Allianz

Steadfast
THE STRENGTH YOU NEED

Farm Pack

Product Disclosure Statement (PDS) and Policy Document

Important information about Steadfast's advice

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

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Introduction

This document contains information designed to help You decide whether to buy Our Farm Pack Policy.

About Allianz

Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 is the insurer of this Policy and is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

Summary of the available covers

You can apply to buy any of the following – You choose what You need.

However, You cannot take out a Farm Pack Policy without including at least one of the following covers:

- Section One – Home Property; or
- Section Two – Farm Property

Then You must take at least one other cover section of the policy.

Your policy must also include Section Three – Public and Products Liability if:

- Your property is noted as a Hobby Farm on Your policy schedule; or,
- You are covering unregistered motor vehicles under Section Four – Motor Vehicles.

Cover Type	Summary of covers (Each Section contains details of the limits, specific conditions and exclusions that apply)
Section One – Home Property	This covers home Buildings and/or Contents for physical loss or damage. You can choose from two levels of cover: Defined Events cover or Accidental Damage cover, Your selection will be shown in Your Schedule. It also offers cover for Personal Effects anywhere in Australia and for a limited period, anywhere in the World.
Section Two – Farm Property	This covers Farm Property for physical loss or damage caused by Defined Events, or where applicable, accidental damage cover. It also provides a range of automatic additional benefits and optional benefits including Theft and Land Transit of Your Farm Property.
Section Three – Public and Products Liability	This covers You for amounts You are legally liable to pay as compensation for Advertising Injury, Personal Injury and/or Property Damage occurring within the Geographic Limits as a result of an Occurrence in connection with Your Farming Business. It also provides a number of automatic additional benefits.
Section Four – Motor Vehicles	This covers Your Motor vehicles. Depending on the age and type of each vehicle You may be able to select covers including: • Comprehensive – covering accidental loss or damage to Your Vehicle caused by an accident or Theft and Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident which is partly or fully Your fault and arises from the use of Your Vehicle or caravan or trailer towed by it; and supplementary bodily injury. It also provides a range of automatic additional and optional benefits. • Third party property damage cover only – covering legal liability and supplementary bodily injury. It also provides several automatic additional benefits.
Section Five – Engineering	This covers breakdown of Your insured mechanical and/or electronic equipment, boilers, pressure vessels and computers for loss or damage caused by Breakdown resulting from a Defined Event. It also provides a range of automatic benefits and optional deterioration of stock and restoration of data benefits.

Understanding Your Policy and its important terms and conditions

To properly understand the Policy's significant features, benefits and risks You need to carefully read:

- about each of the available types of cover and benefits in the relevant Sections One to Five (the cover provided under each Section can be affected by the following);
- the rest of this "Introduction" section – this sets out how You apply for cover, the basis on which We insure You;
- the duty You need to meet before We insure You, Our privacy information and Our dispute resolution procedures;
- the "General definitions" section – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "General exclusions applicable to all Sections of this Policy" section – this sets out the general exclusions and limits that apply to all covers and benefits;
- the "General conditions applicable to all Sections of this Policy" section – this sets out certain general rights and obligations that You and We have. If You do not meet them, We may be able to reduce or refuse to pay a claim to the extent We are prejudiced by Your noncompliance;
- Your Schedule and any endorsements or other written changes to the cover We issue You with before You enter into the Policy or where required or permitted by law – these contain specific details relevant to You and can affect the cover.

Applying for cover

We rely on the information in the application completed by You or on Your behalf to decide whether to offer insurance and the terms on which We provide cover.

When You apply for the Policy, We or Our representative will confirm with You:

- the covers You require (including the property You wish to cover, the limits You require for certain covers (if optional), whether any third parties will be noted as having an interest, and the Excesses that You must contribute for certain claims) – We only cover You for those Policy Sections and optional benefits shown as covered on Your Schedule up to the relevant specified limits;
- the maximum amount We pay under this Policy in respect of any one claim and in the aggregate in respect of all claims will not exceed either the Sum Insured or the Limit of Liability shown as insured on Your Schedule;
- different limits may apply to each Section and will also depend on Your choice of covers, options or endorsements. You should refer to Your Schedule which will show each limit for the cover under Your Policy;
- the Policy sets out the cover We provide. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss Yourself;
- You should also read the GST Notice in the "General conditions applicable to all Sections of this Policy" section to understand how GST is applied to a claim;
- whether any standard terms need to be varied (this may be by way of an endorsement);
- the Period of Insurance;
- Your premium – the base premium We charge varies according to Your risk profile (e.g. location of risk, the type of property being insured, the cover required, other persons being insured and Your claims history etc).

You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Emergency and Fire Services Levy (where applicable).

We tell You the total amount payable when You apply for cover and when and how it can be paid. This is confirmed in Your Schedule We issue You with.

If You pay Your premium by instalments, refer to "Paying Your premium – instalments" under the "General conditions applicable to all Sections of this Policy" section for important details on Your and Our rights and obligations.

The above details are recorded in Your Schedule We issue to You after cover is entered into.

How We calculate Your premium

The amount of Your premium is calculated by Us taking a range of factors into account. You can seek a quote at any time.

It is important for You to know that the premium varies depending on the information We receive from You about the risk to be covered by Us.

The higher the risk is (e.g. high claims experience), the higher the premium will be. Based on Our experience and expertise as an insurer, We decide what factors increase Our risk and how they should impact on the premium.

Some factors impacting premiums include:

- Your nominated Sum Insured;
- where Your Farming Business is situated;
- the materials used in the construction of Your building(s);
- the nature of Your Farming Business;
- sustainability measures to reduce the impact of climate related events such as storms, cyclones and bushfire;

- security measures used for Your Property Insured (e.g. alarms); and
- any additional Excess You nominate to pay above Our basic Excess. This means that when You purchase a Policy, You may elect to take a higher Excess in the event of a claim, which will reduce the cost of Your premium. If You are interested in this, You should ask Your intermediary to supply You with quotes based on differing amounts of Excesses.

Your premium also includes amounts that consider Our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST, Emergency and Fire Services Levy) in relation to Your Policy. These amounts will be set out separately on Your Schedule of insurance as part of the total premium payable.

In cases where We are required to pay an estimated amount (e.g. for Emergency and Fire Services Levies) 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, but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

Minimum premiums may apply. In some cases, discounts may apply if You meet certain criteria We set.

Any discounts/entitlements only apply to the extent any minimum premium is not reached. If You are eligible for more than one, We also apply each of them in a predetermined order to the premium (excluding taxes and government charges) as reduced by any prior applied discounts/entitlements. Any discounts will be applied to the base premium calculated prior to any taxes being added.

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule, which will be sent to You after the Policy commences. If You fail to pay, We may reduce any claim payment by the amount of premium owing and/or cancel the Policy in accordance with the process set out in the "Cancellation rights under the Policy" under the "General conditions applicable to all Sections of this Policy" section. Special rights and obligations apply to instalment premium payments as set out below.

Instalment premiums

If You pay Your premium by instalments refer to "Paying Your premium – instalments" under the "General conditions applicable to all Sections of this Policy" section for important details on Your and Our rights and obligations. We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in the Schedule We issue to You.

Your cooling off rights

A 14-day cooling off period applies to this insurance. So, if You decide You don't want this policy, You can cancel it up to 14 days from:

- the date We issue a new policy to You, or
- the start date of a renewed policy.

We'll refund Your premium in full, as long as You:

- haven't made a claim, or
- don't need to make a claim.

We may deduct government taxes or duties from Your refund.

Basis on which We insure You

We agree to insure You:

- based on the information provided in Your proposal and subject to payment of the required premium by the required date;
- in accordance with the Policy terms and conditions – Your Policy is made up of Your proposal, this Product Disclosure Statement (PDS), any associated policy document outlined in this PDS, Your Schedule and any written endorsements We issue to You when required or permitted by law. You should carefully read all of these as if they are one document and keep them in a safe place.

If You require further information about this insurance or wish to confirm a transaction, including a claim, please contact Us. Alternatively, if You wish to automatically receive the confirmation of the transactions after it occurs e.g. at the conclusion or settlement of the claim, please contact Us.

Information on this Product Disclosure Statement (PDS)

This Policy provides a range of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) (the Act) depending on Your circumstances.

Only the parts of this Policy Document relevant to the cover provided to You as a retail client and any other documents (for example, any Schedule, Supplementary PDS, additional policy documentation noted under relevant covers in this PDS or endorsement) We tell You forms part of the Policy at or prior to commencement of the Policy or when required or permitted by law, make up the PDS for the purposes of the Act. It is important that You read this document and all other Policy documentation We provide to ensure You are happy with the cover You choose.

Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required or permitted by law. We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue You with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by contacting Us using Our details on the back cover of the PDS).

Other documents may form part of the PDS and the Policy. If they do, We will tell You at or prior to commencement of the Policy and in the relevant document.

Your Duty

Depending on the use of the farm that You wish to insure, a different duty to disclose information to Us before You enter into the Policy applies. Where Your Policy Schedule specifies that the Farming Business is a Hobby Farm, then the duty that applies to You is known as the Duty to take reasonable care not to make a misrepresentation. Otherwise, the Duty of disclosure will apply to You.

Each of these duties is specified below. If You do not comply, We may reduce or refuse a claim and/or cancel Your Policy. If You are fraudulent, We may cancel the policy back to when it commenced.

If any question or guidance provided is not clear or You are not sure which duty applies to You, You can contact Your insurance intermediary or Us.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

Your Duty of disclosure

Before You enter into a contract of insurance with Us, You have a duty, under the *Insurance Contracts Act 1984*, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the contract.

This Duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your Duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your Duty is waived by Us.

Non-disclosure

If You fail to comply with Your Duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Privacy notice

At Allianz, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of products and services provided by Us, Our related companies, brokers, intermediaries, business partners and others that We have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You.

You can choose not to receive product or service offerings from Us (including product or service offerings from Us on behalf of Our brokers, intermediaries and/or Our business partners) or Our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to Our website's privacy section at www.allianz.com.au. If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling 1300 360 529 EST 8am to 6pm Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our Privacy Policy is available at www.allianz.com.au.

Telephone call recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where We have recorded a telephone call, We can provide You with a copy at Your request, where it is reasonable to do so.

Your consent

By providing Us with personal information, You and any other person You provide personal information for consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

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

You can obtain more information on the Code of Practice and how it assists You by contacting Us on 13 1000.

For more information on the Code Governance Committee (CGC) go to https://insurancecode.org.au/.

Customer care – customers experiencing vulnerability

We recognise that You may find Yourself in difficult circumstances, particularly when a claim event occurs. We have developed a Customer Care process to provide additional support to You if You are experiencing vulnerability due to Your circumstances, including personal circumstances that are not directly related to insurance. The General Insurance Code of Practice provides the following examples that may contribute to someone needing customer care:

- age
- disability
- mental health conditions
- family violence
- language barriers
- literacy barriers
- cultural background
- Aboriginal or Torres Strait Islander status
- remote location; or
- financial distress

More information about the customer care We can offer and how We support You is available on Our website.

Conduct of Others

Where a claim is made for a loss that is excluded as the result of the act of any person who is insured under the Policy, We may consider certain factors that may have triggered the exclusion and We may make a discretionary decision to assist You in a way which is fair and reasonable in the circumstances. If We do this We may make a payment to You or repair, reinstate or replace an item. This will apply even though We are not legally required to pay the claim. Factors We will consider include:

1. Mental illness;
2. An act of violence or intimidation; and/or
3. When cover has been varied or terminated with malicious intent.

This clause does not apply to:

- Section One – Home Property, Other benefits We will pay under Part A – Buildings and/or Contents, 25. Legal liability – cover for injury to other people or damage to their property;
- Section Three – Public and Products Liability;
- Section Four – Motor Vehicles, Cover for damage to other people's property (legal liability); or,
- Section Four – Motor Vehicles, Additional cover for supplementary bodily injury (legal liability).

This clause does not form part of the terms and conditions of the Policy and does not confer any contractual or other right.

Any payment We may make is at Our sole discretion only.

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued though Our agent, or a broker who is acting under an agency agreement such as a binder with Us, then they are acting as Our agent and not as Your Agent.

If Your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Note: You may purchase insurance through the insurer of Your choice.

Where this Policy has been arranged through an intermediary, a commission is payable by Us to them for arranging the insurance.

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

If We do not make a decision within the period that We tell You We will respond, You can also refer Your complaint to AFCA. We will tell You about this in writing including the reasons for our delay.

AFCA's contact details are:

The Australian Financial Complaints Authority
Online: www.afca.org.au
Phone: 1800 931 678
Email: info@afca.org.au
Mail: GPO Box 3 Melbourne VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover.

Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Policy or if You have any other queries, please contact Us. Contact details are on the back cover.

Renewal Procedure

Before Your Policy expires, We will normally offer renewal by sending a notice advising the amount payable to renew the Policy. You can opt-out of the renewal process whenever You want. It is important that You check the Sums Insured before renewing each year to satisfy Yourself that they continue to represent current full replacement values, to ensure that You are properly covered in the event of a major loss.

Financial Claims Scheme

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from http://www.apra.gov.au.

Terrorism and Cyclone Insurance Act

We have determined that the Policy (or part of it) is a Policy to which the Terrorism and Cyclone Insurance Act 2003 applies. We may elect to reinsure part or all of Our liability under the Act with the Commonwealth Government reinsurer, the Australian Reinsurance Pool Corporation (ARPC).

As a consequence, We may be required to pay a premium to ARPC and that amount (together with the cost of that part of the cover provided by Us and administrative costs associated with the legislation) is reflected in the premium charged to You. As with any other part of the premium, it is subject to government taxes and charges such as GST, Stamp Duty and where applicable, Fire Service Levy.

For further information contact Allianz or Your intermediary.

General definitions applicable to all Sections of this Policy

These General definitions apply to and should be read in relation to each of the Sections in this Policy unless they are defined differently in the relevant Section in which event the Definition which is used in the Section will apply.

"Burglary" means Theft following forcible and violent entry.

"Collection" means a group of individual items, pairs or Sets which are of a similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the individual items, pairs or Sets.

"Defined Event" means an event shown in the individual Section (and if Your Schedule shows it is covered) under the heading "Defined Events" and for which cover is available under that Section only.

"Drone" means a remotely piloted aircraft, an RPA, as defined in Reg 101.021 of the Civil Aviation Safety Regulations 1998 (Cth) as updated or replaced from time to time.

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

"Excess" or **"Excesses"** means the amount You must pay as contribution towards the cost of a claim under those Sections of Your Policy where We state that an Excess applies. If We settle Your claim by cash settlement, We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement.

"Family" means:

a) Your spouse, Your partner or Your de facto who lives with You;

b) Your parents or parents-in-law who live with You;

c) Your children and children of Your spouse, partner or de facto (not being Your children) who live with You; or

d) Your siblings who live with You.

"Farming Business" means:

a) farming activities declared by You to Us; and

b) Incidental Farm Contracting,

excluding activities involving:

a) paying guests or lodgers; or

b) visitors associated with tourist or hosting operations,

unless We have stated otherwise in Your Schedule.

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

a) a lake (whether or not it has been altered or modified);

b) a river (whether or not it has been altered or modified);

c) a creek (whether or not it has been altered or modified);

d) another natural watercourse (whether or not it has been altered or modified);

e) a reservoir;

f) a canal; or

g) a dam.

"Hobby Farm" means:

a) a property with a turnover of less than $50,000, if any, from Primary Production farming activities, regardless of whether this constitutes Your main source of income or not;

b) which is undertaken on agricultural land not exceeding 50 Hectares; and

c) there are any of the following on the property:

- farm buildings, farm implements, farm machinery or farm vehicles;
- more than six livestock, where livestock is defined as cattle, sheep, goats, pigs, buffalo, deer, camels, llama and alpaca; or,
- agistment of animals belonging to other people is carried out.

"Horse Riding Activities" means horse riding by people other than You and Your Family or Your employees in the usual course of their employment by Your Farming Business.

"Incidental Farm Contracting" means farm contracting services provided to others by You that:

a) are incidental to and are generally consistent with the Farming Business described in Your Schedule; and

b) which generate a maximum of $200,000 or 15% of the gross revenue (whichever is the lesser) of Your Farming Business, or such other amount to which We agree in writing.

"Limit of Liability" means the maximum amount(s) We will pay for any and all claims under Your Policy stated in Your Schedule as the Limit of Liability for the particular cover or Section.

"Malicious Acts" means any deliberate act intended to cause harm or mischief which results in loss, damage or destruction of property.

"Period of Insurance" means the period of time commencing on the effective date stated in Your current Schedule and ending on the expiry date stated in Your Schedule or the date of cancellation, whichever is the earlier. Each renewal gives rise to a separate Period of Insurance.

"Policy" means this PDS, Your policy Schedule, reference to other relevant policy documents included in this PDS and any other documents We agree with You that form part of the terms and conditions of Our contract with You (such as a Supplementary PDS or any special conditions or endorsements issued to You in written form).

"Primary Production" means the activities that constitute a business of primary production under prevailing Australian Tax Office TR 97/11 ruling on "Am I carrying on a business of primary production" as updated or replaced from time to time.

"Property Insured" means all real and personal property shown as insured in Your Schedule in respect of the relevant Section and not otherwise excluded.

"Rainwater" means rain falling naturally from the sky onto the buildings and/or ground.

"Riot and Civil Commotion" means a deliberate act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

"Run-off" means Rainwater that has collected on or has flowed across normally dry ground or has overflowed from:

a) swimming pools or spas; or

b) normally dry storm water gutters and normally dry drains, which have been built or approved by a government or public authority.

"Set" means a group of similar or related items that belong together.

"Schedule" means the most recently dated schedule to the Policy We have provided to You which specifies important information such as the Policy number, Situation, those Sections and optional benefits that are in force, the details of the Property Insured, the Sums Insured and any Excess payable.

"Section" or **"Policy Section"** means one of the following sections of this Policy which contains the details of the cover, limits, specific conditions and exclusions that apply to that section:

a) Section One – Home Property;

b) Section Two – Farm Property

c) Section Three – Public and Products Liability

d) Section Four – Motor Vehicles; and

e) Section Five – Engineering.

"Situation" means the address and location of each insured farm and any immediately adjacent or adjoining property owned or leased and managed by You or insured off-farm dwelling disclosed by You and shown in Your Schedule.

"Storm" means violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by Rainwater or snow.

"Storm Surge" means the rise or fall over a short period of the sea level produced by a cyclone.

"Strike" means a deliberate act of any worker who is taking part in industrial action as defined by the Fair Work Act 2009 (Cth) as updated or replaced from time to time. Strike also means any act of lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

"Sum Insured" means the amount(s) stated in Your Schedule as the Sum Insured for the particular cover or Section.

"Theft" means the dishonest taking of Your Property Insured by a third party, with the intention of permanently depriving You of the Property Insured. Theft includes any attempt at Theft.

"Tsunami" means a catastrophic ocean wave caused by submarine earthquake, underwater or coastal landslide, volcanic eruption, or meteorite impact.
It does not include:

a) a rise in the level of the ocean or sea caused by a high tide, a king tide or any other movement of the sea;

b) a rise above the normal water level along a shore resulting from strong onshore winds and/or reduced atmospheric pressure.

"Water" includes Rainwater, snow, sleet or hail.

"We", **"Our"** or **"Us"** means Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850.

"Windmill" means fixed equipment at the Situation that converts kinetic energy from the wind into mechanical energy used to drive machinery for pumping water or milling grain.

"Wind Turbine" means an aerofoil-powered generator at the Situation that converts kinetic energy from the wind into electrical power.

"You" or **"Your"** means the person(s) or legal entity named in Your Schedule as the insured and those people who live with You permanently who are any of the following:

a) Your legal spouse or Your partner with whom you are in a de facto relationship as defined by the Family Law Act 1975 (Cth) as updated or replaced from time to time; or

b) any member of Your own, Your spouse's or Your de facto's family.

General exclusions applicable to all Sections of this Policy

1. War, nuclear, lawful seizure, heat, inherent defects, wilful acts, Wear and Tear and territorial limits

The Policy does not cover loss, destruction, liability or damage directly or indirectly caused by, arising from, or in any way connected with:

a) War

any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military uprising;

b) Nuclear

ionising radiation, radioactive isotopes or contamination by radioactivity from:

(i) any nuclear fuel or from any nuclear waste,

(ii) from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission); or

(iii) nuclear weapons material;

c) Lawful seizure

any lawful confiscation, destruction, detention, nationalisation, requisition or seizure;

d) Heat

any property as a result of it undergoing any process involving the application of heat unless the heating was a direct result of a fire covered under this Policy;

e) Inherent defects

caused through inherent defects, faulty design, structural defects or poor workmanship. However, We will pay for resultant loss or damage that is caused directly by an insured event if You did not know about (or could not reasonably have known about) the defect, faulty design or faulty workmanship at the time this Policy was entered into. Under no circumstances will We repair the inherent defect, structural defect, faulty workmanship or faulty design that caused the loss, nor any loss that is caused by the inherent defect, structural defect, faulty workmanship or faulty design that is not caused directly by an insured event;

f) Wilful acts

any:

(i) dishonest, fraudulent, criminal act or Malicious Act;

(ii) wilful breach of any statute or contract of duty; or,

(iii) conduct intended to cause loss or damage or with reckless disregard for the consequences;

where the wilful acts are committed by:

- You;
- any other person who is acting with Your knowledge or with Your express or implied consent.

g) Wear and tear

depreciation, fading, scratching or marring, gradual deterioration or developing flaws, wear and tear;

h) Territorial limits

occurring anywhere outside the Commonwealth of Australia and its external territories, unless specifically stated otherwise in the appropriate Section.

2. Consequential loss

Except as specifically provided otherwise in the specific terms and conditions in each Section of cover, this Policy does not cover:

a) consequential loss of any kind. This means We don't cover You for anything not expressly described in the Sections of this Policy. Some examples of what We won't pay include loss of income or loss of contractual agreements;

b) legal liability to pay compensation;

c) damage caused by 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 Policy was entered into.

3. Computer technology

Except as specifically provided otherwise in the specific terms and conditions in each Section of cover, this Policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which fails to perform or function in the precise manner for which it was designed for any reason arising from the performance or functionality of such computer technology (including computer chip or control logic).

4. Terrorism

This policy excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any Act of Terrorism, as defined below, regardless of any other cause or event contributing concurrently or in any other sequence to the death, injury, illness, loss, damage, cost or expense.

This Policy also excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

For the purposes of this exclusion, an Act of Terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

a) involves violence against one or more persons; or

b) involves damage to property; or

c) endangers life other than that of the person committing the action; or

d) creates a risk to health or safety of the public or a section of the public; or

e) is designed to interfere with or to disrupt an electronic system.

5. Cyber and Electronic Data

Except as specifically provided otherwise in the specific terms and conditions in each Section of Cover or any endorsement, this Policy does not insure any Damage of whatsoever kind directly or indirectly caused by, contributed to by or arising from:

a) damage, loss, total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation, misappropriation of Electronic Data;

b) error in creating, amending, entering, deleting or using Electronic Data; or

c) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all, from any cause whatsoever, regardless of any other contributing cause or event

whenever it may occur.

However, in the event that any of the matters described above is caused by a peril listed below (being a peril insured by the relevant Sections but for this exclusion) then the relevant Sections, subject to all their provisions, will insure:

a) physical loss of or Damage or destruction to Property Insured directly caused by such listed peril; and/or

b) accidental damage other than non-physical Damage, fire, lightning, thunderbolt, explosion, implosion, earthquake, subterranean fire, volcanic eruption, impact by Aircraft or aerial object dropped therefrom, impact by road vehicle or animal, sonic boom, theft of Electronic Data solely where such theft is a consequence of theft of any computer and/or computer hardware and/or firmware and/or microchip and/or integrated circuit and/or similar device containing such Electronic Data, Breakage of Glass, the acts of persons taking part in riots or civil commotions or of strikers or of locked out workers or of persons taking part in labour disturbances, storm and/or tempest and/or rainwater and/or wind and/or hail, water and other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or pipes at the Situation.

For the purposes of the Basis of Settlement provision in these Sections, computer systems records include Electronic Data.

Any terrorism exclusion in this Policy or any endorsement thereto prevails over this exclusion.

6. Wind Turbines

Except as specifically provided otherwise in the specific terms and conditions in each Section of Cover, this Policy does not cover any personal injury from Wind Turbines.

7. Flood

This Policy does not cover loss or damage caused by or arising from Flood under Section One – Home Property, Section Two – Farm Property, or Section Five – Engineering.

8. Situation left unattended

a) Section One – Home Property

If Your Building has not been occupied or lived in for more than 90 consecutive days, We will not pay for loss or damage to property under Section One – Home Property unless You have Our prior agreement in writing. We consider a Building to be occupied or lived in when You or someone nominated by You have been living in that Building (which may include eating and sleeping in the Building) for at least three (3) consecutive nights, within the 90-day period.

b) Other Sections

If Your Situation is left unattended for any period in excess of 90 consecutive days, We will not pay for loss or damage to property to:

(i) Section Two – Farm Property; or

(ii) Section Five – Engineering;

unless You have Our prior agreement in writing.

Cover may be extended, provided that You pay an additional premium required by Us.

This Situation left unattended exclusion will not apply to Section One – Home Property or Section Two – Farm Property if the loss or damage results from:

(i) lightning;

(ii) thunderbolt;

(iii) riot and civil commotion;

(iv) damage directly caused by impact by a vehicle;

(v) waterborne craft;

(vi) space debris, aircraft, rocket, satellite, a branch; or

(vii) Tsunami or earthquake.

9. Bushfire / Grassfire

This Policy does not cover loss or damage which is caused by, arises from, or is any way connected with bushfire or grassfire within 72 hours after You first take out or increase Your cover under Your Policy. This exclusion period does not apply to renewals or if this insurance commences directly after:

a) another insurance policy covering the same Property Insured expired, without a break in cover;

b) You have entered into a contract of sale to purchase the Property Insured;

c) You have entered into a contract to lease the Property Insured; or

d) You are replacing a vehicle currently insured by Us.

10. Communicable Disease Exclusion

We shall have no liability under this Policy in respect of any claims or costs arising out of any actual or alleged loss, liability, damage, compensation, loss of use, loss of profit, injury, sickness, disease, death, medical payment, defence cost, inquest cost, accident enquiry, cost, expense or any other amount incurred either directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

a) a Communicable Disease as defined below or the fear or threat (whether actual or perceived) of a Communicable Disease or the actual or alleged transmission of a Communicable Disease.

b) As used herein, Communicable Disease shall mean:

(i) Any disease infectious in humans forming part of the Listed Human Diseases under, or is the subject of a Human Biosecurity Emergency under, the Biosecurity Act 2015 (Cth) and any of its subsequent amendments or any similar such listing or declarations of diseases under any subsequent statute that repeals and replaces the Biosecurity Act 2015 (Cth) in whole or part, whether or not such declaration has taken place before or after inception of this Policy; or

(ii) Any disease infectious in humans forming part of the Quarantinable Infectious Diseases as defined under the Health Act 1956 (NZ) and any of its subsequent amendments or any similar such listing of diseases under any subsequent statute that repeals and replaces the Health Act 1956 (NZ) in whole or part, whether or not such declaration has taken place before or after inception of this Policy; or

(iii) Any pandemic or epidemic, as declared as such by the World Health Organisation.

11. Coal Seam Gas

This Policy does not cover loss or damage caused by or arising from the fracking, extraction, exploration, production, installation, removal or any other activities related to manufacture and/or distribution of coal seam gas at Your Situation.

If You have taken out cover under Section Three – Public and Products Liability, and Coal Seam Gas infrastructure exists at Your Situation, which is owned and/or operated by a third party, We will continue to cover You as the property owner. In all other respects this exclusion will continue to apply.

12. Economic Sanctions

Notwithstanding anything contained in this Policy to the contrary, We shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of such claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, United Kingdom, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

13. Silica Exclusion

This Policy does not provide indemnity in respect of claims directly or indirectly arising from the actual or alleged presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.

Other than as amended above, the terms, Conditions and Exclusions of the Policy shall continue to apply.

General conditions applicable to all Sections of this Policy

Except as specifically provided otherwise in the specific terms and conditions in each Section of cover these General conditions are applicable to all Sections of this Policy.

Please Note: If You do not meet the following General Conditions (other than the cancellation condition in clause 2), We may cancel the Policy (to the extent permitted by law) and/or reduce or refuse to pay a claim to the extent We are prejudiced by Your failure.

1. Reasonable care and maintenance

You must take reasonable precautions to prevent Personal Injury or property damage as if You were not insured by the Policy. This would include taking all reasonable care:

a) to prevent loss, damage or legal liability;

b) to maintain the Property Insured in sound condition, in particular to minimise or avoid Theft, loss, damage or liability;

c) to comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements.

   If You are, for example, operating machinery that is used for harvesting farm produce:

   (i) You must comply with all Australian Standards relating to the prevention or containment of fire; and

   (ii) You must comply with any harvest bans, harvest safety alerts, or similar advice issued by a government authority or fire authority where applicable;

d) to minimise any loss or damage.

2. Cancellation rights under the Policy

When You can cancel

You can cancel Your policy whenever You want.

When We can cancel

We can cancel Your policy when the law allows Us to do so, including if:

a) You failed to comply with Your Duty of disclosure;

b) We find out that You made a misrepresentation when You applied for, changed or renewed Your insurance

c) You don't comply with Your policy's terms and conditions, including the terms of paying Your premium

d) You make any fraudulent claims.

If We cancel the policy, We'll give You at least 3 business days' notice in writing before the cancellation date, either:

a) in person to You or Your agent;

b) electronically

c) by post to the address You've given Us.

If You pay by monthly instalment and an instalment becomes overdue, We may cancel Your policy as set out below in "Paying Your premium – instalments".

If the policy is cancelled either by You or Us, We'll refund any premium covering the rest of the period of insurance, unless You've made a total loss claim under this policy and We've agreed to cover it.

3. Paying Your premium – instalments

If You pay Your premium by instalments, You must ensure that they are paid on time. We will notify You if an instalment has not been paid and We will try to deduct the overdue amount along with Your next regular payment. If the next attempt to deduct the outstanding amount fails, We will cancel Your Policy for non-payment. We will send You a notice advising You of cancellation, and cancellation will be effective 14 days from the date on this notice.

4. Paying Your premium – multi-risk policies

If You hold more than one Policy under a single Policy number (what We call combined policies) the Policies collectively form a single contract of insurance and if You fail to pay all or part of the premium, for either one or all Policies, We may cancel this policy and any other policy under the same Policy number. If You pay by instalment this will be in accordance with the process for cancelling contracts where You pay by instalments set out above in the "Paying Your premium – instalments" section.

5. Waiver of subrogation rights

We will not be liable to pay any benefits under this Policy for loss, damage or liability if You agree or have agreed to limit or exclude any right of recovery against a third party who would be liable to compensate You for that loss, damage or liability to the extent that Your loss would have been recoverable from that person but for the agreement. However:

a) We will waive any rights and remedies or relief to which We are or may become entitled by subrogation against:
   (i) any co-Insured (including directors, officers and employees);
   (ii) any corporation or entity (including its directors, officers and employees) owned or controlled by any Insured or against any co-owner of the Property Insured;

b) You may without prejudicing Your position under this Policy:
   (i) release any statutory governmental, semi-governmental or municipal authority from any liability if required by contract to do so;
   (ii) agree to enter into a contract for storage of goods if the items of the contract include a disclaimer clause;
   (iii) agree to enter into a lease for occupancy of any Situation or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

6. Alteration to risk

If You become aware of changes in the facts or circumstances to those which existed when this insurance commenced that You know or ought reasonably know is relevant to Our decision to insure You and the terms on which We will insure You, (for example, the nature of Your Farm Business, other circumstances that affect the Situation or Property Insured) in a way that would increase the risk of loss or damage You must notify Us in writing as soon as practicable.

If We agree to amend Your Policy to cover the change We will do so in writing and if necessary, We will propose any change in premium We may require before We accept the risk. We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium; or We are no longer prepared to insure You because there has been a material change to the risk.

7. Other insurance

You must give Us written notice of any insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, the risk under this Policy or subject matter which is described in the various Sections of this Policy. We will not pay a claim for the same loss under two different sections of this Policy.

8. Claims procedure

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You asked Us first.

a) After You become aware of anything happening which may result in a claim under this Policy You must, at Your own expense take reasonable steps to:
   (i) as soon as reasonably possible inform the police of any Malicious Act, Theft, attempted Theft or loss of property;
   (ii) advise Us as soon as practical by telling Us how the loss, damage, or liability occurred;
   (iii) take all reasonable action to recover lost or stolen property and minimise the claim;
   (iv) within reason You must keep any damaged property until We have had an opportunity to inspect it;
   (v) give Us the information, proof and assistance We may reasonably require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf;
   (vi) provide Us with a detailed account of the circumstances surrounding the damage and the amount being claimed. You must provide a Statutory Declaration if We reasonably request it. When You make a claim for loss or damage to any item insured by this Policy, We will ask You to provide evidence of value and ownership of the property. Examples of evidence that will assist You to prove that You owned the item and prove its value include receipts, valuations, photographs and instruction manuals;
   (vii) give Us notice as soon as reasonably possible of the commencement of any legal proceedings against You including notice of any impending prosecution or details of any inquest or official inquiry;
   (viii) at all times give Us all reasonable information and assistance.

b) You MUST NOT:
   (i) admit liability for, or offer, or agree to settle any claim without Our written consent. If You do, We may reduce or refuse Your claim to the extent We are prejudiced;
   (ii) authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss, damage, liability or injury. Please contact Us to confirm approval for these costs;

c) after You have advised Us of any loss or damage as set out in this general condition:

(i) You must comply with all the terms of the general conditions. If You do not, We may reduce or refuse Your claim to the extent We are prejudiced;

(ii) We have the right to recover from any person against whom You may be able to claim any money paid by Us, and We will have full discretion in the conduct, settlement or defence of any claim in Your name. We will act reasonably having regard to Your interests and will keep You informed if You ask Us to. The amount recovered will be applied first to reducing the amount by which Your loss exceeds the payment made by Us.

Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us;

(iii) We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to;

(iv) We may pay You the Sum Insured or Limit of Liability or other sub-limit under the applicable Section or any lesser amount for which a claim or claims under that Section may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We agreed to pay.

d) If You recover or find any lost or stolen Property Insured for which We have paid a claim, You must:

(i) tell Us as soon as reasonably possible; and

(ii) give Us the recovered or found Property Insured if We request You to do so. At Our discretion (and if safe to do so) You may reclaim the recovered or found Property Insured if You agree to pay Us the reasonable salvage price;

e) If You advise Us of loss or damage to Property Insured, as set out in this general condition:

(i) We may, or anybody We appoint may, for all reasonable purposes and in any reasonable manner:

- enter, take or keep possession of the property that has been damaged or destroyed;
- take or keep possession of the property as We may reasonably require for the purposes of Our investigations; and
- if We accept liability for the loss, sell such Property Insured or dispose of it in a reasonable manner.

But You are not entitled to abandon property to Us.

If We enter, take or keep possession of the property it will not be an admission of liability nor will it affect any of Your obligations under this Policy;

(ii) if We elect or become bound to reinstate or replace any property, You must at Your own expense produce and give Us all such plans, documents, books and information as We reasonably may require;

(iii) Where We are not able to reinstate exactly or completely, (for example, if exact materials are no longer manufactured), We will reinstate in a reasonable manner up to the Sum Insured or Limit of Liability.

9. Reinstatement of Sum Insured for Sections One, Two and Five

In the event of loss or damage insured under Sections One – Home Property, Section Two – Farm Property or Section Five – Engineering, the amount by which the Sum Insured or Limit of Liability is reduced as a consequence any claim for loss, damage or liability which We have settled, will be automatically reinstated from the date of the loss, damage or liability unless:

a) There is a written request from You or written notice by Us to the contrary;

b) You do not pay the premium required for reinstatement;

c) We have paid the full Sum Insured or Limit of Liability; or

d) We state otherwise in the relevant Section.

Any reinstatement of the Limit of Liability under this clause 9 is subject to the condition that Our total liability under this Policy will not exceed:

a) in respect of any one claim, the Limit of Liability shown in the Schedule; and

b) in respect of all claims, an amount equal to twice such Limit of Liability shown in the Schedule.

10. One event for earthquake and/or Tsunami

Only for the purpose of the application of any Excess, all damage resulting from earthquake and/or Tsunami occurring during each period of 72 consecutive hours will be considered as one event, whether such earthquake or Tsunami is continuous or sporadic in its sweep and/or scope and the damage was due to the same seismological conditions. Each event will be considered to have commenced on the first happening of any such damage not within the period of any previous event.

11. GST Notice

This GST provision applies in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Sums insured

All monetary limits in this Policy may be adjusted for GST in some circumstances (see below).

Claim settlements – where We agree to pay

When We calculate the amount We will pay You, We will consider the following:

a) Acquisition of goods, services or repairs

Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.

We will pay the GST amount in addition to the Sum Insured/Limit of Indemnity or other limits shown in the Policy or in the current Schedule (unless We state GST is included in Sum Insured or Limit of Indemnity).

If Your Sum Insured/Limit of Liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.

b) Payment as compensation

Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

Disclosure – Input Tax Credit Entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

12. Interests of other parties

a) 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 and who are specifically noted in Your records 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 damage. Any other persons not in this category or not named on Your Schedule are not covered and cannot make a claim. All third party beneficiaries must comply with the terms and conditions of the Policy.

b) Where the protection provided by this Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, subject to:

(i) the general exclusion 1(f) Wilful Acts; and

(ii) provided the remaining parties must, as soon as reasonably possible after becoming aware of any act or omission that increases the risk of loss, damage or liability, give notice in writing to Us and pay such reasonable additional premium as We may require in order to maintain cover that We may agree to provide for the increased risk as a result of the act or omission.

13. Excesses

An Excess is the amount shown in the appropriate Section of Your Schedule which You must pay as a contribution towards the cost of a claim unless We state otherwise in any Section and/or part of Your Policy. If We settle Your claim by cash settlement, We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement.

If a claim arises from a single event and You can obtain cover under more than one Section, You will only be required to pay the highest single Excess applicable regardless of the number of Excesses which may apply under the individual Sections.

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.

Example 1

An example of where the loss is greater than the sub-limit is:

Sub-limit	$20,000
Excess	$2,000
Loss	$25,000

Claim Calculation

Loss	$25,000
Less Excess	$2,000
Balance	$23,000
Apply Sub Limit	$20,000
Amount payable under Policy	$20,000

Example 2

An example of where is the loss is less than the sub-limit:

Sub-limit	$20,000
Excess	$2,000
Loss	$15,000

Claim Calculation

Loss	$15,000
Less Excess	$2,000
Balance	$13,000
Apply Sub Limit	$20,000
Amount payable under Policy	$13,000

An Excess of $2,000 applies to any claim for loss or damage caused by fire or explosion arising from the Malicious Act of:

- Your tenants; or
- the invitees of You or Your tenants.

In the event that the $2,000 Excess applies the Policy Excess shown in Your Schedule will not apply.

14. Governing law

Your Policy is governed by the laws of the Australian states or territories where the Situations on Your Policy Schedule are located.

15. Headings

Headings are included for reference purposes only and do not form part of the Policy for interpretation.

16. Claims preparation expenses

We will pay for costs necessarily and reasonably incurred for the preparation and negotiation of a claim for which We are liable under the Policy. The maximum We will pay is $10,000 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.

This benefit does not apply to Section One – Home Property.

Section One – Home Property

Cover options

The following cover options are available under Policy Section One:

Part A – Building and/or Contents, and

Part B – Personal effects

Part A – Buildings and/or Contents

Your Schedule will show if You have Buildings cover, Contents cover or both.

The cover

We will cover You in accordance with the cover You have selected from:

- Option 1 – Accidental Damage;
- Option 2 – Defined Events.

Your Schedule will show if You have cover for Accidental Damage or Defined Events.

The maximum amount that We will pay may vary for each of Option 1 – Accidental Damage and Option 2 – Defined Events and will be subject to the Sum Insured and Limit of Liability shown on Your Schedule.

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

Definitions applicable to Section One

Some of the words in Section One have special meanings wherever they appear in Section One. These words and their meanings are defined below and will apply to the cover under Section One.

"Aircraft Landing Area" means any area in which aircraft land, take off, are housed, maintained or operated.

"Bicycle" means any two-wheel vehicle which is propelled by pedals and steered with handle bars attached to the front wheel, including e-bikes which require pedalling to move faster than 6 kilometres per hour.

"Body Corporate" means the body corporate, owners' corporation, corporation, strata company or strata corporation of the Strata Title development applicable to the strata or unit legislation which applies in the State or Territory of the Situation.

"Building(s)" has the meaning set out below in the 'What are Buildings' section.

"Children" means Your natural children, step children, foster children or legally adopted children, who are either:

- under 19 years of age; or
- a full time student under 26 years of age, and who permanently lives with You when they are not studying.

"Common Property" means property owned by the Body Corporate forming part of the Strata Title development.

"Contents" has the meaning set out below in the 'What are Contents' section.

"Contents in the Open Air" means Contents which are located:

- in the open air; or
- under an open sided structure or carport; or
- on a patio or verandah.

"Domestic Fencing" means fencing that is in the immediate vicinity of Your Building that has the primary purpose of enclosing Your Building.

"Domestic Solar Panel(s)" means a set of connected solar photovoltaic modules which are roof mounted, and which may include a solar hot water panel and/or a solar battery storage system, used primarily for domestic purposes and connected to a direct current power inverter.

Domestic Solar Panel(s) includes installation costs as well as the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes.

"Strata Title" means any form of land title which allows for multiple individual titles to exist in or on a block of land where the Common Property is held under a single separate title.

"Occurrence" means any event or events resulting in Personal injury and/or Property Damage and which is/are neither expected nor intended by You. Any series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions, which result in Personal Injury and/or Property Damage, are deemed to be one occurrence.

"Specified Personal Effects" has the meaning set out below in the 'What are Specified Personal Effects' section.

"Unspecified Personal Effects" has the meaning set out below in the 'What are Unspecified Personal Effects' section.

If You have Buildings cover

Additional things We will pay for when You have insured Your Buildings

We will also cover You for the other benefits listed below if You have Buildings cover shown in Your Schedule. Details of the terms, conditions and exclusions which specifically relate to each benefit are detailed on the pages indicated.

Other benefits	Page no
3. Compensation for death from burglars or by fire	26
6. Continuation of cover when You are selling a farm at Your Situation	27
7. Continuing cover after Building total loss	27
9. Counselling	27
13. Environmental Benefits	28
14. Escape of liquid	28
15. Extra costs of reinstatement	28
16. Fire Brigade attendance fees	28
17. Forced Evacuation by Government Authority	28
18. Fusion	29
22. Landlord's Contents	30
23. Landscaping	30
25. Legal liability – cover for injury to other people or damage to their property	31
26. Modifications to Your Buildings as a result of paraplegia or quadriplegia	33
28. Mortgage discharge costs	33
29. Professional Fees	33
30. Removal of debris	33
31. Rental costs after an Insured loss	33
32. Replacement of locks or cylinders	34
34. Strike	34
35. Tax Audit	34
36. Temporary Protection	34
40. Veterinary expenses for domestic animals	35

What are Buildings

In Section One the term "Buildings" means any fully enclosed building or buildings listed on Your Schedule which is or are primarily used as a place of residence including any professional offices in those buildings.

If You have selected Buildings cover the term "Building(s)" also includes:

1. pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, lighting, cooling and heating which are Your property or for which You are legally responsible;
2. fixed appliances which are permanently connected to the electrical, gas or plumbing systems such as air conditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves;
3. fixed ceiling, wall or floor coverings (except for carpets), exterior blinds and awnings;
4. building materials located at the Situation which are intended to be fitted to the Buildings up to a total amount of $2,000, but not sand, soil or gravel or any gas or electrical appliance;
5. Domestic Solar Panels, Wind Turbines, water tanks and water pumps connected to the Building which are used primarily for domestic purposes;
6. when the Buildings are not part of a Strata Title property, the term "Buildings" also includes all structural domestic improvements which belong to You including:
   a) carports, patios, gazebos and domestic outbuildings that are used only for domestic purposes;
   b) built-in furniture;
   c) paved paths, paved driveways, terraces, walls, gates, Domestic Fencing, masts, aerials, satellite dishes, tennis courts, clothes lines and built-in barbeques;
   d) bridges which form part of the driveway used to access Your Building
   e) permanently fixed swimming pools, saunas and spas (including their fixed accessories); and
   f) jetties which are permanently fixed to the land at the Situation and which are Your property and which have no commercial activities undertaken from them.

What are not Buildings

The following items are not Buildings:

a) portable electrical equipment which normally attaches to a power point only;

b) carpets, loose floor coverings, curtains and internal blinds;

c) anything which can be defined as Contents under "What are Contents" on page 22;

d) caravans or mobile homes;

e) landscaping, trees, shrubs and plants unless they would be covered in benefit 23. "Landscaping" on page 30;

f) unpaved paths or driveways constructed of earth or gravel;

g) fencing other than Domestic Fencing;

h) Farm Buildings or Farm Contents as defined on page 41.

If Your Schedule shows that You have Contents insurance, items a), b), and c) above will be covered as Contents.

How We will settle Your Buildings claim

1. **Reinstatement or replacement cover**

   Unless otherwise stated in Your Schedule, reinstatement or replacement cover applies. At Our discretion (acting reasonably) We will:

   a) repair or rebuild any damaged part(s) of Your Building to the same condition as when it was new; or

   b) pay You the reasonable cost of repairing or rebuilding any damaged part of Your Building to the same condition as when it was new; or

   c) pay You up to the amount of the Sum Insured.

   If We have chosen to repair or rebuild the damaged part(s) of Your Buildings, and You do not wish to repair or rebuild them, We will at Our discretion (acting reasonably) pay You as per b) or c) above.

   When extra costs are necessary to meet the requirements of any statutory authority in connection with re-constructing or repairing Your Building at the site, We will only pay up to the limit shown under 15. Extra costs of reinstatement on page 28. When it is not possible to use original materials during the repair or rebuilding process, We will make best efforts to use the nearest available equivalent to the original materials. We will not pay to repair or rebuild property which has not been physically damaged.

   We will adjust Your claims payment in accordance with the GST provision under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 17.

2. Indemnity cover

   Where it is stated in Your Schedule that indemnity cover applies, We will at Our discretion (acting reasonably):

   a) pay You the value of Your Building which would have applied immediately prior to the loss or damage occurring, taking into account the cost of wear, tear and depreciation; or

   b) repair or rebuild any damaged part(s) of Your Building; or

   c) pay You the reasonable cost of repairing or rebuilding any damaged part of Your Building; or

   d) pay You up to the amount of the Sum Insured.

   We will not pay to repair or rebuild property which has not been physically damaged.

   If We have chosen to repair or rebuild the damaged part(s) of Your Buildings, and You do not wish to repair or rebuild them, We will at Our discretion (acting reasonably) pay You as per a), c) or d) above.

3. Unless We have agreed in writing, repair or rebuilding of Your Building(s) must commence within six months of the loss or damage. We will extend this period to the extent that We caused or contributed to the delay. If rebuilding or repair of Your Building(s) has not commenced within this time or extended period to which We have previously agreed in writing, We will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred.

4. Rebuilding may be carried out on another site at the Situation provided that We agree in writing. Please contact Us to confirm approval for these costs.

5. If the claim relates to loss or damage to fixed wall, floor or ceiling coverings, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to use the nearest available equivalent to the original materials or item.

6. If the claim is for gates, Domestic Fencing or freestanding walls damaged or destroyed as a result of Storm, Rainwater or Run-off, We will deduct an amount from any claim settlement for depreciation based on age and condition in relation to:

   a) the wooden parts of any gate, fence or freestanding wall; and

   b) any other materials used in any gate, fence or freestanding wall which are more than five years old; or

   c) where there is evidence of previous damage caused by wear and tear, rust, corrosion, termites, vermin, larvae or other insects.

In no case will We pay more than the Sum(s) Insured less any Excess which may be payable, unless We have stated otherwise under the heading "Other benefits We will pay under Part A – Buildings and/or Contents" on pages 25 to 35.

If You have Contents cover

Additional things We will pay for when You have insured Your Contents

We will also cover You for the other benefits listed below if You have Contents cover shown on Your Schedule. Details of the terms, conditions and exclusions which specifically relate to each benefit are detailed on the pages indicated.

Other benefits	Page no
1. Additional costs of temporary accommodation	25
2. Change of Situation	26
3. Compensation for death from burglars or by fire	26
4. Contents in storage	26
5. Contents in the Open Air at the Situation	26
8. Continuing cover after Contents total loss	27
9. Counselling	27
10. Credit cards – cover for loss or Theft	27
11. Electronic data	27
12. Emergency storage of Contents	28
16. Fire Brigade attendance fees	28
18. Fusion	29
19. Guests', visitors' and employees' property	29
20. Identity Fraud	29
21. Indefinite removal of Contents from the Situation	30
24. Legal defence costs	30
25. Legal liability – cover for injury to other people or damage to their property	31
27. Monitored burglar alarm	33
30. Removal of debris	33
32. Replacement of locks or cylinders	34
33. Spoilage of perishable food	34
35. Tax Audit	34
36. Temporary Protection	34
37. Temporary removal of Contents from the Situation	34
38. Title deeds	35
39. Transit to Your new place of residence	35
40. Veterinary expenses for domestic animals	35

What are Contents

In Section One the term "Contents" means property which belongs to You (or for which You are legally responsible) consisting of:

General Contents

1. carpets, curtains, furnishings, furniture, household goods, internal blinds and loose floor coverings;
2. clothing and personal effects;
3. swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved;
4. mechanised or motorised golf buggies, garden equipment, wheelchairs or motorised wheelchairs which are not registered or do not require statutory bodily injury cover to be taken out;
5. motor cycles up to 250cc in engine capacity. We will only pay for loss or damage to these caused by fire or Burglary;
6. watercraft consisting of:
   a) canoes, sailboards, surfboards, surf skis; and
   b) other watercraft less than 4 metres in length that are not powered by a motor or are powered by a motor less than 10 horsepower;
7. sporting equipment and firearms;
8. portable electrical equipment apart from the electrical equipment in clauses 9, 10, 11, 16, or 18a) below;
9. mobile telephones and tablet computers;
10. computers (including portable computers), associated hardware and software;
11. tools, instruments and equipment which are used primarily for personal purposes;
12. where You are a tenant, landlord's/licensor's fixtures and fittings for which You are legally responsible under the terms of Your lease, licence or similar agreement and fixtures and fittings which You have installed for Your own use, and loss or damage in respect of which are not insured under another policy entered into by a third party or a policy required by law;
13. where Your Situation is a Strata Title Building, fixtures and structural improvements owned by You, which are not insurable by the Body Corporate;

Contents with specified limits of cover

14. Contents consisting of:
    a) jewellery, including uncut stones, watches or an item containing gold and/or silver;
    b) a document of any kind;
    c) a Collection or Set of any kind;
    d) a curio, a picture, a painting or other work of art; and
    e) an oriental rug or carpet, or similar rug or carpet;

    up to a total value of $20,000 for any one item, pair, Set or Collection the maximum amount We will pay for any one claim in respect of these items being 25% of Your Contents Sum Insured;
15. money, cheques and other negotiable instruments up to a total value of $2,000;
16. accessories and/or spare parts of motor vehicles, caravans, trailers, watercraft or aircraft which are not fitted to or are not being used with a motor vehicle, caravan, trailer, watercraft or aircraft, up to a total amount of $4,000;
17. Bicycles and/or sporting equipment up to $2,000 for any one item, pair or set.
18. the following items which are used for business, trade or professional purposes:
    a) computers (including portable computers), associated hardware and software, furniture and other Contents of an office or workplace up to a total amount of $15,000;
    b) tools, instruments and equipment up to a total amount of $7,500.

Specified Contents items which are listed in Your Schedule

19. Specified Contents are those items which are listed in Your Schedule as "Specified Contents items". These are items which You have individually listed due to them being of an unusual nature or of a higher value than would normally be covered. In the event of a claim You must be able to provide evidence of value and ownership of such Specified Contents items.

What are not Contents

The following items are not covered by this Section:

a) anything which is covered under "What are Buildings" on page 20;

b) money, cheques or other negotiable instruments belonging to Your business, trade or profession of a value exceeding $2,000;

c) animals, birds, fish, insects, reptiles or arachnids;

d) trees, shrubs and plants growing outdoors in the ground;

e) farm vehicles, farm trailers, farm machinery and mobile farming implements;

f) motor vehicles (including motor or trail bikes, motorised mini-bikes and motorised go-karts) whether they are capable of being registered or not (unless they would be covered under "General Contents" 4. and 5. on page 22);

g) caravans or trailers;

h) boats and other watercraft unless they would be covered under "General contents" 6. on page 22;

i) aircraft, other than model aircraft or battery powered Drone with a weight under 2kg used for recreational purposes.

How We will settle Your Contents claim

1. At Our discretion (acting reasonably), We will:

   a) repair or replace Your Contents; or

   b) pay You the reasonable cost of repair or replacement; or

   c) pay You up to the amount of the Sum Insured.

   If We pay You the reasonable cost of replacement, we mean the current retail price of the item as if it were new.

   We will adjust Your claims payment in accordance with the GST provision under "General conditions applicable to all Sections of this Policy", "GST notice" on page 17.

2. When it is not possible to repair or replace a damaged item with original materials or an original item, We will make best efforts to use the nearest available equivalent to the original materials or item. We will not pay to repair or replace property which has not been physically damaged.

3. If the claim relates to loss or damage to carpet, loose floor coverings, curtains or internal blinds, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred. We will make best efforts to use the nearest available equivalent to the original materials or item.

4. If any part of a pair, Set or Collection is lost or damaged, We will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, Set or Collection.

5. In no case will We pay more than the Sum(s) Insured shown in Your Schedule less any Excess which may be payable unless We have stated differently under the heading "Other benefits We will pay under Part A – Buildings and/or Contents" on pages 25 to 35.

Cover option 1 – Accidental Damage

We will cover You if You suffer accidental loss or damage to Your Buildings and/or Contents listed on Your Schedule, during the Period of Insurance, however We will not cover You for the events, items or risks described under the following headings:

a) "When We will not pay a claim under Part A – Buildings and/or Contents" on pages 35 to 37; or

b) "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

Cover option 2 – Defined Events

We will cover You against physical loss or damage to Your Buildings and/or Contents listed on Your Schedule, caused by one or more of the Defined Events below, during the Period of Insurance, however We will not cover You for the events, items or risks described under the following headings in:

a) "When We will not pay a claim under Part A – Buildings and/or Contents" on pages 35 to 37; or

b) "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

1. **Accidental Breakage**

   (Applicable if You have Buildings cover, Contents Cover or both, shown in Your Policy Schedule)

   a) If You have Buildings cover, We will pay for accidental breakage of glass, glass or ceramic cooking surfaces of any kind, shower bases, wash basins, sinks, baths, lavatory pans or cisterns when they are permanently fixed to the Building;

   b) If You have Contents cover, We will pay for accidental breakage of glass forming part of Your furniture (including fixed or unfixed table tops and hanging wall mirrors).

   This cover will also apply if You are legally liable as a tenant for the breakage.

2. Earthquake and/or Tsunami

   (Applicable if You have Buildings cover, Contents cover or both, shown in Your Policy Schedule)

   We will pay for loss or damage caused by earthquake and/or Tsunami. The excess shown in Your current Schedule applies to loss or damage caused by an earthquake and/or Tsunami or a series of earthquakes and/or Tsunamis during any period of 72 consecutive hours.

3. Explosion

   (Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

   We will pay for loss or damage caused by explosion.

4. Fire or smoke

   (Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

   We will pay for loss or damage caused by fire or smoke. We will not pay for damage:

   a) which arises gradually out of repeated exposure to fire or smoke;

   b) to any property caused by it undergoing a process necessarily involving the application of heat; or

   c) to any property caused by scorching and/or melting unless the scorching and/or melting is a direct result of a fire covered under this Policy.

5. Impact damage

   (Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

   We will pay for loss or damage caused by the impact of any of the following objects:

   a) a road or rail vehicle;

   b) a watercraft;

   c) an external aerial or satellite dish which collapses or breaks;

   d) an animal other than a domestic pet;

   e) an aircraft, Drone, remotely piloted aircraft, unmanned aerial device, spacecraft, rocket or satellite or anything dropped or falling from an aircraft, Drone, space debris or debris from a rocket or satellite; and,

   f) falling trees or parts of falling trees, however We will not pay for falling tree or parts of falling trees where You have given express or implied consent for the lopping or felling.

6. Lightning or thunderbolt

   (Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

   We will pay for loss or damage caused by lightning or thunderbolt.

7. Malicious Acts

   (Applicable if You have Buildings cover, Contents Cover or both shown in Your Schedule)

   We will pay for loss or damage caused by Malicious Acts.

   We will not provide cover if the loss or damage was caused by a Malicious Act (other than fire and explosion) by:

   a) You or anyone who lives with You; or

   b) any other person who is acting with Your express or implied consent.

   We will not pay if the Malicious Act relates to contents which are in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences.

   "Malicious Acts" does not include theft.

8. Strike or Riot and Civil Commotion

   (Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

   We will pay for loss or damage caused by Strike or Riot and Civil Commotion.

9. Storm, Rainwater or Run-off

   (Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

   We will pay for loss or damage caused by Storm, Rainwater or Run-off.

   We will not pay for loss or damage:

   a) caused by:

      (i) Flood; or

      (ii) Flood water combined with Run-off and/or Rainwater;

   b) caused by action of the sea or high water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance;

   c) caused by:

      (i) shrinkage or expansion of earth or land; or

      (ii) hydrostatic pressure;

   d) to retaining walls;

   e) to swimming pool and spa covers, their liners or their solar domes;

   f) to the external paintwork or other exterior coatings of the buildings caused by Rainwater;

g) caused by water seeping, percolating or otherwise penetrating into the buildings as a result of:

(i) structural defects;

(ii) faulty design of the buildings; or

(iii) faulty workmanship in the construction of the buildings where You or a reasonable person in the circumstances could be expected to have been aware of such faults or defects at the time this Policy was entered into;

h) caused by water seeping, percolating or otherwise penetrating into the buildings as a result of Your failure to adequately maintain the buildings;

i) caused by wind, Rainwater, hail or snow entering the buildings through an open window or door or any opening not made by the Storm, unless the loss or damage is caused by Run-off;

j) caused by water entering Your Buildings through an opening made for the purpose of alterations, extensions, renovations or repairs;

k) to Greenhouses, Fabric Shelters or netting.

10. **Theft, Burglary or housebreaking**

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

We will pay for loss or damage caused by Theft, Burglary or housebreaking.

We will not pay if the actual or attempted Theft, Burglary or housebreaking:

a) is committed by:

(i) You or anyone who lives with You;

(ii) any other person who is acting with Your express or implied consent;

b) takes place in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences;

c) relates to the Theft of money, cheques or other negotiable instruments unless there is visible evidence of forcible and violent entry into the buildings; or

d) relates to Contents in the Open Air or Contents in a motor vehicle, caravan, trailer, watercraft or tent, except in the circumstances set out under Benefit 5. Contents in the Open Air at the Situation on page 26.

11. **Water or other liquid damage**

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

We will pay for loss or damage which results directly from liquid that escapes from:

a) a fixed pipe and attachments, fixed gutter, fixed tank or a drain;

b) dishwashers;

c) washing machines;

d) a bath, basin, sauna, spa, shower base or shower wall, sink, toilet, or tiled floor that has drainage holes;

e) waterbeds; or

f) aquariums;

We will also cover the reasonable cost of finding where the 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 or replacing the item from which the liquid escaped.

12. **Landslide or subsidence**

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

We will pay for loss or damage caused by landslide or subsidence if the damage occurs within 72 hours of and as a direct result of one of the following Defined Events:

a) Storm, Rainwater or Run-off;

b) earthquake or Tsunami;

c) explosion.

Other benefits We will pay under Part A – Buildings and/or Contents

1. Additional costs of temporary accommodation

(Applicable only if You have Contents cover shown in Your Schedule)

Words that have special meaning in this benefit

"Additional Costs" means those rental and other costs which You incur at the location of Your temporary accommodation which are in addition to the costs You would have had to incur if You continued to live at Your Situation.

If You normally live in the Building, the amount We will pay will be based on the Building's rentable value.

We will reimburse the Additional Costs You have to pay for temporary accommodation where:

a) the Buildings You live in are damaged during the Period of Insurance to such an extent that You cannot live in them; and,

b) You temporarily take accommodation elsewhere.

We will pay for temporary accommodation for:

a) the period which is reasonably necessary, or

b) 12 months,

whichever period of time is shorter.

We will also pay up to $1,000 for the cost of temporary accommodation of Your pets in a commercial boarding establishment.

If You have Defined Events cover shown in Your Schedule, the maximum aggregate total amount We will pay for Additional Costs of temporary accommodation under this benefit is 10% of the Sum Insured on Your Contents.

If You have Accidental Damage cover, the maximum aggregate total amount We will pay for Additional Costs of temporary accommodation under this benefits is 20% of the Sum Insured on Your Contents.

We will not pay the Additional Costs of temporary accommodation under Section One if:

a) You have insured Your Buildings with Us and We have agreed to pay Your claim for "Rental costs after an Insured loss" on page 33; or

b) You are the landlord of the Building(s).

2. Change of Situation

(Applicable only if You have Contents cover shown in Your Schedule)

If You are permanently moving to a new Situation in Australia, We will cover Your Contents during the Period of Insurance under the standard terms and conditions of this Policy while they are contained in the Buildings at Your Situation and in the buildings at Your new situation, for up to 45 days from the date You begin to move Your Contents.

You will not be covered if You do not notify Us of the permanent removal of Your Contents and provide details of the new situation to be insured as soon as reasonably possible after You have moved to Your new situation.

3. Compensation for death from burglars or by fire

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If during the Period of Insurance You suffer visible bodily injury caused by burglars or by fire at Your Situation which directly results in Your death, paraplegia or quadriplegia within 12 months of the injury, We will pay to You, or in the case of Your death to Your estate, in addition to the Sum Insured:

a) $25,000 if You have Accidental Damage cover; or

b) $15,000 if You have Defined Events cover.

We will only pay this benefit once during any one Period of Insurance regardless of the number of Building or Contents insurance policies held with or issued by Us.

No Excess will apply to this benefit.

4. Contents in storage

(Applicable only if You have Contents cover shown in Your Schedule)

If this Policy insures Your Contents, We pay for loss or damage to Your Contents from the Building caused by an insurable event during the Period of Insurance when the Contents are in storage provided You obtain Our written agreement before the Contents are put into storage.

Under this benefit We do not pay for:

a) Your Contents stored in open plan storage premises, including furniture repositories, warehouses, factories, or other industrial premises;

b) Your Contents stored in shipping containers; or

c) any jewellery, or negotiable instruments whilst they are in storage.

5. Contents in the Open Air at the Situation

(Applicable only if You have Contents cover shown in Your Schedule)

We will cover Your Contents in the Open Air or in a motor vehicle, caravan, trailer, watercraft or tent at the Situation during the Period of Insurance. We will pay:

a) up to a total amount of $5,000 for loss or damage caused by Theft;

b) up to a total amount of $2,000 for loss or damage caused by Storm, Rainwater or Run-off; or

c) up to a total amount of 20% of Your Contents Sum Insured for any claimable loss other than Theft, Storm, Rainwater or Run-off.

We will not pay more than the maximum amounts shown under the heading "Contents with specified limits of cover" on page 22 for any one item, pair, Set or Collection.

We will not pay for loss or damage to the following Contents in the Open Air or in a motor vehicle, caravan, trailer, watercraft or tent at the Situation:

a) money, cheques and other negotiable instruments; or

b) Contents used for business, trade or professional purposes consisting of:

   (i) tools, instruments and equipment;

   (ii) furniture and other contents of an office or workplace; or

   (iii) stock.

6. Continuation of cover when You are selling a farm at Your Situation

(Applicable only if You have Buildings cover shown in Your Schedule)

If a contract for the sale of a farm at Your Situation has been entered into during the Period of Insurance for Section One, We will cover You;

a) for accidental loss or damage, if You have selected Option 1; or

b) for loss due to a Defined Event, if You have selected Option 2.

to Your Building up to Your Building's Sum Insured, until the date that the responsibility for insuring Your Building passes to the buyer under the law applicable in the state or territory where Your Building is located.

7. Continuing cover after Building total loss

(Applicable only if You have Buildings cover shown in Your Schedule)

Subject to General Condition 9 on page 16 dealing with reinstatement of sums insured, You are fully insured again for Your buildings during the Period of Insurance 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 the Building will end. However, liability cover in relation to Your Buildings formerly occupied by You will continue beyond the expiry date of Your Policy until earliest of:

a) any construction commencing at the Situation;

b) the sale of the Situation or any part of it;

c) another policy entered into by a third party or required by law that includes liability cover in relation to the loss being taken out in relation to the Situation;

d) the commencement of construction of a building to replace the insured building at another situation; or

e) six months from the date of the damage that caused the loss.

8. Continuing cover after Contents total loss

(Applicable only if You have Contents cover shown in Your Schedule)

Subject to General Condition 9 on page 16 dealing with reinstatement of Sums Insured, You are fully insured again for Your Contents during the Period of Insurance 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 Contents will be reinstated to $10,000 to provide cover for replacement Contents.

9. Counselling

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If We are liable for a claim for the Building and You or a member of Your Family require counselling as a direct result of an insured event at the site during the Period of Insurance, We will pay for the professional counselling service incurred. The total amount payable under Section One is $1,000 per person, and $1,000 for any one Period of Insurance.

We do not insure You or Your Family for any payment that would contravene any legislation, including but not limited to the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

10. Credit cards – cover for loss or Theft

(Applicable only if You have Contents cover shown in Your Schedule)

If Your credit card or other automatic teller machine card is lost or stolen during the Period of Insurance and You are legally liable to pay for credit given to anyone who has found or stolen Your card, We will pay up to $5,000 if You have Defined Events cover shown in Your Schedule and $7,500 if You have Accidental Damage cover shown in Your Schedule for any one occurrence of loss or Theft of one or more of Your cards.

We will not pay You under this benefit if the loss is caused by You breaching the conditions under which Your card was issued.

No Excess will apply to a claim made for loss or Theft under this benefit.

11. Electronic data

(Applicable only if You have Contents cover shown in Your Schedule)

In relation to computers, and related storage media normally stored at the Building, We will pay the costs of restoring data stored on such computers and related storage media (including cost of data restoration) damaged at the Building during the Period of Insurance, up to a maximum amount of $2,000.

Any payment made by Us forms part of and is not in addition to the limit of Sum Insured specified on Your Policy Schedule.

12. Emergency storage of Contents

(Applicable only if You have Contents cover shown in Your Schedule)

If the Buildings You live in at the Situation are damaged during the Period of Insurance by an event covered by Section One to such an extent they cannot be lived in by You, We will pay the reasonable costs to move and store Your Contents in a storage facility agreed by Us for a maximum period of 12 months, while the Buildings are being repaired or replaced, if You obtain Our written agreement before Your Contents are put in storage. We will also cover Your Contents while they are in storage.

Any payment We make under this benefit will be in addition to any amount We pay on Your Contents.

Under this benefit We do not pay for Your Contents stored:

a) in open plan storage premises, including furniture repositories, warehouses, factories, or other industrial premises; or

b) in shipping containers.

13. Environmental Benefits

(Applicable only if You have Buildings cover shown in Your Schedule)

If Your Building has been totally destroyed by an insured event during the Period of Insurance and We have agreed to rebuild Your Building, We will pay up to a maximum amount of $10,000 if You have Accidental Damage cover shown in Your Schedule or $5,000 if You have Defined Events cover shown in Your Schedule, of the cost to You, after deduction of any rebate You are eligible for under any government or council rebate scheme, to install any combination of the following:

- rainwater tank;
- Domestic Solar Panels;
- hot water heat exchange system; or
- grey water recycling system.

A rainwater tank facility includes:

- a rainwater tank;
- water pump and wiring;
- foundation or tank stand;
- pipes connecting the roof to the tank; and
- installation costs.

A hot water heat exchange system includes:

- heat exchange system;
- electrical wiring;
- foundation or tank stand;
- water pipes; and
- installation costs.

A grey water recycling system includes:

- recycling system;
- distribution pipes;
- connectors;
- outlet housings; and
- installation costs.

14. Escape of liquid

(Applicable only if You have Buildings cover shown in Your Schedule)

We will pay the cost to locate the source of liquid escaping or overflowing at the Situation and to repair and restore the damage to Your Building caused by Our exploratory work if the escape of liquid first happens during the Period of Insurance.

The maximum We will pay if You have Defined Events cover shown in Your Schedule is $1,000 and if You have Accidental Damage cover shown in Your Schedule is $1,500 for each incident, this forms part of and is not additional to the Sum Insured as noted in Your Schedule under Building.

No Excess will apply to this benefit.

15. Extra costs of reinstatement

(Applicable only if You have Buildings cover shown in Your Schedule)

If Your Building is damaged as a result of an event insured under this Policy during the Period of Insurance, and We are liable for a claim, We will pay up to $30,000 for the extra costs necessary to meet the requirements of any statutory authority in connection with re-constructing or repairing Your Building at the site.

If only part of the Building is damaged, We 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 if You were required to comply with the notice, and had not done so, before the Building suffered loss or damage.

16. Fire Brigade attendance fees

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If a fire service is called to protect Your Building or its grounds against fire or another emergency during the Period of Insurance, We will pay up to $1,500 for any charges imposed.

Any payment made by Us forms part of and is not in addition to the limit of Sum Insured specified on Your Policy Schedule.

17. Forced Evacuation by Government Authority

(Applicable only if You have Buildings cover shown in Your Schedule)

If this Policy covers a Building that You let to tenants and it cannot be lived in because a government authority prohibits it from being used during the Period of Insurance, We will pay any resultant rent lost. The prohibition must be as a direct result of damage to neighbouring premises that would result in a valid claim under this Policy. We pay for a maximum of 60 days loss of rent or rentable value if the Building is tenanted or is between tenants at the time the loss or damage occurred. We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

If You cannot live at the Situation because a government authority denies You access, We will pay any increase in Your living expenses that is necessary and reasonable to maintain Your normal standard of living for up to 60 days. The denial must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We will not cover loss due to cancellation of a lease or agreement. We will not pay for rental costs if You:

a) have insured Your Contents with Us and We have agreed to pay Your claim for benefit 1. "Additional costs of temporary accommodation" on page 25;

b) are the landlord of the Building(s) and:

   (i) Your Building(s) have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage; or

   (ii) You did not have a contract in place for Your Building(s) to be tenanted within the 30 days immediately following the date of the loss or damage.

18. Fusion

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If a household electrical motor or pump (including sealed or semi-sealed refrigeration units) burns out during the Period of Insurance We will, at Our discretion (acting reasonably), either pay the reasonable cost to repair, reinstate or replace the motor. We will only do this if the electric motor is 15 years old or less.

19. Guests', visitors' and employees' property

(Applicable only if You have Contents cover shown in Your Schedule)

We will pay up to $5,000 if property belonging to Your guests, visitors or employees is accidentally lost or damaged during the Period of Insurance when Your guests', visitors' or employees' property is kept in the Buildings, provided that We would have paid the claim if the lost or damaged property had belonged to You.

We will not pay for:

a) loss which is insured by a policy entered into by a third party or by a policy required by law;

b) items which are not listed under the heading "What are Contents" on page 22.

If money or negotiable instruments belonging to a guest, exchange student or visitors are lost or damaged, We will regard that money or negotiable instruments as belonging to You. The maximum We will pay is $1,500. Any payment of a claim for such Loss is included in the Sum Insured.

We will not pay any claim in respect of the money or negotiable instrument where the loss is already insured under another Policy by someone other than You or a policy required by law.

No Excess will apply to this benefit.

20. Identity Fraud

(Applicable only if You have Contents cover shown in Your Schedule)

If this Policy covers Your Contents and Your identity is lost and/or stolen and during the Period of Insurance someone uses Your personal details without lawful authority for fraudulent use and/or financial gain, We will pay up to $5,000 per Period of Insurance for Your costs and expenses incurred to restore Your identity from its unauthorised use. Our liability under this benefit is limited as follows:

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 up to $2,000 per week that would have been earned but were not, solely because it was necessary for You to rectify records in relation to Your true name or identity;

d) loan application fees incurred as a result of reapplying 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) 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 with Your collusion;

b) Your Family or with their collusion;

c) an ex-partner;

d) someone who normally lives with You;

e) You or Your Family committing an illegal or dishonest act;

f) 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;

g) if You are not an Australian resident; or

h) business interruption in relation to any business.

We do not re-pay any loans or other amounts fraudulently procured in Your name. We do not pay any fines or for any infringements or penalties imposed. We do not pay any costs that are or could be reimbursed by another party, for example, a financial institution.

21. Indefinite removal of Contents from the Situation

(Applicable only if You have Contents cover shown in Your Schedule)

We will cover Your Contents for loss or damage by an event covered by this Policy during the Period of Insurance, not specifically excluded, when they are indefinitely removed from Your Situation subject to the limits described below.

We will cover:

a) sporting equipment that is stored within a club room;

b) Contents stored in a bank safe deposit box, other than title deeds; and

c) personal belongings including sporting equipment whilst You are away from home attending school, college or university.

We will not cover loss or damage to:

a) money, cheques or other negotiable instruments:

   (i) in the open air or in a motor vehicle, caravan, trailer, watercraft or tent; or

   (ii) caused by Theft;

b) Contents which are on the way to, from or in commercial storage facilities unless they would be covered under 'Contents in storage' on page 26 or 'Emergency storage of Contents' on page 28;

c) Contents while in transit during permanent removal from the Situation unless they would be covered under "Transit to Your new place of residence" on page 35;

d) accessories, extras and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft, Drones or aircraft;

e) watercraft caused by Theft;

f) motor or trail bikes, including eBikes that do not require pedalling to move at more than 6 kilometre per hour;

g) Contents used for business, trade or professional purposes consisting of:

   (i) tools, instruments and equipment;

   (ii) furniture and other Contents of an office or workplace;

   (iii) stock; or

h) property belonging to guests, visitors or employees.

22. Landlord's Contents

(Applicable only if You have Buildings cover shown in Your Schedule)

If the Buildings are rented to tenants, We will pay to repair or replace carpet, loose floor coverings, curtains and internal blinds which have been accidentally lost or damaged during the Period of Insurance.

We will not cover loss or damage caused by Malicious Acts (other than fire or explosion) by Your tenants or their invitees acting with Your express or implied consent.

Our maximum payment for this benefit will be the lesser of $10,000 or the balance of any Sum Insured after payment of Your claim for the damage to Your Buildings.

23. Landscaping

(Applicable only if You have Buildings cover shown in Your Schedule)

We will pay the cost of landscaping including the replacement of fixed trees, plants and shrubs which have been accidentally lost or damaged during the Period of Insurance, except if the loss or damage was due to Storm, up to an amount of $500 for any one tree, plant or shrub.

We will not pay more than $10,000 during any one Period of Insurance. Any payment by Us is included in the Building Sum Insured.

24. Legal defence costs

(Applicable only if You have Contents cover shown in Your Schedule)

If You live at the Situation, We will pay up to a maximum of $10,000 during any one Period of Insurance for legal fees, costs and expenses that You reasonably incur with Our consent in defending legal proceedings brought against You by a third party in Australia during the Period of Insurance. Please contact Us to confirm approval for these costs. Any payment by Us is included in the Contents Sum Insured.

This limit for legal defence costs does not apply to any claim which is covered by Other Benefit 25. "Legal Liability – cover for injury to other people or damage to their property" cover in which case the limit under that benefit will apply in place of this cover.

We will not pay or reimburse You for any legal proceedings or claims related to:

a) claims by any Family members, including but not limited to, any current or former spouse or partner;

b) any matter falling within the jurisdiction of the Family Court of Australia, including but not limited to, divorce, separation, property disputes or child visitation, custody or maintenance;

c) any criminal offence;

d) defamation or slander;

e) dishonesty or misconduct;

f) intentional violence;

g) any workers' compensation legislation, statutory accident compensation scheme, compulsory third party insurance or other insurance cover required by legislation;

h) Your Farming Business, trade or profession; or

i) road traffic or boating offences;

We will not pay or reimburse You for any:

a) fines, penalties or awards of aggravated, exemplary or punitive damages;

b) award of damages made against You; or

c) claims or legal proceedings, whether initiated, threatened or commenced, which You were aware of or should have been aware of before You entered into this Policy.

25. Legal liability – cover for injury to other people or damage to their property

(Applicable if You have Buildings cover, Contents Cover or both shown in Your Schedule)

We will cover Your legal liability for payment of compensation in respect of:

a) death, Personal Injury; and/or

b) physical loss of or damage to property,

occurring during the Period of Insurance which is caused by an accident or series of accidents attributable to one source or originating cause.

This cover applies in respect of an accident occurring:

a) anywhere in Australia; or

b) elsewhere in the world, when You are temporarily outside Australia provided You normally reside in Australia.

"Personal Injury" means Bodily Injury, shock, mental anguish or mental injury, libel, slander or defamation of character, including death.

Personal Injury does not include the publication or utterance of a libel or slander:

- made prior to the commencement of the Period of Insurance;
- made by or at the direction of You with knowledge of its falsity; or
- relating to advertising, broadcasting or telecasting activities by or on behalf of You.

"Bodily Injury" means physical bodily harm including sickness or disease that results from it and required loss of care, loss of services and/or resultant death.

Limit of Liability

The maximum amount We will pay under this Benefit is $20,000,000 arising out of any one occurrence as defined or series of occurrences attributable to one source or originating cause in any one Period of Insurance.

Committee Member of a Social or Sporting Club

We insure You and any member of Your Family against any claim for compensation or expenses which You or the member of Your Family become legally liable in Australia to pay for an alleged or actual act or omission arising out of Your position as a committee member of a sporting club or social club.

We will not pay if You, or any member of Your Family, receive any payment, allowance or fee for holding the position, other than the reimbursement of direct costs incurred in carrying out Your position, including travel expenses where applicable. We only pay for a claim made as a result of an occurrence during the Period of Insurance.

The maximum amount that We will pay under this "Committee Member of a Social Club" benefit in any one Period of Insurance is $10,000.

We will not insure You or Your Family against liabilities arising from:

a) any act or omission for which You or Your Family receive reimbursement from the sporting or social club; or

b) any act or omission which is committed or alleged to have been committed prior to the Period of Insurance commencing on or after it has ended.

In addition, We will also pay all legal costs and expenses You incur with Our consent for which You are legally liable plus the cost of any lawyers We appoint. If legal costs and expenses are incurred without Our prior consent, We will only pay the reasonable costs We would have if Our consent had been obtained.

What You are not covered for under Other benefit 25. Legal liability – cover for injury to people or their property:

a) We will not cover Your legal liability for:

(i) injury to You or damage to Your property;

(ii) injury to any person who normally lives with You, or damage to their property;

(iii) injury to Your employees or damage to their property;

(iv) loss of or damage to property in Your care, custody or control except that property in which You live as a residential tenant;

(v) claims arising out of Your Farming Business, trade or profession (unless You are working on a part-time temporary basis as a babysitter caring for children);

(vi) which You are liable because of the terms of an agreement, other than a lease or rental agreement, You have entered into (unless You would have been liable if the agreement did not exist);

(vii) damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property;

(viii) claims arising out of Your ownership, custody or use of any:

- aircraft, Drone, other aerial device or Aircraft Landing Area, except a model aeroplane or toy kite;
- unregistered motor vehicle that is not required to be registered by law or in respect of which there is no compulsory statutory scheme of indemnity, other than garden equipment, a golf buggy, or a wheelchair;
- watercraft except for surfboards, sailboards, canoes and surf skis; and
- other non-motorised watercraft more than 4 metres in length and that do not require registration under state or territory legislation;

(ix) claims involving Buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the Buildings costing more than $100,000;

(x) claims arising out of the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of Water. Except for accidents happening in Canada or the United States of America, this exclusion will not apply if such a discharge, dispersal, release or escape is caused by a sudden identifiable unexpected and unintended happening which takes place in its entirety at a specific time and place. We will not pay expenses for the prevention of such contamination or pollution;

(xi) claims for:

- pregnancy; or
- the transmission of disease;

(xii) claims arising out of Your ownership or possession of any Building except for Your Buildings shown in Your Schedule.

b) Except as specifically provided otherwise in the specific terms and conditions in each Section of cover We will not:

(i) cover Your legal liability arising out of breach of copyright or assault caused by You;

(ii) cover any liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;

(iii) cover any liability directly or indirectly arising out or in any way connected with any Horse Riding Activities, unless otherwise stated in Your Schedule;

(iv) cover You for any legal liability arising from any:

- statutory, compulsory scheme or fund; or
- accident compensation scheme or workers compensation policy of insurance; or
- industrial award,

even if the amount recoverable is nil;

(v) cover You for any legal liability which is over that recoverable under any:

- statutory, compulsory scheme or fund; or
- accident compensation scheme or workers compensation policy of insurance; or
- industrial award;

(vi) pay for any aggravated, exemplary or punitive damages, fines or penalties.

Except as specifically provided otherwise in the specific terms and conditions in each Section of cover special conditions applying to legal liability

a) If You own the Buildings but have only insured Your Contents under this Policy, We will not cover any legal liability You may incur as owner of the Buildings.

b) If You own the Buildings and have only insured Your Buildings under this Policy, We will only cover any legal liability You may incur as owner of the Buildings.

c) If You own the Buildings but do not live in them, We will not consider Your ownership to be a business.

No Excess will apply to this benefit.

26. Modifications to Your Buildings as a result of paraplegia or quadriplegia

(Applicable only if You have Buildings cover shown in Your Schedule)

"Paraplegia or Quadriplegia" refers to the permanent loss of motor function and sensory capability in both lower limbs (paraplegia) or all four limbs (quadriplegia). This condition must persist for at least 12 months and be medically confirmed as irreversible or expected to continue indefinitely. We will pay You for the cost of modifying Your Building on confirmation of Your indefinite Paraplegia or Quadriplegia by a registered medical practitioner, if:

a) Your Paraplegia or Quadriplegia is a direct result of loss or damage to Your Buildings by an insured event covered by this Policy during the Period of Insurance; and

b) Your Buildings are Your principal place of residence.

If You have Defined Events cover shown in Your Schedule, the maximum amount We will pay arising out of any one event for the cost of modifying Your Building, regardless of the number of Buildings or Contents insurance policies held with Us will be $10,000.

If You have Accidental Damage cover shown in Your Schedule, the maximum amount We will pay for any claim arising out of any one event for the cost of modifying Your Building, regardless of the number of Buildings or Contents insurance policies held with Us will be $25,000.

27. Monitored burglar alarm

(Applicable only if You have Contents cover shown in Your Schedule)

We will pay the reasonable costs You have to pay a security firm to attend Your Situation in response to Your monitored burglar alarm system during the Period of Insurance. We will only pay this cost when there is:

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 attempted Burglary.

The maximum amount We will pay is $2,500.

28. Mortgage discharge costs

(Applicable only if You have Buildings cover shown in Your Schedule)

If Your Buildings are totally destroyed by an event covered by this Policy during the Period of Insurance and We are liable for a claim, We will also reimburse Your reasonable legal costs for the discharge and replacement of Your mortgage(s) including legal fees and statutory government charges.

Any payment We make under this benefit will be in addition to any amount We pay on Buildings.

29. Professional Fees

(Applicable only if You have Buildings cover shown in Your Schedule)

We will pay the reasonable costs of architects, surveyors and engineers and any legal fees that arise from reinstating Your Building when loss or damage occurs during the Period of Insurance.

30. Removal of debris

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

We will pay the reasonable costs of demolishing, removing and disposing of any Building and Contents debris when damage or loss otherwise covered under the Policy occurs during the Period of Insurance.

When the Buildings or Your Contents have been destroyed or damaged by an event covered by this Policy during the Period of Insurance and We are liable for a claim, We will also pay up to $5,000 for the professional costs of removing and disposing of tree stumps from the ground where a tree has fallen as a result of a Storm.

We will not pay for:

a) the removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen except as otherwise stated in this benefit;

b) the costs of complying with the requirements of any statutory authority if You received notice of the requirements and You were required to comply with the requirements and had not done so before the loss or damage occurred.

Any payment We make under this benefit will be in addition to any amount We pay for Buildings or Contents, but the maximum amount We will pay:

a) when Your Contents have been destroyed or damaged is 20% of the Sum Insured on Your Contents plus the balance of any Sum Insured remaining after payment of Your claim for damage to Contents;

b) when Your Buildings have been destroyed or damaged is 20% of the Sum Insured on the Buildings plus the balance of any Sum Insured remaining after payment of Your claim for damage to Buildings.

31. Rental costs after an Insured loss

(Applicable only if You have Buildings cover shown in Your Schedule)

If the Building is accidentally damaged during the Period of Insurance to such an extent that You or Your tenant cannot live in it, We will pay the rental costs for:

a) the length of time which is necessary to reinstate Your Building; or

b) up to a maximum period of 12 months,

whichever period of time is the lesser.

If You normally live in the Building, the amount We will pay will be based on the Building's rentable value.

If You are the landlord of the Building, the amount We will pay will be based on the annual rent payable by Your tenant.

If You have Defined Events cover specified in Your Schedule, the maximum We will pay under this benefit is 15% of the Sum Insured on the Building.

If You have Accidental Damage cover specified in Your Schedule, the maximum We will pay under this benefit is 20% of the Sum Insured on the Building.

If You normally live in the Buildings, We will also pay the costs of alternative accommodation for Your domestic pets, and Your additional living expenses, up to $1,000.

32. Replacement of locks or cylinders

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

If the key for the lock of any external door or window for Your Building is stolen during the Period of Insurance, or there are reasonable grounds to believe that the key(s) have been duplicated, We will pay for the replacement of the lock(s) or cylinder(s) operated by that key.

No Excess applies to this benefit.

33. Spoilage of perishable food

(Applicable only if You have Contents cover shown in Your Schedule)

We will pay up to $2,500 for spoilage of perishable food and medicine for human consumption in a domestic refrigerator, cold room, freezer or deep freeze unit caused by:

a) an insured event;

b) accidental damage to the refrigerator, cold room, freezer or deep freeze unit;

c) breakdown or failure of the unit or any of its components;

d) escape of the refrigerant or fumes; or

e) accidental failure of the public electricity supply to the Building;

occurring during the Period of Insurance. We will not pay if the spoilage is caused by:

a) Flood;

b) Strikes;

c) a deliberate act of a power supply authority;

d) accidental disconnecting or switching off the electricity supply; or

e) the breakdown or failure of any motor more than 15 years old.

34. Strike

(Applicable only if You have Buildings cover shown in Your Schedule)

We will pay for damage to Your Building during the Period of Insurance arising out of the acts of persons taking part in Strikes. The maximum amount We will pay under this benefit is $5,000.

35. Tax Audit

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

We will pay for the fees that You must pay to an accountant when Your personal financial affairs are audited by the Federal Commissioner of Taxation during the Period of Insurance. Please contact Us to confirm approval for these costs prior to the fees being incurred. The most We will pay during any one Period of Insurance is $5,000 regardless of the number of Building or Contents insurance Sections insured on Your Policy. We will not pay claims for:

a) any audit that relates to a criminal prosecution;

b) fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation;

c) any fines, penalties or adjustments of taxation; or

d) any audit that relates to Your Farming Business or any other business.

36. Temporary Protection

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

We will also pay the reasonable costs of temporary protection of Your Buildings and/or Contents up to $15,000 if You have Defined Events cover and $25,000 if You have Accidental Damage cover. This amount is in addition to the Buildings/Contents Sum Insured.

37. Temporary removal of Contents from the Situation

(Applicable only if You have Contents cover shown in Your Schedule)

We will cover Your Contents for loss or damage by an event covered by this Policy during the Period of Insurance, not specifically excluded, when they are temporarily removed from Your Situation to another location anywhere in the world for a maximum period of up to 100 consecutive days and subject to the limits described below.

We will not cover loss or damage to:

a) money, cheques or other negotiable instruments:

   (i) in the open air or in a motor vehicle, caravan, trailer, watercraft or tent; or

   (ii) caused by Theft;

b) Contents which are on the way to, from or in commercial storage facilities unless they would be covered under 'Contents in storage' on page 26 or 'Emergency storage of Contents' on page 28;

c) Contents while in transit during permanent removal from the Situation unless they would be covered under "Transit to Your new place of residence" on page 35;

d) Contents which have been permanently removed from the Situation unless they would be covered under "Indefinite removal of Contents from the Situation" on page 30;

e) accessories, extras and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft, Drones or aircraft; or

f) watercraft caused by Theft;

g) motor or trail bikes;

h) Contents used for business, trade or professional purposes consisting of:

   (i) tools, instruments and equipment;

   (ii) furniture and other Contents of an office or workplace; or

   (iii) stock; or

i) property belonging to guests, visitors or employees.

38. Title deeds

(Applicable only if You have Contents cover shown in Your Schedule)

We will pay for the cost of preparing new title deeds for a Building at the Situation if Your title deeds are accidentally lost or damaged during the Period of Insurance while they are at Your Situation or are held in a secure envelope or a safe deposit box at a bank. We will also pay the cost to reinstate, reproduce or restore documents damaged as a result of an insured event whilst at the Building. The maximum amount We will pay under this benefit is $2,000 in any one Period of Insurance.

39. Transit to Your new place of residence

(Applicable only if You have Contents cover shown in Your Schedule)

We will pay for accidental loss or damage to Your Contents during the Period of Insurance caused by:

a) fire, collision and/or overturning of the conveying vehicle; or

b) Theft from the conveying vehicle,

while they are in transit by land within Australia:

   (i) to Your new intended Situation; or

   (ii) to or from a furniture storage facility.

We will not pay for:

a) damage to china, glass, earthenware or other items of a brittle nature; or

b) damage caused by scratching, denting, bruising or chipping.

40. Veterinary expenses for domestic animals

(Applicable if You have Buildings cover, Contents cover or both shown in Your Schedule)

We will pay up to $1,000 for veterinary expenses if Your pet is injured or killed as a result of a road accident, fire, lightning, earthquake, Burglary or attempted Burglary during the Period of Insurance.

This amount is in addition to the Building and Contents Sum Insured.

When We will not pay a claim under Part A – Buildings and/or Contents

We will not cover You in Section One for the events, items or risks described in the following list. There are other exclusions in this Policy which may apply. These are described in "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

Section One of this Policy does not cover loss, liability, injury or damage:

1. caused by or arising from Flood, or Flood combined with Run-off and/or Rainwater;
2. caused by or arising from action of the sea or high water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance;
3. caused by or arising from soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of an:
   a) Explosion;
   b) earthquake;
   c) Tsunami; or
   d) Storm;
4. caused by shrinkage or expansion of earth or land;
5. to swimming pool or spa covers, their liners or their solar domes caused by Storm or Rainwater;
6. to external paint work or other exterior coatings of Your Building caused by Rainwater or gradual deterioration;
7. caused or arising from Storm, Rainwater or Run-off damage to retaining walls;
8. caused by, arising from or in any way connected with Water entering Your Building through an opening made for the purpose of alterations, extensions, renovations or repairs;
9. caused by or arising from lack of maintenance, wear and tear or neglect;

10. loss or damage which is caused indirectly or directly by:
    a) insects, vermin (except loss or damaged caused by fire, water or other liquid damage), or birds;
    b) domestic animals or pets owned by You or for which You are legally responsible; or
    c) any process of cleaning, repairing or restoring which involves the use of chemicals;
11. loss or damage caused by rust, corrosion, algae, mould or mildew unless caused as a direct result of an insured event;
12. loss or damage which is caused by mechanical or electrical breakdown, failure or derangement except for fusion of electrical motors or pumps as set out under "Fusion" on page 29;
13. caused by or arising from Water percolating, seeping or otherwise penetrating into Your Buildings as a result of:
    a) structural defects;
    b) faulty design of the Buildings; or
    c) faulty workmanship in the construction of the Buildings;

    where You or a reasonable person in the circumstances could be expected to have been aware of such faults or defects at the time this Policy was entered into;
14. caused by or arising from Water percolating, seeping or otherwise penetrating into Your Buildings as a result of Your failure to adequately maintain the Buildings;
15. caused or arising as a result of the gradual escape of liquid over a period of time:
    a) where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid; and/or
    b) caused by Water escaping from a shower base, shower recess, shower alcove or the walls surrounding the shower;
16. to the defective part or parts of any fixed apparatus, fixed tanks, fixed pipes or installation which have caused loss or damage. We will also not pay for the cost of repair or replacement of any broken main or pipe;
    a) caused by or arising from hydrostatic pressure;
    b) caused by or arising from roots from trees;
17. caused by or arising from settling, shrinkage or expansion in Buildings, foundations, pavements or walls;
18. caused by or arising from the removal or weakening of or interference with support to land or Buildings for the purpose of alterations, extensions, renovations or repairs;
19. caused by or arising out of:
    a) incorrect siting of Buildings;
    b) demolition of Buildings ordered by any legal authority caused by failure to obtain any necessary permits;
20. caused by or arising from actual or attempted Theft or Burglary which:
    a) is committed by any person acting with Your express or implied consent;
    b) takes place in the internal or external common areas of a residential flat, home unit, town house or any other type of multiple occupancy residence; or
    c) relates to Contents in the Open Air or in a motor vehicle, caravan, trailer, watercraft or tent. However, cover will apply in the circumstances set out under benefit 5. "Contents in the Open Air at the Situation" on page 26 and benefit 37. "Temporary removal of Contents from the Situation" on page 34;
21. to Contents which are in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences caused by Malicious Acts;
22. of glass forming part of any glasshouse or conservatory unless the glasshouse or conservatory is attached to or located at and forms part of a Building to grow plants for domestic use only;
23. for breakage of glass forming part of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, smartphones or tablet computers after being dropped or knocked while being carried by hand or during use:
    a) if the breakage is not through the entire thickness of the damaged item; or
    b) which are in a damaged or imperfect condition when the breakage happened;
24. of money, cheques or other negotiable instruments caused by Theft unless there is visible evidence of forcible and violent entry into the Buildings;
25. to Contents which:
    a) are acquired illegally or are illegally held and the illegal acquisition or holding caused or contributed to the loss, liability, injury or damage;
    b) are stored in a dangerous and illegal way and the dangerous or illegal storage caused or contributed to the loss, liability, injury or damage;
    c) are equipment connected with growing or creating any illegal substance and the growing or creation caused or contributed to the loss, liability, injury or damage; or
    d) are a Building or any part of a Building;

26. involving Your Farming Business, trade or profession (unless You are working on a part-time temporary basis as a babysitter caring for children). This exclusion does not apply to damage to any part of the Building used as a professional office or surgery or any Contents in that part of the Building.

27. loss or damage to the following items while being used;

    (i) model aircraft or Drones;

    (ii) sporting equipment (other than Bicycles);

    (iii) motor or trail bikes; or

    (iv) watercraft;

28. loss or damage to Bicycles when being used for racing, pace making or in competition.

Part B – Personal effects

(Available only if You have Contents cover shown in Your Schedule)

The cover

Your Schedule shows if You have selected Personal effects cover and whether Your cover is for Unspecified Personal effects and/or Specified Personal Effects.

We will insure You against accidental loss or damage to Your Unspecified Personal Effects and/or Specified Personal Effects listed in Your Schedule which occurs during the Period of Insurance while they are anywhere in Australia or New Zealand or for a maximum of 180 days in any one Period of Insurance elsewhere in the world.

Unspecified Personal Effects are covered up to the limit You have selected as shown on Your Schedule under the heading "Part B – Personal Effects".

Specified Personal Effects are covered up to the amount of their individual Sum Insured stated in Your Schedule under the heading "Part B – Personal Effects".

In the event of a claim You must be able to provide evidence of value and ownership of Your Unspecified Personal Effects and/or Specified Personal Effects.

The Excess listed in Your Schedule applies to all claims in respect of Specified Personal effects.

If a claim could be made under "Other benefits We will pay under Part A – Buildings and/or Contents", 37. "Temporary Removal of Contents from the Situation" on page 34 or this "Part B – Personal Effects", We will only pay under one part. You may choose whether You claim under Part A or Part B.

What are Unspecified Personal Effects

Unspecified Personal Effects are:

a) travellers' suitcases and bags, handbags, briefcases, wallets and purses, but not the Contents of these items (apart from the property described in clauses b) to l) below);

b) clothing;

c) jewellery, watches or items containing silver or gold;

d) cosmetics and toiletries;

e) clocks;

f) sporting equipment, but not watercraft, camping equipment or motor or trail bikes;

g) musical instruments;

h) photographic or video equipment;

i) binoculars or telescopes;

j) writing instruments;

k) spectacles and sunglasses;

l) personal audio and video equipment and up to four removable media storage devices used to store data from the equipment including but not limited to USB flash drives and SD cards.

Unspecified Personal Effects are not:

a) any item used for business, trade or professional purposes; or

b) any other item not specifically listed above.

What are Specified Personal Effects

Specified Personal Effects are those items which You requested Us to list separately in the Schedule under the heading "Part B – Personal Effects". The Excess listed in Your Schedule applies to all claims in respect of Specified Personal Effects.

How We will settle Your Personal Effects claim

1. At Our discretion (acting reasonably) We will either:

    a) repair or replace Your Specified Personal Effects and/or Unspecified Personal Effects to the same condition as when they were new; or

    b) pay You the reasonable cost of repairing or replacing the Specified Personal Effects and/or Unspecified Personal Effects to the same condition as when they were new.

    If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new.

    We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 17.

2. If any part of a pair, Set or Collection is lost or damaged, We will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, Set or Collection.

   However this clause 2 will not apply where You use a pair of hearing aids and one hearing aid of that pair is lost or damaged and cannot be replaced with the same make and model. In these circumstances We will pay for a new pair of hearing aids.

   We will not pay for damage to glass (other than lenses) or other brittle or fragile substances (other than jewellery) unless caused by fire or Theft.

When We will not pay a claim under Part B – Personal Effects

There are other exclusions in this Policy which may apply. These are described in "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

Unless We state differently in Part B – Personal Effects We will not pay for:

1. any loss or damage which is not accidental;
2. Flood;
3. loss or damage caused by the action of light, atmospheric or other climatic conditions unless caused by:
   a) lightning or thunderbolt; or
   b) Storm or Rainwater;
4. loss or damage arising out of gradual deterioration or wear and tear;
5. loss or damage to the following items while being used;
   a) model aircraft or Drones;
   b) sporting equipment (other than Bicycles);
   c) motor or trail bikes; or
   d) watercraft;
6. loss or damage to Bicycles when being used for racing, pace making or in competition.
7. loss or damage which is caused indirectly or directly by:
   a) insects, vermin (except loss or damaged caused by fire, water or other liquid damage), or birds;
   b) domestic animals or pets owned by You or for which You are legally responsible; or
   c) any process of cleaning, repairing or restoring which involves the use of chemicals;
8. loss or damage caused by rust, corrosion, algae, mould or mildew unless caused as a direct result of an insured event;
9. loss or damage which is caused by mechanical or electrical breakdown, failure or derangement except for fusion of electrical motors as set out under "Fusion" on page 29;
10. personal effects which are acquired illegally or are illegally held and the illegal acquisition or holding caused or contributed to the loss, liability, injury or damage.

Making a claim under Section One

Claims Procedures

Full details of what You must do when making a claim and what happens after You make a claim are described under the heading "Claims procedure" on pages 15 to 16.

Section Two – Farm Property

The cover

Under Section Two – Farm Property You may insure Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Hay, Grain, Livestock, Wool, Solar Panels, Wind Turbines, Greenhouses, Trellis Equipment, Fencing, Working Dogs, frozen embryos and Semen, General Property, Trees and Vines provided that cover for these items is shown in Your Schedule.

Your choice of cover

For some items, You have a choice between Defined Events cover and Accidental Damage cover. Other items are only offered as either Defined Events or Accidental Damage cover as indicated in the table below. Your Schedule will show whether You are covered for Accidental Damage or Defined Events.

Situations

Items listed as covered Per Situation in the table below, are only insured at the insured address unless specifically noted in this Section or Your Schedule.

Items listed as covered at Multiple Situations are covered as follows:

- Livestock, Wool and Farm Machinery is covered at any listed Situation on the Policy; and
- General Property items are insured anywhere in Australia.

Hay can be insured either per Situation or at any Situation listed under Section Two – Farm Property on the Policy depending on the option that You select, per Your Schedule.

Item	Type of Cover			
	Per Situation		Multiple Situations	
	Defined Events	Accidental Damage	Defined Events	Accidental Damage
Trees and Vines	Fire only			
Fencing Grain Solar Panels Wind Turbines Greenhouses Trellis equipment Working Dogs Unspecified farm machinery	✔			
Farm Buildings Farm Contents Farm Infrastructure and Improvements Unspecified Farm Buildings or Contents Unspecified Farm Infrastructure and Improvements	✔	✔		
Livestock	✔		✔	
Hay	✔		✔	
Frozen embryos and semen		✔		
Wool Farm Machinery – Self-Propelled Farm Machinery Farm Machinery – Plant and Equipment			✔	
General Property (Australia wide)				✔

We will cover Your Farm Property against physical loss or damage caused by one or more of the Defined Events or for Accidental Damage, which occurs during the Period of Insurance at Your Situation. The table on the previous page summarises what cover options are available for each of the insurable Farm Property types in Section Two – Farm Property. Some Farm Property types, including but not limited to Fencing, have unique cover options. Your Schedule will indicate which options You have selected and for which We have agreed to cover You.

We will also cover You for the other benefits listed below in Section Two.

Details of the terms, conditions and exclusions which specifically relate to each Farm Property type, cover option and other benefits are described on pages indicated below.

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

Cover Option 1 – Defined Events

Page no

1. Earthquake, Tsunami, subterranean fire or volcanic eruption 44
2. Explosion 44
3. Fire 44
4. Impact damage 44
5. Lightning or thunderbolt 44
6. Malicious Acts 44
7. Strike or Riot and Civil Commotion 45
8. Storm or Water 45
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Cover Option 2 – Accidental Damage 45

Other benefits We will pay under Section Two

1. Alterations and additions 49
2. Employees' clothing and tools of trade 49
3. Extra cost of complying with building regulations 49
4. Farm Contents in the Open Air 50
5. Fees 50
6. Fire extinguishment costs 50
7. Fusion of an electric motor 50
8. Grazing Management – Livestock 50
9. Legal costs to discharge a mortgage 50
10. Livestock 50
11. Neighbours' fire fighting equipment 50
12. Removal of debris 51
13. Rewriting of records 51
14. Shelter Belts 51
15. Teat Damage (applicable to Livestock) 51
16. Temporary protection 51
17. Temporary removal – Farm Contents 51
18. Theft of frozen embryos and semen 51
19. Theft of General Property 51
20. Theft of Livestock 51

Definitions applicable to Section Two

Some of the words in Section Two have special meanings. The following words and their meanings wherever they appear in Section Two are defined as below and will apply to the cover under this Section.

"Accidental Damage" means loss or damage caused by a sudden, unintended or unexpected event that is not the result of a deliberate act by You or others acting with Your express or implied consent.

"Conveying Vehicle" means any road transport used to transport the Farm Goods and/or Livestock.

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

"Fabric Shelter" means any farm structure, livestock shelter or animal enclosure (or any part thereof), that:

- is permanent, or relocatable (or designed to be portable or relocatable), and/or contains overhead fabric or waterproof membranes for shade and/or a protected weather environment; or
- is wholly or partly made of fabric (of any type including but not limited to extruded polymer, advanced polymer fabric, polyethylene fabric cover, or polyvinyl chloride otherwise known as "PVC"); or
- is a fabric container shelter;

regardless of the on-farm application or the name or description by which the shelter is identified (including but not limited to igloos, arch shelters, domes, domes shelters, fabric structures, equipment or storage structures and eco shelters).

"Farm Building(s)" means the building(s) or fixed structures which are permanently located at the Situation.

Farm Building(s) include:

a) any landlord's fixtures and fittings for which You are legally liable under the terms of Your lease, licence or similar agreement;

b) any attached or adjacent water tanks including, but not limited to, pipes, fuel tanks, Solar Panels and stock yards and any other items that are permanently built, permanently constructed or permanently installed in or on Your Farm Building(s) for the purposes of Your Farming Business;

c) cables, ducts, wires, meters, switches and lighting which are installed in or on Your Farm Building(s) for the purposes of Your Farming Business;

d) grain or feed silos (including fixed elevators forming part of these silos) and fencing forming part of insured Farm Buildings, livestock yards and livestock pens that are permanently fixed to or immediately adjacent to insured Farm Building(s), but excluding Fencing as otherwise defined in Section Two;

e) fixed dairy and/or shearing plant forming part of a Farm Building and any other fixed plant forming part of a Farm Building; and

f) Weatherproof Hay Sheds.

Farm Building(s) do not include:

a) Buildings as defined under Section One – Home Property;

b) Farm Contents;

c) mobile caravans (unless permanently located at the Situation);

d) Silo bags;

e) Pontoons or fixed structures of any type used for fish farming (whether floating or not) that extend fully or partially into the sea, rivers or dams;

f) Trellis Equipment, Greenhouses or Wind Turbines.

g) Unpaved paths, tracks, roads, arenas or driveways constructed of loose or compacted soil, gravel, pebbles, rocks or sand.

"Farm Contents" means property which belongs to You (or for which You are legally liable), contained within the Farm Building(s) located at the Situation up to the Sum Insured specified in Your Schedule. Farm Contents include:

a) farm tools and equipment

b) Fencing materials and accessories;

c) fertilisers;

d) fuels and oil supplies also stored in fixed tanks;

e) farm chemicals also stored in fixed tanks;

f) portable electrical fencing; and

g) silo bags, silage tarps and similar items used to protect farm produce, livestock feed and similar farm inputs from the weather.

Farm Contents does not include:

a) Livestock;

b) Hay, Grain or Wool;

c) Farm Machinery;

d) motor vehicles (including motorcycles, all-terrain vehicles, motorised minibikes and motorised go karts) whether they are capable of being registered or not and any of their accessories, equipment and/or spare parts;

e) caravans, trailers, boats, aircraft or any of their accessories, equipment and/or spare parts;

f) Trees, Vines, Trellis Equipment, shrubs, plants or growing crops;

g) domestic household contents of any kind or contents covered under Section One of Your Policy;

h) Farm Building(s); or

i) semen or embryos.

"Farm Contents in the Open Air" means contents that would be considered Farm Contents but for it being:

- in the open air; and
- located anywhere on the Situation; and
- specified on Your Schedule.

"Farm Goods" means Hay, Grain, Wool, farm produce, Plant and Equipment, Farm Machinery, and farm supplies to be used in Your Farming Business, which You own or for which You are legally responsible but excluding household furniture or personal items.

"Farm Infrastructure and Improvements" means the following items used in Your Farming Business which are shown on Your Schedule and which are owned by You or for which You are legally responsible:

- infrastructure that is up to 1.5 metres below ground including but not limited to water pipes, drainage and sewerage systems, irrigation systems for farm use;
- electrical cables, telephone lines, power poles and the overhead wiring between the power poles;
- free-standing water tanks, water stands, fuel tanks, stock yards, races, holding pens, feed troughs, drinking troughs, feed silos, grain silos and similar items; or
- above ground structures not elsewhere defined.

"Farm Infrastructure and Improvements" does not include:

- dams or earth irrigation canals, plants, Trees, Vines or crops in the Open Air;
- Unpaved paths, tracks, roads, arena surfaces, pads or driveways constructed of earth or gravel;
- Farm Buildings, Farm Contents, Farm Machinery, Fencing, Fabric Shelters, Trees, Vines, Solar Panels, Greenhouses, Trellis Equipment, Wind Turbines, Hay, Grain or Livestock.

"Farm Machinery" means collectively:

a) Self-Propelled Farm Machinery;

b) Plant and Equipment.

"Farm Property" means Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Hay, Grain, Fencing, Livestock, Trellis Equipment, Solar Panels, Wind Turbines used for Your Farming Business, Trees, Vines, Wool, Working Dogs, frozen embryos, semen, General Property and Greenhouses.

"Fencing" means boundary fencing and internal fencing (including electric fencing, transformers and energisers) for which You are legally liable. It does not include Domestic Fencing as defined in Section One – Home Property.

"General Property" means property shown on Your Schedule covered as General Property under Section Two – Farm Property. General Property items are insured anywhere in Australia.

"Grain" means all crop types and farm produce (but not while growing) which are stored in a soundly constructed shed, silo or other storage system, which You own or for which You are legally liable. Grain does not include Hay.

"Greenhouse" means:

a) a structure; and

b) the roof of such structure regardless of the type of roof material (including protective film, shade cloth, shade screen and glass), or the type and the method of construction;

erected to provide protected environments for growing any crops, plants or trees including but not limited to glasshouses, shade houses, tunnel houses, hot houses, igloos and shade structures howsoever described.

"Hay" means silage, grasses or crops which have been baled, rolled or stacked which You own or for which You are legally liable that are listed on Your Schedule.

"Livestock" means farm animals specified in Your Schedule, except Working Dogs, fish, crustaceans, shellfish, oysters (or any other animals used in aquaculture farming), insects including bees and rodents which You own or for which You are legally liable, which are used for Your Farming Business (and which normally produce income for Your Farming Business).

"Loading" means the action of moving the Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle from the ground or adjacent loading dock and is completed when the Farm Goods or Livestock have been positioned onto the Conveying Vehicle.

"Money" means:

a) currency, coins or bank notes and securities;

b) negotiable and non-negotiable instruments; and

c) valuable documents and business records;

which belong to You.

"Motorcycle" means a two-wheeled vehicle that is powered by a motor or battery. Motorcycle includes eBikes which do not require pedalling to be propelled faster than 6 kilometres per hour.

"Open Air" means:

- in the open air; or
- in an open sided structure; and
- located anywhere on the Situation.

"Pasture" means growing grasses, legumes and herbage that is used for the purpose of grazing of Your Livestock.

"Plant and Equipment" means:

- Movable, towable or drawn agricultural implements, trailers, ploughs, tools, machines or cultivators and similar farm machinery and implements and any of their accessories, equipment and/or spare parts;
- Pumps and pumping equipment, Windmills, irrigation or spraying equipment and apparatus;
- other non-self-propelled farm machinery, specifically notified to Us and listed in Your Schedule.

Plant and Equipment does not include Solar Panels, Trellis Equipment, Wind Turbines or Greenhouses.

"Self-Propelled Farm Machinery" means machinery which contains its own means of propulsion including;

- headers, combines and cotton pickers
- other items of machinery including but not limited to tractors, fruit pickers, harvesters, dozers, agricultural Motorcycles and mini bikes that are used solely for farming purposes in Your Farming Business;
- Machinery and vehicles which are not normally registered for on road use and used solely for farming purposes in Your Farming Business.

Self-Propelled Farm Machinery does not mean:

- automobiles, cars, utilities and sport utility vehicles, trucks, vans, caravans or registered road Motorcycles.

"Shelter Belts" 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.

"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.

"Solar Panel" means a set of connected solar photovoltaic modules which are owned by You and are free standing, ground based solar arrays not mounted on or affixed to Your Farm Building, and which may include a solar hot water panel and/or a solar battery storage system, connected to a direct current power inverter.

Solar Panel(s) includes the power inverter, pump, electrical wiring, foundation or tank stand, water tank and pipes.

"Trees" means trees at the Situation which You own or for which You are legally liable that are grown to produce timber or woodchips or grown for the purpose of producing a commercial crop. Trees also includes trees which You own or for which You are legally liable that are grown for the purposes of carbon offset.

"Trellis Equipment" means the posts, strainers, clips, irrigation laterals and sprinkler heads that form the support structure and irrigation infrastructure required for growing Trees or Vines.

"Unloading" means the action of moving the Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle and is completed once the Farm Goods or Livestock have been positioned on the ground or adjacent loading dock.

"Unspecified Farm Buildings" means Farm Buildings used in Your Farming Business at the Situation not otherwise specified in Your Schedule.

"Unspecified Farm Contents" means Farm Contents used in Your Farming Business at the Situation not otherwise specified in Your Schedule.

"Unspecified Farm Machinery" means Farm Machinery used in Your Farming Business at the Situation not otherwise specified in Your Schedule.

"Unspecified Farm Infrastructure and Improvements" means Farm Infrastructure and Improvements used in Your Farming Business at the Situation not otherwise specified in Your Schedule.

"Vines" means vines at the Situation which You own or for which You are legally liable, that are grown for the purpose of producing a commercial crop.

"Weatherproof Hay Shed" means a building or fixed structure that is permanently located at Your Situation and has the primary purpose of storing hay.

"Weatherproof Hay Shed" does not include;

- a building or structure that is wholly or partly made of fabric (of any type including, but not limited to, extruded polymer, advanced polymer fabric, polyethylene fabric cover, or polyvinyl chloride otherwise known as "PVC"); or
- any building or structure that can be described as an igloo, arch shelters, domes, domes shelters, fabric/tarp structures, or eco shelters.

"Wool" means Your shorn wool which You own or for which You are legally liable, listed on the Schedule anywhere in Australia, except while in transit.

"Working Dog(s)" means any dog specified in Your Schedule owned and used by You in connection with Your Farming Business.

The insurance cover You select

1. Fencing

When You take out cover for Fencing You have a choice between cover for Fencing per km or first loss fencing cover. Your Schedule will show which one You have selected:

- Fencing per km: Under this option You can insure all the Fencing at the Situation for a Sum Insured per km that You nominate;
- First loss Fencing: Under this option You can select a Limit of Liability which applies across all Fencing at the Situation.

2. Hay

When You take out cover for Hay You have a choice between cover for Your Hay at each Situation or selecting any insured Situation cover. Your Schedule will show which one You have selected:

- At this situation: Under this option the Sum Insured You have nominated for Hay applies only at the Situation which You have specified;
- any insured situation: Under this option the Sum Insured You have nominated applies across any Situation which is shown on Your Schedule.

The maximum We will pay under each option is the Sum Insured shown in Your Schedule.

3. Farm Buildings, Farm Contents and Farm Infrastructure and Improvements

When You take out cover for Your Farm Buildings, Farm Contents or Farm Infrastructure and Improvements, You have a choice of Defined Events or Accidental Damage cover. Your Schedule will show which one You have selected.

- If You have selected Defined Events cover Your Schedule will show "Defined Events";
- If You have selected Accidental Damage cover Your Schedule will show "Accidental Damage".

The maximum amount that We will pay may vary for each of Option 1 – Defined Events and Option 2 – Accidental Damage and will be subject to the Sum Insured and Limit of Liability shown on Your Schedule.

Cover option 1 – Defined Events

We will cover You against physical loss or damage to Your Farm Property (excluding Working Dogs) shown in Your Schedule, caused by one or more of the Defined Events below. Working Dogs shown in Your Schedule are only covered for physical loss or damage caused by one or more of the Defined Events in Defined Event 9. "Working Dog(s)" on page 45.

1. Earthquake, Tsunami, subterranean fire or volcanic eruption

We will pay for loss or damage caused by earthquake, Tsunami, subterranean fire or volcanic eruption.

The Excess shown in Your Schedule applies to loss or damaged caused by an earthquake and/or Tsunami.

2. Explosion

We will pay for loss or damage caused by explosion.

We will not pay for destruction of, or damage to boilers, economisers and pressure vessels which explode.

3. Fire

We will pay for loss or damage caused by fire.

We will not pay for loss or damage by fire caused by the Farm Property's own spontaneous combustion, fermentation or by heating or process of heating except in respect of Hay or Grain.

4. Impact damage

We will pay for loss or damage caused by the impact of any of the following objects:

a) a road or rail vehicle;

b) a watercraft;

c) an external aerial, radio antenna, mast or satellite dish which collapses or breaks;

d) a falling Windmill or Wind Turbine;

e) an animal but excluding loss or damage by:

   (i) eating, chewing, clawing or pecking of animals; or

   (ii) impact by pets, birds, or guard dogs;

f) falling trees or parts of falling trees. We will also pay a maximum of $5,000 for the cost of removing and disposing of the fallen tree that caused the damage to enable repairs to the Farm Building and/or Fencing. We will not pay if the loss or damage is caused by the lopping or felling of trees at Your Situation by any person acting with Your express or implied consent; or

g) an aerial device, Drone, aircraft or anything dropped or falling from an aircraft or Drone, space debris or debris from a rocket or satellite.

5. Lightning or thunderbolt

We will pay for loss or damage caused by lightning where there is visible evidence of a lightning strike at or in the immediate vicinity of Your Farm Property.

6. Malicious Acts

We will pay for loss or damage caused by Malicious Acts. We will not provide cover if the loss or damage was caused by a Malicious Act by any person acting with Your express or implied consent.

7. Strike or Riot and Civil Commotion

We will pay for loss or damage caused by persons taking part in Strikes or Riots and Civil Commotion.

8. Storm or Water

We will pay for loss or damage caused by Storm or Water.

We will not pay for loss or damage caused by or arising directly or indirectly out of:

a) Flood, or Flood Water combined with Run-off and/or Rainwater;

b) steam or condensation;

c) Water seeping or percolating from outside the premises;

d) Water entering the Farm Property as a result of:

(i) structural defects;

(ii) faulty design of the Farm Property;

(iii) faulty workmanship,

where You or a reasonable person in the circumstances could be expected to have been aware of such faults or defects at the time this Policy was entered into;

e) any action of the sea or high Water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance; or

f) Storm Surge.

We will not pay for loss or damage to:

a) gates, Fencing, retaining walls, textile awnings, blinds or signs, Greenhouses, Wind Turbines, Fabric Shelters or netting, unpaved paths, tracks, roads, driveways, the surface areas of arenas or floors constructed of earth loose or compacted soil, gravel, pebbles, rocks or sand;

b) Hay, Grain or Wool unless it is contained in a Weatherproof Hay Shed or fully or partially enclosed Farm Building(s) and the damage is caused directly by water entering the building through an opening created by a Storm;

c) Self-Propelled Farm Machinery unless they are contained within a fully enclosed Farm Building;

d) pumping or irrigation equipment in the Open Air unless they are fully assembled for use in irrigation and designed to function without the protection of walls or a roof;

e) overhead irrigation systems (including centre pivot irrigation system) unless You have secured the equipment so that it is stabilised, as per the manufacturer's recommendations, when not in use;

f) Plant and Equipment not described in c) and d) above, in the Open Air unless it is designed to function without the protection of walls or a roof;

g) Farm Contents in the Open Air or in a motor vehicle, caravan, trailer, watercraft or tent unless specified otherwise in Your Schedule;

h) Farm Building(s) in the course of construction or reconstruction or to their Farm Contents where the value or any alterations, additions, demolition, repairs to or decoration of the building is over 10% of the Farm Building(s) Sum Insured unless the Farm Building is fully enclosed with all outside doors and windows permanently in place;

i) growing crops or plants; or

j) Farm Property located in a watercourse, other than permanent bridges owned by You located on Your property specified on the Schedule as insured.

An Excess of $1,000 applies to loss or damage caused by Storm or Water to Solar Panels.

9. Working Dog(s)

We will pay for physical loss or damage to Working Dogs caused by one or more of the Defined Events listed below:

a) death, following accident or Sickness;

b) Theft; and

c) destruction or putting down of the Working Dog following veterinarian's advice on humane grounds.

Cover option 2 – Accidental Damage

Where Your Schedule shows that You have Accidental Damage cover for a Farm Property item, We will cover You against Accidental Damage to that Farm Property unless excluded in "When We will not pay a claim under Section Two – Farm Property".

When We will not pay a claim under Section Two – Farm Property

There are other exclusions in this Policy which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

We will not pay for:

a) any legal liability You incur to pay compensation, damages, fines or penalties;

b) loss or Damage to:

(i) Money;

(ii) jewellery, furs, bullion, precious metals or precious stones;

(iii) curios or works of art;

(iv) any locomotive, rolling stock, watercraft, hovercraft or aircraft, including their accessories and/or spare parts;

(v) Drones while in use or in transit;

(vi) land or loss of land value;

(vii) docks, wharves and piers not forming part of any Building;

(viii) canals, roadways, tunnels, railway tracks, dams, reservoirs (other than tanks) and their contents, unless specified on Your current Schedule as insured;

(ix) mining property located beneath the surface of the ground;

(x) mobile phones, photographic equipment, computer equipment unless specified in Your Schedule;

(xi) any guns, sporting equipment or musical instruments while they are in use.

c) loss or damage directly or indirectly caused by or in connection with or arising from or occasioned through:

(i) demolition ordered by Government or Public or Local Authorities due to failure by You or Your agents to obtain the necessary permits required;

(ii) moths, termites or other insects, vermin, birds, contamination, wet or dry rot, oxidation, change of colour, dampness of atmosphere or variation in temperature, evaporation, pollution, disease, inherent vice or latent defect where You or a reasonable person in the circumstances could be expected to have been aware of such inherent vice or latent defect at the time this Policy was entered into, loss of weight, change in flavour, texture or finish unless caused by an insured occurrence;

(iii) mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment unless caused by an insured occurrence;

d) loss or damage caused by rust, corrosion, algae, mould or mildew unless caused as a direct result of an insured event;

e) loss or damage caused by or arising directly or indirectly out of erosion, subsidence, landslide or mudslide or any other earth movement unless it is directly caused by and occurs within 72 hours of one of the following events:

- Storm, Rainwater or wind;
- earthquake, subterranean fire or volcanic eruption;
- explosion;
- Tsunami;
- liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

f) damage caused by:

(i) its own spontaneous combustion, fermentation, heating or any other process involving the direct application of heat; (except in respect of Hay or Grain), unless the heating was a direct result of a fire covered under this Policy;

(ii) deterioration and putrefaction of refrigerated goods;

(iii) action of the sea or high Water, unless caused by or arising from a direct consequence of an earthquake or seismological disturbance, Flood, storm surge, subsidence, erosion, earth movement or collapse, seepage of Water or Water entering the premises because of structural defects, faulty design or faulty workmanship where You or a reasonable person in the circumstances could be expected to have been aware of such defects, faulty design or workmanship at the time this Policy was entered into. However, We will cover You for loss or damage when it is a direct result of an insured event and occurs within 72 hours of an insured event;

(iv) incorrect siting of Farm Buildings;

(v) loading or unloading, delivery or dispatch;

(vi) demolition where the cost of demolition is greater than $10,000;

(vii) testing, intentional overloading, adjusting, servicing operations or experiments;

(viii) any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the Farm Property;

(ix) damaged or faulty doors, lids, catches, latches, locks or any door lid closing or securing mechanism or device;

(x) faulty packing or storage;

(xi) roots from trees;

(xii) wear, tear, fading, scratching, marring, gradual deterioration, normal upkeep or making good;

(xiii) error or omission in design, plan, specifications or failure of design;

(xiv) faulty materials or workmanship;

(xv) failure of water, gas, electric or fuel supply;

(xvi) normal settling, seepage, shrinkage or expansion of building wall, pavement, and/or similar part of the Farm Buildings;

(xvii) recovery or repossession of the Property Insured for any reason;

(xviii) any process of cleaning, dyeing, repairing or restoring;

g) Theft, except as specifically provided for in this Section Two – Farm Property;

h) fraud or dishonest acts, trickery, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;

i) unexplained inventory shortages or disappearances;

j) shortage in the supply or delivery of materials to or from You;

k) Where Your Schedule shows Accidental Damage We will not pay for loss or damage caused to:

(i) Self-Propelled Machinery, Plant and Equipment and Unspecified Farm Machinery.

However, for specified items of Plant and Equipment in Your Schedule We will pay up to $10,000 per claim subject to a maximum in any one Period of Insurance for all claims of $20,000;

(ii) motor vehicles, caravans, trailers, motorcycles, all-terrain vehicles, watercraft, aircraft, Drone or aerial devices or their accessories excluding GPS equipment for Farm Machinery in respect of General Property cover.

For the purposes of this exclusion motor vehicles includes (but is not limited to) cars, vans, utilities, trucks, tractors of any description, graders, bulldozers, backhoes, combines and harvesters;

(iii) Property Insured during and as the result of its processing;

(iv) Property Insured during construction, erection, renovation or demolition unless the cost of construction, erection or renovation does not exceed $100,000;

(v) gates, Fencing, retaining walls, awnings, blinds or signs, glass;

(vii) glass, plastic or cloth coverings and Greenhouses;

(viii) items of a brittle nature;

(ix) property in transit;

(x) Livestock, fish, growing or standing crops, Trees, shrubs, plants and other growing vegetation;

(xi) Working Dogs;

(xii) Solar Panels, Hay, Grain, Trellis Equipment, Wool or Wind Turbines;

(xiii) General Property items in the Open Air caused by wind, Rainwater or hail unless the items are designed to function without the protection of walls or a roof;

(xiv) General Property items should they be lost or damaged during use or recovery whilst in use underground, underwater or within inaccessible locations.

l) In respect of frozen embryos and semen where the loss or damage is a result of:

(i) storage contrary to any veterinarian's advice, or other instructions or directions on the correct procedure for storage;

(ii) loss of viability of any ampoule or straw during the handling of individual ampoules or straws;

(iii) rise in temperature due to the failure to arrange adequate supplies of liquid nitrogen (including the failure of Your supplier to provide the liquid nitrogen when required).

m) In respect of frozen embryos and semen, We will not pay for any loss of contract or depreciation in value of stock.

n) In respect of Working Dogs, We will not pay for:

(i) loss or death caused by pregnancy

(ii) loss from bleeding paws because of overwork which leads to inability to work;

(iii) any Working Dog which is less than three months old or more than six years old;

(iv) loss or death caused by Flood; or

(v) Theft without tangible evidence of or proof of loss.

o) In respect of Working Dogs, We will not cover You for loss or damage unless all Your Working Dogs are insured under this Section Two – Farm Property. You must notify Us as soon as reasonably possible after the death of any insured Working Dog and must take reasonable steps to keep the carcass for 24 hours after such notification (unless We agree to an earlier carcass disposal period).

How We will settle Your Farm Property claim

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 17.

Farm Buildings, Farm Contents, Farm Machinery, Farm Infrastructure and Improvements, Solar Panels, Wind Turbines, Trellis Equipment and Greenhouses

Where Your claim is for Farm Buildings, or Farm Contents and it is stated in Your Schedule that reinstatement or replacement cover applies, or Your claim is for Farm Infrastructure and Improvements, Solar Panels, Wind Turbines, Trellis equipment or Greenhouses, We will, at Our discretion (acting reasonably):

a) repair or rebuild any damaged part(s) to the same condition as when they were new; or

b) pay You the reasonable cost of repairing or rebuilding any damaged part(s) to the same condition as when they were new; or

c) pay You up to the Sum Insured specified for Farm Buildings or Farm Contents.

Where Your claim is for Farm Buildings or Farm Contents, and it is stated in Your Schedule that indemnity cover applies, We will, at Our discretion (acting reasonably):

a) pay You the value of Your Farm Property which applied immediately prior to the loss or damage, (taking into account the cost of wear, tear and depreciation); or

b) repair or rebuild any damaged part(s) of Your Farm Property; or

c) pay You the reasonable cost of repairing or rebuilding any damaged part(s) of Your Farm Property; or

d) pay You up to an amount of the Sum Insured.

Where Your claim is for Farm Machinery, We will, at Our discretion (acting reasonably):

a) reinstate or repair the item of Farm Machinery to the same condition it was in prior to the damage occurring; or

b) pay You the cost of reinstating or repairing the item of Farm Machinery to the same condition it was in prior to the damage occurring; or

c) pay You the market value of the item of Farm Machinery prior to the damage occurring.

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 17.

Fencing

Where Your claim is for Fencing and You have selected First Loss Fencing cover which is shown in Your Schedule We will at Our discretion (acting reasonably):

a) repair or rebuild the damaged part(s) to the same condition as when they were new; or

b) pay You the reasonable cost of repairing or rebuilding any damaged part(s) to the same condition as when they were new; or

c) pay You up to the Sum Insured specified in Your Schedule;

Where Your claim is for Fencing and You have selected to insure Your Fencing on a per kilometre basis which is shown in Your Schedule, We will, in addition to (a), (b) and (c) above, at Our discretion (acting reasonably), pay You up to, but not more than, Your nominated Sum Insured per kilometre shown in Your Schedule of Insurance for each kilometre of Fencing damaged or destroyed.

The maximum amount We will pay for any one claim and all claims for Fencing is the Sum Insured shown in Your Schedule of Insurance for Fencing. We do not pay for any Fencing that has not been damaged.

Frozen embryos and semen

Where Your claim is for frozen embryos and semen, the maximum amount We will pay is the Sum Insured stated in Your Schedule. We will not pay more than $1,500 for any one straw or ampoule.

General Property

Where Your claim is for General Property, all items that can be repaired must be repaired. Where damage to General Property items can be repaired, We will pay the reasonable costs of restoring the Property Insured to its former working order.

If You complete the repairs in Your own workshop, We will pay the reasonable cost of materials and wages as well as a reasonable allowance to cover Your overheads.

Where a General Property item is not repaired:

a) for items that could not be repaired or were lost due to Theft of General Property items, We will pay for their replacement with similar items in a condition equal to, but not better or more extensive than the condition of the original items when new;

b) for items that could be repaired but have been replaced, We will pay the estimated cost that would have been incurred for necessary repairs to return the damaged items to their former state of serviceability.

We will not pay more than the Sum Insured shown for each item of General Property in Your Schedule for any one event.

An Excess of $250 applies for each claim made for General Property.

Livestock, Trees, Vines, Wool, Hay or Grain

Where Your claim is for Livestock, Trees, Vines, Wool, Hay or Grain, We will at Our discretion (acting reasonably):

a) pay You the amount calculated by multiplying the quantity of Livestock, Trees, Vines, Wool, Hay or Grain lost or damaged by the market value at the time of loss or damage; or

b) pay You the Sum Insured specified for Livestock, Trees, Vines, Wool or Hay or Grain.

The maximum amount We will pay for Livestock will not exceed $5,000 for any one animal.

We will also cover You for loss or damage arising from fire:

a) for Hay, that is stored in the paddock and/or that is lying loose on the ground after being cut, prior to storage;

b) for Grain after harvest during transport from the paddock to and whilst stored in a storage silo, sausage bag, grain bag or under a tarp in a grain pit for up to 90 days after harvest.

Unspecified Covers

Defined Events or Accidental Damage

a) "Unspecified Farm Buildings" – $10,000 for any one Farm Building;

b) "Unspecified Farm Contents" & "Unspecified Farm Infrastructure and Improvements"– $10,000 any one item;

We will cover You at the Situation for any of the unspecified covers You have selected from the list of covers in (a) and (b) above and which is shown in Your Schedule for the lesser of Current Value or the limit indicated for any one item. We will settle Your claims based on the type of cover You have chosen. The maximum We will pay during any one Period of Insurance for each type of unspecified cover is the amount shown in Your Schedule.

Defined Events

c) "Unspecified Farm Machinery" – $10,000 any one item.

We will cover Your Unspecified Farm Machinery at the Situation for loss or damage caused by a Defined Event for the lesser of Current Value or the limit indicated for any one item. The maximum We will pay during any one Period of Insurance is the amount shown in Your Schedule.

Working Dog(s)

Where Your claim is for Working Dog(s), the maximum amount We will pay You is:

a) the market value of the Working Dog at the time of the loss; or

b) the Sum Insured for loss of or damage to Your Working Dog(s) shown in Your Schedule;

whichever is the lesser.

An Excess of $250 applies for each claim made for Working Dog(s).

General

Unless We have agreed in writing, the repair or rebuilding of Your Farm Building(s) must commence within six months of the loss or damage occurring. If rebuilding or repair of Your Farm Building(s) is not commenced within six months of the loss or damage or any extended period to which We have previously agreed in writing, We will not be liable for any costs above or in addition to the repair or rebuilding costs as at the date the loss or damage occurred. We will extend this period to the extent that We caused or contributed to the delay.

If We have decided to repair or rebuild Your Farm Buildings, Farm Contents, Farm Machinery or Fencing and You do not wish to repair or rebuild Your damaged Buildings, Farm Contents, Machinery or Fencing, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition. Rebuilding may be carried out on another site at the Situation if We agree in writing. Please contact us to confirm approval for these costs.

If the claim is for wall, floor or ceiling coverings, carpet, curtains or blinds which are not located in the room, hall or passage in which the loss or damage occurred, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

In no case will We pay more than the Sum(s) Insured shown in Your current Schedule less any Excess(es) which may be payable unless We have stated differently under the heading "Other benefits We will pay under Section Two" on pages 49 to 51.

Other benefits We will pay under Section Two

The maximum amount which We will pay for any and all of the following benefits will be limited to the balance of any Sums Insured remaining after deducting from the Sums Insured any payment of Your claim for the loss or damage to Your Farm Property (other than General Property, frozen embryos and semen), unless otherwise specified under the terms and conditions applying to each benefit below.

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

1. Alterations and additions

We will pay for loss or damage to Farm Buildings covered by Section Two during the Period of Insurance while they were undergoing construction, erection, alteration or addition where the value of the work does not exceed:

a) 10% of the Farm Building(s) Sum Insured; or

b) $75,000,

whichever is the lesser.

2. Employees' clothing and tools of trade

We will pay up to a maximum of $5,000 if clothing and tools of trade belonging to Your employees are lost or damaged during the Period of Insurance when Your employees' clothing and tools of trade are kept at the Situation, if We would have paid the claim if the lost or damaged clothing and tools of trade had otherwise belonged to You.

3. Extra cost of complying with building regulations

If We are liable for a claim for Your Farm Buildings, We will also pay any extra costs necessary to comply with the requirements of any statutory authority. We will only pay extra costs which relate to the damaged part of Your Farm Building subject to the limit of the Sum Insured.

We will not pay any extra costs if You receive notice of any Building regulation requirements if You were required to comply with those requirements and had not done so before the date when the loss or damage occurred.

4. Farm Contents in the Open Air

We will cover Your Farm Contents while they are not stored in a Farm Building for loss or damage during the Period of Insurance anywhere on an insured Situation caused by an event covered by this Section.

The most We will pay for this benefit is:

a) 10% of the Farm Property Sum Insured; or

b) $20,000,

whichever is the lesser.

Any amount payable is subject to the limit of the Sum Insured.

5. Fees

If damage to Your Farm Building(s) is covered by Section Two, We will pay the reasonable and necessary cost of:

a) architects', surveyors', consulting engineers', legal and other fees; and

b) clerk of works' salaries for estimates, plans, specifications, quantities, tenders and supervision, which relate directly to the repair, replacement or reinstatement of Your Farm Building(s). Please contact Us to confirm approval for these costs; and

c) any fee, contribution, or other charges payable to any statutory authority for consent to repair, replace or reinstate the Farm Building(s).

We will not pay:

a) any costs including fees and salaries for preparing any claim under Section Two; or

b) any fines and/or penalties imposed upon You by any statutory authority.

6. Fire extinguishment costs

We will pay for the reasonable and necessary costs You incur in:

a) extinguishing any fire at the Situation, or any fire which threatens the Situation during the Period of Insurance;

b) gaining access after the damage has occurred to the Farm Property insured at the Situation during the Period of Insurance;

c) replenishing Your fire-fighting apparatus after use in extinguishing a fire at the Situation during the Period of Insurance.

We will not pay for preventative fire maintenance work (such as clearing fire breaks for future fire threats).

The maximum We will pay under this Benefit is $10,000 subject to the limit of the Sum Insured.

7. Fusion of an electric motor

We will pay up to $1,000 for the cost of rewinding, or at Our discretion (acting reasonably), replacing an electric motor after Fusion during the Period of Insurance. 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.

We will only pay this benefit once during the Period of Insurance. No excess applies to this benefit.

8. Grazing Management – Livestock

We will cover Your Livestock at Multiple Situations, where You are moving Your Livestock between Situations as part of Your standard grazing management strategies during the Period of Insurance.

Any amount payable is subject to the limit of the Sum Insured for Livestock.

9. Legal costs to discharge a mortgage

We will reimburse Your reasonable legal costs for the discharge of Your mortgage, including legal fees and statutory government charges, following a claim involving the total destruction of Your Farm Building during the Period of Insurance.

The maximum We will pay under this benefit is $5,000 subject to the limit of the Sum Insured.

10. Livestock

If We are liable for a claim for Livestock under Section Two, We will also pay:

a) for the reasonable and necessary costs You incur in destroying the Livestock for humane reasons;

b) for the reasonable and necessary costs You incur in the disposal of any carcasses of Livestock or in the delivery of veterinary care or supplies for Livestock.

Any amount We will pay under this benefit is subject to the limit of the Sum Insured.

We will also apply a seasonal increase in the Livestock Sum Insured, increasing the Sum Insured specified in the Schedule by 20%, if You are reasonably able to show the loss occurred from ten days before to ten days after (inclusive), the calving or lambing period.

11. Neighbours' fire fighting equipment

We will pay up to $10,000 to reinstate the fire fighting equipment belonging to Your neighbours which is damaged while fighting a fire on Your Farm during the Period of Insurance. Any amount We will pay under this benefit is subject to the limit of the Sum Insured.

12. Removal of debris

When the Farm Property has been destroyed or damaged and We are liable for a claim, We will pay for the cost of demolition, storage and removal of debris.

We will pay the fees or costs that relate to the removal of debris from that part or those parts of Farm Property which have been destroyed or damaged.

The most We will pay under this benefit is the greater of:

- $10,000; or
- 10% of the Sum Insured of the damaged Farm Building or Fencing; or
- 10% of the Sum Insured of the damaged Farm Contents,

plus any additional Sum Insured for removal of debris specified in Your Schedule. Any payment We make under this benefit will be in addition to any amount We pay on Farm Property.

13. Rewriting of records

We will pay for the reasonable and necessary costs You incur to rewrite Your records and books of accounts following loss or damage by a Defined Event during the Period of Insurance.

The maximum We will pay under this benefit is $5,000.

We will not pay this benefit if the costs are covered under any other Section of Your Policy.

14. Shelter Belts

We will pay for loss or damage to Your Shelter Belts caused by fire during the Period of Insurance.

We will not pay more than $200 for any one Tree, plant or shrub including the cost of removal, soil preparation and replanting.

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

15. Teat Damage (applicable to Livestock)

If as a result of fire during the Period of Insurance, insured Livestock which are used for milk production or breeding are no longer able to yield milk, then We will pay the loss of value of the Livestock.

16. Temporary protection

When a Farm Building has been destroyed or damaged and We are liable for a claim, We will also pay the reasonable and necessary costs You incur for the temporary protection and safety of the Farm Building pending repair or replacement.

Any amount We will pay under this benefit is subject to the limit of the Sum Insured.

17. Temporary removal – Farm Contents

We will cover Your Farm Contents for loss or damage caused by an event covered by this Section during the Period of Insurance when it is:

a) temporarily removed from the Situation elsewhere in Australia for a period of not more than 60 days; and

b) in transit being conveyed by road, rail, air or inland waterway.

The most We will pay for this benefit is:

a) 10% of the Farm Property Sum Insured; or

b) $20,000,

whichever is the lesser.

Any amount payable is subject to the limit of the Sum Insured.

18. Theft of frozen embryos and semen

Where Your Schedule shows that You are insured for frozen embryos and semen, We will pay for Theft of the frozen embryos and semen during the Period of Insurance where there is tangible evidence and/or proof of loss.

The maximum amount We will pay under this benefit is $1,500 for any one straw or ampoule up to the sum insured shown on Your Schedule.

19. Theft of General Property

Where Your Schedule shows that You are insured for General Property cover, We will pay for Theft of General Property items during the Period of Insurance if the Theft results from forcible and violent entry evidenced by visible damage to:

a) the securely locked portion of any building;

b) the securely locked vehicle containing the Property Insured; or

c) a locked container secured to a vehicle.

We will not pay for Theft without evidence of forcible and violent entry.

20. Theft of Livestock

We will pay for loss, injury or death to Your Livestock because of Theft or attempted Theft at the Situation during the Period of Insurance. The maximum amount We will pay under this benefit is the market value of the animal at the time of loss subject to $2,000 for any one animal, $10,000 for any one event and $20,000 during any one Period of Insurance.

Specific options available under Section Two

Your Schedule will show which, if any, of the following options apply under Your Policy cover. The maximum We will pay during any Period of Insurance is the Sum Insured specified in the Schedule for each option.

1. Additional Costs

If We are liable for a claim under Section Two – Farm Property or under Section Four – Motor Vehicles Part A – Comprehensive, We will pay the Additional Costs You incur to maintain (but not expand) Your Farming Business at a similar level to that which would have applied if the loss or damage had not occurred. In order to claim under this option, the Additional Costs You incur must be a direct consequence of the loss or damage caused by:

a) If You have cover for Defined Events, one or more of the Defined Events during the Period of Insurance;

b) If You have Accidental Damage cover, Accidental Damage during the Period of Insurance.

The maximum amount We will pay under this option for any one claim and all claims in the aggregate is the Sum Insured shown in Your Schedule.

The maximum amount that We will pay may vary for each of Accidental Damage and Defined Events and will be subject to the Sum Insured and Limit of Liability shown on Your Schedule.

Words that have special meaning in this Additional Costs option

"Additional Costs" means the additional expenses necessarily and reasonably incurred for the purpose of avoiding or diminishing a reduction in turnover and/or resuming and/or maintaining normal business operations and/or services.

"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" means costs of appointing a planning consultant or agronomist for the future planning of the use of Pasture and Property Insured following an insured loss.

Additional things We will pay when You have insured for Additional Costs

Subject to the Sum Insured specified in Your Schedule, We will pay the following, unless shown otherwise under Additional Costs option in Your Schedule.

Farm planning costs

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

You must provide Us with the estimates, invoices or receipts for Farm Planning Costs which We may reasonably require.

Farm Vehicles

We will cover Additional Costs incurred as a result of loss or damage to motorised farm equipment but restricted to utes, sedans, four-wheel drive cars, vans, trucks and their attached trailers, all-terrain vehicles, Motorcycles, tractors, graders, combines, harvesters and motorised crop harvesting equipment and sprayers (excluding farm contracting work unless We have agreed to it in writing. Please contact Us to confirm approval for these costs.) comprehensively insured and for which a claim is paid under Section Four – Motor Vehicles Part A – Comprehensive.

Pasture and livestock agistment

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, lightning or thunderbolt and livestock can no longer be sustained at that location.

Loss of rent

If the Property Insured or Pasture is destroyed by an insured event and You suffer loss of rent, We will pay Your loss of rent up to $5,000. We will only pay loss or rent for up to 12 months. We will only do this if a written rental agreement is in place.

We will only pay the for loss of rent provided the Sum Insured for Additional Costs has not been exhausted.

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.

Solar Panels and Wind Turbines

We will pay You for loss of income following a claim for insured destruction, loss or damage to Solar Panels and Wind Turbines caused by earthquake, subterranean fire, volcanic eruption or Tsunami, explosion, fire, lightning or thunderbolt, Riot and Civil Commotion.

The amount We will pay will be based on the average value per kilowatt hour that You were paid or credited in the last 30 days prior to the claim. We will only pay this benefit if Your Solar Panels or Wind Turbines are insured and shown on Your Schedule.

The most We will pay is $5,000 during any one Period of Insurance.

Excess

An excess of $1,000 applies to this Additional Costs option for each claim except for if the claim is for Farm Vehicles in which event the excess is in the form of a waiting period of 48 hours.

This waiting period is taken to commence at the time of the loss or damage occurs and ends 48 hours later.

When We will not pay for Additional Costs

We will not pay for any Additional Costs arising directly or indirectly from:

a) drought;

b) under-insurance; or

c) Your failure to insure for the loss or damage.

2. Drought

We will pay You the market value of Livestock which has been slaughtered on humane grounds if during the Period of Insurance:

a) the area in which Your Farming Business is conducted is declared a "drought affected" area by the appropriate statutory authority;

b) a veterinary surgeon has recommended that the Livestock be destroyed because of the drought; and

c) We consent (acting reasonably) to the slaughter of the Livestock.

At Our discretion (acting reasonably) We will appoint a supervisor to oversee the slaughter.

We will not pay:

a) for loss of use of the Livestock,

b) for drought which occurs in the first six months after this option becomes effective; or

c) if You did not receive Our consent to the slaughter of the Livestock.

3. Milk Contamination

We will cover Your milk stored in a milk vat at the Situation against contamination during the Period of Insurance as a result of an accidental or Malicious Act due to:

a) materials or fluids which are used to clean the dairy;

b) introduction of foreign matter (other than bacteria) into milk.

We will not cover:

a) loss due to lack of refrigeration, regardless of cause;

b) consequential loss. This means We don't cover You for anything not expressly described in Section Two. For example, We will not pay for loss of contract.

We will pay the value of milk, which is lost, based on the farm gate price of milk at the time of loss. The maximum We will pay under this option during any one Period of Insurance is the Sum Insured shown in Your Schedule.

4. Trees and Vines

We will cover Your Vines or Trees against being destroyed as a direct result of fire occurring during the Period of Insurance.

A Vine or Tree is deemed destroyed when it is damaged to such an extent that within six (6) months of the fire the Vine or Tree is no longer suitable for the intended purpose for which it was being grown.

We will pay the agreed value per hectare specified in Your Schedule multiplied by the number of hectares of Trees or Vines Destroyed.

The maximum We will pay under this option is the Sum Insured shown in Your Schedule.

An Excess of $1,000 applies for each claim made under this option.

5. Land Transit

We will cover You for loss of or damage to Your Farm Goods and/or Livestock up to the Sum Insured shown in Your Schedule for Land Transit while in a Conveying Vehicle on land caused by one or more of the Defined Events listed below which occurs during the Period of Insurance.

Defined Events are:

a) fire;

b) Flood;

c) lightning;

d) earthquake;

e) Tsunami;

f) Strikes or Riots and Civil Commotion;

g) collision and/or overturning of the Conveying Vehicle;

h) Theft from a locked vehicle.

Livestock

Where Your claim is for Livestock, We will at Our discretion (acting reasonably) pay You:

a) the market value of Livestock that was lost or stolen up to a maximum of $5,000 for any animal; or

b) the Sum Insured stated in Your Schedule for this Specific Option 5. Land Transit.

Farm Goods

Where Your claim is for Farm Goods, We will at Our discretion (acting reasonably):

a) repair, replace or reinstate Your Farm Goods; or

b) pay You the reasonable cost of repairing or replacing Your Farm Goods;

limited to the Sum Insured stated in Your Schedule for this Specific Option 5. Land Transit.

Additional things We will pay under Specific Option 5. Land Transit

Costs of hiring replacement Goods

If We are liable for a claim under Specific Option 5. Land Transit, We will also pay the costs You incur in hiring replacement goods for Your Farming Business.

The most We will pay for hiring replacement goods for Your Farming Business during any one Period of Insurance is $2,000.

Livestock

If We are liable for a claim for Livestock under Specific Option 5, We will also pay:

a) for the reasonable and necessary costs You incur in destroying the Livestock for humane reasons (other than costs described in paragraph b) below);

b) for the reasonable and necessary costs You incur in the disposal of any carcasses of Livestock or in the delivery of veterinary care or supplies for Livestock.

Loading and Unloading

We will cover You for loss of or damage to Your Farm Goods and/or Livestock during the Loading and Unloading of the Conveying Vehicle during the Period of Insurance.

Incidental storage

If incidental storage of Your Farm Goods and/or Livestock is required during transit, We will cover You against physical loss or damage caused by a Defined Event under Specific Option 5. Land Transit during the Period of Insurance, subject to a maximum of $2,000 in any one Period of Insurance.

Removal of debris

We will also pay the cost of removing, cleaning or disposing of Your Farm Goods lost or damaged by a Defined Event under Specific Option 5. Land Transit during the Period of Insurance, subject to a maximum of $2,000 in any one Period of Insurance.

When We will not pay a claim under Specific Option 5. Land Transit

There are other exclusions in this Policy which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

If Your Schedule shows that You have taken Specific Option 5. Land Transit, We will not pay for loss or damage if at the time of the Defined Event which results in the claim, the Conveying Vehicle was:

a) being used in an unsafe or unroadworthy condition. We will not refuse Your claim if You can prove that the loss or damage was not caused or contributed to by the unsafe or unroadworthy condition of the Conveying Vehicle.

b) being driven by You, or any other person:

   (i) under the influence of any drug or intoxicating alcohol;

   (ii) who, as a result of the accident, is convicted of driving under the influence of drugs or alcohol;

   (iii) who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or

   (iv) who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

   We will not refuse Your claim if You can satisfy Us that You had no reason to suspect that the driver was affected by alcohol or any drug;

c) not securely locked when left unattended;

d) being used to carry or tow a load greater than that for which it was designed. We will not refuse Your claim if You can prove that the loss, damage or liability was not caused or contributed to by the overloading; or

e) being driven by You, or any other person, who was not licensed to drive the vehicle. We will not refuse Your claim if You can prove that You did not know that the driver was unlicensed.

We will not pay for:

f) loss or damage caused by Theft unless there is visible evidence of forcible entry to the Conveying Vehicle or the premises in which the Conveying Vehicle is housed;

g) loss or damage to household goods, household furniture or personal effects;

h) any Farm Goods which are covered under any other Section of the Policy for the relevant loss or damage;

i) any unexplained shortage or disappearance; or

j) goods carried by You for payment or reward.

6. Theft

When your schedule shows that you have taken cover under Specific Option 6. Theft, We will cover You for Theft, as well as damage resulting from Theft (or attempted Theft) which occurs at the Situation during the Period of Insurance to Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Fencing, Hay or Grain or Wool, but only to the extent that these items are insured under this Section Two – Farm Property. Unless We state otherwise under the heading When We will not pay a claim under Specific Option 6.

The maximum amount that We will pay under this Specific Option 6. Theft is the Sum Insured shown on Your Schedule.

Additional things We will pay when You have insured for Specific Option 6. Theft

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

Temporary repairs

If damage to Your Farm Buildings is caused by Theft or attempted Theft following forcible entry during the Period of Insurance, We will reimburse You for the cost of temporary repairs.

The maximum amount We will pay for this benefit is $5,000 in addition to the Sum Insured for Theft.

Stolen keys

If, as a result of Theft or attempted Theft during the Period of Insurance, the keys for any lock are stolen or there are reasonable grounds to believe the keys have been duplicated, We will pay for:

a) the replacement of the lock(s) operated by the keys; and

b) the cost of opening safes/strongrooms due to the keys being stolen.

How We will settle Your claim for Specific Option 6. Theft

Where Your claim is accepted by Us for this Specific Option 6. Theft, We will at Our discretion (acting reasonably):

a) repair, replace or reinstate Your Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Fencing, Hay or Grain or Wool; or

b) pay You the reasonable cost of repairing or replacing Your Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Hay, Grain or Wool;

c) pay You the Sum Insured for Specific Option 6. Theft shown in Your Schedule for Farm Buildings, Farm Contents, Farm Machinery, Hay, Grain or Wool,

whichever is the lesser.

The amount We will pay will not exceed:

- $50,000 for any item insured as Farm Machinery and shown in Your Schedule;
- $10,000 for any item insured as:
  a) Unspecified Farm Buildings;
  b) Unspecified Farm Infrastructure and Improvements;
  c) Unspecified Farm Machinery; or
  d) Unspecified Farm Contents.

We may adjust Your claims payment in accordance with the GST provision noted under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 17.

When We will not pay a claim under Specific Option 6. Theft

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

We will not pay for loss or damage caused by Theft or attempted Theft:

a) from any unlocked and unattended motor vehicle;
   (i) away from a Situation at the time of loss or damage; or
   (ii) at a Situation and parked within 500 metres and in sight of a public road at the time of loss;

b) by You or any other person acting with Your express or implied consent;

c) without tangible evidence or proof of loss;

d) of Money;

e) which is covered under another Section of Your Policy;

f) of Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Farm Machinery, Fencing, Hay, Grain or Wool where the Situation has been unattended for more than 90 days;

g) not discovered within a reasonable time period;

h) personal effects of any kind;

i) growing or standing crops, trees or shrubs or other growing vegetation;

j) Livestock;

k) household items, domestic furniture, fixtures and fittings; or

l) caravans, trailers, pleasure craft, aircraft or any of their accessories, equipment and/or spare parts.

Making a claim under Section Two

Full details of what You should do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 15 to 16.

Excess

The Excess shown in Your Schedule for Section Two is the amount which You must pay as a contribution to a claim under Section Two, unless We state otherwise in this PDS under the headings:

a) Cover option 1 – Defined Events;

b) Cover option 2 – Accidental Damage;

c) Other benefits We will pay under Section Two;

d) Specific options available under Section Two; or,

e) If We settle Your claim by cash settlement, We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement.

Section Three – Public and Products Liability

The cover

We will cover You or any Insured Person in respect of legal liability to pay as compensation (excluding punitive, exemplary, aggravated damages) for Advertising Injury, Personal Injury and/or Property Damage happening during the Period of Insurance within the Geographic Limits as a result of an Occurrence in connection with Your Farming Business or Products, up to the Limit of Indemnity.

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

Definitions applicable to Section Three

Some of the words in Section Three have special meanings. The following words and their meanings wherever they appear in Section Three are defined as below and will apply to the Cover under this Section.

"Advertising injury" means injury arising out of:

a) defamation; or

b) any breach of the misleading or deceptive conduct provisions of Schedule 2 to the Competition and Consumer Act 2010 (Cth) or any Fair Trading or similar legislation of any country, state or territory; or

c) unfair competition, piracy, idea misappropriation contrary to an implied contract; or

d) invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising activities.

"Aircraft" means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

"Compensation" means monies paid or agreed to be paid by judgment, award or settlement for Personal Injury and/or Property Damage and/or Advertising Injury provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.

"Employment Practices" means any practices by You in respect of Your Employees or employment by You, including but not limited to any employment conditions, wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment (workplace and sexual) or discrimination.

"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.

"Excess" means the amount You will need to pay as a contribution to Your claim or series of claims, arising out of any one Occurrence. The Excess applicable to Section Three is shown in the Schedule. The Excess which You must pay and for which You are responsible will applies to all amounts for which We are be liable to pay for a claim, including any indemnity for Defence costs and supplementary payments. If We settle Your claim by cash settlement, We will deduct the excess from the amount We pay You. In other circumstances, You may need to pay the excess as a contribution to the repair or replacement.

"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 Farming Business other than Products Liability.

"Geographic Limit" means:

a) anywhere within the Commonwealth of Australia and its external territories; and

b) elsewhere in the world but only with respect to:

   (i) overseas business visits by any of Your directors, partners, officers, executives or Employees, who are normally resident in Australia but not where they perform manual work or supervise manual work in North America;

   (ii) products supplied from the Commonwealth of Australia, but the indemnity granted in relation to such Products shall not apply to claims in respect of Personal Injury and/or Property Damage happening in North America where such Products have been exported to North America with Your knowledge.

"Hovercraft" means any vessel, craft or device made or intended 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 property which does not impose on You:

   (i) an obligation to insure such property; or

   (ii) any liability regardless of fault;

b) any written contract:

   (i) with any public authority for the supply of water, gas or electricity including contracts that allow access to paths, roads or paper roads of such public authority that crosses over the land at the Situation; or

   (ii) with any railway authority for the loading and/or transport of Your Products including contracts relating to the operation of railway sidings,

but only to the extent of indemnifying any such authority in respect of liability arising out of Your Farming Business and excepting contracts for the performance of work or provision of services by You.

"Insured Person" means:

a) any:

   (i) director, executive officer, employee or partner of You, but only while acting within the scope of their duties in such capacity; including the spouse of any such person whist accompanying such person on any commercial trip or function in connection with Your Farming Business;

   (ii) shareholder of a company referred to in the definition of You, but only while acting within the scope of their capacity as shareholders of such company;

b) any principal in respect of the liability of such principal arising out of the performance by You, 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 limited always to the extent of cover and Limit of Indemnity provided in this Section;

c) any employee superannuation fund or pension scheme managed by or on behalf of the Insured shown in the Schedule, and the trustees and the directors of the trustee of such employee superannuation fund or pension scheme which is not administered by corporate fund managers;

d) any office bearer or member of a social and/or sporting club, canteen, welfare or child care organisation, first aid, fire or ambulance service formed with the consent of You (as defined in this Section) or any Insured Person listed under a) above and which is incidental to Your Farming Business;

e) every party including joint venture companies and partnerships to whom You are obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy, but only to the extent required by such contract or agreement and in any event only for such coverage and limits as are provided in the Policy and in connection with Your Farming Business;

f) any estate, trustees, legal representative or heir of any deceased, bankrupt, insolvent person or person who is unable to manage their own affairs because of a mental disorder or incapacity who would otherwise be indemnified by the Policy, but only in respect of liability incurred by such persons or deceased persons;

g) any other person, corporation, organisation, trustee or estate to whom or to which You are obligated by reason of law, to provide insurance such as afforded by the Policy, but only to the extent required by such law, and in any event only for such coverage and Limits of Indemnity as are provided by the Policy and in connection with Your Farming Business; and

h) any other person named as an Insured Person in the Schedule but only in respect of that Insured Person's liability that solely and directly results from an act or omission of You (as defined in this Section), or any Insured Person listed under a) above, that is in connection with the Farming Business.

"Internet Operations" means:

a) transfer of computer data or programmes by use of electronic mail systems by You or Your Employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within Your organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb or Trojan horse;

b) access through Your network to the world wide web or a public internet site by You or Your Employees including part-time and temporary staff, and others acting on Your behalf;

c) access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation;

d) the operation and maintenance of Your Farming Business web site.

"Limit of Indemnity" means the amount(s) stated in Your Schedule as the Limit of Indemnity or any lesser limit shown in Your Schedule or this Policy. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

"Medical Persons" means legally qualified medical practitioners, legally qualified, enrolled and registered nurses, and first aid attendants.

"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; and

c) any country or territory subject to the laws of the United States of America or the Dominion of Canada.

"Occurrence" means an event including continuous or repeated exposure to substantially the same general conditions which results unexpectedly and unintentionally from Your standpoint, in Personal Injury or Property Damage or Advertising Injury.

All occurrences of a series consequent upon or attributable to one source or originating cause are deemed to be one Occurrence.

"Personal Injury" means:

a) death, bodily injury, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom;

b) false arrest, wrongful detention or false imprisonment, malicious prosecution or humiliation;

c) wrongful entry or wrongful eviction;

d) defamation or invasion of privacy, unless arising out of Advertising Injury;

e) libel, slander;

f) discrimination as a result of race, religion, gender or gender identity, marital status, age, intellectual impairment, disability or any other legally protected attribute (unless insurance thereof is prohibited by law) not committed by You or at Your direction, but only with respect to liability other than fines and penalties imposed by law;

g) assault or battery not committed by You or at Your direction, unless committed for the purpose of preventing or eliminating danger to persons or property, which occurs during the Period of Insurance.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste.

Waste includes material to be recycled, reconditioned or reclaimed.

"Products" means anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, services, bottled, labelled, handled, sold, supplied, resupplied or distributed, imported or exported, by You or on Your behalf (including Your predecessors in Your Farming Business), including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such Products and anything which, by law or otherwise, You are deemed to have manufactured in the course of Your Farming Business including discontinued Products.

Provided always that for the purpose of this insurance the term 'Products' shall not be deemed to include:

a) food and beverages supplied by You or on Your behalf primarily to Your Employees as a staff benefit;

b) any vending machine or any other property rented to or located for use of others but not sold by You;

and any claims made against You in respect of Personal Injury and/or Property Damage arising out of any Occurrence in connection therewith shall be regarded as General Liability claims hereunder.

"Products Liability" means Your legal liability for Personal Injury and/or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such Products; but only where such Personal Injury and/or Property Damage occurs away from premises owned or leased by or rented to You and after physical possession of such Products has been relinquished to others.

"Property Damage" means:

a) physical damage to, physical loss of or physical destruction of tangible property that occurs during the Period of Insurance including any resultant loss of use; or

b) loss of use of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use is caused by physical damage to, physical loss of or physical destruction of other tangible property that occurs during the Period of Insurance.

"Tool of Trade" means a Vehicle which has any tool, implement, machinery or plant forming part of or attached to or used in connection with it while such tool, implement, machinery or plant is in operation for the purpose of the Farming Business, but does not include:

a) Vehicles while in transit to or from or within any place of work; or

b) Vehicles used for transport or haulage.

"Vehicle" means any type of machine on wheels, caterpillar tracks or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

"Watercraft" means any vessel, craft or thing (other than a Hovercraft) made or intended to float on or in or travel on or through water.

"Workers' Compensation Law" means any law relating to compensation for injury to workers or Employees.

"You", **"Your"**, **"Yours"** means:

a) the Insured shown in Your Schedule;

b) any subsidiary companies of a) above, existing at the commencement date of the Period of Insurance as shown in Your current Schedule, whose place of incorporation is within Australia or its external territories;

c) (i) any company acquired by, and whose operations are controlled and managed by, the Insured shown in Your Schedule or a company referred to in b) above during the Period of Insurance as a result of consolidation, merger or purchase;

(ii) any subsidiary company that is incorporated by the Insured shown in Your Schedule or by a company referred to in b) above, during the Period of Insurance;

The following provisions apply to a), b) and c);

(i) any such acquisition or incorporation is notified to Us as soon as reasonably possible;

(ii) the newly acquired or incorporated company conducts the same type of business as Your Farming Business; and

(iii) the newly acquired or incorporated company is incorporated within Australia or its external territories;

d) (i) any director, executive officer, Employee or partner or voluntary unpaid workers of the Insured shown in Your Schedule or a company referred to in b) or c) above, but only while acting within the scope of their duties in such capacity; and

(ii) any shareholder of a company referred to in a), b) or c) above, but only while acting within the scope of their capacity as shareholders of such company;

e) any principal in respect of the liability of such principal arising out of the performance by the Insured shown in Your Schedule or a company referred to in b) or c) above, 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 limited always to the extent of cover and Limit of Indemnity provided in this Policy;

f) any office bearer or member of a canteen, social and/or sporting club or organisation formed for Your Employees and/or fire services formed with the consent of any of the parties in a), b), c) or d) above.

Limit of Indemnity applicable to Section Three

The Limit of Indemnity is the amount stated in Your Schedule. This is the maximum amount We will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of Your Products, Our total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity.

Excess

You must pay the Excess specified in Your Schedule as a contribution, in respect of each claim for Property Damage unless specified otherwise. If We settle Your claim by cash settlement, We will deduct the Excess from the amount We pay You. In other circumstances, You may need to pay the Excess as a contribution to the repair or replacement. Unless shown otherwise in Your Schedule, there is no Excess applicable for Personal Injury claims.

Defence costs and supplementary payments

With respect to the indemnity provided by this Section, We will:

1. defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury or, Property Damage or Advertising Injury and seeking damages on account thereof even if any of the allegations of such claim or suit is, false or fraudulent. We will have regard to Your interests and act reasonably;
2. pay all reasonable charges, expenses and legal costs incurred by Us and/or by You, or those incurred with Our consent (acting reasonably):
   a) in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request;
   b) in bringing or defending appeals in connection with such claim or suit.
3. pay:
   a) all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit;
   b) pre-judgment interest awarded against You on that part of the judgment payable by us; and
   c) all interest accruing on Our portion of any judgement until We have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability thereon;
4. pay premiums on:
   a) bonds to release attachments for amounts not exceeding the applicable Limit of Indemnity of this policy but We shall have no obligation to apply for or furnish any such bond;
   b) appeal bonds and/or security for costs required in any suit but We shall have no obligation to apply for or furnish any such bonds and/or security for costs;
5. pay expenses incurred by You for:
   a) rendering first aid and/or surgical or medical relief to others at the time of any Personal Injury (other than any medical expenses, which We are prevented from paying by any law);
   b) temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof;
   c) purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority;
6. pay all reasonable legal costs incurred by You, and all costs incurred with Our consent for representation of You at:
   a) any coronial inquest or inquiry;
   b) any proceedings in any court or tribunal in connection with liability insured against by this Section Three;
   c) any Royal Commission or Government Enquiry arising out of any alleged breach of statute, or other similar judicial enquiry into circumstances relating to any occurrence, claim or potential claim which would be the subject of indemnity under this Policy;
   d) any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

   Provided that Our liability under clauses 6(c) and 6(d) shall not exceed $250,000 in respect of any one claim or series of claims arising out of any one occurrence.

The amounts of such defence costs and supplementary payments incurred and if covered under Section Three, except payments in settlement of claims and suits, are payable by Us in addition to the applicable Limit of Indemnity of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Indemnity shown in the Policy Schedule shall be inclusive of all defence costs and supplementary payments.

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 expense of such defence costs incurred with Our consent (acting reasonably).

Other benefits We will pay under Section Three

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

1. Aircraft Landing Areas

We will cover You for liability happening in respect of an Occurrence during the Period of Insurance arising directly or indirectly out of Your ownership or control of:

a) any property; or

b) any structure;

at the Situation of the Farming Business which is used as an Aircraft landing area. Aircraft Landing Area includes the Aircraft take-off and landing strip and any areas where the Aircraft is housed or maintained.

We will not cover Your liability directly or indirectly arising out of or in any way connected with any Aircraft Landing Areas that are used for reward or payment.

The maximum We will pay for all claims arising out of any one Occurrence is the amount shown in Your Schedule. We will, in addition to the Limit of Indemnity, also pay legal costs incurred with Our consent to defend a claim provided We agree You are entitled to liability cover under this Section.

2. Drones

We will cover You for liability happening in respect of an Occurrence during the Period of Insurance arising directly or indirectly out of Your ownership or control of a Drone, with a weight less than 25kg, at the Situation.

We will not cover Your liability directly or indirectly arising out of or in any way connected with Drones used for reward, and/or used beyond the boundaries of Your Situation and/or otherwise operated in contravention of relevant Australian laws and regulations.

The maximum We will pay for all claims arising out of any one Occurrence is the amount shown in Your Schedule. We will, in addition to the Limit of Indemnity, also pay legal costs incurred with Our consent to defend a claim provided We agree You are entitled to liability cover under this Section.

3. Incidental Farm Contracting activities

Cover is extended to include legal liability happening in respect of an Occurrence during the Period of Insurance for any Incidental Farm Contracting listed in Your Schedule. Income from this Incidental Farm Contracting should not exceed 15% of the farm turnover in a typical year or $200,000, whichever is the lesser, unless You obtain Our prior agreement in writing.

We will, in addition to the Limit of Indemnity, also pay legal costs incurred with Our consent to defend a claim provided We agree You are entitled to liability cover under this Section.

4. Unregistered motor Vehicle liability

We will, regardless of whether used for Your Farming Business or not, cover Your legal liability happening in respect of an Occurrence during the Period of Insurance for payment of Compensation in respect of:

a) death, bodily injury or illness; and/or

b) physical loss of or damage to property,

arising from the ownership, custody, or use of any unregistered motor Vehicle that is not required to be registered by law or in respect of which there is no compulsory statutory scheme of indemnity, or domestic trailer not attached to any Vehicle.

Provided that at the time of the Occurrence, the Vehicle is being operated:

a) by a person who has been trained in the safe operation of the Vehicle, unless You can prove that You were not aware that they were not appropriately trained; and,

b) in a manner which the manufacturer intended the Vehicle to be used. This includes ensuring that the Vehicle is being operated in a manner that is appropriate to the weather and terrain, that the vehicle is not overloaded, is not carrying more than the intended number of occupants, is well maintained and in a good state of repair.

5. Property in Your physical and legal control

Exclusion 20 of "When We will not pay a claim under Section Three" will not apply to the following property:

1. 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;
2. premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of Your Farming Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises;
3. a) premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with Your Farming Business; or

   b) any other property temporarily in Your possession for the purpose of being worked upon;

   but no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work;
4. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You provided that You do not operate the car park for reward, as a principal part of Your Farming Business;

5. notwithstanding Exclusion 3 of "When We will not pay a claim under Section Three – Contractual liability", any property (except property that You own) not mentioned in clauses 1., 2., 3. and 4. of this Other benefit whilst in Your physical or legal care, custody or control whether or not You have accepted or assumed legal liability for such property. Provided that Our liability under this clause 5. shall not exceed;

   - $10,000 in respect of any one animal;
   - $100,000 in respect of any one item of Farm Property as defined in Section Two other than animals;
   - $250,000 in the aggregate per Period of Insurance for any one claim or series of claims arising out of any one Occurrence,

   unless a higher amount is shown in Your Schedule and will be subject to the Excess shown in Your Schedule.

When We will not pay a claim under Section Three

This Policy does not cover any actual or alleged liability:

1. Aircraft, Hovercraft

directly or indirectly arising out of or in any way connected with:

a) the ownership, possession, maintenance, repair, operation or use by You or on Your behalf;

b) any of Your Products which are incorporated into the structure, machinery or controls;

of any Aircraft or Hovercraft.

2. Assault and battery

directly or indirectly arising out of or in any way connected with assault and/or battery committed by You or at Your direction.

This exclusion (2) will not apply when such assault and/or battery is committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property.

3. Contractual liability assumed under any contract or agreement

which has been assumed by You under any contract or agreement that requires You to:

a) effect insurance over property, either real or personal;

b) assume liability for Personal Injury and/or Property Damage and/or Advertising Injury regardless of fault;

provided that this exclusion shall not apply with regard to:

(i) liabilities which would have been implied by law in the absence of such contract or agreement;

(ii) liabilities assumed under Incidental Contracts;

(iii) terms regarding merchantability, quality, fitness or care of Your Product which are implied by law or statute; or

(iv) liabilities assumed under the contracts which are listed in Your Schedule or in any endorsement(s) to this Policy.

4. Crop spraying

directly or indirectly arising out of or in any way connected with any material or substance being applied by an Aircraft to:

a) land; or

b) anything grown on the land;

unless otherwise stated in Your Schedule.

5. Defamation, libel and slander

directly or indirectly arising out of or in any way connected with, the publication or utterance, including online and on social media, of any libellous, slanderous, defamatory or disparaging material:

a) made prior to the commencement of the Period of Insurance;

b) made at Your direction or with Your authority and with knowledge of its falsity; or

c) related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf.

6. Defect in design

caused by or arising out of Your making or formulating a design or specification within the domain of the architectural, engineering, scientific, chemical, actuarial, statistical, economic, financial or medical profession. Provided that this exclusion shall not apply in respect of any formulation of a design or specification in regard to any Products, for which You have not charged a fee for that formulation of a design or specification.

7. Employer's liability

for Personal Injury to any Employee;

a) if You are required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or

b) imposed by:

(i) any Workers' Compensation Law;

(ii) 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, agreement or determination;

(iii) any law relating to Employment Practices.

8. Construction, erections, alterations, demolition and additions

directly or indirectly arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by You or on Your behalf.

This exclusion (8) will not apply to the construction, erection, alteration of or addition to buildings owned and/or occupied by You where the cost of such construction, erection, alterations or additions does not exceed $500,000.

9. Faulty workmanship

for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by You or on Your behalf.

10. Horse Riding

directly or indirectly arising out of or in any way connected with any Horse Riding Activities that are conducted for reward or payment or any equine event organised by You or conducted on Your farm. This exclusion does not apply to horse riding by You for any reason, or by Your employees as part of performing the usual business activities of Your Farming Business.

11. Internet Operations

directly or indirectly out of or in any way connected with Your Internet Operations.

This exclusion does not apply to liability otherwise covered by this Policy which would have arisen irrespective of Your Internet Operations.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

12. Leisure purposes

directly or indirectly arising out of or in any way connected with farm stay accommodation, tourist or hosting activities, unless otherwise stated in Your Schedule.

13. Loss of use

for loss of use of tangible property (not having been physically damaged or destroyed) directly or indirectly arising out of or in any way connected with:

a) a delay in or lack of performance by You or on Your behalf in relation to any contract or agreement; or

b) the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You. This exclusion (13.b) does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Your Products after such products have been put to use by any person or organisation other than You.

14. More specific policy

for which Indemnity is provided or would have been provided but for any applicable deductible or Excess, under a more specific policy shown as such in Your Schedule.

15. Penalties, liquidated damages, punitive, exemplary

for fines or penalties imposed by law or liquidated damages or punitive, exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

16. Pollution

for:

a) loss, damage, costs or expense, injury, illness or liability caused by, arising from or in any way connected with the discharge, seepage, migration, dispersal, release or escape of Pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including ground water);

b) loss, damage, costs or expense, injury, illness or liability for discharge, seepage, migration, dispersal, release or escape of Pollutants caused by any of Your Products that have been discarded, dumped, abandoned or thrown away by others;

c) the cost of removing, nullifying or cleaning up Pollutants;

d) the cost of preventing the escape of Pollutants.

Exclusion 16. a), b) and c) shall not apply where the claim arises from a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place and occurs outside of the United States of America or Canada or any country, territory or protectorate to which the laws of the United States of America or Canada apply, however, the total aggregate Limit of Indemnity during any one Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

17. Damage to Products

for Property Damage to Your Products where such damage is directly caused by a fault or defect in such Products, but this exclusion shall be interpreted to apply with respect to damage to the specific part and only that part of such Product to which the damage is directly attributable.

18. Product recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

19. Professional liability

arising out of the rendering of or failure to render professional advice or service 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:

a) arising out of the rendering of or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;

b) arising out of advice which is given by You for no fee;

c) arising out of advice given in respect of the use or storage of Your Products.

20. Property in physical or legal control

for Property Damage to:

a) property owned by or leased or rented to You;

b) property not belonging to You but in Your physical or legal control, other than property described in "Other benefit 5- Property in physical and legal control".

21. Smoking

for any Personal Injury directly or indirectly arising out of or in any way connected with, the inhalation or ingestion of or exposure to:

a) tobacco or tobacco smoke; or

b) any ingredient or additive present in any articles, items or goods which contain or include tobacco.

22. Vehicles

directly or indirectly arising out of or in any way connected with the ownership, possession, operation, use or legal control by You or on Your behalf of any Vehicle:

a) which is registered or is required under any legislation to be registered; and

b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected).

This exclusion will not apply to:

a) Personal Injury where:

   (i) any compulsory liability insurance or statutory indemnity does not provide indemnity; and

   (ii) which arises in circumstances in which You are not involved in a breach of any legislation relating to a Vehicle unless You can prove that You were not aware that you were involved in such breach;

b) liability for Personal Injury or Property Damage arising beyond the limits of any carriageway or thoroughfare or caused by the loading or unloading of any Vehicle or trailer or the delivery or collection of goods to or from any Vehicle;

c) liability for Personal Injury and/or Property Damage arising from the use of any Vehicle as a Tool of Trade;

d) liability for Property Damage only, caused by any registered farm vehicle, mobile farm machinery and attachments while being used in connection with Your Farming Business at the Situation and any other place within 100 kilometres of the Situation;

e) any Vehicle temporarily in Your custody or control for the purpose of parking at the Situation.

23. Watercraft

directly or indirectly arising out of or in any way connected with the ownership, possession, operation, maintenance or use by You or on Your behalf of any Watercraft, the hull of which exceeds 8 metres in length.

24. Livestock communicable diseases

directly or indirectly arising out of or in any way connected with any contamination, infection, outbreak, spread or transmission of any communicable diseases in Your Livestock whether bacterial, prion or viral including avian influenza or any variant, mutation or derivative or avian influenza or any virus or diseases related to avian influenza.

For the purposes of this endorsement, avian influenza includes, but is not limited to, influenza A viruses of sub-types H5, H7 and H9.

25. Property owned by You

for Property Damage to property owned by You;

26. Product guarantee

for any Products warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

27. Advertising Injury

for Advertising Injury:

a) resulting from statements made at Your direction with knowledge that such statements are false;

b) resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;

c) resulting from any incorrect description of Products or services;

d) resulting from any mistake in advertised price of Products or services;

e) resulting from failure of Your products or services to conform with advertised performance, quality, fitness or durability;

f) incurred by You if Your principal occupation or business is advertising, broadcasting, publishing or telecasting.

28. Asbestos

For Personal Injury, Property Damage (including loss of use of property) directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

29. Wind Turbines

For Personal Injury directly or indirectly arising out of, resulting from or in consequence of Wind Turbines.

30. Electronic Data

caused by, arising from, or in any way connected with the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data, where this is the only loss or damage that occurs.

31. Product Tampering or Product Extortion

directly or indirectly arising out of or in any way connected with Product Tampering and/or Product Extortion as defined below:

- Product Tampering: means an act of intentional alteration of Your Product which has caused or is reasonably expected to cause bodily injury or physical injury to tangible property other than Your Product.
- Product Extortion: means the making of illegal threats to You or the publication of information that Products produced, handled or sold by You will be or have been contaminated, polluted or rendered substandard, where such threats are accompanied by a demand for ransom, either as a condition of not carrying out such threats; or before providing further information about the affected Products.

32. Property Owners' Liability – Tenanted farms

directly or indirectly arising from any business, profession, trade, or manufacturing operations (other than as owners of property the subject of this Policy) conducted by You or on Your behalf, where the insured situation is owned by You but leased and operated by Your tenant. This exclusion does not apply if the insured situation is operated on Your behalf by a tenant who is also an employee of Yours.

Specific conditions applicable to Section Three

1. Cross liability

Where You are comprised of more than one entity, the term "You" will be considered as applying to each entity in the same manner as though a separate policy had been issued to each entity, provided that Our Limit of Indemnity and liability to make supplementary payments, if any, will apply as if there are not separate policies which have been issued to each entity.

2. Discharge of liabilities

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

a) the amount of the Limit of Indemnity (after deduction of any sum or sums already paid by Us); or

b) any lesser sum for which the claim or claims may be settled.

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

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

3. Reasonable care and maintenance

You must:

a) take reasonable precautions to prevent the manufacture, sale or supply of defective products;

b) at Your expense, take reasonable action to trace, recall or modify any products containing any defect or deficiency of which You have knowledge or have reason to suspect.

If You do not meet the above condition, We may cancel the Policy (to the extent permitted by law) and or reduce or refuse to pay a claim to the extent We are prejudiced by Your noncompliance.

4. Release

Where You are compelled by law to release any Government or Public or Local Authority or other Statutory Authority from liability for loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this Policy or the cover or insurance under it.

Notwithstanding general condition 'Subrogation rights' under this Policy, We agree to waive all Our rights of subrogation against any such Authority in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

Optional covers applicable to Section Three

The following endorsements apply only when shown on Your Schedule.

1. Crop spraying

Exclusion 4. Crop spraying under "When We will not pay a claim under Section Three" is deleted and replaced by the following:

a) directly or indirectly arising out of or in any way connected with any material or substance being applied by an Aircraft to:

   (i) land; or

   (ii) anything grown on the land.

This exclusion does not apply to liability for Property Damage arising out of any aerial spraying application conducted by a licensed aerial spraying contractor engaged by You or on Your behalf, provided that:

a) such Aircraft is neither owned or operated by You or Your Employees, nor is it in Your physical or legal care, custody or control;

b) You or Your Employees do not perform that aerial spraying application; and

c) You neither own nor operate the aerial spraying business.

Our liability under this endorsement will be limited to the amount specified in Your Schedule for any one Occurrence and in the aggregate in respect of any one Period of insurance.

You must pay an Excess of $5,000 in respect of each claim.

2. Milk tanker contamination

We will cover Your legal liability arising out of contamination of milk contained in a milk container due to the introduction of Your contaminated milk where that legal liability would be covered under this Section Three but for the exclusions under the heading "When We will not pay a claim under Section Three".

Our liability under this endorsement will be limited to the amount shown in Your Schedule for any one Occurrence and in the aggregate in respect of any one Period of Insurance. You must pay an Excess of $250 in respect of each Occurrence.

Section Four – Motor Vehicles

Cover options

The following cover options are available under this Policy Section Four:

Part A – Comprehensive; and

Part B – Third Party Property Damage.

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

Definitions applicable to Section Four

Some of the words in Section Four have special meanings wherever they appear. The following words and their meanings wherever they appear in Section Four are defined below and will apply to the Cover under this Section.

"Accessories" means additional parts or fittings attached to Your Vehicle for the purpose of enhancing its comfort, accessibility (other than wheelchair conversions) or appearance. Where Your Vehicle is either an electric Vehicle or a plug in hybrid Vehicle, Accessories include an electric Vehicle wall charger and mount, charging cables and charging accessories. Accessories does not include changes to the motor, body or chassis of the Vehicle, wheelchair conversions or performance enhancements.

"Autonomous Vehicle" means an autonomous passenger Motor Vehicle that when engaged is able to adapt to all traffic situations including stop-start traffic, avoid potential accidents, and perform collision avoidance manoeuvres without needing manual intervention by a human driver.

"Declined Driver" means a driver, noted in Your Schedule as a Declined Driver who is not insured under this Policy.

"Market Value" means the cost to buy a Vehicle of the same make, model, age and condition as Your Vehicle including any Accessories and/or Modifications attached to Your Vehicle. This amount excludes costs and charges for vehicle registration, compulsory third party insurance, stamp duty transfer, dealer warranty costs, allowance for dealer profit or transfer fees.

"Miscellaneous Mobile Farm Machinery" means machinery which contains its own means of propulsion including but not limited to;

- tractors, fruit pickers, dozers that are used solely for farming purposes in Your Farming Business;
- Machinery and Vehicles which are not normally registered for on road use and used solely for farming purposes in Your Farming Business.

Self-Propelled Farm Machinery does not mean automobiles, cars, utilities and sport utility vehicles, trucks, vans, caravans, motorcycles or ATV's/UTV's.

"Modifications" means any pre-approved change that alters the Vehicle from the manufacturer's specifications, and may include changes to the motor, body or chassis of the Vehicle, wheelchair conversions and performance enhancements.

"Substitute Vehicle" means a vehicle similar to Your Vehicle which has been hired or borrowed because Your Vehicle is being repaired, serviced or is not driveable because of a mechanical breakdown.

"Sum Insured" means the Sum Insured, exclusive of GST, stated in Your Schedule, or in other documents forming part of Your Policy, against each of Your Vehicles.

"Thermal Runaway" means the rapid increase of battery cell temperature which releases energy that in turn generates heat in neighbouring battery cells creating a self-sustaining cascade effect that builds pressure and which can catch fire when accompanied by the release of flammable gas.

"Total Loss" means Your Vehicle is so badly damaged that it would not be either safe or economical for Us to repair. We will not treat Your Vehicle as uneconomical to repair if the salvage value to Us plus the cost of repairs to Us is less than the:

- replacement value, if a Total Loss gives You the right to a replacement vehicle under the Policy, or
- Sum Insured or Market Value, whichever is lesser – if Vehicle is insured for Comprehensive cover,

unless otherwise notified to You by Us in writing.

"Vehicle" means any Vehicle shown on Your Schedule including any Accessories and/or Modifications attached to Your Vehicle.

Vehicle does not include:

a) mobile phones which are capable of operation when removed from the motor vehicle unless they are in the motor vehicle's car kit at the time of loss or damage; or

b) radar detectors; or

c) any goods being carried by the motor vehicle.

Part A – Comprehensive

Your Schedule will show if Your Vehicle is insured for Comprehensive cover.

The cover

Cover for accidental loss or damage to Your Vehicle

We will cover You for accidental loss or damage to Your Vehicle, which occurs during the Period of Insurance, including:

- damage caused by but not limited to Malicious Acts, fire, hail, Flood, storm, or earthquake;
- any general average or salvage costs applicable if your vehicle is being transported by ship;
- battery Thermal Runaway for electric Vehicles, provided there has been no deviation from manufacturer specification in relation to battery usage and charging (We may reduce or refuse a claim to the extent that any such deviation contributed to or caused the loss); or
- Theft.

Cover for Unspecified farm Vehicles

When Your Schedule shows that Unspecified farm Vehicles cover is insured We will cover unregistered farm Vehicles which are not listed separately on the Schedule for the same events shown under Cover for accidental loss or damage to Your Vehicle up to $20,000 for any one vehicle. The maximum amount that You can claim in the aggregate under Unspecified farm Vehicles in any one Period of Insurance is the Sum Insured shown in Your Schedule.

Maximum amount payable

The maximum amount We will pay in total for all claims under Section Four for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is $30,000,000.

How We will settle Your claim under Part A of Section Four

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 17.

Unspecified motor Vehicles

Where Your Schedule shows that You have taken cover for Unspecified farm vehicles and We are liable for a claim, We will at Our discretion (acting reasonably):

a) reinstate or repair Your Vehicle; or

b) pay You the reasonable cost to repair Your Vehicle to its condition before it was damaged; or

c) pay You the Market Value;

however, We will not pay more than $20,000 for any one vehicle, and We will not pay more than the Sum Insured shown in Your Schedule for all claims in any one Period of Insurance.

Replacement of new Vehicle after a Total Loss

Where Your Schedule shows that Your Vehicle is a Private Owned - Vehicle up to 2 tonnes carrying capacity. or a Business Owned - Vehicle up to 2 tonnes carrying capacity, and Your Vehicle was purchased new or as a demonstrator model by You and becomes a Total Loss within three years of the starting date of the original registration and have travelled less than 60,000km on the date of accident that caused the Total Loss, We will replace Your Vehicle with a new vehicle of the same make, model and series.

We will also pay for the on-road costs (including 12 months registration and compulsory third party insurance) of the new vehicle if You pay Us any refund amount obtained from Your registration and compulsory third party insurance.

If a replacement vehicle is not currently available, We will pay You the Sum Insured or Market Value, whichever is lesser.

If We replace Your Vehicle, this Policy will continue to cover Your new replacement vehicle until the end of the Period of Insurance. We will not require You to pay any additional premium for this cover.

Other Vehicles

Where Unspecified motor Vehicles and Replacement of new Vehicle after a Total Loss does not apply, at Our discretion (acting reasonably) We will:

a) reinstate or repair Your Vehicle; or

b) pay You the reasonable cost to repair Your Vehicle to its condition before it was damaged; or

c) pay You the Market Value or the amount shown as the Sum Insured for Your Vehicle in the Schedule (as applicable).

Cover for damage to other people's property (legal liability)

We will cover Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident during the Period of Insurance which is partly or fully Your fault.

This cover will apply if Your legal liability for loss or damage to someone else's property arises out of the use of:

a) Your Vehicle; or

b) a caravan or trailer towed by Your Vehicle.

We will also cover the legal liability for loss or damage to someone else's property of:

a) any person who is driving, using or in charge of Your Vehicle with Your permission;

b) a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;

c) Your employer, principal or partner arising from Your use of Your Vehicle.

We will not cover legal liability:

a) when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or

b) which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is nil; or

c) where Your Vehicle is not registered for use on public roadways.

No cover for legal liability after a Total Loss

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle, all cover under the Policy in respect of that vehicle will cease.

Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle or a Substitute Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events which occurs during the Period of Insurance:

a) driving or being in charge of Your Vehicle or a Substitute Vehicle,

b) goods being carried by or falling from Your Vehicle or a Substitute Vehicle,

c) loading or unloading Your Vehicle or a Substitute Vehicle. We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

We will not pay:

a) if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:

   (i) statutory or compulsory insurance policy or any statutory or compulsory insurance even if the amount recoverable is nil; or

   (ii) compensation scheme or fund, even if the amount recoverable is nil

b) if the legal liability would have been covered or indemnified in any way if You had not failed to:

   (i) take out any required statutory or compulsory insurance policy on Your Vehicle;

   (ii) register Your Vehicle; or

   (iii) comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.

c) for legal liability to any:

   (i) person driving or in charge of Your Vehicle;

   (ii) of Your employees; or

   (iii) member of Your Family.

d) for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury). However, We will not make any payment that would contravene any legislation, including but not limited to the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth).

e) to the extent We are prejudiced if You or the person claiming under Section Four have not notified Us of a claim under Section Four as soon as reasonably possible after You or that person first becoming aware of an intention to make a claim against You or that person.

f) for legal liability caused by or arising from an intentional act by You or any other person.

g) any amount of exemplary, punitive or aggravated damages.

h) if Your Vehicle is outside of Australia at the time of loss or damage.

Other benefits We will pay under Part A of Section Four

Except for Other benefit 1. Substitute Vehicle and Other benefit 2. Legal Costs, any payment We may make under Section Four will be paid in addition to any amount payable for the damage to Your Vehicle or any amount payable under legal liability.

The "Other benefits We will pay under Part A of Section Four" are supplementary to the main cover described under Part A – comprehensive of Section Four and You should review if You need additional cover than what is provided under the relevant other benefits.

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

1. Substitute Vehicle

We will cover You for legal liability for loss or damage to someone else's property during the Period of Insurance while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

We will not cover:

a) Your legal liability when We have already accepted a claim for the Total Loss of Your Vehicle; or

b) Your legal liability when the Substitute Vehicle is unregistered; or

c) accidental loss or damage to the Substitute Vehicle.

2. Legal costs

We will also pay for all legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered by Part A of Section Four. Please contact Us to confirm approval for these costs.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

3. Hire car costs following Theft

(Applicable only if Your Vehicle is shown in your schedule as a Private Owned - Vehicle up to 2 tonnes carrying capacity or a Business Owned - Vehicle up to 2 tonnes carrying capacity)

If Your Vehicle is stolen during the Period of Insurance, We will arrange for You to be provided with a hire car:

a) until Your Vehicle is recovered undamaged and You have been told of its location;

b) until Your Vehicle is recovered damaged and the damage is repaired;

c) until We settle Your claim by paying You the Sum Insured or Market Value; or

d) for a maximum of 14 days,

whichever happens first. The maximum daily rental charge We will pay is $100. We will also pay for reasonable additional kilometres beyond the standard allowance, taking into account the location of Your Situation.

We will arrange a hire car for You. If You wish to arrange Your own hire car, please contact Us to confirm approval for the costs.

We will not pay for:

a) the cost of fuel used during the hire period; or

b) any accidental loss or damage to the hire car.

4. Towing

Following an accident or Theft of Your Vehicle covered by Part A of Section Four, after which Your Vehicle is unsafe, unroadworthy or not drivable, We will pay the cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

5. Emergency repairs

(Applicable only if Your Vehicle is shown in your schedule as a Private Owned - Vehicle up to 2 tonnes carrying capacity or a Business Owned - Vehicle up to 2 tonnes carrying capacity)

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle home after it is involved in an accident covered by Part A of Section Four.

The maximum We will pay in respect of any one accident is $1,000.

6. Personal effects and clothing

We will also pay for personal effects and clothing belonging to You, Your spouse or dependent children which are:

a) damaged in a collision involving Your Vehicle during the Period of Insurance;

b) stolen from Your locked vehicle during the Period of Insurance; or

c) stolen at the same time as Your Vehicle, and the damage or Theft of the vehicle is covered by Part A of Section Four.

We may choose (acting reasonably) to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum We will pay in respect of one accident or Theft is $1,000.

7. Transportation costs

If Your Vehicle cannot be safely driven home after being involved in an accident covered under Part A of this Section Four, We will reimburse You for the cost of:

a) travel necessary to return You, Your spouse Your de facto and/or dependent children to Your home; and/or

b) transportation to collect Your Vehicle when it has been repaired.

The maximum We will pay in respect of any one accident giving rise to a claim is $500.

8. Emergency accommodation costs

If Your Vehicle cannot be safely driven home after:

a) being involved in an accident covered under Part A of Section Four; or

b) being subject to malicious damage during the Period of Insurance; or

c) being stolen during the Period of Insurance and recovered in a damaged condition;

and You are more than 100 kilometres from Your home.

We will reimburse the cost of emergency accommodation for You, Your spouse, Your de facto or dependent children.

The maximum We will pay in respect of any one accident giving rise to a claim is $1,500.

9. Removal of debris

We will pay You, up to $10,000 for any one event, for costs incurred for the clean-up and removal of goods that have fallen from or leaked from Your Vehicle during the Period of Insurance.

10. Re-keying and re-coding

If the keys to Your Vehicle are stolen during the Period of Insurance, We will pay for the replacement of Your Vehicle's keys and the necessary recoding of Your Vehicle's locks.

The maximum amount We will pay is the amount by which the cost to re-key and/or re-code Your Vehicle exceeds the basic Excess payable for the claim, up to a maximum amount of $2,000 for any one claim.

This benefit will only apply if:

a) the Theft of Your keys has been reported to the police; and

b) the keys have not been stolen by a Family member, invitee or person who resides with You; and

c) You are not entitled to cover under any other policy entered into by a third party or a policy required by law.

Cover under this benefit does not entitle You to a claim for a rental vehicle or any other additional benefit.

11. Removal of basic Excess for windscreen claims

(Applicable only if Your Vehicle is shown in your schedule as a Private Owned - Vehicle up to 2 tonnes carrying capacity or a Business Owned - Vehicle up to 2 tonnes carrying capacity)

If the windscreen or window glass in Your Vehicle is accidentally broken or damaged during the Period of Insurance, We will not apply an Excess to Your claim.

This benefit only applies:

a) to one claim during any one Period of Insurance; and

b) if the broken windscreen or window glass is the only damage to Your Vehicle.

12. Automatic Additions and Deletions

We will cover any replacement or additional Vehicles acquired by You during the Period of Insurance provided that:

a) such Vehicles are of a similar type to Vehicles insured by You at the commencement of the Period of Insurance;

b) You notify Us within 30 days of taking possession of any Vehicle;

c) cover will not exceed a maximum Vehicle value of $300,000 any one Vehicle unless notified by Us in writing; and

d) You pay Us any additional premium We require.

13. Child seat or baby capsule

We will pay for loss or damage to a child's seat or baby capsule that is stolen from Your Vehicle or damaged in an accident or fire while in Your Vehicle during the Period of Insurance.

14. Miscellaneous Mobile Farm Machinery

We will pay for damage to Miscellaneous Mobile Farm Machinery items up to a maximum value of $10,000 for any one event during the Period of Insurance where You have incurred accidental loss or damage as defined under Part A.

We will not pay this benefit if the costs are covered under any other Section of Your Policy.

Specific option available under Part A of Section Four

Your Schedule will show if the following option applies.

1. Hire car costs following an accident

When Your Schedule shows that the hire car costs following an accident option applies and We accept a claim for accidental damage, We will:

a) provide You with a hire car; or

b) if a hire car is not available, pay You a daily travel allowance of $100.

The hire car benefit will be provided from:

a) the date repairs to Your Vehicle are authorised; or

b) the date Your Vehicle is made available for repairs to be commenced,

whichever is the later. We will extend this period to the extent We caused or contributed to the delay.

The maximum daily hire charge We will pay is $100. We will also pay for reasonable additional kilometres beyond the standard allowance, taking into account the location of Your Situation. We will provide the hire car benefit:

a) for a maximum period of 14 days; or

b) until the repairs have been completed; or

c) until We settle Your claim by paying You the Sum Insured or Market Value of Your Vehicle,

whichever happens first. We will extend this period to the extent We caused or contributed to the delay.

We will arrange a hire car for You. If You wish to arrange Your own hire car, please contact Us to confirm approval for these costs.

We will not pay for:

a) the cost of fuel used while driving the hire car; or

b) any accidental loss or damage to the hire car.

Special condition applicable to Part A of Section Four

Combine harvesters insured under Part A of Section Four

It is a condition of cover for combine harvesters insured under Section Four to comply with conditions set out below, whilst in use for harvesting. We may reduce or refuse Your claim to the extent We are prejudiced by Your noncompliance.

a) to comply with any potential bush fire regulations and/or a harvesting code of practice in force in the State or Territory in which the Situation is located, or in which an insured combine harvesters is operated; and

b) to carry two fire extinguishers.

Part B – Third party property damage

Your Schedule will show if Your Vehicle is insured for Third party property damage cover.

The cover

Cover for damage to other people's property (legal liability)

We will cover Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident during the Period of Insurance which is partly or fully Your fault.

Maximum amount payable

The maximum amount We will pay in total for all claims under Part B of Section Four for damage to other people's property and/or supplementary bodily injury cover arising from a single event or series of related events is $30,000,000.

How We will settle Your claim under Part B of Section Four

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 17.

Cover for damage to other people's property (legal liability)

We will cover Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident during the Period of Insurance which is partly or fully Your fault.

This cover will apply if Your legal liability for loss or damage to someone else's property arises out of the use of:

a) Your Vehicle; or

b) a caravan or trailer towed by Your Vehicle.

We will also cover the legal liability for loss or damage to someone else's property of:

a) any person who is driving, using or in charge of Your Vehicle with Your permission;

b) a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;

c) Your employer, principal or partner arising from Your use of Your Vehicle.

We will not cover legal liability:

a) when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or

b) which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability even if the amount recoverable is nil; or

c) where Your Vehicle is not registered for use on public roadways.

Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle or a Substitute Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events which occurs during the Period of Insurance:

a) driving or being in charge of Your Vehicle or a Substitute Vehicle,

b) goods being carried by or falling from Your Vehicle or a Substitute Vehicle,

c) loading or unloading Your Vehicle or a Substitute Vehicle. We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

We will not pay:

a) if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:

   (i) statutory or compulsory insurance policy or any statutory or compulsory insurance even if the amount recoverable is nil; or

   (ii) compensation scheme or fund, even if the amount recoverable is nil

b) if the legal liability would have been covered or indemnified in any way if You had not failed to:

   (i) take out any required statutory or compulsory insurance policy on Your Vehicle;

   (ii) register Your Vehicle; or

   (iii) comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.

c) for legal liability to any:

   (i) person driving or in charge of Your Vehicle;

   (ii) of Your employees; or

   (iii) member of Your Family.

d) for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury). However, We will not make any payment that would contravene any legislation, including but not limited to the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth).

e) to the extent We are prejudiced if You or the person claiming under Section Four have not notified Us of a claim under Section Four as soon as reasonably possible after You or that person first becoming aware of an intention to make a claim against You or that person.

f) for legal liability caused by or arising from an intentional act by You or any other person.

g) any amount of exemplary, punitive or aggravated damages.

h) if Your Vehicle is outside of Australia at the time of loss or damage.

Uninsured motorist extension

We will cover You for loss or damage to Your Vehicle arising from an accident during the Period of Insurance caused by the driver of an uninsured vehicle up to a maximum amount of $5,000 including the cost of protection, removal and towing. You may only claim under this extension if You:

a) did not contribute to the cause of the accident; and

b) can provide Us with:

(i) the name and address of the person responsible for the accident;

(ii) the registration number of the other vehicle; or

(iii) any other information that would reasonably allow Us to identify the person so that We can exercise Our rights of recovery.

Other benefits We will pay under Part B of Section Four

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

1. Substitute Vehicle

We will cover You for legal liability for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

We will not cover:

a) Your legal liability when We have already accepted a claim for the Total Loss of Your Vehicle;

b) Your legal liability when the Substitute Vehicle is unregistered; or

c) accidental loss or damage to the Substitute Vehicle.

2. Legal costs

Provided We agree, We will also pay for all legal costs and expenses in defending any court proceedings arising from liability covered by Part B of Section Four.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

When We will not pay Your claim under Section Four

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

We will not pay for:

1. Unlicensed driver

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being driven by any person (with Your consent) who was not licensed to drive Your Vehicle. We will not refuse Your claim if it is reasonable that You did not know the driver was not licensed.

2. Declined Driver

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being driven by a person nominated in Your Schedule as a Declined Driver.

3. Driver under the influence

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being driven by You, or any other person:

a) under the influence of any drug or intoxicating alcohol; or

b) who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or

c) who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or

d) who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

We will not refuse Your claim if You can satisfy Us You had no reason to suspect that the driver was affected by alcohol or any drug.

4. Overloaded vehicle

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being used to:

a) carry a number of passengers; or

b) carry or tow a load;

greater than that for which Your Vehicle was constructed.

We will not refuse Your claim if You can prove that the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers.

5. Unsafe vehicle

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being used in an unsafe or unroadworthy condition. We will not refuse Your claim if You can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of the vehicle.

6. Carrying passengers for hire, fare or reward

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being used to carry passengers for hire, fare or reward except under a private pooling arrangement. If Your full-time employer pays You a travelling allowance, We will not consider such an allowance as hire, fare or reward.

7. Motor sport

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being used for any motor sport, time trial or was being tested in preparation for any motor sport or time trial.

8. Motor trade

loss, damage or liability which occurs while Your Vehicle or a Substitute Vehicle is being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

9. Wear

loss, damage or liability caused by wear and tear, rust or corrosion of Your Vehicle. However, We will cover You for loss or damage as a result of rust or corrosion when it is a direct result of an insured event.

10. Loss of use

loss, damage or liability due to You not being able to use Your Vehicle.

11. Breakdown

loss, damage or liability caused by mechanical or electrical breakdowns, failures or breakages to Your Vehicle.

12. Tyres

damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.

We will not refuse Your claim if the damage to the tyres occurs while You are attempting to avoid an accident from occurring.

13. Safeguarding vehicle

accidental loss or damage to Your Vehicle after an accident, Theft or breakdown unless You have taken reasonable steps to protect or safeguard it.

14. Renting a vehicle

a) any costs associated with the loan of a vehicle; or

b) the cost of renting a vehicle;

except for those circumstances described in:

- "Other benefits We will pay under Part A of Section Four", "Hire car costs following Theft" on page 70,
- "Other benefits We will pay under Part A of Section Four", "Transportation costs" on page 71; or
- "Specific options available under Part A of Section Four", "Hire car costs following an accident" on page 72.

15. Use of Your Vehicle

loss or damage which occurs while Your Vehicle is being used for any purpose which differs from the description of use stated in Your Schedule.

16. Dangerous Goods

loss or damage which occurs while Your Vehicle is being used for commercial bulk transportation of any goods or substance that is classified as "Dangerous Goods" under the Australian Code for the Transport of Dangerous Goods by Road and Rail.

17. Autonomous Vehicle mode

loss or damage which occurs while Your Vehicle is operating or driving in any autopilot or fully Autonomous Vehicle mode without driver intervention.

18. Electric Vehicle charger and Accessories not owned by You

loss or damage which occurs to wall chargers, charging cables and charging accessories including wall mounts for electric Vehicles that are not owned by You.

Specific conditions of cover applicable to Section Four

There are other conditions of cover in this Policy, which may apply to Section Four. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 14 to 18.

1. Changes to Your insurance details – what You must tell Us

Tell Us as soon as reasonably possible if during the Period of Insurance:

a) anyone under 25 years of age becomes a regular driver of Your Vehicle; or

b) the place where Your Vehicle is regularly garaged/kept changes; or

c) Your Vehicle is modified in a manner that affects its value or performance in any way;

When We receive this information, We may:

a) propose changes to the terms and conditions of Your Policy; or

b) propose to charge You additional premium; or

c) decide not to offer to renew Your Policy.

We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium; or We are no longer prepared to insure You because there has been a material change to the risk.

Before We agree to renew Your Policy, You must tell Us if, during the current Period of Insurance, You or any person who is a regular driver of Your Vehicle has:

a) been convicted of or had any fines or penalties imposed for any driving related alcohol or drug offences or are currently awaiting a court hearing or have charges pending for such offences; or

b) had a driver's licence cancelled or suspended or been restricted or disqualified from holding a driver's licence for any period; or

c) been responsible for causing any motor vehicle accident; or

d) had any motor vehicle damaged or stolen.

Making a claim under Section Four

What You must do

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 15 to 16.

What happens after You make a claim

1. Excess

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim. The Excess types applicable to each Vehicle are shown on Your Schedule under the heading "Excess applicable to claims".

These are:

a) Basic Excess

The basic Excess is the amount You must pay as a contribution to Your claim unless We state otherwise below. The amount of the basic Excess will be shown on the Schedule beside the heading "Basic Excess".

b) All drivers up to the age of 25 Excess

If You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver under the age of 25, You must pay the all drivers up to the age of 25 Excess shown in Your Schedule in addition to the basic Excess.

c) Undeclared young driver Excess

If You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver under the age of 25, when Your Schedule doesn't show that there are any drivers under the age of 25, the undeclared young driver Excess shown on Your Schedule must be paid in addition to the basic Excess and All drivers up to the age of 25 Excess.

You will not have to pay an undeclared young driver Excess if the driver:

(i) stole or was illegally using Your Vehicle;

(ii) had been paid by You to repair, service or test Your Vehicle; or

(iii) was an attendant at a car park;

(iv) was a learner driver accompanied by the holder of a full unrestricted Australian driver's licence.

d) Inexperienced driver Excess

You will need to pay an inexperienced driver Excess shown in Your Schedule in addition to any other Excess payable if You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver over the age of 25 who has not held an Australian driver's licence for more than two years.

e) Tipping Excess

Where loss or damage occurs to the motor vehicle while its tipping hoist/device mechanism is in operation any Excess payable for the Vehicle is doubled.

When You do not have to pay an Excess

You will not have to pay any Excess if:

a) the driver of Your Vehicle at the time of the accident did not contribute to the cause of the accident; or

b) Your Vehicle was damaged while parked, providing there was another at fault vehicle involved, and You supply Us with:

- the name, address and licence number of the responsible party;
- the registration number of the other vehicle(s) involved in the accident; or
- any other information that would reasonably allow Us to identify the person so that We can exercise Our rights of recovery.

You will only have to pay the basic Excess if You are claiming for any of the following:

a) windscreen or window glass damage only;

b) Theft;

c) hail, Storm or Flood damage;

d) malicious damage; or

e) damage to Your Vehicle while parked.

2. When You are at fault

You are at fault if You:

- are responsible for the accident; or
- contributed to the cause of an accident.

3. Choice of repairer

Allianz can assist You in selecting a suitable repairer to repair the damage to Your Vehicle; however You also have the right to choose Your own repairer. We may require a second quotation from a repairer chosen by Us. We will then choose (subject to any relevant policy limits and acting reasonably) to:

- authorise the repairs at Your repairer of choice;
- pay You the reasonable cost of repairing Your Vehicle; or
- move Your Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move Your Vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under Your Policy.

4. Authorising repairs

Where You have Comprehensive cover, You may only authorise emergency repairs as described on page 70 under "Emergency repairs". Please contact Us to confirm approval for any further repairs.

Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. A motor vehicle assessor will make the necessary arrangements with You to inspect Your Vehicle at reasonable times and frequencies.

5. Parts, extras and Accessories

If We are unable to repair the part, We use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR).

If such parts are not available or appropriate, parts from alternative distribution channels may be used.

We will not pay any amount greater that the manufacturer's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part, extra or Accessory.

In the event that any part, extra or Accessory cannot be obtained immediately, We may choose (acting reasonably) to pay You the value of the part, extra or Accessory (together with a reasonable charge for fitting) rather than supply the part, extra or Accessory.

6. Sublet repairs

If Your vehicle requires Us to engage the services of a specific specialist repairer and or supplier, We may sublet that component to such repairer or supplier.

7. Guarantee and warranty

We guarantee materials and workmanship on repairs We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

8. Salvage of vehicle when it is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or the Sum Insured for Your Vehicle:

a) the wreckage of Your Vehicle will become Our property; and

b) We will keep the proceeds of any salvage sale.

At Our discretion (and if safe to do so) You may reclaim the wreckage if You agree to pay the salvage price.

9. Payment of unpaid premium when Your vehicle is a Total Loss

If Your Vehicle is a Total Loss and We agree to pay the Market Value or the Sum Insured for Your Vehicle:

a) the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You; and

b) if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

10. No return of premium after a Total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or the Sum Insured for Your Vehicle, no return of premium will be made.

Section Five – Engineering

Cover options

The following cover options are available under this Policy Section Five:

Part A – Machinery Breakdown; and

Part B – Electronic Equipment Breakdown.

In order to be sure that You are covered under this Policy, You should always contact Us for approval before You incur expenses You wish to claim. If You do not, We will pay for expenses incurred up to the amount We would have authorised had You sought approval from Us first.

Definitions applicable to Section Five

Some of the words in Section Five have special meanings. The following words and their meanings wherever they appear in Section Five are defined as below and will apply to the Cover under this Section.

"Blanket Machinery" means all of the following pumps and equipment at Your Situation used in connection with your Farming Business to any extent:

- Aboveground electric motors up to 75kW;
- Aboveground pumps up to 75kW;
- Electric, diesel and petrol shearing stands;
- Electric and hydraulic wool presses;
- Fixed diesel engines up to 37.5kW;
- Milk Vats;
- Lighting and generating plant; and
- Submersible pumps up to 55kW.

Any other items that aren't excluded under the definition of Property Insured in Section Five must be insured under Specified Machinery.

"Breakdown" means a sudden and unforeseen mechanical, electrical or electronic malfunction or failure of the Property Insured which is or becomes apparent at the time it occurs and requires immediate repair or replacement to enable normal operation to continue.

"Computers or Electronic Equipment in the Open Air" means computers or electronic equipment which are located:

- in the open air; or
- under an open sided structure or carport; or
- on a patio or verandah

"Limit Any One Loss" means the limit payable by Us for the cost of repairs to or replacement of the Property Insured arising from any single cause.

"Milk Vat" means a bulk milk tank used for the purposes of cooling and storing milk and includes all of the associated motors, compressors as well as milking machinery, milking pumps and motors for wash down and milk transport.

"Property Insured" means Milk Vats, electrical machinery, mechanical machinery, boilers, pressure vessels including electronic and other integral parts of the insured machinery. We will not cover:

a) refrigeration or display cabinet housing;

b) vehicles;

c) lawn maintenance equipment;

d) portable hand held tools;

e) motors and pumps covered under Section One – Home Property;

f) Wind Turbines.

"Specified Machinery" means machinery shown in Your Schedule as Specified Items.

Part A – Machinery Breakdown

Your Schedule will show if you have taken Machinery Breakdown cover.

The cover

We will cover loss or damage to Your Property Insured other than computers and electronic equipment caused by Breakdown which occurs during the Period of Insurance.

What We insure

We offer two types of cover in Section Five – Part A. You can choose how to insure items under either the Blanket Machinery cover or the Specified Machinery cover. Your Schedule will show if You have Blanket Machinery cover, Specified Machinery cover or both.

How We will settle Your Machinery Breakdown claim

If We are liable to make a payment for Property Insured under Section Five – Part A, We will at Our discretion (acting reasonably) pay:

a) the reasonable costs of restoring the Property Insured to its former working order;

b) the estimated cost that would have been incurred for necessary repairs to return the damaged Property Insured to its former state of serviceability;

c) where the Property Insured is less than 5 years of age, replace or pay for the replacement of the Property Insured; or

d) where the Property Insured is greater than 5 years of age, pay the actual value of the Property Insured immediately before the Breakdown, taking into account reasonable wear, tear and depreciation.

We will also pay:

a) the costs of dismantling and re-erecting necessary to complete the repairs;

b) ordinary express or air freight costs to and from a repair shop within the Commonwealth of Australia; and

c) charges for overtime and work on public holidays limited to a maximum 25% of the Sum Insured for the item.

If You complete the repairs in Your own workshop, We will pay the reasonable cost of materials and wages as well as a reasonable allowance to cover Your overheads.

Where components or manufacturers' specifications are no longer available because Your Property Insured is obsolete, We will pay the actual value of the item immediately before the loss occurred, taking into account reasonable wear, tear and depreciation.

We will not pay more than the Sum Insured shown in Your Schedule for:

a) each item of Specified Machinery;

b) the Limit Any One Loss Sum Insured shown in Your Schedule for any item for Blanket Machinery for any one event.

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST notice" on page 17.

Excess

You must pay the Excess shown in Your Schedule for each and every claim under this Section

Other benefits We will pay under Section Five – Part A

1. Hire of temporary equipment

We will pay for the hire of temporary replacement equipment pending repair of damage to Your Property Insured for which a Breakdown claim has been accepted under Section Five.

The maximum amount We will pay is the lesser of 10% of the Sum Insured shown on Your Schedule or $10,000.

2. Temporary repairs

We will pay the reasonable costs incurred in making temporary repairs to the Property Insured for which a Breakdown claim has been accepted under Section Five – Part A.

The maximum amount We will pay is the lesser of 10% of the Sum Insured shown on Your Schedule or $10,000.

3. Deterioration of milk in refrigerated vats

Where Your Schedule shows that You have cover for Milk Vats, We will pay up to $10,000 if any milk contained in refrigerated vats is lost or damaged due to Breakdown covered under Section Five – Part A.

Specific option available under Section Five – Part A

Your Schedule will show if the following option applies.

1. Deterioration of stock

We will cover You for deterioration of perishable stock which is Your own property or property for which You are legally liable, resulting from a change in temperature during the Period of Insurance due to:

a) a Breakdown in refrigeration machinery for which a Breakdown claim has been accepted under Section Five – Part A;

b) operation or failure to operate controls or protective devices within the refrigeration machinery but this does not include loss caused by the manual operation or manual setting of controls or protective devices;

c) contamination of the stored perishable stock by the accidental escape of refrigerant into the cold chamber;

d) 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;

e) sudden and unforeseen failure of the public power supply;

f) accidental failure of supply services which directly affects the refrigeration or freezer unit;

g) a supply authority intentionally interfering with a public service but only to the extent that this is necessary to safeguard life or any part of the public supply and the supply authority's interference is not caused directly or indirectly by fire, Flood, Storm or any natural cause.

We will not pay for:

a) damage caused by:

   (i) shrinkage, inherent defects where You or a reasonable person in the circumstances could be expected to have been aware of such defects at the time this Policy was entered into or diseases, natural deterioration or natural putrefaction,

   (ii) improper storage or stowage, collapse of packing material, deviations from designers' specifications or instructions;

b) penalties for delay or detention;

c) deterioration of stock contained in equipment which is not insured against Breakdown under Section Five.

We will not pay more than the Sum Insured shown in Your Schedule for deterioration of stock under Section Five – Part A.

An Excess of $250 or 10% of the loss, whichever is the greater, applies to each claim.

When We will not pay a claim under Section Five – Part A

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 14. We will not pay for:

1. loss or damage to the Property Insured directly or indirectly caused by or arising out of or in consequence of:

   a) fire, extinguishing a fire, demolition following a fire, smoke, soot, subterranean fire, lightning;

   b) earthquake, subterranean fire, volcanic eruption, Tsunami, land slip, subsidence unless the land slip or subsidence was caused by and occurs within 72 hours of an insured event;

   c) Storm, Water, Flood and inundation;

   d) chemical explosion;

   e) Water discharged or leaking from any pipe or Water system;

   f) impact of vehicles, aircraft, aerial devices, space debris, watercraft or hovercraft;

   g) Strike, lockout, Riot and Civil Commotion;

   h) Theft or attempted Theft, malicious acts; or

   i) failure to fulfil all relevant provisions for installation and certification of the Property Insured or lack of maintenance, to the extent that such failure, the condition or maintenance of the Property Insured caused or contributed to the loss or damage;

2. loss of or damage to:

   a) belts, ropes, wires, chains, rubber tyres;

   b) dies or exchangeable tools, engraved cylinders;

   c) objects made of glass or porcelain, ceramics;

   d) refractory linings, felt sieves or fabrics;

   e) jointings or packings (including lubrication, oil, fuel, catalysts or refrigerants) unless they are specifically mentioned as insured; or

   f) computers and/or ancillary equipment including, but not limited to, electronic data processors, printers, modems, servers, disc drives, visual display units, telecommunication equipment or software. This exclusion 2 (f) does not apply to computers and ancillary equipment which are an integrated part of a Milk Vat;

3. any:

   a) wasting or wearing away or wearing out of any part of Property Insured caused by or naturally resulting from ordinary use or working;

   b) gradual deterioration including erosion, rust, corrosion, boiler scale or oxidation (due to normal atmospheric conditions or otherwise). However, We will cover You for loss or damage when it is a direct result of an insured event;

   c) damage due to pitting or scratching of painted or polished surfaces;

   d) deterioration of expendable or consumable parts not specifically covered under Section Five – Part A;

   e) adjustment, cleaning or recharging of refrigeration or air conditioning equipment;

   f) testing (involving imposition of abnormal conditions) intentional overloading or experiments of any kind; or

   g) self-propelled machinery, any vehicle or craft designed for use in or on Water or in the air including any accessories attached to them;

4. loss or damage caused by rust or corrosion, unless caused as a direct result of an insured event;

5. the cost of converting refrigeration and/or air conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas;

6. the costs associated with the removal and subsequent installation of submersible pumps or well casings. This exclusion 5 does not apply to submersible or bore pumps insured as Specified Machinery and provided further that the bore is fully lined. The maximum We will pay to remove and reinstall submersible or bore pumps insured as Specified Machinery is $2,000;

7. the cost of any:
   a) alterations, additions, improvements or overhauls; or
   b) temporary repairs unless those temporary repairs form part of the final repairs and do not increase the final repair costs;
8. loss or damage to Property Insured for which successful initial commissioning has not been completed;
9. repairs or replacement of hired or loan plant unless the hired or loan plant is specified on Your Schedule.

Part B – Electronic Equipment Breakdown

Your Schedule will show if you have taken Electronic Equipment Breakdown cover.

The cover

We will cover Your computers or electronic equipment for loss or damage caused by Breakdown which occurs during the Period of Insurance.

How We will settle Your Electronic Equipment Breakdown claim

When Your computer or electronic equipment is lost or damaged, We will settle Your claim in the following way:

1. Where an equivalent make and model or all parts necessary for repairs are obtainable from the manufacturer or their agents at listed prices and the equipment is:
   a) damaged beyond repair, We will replace the equipment with a new or equivalent make and model;
   b) damaged, but the damage is repairable, We will restore the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new, provided that the repair work is carried out within a reasonable period. We will extend this period to the extent that We caused or contributed to the delay.
2. Where an equivalent make and model or all part(s) necessary for a repair is not obtainable from the manufacturer or their agents at listed prices and the equipment is:
   a) damaged beyond repair, We will replace the equipment with the nearest equivalent replacement based on the make, model and configuration of Your existing systems and programs;
   b) damaged, but the damage would have been repairable had all parts necessary for repairs been obtainable from the manufacturers or their agents at listed prices, We will pay an amount equal to the cost of repair had all the parts been obtainable from the manufacturer or their agents.

The maximum amount We will pay for any one claim under Section Five – Part B including:

a) the cost of dismantling, reassembly and removal of debris;

b) charges for overtime and work on public holidays;

c) freight within Australia including air freight by a scheduled service by any recognised airline:
   (i) is the Sum Insured shown in Your Schedule for the damaged equipment; or
   (ii) for computers or electronic equipment:
   - which is less than five years old, the cost of replacing the items destroyed with items of similar type and capacity to the insured items when new; or
   - for items five years old or over the actual value of the item immediately before the damage;

   whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions – applicable to all Sections of this Policy", "GST notice" on page 17. Excess You must pay the Excess shown in Your Schedule for each and every claim under this Section.

Excess

You must pay the Excess shown in Your Schedule for each and every claim under this Section.

Specific option available under Section Five – Part B

Your Schedule will show if the following option applies.

1. Restoration of data

We will pay for the costs necessarily incurred in restoring data lost as a result of damage covered under Section Five, to a condition equal to that which existed prior to the damage, including the cost of overtime. We will not pay:

a) for the cost of restoring data unless the reasonable and industry standard precautions for its safeguarding and retention, including data backed up daily, are maintained and observed at all times;

b) for any loss or damage to data caused by access to Your computer systems, electronic equipment or records by persons not authorised by You. However, we will cover loss or damage to electronic data as result of a computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained, and which destroys or alters the host program or other computer code or data, causing undesired program or computer system operation.

The maximum amount We will pay is the Sum Insured shown in Your Schedule for this option.

When We will not pay a claim under Section Five – Part B

There are other exclusions in this Policy, which may apply. These are described under the heading "General exclusions applicable to all Sections of this Policy" on pages 11 to 14.

We will not pay for:

1. Damage to computers or electronic equipment outside the Commonwealth of Australia.
2. Damage caused by:
   a) action of the sea, tidal wave or Flood;
   b) Theft of insured computers or electronic equipment;
   c) faulty packing or storage or inherent defect where You or a reasonable person in the circumstances could be expected to have been aware of such defect at the time this Policy was entered into;
   d) wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws, normal upkeep or making good.
3. Damage caused to:
   a) glass or items of a brittle nature;
   b) mobile phones;
   c) Computers or Electronic Equipment in the Open Air caused by Storm, Rainwater or hail;
   d) computers or electronic equipment should it be lost or damaged during use or recovery while in use underground, underwater or within inaccessible locations.
4. Breakdown caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment.
5. The cost of:
   a) replacement of damaged, worn or spent batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements or electrical contacts;
   b) replacement of component parts worn through normal use or operation, unless damaged because of loss or damage insured under Section Five – Part B;
   c) preventative maintenance work;
   d) alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
   e) temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs.
6. Breakdown occurring to computers or electronic equipment during any period when it is out of Your possession on hire, rental, lease or loan unless specifically listed as covered in Your Schedule.
7. Breakdown which is covered under a service or warranty agreement except where the amount paid under such an agreement is less than the total cost of repair. In this event We will, subject to any exclusion and Excess which may apply, indemnify You for the difference.
8. Breakdown due to access by persons not authorised by You to Your computer systems and records.
9. Loss or damage that is covered by another Section of this Policy.

Specific conditions applicable to Section Five

There are other conditions of cover in this Policy, which may apply to Section Five. These are described under the heading "General conditions applicable to all Sections of this Policy" on pages 14 to 18.

1. Inspection

At Our discretion and with notice (acting reasonably) We may require Our representatives to inspect and examine the Property Insured, computers or electronic equipment at a reasonable time and frequency.

2. Preventative Maintenance

All Property Insured, computers and electronic equipment shown in Your Schedule which is insured under Section Five must be maintained and serviced in accordance with the manufacturer's specifications. We may reduce or refuse Your claim to the extent that Your failure contributed to or caused the loss or damage.

Making a claim under Section Five

Full details of what You must do when making a claim and what happens after You make a claim are described under the heading "Claims procedure" on pages 15 to 16.

1. You should take reasonable steps and commence reasonable repairs to mitigate Your loss. You must take reasonable steps to keep any damaged or replaced parts for Our inspection.

   We may reduce or refuse Your claim to the extent that Your failure to do these things contributed to or caused the loss or damage.

2. We may reduce or refuse Your claim under Section Five to the extent We are prejudiced if You have not provided Us with all accounts, estimates, invoices, receipts and other documentation which We may reasonably require, which records that repairs have been effected or replacement has taken place, as the case may be.

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Allianz

For all enquiries please call Your Steadfast broker

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