 Death as a result of Accident, We will also pay to the estate of the Insured Person the costs reasonable and necessarily incurred for funeral or cremation expenses, including the costs of returning the remains of the Insured Person to their normal place of residence to an amount not exceeding \$5,000 in total.

### Totally disabled spouse

If the spouse of the Insured Person suffers an Injury that prevents them from totally carrying out their normal duties, We will pay up to twenty five per cent (25%) of the weekly benefit for the period that the spouse is so disabled, up to a maximum of \$2,000.

We will not pay any amount if the spouse is in receipt of a Benefit under this section or the equivalent under any similar insurance policy.

### Accommodation costs

We will pay the reasonable transportation and accommodation costs within Australia for two nominated family members to be with the Insured Person if that Insured Person is hospitalised due to an Injury or Sickness as covered by this policy.

Limitation: We will not pay more than \$2,500 for any one claim.

We will not pay for more than fourteen (14) days accommodation.

## Modification to your motor vehicle or domestic farm buildings

If We have paid or agreed to pay the Insured Person for the cover You have selected as shown on Your Schedule, and You are:

- totally and Permanently unable to engage in or attend to a profession, business or Occupation, or
- suffering Permanent and incurable Quadriplegia, paraplegia or paralysis of all Limbs,

We will pay up to \$15,000 towards the reasonable costs You incur to modify the motor vehicle You usually drive or Your domestic farm buildings in which You permanently reside, to accommodate Your physical condition resulting from the Accident or illness. We only pay this additional cover if We have approved the cost before You incur it.

## Rehabilitation of insured person

If the Insured Person is:

- disabled by an Injury for more than one hundred and twenty (120) days, and
- there are reasonable prospects the person will resume their usual Occupation,

We will pay a rehabilitation program provider for a program approved by Us and undertaken by the Insured Person, up to twenty five per cent (25%) of the weekly Benefit for the cover selected up to a maximum period of twenty six (26) weeks.

## Exposure

If by reason of an Injury occurring during the Period of Insurance and scope of cover the Insured Person is exposed to the elements and as a result of such exposure, suffers a condition for which Benefits are payable as set out in the table of cover, such condition will be treated as though it were caused by an Injury for the purpose of this policy.

## Disappearance

If during the Period of Insurance, a conveyance on which the Insured Person is travelling, sinks or is wrecked and the Insured Person's body has not been found within twelve (12) consecutive calendar months after the date of that disappearance, sinking or wrecking, We will presume that the Insured Person has died as a result of Injury at that time and the Death Benefit A1 will be payable accordingly. This extra cover will not apply if there is any evidence indicative of the Insured Person's survival. Any payment for Capital Benefit A1 as a result of this clause is subject to receipt of a signed undertaking by the legal representative of the estate of the Insured Person who has disappeared that any such compensation shall be refunded if it is later demonstrated that the Insured Person did not die as a result of an Injury.

## When we will not pay

We will not pay claims for any Events, which are caused by, or made more serious as a consequence of:

### Self-inflicted injury

Intentional self-inflicted Injury or Sickness, self harm, suicide or attempt at suicide.

### Alcohol or drugs

The Insured Person being under the influence of or addiction to drugs or alcohol including Sickness caused by the long-term effects of drug or alcohol abuse (other than drugs prescribed by a Medical Practitioner which are being taken as directed).

### Aerial activity

The Insured Person taking part in aerial activities. This does not apply to a fare-paying passenger on a regular public transport commercial, or chartered, flight in an aircraft, the operation of which is regulated by statutory provisions controlling the carriage of passengers. Some aerial activities that are not covered in any circumstances are the Insured Person being a pilot or member of the crew of any aircraft; or being in, on, or suspended from (even as a fare-paying passenger) a balloon, airship, gyrocopter, gyroplane, gyro glider, parasail, parachute, weight-shift controlled aeroplane, hang glider, ultra light aircraft, super light aircraft, micro light aircraft or minimum aircraft (whether or not fitted with an engine).

### Pregnancy, childbirth

Any condition attributable to pregnancy, childbirth or miscarriage or complications of these unless the Insured Person is continuously confined to bed on advice from a duly qualified Medical Practitioner and the term of the pregnancy has not exceeded twenty six (26) weeks at the time that the temporary total disablement or temporary partial disablement commence.

### Cosmetic surgery

Elective cosmetic surgery or recovery following elective cosmetic surgery.

### Asbestos

Death or Injury arising from asbestos or asbestos related injuries.

### Hernia

Hernia, except where the Schedule shows You have cover for Event B1.

### Sexually transmitted disease

Any sexually transmitted or transmissible disease.

### Psychiatric or psychological disorder

Any psychiatric or psychological disorder, stress, stress-related disorders, including, but not limited to depression, anxiety, vertigo, physical fatigue or any associated disorders whether or not as result of an Injury (excluding Permanent and incurable Insanity to the extent of causing legal incapacity as a result of Injury) or Sickness.

## Sporting activity

The Insured Person taking part in a sporting activity for which he/she receives a fee or reward exceeding \$1000 per year in value.

Football – any Injury resulting from training or playing any code of amateur football.

This does not apply if You have insured for sporting activities and We have agreed to this cover. We will show this on Your Schedule if cover has been granted.

## Pre-existing illness

Any illness or disease that existed before this cover commenced. This only applies when You first take out this section and does not apply to subsequent renewals.

## Illness qualifying period

Any illness or disease that the Insured Person contracted within fourteen (14) days after this cover commenced. This only applies when You first take out this section and does not apply to subsequent renewals.

## Workers compensation

Any liability including but not limited to, employers' liability or workers' compensation or occupational disease

## Accidental death

Death resulting otherwise than from Accidental means

## Radiation

Ionising radiation or contamination by radioactivity from any form of nuclear fuel or nuclear waste; or

## Health Insurance or compensation

Any Benefit that, if the Benefit were paid, that payment would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act, 1973 (Cth) or any similar legislation:

- or for any Benefit the Insured Person has agreed not to seek compensation for from another person or organisation that are or may be liable to compensate the Insured Person for any loss that is covered by the policy.

## War, hostilities

War (whether war is declared or not), hostilities, nuclear, chemical, biological terrorism, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war, or:

- mutiny, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

## Pre-existing injury

Any Accidental injury that happened before this cover commenced. This only applies when You first take out this section and does not apply to subsequent renewals.

## Riots and civil commotion

The Insured Person taking part in a riot or in civil commotion, or an illegal or criminal act.

## Act of terrorism

Any act of terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the loss; or any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

See also 'What all sections of this policy do not cover'.

## Paying claims

### Policy excess

For each personal Accident and/or illness claim for weekly Benefits, We will reduce the amount of the claim by the Excess. The amount of Your Excess is shown on Your Schedule or in the policy. When We pay a claim for personal Accident and/or illness, the Excess will only be taken off once.

### How we pay a claim for personal accident and/or illness

- If any of the Events, as shown in column 1 – The Events in the 'table of cover' in this section happens to the Insured Person during the Period of Insurance shown on Your Schedule, We will pay You the Benefit set out next to that Event. The Schedule shows which of the Events are covered and the amount. You should refer to 'How to make a claim' when You make a claim under this section.
- We will only pay Benefits for Events A1 to A23 that result solely and directly from an Injury suffered by the Insured Person in an identifiable Accident, which occurred not more than one year before the Event.
- We will only pay Benefits for Events B1 to B3 that result solely and directly from an illness or disease.
- We will only pay Benefits for Events A19 or B2, when the condition, for which You are claiming, has continued for at least one year.
- For Events A20, A21 or B1, We will increase the Benefits in line with any increase during the Period of Insurance in the Consumer Price Index (all groups), commonly called the CPI, for payments made after the updated CPI is issued.

### We will only pay benefits for:

- 104 weeks in total for Events A19 and A20, which result from any one Injury or
- 104 weeks in total for Event B1, which results from any one illness or disease. If the Insured Person returns to the usual duties of his/her usual Occupation and then suffers an aggravation or relapse of the original Injury, illness or disease, We will treat this aggravation or relapse as a continuation of the original claim and not as a new claim. The time in between, when the Insured Person returned to his or her usual duties, will not count toward the limit of 104 weeks. We will only pay Benefits for one of Events A20 or A21 or B1 for the same period of time.

- If You have made a claim for any of Events A1 to A18, the most We will pay for Event A19, as a result of the same Injury, is the amount, if any, by which the Benefit for Event A19 is more than the amount already claimed.
- If more than one of Events A1 to A18 happens to the Insured Person during the Period of Insurance, We will only pay for the Event which has the greatest Benefit. The most We will pay is one hundred per cent (100%) of the capital Benefit specified for Events A1 to A18 shown on Your Schedule.

### **The most we will pay**

The most We will pay You for a claim under Section 9 of this Policy, is the amount shown in column 2 – 'The Benefit', in the 'Table of Cover' later in this section. These are applied to the sum insured shown on Your Schedule, unless indicated otherwise in this section.

## Table of cover

The Events		The Benefit
A1.	Death.	one hundred per cent (100%) of the Capital Benefit
A2.	Total and irrecoverable loss of all sight in both eyes.	one hundred per cent (100%) of the Capital Benefit
A3	Total and Permanent Loss of all hearing both ears	one hundred per cent (100%) of Capital Benefit
A4.	Total and Permanent Loss of the use of both hands.	one hundred per cent (100%) of the Capital Benefit
A5.	Total and Permanent Loss of the use of both feet.	one hundred per cent (100%) of the Capital Benefit
A6	Permanent and incurable insanity to the extent of causing legal incapacity.	one hundred per cent (100%) of the Capital Benefit
A7	Total and Permanent Loss of the use of one arm or the greater part of one arm.	eighty per cent (80%) of the Capital Benefit
A8	Total and Permanent Loss of the use of one leg.	seventy five per cent (75%) of the Capital Benefit
A9	Total and irrecoverable loss of all sight in one eye together with irrecoverable loss of at least 50% of the sight in the other eye.	seventy five per cent (75%) of the Capital Benefit
A10	Total and Permanent Loss of the use of one hand, or four fingers and the thumb of one hand, or the lower part of one arm.	seventy per cent (70%) of the Capital Benefit
A11.	Total and Permanent Loss of the use of one foot or the lower part of one leg.	sixty per cent (60%) of the Capital Benefit
A12.	Total and Permanent Loss of hearing in one ear.	fifty per cent (50%) of the Capital Benefit
A13.	Total and irrecoverable loss of all sight in one of two eyes.	fifty per cent (50%) of the Capital Benefit
A14.	Burns or disfigurement of more than 50% of the body.	twenty per cent (20%) of the Capital Benefit
A15.	Total and Permanent Loss of the use of either phalanx of either thumb. Both joints One joint	thirty per cent (30%) of the Capital Benefit fifteen per cent (15%) of the Capital Benefit
A16.	Total and Permanent Loss of the use of fingers of either hand. 3 Joints Two joints One joint Total and Permanent Loss of use of four fingers and one thumb of either hand Total and Permanent Loss of use of four fingers of either hand	ten per cent (10%) eight per cent (8%) five per cent (5%) seventy per cent (70%) forty per cent (40%)
A17.	Total and Permanent Loss of the use of toes of either foot. All one foot Big toe, both joints Big toe, one joint Other than big toe – each toe	fifteen per cent (15%) all one foot fifteen per cent (15%) six per cent (6%) three per cent (3%) one per cent (1%)
A18	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth. The maximum amount payable per tooth is \$500.	one per cent (1%) per tooth
A19	The Insured Person becoming totally and Permanently incapable of carrying out any Occupation at all. There must be no duties and no Occupation whatsoever that the Insured Person is capable of carrying out.	one hundred per cent (100%) of the Capital Benefit
A20	The Insured Person becoming totally incapable of carrying out all of the usual duties of his or her usual Occupation. There must be no usual duties that the Insured Person is capable of carrying out.	one hundred per cent (100%) of the Weekly Benefit
A21	The Insured Person becoming totally incapable of carrying out some of the usual duties of his or her usual Occupation.	twenty five per cent (25%) of the Weekly Benefit
A22	Temporary total disablement caused directly and solely by Injury.	During such disablement, the Insured Person's Weekly Benefit or the amount calculated on the basis of the percentage of earnings as specified in the Schedule, whichever is the lesser and commencing from the first treatment by a Medical Practitioner.
A23	Temporary partial disablement caused directly and solely by Injury.	During such disablement, an amount up to twenty five per cent (25%) of the temporary total disablement weekly Injury Benefit payable under Weekly Benefit Event 22.

<b>B1.</b>	The Insured Person becoming totally incapable of carrying out all of the usual duties of his or her usual Occupation for a period of seven (7) days or more. There must be no usual duties that the Insured Person is capable of carrying out.	one hundred per cent (100%) of the Weekly Benefit
<b>B2.</b>	The Insured Person becoming totally and incurably blind, or completely and permanently paralysed in any two Limbs.	one hundred per cent (100%) of the Capital Benefit
<b>B3</b>	Temporary total disablement caused directly and solely by Sickness	During such disablement, the Insured Person's Weekly Benefit or the amount as calculated on the basis of the percentage of earnings as specified in the Schedule, whichever is the lesser and commencing from the first treatment by a Medical Practitioner.

# Section 10

## Road Transit

### What is insured

The property set out on Your Schedule is insured if it is destroyed, lost or damaged. It is insured only if You own, or are liable for, the property.

### The insurance cover you select

When You take out Your insurance under this section, You will be covered for the listed events shown in this section. These are shown under the heading 'Cover – Listed Events'. This cover will apply to any Livestock, Farm Produce, General Farm Goods and Farm Machinery for which an insured amount is shown on Your Schedule.

### Words that have a special meaning in this section

In this section there are words that have a special meaning. They are listed below. Where these words are used in this section, they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Conveying Vehicle** means a registered vehicle or a vehicle that is not required, by law, to be registered, including any attached trailer.

**Dangerous Goods** mean substances and items classified as dangerous goods under the Australian Dangerous Goods Code (ADG7).

**Farm Machinery** has the same meaning in this section as defined in Section 3.

**Farm Produce** has the same meaning in this section as defined in Section 8.

**General Farm Goods** means all goods owned by You or in Your care, custody or control and intended for use in the Business. This does not include motor vehicles, domestic farm contents, Livestock, Farm Machinery and/or Farm Produce.

**Livestock** in this section means any type of farm animal owned by You or in Your control.

**Loading** means the action of moving the General Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle from the ground or adjacent loading dock and is completed when the General Farm Goods or Livestock is positioned onto the Conveying Vehicle.

**Transport in Bulk of Dangerous Goods** means the transport of Dangerous Goods in the form of:

- a gas in a container with a capacity exceeding five hundred (500) litres, or
- a liquid or a paste in a container with a capacity exceeding two hundred and fifty (250) litres, or
- a solid, in an undivided quantity and exceeding four hundred (400) kilograms, that is in a container.

**Transit** means the time during the period of insurance which:

- a) commences when General Farm Goods or Livestock begins Loading onto or into the Conveying Vehicle
- b) continues through the ordinary course of transit, and
- c) ends when the General Farm Goods or Livestock is Unloading at the destination.

**Unloading** means the action of moving the General Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle and is completed once the General Farm Goods or Livestock is positioned on the ground or adjacent loading dock.

### When we will pay

We will pay for destruction, loss or damage to Livestock, Farm Produce, General Farm Goods and Farm Machinery caused by the listed events below.

We will only pay for destruction, loss or damage, while they are being loaded onto, transferred by road or while being unloaded at the destination, from the Conveying Vehicle. This only applies if, at all times, the Conveying Vehicle is in Your care, custody or control.

There must be destruction, loss or damage from one of these listed events to the Livestock, Farm Produce, General Farm Goods or Farm Machinery for You to make a claim.

### Cover

#### Listed events

- fire, hail, explosion or lightning
- Flood
- collision or contact of the Conveying Vehicle with any other vehicle or object other than road, gutter or similar surrounding surfaces
- overturning of the Conveying Vehicle
- theft following violent and forcible entry to the Conveying Vehicle.

#### How we will pay a claim

##### General farm goods

If General Farm Goods are lost, destroyed or stolen We will at our option either:

- reinstate or repair the General Farm Goods to the condition they were in just before the damage occurred, or
- pay You the cost of reinstating or repairing the General Farm Goods to the condition they were in just before the damage occurred, or
- pay You the value of the General Farm Goods just before the damage occurred.

## Livestock

- If Livestock is lost, destroyed (including slaughter for humane reasons) or stolen, We will pay the market value of the Livestock at the time it was lost, destroyed or stolen.
- If Livestock is injured, We will pay what We would have paid if the Livestock had died, less the residual value of the Livestock at the time the Livestock was first injured.
- If an animal is specified on the Schedule, We will pay up to the sum insured that is shown on that Schedule for that animal.

We will not pay more than the sum insured shown on the Schedule for General Farm Goods and Livestock for all claims arising from one event or series of events resulting from a single original cause.

## Additional things we will pay for when you have insured for road transit

### Cost of hiring replacement equipment

We will pay following an insured claim under this section, the reasonable costs of hiring replacement General Farm Goods and/or Farm Machinery.

The most We will pay is:

- a) until the sum insured is exhausted, or
- b) \$2,000,

whichever is the greater.

### Loading and unloading

We will pay for loss or damage to Livestock, General Farm Goods and Farm Machinery as insured by You, during the Loading and/or Unloading of the Conveying Vehicle.

### Incidental storage

If incidental storage of insured property is required during transit We will pay for loss or damage by a listed event subject to a maximum of \$2,500 in any one period of insurance.

### Removal of debris

We will pay the cost of removal of debris including death of Livestock following a claim under this section. We will pay You the reasonable cost You incur to remove debris or dispose of the carcasses of the Livestock. The most We will pay is \$5,000 in addition to the sum insured under this section.

### Goods not in your control

We will pay, for destruction, loss or damage, due to a listed event in this section to Livestock, General Farm Goods and Farm Machinery, which are owned by You, but are not in Your control. This does not apply whilst they are being loaded onto, transferred by road or while being unloaded at the destination from the Conveying Vehicle by professional carriers.

## Temporary agistment

We will pay following an insured claim under this section, the reasonable cost You incur to herd or temporarily agist Livestock to prevent them from straying.

The most We will pay is \$5,000 in addition to the sum insured under this section.

## On forwarding and transfer

The reasonable costs incurred for transferring, storing and/or forwarding General Farm Goods or Livestock to a suitable place, but We will not pay more than \$10,000 for any one claim.

## Humane destruction, carcass disposal and veterinary supplies

We will pay for the costs incurred to slaughter for humane reasons Livestock injured as a result of a listed event covered under this section.

The most We will pay is \$5,000 in addition to the sum insured under this section.

## Veterinary costs

We will pay for veterinary services administered to prevent the death of Livestock or for treatment where the death of Livestock still occurred.

The most We will pay is \$1,000 in addition to the sum insured under this section.

## Automatic reinstatement of sum insured

This benefit applies to the sum insured under this section as shown on Your Schedule.

Following payment of a claim other than a claim for total loss, the sums insured will be reinstated, unless:

- You request otherwise, or
- We tell You otherwise.

## When we will not pay

We will not pay claims for destruction, loss or damage:

- occurring outside Australia
- for Livestock, Farm Produce, General Farm Goods and Farm Machinery, which are, being transported by You for fee, hire or reward
- due to theft from a Conveying Vehicle, which is not securely locked, there must be visible evidence of forcible entry into the Conveying Vehicle or the premises in which the vehicle is housed
- if the Conveying Vehicle was not registered or did not have compulsory third-party (CTP) insurance when the law requires it to be so registered or insured; or
- where You or any other person driving the Conveying Vehicle at the time of destruction, loss or damage:
  - was under the influence of alcohol or drugs
  - had a blood alcohol level higher than the level allowed by law, in the state the vehicle was driven at the time of destruction or damage
  - refused a test to determine the level of alcohol or drugs in the blood
  - deliberately caused the accident to happen.

- Where the Conveying Vehicle at the time of destruction, loss or damage, was being used:
  - to convey, lift or tow a load in excess of that for which it was designed
  - in an unsafe or unroadworthy condition
  - for the conveyance of passengers for fare, hire or reward
  - for Transport in Bulk of Dangerous Goods including but not limited to, explosives, organic peroxides, gases, flammable liquids, flammable solids, oxidising agents, poisonous or infectious substances, corrosives or radioactive substances.

We will pay for claims where the Conveying Vehicle has a maker's specified carrying capacity, not exceeding two tonne.

This will only apply where the method of transportation of any of the above Dangerous Goods and the quantity of these goods, complies with the Australian Code for the Transport of Dangerous Goods by road and rail and any other state or federal legislation.

See also 'What all sections of this policy do not cover'.

## Paying claims

No benefit may be claimed from the cover provided under this section by the carrier, or any other bailee of the General Farm Goods or Livestock.

### Policy excess

For each event giving rise to a road Transit claim, We will reduce the amount We pay You by the Excess. The amount of Your Excess is shown on Your Schedule or in the policy.

When We pay a claim for road Transit, the Excess will only be applied once.

### How we pay a claim for road transit

When destruction, loss or damage occurs to General Farm Goods or Farm Machinery, We will either:

- reinstate or repair the General Farm Goods or Farm Machinery to the condition they were in just before the damage occurred, or
- pay You the cost of reinstating or repairing the General Farm Goods or Farm Machinery to the condition they were in just before the damage occurred, or
- pay You the value of the General Farm Goods or Farm Machinery just before the damage occurred.

We decide which one We will do.

When destruction, loss or damage occurs to Livestock or Farm Produce, We will pay You the Market Value of the Livestock or Farm Produce at the time of the destruction, loss or damage. The Market Value is the saleable value at the time of destruction, loss or damage.

### The most we will pay

The most We will pay You for a claim under Section 10 of this Policy, is the sum insured shown on Your Schedule, unless otherwise indicated in this section.

# Notes



## CONTACT DETAILS

**Enquiries** 13 24 81  
**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

**Sydney**  
388 George Street  
Sydney NSW 2000

**Perth**  
46 Colin Street  
West Perth WA 6005

**Melbourne**  
181 William Street  
Melbourne VIC 3000

**Adelaide**  
80 Flinders Street  
Adelaide SA 5000

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