

# **YOUR INSURANCE PRODUCT DISCLOSURE STATEMENT AND POLICY**

## **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. Steadfast Group Limited does not issue, guarantee or underwrite the Policy.

## **Important information about Steadfast's advice**

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



# **COUNTRYPAK PLUS**

**INSURANCE PRODUCT DISCLOSURE  
STATEMENT AND POLICY**

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# Welcome to the security of CGU Insurance

## This booklet is important

### Preparation date: 29/02/2024

This Product Disclosure Statement (PDS) contains two parts:

1. **Important Information** – contains general information about Your Countrypak Plus Insurance Policy, and
2. **Countrypak Plus Insurance Policy** – contains the terms and conditions of Your Countrypak Plus Insurance Policy.

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

Please read this PDS before You apply for this Policy.

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

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

# 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 Policy.

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?

This Policy is issued by Insurance Australia Limited ABN 11 000 016 722 AFS Licence No. 227681 trading as CGU Insurance (CGU).

If You have purchased the Workers' Compensation optional cover under Section 1 Domestic Buildings and Domestic Contents, and Your Situation is located in Western Australia, Tasmania, Australian Capital Territory or Northern Territory, that optional cover is issued by Insurance Australia Limited trading as CGU Workers Compensation ABN 11 000 016 722.

## How to contact us

You may contact Us by any of the following ways:

- in person at any CGU 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 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 the policy

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

## How to make a claim

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

Details about making a claim under this Policy are shown under 'What you must do when you make a claim' section.

## The amount you pay for the policy

The premium payable by You for the Policy 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 this insurance. We take into consideration a number of factors in setting Our premiums.

These factors include:

- for Domestic Farm Buildings and Domestic Contents, the location, construction, condition and age, of the property being insured
- for Personal Income, the age, current health and previous history of illness and injury of the person insured.

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 service levy) in relation to the Policy. Where We are required to pay an estimated amount (e.g. for a fire service 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 payable together with the actual amount of these charges, taxes and levies will be displayed in the Schedule. You can ask Us for more detail.

If You change the Policy in any way, We may:

- charge an additional premium
- change the cover of Your Policy
- impose special conditions, or
- cancel Your Policy in accordance with the provisions of the Insurance Contracts Act 1984 (Cth) and return to You a proportion of the premium for the unexpired Period of Insurance.

It is important for You to know that We may make changes to this Policy as a result of a change made by You. When there is a change, We will inform You.

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

Your premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the Policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your Policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

## General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). 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 resolving of complaints You make about Us, and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### 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 or the Code Governance Committee.

## How to resolve a complaint or dispute

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You or Your insurance intermediary can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, You or Your insurance intermediary should let Us know so We can help. Contact information can be found within this PDS or You can call Us on 13 24 81.

We will try to resolve complaints at first contact or shortly thereafter.

If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517

Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact You or Your insurance intermediary if they require additional information or have reached a decision. Customer Relations will advise You or Your insurance intermediary of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You or Your insurance intermediary may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

Free Call: 1800 931 678

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

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

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

Further information about Our complaint and dispute resolution process 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 personal income 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 Our 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 Our 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 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 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 GST. The GST amount will be specified in the Schedule. If You are registered for GST purposes, You may be able to claim an ITC in respect of GST We collect from You.

Details about the GST in relation to a payment under this Policy, are shown under the 'How the Goods and Services Tax affects your claim' 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 PDS.

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 Plus Insurance Policy

## About your policy

Your Policy is a contract of insurance between You and Us. Your Policy includes information about:

- a) when You are insured
- b) who is insured under Your Policy
- c) what You are covered for
- d) what Your Policy does not cover
- e) Excesses that may apply, and
- f) 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 PDS. These documents 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

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

The Policy applies for the Period of Insurance for which You have paid Us (or agreed to pay Us) the premium. You may pay Your premium upfront annually or by direct debit on a monthly basis.

You need to pay Your annual premium or any instalments by the due date specified on Your Schedule. An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your premium is overdue We will send You a notice outlining the overdue amount and when it needs to be paid. If Your premium remains unpaid after the time period specified in the notice We send, We will:

- a) cancel Your Policy for non-payment, and
- b) refuse to pay any claim for an incident occurring after the cancellation date.

If You pay by instalment, We will send You a second notice either before cancellation informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

If You need to make a claim when Your Policy is overdue, and before Your Policy has been cancelled for non-payment, We will require You to pay the overdue premium amount as part of the claim settlement process. Alternatively, where the settlement method allows, We can reduce the settlement payment by the overdue premium amount.

If You have a total loss, We shall deduct the instalments for the remaining Period of Insurance from the amount We pay You.

The cover under this Policy will not apply to Your property insured under any section of this Policy, for a period of 48 hours from the time the Policy first commenced, for loss, destruction or damage caused by:

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

unless:

- a) risk passed to You as purchaser of Your property insured immediately before You took out this Policy
- b) You signed a lease contract for Your property insured immediately before You took out this Policy, or
- c) 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 shown as the 'Insured' on Your Schedule is insured.

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

- a) Your partner
- b) Your children
- c) Your partner's children
- d) Your parents
- e) Your partner's parents.

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

- a) company shareholders or directors
- b) partner in the partnership
- c) beneficiary of the family trust.

### Non imputation

Where the Policy is arranged in the joint names of more than one Insured, as described in the definitions of 'You, Your, Yours and Insured' it is agreed that:

- a) each Insured shall be covered as if it made its own application for the Policy
- b) any declaration, statement or representation made in any application shall be constructed as a separate declaration, statement or representation by each Insured, and
- 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 Your Schedule are not covered and cannot make a claim under this Policy. All third party beneficiaries must comply with the terms and conditions of this 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 parties 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, destruction or damage has increased, give notice in writing to Us and pay such reasonable additional premium as We may require to reflect the increased risk of loss, destruction or damage.

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

When a claim is paid under this 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.

## General definitions

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 words are used in the Policy they are shown with a capital letter. 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 'Definitions'. If there is a specific definition in any section it shall take precedence over these general definitions.

**Act of Terrorism** means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of, or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological 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.

**Business** means:

- a) the business declared by You to Us in writing and shown on Your Schedule
- b) the grazing of animals, and/or
- c) the planting, maintenance, cropping and/or harvesting of legal crops.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by You or any other party.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

To the extent that loss, destruction or damage to property insured under the Policy and any Time Element Loss directly resulting therefrom is directly occasioned by theft, burglary or forcible entry involving the use or operation of any Computer System to facilitate any physical entry or exit, such use or operation shall not be considered as a Cyber Act.

**Cyber Incident** means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System, or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Data Processing Media** means any property insured by this Policy on which Electronic Data can be stored but not the Electronic Data itself.

**Drone** means a remotely piloted aircraft up to 25kgs gross weight, excluding any payload.

**Electronic Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Excess** means Your contribution towards the cost of a claim. We will tell You if You are required to pay an Excess. The Excess may be deducted from the amount We pay You for 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 under a single section, all those Excesses will not be added together. Only the single highest Excess will apply under a section, for a 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. If there is an Occurrence which results in multiple claims under multiple sections, the single highest Excess will apply for all claims under all sections with the exception of Section 1 Domestic Buildings and Domestic Contents. For example, if a fire causes damage to Domestic Farm Buildings covered under Section 1 Domestic Buildings and Domestic Contents (subject to an Excess of \$1,000), Farm Buildings covered under Section 2 Farm Property (subject to an Excess of \$2,000) and Farm Machinery covered under Section 3 Farm Machinery and Working Dogs (subject to an Excess of \$750), the total Excess applied for all claims will be \$3,000 being \$1,000 for Section 1 plus \$2,000 being the highest single Excess applicable under Section 2 and Section 3.

**Family** means Your family members who normally live with You at Your Domestic Farm Building (as defined in Section 1 Domestic Building and Domestic Contents) or home, including Your partner, Your children, Your partner's children, Your parents and Your partner's parents.

**Farm Buildings** means:

- a) permanently installed, stationary buildings used for the purpose of the Business carried on at the Situation
- b) 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
- c) items including plant, that are permanently built, permanently constructed or permanently installed in or on Your Farm Buildings for the purpose of the Business
- d) solar panels permanently attached to Farm Buildings including the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes, and
- e) water tanks, water stands, crushes, fuel tanks, Silos (as defined in Section 2 Farm Property), fixed elevators, fencing forming part of Farm Buildings, stockyards and pens that are permanently fixed to or adjacent to the Farm Buildings.

But does not mean:

- a) Domestic Farm Buildings (as defined in Section 1 Domestic Buildings and Domestic Contents)
- b) Farm Improvements (as defined in Section 2 Farm Property)
- c) power poles and overhead wiring between the power poles
- d) fencing, other than described above forming part of Farm Buildings
- e) dams, plants, trees or crops in the open air
- f) unpaved paths, tracks, roads or driveways constructed of earth or gravel
- g) any bridges, overpass, underpass, crossing, tunnel or channel
- h) Livestock (as defined in Section 2 Farm Property) and beehives.

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

- a) a lake, a river, a creek or another natural watercourse, whether or not it has been altered or modified, or
- b) a reservoir, canal or dam.

**Goods and Services Tax (GST), Input Tax Credit (ITC), Business Activity Statement (BAS), and Acquisition** have the same meaning given to those terms in A New Tax System (Goods and Services Tax) Act 1999 (Cth) including any amendment, re-enactment, successor, equivalent or similar legislation including delegated legislation.

**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 as the wind speed falls below 34 knots, measured at the closest possible bureau recognised weather station to the damaged property.

**Period of Insurance** means the period shown on Your Schedule as the 'Period of Insurance'. Each Period of Insurance is treated separately for each Policy issued by Us to You.

**Policy** means this document, the Schedule and any attachment or endorsement and any future documents issued to You during the Period of Insurance which amends the policy wording or Schedule. Together they form the insurance contract.

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

**Situation** means the locations shown as the 'Situation' on Your Schedule.

**Time Element Loss** means business interruption, contingent business interruption or any other consequential losses insured under this Policy.

**We, Us** and **Our** refers to Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681. If You have purchased the Workers' Compensation optional cover under Section 1 Domestic Buildings and Domestic Contents, and Your Situation is located in Western Australia, Tasmania, Australian Capital Territory or Northern Territory, this defined term refers to Insurance Australia Limited trading as CGU Workers Compensation ABN 11 000 016 722.

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

## When your insurance cover does not apply

Cover under this Policy for property insured under Section 1 Domestic Buildings and Domestic Contents and Section 2 Farm Property as shown on Your Schedule, will not apply if the Situation is unattended for a continuous period of more than 90 days.

This exclusion will not apply to Section 1 Domestic Buildings and Domestic Contents or Section 2 Farm Property if the loss, destruction or damage results from:

- a) lightning or thunderbolt
- b) riot and civil commotion
- c) impact damage directly caused by:
  - i. a vehicle
  - ii. waterborne craft
  - iii. space debris, aircraft, rocket, satellite, a branch, or
- d) 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 90 days, You must advise Us. You can ask Us to provide You cover for a period beyond 90 days. If We agree to provide You cover, We will advise You in writing and an additional premium may be payable.

Section 9 Personal Income only covers death by an Accident (as defined in that section). There is no cover for death by Sickness (as defined in that section). We will not pay claims for hernia unless You have selected Accident and Sickness cover for the Insured Person (as defined in that section) and this is shown on Your Schedule.

## What all sections of this policy do not cover

Any cover We provide, other than the Workers' Compensation optional cover available under Section 1 Domestic Buildings and Domestic Contents, is subject to the following exclusions. We will not pay claims for any loss, destruction or damage or liability arising directly or indirectly from:

- a) war, invasion, actions of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property insured by or under the order of any government or public or local authority. We also do not provide cover for theft following these events.
- b) any Act of Terrorism or any action in controlling, preventing or suppressing, retaliating against or responding to any Act of Terrorism.
- c) Contamination by chemical and/or biological agents, which results from an Act of Terrorism
- d) any operations employing the process of nuclear fission or fusion or handling of or radioactive material, which operations include but are not limited to:
  - i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices
  - ii. the use, handling or transportation of radioactive materials, or
  - iii. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

This exclusion does not apply to liability arising from radio-isotopes or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.
- e) loss to property caused by any process necessarily involving the application of heat
- f) mould, unless where directly caused by an event covered by this Policy
- g) mildew, fungi or climatic conditions
- h) loss, destruction or damage or injury that You or anyone acting for You deliberately caused
- i) deliberate or intentional acts carried out by a tenant
- j) Flood, storm surge, action of the sea, tidal wave, tsunami or high water. This exclusion is not applicable to Sections 7 Business Liability, Section 9 Personal Income or Section 10 Road Transit of this Policy
- k) erosion, earth movement, landslide or subsidence except as covered under Section 1 Domestic Buildings and Domestic Contents and Section 2 Farm Property
- l) loss, destruction, damage or liability that does not occur within the Period of Insurance
- m) consequential loss except if specifically covered by this Policy. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation. This exclusion does not apply to Section 6 Business Interruption.

- n) any loss, destruction, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in any way connected with:
  - i. any Cyber Act, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act
  - ii. any Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident, unless any loss, destruction or damage to property insured is the direct result of a Cyber Incident, which has not been directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act, and such loss, destruction or damage is directly caused by perils, other than accidental damage, covered under the Policy, or
  - iii. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data.

Provided however should Data Processing Media owned or operated by You suffer loss, destruction or damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Electronic Data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Electronic Data. If such Data Processing Media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Electronic Data, to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

This exclusion does not apply to Section 1 Domestic Buildings and Domestic Contents and Section 7 Business Liability.

- o) any loss, destruction or damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in any way connected with:
  - i. a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;
  - ii. any Time Element Loss that is directly caused by any competent public authority closing or evacuating Your Situation as a result of the outbreak and presence of any of the following human diseases at Your Situation, to the extent that such Time Element Loss is covered under the Policy:
    - A. any disease determined to be a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation
    - B. any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC)
    - C. Highly Pathogenic Avian Influenza (HPAI) in humans, or
    - D. influenza with pandemic or epidemic potential, or

- iii. any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to loss, destruction or damage to property insured under Section 2 Farm Property or loss and additional costs or expenses insured under Section 6 Business Interruption, as a consequence of loss, destruction or damage to the property insured under Sections 2 Farm Property, caused by a peril, other than accidental damage, covered under the Policy.

This exclusion does not apply to Section 1 Domestic Buildings and Domestic Contents, Section 7 Business Liability and Section 9 Personal Income.

## Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## 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 Policy.

You must tell Us as soon as reasonably possible of anything that changes the facts or circumstances relating to Your Policy.

You must take all reasonable precautions to prevent anything which could result in a claim under this Policy.

You must obey and must use reasonable endeavours to make sure that anyone doing anything on Your behalf obeys, all relevant 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.

Failure to do any of these things may affect Our decision to reduce or reject Your claim and/or continue Your Policy. The course of action We take when You fail to do any of these things will be considered in each circumstance based on what impact or effect Your failure to comply caused or contributed to the claim or Our decision to issue Your 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:

- a) make a misleading statement to Us when You apply for Your Policy
- b) 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
- c) fail to comply with the conditions of this Policy
- d) fail to pay the premium for this Policy
- e) are not fair and open in Your dealings with Us
- f) make a claim during the Period of Insurance 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 You fail to notify Us of a change in the circumstances of the risk during the Period of Insurance if the change materially increases the risk under Your Policy. 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 in the 'Cancelling your policy before the due date' section and in the 'Return of premium if your policy is cancelled before the due date' section 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 end of the Period of Insurance:

- a) We will keep the premium for the period that the Policy or the section has been in force
- b) 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
- c) We will not return any premium under Section 5 Hay, Grain, Fencing, Livestock and Farm Trees, unless We cancel the Policy or this section
- d) We will not return any premium under Section 9 Personal Income if We have paid a claim under this section during the 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 insurance intermediary, or nearest CGU office, or call 13 24 80 (13CGU0).

If You are making a claim under this Policy, You must also do the following:

- a) take all reasonable steps to prevent any further loss from occurring
- b) 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. Where the police are unable to assist You please contact Us to discuss alternatives
- c) keep the property that has been damaged so We can inspect it provided it is reasonable and safe to do so
- d) try to obtain details of any other person, including any witnesses, property or vehicle involved
- e) tell Us about any other insurance(s) which cover all or part of the property
- f) complete Our claim form We may require You to complete and give it to Us as soon as reasonably possible
- g) tell Us about any prosecution or inquest that may be held and send Us any documents relating to Your claim as soon as reasonably possible after You receive them
- h) take all reasonable steps to preserve any items which may be used as evidence in support or defence of any claim made against You, provided it is reasonable and safe to do so. You must not destroy any such items or evidence until We have had an opportunity to inspect them at a reasonable time and place. This applies to claims under Section 1 Domestic Buildings and Domestic Contents – Liability and Section 7 Business Liability
- i) assist Us at all reasonable times in the prosecution, defence, conduct, or settlement of any claim under this Policy
- j) submit Your claim as soon as reasonably possible after the happening of any injury or sickness, for which You may be entitled to claim. This only applies to claims under Section 9 Personal Income
- k) take all reasonable steps to supply Us (at Your own expense) with all necessary medical information and other medical evidence to support Your claim under Section 9 Personal Income. Our claim forms include a certificate which should be completed by a Medical Practitioner (as defined in Section 9). With respect to any claim under Section 9 Personal Income:
  - i. We will not accept Your claim form if this certificate has been completed by anyone other than a Medical Practitioner
  - ii. 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 only request information relevant to handling Your claim and We will explain why the information is required.

- iii. 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 sickness for which the insured person is claiming
- iv. if We require the insured person to undergo a separate medical examination by a Medical Practitioner of Our choice, We will pay for this
- v. 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:

- a) repair or replace any damaged property without Our consent, unless the repair is to prevent further loss
- b) 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 amount payable for claims preparation expenses for a claim under Section 1 Domestic Buildings and Domestic Contents is \$5,000.

The most We will pay for claims preparation expenses under all sections of the Policy 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 the information and cooperation We reasonably require. We will only request information and cooperation where relevant and will explain why the information and cooperation is required.

## How the Goods and Services 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 ITC that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) 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 ITC that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

## Motor Vehicle Insurance Repair and Code of Conduct

The Motor Vehicle Insurance Repair and Code of Conduct (Motor Vehicle Code) aims to promote transparent, informed, effective and co-operative relationships between smash repairers and insurance companies based on mutual respect and open communication. We support the Motor Vehicle Code and are committed to continually reviewing Our operations to make sure We comply with it.

### Choice of repairer policy

Under the Section 3 Farm Machinery and Working Dogs cover in Your Policy, where We elect to repair Your Farm Machinery (as defined in Section 3) You can suggest a repairer, or You can contact Us to suggest one for You. If We do not accept Your choice of repairer, We must co operate with each other to select another repairer, provided they have the qualifications to undertake the required repairs, that You and We can mutually agree upon. This is Our policy on choice of repairer.

In repairing Your Farm Machinery, We may arrange for the repair to be carried out by a specialist service provider, for example windscreen repairs.

We offer a guarantee on the workmanship of repairs authorised by Us. This guarantee is for as long as You own the Farm Machinery and is in addition to any statutory rights and warranties You may be entitled to. We will arrange for the repairs by Us to be rectified at no cost to You if We agree that the repairs are defective.

Before We can arrange for the defective repairs to be rectified, if We ask You, You must allow Us to inspect Your Farm Machinery at a reasonable time or place. Wear and tear is not covered by this guarantee.

### Parts policy

Generally, We use the following parts to repair Your Farm Machinery. If Your Farm Machinery is:

- under 3 years, We use genuine new parts (when reasonably available)
- 3 years or older, We use:
  - genuine new parts, or
  - quality non-mechanical reusable parts.

Regardless of Your Farm Machinery's age, We may use non-genuine parts for windscreens, sunroofs, window glass, radiators and air conditioning components. Non-genuine parts are those parts not manufactured by a supplier to the original manufacturer of the Farm Machinery.

We only use quality non-mechanical reusable parts when it:

- is consistent with the age and condition of Your Farm Machinery
- does not affect the safety or the structural integrity of Your Farm Machinery
- complies with Your Vehicle manufacturer's specifications and applicable Australian Design Rules
- does not adversely affect the way Your Farm Machinery looks after it has been repaired, and
- does not void or affect the warranty provided by Your Farm Machinery's manufacturer.

## 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	
<b>Policy Type</b>	Special Valuables option
<b>Item sum insured</b>	Diamond ring - \$12,000
<b>Loss or damage</b>	Your diamond ring is stolen
<b>How We settle Your claim</b>	We pay the jeweller \$12,000 to replace Your diamond ring. No Excess is applicable

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 (as defined in Section 1) are partially destroyed by fire. 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 (Capitalised terms as defined under Section 9).	
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 A12. Total and Permanent Loss of hearing in one ear, equals 50% of the Capital Benefit</li> <li>Payment to You is \$2,500 (\$5,000 x 50%)</li> </ul>

Claim Example 4 Section 9 Personal Income	
The Insured Person becomes totally incapable of carrying out all of the usual duties of their usual Occupation. There are no usual duties that the Insured Person is capable of carrying out. (Capitalised terms as defined under Section 9).	
Weekly Benefit is covered, equalling \$500.	
<b>How We settle Your claim</b>	<ul style="list-style-type: none"> <li>Event A20. The Insured Person becoming totally incapable of carrying out all of the usual duties of their 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>

# Section 1 Domestic Buildings and Domestic Contents

## What is insured

The property set out on Your Schedule is insured if it is lost, destroyed or damaged by a peril covered under this section during the Period of Insurance. It is insured only if You own or are liable for the property.

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

If You only insure Domestic Contents, the cover provided for loss, destruction 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.

This Section 1 also includes Liability cover for Your Domestic Farm Buildings and/or Domestic Contents at the Situation if shown on Your Schedule.

Optional covers for Valuable Items and Workers Compensation are available under this Section 1 and only covered if shown on Your Schedule.

## The insurance cover you select

When You take cover under this section You have a choice of two covers: Cover 1 Listed events or Cover 2 Accidental damage.

If You selected Cover 1 Listed events, Your Schedule will show 'Cover 1 – Listed events'.

If You selected Cover 2 Accidental damage, Your Schedule will show 'Cover 2 – Accidental damage'. If You have selected cover for Domestic Farm Buildings and/or Domestic Contents, cover available under 'Liability' will automatically apply in accordance with the terms detailed in that section.

Optional covers for Domestic Farm Buildings, Valuable Items and Workers Compensation, as detailed in this section are available. If You have selected these optional covers and We have agreed to provide cover, they will be shown on Your Schedule.



## Definitions

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** means loss, destruction or damage 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, destruction or damage will exceed \$20,000 in total.

**Domestic Contents** means:

- a) household goods that are not used for earning income
  - b) goods that You use for earning Your income while they are in Your Domestic Farm Building or home at Your Situation
- We will pay up to \$10,000 in total for these items. This does not include office equipment
- c) office equipment, including mobile phones and laptop computers, that You use for Your normal Business office activities located in Your Domestic Farm Buildings or home.

- d) carpets, curtains and internal blinds
- e) furniture and furnishings that are not built in
- f) portable domestic appliances that are not built in
- g) swimming pools, saunas and spas that are not permanently installed
- h) accessories for any swimming pools, saunas or spas
- i) clothing and personal effects
- j) Valuable Items – refer to the definition of Valuable Items in this section
- k) items thinly covered with gold or silver that are not jewellery or watches
- l) paintings and prints, tapestries, persian or similar rugs, antiques and any other works of art
- m) projectors and screens
- n) equipment for taking photographs, including accessories and unprocessed film, but not while they are being used to earn an income
- o) equipment for developing and enlarging photographs
- p) 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.

- q) media purchased online, e.g. music, software and videos
  - r) tapes, cassettes, cartridges, discs, DVD, Blu Ray and 4k Ultra HD including computer software
- We will only pay the value of these items when blank, unless they were pre-recorded when You purchased them.
- s) money and negotiable documents. This includes money relating to Your Business

We will pay up to \$3,000 in total for these.

- t) 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

We will not pay more than \$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.

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

- aa) model or toy aircraft and Drones but not whilst in use
- ab) specified contents which are shown on Your Schedule
- ac) additional office equipment which is shown on Your Schedule.

But does not mean:

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

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

**Domestic Farm Buildings** means:

- a) residential farm buildings including any professional offices in those buildings
- b) domestic out-buildings
- c) fixed coverings to walls, floors and ceilings. These do not include fixed carpets, curtains or internal blinds, unless:
  - i. You regularly lease out Your Domestic Farm Buildings on an unfurnished basis, or
  - ii. You are the contracting seller or purchaser in which case these items will be deemed Domestic Farm Buildings until settlement
- d) infrastructure for services (whether underground or not) at the Situation, including infrastructure for the supply of electricity, gas, water, drainage and sewerage, the internet and telephone that You own or which You are liable to replace or pay the cost of their repair or replacement that are primarily used for domestic purposes
- e) domestic solar panels permanently attached to Domestic Farm Buildings as well as the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes
- f) items built in, or fixed to, or on, the buildings referred to above
- g) blinds or awnings on the outside of the buildings referred to above
- h) landscaping, paved terraces, free standing walls and retaining walls
- i) paved pathways and paved driveways leading to a Domestic Farm Building
- j) jetties, wharfs, pontoon and moorings used for domestic purposes
- k) anything permanently built, permanently constructed or permanently installed at Your Situation 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:

- a) property that a Tenant is liable for under the terms of a Rental Agreement or Periodic Rental Agreement
- b) plants, shrubs, trees, lawns grass or artificial grass, except as provided for under 'Additional benefits for domestic farm buildings' clause 5. 'Domestic gardens'
- c) loose or compacted soil, gravel, pebbles, rocks or sand
- d) dams
- e) unpaved paths or driveways constructed of earth or gravel except as provided for under 'Additional benefit for domestic farm buildings' clause 17. 'Unsealed access driveways'
- f) any bridge, overpass, underpass, crossing, tunnel or channel.

**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 Hay, Grain, Fencing, Livestock and Farm Trees.

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

**Periodic Rental 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) a notice to leave
- b) a notice of intention to leave, or
- c) an 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 Rental Agreement on the same terms which applied immediately before the Rental Agreement ended. This does not include any term about the Rental Agreement's term.

**Pet** means a domestic animal that You keep in 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:

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

**Tenant** means:

- a) the person(s) named in the Rental Agreement or Periodic Rental Agreement and also that person's partner, children, and any other person(s) permanently living at Your Domestic Farm Building, and
- b) any person(s) including that person's partner, children, pets and any other person(s) living at Your Domestic Farm Buildings under a rental tenancy agreement arrangement that is not a Rental Agreement or Periodic Rental 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:

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

**Valuable Items** mean:

- a) jewellery and watches
- b) items that contain gold or silver
- c) collections of stamps, money or medals, and
- d) special valuable and personal items which are shown on Your Schedule

- e) the following items able to be powered by battery:
  - i. portable electronic equipment (including PDAs and iPads)
  - ii. portable computers
  - iii. audio visual equipment
  - iv. mobile or portable phones
  - v. GPS units
  - vi. equipment for taking photographs, including accessories and unprocessed film but these items are not covered while they are being used underwater or to earn an income
- f) furs
- g) clothing and personal items, that are usually worn or carried, and
- h) sporting equipment designed to be used in a leisure activity that involves some element of physical activity or competition. This does not include pedal cycles or sporting equipment while being used.

But does not mean:

- a) unset precious and semi-precious stones
- b) items thinly covered with gold or silver
- c) motor vehicles, motorcycles, motorbikes, caravans, trailers, aircraft or accessories or spare parts of any of these items
- d) watercraft including accessories or spare parts, other than surfboards, sailboards or surf skis, or any other type of watercraft that are less than 4 metres long and are not powered by a motor
- e) goods You use to earn Your income
- f) money or negotiable instruments of any kind, or
- g) 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 is \$20,000. Some Domestic Contents items have a lower limit, this is shown in 'Definitions'. You can insure items, pairs, sets, collections or systems that are worth more than \$20,000 each as a specified Domestic Contents item. To do this You must advise Us and the items will be shown on Your Schedule.

We will pay up to \$10,000 for any one item, pair, set, collection or system of Valuable Items within Domestic Contents. We will pay up to \$20,000 or 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.

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

We will cover Your Domestic Contents for loss, destruction or damage under 'Cover 1 Listed events' or 'Cover 2 Accidental damage' while they are in the open air at Your Situation.

## Cover for domestic contents away from your situation

Your Domestic Contents are insured for loss, destruction or damage under 'Cover 1 Listed events' or 'Cover 2 Accidental damage' while they are away from Your Situation, anywhere in Australia. If You have selected 'Cover 2 Accidental damage' cover this also extends to New Zealand.

Your Domestic Contents are not insured away from Your Situation if they:

- a) are on the way to, or from, or in, commercial storage, except as provided under 'Additional benefits for domestic contents' clause 4. 'Domestic contents in a storage facility'
- b) have been away from Your Situation for more than a continuous period of 100 days, other than:
  - i. sporting equipment that is stored within a locked clubroom
  - ii. Domestic Contents stored in a bank safe deposit box
  - iii. Domestic Contents used by Your unmarried children whilst living away from the Situation and attending school, college or university on a full time basis
- c) are in transit during a permanent removal, unless We have agreed to cover them under 'Additional benefits for domestic contents' clause 5 'Domestic contents in transit'
- d) have been removed permanently from Your Situation without Our permission.

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

- a) 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
- b) goods that You use for earning Your income.

If You selected 'Cover 1 Listed events':

- a) cover for storm, tempest, rainwater, wind or impact by motor vehicles, motorcycles, mini-bikes, caravans or trailers:
  - i. only applies when the Domestic Contents are in a residential building, boarding house, motel, hotel, club, nursing home or hospital where You are staying,
  - ii. for sporting equipment, only when it is stored within a locked clubroom
  - iii. but not while the Domestic Contents are in a tent, vehicle, caravan, trailer, aircraft or watercraft.
- b) cover for theft:
  - i. only applies to sporting equipment when it is in a locked clubroom,
  - ii. but does not apply to any of Your other Domestic Contents while away from Your Situation.

If You selected 'Cover 2 Accidental damage', Your Domestic Contents will also be insured for loss, destruction or damage whilst temporarily removed anywhere in the world for up to 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 occurring during the Period of Insurance. There must be loss, destruction or damage from one of these events to the Domestic Farm Buildings or Domestic Contents for You to make a claim:

- a) fire, explosion, or implosion
- b) smoke – We will not cover damage that occurs gradually and/or out of repeated exposure to smoke or fire
- c) lightning or thunderbolt
- d) earthquake or tsunami caused by an earthquake, volcanic eruption or subterranean fire. We will only cover loss, destruction or damage as a result of an earthquake or tsunami caused by an earthquake, volcanic eruption or subterranean fire if the loss, destruction or damage occurs within 72 hours of the first happening of these events
- e) burglary or break-in or an attempt at either. We will not cover loss, destruction 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
- f) theft including theft of money or negotiable documents, when force is used by someone to enter Your Domestic Farm Buildings. We will not cover Your Domestic Farm Buildings or Domestic Contents for loss, destruction or damage as a result of:
  - i. theft from any part of Your Domestic Farm Buildings which You share with another person who is not insured under this Policy, or
  - ii. theft by a Tenant
- g) malicious damage, including vandalism, other than damage caused by You or anyone who permanently or temporarily lives with You
- h) vandalism or a malicious act by a Tenant
- i) liquid that escapes from:
  - i. a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain
  - ii. a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
  - iii. a washing machine or dishwasher
  - iv. an aquarium
  - v. 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:

- i. fixing or finding leaks that have not caused loss, destruction or damage to your Domestic Farm Buildings or Domestic Contents
- ii. the cost of repairing the defective item that caused the escape of liquid or liquid escaped from.

- j) electric motor(s) burning out. If an electric motor burns out, We will repair, reinstate or replace it. We decide which one We will do. Our choice will have regard to the circumstances of Your claim and consider any preference You may have. We will do this if the electric motor is 15 years old or less. No cover is provided for motors over 15 years old.

Other than as provided in this clause j) We do not cover mechanical, structural, electrical, hydraulic or electronic breakdown or failure, unless the breakdown or failure results in loss, destruction or damage to an electric motor, other than the item or component that suffered the breakdown or failure.

- k) power surge to domestic appliances or domestic equipment directly caused by an identifiable source outside Your Domestic Farm Buildings and away from the Situation e.g. a lightning strike, an object contacting power lines, the resumption of power following a blackout caused by a storm or unexpected interference with a power company transformer by an animal that does not occur at the Situation. We do not cover domestic appliances or domestic equipment more than 15 years from the date of purchase when new
- l) Accidental breakage of:
  - i. any fixed glass in the Domestic Farm Buildings, including glass houses used for the propagation and growing of non-commercial plants, bushes or trees, fixed glass or ceramic cooking surfaces, shower base, sink, bath, lavatory pan, cistern, chandeliers, pendant lights or skylight if this section covers Your Domestic Farm Buildings
  - ii. glass forming part of an item of furniture or domestic telephones, mirrors, glassware, crystal or crockery if this section covers Your Domestic Contents. Mirrors, glassware, crystal or crockery are not covered while they are being used, cleaned or carried by hand
  - iii. window tinting or shatter-proofing attached to broken glass
  - iv. 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.

But this does not mean:

- i. loss, destruction or damage to any property other than the broken glass, shower base, basin, sink, lavatory pan or cistern
- ii. any item that is chipped or scratched.
- m) riots, civil commotions, industrial or political disturbances
- n) impact by an aircraft, spacecraft, rocket or satellite, or anything dropped or falling from them
- o) 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
- p) impact by falling television or radio antenna, mast or dish or its fitting or mast
- q) impact by falling towers or communication poles, towers or lines
- r) 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

- s) impact by vehicles, trailers, watercraft or anything falling from them
- t) storm, tempest, tornado, cyclone, hurricane, rainwater, wind, hail, snow or sleet, including to:
  - i. Domestic Fencing
  - ii. fencing, walls, gates and their attachments 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 fencing, walls, gates and their attachments 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
  - iii. fencing, walls, gates and their attachments 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 fencing, gates, walls and their attachments 20 years old or less
  - iv. 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, otherwise cover will not be provided to the extent any failure to do so caused or contributed to the loss, destruction or damage.

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

- i. 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, destruction 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).
- ii. where water enters Your Domestic Farm Buildings through an opening made for any building renovation or repair work.

We do not provide cover for loss, destruction or damage by Flood.

- u) landslide, subsidence, erosion or earth movement if it occurs within 72 hours of, and is contributed to or caused by, one of the following events:
  - i. storm, tsunami, tempest, rainwater, hail, snow or wind
  - ii. earthquake, subterranean fire or volcanic eruption
  - iii. explosion
  - iv. escaping liquid other than from Flood

This cover also applies to Domestic Fencing.

## Cover 2 Accidental damage

We will cover Your Domestic Farm Buildings and Domestic Contents, shown on Your Schedule, for Accidental Damage occurring during the Period of Insurance. There is some Accidental Damage We will only cover for specific events. This is Accidental Damage caused by:

- a) landslide, subsidence, erosion or earth movement if it occurs within 72 hours of the cessation of the event, and is contributed to or caused by one of the following events:
  - i. storm, tsunami, tempest, rainwater, hail, snow or wind, tornado or cyclone
  - ii. earthquake, subterranean fire, or volcanic eruption
  - iii. explosion
  - iv. escaping liquid other than from Flood.

This cover also applies to Domestic Fencing.

- b) storm, tempest, rainwater, hail, snow or wind including damage to:
  - i. Domestic Fencing
  - ii. fencing, gates, walls and their attachments 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 fencing, gates, walls and their attachments 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.
  - iii. fencing, gates, walls and their attachments 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 fencing, gates, walls and their attachments 20 years old or less.
  - iv. 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, otherwise cover will not be provided to the extent any failure to do so caused or contributed to the loss, destruction or damage.
- c) 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. Our choice will have regard to the circumstances of Your claim and consider any preference You may have. We will do this if the electric motor is 15 years old or less. No cover is provided for motors over 15 years old.

Other than as provided in this clause c), We do not cover mechanical, structural, electrical, hydraulic or electronic breakdown or failure, unless the breakdown or failure results in loss, destruction or damage to an electric motor, other than the item or component that suffered the breakdown or failure.

We will not cover Your Domestic Farm Buildings and Domestic Contents for Accidental Damage caused by or arising from:

- a) landslide, subsidence, erosion or earth movement except as described in clause a) of this section, settling, shrinkage or any movement of earth
- b) water entering Your Domestic Farm Buildings:
  - i. through an opening made for any building renovation or repair work
  - ii. 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 Accidental 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).
- c) contamination or pollution
- d) rust, corrosion, gradual deterioration, depreciation, wear or tear. However, We will pay for any resultant loss, destruction 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
- e) 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 Accidental 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 Accidental 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)
- f) roots from trees, plants, shrubs or grass. However, this exclusion applies only for Accidental 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)
- g) any process of cleaning that involves the use of chemicals other than domestic household chemicals
- h) 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, destruction 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)
- i) theft from any part of the Domestic Farm Buildings, which You share with another person who is not insured under this Policy
- j) theft by a Tenant
- k) Flood.

## Additional benefits for domestic farm buildings

The following additional benefits are available if You have selected this section and will be paid in addition to the sum insured unless stated otherwise in this section.

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

### 1. Alternative temporary accommodation and loss of rent

If Your Domestic Farm Buildings become Uninhabitable after loss, destruction 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, destruction 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 or Periodic Rental Agreement is in place, We will pay for loss of rental income when, following loss, destruction or damage for which this Policy provides cover, Your Domestic Farm Building becomes Uninhabitable.

The most We will pay for these costs is the greater of \$20,000 or 20% of Your Domestic Farm Buildings sum insured, as shown on Your Schedule.

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

- a) You receive any payment for rent from another source; or
- b) You do not need to rent another property.

### 2. Building materials

If this section insures the Domestic Farm Building which is Your primary residence, We will pay up to \$2,500 in any one Period of Insurance if Your unfixed building materials are lost, destroyed or damaged at the Situation due to an event covered by this section occurring during the Period of Insurance. 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:

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

### 3. Certificate of Title

We will pay to replace the certificate of title to Your Domestic Farm Buildings if it is lost, destroyed or damaged as a result of an event covered by this section.

#### 4. Consumer Price Index

If We agree to pay You for loss, destruction 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.

#### 5. Domestic gardens

We will pay for the loss, destruction 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 additional benefit is \$10,000.

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

#### 6. Environmental improvement

If Your Domestic Farm Building has been totally lost, destroyed or damaged 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:

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

For the purpose of this additional benefit:

- a) a rainwater tank facility includes:
  - i. a rainwater tank
  - ii. water pump and wiring
  - iii. foundation or tank stand
  - iv. pipes connecting the roof and gutters to the tank, and
  - v. installation costs.
- b) a solar power system includes:
  - i. solar or photo-voltaic panels
  - ii. water tank and pump
  - iii. water pipes
  - iv. electrical wiring
  - v. foundation or tank stand
  - vi. pipes connecting solar panels to a tank
  - vii. inverter, and
  - viii. installation costs.
- c) a hot water exchange system includes:
  - i. heat exchange system
  - ii. electrical wiring
  - iii. foundation or tank stand
  - iv. water pipes, and
  - v. installation costs.

- d) a grey water recycling system includes:
  - i. recycling system
  - ii. distribution pipes
  - iii. connectors
  - iv. outlet housings, and
  - v. installation costs.

#### 7. Fire extinguishment and prevention costs

We will pay the reasonable costs to:

- a) extinguish a fire at, or in the vicinity of, Domestic Farm Buildings or Domestic Contents insured at the Situation
- b) prevent or reduce damage to Domestic Contents insured at the Situation
- c) gain access after the loss, destruction or damage has occurred to the Domestic Farm Buildings insured at the Situation
- d) 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 this additional benefit, and any entitlement to such costs under Section 2 Farm Property, Section 3 Farm Machinery and Working Dogs and Section 5 Hay, Grain, Fencing, Livestock and Farm Trees combined, is \$10,000 any one claim.

#### 8. Government declared catastrophe

If You have selected 'Cover 2 Accidental damage', We will pay up to an additional 30% of the Domestic Farm Buildings sum insured shown on Your Schedule if Your Domestic Farm Buildings are lost, destroyed or damaged as a result of an event that the government declares a catastrophe or emergency.

We will only do this if:

- a) Your Domestic Farm Buildings are considered by Us to be a total loss
- b) the increased cost to rebuild or repair Your Domestic Farm Buildings was caused by the event that the government declares a catastrophe or emergency
- c) the cost to rebuild or repair Your Domestic Farm Buildings is greater than Your Domestic Farm Buildings sum insured, and
- d) 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 additional benefit is only payable for additional building costs that have been caused as a result of increased demand on building material and labour costs due to the catastrophe or emergency.

This additional 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 Domestic Farm Building sum insured	\$200,000
Cost to rebuild Your Domestic Farm Building immediately prior to the catastrophe or emergency	\$250,000
Cost to rebuild Your Domestic Farm Building immediately after the catastrophe or emergency	\$270,000
Additional benefit payable	\$20,000

**9. Leased buildings**

Where a Domestic Farm Building is leased or is available for lease on an unfurnished basis, We will extend cover for Domestic Farm Buildings to include fixed carpets, curtains and internal blinds. The most We will pay in total under this additional benefit is the sum insured selected for the Domestic Farm Building shown on Your Schedule.

**10. Modifications following injury**

We will pay to make modifications to Your Domestic Farm Buildings if You are injured as a result of loss, destruction or damage 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 under this additional benefit is \$25,000 any one Period of Insurance.

**11. Mortgage discharge costs**

If We accept Your claim under the Policy is for a total loss, We will pay Your legal costs to discharge Your mortgage.

**12. Professional fees**

We will pay the reasonable costs of architects', engineers', surveyors' and legal fees, that are incurred to reinstate Your Domestic Farm Buildings when loss, destruction or damage occurs that is covered under this section.

**13. Removal of debris**

We will pay the reasonable costs of demolishing and removing any Domestic Farm Building debris when insured loss, destruction or damage covered by this section occurs.

**14. Sale of domestic farm building**

Where You have entered into a contract to sell Your Domestic Farm Building We will extend cover under this section to the purchaser from the time when the purchaser becomes liable for any loss, destruction or damage to the Domestic Farm Building until the contract settlement date, the contract is terminated, or until the purchaser insures the Domestic Farm Building, whichever happens first.

**15. 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, destruction or damage. We will not pay any costs which resulted from any notice which a statutory authority served on You before the loss, destruction or damage to Your Domestic Farm Buildings occurred. The most We will pay in any one Period of Insurance under this additional benefit is \$25,000.

**16. Total loss**

The sum insured is reinstated to 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, provided under this section will remain in force until the expiry date of the Policy.

**17. Unsealed access driveways**

We will pay up to \$5,000 any one Period of Insurance for loss, destruction or damage to unsealed access driveways leading to Domestic Farm Buildings.

**Optional cover for domestic farm buildings**

You may extend Your Policy to include the following optional 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 optional cover unless We indicate otherwise.

**1. Rent default and theft by a tenant**

Under this optional cover, 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 optional cover, it will be shown on Your Schedule as 'Rent default and theft by a Tenant'.

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

- a) if Your Tenant leaves Your Domestic Farm Building before the end of the tenancy period of Your Rental Agreement or Periodic Rental Agreement, without giving You or Your agent notice
- b) if Your Tenant is legally evicted from Your Domestic Farm Building
- c) if Your Tenant stops paying rent owed to You or Your agent.

We will only pay a rent default claim:

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



Your cover for rent default under this optional cover ceases if the Rental Agreement or Periodic Rental Agreement could have been legally terminated by You.

Cover for rent default under this optional cover will not apply if the rent is in arrears at the commencement of the Period of Insurance. This optional cover will not commence until all rent arrears have been paid, and the Tenant has paid a minimum of 4 consecutive weeks of the agreed rent in accordance with the Rental Agreement or Periodic Rental Agreement.

When a Rental Agreement defaults to a Periodic Rental Agreement, We will only pay up to 2 weeks rent after a Tenant vacates the Domestic Farm Building without notice.

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

This optional cover will stop immediately:

- a) if Your Domestic Farm Building is re-tenanted; or
- b) when the term of Your Rental Agreement or Periodic Rental Agreement ends.

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

- a) any part of Your Domestic Farm Buildings, up to the Domestic Farm Buildings sum insured, as shown on Your Schedule, after deducting any Excess that applies, if You have insured Your Domestic Farm Buildings
- b) Your Domestic Contents, up to the Domestic Contents sum insured, as shown 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 under this optional cover, 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:

- a) legally evict a Tenant
- b) 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
- c) recover amounts for items stolen from Your Domestic Farm Building by a Tenant or their visitors.

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

The Excess applicable to Your Domestic Farm Buildings shown on Your Schedule will be increased by an additional \$400 for any loss, destruction or damage that occurs as a result of:

- a) vandalism or malicious acts by Your Tenant or their visitors
- b) Your Tenant leaving Your Domestic Farm Buildings before the end of the tenancy period of Your Rental Agreement or Periodic Rental Agreement
- c) Your Tenant ceasing to pay rent
- d) Your Tenant being evicted from Your Domestic Farm Building; or
- e) 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, destruction 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, destruction or damage, rent default or expenses covered under this optional cover.

## Additional benefits for domestic contents

The following additional benefits are available if You have selected this section and will be paid in addition to the sum insured unless stated otherwise in this section.

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

### 1. Alternative accommodation

If Your home becomes Uninhabitable after loss, destruction 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 also pay the costs of alternative accommodation for Your Pets.

The most We will pay for these costs is 20% of Your Domestic Contents sum insured, as shown on Your Schedule.

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

- a) You receive any payment for rent from another source; or
- b) You do not need to rent another property.

You are not entitled to payment under this additional benefit if You are entitled to payment under 'Additional benefits for domestic farm buildings' clause 1. 'Alternative temporary accommodation and loss of rent' for the same loss, destruction or damage to Domestic Farm Buildings.

### 2. Attendance of security firm

We will pay the reasonable costs You have to pay a security firm to attend Your Domestic Farm Buildings or home in response to Your monitored burglar alarm system being activated.

We will pay these costs following:

- a) a burglary; or
- b) an attempted burglary.

We will not pay these costs when there is:

- a) a false alarm; or
- b) no evidence of an attempted burglary.

The most We will pay under this additional benefit is \$2,500 any one claim.

### 3. Credit and transaction cards

If any of Your credit cards or financial transaction cards are misused 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 under this additional benefit in any one Period of Insurance to the financial institutions that issued them.

We will only provide cover under this additional benefit if You have complied with the terms on which the credit cards or financial institution cards were issued.

### 4. Domestic contents in a commercial storage facility

Cover under this section is extended to cover Your Domestic Contents for loss, destruction 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 under this additional benefit is the Domestic Contents sum insured as shown on Your Schedule.

We will not cover jewellery, money or negotiable documents under this additional benefit.

### 5. Domestic contents in transit

We will cover Your Domestic Contents for loss, destruction 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 provide cover under this additional benefit if there is a theft following violent or forcible entry to a locked vehicle or if loss, destruction or damage occurs as a result of fire, collision or overturning of the vehicle transporting Your Domestic Contents.

We will not cover loss, destruction or damage to glassware, crystal, crockery, mirrors or china caused by denting, scratching, chipping or bruising.

### 6. Electronic data

We will pay to reinstate data stored on computers, tablet computers, and mobile phones lost, destroyed or damaged as a result of an event for which cover is provided under this section up to a maximum of \$5,000.

### 7. 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 if You have selected 'Cover 2 Accidental damage'.

### 8. 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 any one Period of Insurance for the costs and expenses You incur to restore Your identity from its unauthorised use. The cover under this additional benefit is limited to:

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

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

- a) You, or Your collusion
- b) Your Family or their collusion
- c) an ex-partner
- d) someone who normally lives with You, or arises out of You or Your Family committing an illegal or dishonest act
- e) 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
- f) business interruption in relation to any business.

Claims are only payable under this additional benefit if:

- a) You are an Australian resident
- b) the identity fraud occurs within Australia; and
- c) all losses and expenses are incurred within Australia.

We do not:

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

## 9. Indexation of sum insured

If We agree to pay You for loss, destruction or damage to Your Domestic Contents, We will increase Your Domestic Contents 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 as shown on Your Schedule.

## 10. Money of guests, visitors or employees

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

## 11. 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 for Domestic Contents is the sum insured shown on Your Schedule.

We will only provide cover under this additional benefit for Your Domestic Contents at Your new situation for 45 days. This cover will commence from when You first start to move Your Domestic Contents to the new situation.

We do not provide cover under this additional benefit for Domestic Contents while they are being moved. You must tell Us about permanently moving Your Domestic Contents to a new situation within 45 days from the day You first start to move.

## 12. Property of employees

If employees doing domestic work for You at Your Domestic Farm Building or home bring their own possessions with them, We will regard those possessions as belonging to You. If these possessions are lost, destroyed or damaged by an event covered by this section, the most We will pay is \$5,000. We will not pay if these possessions are already insured under another policy held by someone other than You.

## 13. Property of guests or visitors

If guests, exchange students or visitors to Your Domestic Farm Building or home bring their own possessions with them, We will regard those possessions as belonging to You. If these possessions are lost, destroyed or damaged by an event covered by this section, the most We will pay for this additional benefit is \$10,000 any one claim. We will not pay if these possessions are already insured under another policy held by someone other than You.

## 14. Reinstatement of documents

We will pay to reinstate, reproduce or restore Your documents if they are lost, destroyed or damaged by an event covered by this section while contained in Your home or Domestic Farm Buildings or in a bank vault. This includes the cost to reinstate, reproduce or restore the information contained on the documents. The most We will pay under this additional benefit is \$2,500 any one claim.

## 15. Reinstatement of sum insured

The sum insured for Domestic Contents is reinstated to the amount shown in Your Schedule following a claim paid under this section without payment of an additional premium.

This does not apply when Your claim is for a total loss, and We pay You the sum insured, as Your cover for Domestic Contents will end then.

## 16. Removal and storage of contents

If Your home or Domestic Farm Building becomes Uninhabitable after loss, destruction or damage has occurred for which this section provides cover, We will pay the reasonable cost to remove and store Your Domestic Contents while Your home or Domestic Farm Buildings is being repaired. We will pay these reasonable costs for up to 12 months. We will also cover Your Domestic Contents while they are in storage.

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

## 17. Removal of debris

We will pay the reasonable costs of removing any Domestic Contents debris when loss, destruction or damage occurs for which this Policy provides cover. We will pay up to 20% of the Domestic Contents sum insured shown on Your Schedule any one claim.

## 18. Total loss

Notwithstanding additional benefit '15. Reinstatement of sum insured', if Your claim is for a total loss and We pay You the Domestic Contents sum insured, then temporary cover for Domestic Contents will be reinstated to \$5,000 to provide cover for replacement Domestic Contents. Cover under this additional benefit for Your Domestic Contents will end at the earlier of 3 months from the date of the loss, destruction or damage that caused the total loss or expiry of the Period of Insurance.

## 19. Water or liquid damage

Where We cover Your Domestic Contents for loss, destruction or damage caused by the escape of 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, destruction or damage to Your Domestic Contents.

## Additional benefits for domestic farm buildings and/or domestic contents

If You have cover for Your Domestic Farm Buildings or Domestic Contents or both, the following additional benefits are available and will be paid in addition to the sum insured unless stated otherwise in this section.

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

### 1. Chemical contamination

If Your Domestic Farm Buildings or Domestic Contents 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 additional benefit when:

- a) 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
- b) the Domestic Farm Building is rented to a Tenant and a valid Rental Agreement is in place, and
- c) You, or the person managing Your Domestic Farm Building has conducted regular inspections at the Situation in line with the Rental Agreement terms and conditions.

We will not pay if:

- a) there is not a valid Rental Agreement in place, or
- b) the manufacturing, storage or distribution of any controlled drug has not been reported to the police or relevant authority, or
- c) You, or the person managing Your Domestic Farm Building become aware that manufacturing, storage or distribution was occurring at the Situation and failed to act as soon as reasonably possible.

### 2. Compensation for injury expenses

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

- a) dies, or
- b) 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 \$25,000 to either:

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

The most We will pay for all claims under this additional benefit in any one Period of Insurance is \$25,000.

### 3. 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 counselling 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 (Cth).

### 4. Denial of access

If You cannot access Your Domestic Farm Buildings because of one of the following incidents:

- a) damage to a home, strata title property, road or street
- b) burst water main
- c) bomb threat or bomb damage
- d) street riot
- e) lift malfunction at the Situation (and You have a medical certificate stating You must use a lift); or
- f) 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 additional benefit is the accommodation costs for up to 60 days from the day access was denied. Cover stops when Your Domestic Farm Buildings become accessible.

However, We will not cover any costs:

- a) if You were not living in Your Domestic Farm Buildings at the time access is denied
- b) if You do not need to pay for temporary accommodation
- c) 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.

### 5. Extra cost of reinstatement

If this section covers Your Domestic Farm Buildings, and they are lost, destroyed or damaged as a result of an event covered under this section, and We agree to pay that claim, We will pay up to \$25,000 for the extra costs necessary to meet the requirement of any statutory authority in connection with the rebuilding or repairing Your Domestic Farm Buildings at the Situation.

If only part of Your Domestic Farm Building is lost, destroyed or damaged, We will pay only the extra costs You incur in repairing that part.

We do not pay any extra costs which resulted from any notice which a statutory authority served on You before Your Domestic Farm Buildings suffered loss, destruction or damage. This additional benefit shall not be payable in addition to the allowance for these costs provided under the section 'How we pay a claim for domestic farm buildings'.

## 6. Fire brigade costs

We will pay up to \$5,000 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.

## 7. 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 Schedule. We will only pay legal costs and expenses incurred with Our prior consent. The most We will pay under this additional benefit during any one Period of Insurance is \$10,000.

We will not pay legal costs and expenses relating to:

- a) spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes
- b) claims for death, bodily injury to, or disease of, any person
- c) 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
- d) any criminal charge or prosecution brought against You
- e) any road traffic or boating offence committed by You
- f) any matter arising out of an insurance cover required by legislation
- g) any matter arising out of Your trade, Business, profession or occupation
- h) any award of damages made against You; or
- i) penalties, fines or awards of aggravated, exemplary or punitive damages made against You.

## 8. 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 will consider the individual circumstances of Your claim in deciding which one We will do. We will also pay the reasonable and necessary costs if the key is lost.

## 9. Medical and domestic emergencies

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 2 nominated Family members to be with the hospitalised person. The most We will pay under this additional benefit is up to \$2,500 for Transportation and accommodation costs, for up to a maximum period of 14 days.

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 under this additional benefit is \$2,500 for Transportation.

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 under this additional benefit is \$2,500 for transportation.

## 10. Protection

We will pay reasonable expenses to protect Your Domestic Farm Buildings or Domestic Contents from further loss, destruction or damage following insured damage We have agreed to cover under the Policy.

## 11. 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 damage caused to Your Domestic Farm Buildings and/or Domestic Contents by storm 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 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 under this additional benefit but We will not pay unless the costs exceed \$500.

## 12. Tank water replacement

If You use water from Your water tank to protect Your Domestic Farm Buildings or its grounds against fire, We will pay the cost to replace that used tank water. The most We will pay under this additional benefit is \$2,000 any one claim.

## 13. Taxation audit

We will pay the fees that You must pay to an accountant when Your personal financial affairs are audited by the Australian Taxation Office (ATO).

You must advise Us of such an audit. We will only pay claims notified to Us during the Period of Insurance shown on Your Schedule. The most We will pay during any one Period of Insurance is \$10,000.

We will not pay claims for:

- a) any audit that relates to a criminal prosecution
- b) fees where the final assessment of Your taxable income for the period audited is 20% higher than Your original declaration
- c) fees for work performed outside the time limits allowed by the ATO; or
- d) any fines, penalties or adjustments of taxation.

## 14. Temporary protection

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

## 15. 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 under this additional benefit is \$1,500 any one Period of Insurance.

## 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 for Domestic Farm Buildings shown in Your Schedule will be increased by an additional \$750 for any claim for loss, destruction or damage to solar panels or wind turbines.

Where loss, destruction or damage is caused by a Named Cyclone the Excess applicable to Domestic Farm Buildings or Domestic Contents will be either \$2,500 or the higher Excess shown on Your Schedule where this has been selected or imposed.

When We pay a claim for loss, destruction or damage of Domestic Farm Buildings and Domestic Contents, the Excess shown on Your Schedule, and any additional Excess indicated in this section, will only be deducted from the amount of Your claim once for all claims from the same event. When a claim is paid under only 'Additional benefits for domestic farm buildings', or 'Additional benefits for domestic contents' or 'Additional benefits for 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 benefits for domestic farm buildings', or 'Additional benefits for domestic contents' or 'Additional benefits for domestic farm buildings and/or domestic contents', which are paid in addition to the sum insured for Domestic Farm Buildings and/or Domestic Contents, subject to any monetary limit applicable under these additional benefits.

### How we pay a claim for domestic farm buildings

When loss, destruction or damage occurs to Your Domestic Farm Buildings, We will pay the cost of rebuilding Your Domestic Farm 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 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 Domestic Farm Buildings. We will not pay these further costs to comply with these bylaws if You were required to comply with these bylaws, and had not done so, before the loss, destruction or damage occurred.

Rebuilding or repairing Your Domestic Farm Buildings must commence within 6 months of the damage or loss, destruction or damage occurring, otherwise We will not pay any additional costs caused by any delay caused by You or any builder or supplier You engage or appoint for the repair or rebuilding work.

If the building or repairing of Your Domestic Farm Buildings does not commence within 6 months We will either:

- a) reinstate or repair the Domestic Farm Buildings to the condition they were in just before the loss, destruction or damage occurred; or
- b) pay You the cost of reinstating or repairing the Domestic Farm Buildings to the condition they were in just before the loss, destruction or damage occurred; or
- c) pay You the value of the Domestic Farm Buildings. We will base this on the value just before the loss, destruction or damage occurred, taking into consideration condition, age and state of repair; or
- d) 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' means 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.

Our choice of the option in how We pay Your claim for Domestic Farm Buildings will have regard to the circumstances of Your claim and consider any preference You may have.

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 loss, destruction or 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 Domestic Farm Buildings.

We will make a fair and reasonable attempt to match new materials to undamaged parts, using the closest match available. If You are not satisfied with the closest match:

- a) You are able to pay the extra cost of repairing undamaged areas to achieve a matching appearance, or
- b) We will cash settle what it would have cost Us to repair the damaged area.

If the loss, destruction or 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 loss, destruction or damage occurs to any Domestic Contents item We will either:

- a) replace the Domestic Contents with the nearest equivalent new property; or
- b) repair the Domestic Contents to the condition it was in when new; or
- c) pay You the cost of replacement or repair.

Our choice of the option in how We pay Your claim for Domestic Contents will have regard to the circumstances of Your claim and consider any preference You may have.

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

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

We will make a fair and reasonable attempt to match new materials to undamaged parts of Domestic Contents, using the closest match available. If You are not satisfied with the closest match:

- a) You are able to pay the extra cost of repairing undamaged Domestic Contents to achieve a matching appearance, or
- b) We will cash settle what it would have cost Us to repair the damaged Domestic Contents.

Where You make a claim in relation to a Domestic Contents item which forms part of a pair, set, system or collection We will:

- a) pay the value of that one item, and We will not pay more than the value of that lost, destroyed or damaged item as a proportion of the combined pair, set, system or collection, or
- b) if the entire pair, set, system or collection is completely inoperable because of the loss, destruction or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair, set, system or collection to make it operational), We will either pay You the cost to replace the entire pair, set, system or collection or replace the entire pair, set, system or collection. For example, where one hearing aid is damaged, 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 which causes Property Damage or Personal Injury from any of the circumstances covered by this section. If We agree to accept a claim, We will also pay any legal costs You have to pay, including costs awarded against You, in respect of that claim.

### When we will pay

1. If Your Policy covers Your Domestic Farm Buildings, We will cover You against any claim for compensation which You become legally liable to pay for:
  - a) Personal Injury, or
  - b) Property Damage,resulting from an Occurrence during the Period of Insurance arising out of the ownership or occupancy of Your Domestic Farm Building.

For this liability cover only, Your Domestic Farm Buildings include land, trees, shrubs and other plant life.
2. If Your Policy covers Your Domestic Contents and You live in a rented building, We will cover You against any claim for compensation which You become legally liable to pay for:
  - a) Personal Injury, or
  - b) Property Damage,resulting from an Occurrence during the Period of Insurance arising out of the ownership of Your Domestic Contents or occupancy of the rented building.
3. If Your Policy covers Your Domestic Contents and You own part of a building that has been subdivided, and is not insured as a Domestic Farm Building under this Policy, We will cover You against any claim for compensation which You become legally liable to pay for:
  - a) Personal Injury, or
  - b) Property Damage,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.
4. If Your Policy covers Your Domestic Contents, We will also cover You against any claim for compensation which You become legally liable to pay for:
  - a) Personal Injury, or
  - b) Property Damage,resulting from an Occurrence during the Period of Insurance that happens:
  - a) anywhere in Australia
  - b) in connection with Your position as a committee member of a sporting or social club, or community organisation. We will not provide cover under this section if You receive more than \$1,000 per year for holding the position
  - c) arising from the use of watercraft that are less than 4 metres long and are either unpowered, or powered by a motor of less than 10hp, but does not include jet skis, or
  - d) anywhere in the world.

## Definitions

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.

**Occurrence** means:

- a) a single incident that is not intended or expected; or
- b) a series of incidents or continuous or repeated exposure to substantially the same general conditions which:
  - i. are not intended or expected; and
  - ii. have the same cause; or
  - iii. are attributable to the same source; and
  - iv. occurs during the Period of Insurance.

We regard all Personal Injury or Property Damage arising from one original source or cause as one Occurrence.

**Personal Injury** means:

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

**Property Damage** means physical damage to or destruction of tangible property and resulting loss of its use. Property Damage 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.

## Limit of your liability cover

The most We will cover for any liability claim under this section 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 benefits for liability

If You have cover for Your Domestic Farm Buildings or Domestic Contents or both, the following additional benefits are available and are included in the limit of liability available under this section.

If You have insured Your Domestic Farm Buildings and Domestic Contents these additional benefits are only available once and do not increase the limit of liability available under this section, unless stated otherwise.

## 1. Motor vehicle liability

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

- a) Personal Injury, or
- b) Property Damage,

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

- a) motorcycles up to 250cc capacity
- b) mobility scooters
- c) golf buggies
- d) ride-on mowers
- e) any motorised wheelchair, or
- f) any domestic trailer not attached to any vehicle.

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

- a) 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 Personal Injury occurs during the Period of Insurance, or
- b) Personal Injury to any person arising from Your ownership, custody, or use of any registered vehicle if the Occurrence takes place at the Situation and occurs during the Period of Insurance.

We do not provide cover under this additional benefit if You:

- a) 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
- b) are entitled to be wholly or partly protected by any other policy of insurance which specifically covers compulsory third party motor vehicle liability, or
- c) while any vehicle is used for competitive racing or pacemaking.

## 2. Expenses incurred in attending court

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

For the purpose of this additional benefit, If You are:

- a) 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; or
- b) 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 12 months immediately preceding Our request or such shorter period during which You have been so engaged. You may be required to provide documentation, records, correspondence or other information that We request in support of any claim for loss of Income. If You are unable to provide the requested documentation, records, correspondence or other information, this may result in a reduction or denial of Your claim.

### 3. Committee member acts or omissions

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

The claim must be made against You and notified to Us within the Period of Insurance. The most We will pay under this additional benefit, including legal costs, during any one Period of Insurance is \$10,000.

### 4. Total loss – domestic farm buildings

If Your Domestic Farm Buildings are a total loss, We will continue liability cover under this liability section for any claim for compensation which You may become legally liable to pay for Personal Injury or Property Damage resulting from an Occurrence and arising out of Your ownership or occupancy of the Domestic Farm Buildings for up to 6 months from the date Your Domestic Farm Buildings were destroyed.

This cover will stop immediately if:

- a) construction commences at the Situation
- b) You sell the land; or
- c) 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:

### 1. Vehicles

- a) use of a motor vehicle, motorcycle, mini-bike, aircraft or watercraft, other than as provided under 'Additional benefits for liability' clause 1. 'Motor vehicle liability'.
- b) use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle.

### 2. Penalties

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

### 3. Family members

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

### 4. Employees

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

### 5. Family property

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

### 6. Employee property

Property Damage to property that belongs to any person You employ and that Property Damage arises from their employment with You.

### 7. Building alterations and repairs

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

### 8. Libel or slander

the publication or utterance of a libel or slander:

- a) made before the commencement of the Period of Insurance
- b) made by You or at Your direction with the knowledge of its falsity
- c) related to publishing, advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

### 9. Agreements or contracts

any agreement or contract You enter into, other than a lease agreement for Your residential tenancy, or if You would have been liable in the absence of the agreement or contract.

### 10. Asbestos products

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

### 11. Illegal activities

gaining a personal profit or advantage that is illegal.

### 12. Conflict of interest

a conflict of duty or interest.

### 13. Acts or omissions

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

### 14. Reimbursable losses

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

### 15. Business, profession, trade or occupation

any business, profession, trade or occupation carried on by You other than as 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.

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

## 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 that occurs within Australia or New Zealand.

We will also pay if the Accidental Damage happens anywhere else in the world but cover is limited to a period of 180 consecutive days and starts from the time You leave Australia.

### When we will not pay

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

- a) rust corrosion, gradual deterioration, depreciation, wear or tear
- b) a defect in the item
- c) rats, mice or insects
- d) processes of cleaning involving the use of chemicals other than domestic household chemicals
- e) mechanical, structural, electrical, hydraulic or electronic breakdown or failure, unless the breakdown or failure results in Accidental Damage to the Valuable Items, other than the item or component that suffered the breakdown or failure. This exclusion does not apply to an electric motor burning out.

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

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

When Accidental Damage occurs to Valuable Items, We will either:

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

Our choice of the option in how We pay Your claim for Valuable Items will have regard to the circumstances of Your claim and consider any preference You may have.

When a Valuable Item is part of a pair, set, system or collection, We will:

- a) pay the value of that Valuable Item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair, set, system or collection, or
- b) if the entire pair, set, system or collection is completely inoperable because of the loss, destruction or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair, set, system or collection to make it operational), We will either pay You the cost to replace the entire pair, set, system or collection or replace the entire pair, set, system or collection. For example, where one hearing aid is damaged, We will pay for the cost of replacing both hearing aids.

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

### Limit for valuable items

The most We will pay for any one item, pair, set, collection or system is \$20,000 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 specified Valuable Items. To do this You must advise Us and if We accept cover for these specified Valuable Items, the items will be shown 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.

If You have selected this section, 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 or territory.

Please refer to 'Who is the insurer?' in the Important Information section of the Policy.

## Exclusions applicable to Section 1

The following additional exclusions apply to all sections under Section 1 Domestic Buildings and Domestic Contents but do not apply to the Workers' Compensation section.

### Cyber and electronic data

We will not pay for loss, destruction or damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by:

- a) errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
- b) any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to loss, destruction or damage directly caused by an incident or event We cover You for under this section, except if caused by vandalism or a malicious act. For example, We will not cover You if Your Domestic Farm Building's security system cannot be used because of a cyber attack, but We will cover You for loss, destruction or damage from theft from Your Domestic Farm Building as covered under this section after Your Domestic Farm Building's security system is impacted by a cyber attack.

## Data loss

We will not pay for loss, destruction or damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of the data.

## Communicable diseases

We do not cover loss, destruction or damage, injury or death arising from or directly or indirectly caused by, contributed to by, resulting from or in connection with a Communicable Disease, or the fear or threat (whether actual or perceived) of a Communicable Disease.

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

# Section 2 Farm Property

## What is insured

The property set out on Your Schedule is insured against loss, destruction or damage by perils covered under this section during the Period of Insurance. It is insured only if You own, or are liable for, the property.

## The insurance cover you select

When You take out Your Policy You have a choice of 'Cover 1 Listed events' or 'Cover 2 Accidental damage'. Your Schedule will show which one You have selected as either 'Cover 1 – Listed events' or 'Cover 2 – Accidental damage'.

## Definitions

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

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

**Farm Contents** means:

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

But does not mean:

- a) Domestic Contents or Valuable Items as defined in Section 1 Domestic Buildings and Domestic Contents
- b) Farm Improvements or Specified Farm Improvements
- c) 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
- d) Livestock that are not permanently kept inside Farm Buildings
- e) beehives
- f) Hay, Grain and Fencing (as defined in Section 5 Hay, Grain, Fencing, Livestock and Farm Trees) and fencing materials or portable fencing

- g) aircraft or watercraft
- h) dams, plants, trees or crops of any kind
- i) Farm Machinery as defined in Section 3 Farm Machinery and Working Dogs
- j) semen, embryos or their ampoules or straws except when in a purpose built container.

**Farm Improvements** means:

- a) structures that are above ground and used in the Business, including the Farm Contents contained in these structures. This includes, but is not limited to, water and fuel tanks, freestanding Silos, bore pumps and windmills
- b) 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
- c) fixed plant that are above ground and used in the Business
- d) power poles and the overhead wiring between the power poles, owned by You or for which You are liable
- e) fixed free standing solar panels or wind turbines not attached to Farm Buildings as well as the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes
- f) any bridges, overpass, underpass, crossing, tunnel or channel
- g) structures that are not permanently installed including mobile buildings used for the purpose of the Business carried on at the Situation.

But does not mean:

- a) Farm Buildings, Farm Contents, Unspecified Farm Buildings or Specified Farm Improvements as defined in this section
- b) Farm Machinery as defined in Section 3 Farm Machinery and Working Dogs
- c) aircraft or watercraft
- d) plants, trees or crops in the open air
- e) dams
- f) Fencing as defined in Section 5 Hay, Grain, Fencing, Livestock and Farm Trees and fencing materials or portable fencing.

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

**General Property** means the property listed on Your Schedule as 'General Property' under this section of the Policy.

**Livestock** means any type of farm animal other than a Pet (as defined in Section 1 Domestic Buildings and Domestic Contents) or Working Dogs (as defined in Section 3 Farm Buildings and Working Dogs).

**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 Farm Improvement items that are shown on Your Schedule as 'Specified Farm Improvements'.

**Specified Items** means items that are shown on Your Schedule as 'Specified Items' and includes, but is not limited to:

- a) mobile phones, CB or UHF radios, GPS units, computers, and office and surgery equipment
- b) semen, embryos or their ampoules or straws, but only when in a purpose built container.

Cover provided for Specified Items is anywhere in Australia.

**Unspecified Farm Buildings** means those Farm Buildings that are not specified on Your Schedule including any Farm Contents contained in the Unspecified Farm Building. We will show these as 'Unspecified Farm Buildings' on Your Schedule and We will cover these anywhere at the Situation. The most We will pay for Unspecified Farm Buildings is \$10,000 any one claim.

**Unspecified Farm Improvements** means any Farm Improvement items that are not shown on your Schedule as 'Farm Improvements'.

## Cover 1 Listed events

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

- a) fire or explosion
- b) lightning or thunderbolt
- c) earthquake, subterranean fire, volcanic eruption or tsunami
- d) malicious damage, including vandalism, other than damage caused by You or anyone who permanently or temporarily lives with You
- e) Accidental Damage not otherwise excluded by this section, up to a maximum of \$10,000 any one claim
- f) liquid that escapes from:
  - i. a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain
  - ii. a bath, basin, shower, sink, toilet or tiled floor that has drainage holes
  - iii. a washing machine or dishwasher
- g) accidental breakage of glass
 

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. This cover applies when the item is fractured or chipped through its entire thickness.
- h) riots, civil commotions, industrial or political disturbances
- i) impact by an aircraft, spacecraft, satellite or meteorite, or anything dropped from them

- j) 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

- k) impact by a falling television or radio antenna, mast or dish
- l) impact by a falling building, structure or part thereof
- m) 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.
- n) impact by vehicles or watercraft
- o) 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:

- i. through an opening made for any building renovation or repair work to Farm Buildings and/or Unspecified Farm Buildings
- ii. 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, destruction 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)
- iii. caused directly or indirectly by steam, condensation or oxidation
- iv. to Farm Property in the open air unless such Farm Property is designed to function without the protection of walls or a roof
- v. to cloth, liners, covers, mesh, netting and the like which are used to provide shade or protection from weather, birds and/or animals. This includes, but is not limited to, shade cloth, frost netting, dam liners, dam covers and bird netting.

We do not provide cover for loss, destruction or damage by Flood.

- p) landslide or subsidence if it occurs within 72 hours of the cessation of the following events and is contributed to or caused by one of these events:
  - i. storm, tempest, rainwater or wind
  - ii. earthquake, subterranean fire, or volcanic eruption
  - iii. explosion
  - iv. 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 while at the Situation, including that caused by:

- a) landslide or subsidence if it occurs within 72 hours of cessation of the following events and is contributed to or caused by one of these events:
  - i. storm, tempest, rainwater or wind
  - ii. earthquake, subterranean fire, or volcanic eruption
  - iii. explosion
  - iv. 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.

- b) 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:

- i. through an opening made for any building renovation or repair work to Farm Buildings and/or Unspecified Farm Buildings
- ii. 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, destruction 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)
- iii. caused directly or indirectly by steam, condensation or oxidation
- iv. to Farm Property in the open air unless such Farm Property is designed to function without the protection of walls or a roof
- v. to cloth, liners, covers, mesh, netting and the like which are used to provide shade or protection from weather, birds and/or animals. This includes, but is not limited to, shade cloth, frost netting, dam liners, dam covers and bird netting.

We do not provide cover for loss, destruction or damage by Flood.

We will not cover Your Farm Property for Accidental Damage caused by or arising from:

- a) movement of earth settlement, shrinkage, vibration or expansion in Farm Buildings, foundations, walls or pavements unless loss, destruction or damage occurs within 72 hours of the cessation of the following events and is contributed to or caused by one of these events:
  - i. storm, tempest, rainwater or wind
  - ii. earthquake, subterranean fire, or volcanic eruption
  - iii. explosion
  - iv. liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.
- b) the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair

- c) Flood
- d) rust, corrosion, oxidation, gradual deterioration, wear or tear, fading, scratching or marring, developing flaws, normal maintenance or repair
- e) contamination or pollution
- f) insects, termites, vermin, mildew, mould, wet or dry rot, change of colour, dampness, variations in temperature, evaporation, change in flavour, texture or finish, smut, soot, or smoke from industrial operations or failure to monitor coolant or liquid nitrogen levels, unless loss, destruction or damage is directly caused by a covered event

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'

- g) roots from trees, plants, shrubs or grass
- h) any process of cleaning involving the use of chemicals, other than domestic household chemicals
- i) any 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, destruction 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)

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'.

- j) theft
- k) any deliberate or intentional loss, destruction or damage that is done by You, or by people under Your direction or control
- l) 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'
- m) 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

- n) 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

- o) demolition ordered by any government authority
- p) incorrect siting of Farm Property
- q) testing, intentional overloading or experiments of any kind
- r) 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'

- s) the failure of any water, gas, electric or fuel supply
- t) 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 benefits for farm buildings, farm contents and farm improvements

The following additional benefits are available if You have selected this section and are paid in addition to the sum insured, unless shown otherwise in this section. We will pay these on the basis of the cover You have selected, i.e. 'Cover 1 Listed events' or 'Cover 2 Accidental damage' unless shown otherwise in this section.

### 1. Alterations and additions

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

We will not pay under this additional benefit more than the lesser of 10% of the total sum insured on Farm Buildings or \$100,000.

### 2. Australia-wide coverage

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

Your Farm Contents or Specified Items are not insured if they:

- a) are on the way to, from, or in storage
- b) are in transit during a permanent removal
- c) 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:

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

### 3. Building materials

If this section covers Farm Buildings at Your Situation, We will pay up to \$2,000 any one Period of Insurance if Your unfixed farm building materials are lost destroyed 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 Farm Buildings at the Situation.

We do not cover:

- a) soil, sand, gravel, bark mulch or any similar materials
- b) any plant or Farm Machinery (as defined in Section 3 Farm Machinery and Working Dogs) intended to be permanently built, constructed or installed in or on Your Farm Buildings, unless they are in a locked and fully enclosed part of a Farm Building where those items are not visible from the outside of the building.

#### 4. Demolition and removal of debris

We will pay the reasonable costs of demolishing and removing any Farm Property debris when loss, destruction or damage occurs for which this Policy provides cover. The most We will pay under this additional benefit is up to 20% of the sum insured for the Farm Buildings and/or Farm Contents shown on Your Schedule or \$25,000 whichever is the greater.

#### 5. Deterioration of sugar cane

We will pay for the deterioration of sugar cane at the Situation occurring during the Period of Insurance as a direct result of failure to transport, or a delay in transporting, Your harvested sugar cane from the Situation to the sugar mill for processing as a result of the road or cane rail in the vicinity of the Situation becoming impassable because of any of the following events;

- a) fire, lightning, thunderbolt or explosion
- b) storm, rainwater or wind
- c) landside or subsidence
- d) loss or damage to the conveying vehicle due to fire, Flood, collision or overturning at the Situation.

The amount We pay for this additional benefit will be the average value of the sugar cane had it been delivered to the sugar mill for processing. If the tonnage and Commercial Cane Sugar (CCS) are not able to be determined, then the amount We will pay will be the average tonnage and average CCS for the last 5 harvesting days prior to the claim. We will pay up to \$5,000 under this additional benefit during any one Period of Insurance.

#### 6. 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 and extend cover applicable under this section to that property. We will pay only if the loss, destruction or damage occurs when these employees are engaged in the Business. We will pay on the basis of 'Cover 1 Listed events'. The most We will pay under this additional benefit if these possessions are lost, destroyed or damaged is \$5,000 for any one employee, limited to \$10,000 any one claim.

#### 7. 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 under 'Cover 1 Listed events' up to a maximum limit of \$10,000 any one Period of Insurance and only provided up until the construction is completed and when the Farm Building being constructed is not otherwise insured by another policy entered into by a third party or by a policy required by law. Claims are subject to the Excess noted on the Schedule.

#### 8. Farm produce deterioration

We will pay for deterioration of Your farm produce at the Situation 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 Situation due to a road or railway in the vicinity of the Situation 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 deterioration of Your farm produce.

#### 9. Fire extinguishment and prevention costs

We will pay the reasonable and necessary costs to:

- a) extinguish a fire at, or in the vicinity of, the Farm Property insured at the Situation
- b) prevent or reduce loss, destruction or damage to the Farm Property insured at the Situation
- c) gain access after the loss, destruction or damage has occurred to the Farm Property insured at the Situation
- d) 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 this additional benefit, and any entitlement to such costs under Section 1 Domestic Farm Buildings and Domestic Contents, Section 3 Farm Machinery and Working Dogs and Section 5 Hay, Grain, Fencing, Livestock and Farm Trees combined, is \$10,000 any one claim.

#### 10. Fusion of an electric motor

In the event of Fusion of an electric motor in an item of Farm Property insured at the Situation, We will pay up to \$550 for the cost of rewinding, or at Our option, replacing the motor. Our choice will have regard to the circumstances of Your Claim and consider any preference You may have.

For the purpose of this additional benefit, '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.

#### 11. Government fees

We will pay any fee, contribution or other impost to any other government or statutory authority where payment of the fee, contribution or impost is necessary to obtain consent to reinstate any Farm Buildings covered under this section. We will not be liable for payment of any fines and/or penalties imposed upon You by any such authorities.

The most We will pay under this additional benefit is the greater of 10% of the sum insured for the damaged Farm Buildings shown on Your Schedule, or \$25,000 any one claim.

#### 12. Hay or grain in transit

If You have insured Farm Contents under this section We will pay for loss, destruction 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 under this additional benefit is \$1,000 during the Period of Insurance.

### 13. Increased cost of working

We will pay the reasonable costs You incur to maintain Your usual Business at the Situation as a consequence of loss, destruction or damage to Farm Property, Livestock or Farm Machinery, but only if We have paid a claim under this Policy for loss, destruction or damage to:

- a) Farm Buildings or Farm Contents
- b) any motor vehicle You insure under a CGU Farm Motor Vehicle Policy provided they are insured for 'Comprehensive Cover', or 'Fire and Theft Cover' as the terms of those covers are defined under the CGU Farm Motor policy
- c) Farm Machinery (as defined covered under Section 3 Farm Machinery and Working Dogs or Section 4 Theft)
- d) any Livestock agisted at the Situation when it died and for which We would have paid for the loss if You owned the Livestock and had insured it under Section 5 Hay, Grain Fencing, Livestock and Farm Trees, or
- e) 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 under this additional benefit in total is \$30,000 any one claim.

We will not pay under this additional benefit for:

- a) a cost insured under another part of this Policy
- b) 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
- c) a loss, expense or cost arising from inadequate insurance of Farm Property or Farm Machinery under this Policy or under any other section or insurance policy providing cover for Farm Property or Farm Machinery
- d) an Excess imposed under this section, another section of this Policy or any other insurance policy
- e) wear, tear, depreciation or betterment
- f) any costs you incur more than 12 months after the date of the loss, destruction or damage.

### 14. 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 under this additional benefit is up to:

- a) 20% of the sum insured for the Farm Buildings shown on Your Schedule, or
- b) \$5,000,

whichever is the greater.

### 15. Neighbours fire fighting equipment

We will pay up to \$10,000 to replenish fire fighting equipment belonging to Your neighbour which is lost, destroyed or damaged while fighting a fire at Your Situation.

### 16. New premises – temporary cover

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

- a) this temporary cover period is limited to the lesser of the following:
  - i. 60 days from the date You acquire or commence using the new situation, or
  - ii. the expiry date of the current Period of Insurance, or
  - iii. the date on which the Farm Property ceases to belong to You
- b) the Farm Property is used for the Business as described on the Schedule
- c) the Farm Property and Farm Buildings construction is a similar type to that already covered under this section and shown on Your Schedule
- d) You provide to Us full details of the new situation within 60 days of the commencement of this temporary cover. If We agree to continue the cover You may be required to pay an additional premium to reflect an increased risk.

The most We will pay under this additional benefit is 20% of the highest sum insured shown on the Schedule for each item of Farm Property.

### 17. Newly constructed buildings

We will automatically include from their completion, newly constructed Farm Buildings, for a period of 30 days or until expiry of the Period of Insurance whichever is the sooner. The most We will pay under this additional benefit is the lesser of \$200,000 or the replacement cost of the Farm Buildings. If cover is required to continue on the new Farm Buildings beyond this initial 30 day period, You must notify Us in writing within the 30 days and may be required to pay any additional premium to reflect an increased risk.

### 18. Professional fees

We will pay the reasonable professional fees incurred to rebuild or repair Your Farm Buildings, Farm Contents and Farm Improvements following loss, destruction or damage covered by this section. You must obtain Our agreement in writing before incurring such costs (such agreement will not be unreasonably withheld).

The most We will pay under this additional benefit any one claim is:

- a) the greater of 20% of the sum insured for the damaged Farm Building shown on Your Schedule, or \$15,000, or
- b) any higher amount shown on Your Schedule for 'Professional Fees'.

### 19. Reinstatement of documents

We will pay to reinstate, reproduce or restore Your documents if they are lost, destroyed or damaged as a result of an insured event while contained at Your Situation. This includes the information contained on the documents. The most We will pay under this additional benefit is \$10,000 any one claim.



## 20. Reinstatement of the sum insured

Following payment of a claim, We will reinstate the sum insured for the damaged Farm Property to 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 Property ends.

## 21. Seasonal increase

During any one Period of Insurance, We will increase the sum insured for Farm Contents by 20% for a period of 3 consecutive months, for the period shown on Your Schedule. If no period is shown on Your Schedule, We will increase the sum insured for Farm Contents over the 3 months of summer (December, January and February) in Australia.

## 22. Shelter belts

We will pay for loss, destruction 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 additional benefit is \$4,000.

## 23. 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 following loss, destruction or damage covered by this section. We will not pay any costs which resulted from any notice which a statutory authority served on You before the loss, destruction or damage to Your Farm Buildings occurred. The amount payable under this additional benefit is limited to the lesser of:

- a) the balance of the sum insured for Farm Buildings shown on Your Schedule, until it is exhausted, or
- b) \$25,000.

## 24. Sum insured indexation

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

## 25. Taxation and superannuation audit

We will pay up to \$7,000 under this additional benefit in any one Period of Insurance towards professional fees You reasonably and necessarily incur in connection with a tax audit of Your Business by the Australian Taxation Office (ATO) if the tax audit begins within the Period of Insurance but not within the first 3 months of the first time You take out this Policy with Us. There is no exclusion of cover for such audits in the first 3 months of the Period of Insurance for each subsequent renewal of the Policy.

We will not pay for professional fees You incur under this additional benefit in connection with:

- a) work carried out more than 6 months after the date on which the tax audit began
- b) returns not prepared by a lawyer, an accountant or a registered tax agent

- c) Your unreasonable refusal to comply with a request by the ATO for information or the production of documents
- d) a dispute over a tax, penalty, levy, cost, interest or fine imposed on You
- e) a dispute with a professional adviser You have engaged
- f) Your personal taxation affairs
- 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 as soon as reasonably possible 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:

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

## 26. 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 under this additional benefit is \$5,000 any one claim.

## 27. 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 Your Schedule, any one Period of Insurance.

## 28. Water or liquid damage

We will cover Your Farm Buildings and Farm Contents for loss, destruction or damage caused by the escape of 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, destruction or damage to Your Farm Buildings or Farm Contents.

## Optional cover for 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 optional cover unless We indicate otherwise.

We will cover You for Accidental Damage including physical loss, destruction 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:

- a) pay You the replacement cost of the General Property at the time of loss, destruction or damage
- b) repair the General Property to a condition equal to but not better or more extensive than its condition when new, or
- c) 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
- d) 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.

Our choice of the option in how We pay Your claim for General Property will have regard to the circumstances of Your claim and consider any preference You may have.

### When we will not pay

We will not pay claims for:

- a) loss, destruction or damage to General Property or beehives under this optional cover which are being constructed, erected, altered, manufactured, cleaned or repaired
- b) loss, destruction or damage to General Property caused by mechanical, electrical, hydraulic or electronic breakdown.
- c) loss, destruction or damage to General Property which is semen or embryos or their ampoules or straws caused or contributed to by the General Property not being in a purpose built container which is adequately refrigerated or maintained in accordance with the manufacturers instructions
- d) loss, destruction 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, 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)
- e) insects or vermin including but not limited to rats, mice, rabbits possums and birds
- f) faulty materials or faulty workmanship
- g) mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any nature which causes a rise in temperature within a purpose built container directly caused by a failure to maintain the supply of liquid nitrogen to that container

- h) fraud or theft by an employee, or employees acting in collusion
- i) loss, destruction or damage caused by storm, tempest, rainwater, snow, sleet, wind, hail to any of the following:
  - i. General Property unless that General Property is designed to function unaffected without the protection of walls or roof
  - ii. beehives.
- j) General Property not being used by You in accordance with the manufacturer's instructions if the misuse caused or contributed to loss, destruction or damage
- k) any legal liability of whatsoever nature
- l) consequential loss of any kind. This means We will not pay for direct or indirect financial or economic loss, for example, loss of use or enjoyment, loss of profits or depreciation
- m) unexplained inventory shortages or disappearances resulting from clerical or accounting errors, or shortage in the supply or delivery of materials to or from You
- n) trickery
- o) testing, intentional overloading or experiments of any kind
- p) inherent defect, inherent vice or latent defect
- q) theft of General Property unless the General Property was stolen:
  - i. from a vehicle that was securely locked at the time the theft occurred, or
  - ii. whilst located inside a building and the theft was consequent upon forcible and violent entry or exit from the building.
- r) theft or any attempted theft, or any act of fraud or dishonesty committed by any:
  - i. members of Your Family, or
  - ii. person or persons in Your service, other than loss, 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.

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

# 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:

- a) \$750 for any claim for loss, destruction or damage to solar panels or wind turbines
- b) \$250 for any claim for loss, destruction or damage to any mobile GPS systems whilst in use in or on farm vehicles unless it is insured under 'Optional cover for farm property' 'General property'.

Where loss, destruction or damage is caused by a Named Cyclone the Excess applicable will be either \$2,500 or any higher Excess that has been selected or imposed as shown on Your Schedule.

When We pay a claim for loss destruction or damage to Farm Property, the Excess shown on Your Schedule, and any additional Excess indicated above, will only be applied once to all claims arising from the same event.

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

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

- a) reinstate or repair the Farm Buildings and/or Unspecified Farm Buildings to the condition they were in just before the loss, destruction or damage occurred, or
- b) 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 loss, destruction or damage occurred, or
- c) pay You the value of the Farm Buildings and/or Unspecified Farm Buildings just before the loss, destruction or damage occurred. We will reduce this payment by the value of the Farm Buildings and/ or Unspecified Farm Buildings after the loss, destruction or damage occurred
- d) if foundations are not destroyed following an occurrence and any government or statutory authority requires reinstatement of the Farm Buildings and/or Unspecified Farm Buildings 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 by an estimation of the value or potential utility of the abandoned foundations to any future purchasers.

Our choice of option in how We pay Your claim for Farm Buildings or Unspecified Farm Buildings will have regard to the circumstances of Your claim and consider any preference You may have.

If 'Replacement cost' is shown on Your Schedule for Farm Buildings, 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 or Unspecified Farm Buildings to comply with government or local authority bylaws. We will not pay more than \$25,000 or until the sum insured for Farm Buildings shown on Your Schedule is exhausted. 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 not pay these additional costs to comply with these bylaws if You were required to comply with them, and had not done so, before the loss, destruction or damage occurred.

Unless We agree otherwise, rebuilding or repairing Your Farm Buildings of Unspecified Farm Buildings must commence within 6 months of the loss, destruction or damage occurring, otherwise We will not pay any additional costs caused by any delay caused by You or any builder or supplier You engage or appoint for the repair or rebuilding work. If rebuilding or repair does not commence within 6 months, We will settle Your claim on the basis of cover under clause c) of this section.

In undertaking rebuilding or repair to Farm Buildings or Unspecified Farm Buildings, We will make fair and reasonable attempt to match new materials to undamaged parts of the Farm Buildings or Unspecified Farm Buildings, using the closest match available. If You are not satisfied with the closest match:

- a) You are able to pay the extra cost of repairing undamaged areas to achieve a matching appearance, or
- b) We will cash settle what it would have cost Us to repair or rebuild the damaged area of the Farm Buildings or Unspecified Farm Buildings.

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 or Unspecified Farm Buildings but 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 loss, destruction or damage occurs to Farm Contents and/or Specified Items, We will pay up to the Farm Contents or Specified Items sums insured as shown on Your Schedule (inclusive of GST). We will either:

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

Our choice of the option in how We pay Your claim for Farm Contents or Specified Items will have regard to the circumstances of Your claim and consider any preference You may have.

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

When loss, destruction or damage occurs to growing crops in Farm Buildings or Livestock permanently kept in Farm Buildings, We will pay the Market Value of the growing crops or Livestock at the time of the loss, destruction or damage. For the purpose of this clause, Market Value is the saleable value of the growing crop or Livestock at the time of loss, destruction or damage.

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

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

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

Our choice of the option in how We pay Your claim for Specified Farm Improvements will have regard to the circumstances of Your claim and consider any preference You may have.

### How we pay a claim for farm improvements

When loss, destruction or damage occurs to Farm Improvements, We will either:

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

Our choice of the option in how We pay Your claim for Farm Improvements will have regard to the circumstances of Your claim and consider any preference You may have.

We will not pay any costs to demolish, reinstate or repair any above ground property that may be required, following loss, destruction or damage 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 for Farm Property 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 lost, destroyed or damaged by a peril covered under this section during the Period of Insurance. 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 under the heading 'Cover' 'Listed events'.

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

### Definitions

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** means the same cover as provided for under Section 2 Farm Property 'Cover 2 Accidental damage' of this Policy including the limitations, exclusions and other terms applicable to the cover under that cover section.

The events and/or damage listed under 'When We will not pay' in this section are also not covered under this Accidental Damage cover.

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

**Farm Machinery** means any:

- a) agricultural machinery or plant, towed implements or mobile bins used in the Business
- b) self-propelled machinery or vehicle which is not normally registered for on road use and used in connection with Your Business
- c) motorcycles, mini-bikes, three or four wheel motorbikes, or trailers used in the Business
- d) vehicle accessories used in connection with Farm Machinery including, but not limited to, navigational equipment

but Farm Machinery does not mean registered automobiles, utilities, trucks, caravans or road motorcycles or these units when required to be registered.

**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 3 months and 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 \$10,000 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 events listed below while they are at the Situation and anywhere in Australia.

There must be loss, destruction or damage from one of these events to the Farm Machinery or Unspecified Farm Machinery for You to make a claim. The listed events are:

- a) fire or explosion
- b) lightning or thunderbolt
- c) earthquake or tsunami
- d) theft
- e) malicious damage, other than damage caused by You or anyone who permanently or temporarily lives with You
- f) riots, civil commotions, industrial or political disturbances
- g) impact by an aircraft, spacecraft or satellite, or anything dropped from them
- h) impact by vehicles or watercraft at the Situation
- i) 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 of a tree. We will not pay if the loss, destruction or damage is caused when You cut down or remove branches from a tree or You have someone do it for You
- j) storm, tempest, rainwater or wind
- k) Accidental Damage to a maximum of \$15,000.

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

- a) any cause including Accidental Damage
- b) loss of use or death due to Sickness.

### When we will not pay

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

- a) the failure of the supply of utilities being any water, gas, electric or fuel supply
- b) 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
- c) 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, destruction or damage occurred due to the mechanical, hydraulic, electrical or electronic breakdown of the temperature-controlled equipment
- d) damage to the tyres of any Farm Machinery that occurs by applying the brakes, or by punctures, cuts or bursting of the tyres
- e) theft.

We will not cover Your Working Dogs against injury or death caused by or arising from:

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

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

## Additional benefits for farm machinery

The following additional benefits are available if You have selected this section and are paid in addition to the sum insured, unless shown otherwise in this section.

### 1. Legal costs

We will pay Your legal costs to discharge Your lease or commercial financial arrangement if Your claim for Farm Machinery is for a total loss. The most We will pay under this additional benefit is up to 20% of the sum insured any one claim for the item of Farm Machinery.

### 2. Removal of debris

We will pay the reasonable costs of demolishing and removing any debris from Farm Machinery when insured damage occurs. The most We will pay under this additional benefit is up to 10% of the sum insured for the item of Farm Machinery, or \$2,000, whichever is the greater, any one claim.

### 3. Fire extinguishment and prevention costs

We will pay the reasonable necessary costs to:

- a) extinguish a fire at or in the vicinity of the Farm Machinery insured at the Situation
- b) prevent or reduce loss, destruction or damage to the Farm Machinery insured at the Situation

- c) gain access after the loss, destruction or damage has occurred to the Farm Machinery insured at the Situation
- d) 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 this additional benefit and any entitlement to such costs under Section 1 Domestic Farm Property and Domestic Contents, Section 2 Farm Property and Section 5 Hay, Grain, Fencing, Livestock and Farm Trees combined, is \$10,000 any one claim.

#### 4. Tools and spare parts

We will cover loss, destruction or damage to tools and spare parts that were attached to or within the Farm Machinery at the time of their loss, destruction or damage.

The most We will pay under this additional benefit is \$5,000 any one claim.

#### 5. Protection and removal

We will pay the reasonably necessary costs to protect and remove Farm Machinery to:

- a) the nearest licensed repairer or place of safety, or to any other location that We approve, or
- b) a place of safety, following it becoming bogged, immobilised or stranded, without loss, destruction or damage having occurred, provided immobilisation, bogging, stranding is not attributable to the careless action of the operator.

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

The most We will pay under this additional benefit is \$1,500 any one claim.

#### 6. Lock and keys

We will pay the reasonable costs of replacing keys and/or locks if the keys or locks to Your Farm Machinery are lost, destroyed or damaged. The most We will pay under this additional benefit is \$2,500 any one claim.

#### 7. Loss of personal effects

We will cover loss, destruction or damage to personal effects belonging to You or Your employee driver that were contained in Your Farm Machinery at the time of loss, destruction or damage of the Farm Machinery. The most We will pay under this additional benefit is \$1,000 any one Period of Insurance.

#### 8. Reinstatement of sum insured

Following payment of a claim, We will reinstate the sum insured for Farm Machinery to 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 of Farm Machinery as the cover for Farm Machinery will end.

## Additional benefits for working dogs

The following additional benefits are available if You have selected this section and are paid in addition to the sum insured for Working Dogs, unless shown otherwise in this section.

### 1. Veterinary treatment

We will pay 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 economically viable to do so. The most We will pay under this additional benefit is \$1,000 any one claim.

### 2. Disposal of carcass

We will pay the reasonable cost of disposing of any Working Dog that has died as a result of a listed event for which a claim has been paid under this section.

### 3. Euthanasia

We will pay the reasonable costs of euthanising a Working Dog for humane reasons following an injury by 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 vandalism or malicious damage.

Unless a higher Excess is shown on Your Schedule, an Excess of \$500 will apply to any claim for Accidental Damage to Farm Machinery.

Unless a higher Excess is shown on Your Schedule, an Excess of \$300 will apply to any claim for loss, injury or death of any Working Dogs insured under this Policy.

When We pay a claim for loss, destruction or damage to Farm Machinery, Unspecified Farm Machinery and Working Dogs, the Excess shown on Your Schedule, and any additional Excess indicated above, will only be applied once to all claims arising from the same event.

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

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

- a) 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
- b) 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 loss, destruction or damage occurred, or
- c) pay You the value of the item of Farm Machinery and/or Unspecified Farm Machinery just before the loss, destruction or damage occurred.

Our choice of the option in how We pay Your claim for Farm Machinery or Unspecified Farm Machinery will have regard to the circumstances of Your claim and consider any preference You may have.

If Farm Machinery or Unspecified Farm Machinery up to 12 months old (from 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. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

For any claim for the loss or death of a Working Dog, We will pay You the Market Value of the Working Dog at the time of loss or death, up to the sum insured shown on Your Schedule.

For the purpose of this clause, Market Value is the saleable value of the Working Dog at the time of loss or 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 during the Period of Insurance. 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 during the Period of Insurance 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.

### Definitions

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** means the contents contained in Farm Improvements (as defined in Section 2 Farm Property).

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

**Farm Improvements** means the same as 'Farm Improvements' as defined in Section 2 Farm Property.

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

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

**Specified Farm Machinery** means the same as 'Farm Machinery' as defined in Section 3 Farm Machinery and Working Dogs and shown on Your Schedule as 'Specified Farm Machinery'.

**Specified Items** means items that are shown on Your Schedule as 'Specified Items' and includes, but is not limited to:

- a) items of Farm Contents (as defined in Section 2 Farm Property)
- b) mobile phones, CB or UHF radios, GPS units, computers, and office and surgery equipment
- c) semen, embryos or their ampoules or straws, but only when in a purpose built container.

Cover provided for Specified Items is anywhere in Australia.

## 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 at the Situation during the Period of Insurance.

We will cover Your Specified Farm Machinery and Specified Items, shown on Your Schedule against Theft, or attempted Theft occurring during the Period of Insurance away from the Situation anywhere in Australia, other than:

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

## Additional benefits for theft

The following additional benefits are available if You have selected this section and are paid in addition to the sum insured, unless shown otherwise in this section.

### 1. 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 to a locked safe are stolen, We will pay the cost of opening locked safes.

### 2. Temporary protection

If loss, destruction or damage 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 under this Policy before being repaired or replaced. The most We will pay under this additional benefit is \$5,000 any one claim.

### 3. Damage to farm buildings

We will pay You for loss, destruction or damage to Farm Buildings as a result of Theft or any attempted Theft. The most We will pay under this additional benefit is \$5,000 any one claim.

### 4. Rewriting of records

We will pay You up to \$5,000 any one claim for the reasonable clerical and professional costs to rewrite Your Business records if they are lost, destroyed or damaged whilst located at the Situation or offsite anywhere in Australia, by an occurrence for which You are covered under this 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 this additional benefit if the sum insured on Farm Contents is not exhausted.

### 5. Employee's property

We will pay for loss, destruction damage of employee's tools or personal property, which occurs during Theft or attempted Theft following forcible entry to Farm Buildings at the Situation. The most We will pay under this additional benefit is \$3,000 any one claim.

We will only pay this additional benefit if the sum insured on Farm Contents has not been exhausted.

### 6. Recovery of specified farm machinery

We will 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 under this additional benefit is \$5,000 any one claim.

### 7. Auctioneers store or premises

We will pay for loss, destruction 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 \$7,500.

### 8. Farm money

We will pay for the Theft of Money belonging to the Business from the Situation.

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

### 9. Reinstatement of sum insured

Following payment of a claim We will reinstate the sum insured for Theft to 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 Period of Insurance.

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, destruction or damage by Theft, or attempted Theft, to Farm Contents, Contents Contained In Farm Improvements, Money, Specified Farm Machinery and/or Specified Items due to:

- a) unexplained shortages and disappearances
- b) Theft or attempted Theft by You or any member of Your Family, or by any person acting on Your behalf
- c) Theft or attempted Theft by employees
- d) Theft or attempted Theft from any vehicle but We will pay if:
  - i. 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
  - ii. the vehicle is at the Situation.

We will not pay for Theft of Money:

- a) the loss of which is due to shortages resulting from clerical or accounting errors, or due to errors in receiving or paying out
- b) that is covered under the Section 1 Domestic Farm Buildings and Domestic Contents
- c) not discovered within 30 days of the Theft occurring
- d) from an unattended vehicle
- e) whilst it is the responsibility of, or in possession of, professional money carriers; or
- f) obtained from a safe or strongroom opened by a key or combination which has been left on the premises, unless obtained through violence or a threat of violence.

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

## Paying claims

### Policy excess

For each event giving rise to a claim under this section, 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.

If any mobile GPS systems are not covered under Section 2 Farm Property 'Optional cover for farm property' clause 1 'General property' and a claim is made under this section for mobile GPS systems whilst in use or on farm vehicles, an Excess of \$500 will apply for any claim for Theft.

When We pay a claim for under this section for Theft or attempted Theft or loss, destruction or damage as a result of Theft or attempted Theft of Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery and Specified Items, the Excess shown on Your Schedule, and any additional Excess indicated above, will only be applied once to all claims arising from the same event.

### How we pay a claim for theft

When You make a claim under this section for Theft or attempted Theft or loss, destruction or damage as a result of Theft or attempted Theft of Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery and/or Specified Items, We will either:

- a) reinstate or repair the item of Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery and/or Specified Items to the condition it was in just before the loss, destruction or damage or Theft or attempted Theft occurred, or
- b) pay You the cost of reinstating or repairing the item of Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery and/or Specified Items to the condition it was in just before the loss, destruction or damage or Theft or attempted Theft occurred, or
- c) pay You the value of the item of Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery and/or Specified Items just before the loss, destruction or damage or Theft or attempted Theft occurred.

Our choice of option in how We pay Your claim for Farm Contents, Contents Contained In Farm Improvements, Specified Farm Machinery or Specified Items will have regard to the circumstances of Your claim and consider any preference You may have.

When loss, destruction or damage or Theft or attempted Theft occurs to Farm Buildings, We will settle Your claim on the same basis as applicable in Section 2 Farm Property, '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 lost, destroyed or damaged by a peril covered under this section during the Period of Insurance. 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.

### Definitions

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:

- a) 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
- b) portable fencing whilst stored at, or erected for use, at the Situation
- c) fencing materials to be used for construction, repairs, alteration or additions to Your Farm fencing at the Situation

but does not mean:

- a) hedges or fencing forming part of Farm Buildings (as defined in the General definitions)
- b) Domestic Fencing (as defined in Section 1 Domestic Buildings and Domestic Contents)
- c) soil, sand, gravel, bark mulch or any similar materials.

**Grain** means any type of seed crop stored at the Situation 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 Pets (as defined in Section 1 Domestic Buildings and Domestic Contents) or Working Dogs (as defined in Section 3 Farm Machinery and Working Dogs).

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

**Occurrence** means:

- a) a single incident that is not intended or expected
- b) a series of incidents or continuous or repeated exposure to substantially the same general conditions which:
  - i. are not intended or expected, and
  - ii. have the same cause; or
  - iii. are attributable to the same source; and
  - iv. occurs during the Period of Insurance.

### Cover

#### Listed events

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

- a) fire or explosion
- b) lightning or thunderbolt
- c) earthquake or tsunami
- d) theft
- e) malicious damage, including vandalism, other than damage caused by You or anyone who permanently or temporarily lives with You
- f) riots, civil commotions, industrial or political disturbances
- g) impact by an aircraft, spacecraft or satellite, or anything dropped from them
- h) 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 loss, destruction or damage is caused when You cut down or remove branches from a tree or You have someone do it for You
- i) impact by a falling television or radio antenna, mast or dish
- j) 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
- k) impact by vehicles and watercraft.

For Hay and Grain, We will also cover You for loss, destruction or damage caused by storm, rainwater or wind but We will not pay for loss, destruction or damage caused by storm, rainwater or wind:

- a) through an opening made for any building renovation or repair work to Farm Buildings

- b) 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, destruction 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).
- c) to Hay and Grain that is not in a Farm Building.

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

- a) fire
- b) theft
- c) malicious damage, including vandalism, other than damage caused by You or anyone who permanently or temporarily lives with You.

## Additional benefits for hay, grain, fencing, livestock and farm trees

The following additional benefits are available if You have selected this section and are paid in addition to the sum insured, unless shown otherwise in this section.

### 1. Fencing

We will pay the reasonable costs of demolishing and removing any Fencing debris after loss, destruction or damage to Fencing covered by this section occurs. The most We will pay under this additional benefit is up to 10% of the sum insured for Fencing shown on Your Schedule or \$2,000 whichever is the greater any one claim.

Replacement of Fencing after loss, destruction or damage covered by this section 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 electric motor forming part of Fencing in the event of Fusion. Our choice to rewind or repair the motor will have regard to the circumstances of Your claim and any preference You may have. For the purpose of this clause, '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.

### 2. Livestock

We will cover theft of Livestock where the Livestock is specified in the Schedule. The most We will pay under this additional benefit is \$5,000 for any one animal and \$10,000 in total for the theft of all Livestock arising out of the one event.

The most We will pay under this additional benefit in any one Period of Insurance is \$20,000.

### 3. Veterinary treatment

We will pay 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 it is economically viable to do so.

### 4. Cost of disposal

We will pay the cost of disposing of any insured Livestock that have died as a result of a listed event.

We will pay up to 10% of the Livestock sum insured shown on Your Schedule or \$5,000, whichever is the lesser any one claim.

### 5. Australia-wide cover

We will cover loss, destruction or damage from one or more listed events occurring anywhere in Australia.

We will not pay for loss, destruction or damage to Livestock in transit, or Livestock not belonging to You unless shown on Your Schedule.

### 6. Humane destruction

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 10% of the Livestock sum insured shown on Your Schedule or \$5,000 whichever is the lesser, any one claim.

### 7. Fire extinguishment and prevention costs

We will pay the reasonable and necessary costs to:

- a) extinguish a fire at or in the vicinity of the Fencing and/or Livestock insured at the Situation
- b) prevent or reduce loss, destruction or damage by a listed event to the Fencing and/or Livestock insured at the Situation
- c) gain access after the loss, destruction or damage has occurred to the Fencing and/or Livestock insured at the Situation
- d) 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 this additional benefit, and any entitlement to such costs under Section 1 Domestic Farm Building and Domestic Contents, Section 2 Farm Property and Section 3 Farm Machinery and Working Dogs combined, is \$10,000 any one claim.

### 8. Reinstatement of sum insured

Following payment of a claim under this section, We will reinstate the sum insured for Hay, Grain, Fencing, Livestock and Farm Trees to 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.

### 9. Temporary protection

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

We will pay up to 10% of the Livestock sum insured shown on Your Schedule or \$5,000, whichever is the lesser, any one claim.

## 10. 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.

## 11. Inability to milk

If Livestock includes dairy cows, covered by this section, that are unable to be milked due to an insured event We will pay the Market Value of this Livestock less salvage, any one claim.

## 12. Biohazard

We will pay 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 Livestock or Farm Trees at Your Situation.

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

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

The most We will pay under this additional benefit is \$10,000 for any one Occurrence, and \$20,000 in any one Period of Insurance.

We will not cover You for:

- a) any costs incurred in relation to the eradication of, or prevention or containment of the spread of:
  - i. any Endemic Disease affecting animals, poultry or plants
  - ii. any weed infestation, plague of pests or feral animals
  - iii. any other condition not determined to be an Exotic Disease affecting animals, poultry or plants
- b) consequential loss of any kind. This means we will not pay for direct or indirect financial or economic loss, for example, loss of use or enjoyment, loss or profits or depreciation
- c) any expenses recoverable by You from any government or statutory authority.

## 13. Seasonal increase (applicable to livestock)

The sum insured for Livestock shown on Your Schedule is increased by 20% for a period of 3 consecutive months for the period shown on Your Schedule to account for the seasonal increase in the value of Livestock. If no period is shown on Your Schedule the 3 consecutive months of summer (December, January and February) in Australia will apply.

## 14. Transit on farm

We will pay for loss, destruction 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 under this additional benefit is \$2,500.

## 15. Stud animals

If You have insured Livestock, We will extend cover for death by accident anywhere in Australia or New Zealand of a stud animal for a period not exceeding 7 days from the date of purchase by You from a registered livestock dealer.

We will pay up to \$10,000 per animal and \$50,000 in aggregate for any one Period of Insurance. Cover is limited to the lesser of the above limits or the sum insured shown on Your Schedule.

## 16. Theft of fencing materials or portable fencing

When You have insured Fencing under this section, and have also insured Farm Contents under Section 4 Theft, We will cover the Theft (as defined in Section 4 Theft) or attempted Theft of fencing materials and/or portable Fencing occurring anywhere at Your Situation.

The most We will pay under this additional benefit is up to \$2,000 any one event, and \$5,000 any one Period of Insurance. This additional benefit will be paid inclusive of the sum insured for Fencing shown on Your Schedule.

An Excess of \$500 will apply to each and every claim payable under this additional benefit.

# Paying claims

## Policy excess

For each event giving rise to a Hay, Grain, Fencing, Livestock or Farm Trees claim under this section, 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 Excess shown on Your Schedule will be increased by:

- a) \$250 for any claim resulting from impact by animals to Hay, Grain or Fencing
- b) \$250 for any claim resulting from impact by vehicles to Livestock
- c) \$100 for any claim for loss, destruction or damage arising from malicious damage or vandalism.

When We pay a claim for Hay, Grain, Fencing, Livestock and Farm Trees under this section, arising out of the same event, the Excess shown on Your Schedule, and any additional Excess indicated at a) to c) above will only be applied once.

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

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

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

Our choice of option in how We pay Your claim for Fencing will have regard to the circumstances of Your claim and consider any preference You may have.

In the event of loss, destruction or damage to Fencing, We will make fair and reasonable attempts to match new materials to undamaged parts, using the closest match available. If You are not satisfied with the closest match:

- a) You are able to pay the extra cost of replacing undamaged parts to achieve a matching appearance, or
- b) We will cash settle what it would have cost Us to repair or rebuild the damaged Fencing.

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 reasonable proof as to the cause of death and identity of the Livestock.

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

- a) Market Value immediately prior to the loss, destruction or damage, and
- b) Market Value immediately after the loss, destruction or damage.

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

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

- a) removing and clearing the damaged trees, and
- b) preparing the area for replanting, and
- c) 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:

1. **Option A – Loss of revenue**
2. **Option B – Farm continuation expenses**
3. **Option C – Loss of rent**
4. **Option D – Loss of agistment income**

### Definitions

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 12 months prior to the start of the Indemnity Period.

If, at the start of the Indemnity Period, You have completed less than 12 months trading, Standard Agistment Income means the money that You are paid or is payable to You for the agistment of Livestock, which does not belong to You, at the Situation during the period between the date You started the agistment and the date of the Damage.

**Annual Rent Receivable** means the Rent Receivable by You during the 12 months immediately before the date of the Damage.

**Annual Revenue** means the Revenue earned by You during the 12 months immediately before the date of 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 reasonably 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.

**Damage** means loss, destruction or damage occurring during the Period of Insurance caused by an event covered under:

- a) Section 1 Domestic Buildings and Domestic Contents
- b) Section 2 Farm Property
- c) Section 3 Farm Machinery and Working Dogs, or
- d) Section 5 Hay, Grain Fencing, Livestock and Farm Trees.

**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 as the 'Indemnity Period' in Your Schedule.

**Livestock** means the same as 'Livestock' defined in Section 5 Hay, Grain, Fencing, Livestock and Farm Trees.

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

**Property** means:

- a) Business property forming part of Domestic Contents under Section 1 Domestic Buildings and Domestic Contents
- b) Farm Property under Section 2 Farm Property
- c) Farm Machinery and Specified Farm Machinery under Section 3 Farm Machinery and Working Dogs, or
- d) Hay, Grain Fencing or Livestock insured under Section 5 Hay, Grain, Fencing, Livestock and Farm Trees.

**Recovery** means any amount received during the Indemnity Period, including government payments or benefits, arising out of or in connection with the circumstances giving rise to the interruption or interference, that has the effect of reducing Your loss.

**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 Situation.

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

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

**Rotational Crop** means a crop grown as part of a cane growing farming system that provides benefits such as fixing nitrogen in the soil.

**Standard Rent Receivable** means the Rent Receivable during the 12 month period immediately before the date of the Damage which corresponds with the Indemnity Period.

**Standard Revenue** means the Revenue earned within that 12 month period immediately before the date of the Damage which corresponds with the Indemnity Period.

**Sum Saved** means any amount saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced arising out of or in connection with the circumstances giving rise to the interruption or interference.

**Trash Blanket** means a crop grown as part of a cane growing farming system remaining on the ground after the cane has been harvested.

## When we will pay

In the event of interruption of or interference with Your Business in consequence of Damage during the Period of Insurance to:

- a) any Property or any part thereof used by You at the Situation for the purpose of Your Business,
- b) Damage to Pasture caused by fire, lightning or thunderbolt,

We will pay You in respect of each option selected by You and shown in Your Schedule, the amount of the loss resulting from such interruption or interference.

Provided that:

- a) the payment is in accordance with Options A – D in this section and 'How we will pay'
- b) We have paid for or admitted liability in respect of such Damage to Your Property under the relevant cover section of Your Policy, and
- c) Our payment will not exceed, in respect of each option, the sum insured shown on Your Schedule for that option.

There are four options available in this section. Your Schedule will indicate which options are covered under Your Policy.

### Option A – Loss of revenue

The amount payable as indemnity under this Option A - Loss of revenue:

- a) 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
- b) 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 Sum Saved and/or any Recovery.

### 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 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.

Cover is also provided to purchase and apply fertilizer to an area of land where a Rotational Crop has been Damaged due to fire or hail. We will only pay in respect of the area of land where the Rotational Crop was growing and where such land will subsequently be used for growing sugar cane.

We will not pay more than the amount shown as the sum insured for this option on Your Schedule.

## Option C – Loss of rent

The amount payable as indemnity under this Option C - Loss of rent:

- a) is the amount that falls short of the Standard Rent Receivable that You would have received, following the Damage, and
- b) any additional expenditure necessarily and reasonably incurred 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.

## How we will pay

In calculating the settlement under Options A ,B and/or C, adjustments shall 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 date of Damage or which would have affected Your Business had the Damage not occurred, so that the figures as adjusted shall 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 occurred.

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 under that section which could be covered under this Business Interruption section, account will be taken of that payment in assessing the loss payable under this section.

## When we will not pay

### Flood

We will not pay for interruption of or interference with Your Business occurring during the Period of Insurance arising directly or indirectly from Flood.

## Additional benefits for business interruption

The following additional benefits will apply when You select this section and will be paid in addition to the sum insured, unless shown otherwise in this section.

## 1. Customers and suppliers

We will pay for loss of Revenue and/or the additional expenses payable under Option B – Farm continuation expenses, if selected by You and shown on Your Schedule, 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:

- a) at the premises of Your suppliers or customers, or
- b) at storage premises neither owned nor operated by You where You store goods or materials.

The most We will pay for this additional benefit is up to 20% of the sum insured shown on Your Schedule.

## 2. Farm planning costs

We will pay the costs necessarily and reasonably incurred for Farm Planning Costs, but only in respect of Property Damaged on which a claim has been admitted under this Policy.

## 3. 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.

## 4. 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 30 days prior to the claim. We only pay this additional benefit if Your solar panels or wind turbines are insured under Specified Farm Improvements under Section 2 Farm Property and shown on Your Schedule.

The most We will pay for this additional benefit is \$5,000 during any one Period of Insurance.

## 5. Reinstatement of sum insured

Following payment of a claim under Option B – Farm continuation expenses or Option D – Loss of agistment income, We will reinstate the sum insured to 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 under these options will end upon payment of Your claim.

## 6. Claims preparation costs

We will pay for the costs of reasonable professional fees as may be payable by You, and other such reasonable expenses necessarily incurred by You, and not otherwise recoverable, for preparation and negotiation of claims under this section. We will pay You up to \$25,000 in total any one claim under this additional benefit.

## 7. Restoring documents

We will pay the costs necessarily and reasonably incurred by You in reinstating, replacing, reproducing or restoring Documents belonging to You, including information contained in or on the Documents. We will not pay the value of the information on the Documents.

## 8. Trash blanket

If an area of Trash Blanket at the Situation has been destroyed by fire, We will pay a benefit of \$1 per tonne of cane which would otherwise have reasonably been expected to be grown on the area of land where the Trash Blanket was destroyed. The most We will pay for any claim under this additional benefit is \$15,000.

## 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 Books of account or evidence that We may reasonably require for the purpose of investigating or verifying Your claim. We will only request information relevant to handling Your claim and We will explain why the information is required. This includes Books of account which are held by Your regular accountant.

### 1. Amended definitions for new businesses

If Damage occurs to Property before the completion of the first year's trading of Your Business, the defined terms Standard Revenue and 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 12 month equivalent figure.

### 2. Accumulated stocks

We will take into account and make equitable allowance for any reduction in Revenue in the consequence of the Damage is postponed by reason of the Revenue being temporarily maintained from accumulated stock of Farm Produce (as defined in Section 8 Machinery Breakdown).

## Paying claims

### Policy excess

For each event giving rise to loss, 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 Your Schedule.

### The insurance cover you select

When You take out insurance under this section, You will be covered for Your legal liability as outlined in the section 'When we will pay'. This cover will apply up to the amount shown on Your Schedule as the limit of indemnity.

### Definitions

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:

- a) defamation
- b) any infringement of copyright or passing off of title or slogan
- c) unfair competition, piracy or idea, concept or design misappropriation contrary to an implied contract, or
- d) invasion of privacy

arising from any advertisement, publicity article, broadcast or telecast and caused by or arising out of advertising activities conducted by the Insured or on behalf of the Insured.

**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:

- a) model aircraft or Drones, and
- b) 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:

- a) the ownership and occupation of premises by the Insured
- b) the provision of any sponsorship, charitable donations, or attendance at any charitable event or gala
- c) canteen, social, sports, welfare, child care services or other activities for the Insured's Employees
- d) first aid, fire and ambulance services provided by the Insured for the Insured's own internal purposes
- e) 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:

- a) solely and exclusively incurred by the Insured with Our prior written agreement (which agreement shall not be unreasonably withheld), to defend a claim under this section of the Policy for which the Insured is entitled to indemnity
- b) solely and exclusively incurred by Us to defend a claim under this section of the Policy for which the Insured is entitled to indemnity under this Policy, and
- c) of any claimant who has made a claim against the Insured which is a claim under this section of the 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.

**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) a single incident
- b) a series or number of incidents either having the same original cause or attributable to the one source, or
- c) continuous or repeated exposure to substantially the same general conditions.

**Excess** means the amount of each claim or series of claims arising out of any one Occurrence for which You may be responsible. The Excess applicable to this section appears on Your Schedule. The Excess applies to all amounts for which We are liable under this section.

**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:

- a) anywhere in the world except North America, and
- b) North America but only with respect to:
  - i. 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
  - ii. 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.

**Insured** means:

- a) the person(s), corporations and/or other organisations specified in the Schedule
- b) 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
- c) every principal in respect of the principal's liability arising out of:
  - i. 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
  - ii. 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.

- iii. 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

- d) 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
- e) the estates, legal representatives, heirs or assigns of:
  - i. any deceased or insolvent persons, or
  - ii. 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 i. and ii. of this clause e)

- f) 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
- g) all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured incorporated in Australia and/or any other organisations under the control of the Named Insured
- h) 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 Australia and which are constituted or acquired by the Named Insured after the commencement of the Period of Insurance
- i) 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 covered by this Policy, which occurred prior to the divestment
- j) 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
- k) 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.

**Loading or Unloading** 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.

**North America** means:

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

**Occurrence** means an Event 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 Named Insured may enter into with Us upon renewal. Each period of insurance is treated as separate.

**Personal Injury** means any of the following:

- a) bodily injury, death, sickness, illness, disability, disease, shock, fright, mental anguish or mental injury, loss of consortium or services resulting therefrom
- b) false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation
- c) wrongful entry, eviction or other invasion of right of privacy
- d) defamation, libel or slander, unless arising out of Advertising Injury
- e) 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 Your 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.

Product does not include food and beverages:

- a) sold or supplied by or on Your behalf from any canteen or vending machine primarily for the use of Your Employees
- b) 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 Property Damage caused by or arising out of any:

- a) Products, or
- b) reliance upon a representation or warranty made at any time with respect to such Products.

**Property** means:

- a) physical property not in Your possession or control
- b) premises that You occupy for the purpose of Your Business

- c) 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:

- a) physical loss, destruction of or damage to tangible Property including the loss of use thereof at any time, resulting therefrom and/or
- b) 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 which are being used by You 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:

- a) is independently powered by an internal combustion or electrical engine, and
- b) cuts sugar cane, separates the cane from the leaves and collects fallen or cut cane, and
- c) 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.

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

## When we will pay

We will indemnify the Insured for all amounts which the Insured is legally liable to pay as compensation in respect of:

- a) Personal Injury
- b) Property Damage
- c) 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, Property Damage or Advertising Injury due to an Occurrence in Australia and in connection with Your Business, arising from:

- a) Your ownership or occupancy of any land, building or structure
- b) private work carried out for You or by Your Employees.

We will not pay for any claims brought against You in, or caused by Products exported by You or any other party to North America.

## Defence costs and expenses

With respect to the indemnity provided by this section of the Policy, We will:

- a) 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
- b) pay all Defence Costs and Expenses and any:
  - i. pre-judgment interest awarded against You on that part of the judgment payable by Us
  - ii. loss of salaries or wages because of Your attendance at hearings or trials at Our request, or
  - iii. in bringing or defending appeals in connection with such claim or suit
- c) pay 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.
- d) pay premiums for:
  - i. 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
  - ii. 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
- e) pay expenses incurred by You for:
  - i. 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)
  - ii. temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof
  - iii. 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 statutory authority
- f) pay all legal costs incurred by You with Our consent for representation of You at any:
  - i. coronial inquest or inquiry
  - ii. proceedings in any court or tribunal relating to liability insured against by this section of the Policy
  - iii. royal commission or government enquiry arising out of any alleged breach of statutory duty or similar judicial enquiry into circumstances relating to an Occurrence
  - iv. 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 clauses e) and f) 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 limits otherwise applicable under:

- a) the 'Claim preparation expenses' provision under 'General Policy Conditions'
- b) the 'Defence costs and Expenses' clause above
- c) the 'Property in the physical or legal control' clause in this section

for:

- a) General Liability the limit of indemnity specified in the Schedule represents the maximum amount We shall be liable to pay in respect of any one claim or series of claims arising out of any one Occurrence.
- b) Products Liability the limit of indemnity specified in the Schedule represents the maximum amount 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 shown on Your Schedule shall apply to each Occurrence.

## Additional benefits for business liability

Where You have insured under this section, We will automatically extend Your Policy to include Your legal liability under the following additional benefits. All the terms and conditions of the Policy will apply to these additional benefits unless We indicate otherwise.

### 1. 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.

### 2. 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 are in Your physical or legal control as though they were Property including:

- a) any other property temporarily in the Insured's possession for the purpose of being worked upon
- b) use of any Vehicle or Tracked Cane Harvesting Equipment temporarily in Your physical or legal control for the purpose of parking, storage, Loading, Unloading, and
- c) 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 \$250,000 for any one animal under this additional benefit.

The most We will pay under this additional benefit for all liability, for all the parties We are indemnifying, arising during the Period of Insurance is \$500,000.

### 3. 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 additional benefit for:

- a) any liquidated damages or penalties
- b) any breach or non-performance of covenants or conditions relating to the use, maintenance and upkeep of the land, buildings or structures
- c) Your obligations to hold insurance over the land, buildings or structures.

### 4. 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 under this additional benefit for any Personal Injury or Property Damage, due to an Occurrence, is the amount shown on Your Schedule as the limit of indemnity.

### 5. 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 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 under this additional benefit for any Property Damage, due to an Occurrence, is the amount shown on Your Schedule as the limit of indemnity.

### 6. Queensland tracked cane harvesting equipment

This Policy does not provide compulsory third party insurance required by the Motor Accident Insurance Act 1994 (Qld) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation (CTP Insurance) but this section is extended to insure You, the State of Queensland, the Chief Executive of the Queensland Department of Main Roads and their servants and agents against Your and their legal liability to pay compensation to the extent possible, without providing CTP Insurance, for:

- a) Personal Injury, or
- b) Property Damage,

directly caused by the driving of Tracked Cane Harvesting Equipment across an Approved Single Crossing Point or within a Permitted Zone in Queensland.

This additional 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 their 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) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation.

You are only entitled to this additional benefit if the Tracked Cane Harvesting Equipment was driven across an Approved Single Crossing Point or within a Permitted Zone in Queensland:

- a) pursuant to an Approval which is in force at that time, and
- b) during the Period of Insurance.

We pay up to the lesser of the limit of liability shown in Your Schedule or \$10,000,000 for all claims arising out of any one Occurrence.

In the event any other section of this Policy provides cover in addition to cover provided under this additional benefit 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.

## 7. 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:

- a) photography including infra-red and thermal imaging, normalised difference vegetation index photography
- b) surveying
- c) bird scaring
- d) mustering or herding
- e) locating livestock
- f) inspecting crops, or
- g) 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) including Part 101 Amendments, which include but are not limited to the Drone:

- a) must be operated during daylight and within the line of sight
- b) is not flown within 30 meters of Vehicles, Watercraft or people that are not on the Insured's private property
- c) is not flown higher than 120 meters or 400 feet above ground level
- d) is not flown within 5.5 kilometers of a controlled aerodrome
- e) is not flown over populous areas such as beaches, heavily populated parks, sports ovals or other people's back yard
- f) 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.

## 8. Aerial crop 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 under this additional benefit during any one Period of Insurance is limited to:

- a) \$100,000 if the spraying of chemicals from an Aircraft is done in connection with cotton farming, or

- b) \$1,000,000 if the spraying of chemicals from an Aircraft is done in connection with farming other than cotton farming.

## Optional covers for business liability

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

### 1. Aircraft Landing Area

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.

We will not pay for any liability where an Aircraft Landing Area does not conform with any relevant legislation, regulations or codes of practice relating to landing areas, and that failure caused or contributed to the loss, destruction or damage to any Aircraft or Personal Injury.

The most We will pay under this optional cover for all claims during any one Period of Insurance is the amount shown on Your Schedule as the limit of indemnity.

### 2. Farm hosting

The definition of Business is extended to include the provision of leisure activities, accommodation and/or meals to guests at Your Situation for which You receive payment.

## When we will not pay

We will not pay claims in respect of:

### 1. Advertising injury

any Advertising Injury arising out of or in any way connected with any:

- a) 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
- b) 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, including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation
- c) 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
- d) incorrect description of Products, goods or services
- e) any mistake in the advertised price of Products, goods or services
- f) failure of Products, goods or services to conform with advertised performance, quality, fitness or durability
- g) Insured whose Business is advertising, broadcasting, publishing or telecasting.

## 2. Employers liability

liability:

- a) 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.

- b) 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 this clause 2.:

- a) the term 'Worker' means any person deemed to be employed by You pursuant to any workers compensation law
- b) 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.

## 3. 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.

## 4. 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.

## 5. Fines and penalties

liability for fines or penalties, or punitive, exemplary or aggravated damages.

## 6. Building and demolition liability

liability in connection with:

- a) the erection, demolition or alteration of or addition to buildings not owned or occupied by You
- b) 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.

## 7. 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.

## 8. Contract farming

liability arising out of Contract Farming. This will not apply where Contract Farming income does not exceed the greater of 20% of Your farming income or \$100,000.

## 9. Property owned by you

Property Damage to property owned by You.

## 10. Host farm and outdoor activities

any host farm, outdoor or recreational activities, conducted by You for which You receive any payment unless Your Schedule shows You have taken out cover under 'Optional cover for business liability' clause 2. 'Farm hosting'.

We will not indemnify You against liability in connection with:

- a) any activity involving weapons, including firearms
- b) the riding of horses or any other animal, and rodeos
- c) 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 Named Insured
- d) mountaineering, rock climbing, any abseiling activity, or any activity where people are guided through or directed into underground mines, shafts, caves or caverns
- e) 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
- f) canoeing, rafting, water-skiing or use of power craft
- g) any form of aerial flight or aerial activities
- h) any activity involving the riding or use of motorcycles, motor tricycle, quad bike, motorised buggy or any Vehicle operating on fixed tracks
- i) 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
- j) any activity where the person driving is not the Named Insured or a director of the Named Insured
- k) operation of any Agricultural Vehicles or equipment
- l) use of or participation with chemicals.

## 11. 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 under 'Optional cover for business liability' clause 1. 'Aircraft Landing Areas'.

We will not pay for any liability where an Aircraft Landing Area does not conform with any relevant legislation, regulations or codes of practice relating to landing areas, and that failure caused or contributed to the loss, destruction or damage.

## 12. 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:

- a) Aircraft
- b) Hovercraft
- c) Watercraft greater than 8 metres in length, except while stored on land.

## 13. 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:

- a) that compulsory liability insurance or statutory indemnity does not require indemnity for Personal Injury or Property Damage, and
- b) 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) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation, or
- c) 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
- d) 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
- e) the Personal Injury or Property Damage arises from the Loading or Unloading of any Vehicle or Tracked Cane Harvesting Equipment
- f) 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, Loading and Unloading.

Any cover under clauses a) to f) 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 Accident Insurance Act 1994 (Qld) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation.

## 14. Libel or slander

liability in connection with the publication or utterance of a libel or slander:

- a) made before the commencement of the Period of Insurance
- b) made by You or at Your direction with the knowledge of its falsity
- c) related to publishing, advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

## 15. 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:

- a) 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
- b) advice which is given by You for no fee
- c) advice given in respect of the use or storage of Your Products.

## 16. Product defects

any liability arising out of or in any way connected with Property Damage by any Products if the Property 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 Product and does not apply to any resultant damage caused to the remainder of the Product.

## 17. Aircraft products

liability caused by any of the Products manufactured for and installed, or intended to be installed, in an Aircraft.

## 18. Product recall

liability to pay:

- a) for the cost of recall, withdrawal from sale, inspection, repair or replacement of Your Products
- b) for the cost of investigation into the cause of any defect in Your Products
- c) in connection with the loss of use of Your Products.

## 19. Contractual liability

Your legal liability arising from any agreement or contract You enter into. This does not apply if You would have been liable in the absence of 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 benefits 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.



## 20. Pollution

Your liability:

- a) in connection with pollution occurring in North America or subject to jurisdiction of North America
- b) to pay the cost of preventing the discharge, dispersal, release or escape of Pollutants
- c) for an Occurrence in connection with the discharge, dispersal, release or escape of Pollutants; or
- d) 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:

- a) is caused by a single accident
- b) is instantaneous
- c) is clearly identifiable in place and time, and
- d) is confined to one specific location.

## 21. 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.

## 22. Aerial application

liability due to any material or substance being applied to land or anything grown on the land by an Aircraft other than in respect to cover under 'Additional benefits for business liability' clause 8. 'Aerial crop spraying'.

## 23. Genetically modified organisms

liability in connection with Personal Injury or Property Damage or any loss whatsoever, caused by or arising out of, any Genetically Engineered or Genetically Modified Substance or Organism 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 Engineered or Genetically Modified Substance or Organism.

## 24. 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.

## 25. Cyber and data

any liability:

- a) arising out of Property Damage, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act
- b) arising out of Your Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act
- c) directly or indirectly caused by, contributed to by or as a consequence of Data Loss caused by a Cyber Act, or
- d) directly or indirectly caused by, contributed to by, or as a consequence of an act, error or omission by You or on Your behalf in controlling, preventing, suppressing, retaliating against, or responding to a Cyber Act or Data Loss caused by a Cyber Act.

However, this exclusion does not apply to claims for:

- a) Personal Injury, excluding mental anguish or mental injury;
- b) Property Damage, excluding Data; or
- c) Advertising Injury

directly caused by a Cyber Act.

For the purpose of this clause 25. only, the following definitions apply:

**Computer System** means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by You or any other party.

**Cyber Act** means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

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

**Data Loss** means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Data including any monetary amount pertaining to the value of such Data, the infringement of intellectual property rights and breach of confidentiality.

## 26. Pandemic and epidemic

any liability whether actual or alleged, directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:

- a) Disease determined to be a 'listed human disease' or in respect of which a 'human biosecurity emergency' is declared under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation
- b) outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organization or any Australian government or Australian government agency, or
- c) disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC).

## 27. Silica

any liability arising out of or in any way connected with the inhalation of, or exposure to silica in any form.

## Paying claims

### Policy excess

For each claim under this section, 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' in the 'Important Information' section and 'What you must do when you make a claim' and 'What you must do when you make a claim' in the 'Countrypak Plus Insurance Policy' section of this Policy.

## Special conditions

1. You must:
  - a) take all reasonable precautions to prevent:
    - i. Personal Injury or Property Damage
    - ii. the manufacture, sale or supply of defective Products
  - b) comply with, and take reasonable steps to ensure that Your Employees, servants and agents comply with, all relevant laws, bylaws, regulations and recognised standards for the safety of persons or Property
  - c) ensure that only competent Employees use, operate, maintain and service Agricultural Vehicles and any other plant and equipment
  - d) maintain all premises, fittings, plant and equipment in sound condition
  - e) take action to trace, recall or modify, as soon as reasonably possible, all Products that You know or have reason to suspect to contain a defect or deficiency.
2. 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.
3. 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.
4. 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 for Breakdown as shown in this section. It is insured only if You own, or are liable for, the property.

### The insurance cover you select

When You take out cover under this section, You will be covered for:

- a) Breakdown as shown in this section to any Electrical Machinery, Electronic Equipment, Mechanical Machinery, specified items
- b) Collapse or Explosion of Boilers, Pressure Equipment and Pressure Pipe Systems,

at the Situation, and

- c) any optional covers,

as shown on Your Schedule.

We will also cover Electronic Equipment away from Your Situation anywhere in Australia whilst temporarily removed for up to 90 consecutive days.

### Definitions

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.

**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 Electrical Machinery, Mechanical Machinery or Electronic Equipment specified on Your Schedule, which needs repair or replacement to allow normal operation 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 destruction or damage caused by overheating resulting from insufficiency of water.

**Contamination of Milk** means the accidental contamination of milk in the dairy due to:

- a) contact with cleaning agents or refrigerants used in the dairy, or
- b) the introduction of foreign material into the milk, or
- c) the rise and fall in temperature due to failure of the Dairy Plant insured under this section, or
- d) the failure of the electricity supply at the terminal point of the supplier's feed to the Situation provided this failure is caused by a breakdown of the supplier's system and not by 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.

**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, destruction 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:

- a) 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
- b) non-operation of fuses, protective devices or overload devices, or
- c) a change in the concentration of gases in the refrigerated vat, refrigerated room, refrigerator or freezer, caused by Breakdown, or
- d) contact with refrigerant gas leaking from the insured Dairy Plant, Electrical Machinery, Electronic Equipment, Mechanical Machinery or Boilers, Pressure Equipment and Pressure Pipe Systems, or
- e) 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:
  - i. a deliberate act of the supplier unless performed for the sole purpose of safeguarding life or protecting a part of the supplier's system
  - ii. 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 used in the Business, and not only for domestic purposes, 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 used in the Business, and not only for domestic purposes, 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** means the same as 'Farm Machinery' defined in Section 3 Farm Machinery and Working Dogs.

**Farm Produce** means the seed of crops grown or goods produced at the Situation, excluding livestock.

**Mechanical Machinery** means machinery used in the Business, and not only for domestic purposes, at the Situation, which belongs to You.

This does not include:

- a) gaming, gambling, amusement or vending machines, audio or visual entertainment equipment
- b) calculators, photocopiers, typewriters, computers, facsimile, mobile phones, pagers or other office machines
- c) telephone or closed circuit television installations
- d) Electrical Machinery or Electronic Equipment
- e) 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.
- f) Boilers, Pressure Equipment and Pressure Pipe Systems
- g) machinery below ground level unless specified on Your Schedule
- h) 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:

- a) any produce intended for domestic consumption by You, Your Family, employees or employee's families
- b) semen or frozen embryos.

**Time Excess** means the number of operating days specified in the Schedule during which You must bear the loss, destruction or damage before We are liable for a claim under this section.

## When we will pay

We will pay for the following costs with respect to the property insured located at the Situation:

- a) the costs of repair or replacement following the Breakdown of Electrical Machinery, Electronic Equipment, Mechanical Machinery and specified items shown on Your Schedule 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.
- b) where Blanket Cover has been selected and shown on Your Schedule, the costs of repair or replacement following the Breakdown of Electrical Machinery, Electronic Equipment and Mechanical Machinery
- c) the costs of repair or replacement of Boilers, Pressure Equipment and Pressure Pipe Systems following Collapse and/or Explosion
- d) where Electronic Equipment is shown on Your Schedule or is taken as part of Blanket Cover, We will pay for the costs of repair or replacement following Breakdown of Electronic Equipment. We will also pay for:
  - i. the cost of temporary repairs and/or hiring of alternative equipment during the time taken to repair damage to the Electronic Equipment
  - ii. cost of dismantling, re-erection, cleaning up and removal of debris
  - iii. charges for overtime and work on public holidays where necessarily and reasonably incurred
  - iv. freight within Australia by any recognised scheduled service, and
  - v. overseas air freight by any recognised scheduled service and/or overseas labour.

With respect to clauses d) i. - v., We will not pay more than the lesser of 50% of the amount that We pay to repair or replace each item of Electronic Equipment, or \$10,000.

See also 'How we pay a claim for breakdown'.

## When we will not pay

We will not pay claims for:

### 1. Consequential loss

consequential financial loss, loss of use, or other indirect loss. This means we will not pay for direct or indirect financial or economic loss, for example loss of reputation, loss of enjoyment, loss of profits or depreciation, except if specifically covered by this Policy.

### 2. Liquidated damages

liquidated damages or penalties for delay or detentions, or in connection with guarantees of performance or efficiency.

### 3. Repair or replacement

repair or replacement necessitated by:

- a) 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
- b) 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 24 hours of such accidental contact
- c) rusting or scratching of painted or polished surfaces
- d) 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
- e) replacement of unserviceable component parts worn through normal use
- f) adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment, unless as a result of insured damage
- g) replacement of lighting equipment, reticulated electrical wiring, reticulated liquid and gas piping and ducting
- h) repair of slowly developing deformation, distortion or fatigue of any part
- i) repair of blisters, laminations, flaws or grooving even when accompanied by leakage
- j) repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective, worn or leaking
- k) repairs to shaft keys requiring tightening, fitting or renewal.
- viii. 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
- ix. 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)
- x. Explosion of Pressure Equipment
- xi. chemical Explosion
- xii. attempts by civil authorities to prevent the spread of fire, theft or attempted theft
- xiii. unexplained inventory shortages or disappearances
- xiv. unloading on delivery to, or loading prior to dispatch from the Situation
- xv. incorrect siting, demolitions ordered by government or public or local authorities
- xvi. erosion, subsidence, or Collapse or any other movement of earth
- xvii. testing or commissioning, intentional overloading or experiments
- xviii. maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments
- xix. 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
- xx. 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
- xxi. 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
- xxii. damaged or faulty doors, lids, catches, latches, locks or any door or lid closing or securing mechanism.

### 4. Electrical and mechanical machinery

Electrical Machinery, Electronic Equipment and Mechanical Machinery where:

- a) destruction or damage is directly or indirectly caused by, or arises from:
  - i. fire including smoke or soot resulting from Explosion (except caused by overheating of boilers)
  - ii. any impact from any external source
  - iii. lightning or thunderbolt
  - iv. spontaneous combustion, fermentation, heating or any process involving the direct application of heat
  - v. aircraft or other aerial devices or articles dropped there from, or sonic boom
  - vi. earthquake, subterranean fire or volcanic eruption
  - vii. storm, tempest, rainwater, wind, hail, water from or action of the sea, tsunami, tidal wave, high water and Flood
- b) physical destruction or damage caused to:
  - i. bits, drills, knives, saw blades, heating elements, fuses, electronic valves and tubes, magnetron units, contacts which spark or arc
  - ii. dies, moulds, patterns, blocks, stamps or punches
  - iii. coating or engraving on cylinders and rolls
  - iv. 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

- v. 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
  - vi. fuels, chemicals filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts or other operating materials unless as a result of Breakdown
  - vii. materials in the course of or undergoing processing
  - viii. foundations and masonry unless as a result of Breakdown
  - ix. insured damage to any item being moved, if caused during dual lifting by more than one machine
  - x. 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
  - xi. 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
  - xii. Drones
- c) the repair or replacement of Pressure Equipment caused by or arising from:
- i. wasting or wearing away whether by leakage corrosion or by the action of the fuel or otherwise
  - ii. slowly developing deformation or distortion
  - iii. cracks, fractures, blisters, lamination separation, flaws or grooving which have not penetrated the entire thickness of the material.

## 5. 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.

## 6. Pressure equipment

We will not pay claims for loss, destruction or damage to Pressure Equipment:

- a) where such equipment is operated in an unsafe condition and such operation caused or contributed to the loss, destruction or damage, or
- b) where such equipment does not comply with relevant Australian Standards, codes and laws, and such noncompliance caused or contributed to the loss, destruction or damage, or
- c) where such equipment has not been inspected in accordance with Australian Standard AS3788, as amended, and any other applicable Australian Standards, codes or laws and such failure caused or contributed to the loss, destruction of damage.

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

## Additional benefits for machinery breakdown

The following additional benefits are available if You have selected this section and will be paid in addition to the sum insured unless stated otherwise in this section.

### 1. Contamination of milk

Where You have chosen cover for Your Dairy Plant as either a specified item or under Blanket Cover, and the Dairy Plant is shown on Your Schedule, We will pay for Contamination of Milk.

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 5 milking days prior to the claim, multiplied by the litres of milk contaminated.

The most We will pay under this additional benefit is \$10,000 or the amount shown on Your Schedule any one claim.

This additional benefit does not cover any liability You may have to others as result of the Contamination of Milk.

### 2. Engineer's fees

Following an insured claim under this section, We will also pay the cost of consulting engineers' fees (excluding fees for preparing a claim) necessarily incurred with Our prior written consent (which we will not unreasonably withhold), in the reinstatement of Dairy Plant, Electrical Machinery, Electronic Equipment, Mechanical Machinery or Boilers, Pressure Equipment and Pressure Pipe Systems. The amount payable under this additional benefit is included in the sum insured for Dairy Plant, Electrical Machinery, Electronic Equipment, Mechanical Machinery or Boilers, Pressure Equipment and Pressure Pipe Systems shown on Your Schedule, but if that sum insured is exhausted, We will pay up to \$5,000 in total any one claim for this additional benefit.

### 3. Electronic data and electronic data media

If the Electronic Data stored on Electronic Equipment insured by this section 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. Electronic Data will be restored or reproduced to a condition that existed prior to the loss or destruction. If Electronic 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:

- a) costs and expenses incurred more than 12 months after the Breakdown
- b) replacement of Electronic Data which is not an authorised copy or for which You do not hold a licence.

The most We will pay for Electronic Data loss under this additional benefit is \$5,000.

#### 4. 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:

- a) temporary repairs. The most We will pay is \$10,000.
- b) hiring of substitute Electrical Machinery, Electronic Equipment, Mechanical Machinery or Pressure Equipment. The most We will pay is \$10,000.
- c) overtime. The most We will pay is \$10,000.
- d) express freight including overseas airfreight. The most We will pay is \$10,000.
- e) removal of debris. The most We will pay is \$2,000.

We will not pay for:

- a) expenses for specialist consultants to travel from outside Australia
- b) airfreight by aircraft specifically chartered for the purpose
- c) overtime charges which exceed 50% of the cost of carrying out the repairs at ordinary rates
- d) Breakdown of Electrical 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.

#### 5. Removal of machinery and equipment

Following an insured claim under this section, We will pay 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 and when the bore is not fully lined. The most We will pay under this additional benefit is \$5,000 in total for any one claim.

#### 6. 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 Policy by this section, giving the same cover as for similar items already insured, but this is subject to:

- a) cover for additional items not exceeding the total sum insured for the items already insured under this section, and
- b) Your giving Us written notice within 90 days of the hire or purchase and commissioning for use of the item(s) and provided that You pay to Us the reasonable extra premium on a pro rata basis together with any applicable statutory charges, and
- c) the items are as far as You are aware, suitable for service, free from material defect and in sound working condition, and

- d) the items shall not be insured until successfully commissioned for use and all relevant statutory provisions for inspection and certification have been fulfilled, and
- e) the limits and Excess as shown on the Schedule shall be the same as for similar items already insured.

#### 7. Inflation protection

The sum insured on items of Electrical Machinery, Electronic Equipment, Mechanical Machinery and Pressure Equipment 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.

### Optional covers for machinery and electrical breakdown

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

#### 1. 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, destruction 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:

- a) 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
- b) contamination of the stored stock or Farm Produce by the accidental escape of refrigerant into the cold chamber occurring during the Period of Insurance
- c) 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
- d) 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, destroyed or damaged stock or Farm Produce immediately prior to the loss, destruction 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 shown on Your Schedule reduced by the amount of the Excess shown on Your Schedule.

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

## 2. Deterioration of milk

We will cover You for loss, destruction or damage to milk up to a maximum of \$10,000, which is contained in cold storage spaces, a refrigerated vat, refrigerated room, refrigerator or freezer, cooled by the Insured Items and caused by deterioration or putrifaction as a result of:

- a) Breakdown of Dairy Plant, Electrical Machinery, Electronic Equipment, Mechanical Machinery or Pressure Plant for which We have admitted a claim under this section or would have admitted, other than for the application of the Excess
- b) contamination of milk by the accidental escape into the cold chamber occurring during the Period of Insurance
- c) 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
- d) 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 milk by any of the above causes, We will pay any reasonable expenses incurred by You to prevent or minimise the loss of milk.

We will pay the cost of replacement of the loss, destroyed or damaged milk immediately prior to the loss, destruction or damage occurring or the cost of sourcing the milk at the most competitive price, whichever is the lesser.

## How we pay a claim for breakdown

In the event of a claim for Breakdown of Electrical Machinery, or Mechanical Machinery:

- a) We will at Our option, repair or replace the damaged items or pay the monetary equivalent of such repair or replacement. Our choice will have regard to the circumstances of Your claim and consider any preference You may have
- b) 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:
  - i. 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
  - ii. the value of any salvage will be subtracted from any amount payable
  - iii. replacement of refrigerant, lubricating or insulating oil lost from an Insured Item as a direct result of insured damage
  - iv. cost of dismantling, re-erection, cleaning up and removal of debris the most We will pay is \$2,000
  - v. 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:

- a) 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). Our choice will have regard to the circumstances of Your claim and consider any preference You may have
- b) are not bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner
- c) 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.

In the event of a claim for 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:

- a) 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
- b) 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.
- c) if the repair or replacement is not effected within 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.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

### 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 Accident only which results in Injury or death or Accident which results in Injury or death and Sickness.

### The insurance cover you select

When You take out cover under this section, You have a choice of Accident only or Accident and Sickness cover for the Insured Person(s). We will show the cover You have selected and We have agreed to provide cover under this section, on Your Schedule.

If You select Accident only, the Insured Person(s) will be covered for Accidental death and Injury as detailed for Events A1 to A23, in the 'Table of cover' in this section.

If You select Accident and Sickness, the Insured Person(s) will be covered for Accidental death and Injury as detailed for Events A1 to A23 and Sickness as detailed in 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.

### Definitions

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', in the 'Table of cover' in this section, by the amount shown on Your Schedule.

**Capital Benefit** means the amount indicated as the 'Capital Benefit' on Your Schedule. The amount payable in the event of a claim is calculated by multiplying the Capital Benefit, shown on Your Schedule, by the number of units, shown on Your Schedule, and then applying this amount to the 'Benefit' detailed for the Event in the 'Table of cover' in this section, applicable to the claim.

**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 Person(s).

**Event** 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 result in death or an injury shown in Events A1 to A23 in the 'Table of cover' in this section during the Period of Insurance.

**Insured Person** means the person or persons shown on Your Schedule as nominated for cover under this Section 9.

**Limb** means the entire limb between the hip and the ankle or between the shoulder and the wrist.

**Medical Practitioner** means a qualified medical doctor (general practitioner or specialist) who is registered with and licensed to practise medicine in the place where they are practising. The medical practitioner cannot be a relative, partner, business partner or spouse of the Insured Person or Insured.

**Occupation** means any trade, Business, profession or employment directly related to farming.

**Permanent** means lasting 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, 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:

- a) 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
- b) first occurs or manifests itself during the Period of Insurance, and
- c) be continuous for a period of not less than 7 days from the date the Insured Person first sought treatment from a Medical Practitioner in respect of that sickness, illness or disease.

**Total and Permanent Loss** means the Insured Person is wholly and continuously prevented from engaging in their usual Occupation, or any other Occupation, 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.

**Weekly Benefit** means the amount indicated as the 'Weekly Benefit' on Your Schedule. The amount payable in the event of a claim is calculated by multiplying the Weekly Benefit, shown on Your Schedule, by the number of units, shown on Your Schedule, and then applying this amount to the 'Benefit' detailed for the Event in the 'Table of cover' in this section, applicable to the claim.

## Special conditions that apply to this section only

1. You must tell Us in writing as soon as reasonably 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 materially affect the risk of Injury, Accident or Sickness. We may decide to discontinue cover or to apply an additional premium.
2. You must tell Us in writing as soon as reasonably possible before each renewal of this Policy if the Insured Person has been affected by any Injury, Sickness or physical or mental abnormality.
3. You must make sure that the Insured Person as soon as possible after they suffer any Injury or Sickness, obtains, seeks and follows medical advice from a Medical Practitioner.
4. 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.

The course of action We take when You fail to follow these special conditions will be considered in each circumstance based on what impact or effect Your failure to comply caused or contributed to the claim or Our decision to issue Your Policy.

## Additional benefits for personal income

The following additional benefits are available if You have selected this section and will be paid in addition to the sum insured unless stated otherwise in this section.

### 1. Funeral expenses

If We agree to pay for a claim for Event 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.

### 2. 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 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 an Insured Person and is in receipt of a Benefit under this section or the equivalent additional benefit under any similar insurance policy.

### 3. Accommodation costs

We will pay the reasonable transportation and accommodation costs within Australia for 2 nominated Family members to be with the Insured Person if that Insured Person is hospitalised due to an Injury or Sickness covered by this Policy.

We will not pay more than \$2,500 for any one claim.

We will not pay for more than 14 days accommodation.

### 4. 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 the Insured Person is:

- a) totally and Permanently unable to engage in or attend to their Occupation, or
- b) 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 the Insured Person usually drives or Domestic Farm Buildings (as defined in Section 1 Domestic Buildings and Domestic Contents) in which the Insured Person permanently resides, to accommodate the Insured Person's physical condition in a) or b) above. We only pay this additional cover if We have approved the cost before You incur it.

### 5. Rehabilitation of insured person

If the Insured Person is:

- a) disabled by an Injury for more than 120 days, and
- b) 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, for a cost up to 25% of the Weekly Benefit for the cover selected and shown on Your Schedule, up to a maximum period of 26 weeks.

### 6. Exposure

If by reason of an Accident occurring during the Period of Insurance 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' in this section, such condition will be treated as though it were an Injury for the purpose of this cover under this section.

### 7. 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 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 Event A1 Benefit will be payable. This additional benefit will not apply if there is any evidence indicative of the Insured Person's survival. Any payment for Event A1 as a result of this additional benefit 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 Accident or Sickness, which are caused by, or made more serious as a consequence of:

### 1. Self-inflicted injury

intentional self-inflicted Injury or Sickness, self harm, suicide or attempt at suicide.

### 2. Alcohol or drugs

the Insured Person being under the influence of or addicted 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).

### 3. Aerial activity

the Insured Person taking part in aerial activities. This does not apply to a fare-paying passenger on a regular commercial, or chartered, flight in an aircraft, the operation of which is regulated by statutory provisions controlling the carriage of passengers.

Aerial activities that are not covered in any circumstances are the Insured Person:

- a) being a pilot or member of the crew of any aircraft; or
- b) 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).

### 4. 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 Medical Practitioner and the term of the pregnancy has not exceeded 26 weeks at the time that the temporary total disablement or temporary partial disablement commence.

### 5. Cosmetic surgery

elective cosmetic surgery or recovery following elective cosmetic surgery.

### 6. Asbestos

death, Sickness or Injury arising from asbestos or asbestos related injuries.

### 7. Hernia

hernia, except where the Schedule shows the Insured Person has cover for Event B1.

### 8. Sexually transmitted disease

any sexually transmitted or transmissible disease.

### 9. 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.

### 10. Sporting activity

the Insured Person:

- a) taking part in a sporting activity for which they receive a fee or reward exceeding \$1000 per year in value
- b) sustaining any Injury resulting from training or playing any code of amateur football.

This clause 10. does not apply if We have agreed to cover the Insured Person for their participation in sporting activities. We will show this on Your Schedule if cover has been granted.

### 11. Pre-existing illness

any Sickness that existed before this cover commenced. This only applies when You first take out this section and does not apply to subsequent renewals.

### 12. Illness qualifying period

any Sickness that the Insured Person contracted within 14 days after this cover commenced. This only applies when You first take out this section and does not apply to subsequent renewals.

### 13. Workers compensation

any liability including but not limited to, employers' liability or workers' compensation or occupational disease.

### 14. Accidental death

death resulting otherwise than from an Accident.

### 15. Radiation

ionising radiation or contamination by radioactivity from any form of nuclear fuel or nuclear waste.

### 16. Health Insurance or compensation

any Benefit that;

- a) 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 including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation result in a breach of the provisions of the Health Insurance Act 1973 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation
- b) the Insured Person has agreed not to seek compensation for from another person or organisation who would otherwise be liable to compensate the Insured Person for any loss that is covered by this section.

## 17. War, hostilities

- a) war (whether war is declared or not), hostilities, nuclear, chemical or biological warfare, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war
- b) mutiny, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

## 18. 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.

## 19. Riots and civil commotion

the Insured Person taking part in a riot or in civil commotion, or an illegal or criminal act.

## 20. 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 taken in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

## 21. Communicable diseases

any actual or alleged Injury, Sickness, loss, damage, liability, claim, cost, expense or any other amount of whatsoever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or fear or threat (whether actual or perceived) of a Communicable Disease provided the Communicable Disease is:

- a) a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation, or
- b) any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC).

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

## Paying claims

### Policy excess

For each Accident and/or Sickness 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 Accident and/or Sickness, the Excess will only be deducted once.

### How we pay a claim for personal accident and/or sickness

If any of the Events, as shown in column 1 '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 'What you must do when you make a claim' in the 'Countrypak Plus Insurance Policy' section of the Policy.

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 Accident, which occurred not more than 1 year before the Event.

We will only pay Benefits for Events B1 to B3 that result solely and directly from a Sickness.

We will only pay Benefits for Events A19 or B2, when the condition, for which You are claiming, has continued for at least 1 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:

- a) 104 weeks in total for Events A19 and A20, which result from any one Injury
- b) 104 weeks in total for Event B1, which results from any one Sickness. If the Insured Person returns to the usual duties of their usual Occupation and then suffers an aggravation or relapse of the original Sickness, 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 their 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.
- c) Event A19, which occurs as a result of the same injury for which a claim has been made for any of Events A1 to A18, by an amount, if any, by which the Benefit for Event A19 is more than the amount already claimed, and
- d) only one of Events A1 to A18 if more than one these Events 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 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' in this section. These are applied to the sum insured shown on Your Schedule, unless indicated otherwise in this section.

## Table of cover

Events		The Benefit
A1	Death.	100% of the Capital Benefit
A2	Total and irrecoverable loss of all sight in both eyes	100% of the Capital Benefit
A3	Total and Permanent Loss of all hearing both ears	100% of the Capital Benefit
A4	Total and Permanent Loss of the use of both hands	100% of the Capital Benefit
A5	Total and Permanent Loss of the use of both feet	100% of the Capital Benefit
A6	Permanent and incurable insanity to the extent of causing legal incapacity	100% of the Capital Benefit
A7	Total and Permanent Loss of the use of 1 arm or the greater part of 1 arm	80% of the Capital Benefit
A8	Total and Permanent Loss of the use of 1 leg	75% of the Capital Benefit
A9	Total and irrecoverable loss of all sight in 1 eye together with irrecoverable loss of at least 50% of the sight in the other eye	75% of the Capital Benefit
A10	Total and Permanent Loss of the use of 1 hand, or 4 fingers and the thumb of 1 hand, or the lower part of 1 arm	70% of the Capital Benefit
A11	Total and Permanent Loss of the use of 1 foot or the lower part of 1 leg	60% of the Capital Benefit
A12	Total and Permanent Loss of hearing in 1 ear	50% of the Capital Benefit
A13	Total and irrecoverable loss of all sight in 1 of 2 eyes	50% of the Capital Benefit
A14	Burns or disfigurement of more than 50% of the body	20% of the Capital Benefit
A15	Total and Permanent Loss of the use of either phalanx of either thumb Both joints 1 joint	30% of the Capital Benefit 15% of the Capital Benefit
A16	Total and Permanent Loss of the use of fingers of either hand 3 joints 2 joints 1 joint Total and Permanent Loss of use of 4 fingers and 1 thumb of either hand Total and Permanent Loss of use of 4 fingers of either hand	10% of the Capital Benefit 8% of the Capital Benefit 5% of the Capital Benefit 70% of the Capital Benefit 40% of the Capital Benefit
A17	Total and Permanent Loss of the use of toes of either foot All 1 foot Big toe, both joints Big toe, 1 joint Other than big toe – each toe	15% of the Capital Benefit 15% of the Capital Benefit 6% of the Capital Benefit 3% of the Capital Benefit 1% of the Capital Benefit
A18	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth	1% of the Capital Benefit per tooth The maximum payable per tooth is \$500
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	100% of the Capital Benefit
A20	The Insured Person becoming totally incapable of carrying out all of the usual duties of their usual Occupation. There must be no usual duties that the Insured Person is capable of carrying out	100% of the Weekly Benefit
A21	The Insured Person becoming totally incapable of carrying out some of the usual duties of their usual Occupation	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 for that Injury by a Medical Practitioner
A23	Temporary partial disablement caused directly and solely by Injury	During such disablement, an amount up 25% of the temporary total disablement Weekly Benefit payable under Weekly Benefit Event A22
B1	The Insured Person becoming totally incapable of carrying out all of the usual duties of their usual Occupation for a period of 7 days or more. There must be no usual duties that the Insured Person is capable of carrying out	100% of the Weekly Benefit
B2	The Insured Person becoming totally and incurably blind, or completely and permanently paralysed in any 2 Limbs	100% of the Capital Benefit
B3	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 for that Sickness by a Medical Practitioner

# Section 10

## Road Transit

### What is insured

The property set out on Your Schedule is insured if it is lost, destroyed or damaged by a peril covered under this section. It is insured only if You own, or are liable for, the property.

### The insurance cover you select

When You take out Your cover under this section, You will be covered for loss, destruction or damage to the property insured by 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.

### Definitions

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 applicable Australian Dangerous Goods Code (ADG).

**Farm Machinery** means the same as 'Farm Machinery' as defined in Section 3 Farm Machinery and Working Dogs.

**Farm Produce** means the same as 'Farm Produce' as defined in Section 8 Machinery Breakdown.

**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 Contents (as defined in Section 1 Domestic Buildings and Domestic 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 or Loaded** means the action of moving the Livestock, Farm Produce, General Farm Goods or Farm Machinery onto the loading ramp of the Conveying Vehicle from the ground or adjacent loading dock and is completed when the Livestock, Farm Produce, General Farm Goods or Farm Machinery is positioned onto the Conveying Vehicle.

**Transport in Bulk of Dangerous Goods** means the transport of Dangerous Goods in the form of:

- a) a gas in a container with a capacity exceeding 500 litres, or
- b) a liquid or a paste in a container with a capacity exceeding 250 litres, or
- c) a solid, in an undivided quantity and exceeding 400 kilograms, that is in a container.

**Transit** means the time during the Period of Insurance which:

- a) commences when Livestock, Farm Produce, General Farm Goods or Farm Machinery begins Loading onto or into the Conveying Vehicle
- b) continues through the ordinary course of transit, and
- c) ends when the Livestock, Farm Produce, General Farm Goods or Farm Machinery is Unloading at the destination.

**Unloading or Unloaded** means the action of moving the Livestock, Farm Produce, General Farm Goods or Farm Machinery onto the loading ramp of the Conveying Vehicle and is completed once the Livestock, Farm Produce, General Farm Goods or Farm Machinery is positioned on the ground or adjacent loading dock.

### When we will pay

We will pay for loss, destruction or damage to Livestock, Farm Produce, General Farm Goods and Farm Machinery caused by the 'Listed events' below.

We will only pay for loss, destruction 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 loss, destruction 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

- a) fire, hail, explosion or lightning
- b) Flood
- c) collision or contact of the Conveying Vehicle with any other vehicle or object other than road, gutter or similar surrounding surfaces
- d) overturning of the Conveying Vehicle
- e) theft following violent and forcible entry to the Conveying Vehicle.

## How we will pay a claim

If Farm Produce, General Farm Goods or Farm Machinery are lost, destroyed or damaged We will at our option either:

- a) reinstate or repair the Farm Produce, General Farm Goods or Farm Machinery to the condition they were in just before the loss, destruction or damage occurred, or
- b) pay You the cost of reinstating or repairing the Farm Produce, General Farm Goods or Farm Machinery to the condition they were in just before the loss, destruction or damage occurred, or
- c) pay You the value of the Farm Produce, General Farm Goods or Farm Machinery just before the loss, destruction or damage occurred.

Our choice of option in how We pay Your claim will have regard to the circumstances of Your claim and We will consider any preference You may have.

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 Livestock, Farm Produce, General Farm Goods or Farm Machinery for all claims arising from one event or series of events resulting from a single original cause.

## Additional benefits for road transit

The following additional benefits are available if You have selected this section and will be paid in addition to the sum insured unless stated otherwise in this section.

### 1. Cost of hiring replacement equipment

Following an insured claim under this section, We will pay the reasonable costs of hiring replacement General Farm Goods and/or Farm Machinery.

The most We will pay under this additional benefit is:

- a) until the sum insured for General Farm Goods and/or Farm Machinery shown on Your Schedule is exhausted, or
  - b) \$2,000,
- whichever is the greater.

### 2. Incidental storage

If incidental storage of insured property is required during Transit We will pay for loss, destruction or damage by a 'Listed event' subject to a maximum of \$2,500 in any one Period of Insurance.

### 3. Removal of debris

Following an insured claim under this section, We will pay You the reasonable cost You incur for the removal of debris, including the carcasses of dead Livestock. The most We will pay under this additional benefit is \$7,500 any one claim.

### 4. Goods not in your control

We will pay for loss, destruction or damage due to a 'Listed event' 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.

### 5. Temporary agistment

Following an insured claim under this section, We will pay the reasonable cost You incur to herd or temporarily agist Livestock to prevent them from straying.

The most We will pay under this additional benefit is \$5,000 any one claim.

### 6. On forwarding and transfer

Following an insured claim under this section, We will pay the reasonable costs incurred for transferring, storing and/or forwarding Livestock, Farm Produce, General Farm Goods or Farm Machinery to a suitable place, but We will not pay more under this additional benefit than \$10,000 for any one claim.

### 7. Humane destruction

We will pay for the costs incurred to slaughter injured Livestock for humane reasons following injury caused by a 'Listed event' covered under this section.

The most We will pay under this additional benefit is \$5,000 any one claim.

### 8. Veterinary costs

Following an insured claim under this section, 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 under this additional benefit is \$1,000.

### 9. Automatic reinstatement of sum insured

Following payment of a claim under this section other than a claim for total loss, the sums insured shown on Your Schedule will be reinstated to the amounts specified for the insured property prior to the claim, unless:

- a) You request otherwise, or
- b) We tell You otherwise.

## When we will not pay

We will not pay claims for loss, destruction or damage:

- a) occurring outside Australia
- b) for Livestock, Farm Produce, General Farm Goods and Farm Machinery which are being transported by You for fee, hire or reward
- c) 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 Conveying Vehicle is housed
- d) 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
- e) where You or any other person driving the Conveying Vehicle at the time of loss, destruction or damage:
  - i. was under the influence of alcohol or drugs
  - ii. had a blood alcohol level higher than the level allowed by law, in the state the Conveying Vehicle was driven at the time of loss, destruction or damage
  - iii. refused a test to determine the level of alcohol or drugs in the blood
  - iv. deliberately caused the accident to happen.
- f) where the Conveying Vehicle at the time of loss, destruction or damage was being used:
  - i. to convey, lift or tow a load in excess of that for which it was designed and such use caused or contributed to the loss, destruction or damage
  - ii. in an unsafe or unroadworthy condition and such condition caused or contributed to the loss, destruction or damage
  - iii. for the conveyance of passengers for fare, hire or reward
  - iv. for Transport in Bulk of Dangerous Goods including but not limited to explosives, organic peroxides, gases, flammable liquids, flammable solids, oxidizing 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 2 tonnes. 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 relevant 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 Livestock, Farm Produce, General Farm Goods or Farm Machinery.

### Policy excess

For each event giving rise to a claim under this section, 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 under this section the Excess will only be applied once.

### How we pay a claim for road transit

When loss, destruction or damage occurs to General Farm Goods or Farm Machinery, We will either:

- a) reinstate or repair the General Farm Goods or Farm Machinery to the condition they were in just before the loss, destruction or damage occurred, or
- b) pay You the cost of reinstating or repairing the General Farm Goods or Farm Machinery to the condition they were in just before the loss, destruction or damage occurred, or
- c) pay You the value of the General Farm Goods or Farm Machinery just before the loss, destruction or damage occurred.

Our choice of option in how We pay Your claim will have regard to the circumstances of Your claim, and We will consider any preference You may have.

When loss, destruction 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 loss, destruction or damage. For the purpose of this clause, the Market Value is the saleable value of the Livestock or Farm Produce at the time of the loss, destruction 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.



# CONTACT DETAILS

**ENQUIRIES 13 24 81**  
**CLAIMS 13 24 80**

**MAILING ADDRESS**  
**GPO BOX 9902 IN YOUR CAPITAL CITY**

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**> CGU.COM.AU**

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<b>SYDNEY</b> GPO Box 244 Sydney NSW 2001	<b>MELBOURNE</b> 181 William St Melbourne VIC 3000	<b>BRISBANE</b> 189 Grey St South Bank QLD 4101	<b>PERTH</b> 46 Colin St West Perth WA 6005	<b>ADELAIDE</b> 80 Flinders St Adelaide SA 5000
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Insurer  
**Insurance Australia Limited**  
ABN 11 000 016 722 AFSL 227681  
trading as CGU Insurance

# CONTACT DETAILS

**CLAIMS**    13 24 80

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