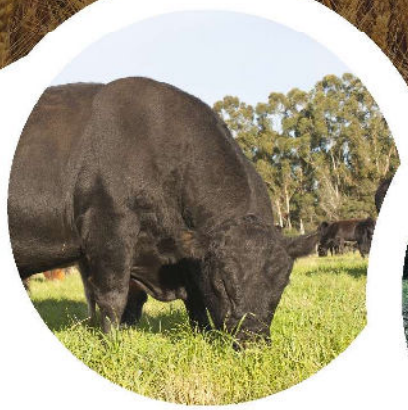
Allstate
farm insurance

FARM INSURANCE

PRODUCT DISCLOSURE STATEMENT



Effective date 1st November 2025

This Product Disclosure Statement including **Policy** Wording (PDS) was prepared on 15th of September 2025 and tells **You** about this Farm Insurance cover to help **You** decide if this cover is right for **You**. Version: Allstate Farm PDS 3.1

Any advice provided is general only and does not take into account **Your** individual circumstances. **You** should carefully read this document as well as other documentation provided to **You** such as **Your Insurance certificate**. Keep them in a safe place for future reference.

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IMPORTANT INFORMATION

Important documents – Product Disclosure Statement including the policy wording (PDS)

This is **Your Policy** and it consists of:

- the proposal form which **You** will have completed and it forms the basis upon which **We** have agreed to insure **You**;
- this PDS which sets out details of what is and what is not covered by this **Policy**;
- **Your Insurance certificate** which provides details of:
  - who is insured;
  - the cover(s) selected;
  - the **Period of insurance**;
  - the respective sums insured and/or limits of liability; and
  - **Excess** and other important information; and
- any other documents that **We** tell **You** form part of the **Policy**.

Please take the time to read **Your Policy** to ensure that all details are correct.

Please ensure that **Your Policy** is kept in a safe place.

If **You** have any questions regarding **Your Policy** please contact **Your** insurance broker/agent.

Updating the PDS

This PDS was prepared on 15th of September 2025.

The information in this **Policy** is subject to change. Materially adverse changes will be communicated to **You** via a new PDS or a supplementary PDS (SPDS). When a change is not materially adverse **We** will not notify **You**, as permitted by law, however **You** will be able to obtain the information about any change by contacting Allstate or **Us**. **You** can get a copy of the relevant PDS at any time free of charge by contacting Allstate.

Target Market Determination

A target market determination is in place for this product which describes its target market. It can be accessed at https://allstateunderwriting.com.au/

The Insurer

The **Insurer** for this **Policy** and issuer of this PDS is Mitsui Sumitomo Insurance Company Limited (ABN: 49 000 525 637, AFSL: 240816) ('**MSI**'). MSI is an insurer regulated and supervised by the Australian Prudential Regulation Authority under the *Insurance Act 1973* (Cth).

MSI, a member of the MS&AD Insurance Group, is Asia's leading general insurance brand with a presence in 46 countries globally.

MSI's contact details are:

Phone: 02 9222 7600
Address: Level 26, 135 King Street, Sydney NSW 2000

About Allstate

Allstate Underwriting Agencies Pty Ltd (ABN: 51 121 066 180, Authorised Representative Number 306153) ('**Allstate**') is an authorised representative of Allstate Insurance Pty Ltd (ABN: 82 073 267 053, AFSL: 239010).

Allstate has been given a binding authority by the **Insurer** which allows Allstate to issue this **Policy**, to administer it and to handle and settle claims made under it on the **Insurer**'s behalf, within the terms of the binding authority. In doing so Allstate acts for the **Insurer** not **You**. **You** should contact Allstate in the first instance in relation to this insurance. If any advice is provided by Allstate, it will be general advice only and will not take into account **Your** individual circumstances or financial needs.

Allstate's contact details are:

Phone: 1300 591 947
Address: Level 24, 197 St Georges Terrace Perth WA 6000

Summary of available covers

The following is a summary of the covers available under this **Policy** and does not form part of the terms of the insurance. All covers are subject to the applicable sum insured, limit of liability, sub-limits, terms, conditions, exclusions and limitation set out in the PDS. **You** should read this document carefully in its entirety to fully understand the extent of the cover provided.

1. Farm Property – This section covers **You** for loss or damage which occurs during the **Period of insurance** and is directly caused by one of the specified insured events to **Your Farm buildings**, **Farm contents**, **Farm improvements**, **Farm machinery** or **Your Farm consumables**. It also includes a number of additional benefits.
2. **Livestock** – This section covers **You** for loss or damage to **Your Livestock** which occurs during the **Period of insurance** and is directly caused by fire, lightning or explosion. It also includes a number of additional benefits and optional benefits.
3. Farm Interruption - This section covers **You** for loss of farm income arising from loss or damage to property that is insured under the Farm Property or Theft sections of this **Policy**. It also covers loss of **Agistment income** arising from fire damage to **Your** pastures or fencing and the extra costs that **You** incur in maintaining **Your Farm business** activities at the **Location**.

4. Theft – This section covers **You** for theft of **Farm buildings**, **Farm improvements**, **Farm contents** and **Farm consumables** that occurs at the **Location** during the **Period of insurance**. Cover is also available for theft or attempted theft of **Farm machinery**.
5. Farm Liability –– This section covers **You** for amounts **You** become legally liable to pay as compensation for personal injury or property damage which happens during the **Period of insurance** within the geographical limits as a result of an occurrence in connection with **Your Farm business**. It also includes a number of additional benefits.
6. Home Buildings and Contents – This section covers **You** for sudden and unexpected accidental loss or damage that occurs to **Your** home and/or contents during the **Period of insurance** and at the **Location** up to the amount shown on **Your Insurance certificate**. It also includes a number of additional benefits and optional benefits.
7. Home Liability – This section covers **You** for amounts **You** become liable to pay as a result of an accident caused by **Your** negligence, which occurs during the **Period of insurance**, and causes death, bodily injury or loss or damage to others' property.
8. Machinery Breakdown – This section covers **You** for breakdown of any items of machinery noted on **Your Insurance certificate** during the **Period of insurance**. It also includes a number of additional benefits and optional benefits.
9. Land Transit – This section covers **You** for accidental loss or damage to **Your** goods, including theft, while they are being loaded, unloaded or in transit by a road anywhere in **Australia** on a conveying vehicle.
10. Motor Vehicle – Different levels of cover are available under this section. These may offer additional benefits or optional benefits:
    a. Comprehensive – covers **Your** vehicle if it is accidentally damaged or stolen;
    b. Third Party, Fire and Theft Insurance - covers damage to **Your** vehicle if it is burnt or stolen. It also covers **Your** legal liability for damage to another person's property;
    c. Third Party Property Damage Insurance - covers **Your** legal liability for damage to another person's property; or
    d. Fire And Theft Insurance - covers loss or damage to **Your** vehicle if it is burnt or stolen. This cover does not provide any protection for legal liability.

Flood Cover Exclusion - Farm Property and Home Buildings and Contents

We draw **Your** attention to the fact that there is a full **Flood** exclusion applicable to **Your** Farm Property and Home Buildings and Contents insurance cover under this **Policy**. **You** are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of **Flood**.

Not Standard Cover or a Prescribed Contract – Motor Vehicle

Some of the insurance cover provided under the Motor Vehicle insurance section of this **Policy** may constitute 'motor vehicle insurance' to which the standard minimum cover provisions set out in Division 1 of Part V of the *Insurance Contracts Act* 1984 (Cth) applies. This **Policy** is not intended to, and does not, provide cover that meets the prescribed minimum cover for motor vehicle insurance. In summary, this **Policy** does not provide the following prescribed minimum cover for motor vehicle insurance in the following ways:

- is not intended that this cover be ordinarily issued to natural person insureds;
- does not cover liabilities incurred by passengers in the motor vehicle;
- does not cover liabilities incurred by **Your** employers, principals or partners;
- does not cover liabilities incurred by employers, principals or partners of a person driving, using or in charge of the motor vehicle, or of a person in the motor vehicle as a passenger;
- the amount of cover may be less than the prescribed minimum amounts; and
- it may contain exclusions that may be broader in scope than the prescribed exclusions.

GENERAL INFORMATION

Our agreement

We agree to provide **You** with the cover set out in each of the **Policy** sections which **You** have selected and that are listed on **Your Insurance certificate**. This cover is in force for the **Period of insurance** set out on **Your Insurance certificate**. **We** will cover **You** for loss, damage and/or liability occurring during the **Period of insurance**, subject to the terms and conditions of the **Policy**.

We will not pay any more than the sum insured or limit of liability for each section shown on **Your Insurance certificate** unless otherwise stated.

Who is insured under this policy

The persons or organisations that are covered by this **Policy** are shown on the **Insurance certificate**. In this **Policy**, those persons or organisations are referred to as '**You**' or '**Your**'.

If the **Policy** has been issued in the name of an individual person or persons it will also cover the **Policy** holder's spouse and any person living at the insured **Location** who lives with, and is a family member of, the **Policy** holder or the **Policy** holder's spouse.

We will extend the **Policy** to cover other persons or organisations requiring cover under this **Policy** if **You**

have advised **Us** of them, and **We** have named them on the **Insurance certificate**. All persons or organisations covered by the **Policy** have to comply with the terms of the **Policy**. **We** may refuse to pay a claim or reduce the amount **We** pay if **You** or any person covered by the **Policy** does not comply with the terms of this **Policy**.

Financial Claims Scheme

Under certain parts of this **Policy**, **You** may be entitled to payment under the Financial Claims Scheme (**'FCS'**) in the event of the insolvency of the **Insurer**. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from www.fcs.gov.au.

Wholesale insurance

Your Policy provides a number of covers which may or may not be provided to **You** as a retail client under the *Corporations Act 2001* (Cth) depending on **Your** circumstances. Only the parts of this document which are relevant to cover provided to **You** as a retail client and any other documents which **We** tell **You** are included at or prior to entry into **Your** insurance contract or where required or permitted by law, make up the PDS for the purposes of the *Corporations Act 2001* (Cth).

GENERAL CONDITIONS THAT APPLY TO EVERY SECTION OF THE POLICY

You must comply with any conditions of this **Policy** such as the conditions detailed below and the conditions applicable to the making of a claim. If **You** do not, **We** may reduce or refuse to pay a claim and cancel **Your Policy**.

Your obligations

You must keep **Your** buildings and contents, vehicles and other insured property in good condition and repair and always protect them as far as reasonably practicable. Good condition means that any insured asset/s has no damage, defects or maintenance needs which makes damage to **Your** property more likely. Some of the issues may include, but are not limited to: blocked gutters, rusted roof or gutters, roof not being water tight, presence of wood rot, termites, or any existing damage to timber, presence of holes in floors, walls, ceiling, or any other part of the property, stumps out of alignment or rotting, boarded up or broken windows, previous damage including damage caused by **Flood** which has not been repaired, property is infested with vermin, presence of exposed electrical wiring, leaking pipes, taps or plumbing fixtures. Any loss or damage caused by poor maintenance is not covered under this **Policy**.

You must also make reasonable efforts to protect **Your** buildings and contents and any other insured property from any loss or damage. If **You** make a claim and knew about something that could cause loss or damage to **Your** property and **You** did not make reasonable efforts to avoid it before the loss or damage occurred, then **Your** claim may not be paid.

If **You** do suffer loss or damage to **Your** property, **You** must also make reasonable efforts to prevent any further loss or damage.

You must obtain and maintain certificates of inspection for all equipment where this is required by any statute or regulation.

You must also use or store all hazardous, flammable, gaseous or toxic materials as required by any relevant law, statute or regulation.

Your duty to take reasonable care not to misrepresent

In relation to the Home Buildings and Contents cover and the Motor Vehicle cover under this **Policy**, **You** have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the **Policy**.

This means that it is essential that **You** respond to **Our** specific questions honestly and to the best of **Your** knowledge. This also applies where **We** ask **You** to confirm or update information that **You** have previously given to **Us** when entering into, varying, extending or renewing the **Policy**.

To assist **You** with providing **Us** with honest and accurate responses to any questions **We** ask of **You**, **We** have endeavoured to ensure that any questions **We** ask are clear and easy to understand.

If **You** are unclear of any particular question or would like **Us** to explain it to **You**, please get in touch with **Us** and **We** will explain this to **You**.

In determining whether **You** have fulfilled this duty to take reasonable care not to make a misrepresentation to **Us**, **We** will consider all of the relevant circumstances of a particular case. If **You** do not respond honestly and accurately to specific questions that **We** ask, **We** may (acting reasonably) cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both. It is therefore vital that **You** be honest and specific in **Your** responses. If **Your** failure to tell **Us** is fraudulent, **We** will refuse to pay a claim and treat the **Policy** as if it never existed (this does not mean that **We** will refund any premiums that **You** have already paid).

Duty of disclosure

In relation to all other covers under this **Policy**, **You** have a duty of disclosure. Before **You** take out this **Policy** with **Us**, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, that may affect **Our** decision to insure **You** and on what terms. **You** have this duty until **We** agree to insure **You**. **You** have the same duty before **You** renew, extend, vary, or reinstate **Your** contract of insurance.

What You do not need to tell Us

You do not need to tell **Us** anything that:

- reduces the risk **We** insure **You** for;
- is common knowledge;
- **We** know or should know as an **Insurer**; or
- **We** waive **Your** duty to tell **Us** about.

If You do not tell Us something

If **You** do not tell **Us** anything **You** are required to tell **Us**, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

Other insurances

At the time **You** make a claim, **You** must give **Us** written notice of any other insurance covering the property or legal liability which may also apply to **Your** claim. When a loss paid under this **Policy** is also recoverable under another policy and **We** have paid more than **Our** rateable share, **We** reserve the right to seek contribution from the other insurer or insurers.

Subrogation rights

If **You** or a person covered by this **Policy** have agreed not to seek compensation from another person who is liable to compensate **You** for any loss, damage or liability which is covered by this **Policy We** may not cover **You** under this **Policy** for that loss, damage or liability to the extent that **We** suffer prejudice as a result.

We have the right to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name any claim for damages, indemnity, contribution or otherwise. The exception to this is where the person who is liable is **Your** family member or employee and the loss, damage or liability was not caused by their serious or wilful misconduct. **We** have full discretion in the conduct of any proceedings and in the settlement of any claim, taking in to account **Your** reasonable interests. **You** must give **Us** all such information and assistance as **We** may reasonably require in defending **You** or prosecuting in **Your** name.

Renewal

At least 14 days before **Your** insurance expires, **We** will send **You** a notice advising whether **We** are prepared to offer renewal of **Your** insurance and if so, the terms on which renewal will be offered. **You** are not obliged to renew **Your** insurance with **Us**.

Where **We** offer renewal, **We** may, in addition to or instead of asking specific questions, give **You** a copy of anything **You** have previously told **Us** and ask **You** to tell **Us** if it has changed. If **We** do this, **You** must tell **Us** about any change or tell **Us** that there is no change.

If **You** do not tell **Us** about a change to something **You** have previously told **Us**, **You** will be taken to have told **Us** that there is no change.

Your premium

Your premium is the amount that **You** need to pay to **Us** for **Your Policy**. On receiving **Your** application for insurance, **We** will advise the premium. **Your** premium is based on **Our** assessment of risk, including the covers **You** choose, the property and values **You** select, policy limits and **Excess** and **Your** insurance history. **Your** premium includes allowances for government charges, taxes or levies on **Your Policy**. **Your Policy** will not operate unless **You** have paid **Your** premium by the due date.

The premium is payable when **You** take out a new **Policy** and when **You** renew **Your Policy**. If **You** make changes to **Your Policy You** may need to pay an additional premium or **You** may be entitled to a refund. If **Your** premium payment is dishonoured by **Your** financial institution this **Policy** will not operate and **You** will not be covered in the event of a claim.

Evidence of value

Please retain receipts of purchase or proof of the value of all property insured under this **Policy** so that **You** can prove the amount of any loss if **You** have to claim under this **Policy**. If **You** cannot supply these, this may reduce the amount **We** can pay **You** for a claim **You** make under the **Policy**.

Changes that may affect Your policy

If there is any change or alteration to the information **You** have advised **Us** of in **Your** application for the **Policy**, **You** must notify **Us** in writing as soon as reasonably practicable. Any change or alteration **You** propose to make only becomes effective when **We** agree to the changes and **You** agree to pay any additional premium where required.

You must advise **Us** of any changes to the information **You** have previously told **Us** before **You** renew **Your Policy**. For example, **We** require information about:

1. change of farming activity;
2. any criminal convictions **You**, or persons who normally work with **You**, have recorded;
3. any deterioration in the condition of property;
4. alteration to any building which affects its safety or structural integrity; and
5. any changes in the occupancy such as if the property becomes unoccupied, or effectively ceases to be a working farm.

This is a part of complying with **Your** duty to take reasonable care not to misrepresent the **Insurer** or **Your** duty of disclosure (as the case may be). If **You** do not comply with the applicable duty, **We** may refuse to pay part or all of a claim.

Your cooling off rights

You can return **Your Policy** to **Us** within 14 days of the date of issue of **Your Policy**, as shown on **Your Insurance certificate**.

If **We** receive **Your** written request to cancel this **Policy** within the 14 days period, **We** will cancel the **Policy** effective from the policy commencement date, and give **You** a full refund (less any taxes, duties or commissions payable that **We** are unable to refund).

You cannot use this right where, before the 14-day period ends, **You** have exercised any of **Your** rights or powers under the **Policy** (e.g., **You** have made a claim). After the cooling off period ends **You** still have cancellation rights under the **Policy**. These rights are documented below.

Cancellation by You

You may cancel the **Policy** at any time by notifying **Us** in writing. **We** will refund the unused proportion of **Your** premium (less any commissions, taxes and charges that **We** are unable to recover) unless **You** have exercised any of **Your** rights or powers under the **Policy** (e.g. **You** have made a claim). If **You** have made a claim under the **Policy**, the premium will be deemed fully earned and non-refundable.

Cancellation by Us

We may cancel the **Policy** in certain circumstances as permitted by the *Insurance Contracts Act 1984* (Cth), (as amended), by giving **You** notice in writing. Some examples are:

1. if **You** do not pay the premium;
2. if **You** do not comply with **Your** duty to take reasonable care not to misrepresent (where applicable);
3. **You** do not comply with **Your** duty of disclosure or if **You** make a misrepresentation to **Us** before the issue of the **Policy**;
4. if **You** do not comply with a provision of the **Policy**;
5. if **You** make a fraudulent claim under the **Policy** or some other **Policy** (whether with **Us** or another **Insurer**); or
6. if **You** do not comply with **Your** duty of utmost good faith.

Notice of cancellation can be delivered personally or posted to **Your** address as shown on the current **Insurance certificate**. It will be effective at the earliest of:

- 4pm on the 3rd business day after the date on which **We** give **You** notice or at the time shown on the notice of cancellation (whichever is the latest); or
- when **You** have taken out cover with another **Insurer**.

We will refund the unused proportion of **Your** premium less any commissions, taxes and charges that **We** are unable to recover.

Discharge of liabilities

At any time, **We** can pay to **You** or on **Your** behalf, for all claims made against **You** for any one occurrence:

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

   If **We** do so:

   - the conduct of any outstanding claim(s) will become **Your** responsibility; and
   - **We** will not be liable to pay any further amounts other than costs, charges, or expenses that **We** agreed to pay before **We** made the payment referred to above.

Fraudulent claims

If **You** make a claim under this **Policy** which **You** know is fraudulent in part or in its entirety, **We** may deny that claim and cancel the **Policy**.

Goods and Services Tax ('GST')

If **You** are entitled to an input tax credit on any part of the premium **You** paid for this **Policy**, the sums insured and any sub limits or limits of liability stated in the **Policy** are exclusive of GST to the extent of **Your** input tax credit entitlement.

If **You** are not entitled to an input tax credit on **Your Policy** premium, all sums insured, sub limits or limits of liability stated in the **Policy** are GST inclusive.

In situations where **We** make a cash payment to **You** for the purchase of goods or services for which **You** are entitled to claim an input tax credit, **We** will only pay **You** an amount that is equal to **Your** net cost i.e., **Your** cost after claiming input tax credits.

The **Policy** does not cover any amount of GST, or any fine, penalty or charge that **You** are liable for because of a failure to disclose or a misstatement made by **You**, in relation to **Your** entitlement to an input tax credit for the premium. **You** must tell **Us** if **You** become aware that the extent of **Your** entitlement to an input tax credit for **Your** premium disclosed to **Us** is incorrect.

Jurisdiction

All disputes arising out of or under this **Policy** will be subject to determination by any court of competent jurisdiction within **Australia** where **You** or **Your** insured property is located.

The language of this **Policy** and all communications relating to it will be in English.

Third Party rights

Subject to any rights a third-party beneficiary may have pursuant to the *Insurance Contracts Act 1984* (Cth), no third party will be able to enforce any rights under this **Policy**.

Limits and Excess

We will not pay more than the sum insured in respect of any claim other than those benefits that are identified as payable in addition to the sum insured. **You** must pay the amount of any **Excess** for each claim **You** make. If more than one **Excess** can be applied to one occurrence, then **You** will only need to pay the highest **Excess**.

Pairs, sets or collections

If any article is part of any pair, set or collection and is lost or damaged, **We** will not pay for more than the actual value of the lost or damaged article.

Single Policy only for multiple insureds

Our limit of liability stated in this **Policy**, shall remain **Our** maximum limit of liability regardless of the number or type of insureds or number of claims under this **Policy**.

Single occurrence

We will not pay for loss or damage to property covered by the **Policy** under more than one section of the **Policy** in respect of the same item and occurrence unless the sum insured has been paid out in full under one section and **You** have not been fully covered for the loss or damage.

Confirming transactions

We may agree to send **Your Policy** documents and **Policy** related communications electronically. This will be by email and/or other types of electronic communication methods. **Policy** documents and **Policy** communications will be provided to **You** in this way until **You** tell **Us** otherwise or **We** tell **You** it is no longer suitable. If **We** agree to communicate with **You** electronically, **You** will need to provide **Us** with **Your** current email address and **Your** Australian mobile phone number. Each electronic communication will be deemed to be received by **You** at the time it leaves **Our** information system. **You** may contact **Us** in writing or by phone to confirm any transactions under **Your** insurance if **Your** adviser does not already have the required **Policy** confirmation details.

Terrorism and Cyclone Insurance Act 2003 (Cth) (Notice)

We have treated this **Policy** (or part of it) as a policy to which the *Terrorism and Cyclone Insurance Act 2003* (Cth) (**TCIA**) applies. TACIA and the supporting regulations made under the TCIA deem cover into certain policies and provide that the terrorism exclusion to which this **Policy** is subject shall not apply to any "eligible terrorism loss" as defined in TACIA. Any coverage established by ATACIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in TACIA. The terrorism exclusion to which this **Policy** is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident". All other terms, conditions, insured coverage and exclusions of this **Policy** including applicable limits and **Excess** remain unchanged. If **We** have reinsured this **Policy** with the Australian Reinsurance Pool Corporation, then **We** will not be liable for any amounts for which **We** are not responsible under the terms of TCIA due to the application of a "reduction percentage" as defined in TCIA which results in a cap on **Our** liability for payment for "eligible terrorism losses".

Privacy Statement

The Privacy Statement for Allstate Underwriting Pty Ltd and MSI

Allstate and MSI are committed to protecting **Your** privacy in accordance with the *Privacy Act 1988* (Cth) (the '**Privacy Act**') and the Australian Privacy Principles (APPs). In this section dealing with privacy, "**We**", "**Our**" and "**Us**" refers to MSI and Allstate.

Further information about **Our** Privacy Policies are available:

- for MSI at: https://www.msi-oceania.com/privacy/, or contact **Us** by email to msiaus@ms-ins.com.au and
- for Allstate at www.allstateunderwriting.com.au under quick links or by contacting Allstate Underwriting Agencies Pty Ltd on 1300 591 947,

(together, the '**Privacy Policies**').

This Privacy Statement outlines why, how **We** collect, disclose and handle **Your** personal information (including sensitive information) as defined in the Privacy Act about:

- **You**, if an individual; and
- other individuals **You** provide information about.

Why We collect Your personal information

We collect **Your** personal information (including sensitive information) so **We** can:

- underwrite and administer **Your** insurance cover;
- advise **You** about and determine what other service or products **We** can:
  - i) provide to **You**, or;
  - ii) that may interest **You**.
- identify **You** and conduct necessary checks;
- issue, manage and administer services and products provided to **You** or others, including processing

requests for quotes, applications for insurance, underwriting and pricing policies, issuing **You** with a **Policy**, managing claims, claims investigation, handling and settlement;

- maintain and improve **Our** services and products; and
- make special offers or offer other services and products provided by **Us** or those **We** have an association with, that might be of interest to **You**.

You also have a legal obligation under the *Insurance Contracts Act 1984* (Cth) to disclose certain information. Failure to disclose information required may result in **Us** declining cover, a cancellation of **Your** insurance cover or reducing the level of cover, or declining claims.

If **You** choose not to provide **Us** with the information **We** have requested, **We** may not be able to provide **You** with **Our** services or products or properly manage and administer services and products provided to **You** or others.

How We collect Your personal information

Collection can take place by telephone, email, or in writing and through websites (from **Data You** input directly or through cookies and other web analytic tools).

We collect it directly from **You** or **Your** agent.

There may, however, be occasions where **We** collect **Your** personal information from someone else.

This may include:

- **Our** authorised representatives;
- other insurers;
- **Our** legal or other advisors;
- anyone **You** have authorised to deal with **Us** on **Your** behalf;
- **Our** distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties who assist **Us** in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that **You** are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under **Your Policy**;
- witnesses and medical practitioners;
- family members; and
- in the case of MSI, any personal information provided by Allstate.

If **You** provide **Us** with personal information about another person **You** must only do so with their consent and agree to make them aware of:

- this privacy notice;
- that **You** will, or may, provide their information to **Us**; and
- third parties **We** may provide it to;
- the relevant purposes **We** and any of such third parties will use it for; and
- how such persons can access their personal information.

We rely on **You** to have obtained such other persons consent on these matters. If **You** have not done so, or will not do so, **You** must tell **Us** before **You** provide their relevant personal information.

To whom We disclose Your personal information to

While underwriting and administering **Your Policy**, managing **Your** claims as well as providing services to **You**, **We** may disclose **Your** information to entities to which **We** are related, insurers, reinsurers, contractors, **Our** representatives or third-party providers providing services related to **Us** or who are administrating **Your Policy** including:

- other insurers and reinsurers;
- banks and financial institutions for **Policy** payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- **Your** agents;
- **Our** legal, accounting and other professional advisers;
- **Data** warehouses and consultants;
- investigators, Loss assessors and adjusters;
- other parties **We** may be able to claim or recover against;
- anyone either of **Us** appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

We also may need to disclose information to persons located overseas. These countries are listed in **Our** Privacy Policies and may change from time to time and may be notified in **Our** Privacy Policies. **You** can contact Allstate or refer to **Our** Privacy Policies.

More information, access, correction or complaints

Our Privacy Policies contain information about how **You** may access and seek correction of personal information

We hold about **You**. In summary, **You** may request access to **Your** personal information by submitting a written request to **Us**.

In some circumstances permitted under the Privacy Act, **We** may not permit access to **Your** personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

For more information about **Our** privacy practices including how **We** collect, use or disclose information, how to access or seek correction to **Your** information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to **Our** Privacy Policies referred to above.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ('**the Code**'), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry. The Code sets standards for MSI and its distributors including acceptable sales practices, claims handling and investigations and complaints. It also details how **We** will deal with financial hardship and vulnerable customers.

MSI has adopted the Code on terms agreed with the Insurance Council of Australia. Please phone **Us** if **You** want more information about the Code. Alternatively, for further information on the Code including a copy of the Code please visit www.codeofpractice.com.au.

The Code Governance Committee ('**CGC**') is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the CGC go to www.insurancecode.org.au.

Complaints and dispute resolution

If **You** have any concerns or wish to make a complaint in relation to **Your Policy**, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure. Please contact Allstate in the first instance at:

Phone:	1300 591 947
Email:	contact@allstateunderwriting.com.au
Mail:	Level 24, 197 St Georges Terrace Perth WA 6000

AllState will acknowledge receipt of **Your** complaint within one business day of receipt and give **You** the name and relevant contact details of the person assigned to liaise with **You** about **Your** complaint. **Your** complaint will be handled by the person who has the appropriate authority, knowledge or experience to deal with it (this will not be the person whose decision or conduct is the subject of **Your** complaint). This person will review **Your** complaint.

If AllState cannot resolve **Your** complaint to **Your** satisfaction, then they will escalate **Your** complaint to **Us**.

For all complaints a final decision will be provided to **You** within thirty (30) calendar days of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer **Your** complaint to the Australian Financial Complaints Authority ('**AFCA'**), if **Your** complaint is not resolved to **Your** satisfaction within thirty (30) calendar days of the date on which **You** first made the complaint or at any time (subject to the rules of AFCA which determines the eligibility). AFCA can be contacted as follows:

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

Your complaint must be referred to AFCA within 2 years of **Our** final decision, unless AFCA considers special circumstances apply.

GENERAL CLAIMS CONDITIONS

If an event occurs that is likely to result in a claim, the following conditions will apply. They apply to all sections of the **Policy**. If **You** do not follow these conditions, **We** may reduce any claim by an amount that fairly represents the extent to which **Our** interests have been disadvantaged.

What You must do after a loss, damage or an accident

First **You** should:

1. take all reasonable steps to prevent further loss, damage or liability;
2. notify the Police as soon as reasonably practicable if any of **Your** property is lost, stolen, maliciously or intentionally damaged;
3. advise **Us** of the claim and submit a claim form as soon as reasonably practicable. If **You** or someone acting on **Your** behalf does not complete and submit a claim form within thirty (30) days of an accident, **We** may reduce the amount **We** have to pay if the delay causes increased costs or prevents **Us** investigating the claim;
4. provide **Us** with the proof that **We** may reasonably require regarding stolen or damaged property;
5. help **Us** manage the claim, which may include **Us**:
   - inspecting **Your** property or **Location**;

- asking **You** questions in a face-to-face interview or asking **You** to provide written statements to **Us** under oath;

6. keep items that have been damaged and allow **Us** to inspect them or assess repair costs;
7. allow **Us** to take possession of damaged property that is the subject of a claim; and
8. forward any invoices, bills, demands, letters, summons or notices **You** receive from other persons or organisations involved in the incident to **Us** as soon as reasonably practicable. If **You** do not, **We** may reduce the amount **We** will pay if the delay causes increased costs or prevents **Us** investigating the circumstances of the claim.

What You must not do after a loss, damage or an accident

You must not:

1. admit guilt, fault or liability (except where required by law);
2. offer or negotiate to pay a claim;
3. approve any repairs or arrange replacements (other than emergency repairs reasonably necessary to minimise or prevent further loss or damage); or
4. dispose of any damaged property.

GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

You are not covered for any loss, damage or liability caused by or resulting from, or the costs incurred from or of any of the following matters:

Alteration to risk

Unless **Our** written consent is obtained, which will not be unreasonably delayed or withheld, **We** will not cover loss, damage or liability caused or contributed to by any alteration, after the commencement of this **Policy**:

1. in the farming activity carried on, or whereby the nature of the occupation or other circumstances affecting the buildings insured or containing the property insured is changed in such a way as to increase the risk of damage or the likelihood of liability losses;
2. whereby **Your** interest ceases by will or operation of law; or
3. whereby the business is wound up or carried on by an insolvency practitioner or permanently discontinued.

Bushfire or named cyclone

You are not covered for any loss, damage, liability, costs or expenses caused by or arising from bushfire, grassfire or named cyclone which occurs within the first 48 hours of the start of this **Policy** unless **You**:

1. transferred a farm property, home building and/or contents insurance **Policy**, with equivalent cover, to **Us** from another insurance company without an interruption in cover;
2. have entered into a contract of sale during that period to purchase the insured property; or
3. have entered into a contract during that period to lease the property.

Farm Contracting activities

We will not cover **Farm contracting activities** that involve the use of explosives, weed spraying or the application of or distribution of hormones, unless **We** have specifically agreed to provide cover and this is shown on **Your Insurance certificate**.

Cyber and Data

We will not cover:

a. **Cyber loss**;

b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement having a bearing on **Cyber loss** or **Data**, replaces that wording.

For the purposes of this exclusion:

i. **Cyber loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber act** or **Cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber act** or **Cyber incident**.

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

iii. **Cyber incident** means:

A. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer system**; or

B. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer system**.

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

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

Electronic data

We will not cover loss, damage, liability, costs or expenses to **Electronic data**, or the cost of rewriting records as a result of loss of **Electronic data** unless directly caused by an event insured under this **Policy** (except accidental damage).

Willful or intentional acts

You are not covered for any loss, damage, liability, or costs incurred, caused by or arising from willful, deliberate or intentional acts caused directly or indirectly by any actual or alleged:

- dishonest, fraudulent, criminal or malicious act;
- willful breach of any statute, by law or regulation; or
- intentional conduct causing loss damage or liability with reckless disregard for the consequences;

by

- **You**; or
- a member of **Your** family; or
- any person acting with **Your** express or implied consent or that of a member of **Your** family.

Unoccupancy

This **Policy** does not cover loss, damage or liability to any **Location** listed in the **Insurance certificate** that has been left unoccupied, during any period in excess of 100 consecutive days, unless **You** have told **Us** about this and **We** have agreed to provide cover.

This exclusion shall not apply to loss or damage caused by lightning, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft, space debris, **Aircraft**, rocket, satellite earthquake that occurs during the period of unoccupancy.

In respect of the Farm Property and Theft sections, unoccupied means that a farm **Location** has not been used for farm purposes for at least 2 consecutive days.

In respect of the Home Buildings and Contents section, the building involved is considered to be unoccupied if it is not used as a residence for sleeping on a full-time basis for in excess of 100 days. In addition, the home must contain at least one usable bed/mattress, contain a functioning refrigerator and cooking facilities and be connected to water and electricity supplies

War, terrorism, nuclear radioactivity

Subject to the application of the *Terrorism and Cyclone Insurance Act 2003* (Cth), this **Policy** does not cover loss, damage, liability, costs or expenses incurred, caused by or arising from:

1. war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
2. any **Acts of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
3. ionising radiation, contamination by radioactivity from any nuclear weapons material, nuclear fuel or waste, or the combustion of nuclear fuel or waste where the combustion is a self-sustaining nuclear process.

This **Policy** also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to, by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Confiscation

This **Policy** does not cover loss (whether temporary or permanent) of the insured property or any part thereof, by reason of:

1. confiscation, requisition, deprivation, seizure, expropriation, nationalisation, detainment, appropriation for title or use; or
2. the legal or illegal occupation of such property or of any premises, vehicle or thing containing the same,

by or under the order of any Government (whether civil, military or de facto), customs or any other public or local authority.

Sanctions, law & regulations

We shall not provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such

claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country, including the European Union, United Kingdom, **Australia**, Japan, New Zealand or United States of America.

Infectious or Contagious Disease.

Your Policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

a. infectious or contagious disease;

b. any fear or threat of a) above; or

c. any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Flood

This **Policy** does not cover loss or damage caused by or resulting from, or the costs incurred from or of **Flood** unless specifically included elsewhere in this **Policy**. This exclusion does not apply to the Motor Vehicle section, however a separate **Excess** and sub-limit may apply for any **Flood** claims made under the Motor Vehicle section - this is shown on **Your Insurance certificate**.

Action of the sea

You are not covered for any loss, damage, liability, or costs incurred, caused by or arising from or in connection with:

- the action of the sea;
- tidal wave:
- storm surge; or
- **Tsunami**.

Wear and tear

This **Policy** does not cover loss or damage caused by, arising from or in any way connected with:

- depreciation;
- fading;
- gradual deterioration;
- scratching or marring;
- rusting, oxidation or corrosion;
- developing flaws or fatigue;
- lack of, inadequate or incorrect, lubricant, coolant oil, or other dry or liquid substance;
- electrical failure; or
- normal upkeep or ordinary wear or tear.

Direct application of heat

This **Policy** does not cover loss or damage to any property as a result of it undergoing any process involving the deliberate application of heat.

Mildew, mould and fungi

This **Policy** does not cover loss or damage to property arising from mildew, mould or fungi.

Radioactive, chemical, biological, bio-chemical and electromagnetic weapons

This **Policy** does not cover loss, damage, cost, liability or expense caused by or contributed to by or arising from:

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or

(e) any chemical, biological, bio-chemical, or electromagnetic weapon.

WORDS WITH SPECIAL MEANING

Where the words listed below are capitalised and bolded in this document or **Your Insurance Certificate**, they have the following meaning. If a word is defined in a section of the **Policy** the definition contained in that section applies for that section only.

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

Aircraft means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

Application means the farm insurance proposal form submitted to **Us** detailing information about the risk.

Australia means the Commonwealth of Australia, its dependencies and territories.

Electronic data means software programs and information stored on any **Electronic data** storage medium.

Excess means the amount (which can either be monetary or time amount) shown on **Your Insurance certificate** and/or each coverage section that is payable by **You** on each and every claim arising out of one event or occurrence under that **Policy** section.

Farm building/s mean all fixed structures used in connection with **Your Farm business** which are at the **Location** and are listed on **Your Insurance certificate** including:

- stockyards, races, and pens (but not mobile or portable stockyards or pens);
- services attaching to and forming part of the buildings, including underground services;
- solar panels attached to a building; and
- fixed plant and machinery securely attached to the building and not intended to be removed.

Farm buildings do not include:

- fencing, power poles (or the overhead wiring between the power poles);
- cattle grids, roads or driveways of any description;
- **Farm improvements** (as defined below) unless **We** have agreed to insure them and they are shown on **Your Insurance certificate**; or
- any building insured under the Home Building and Contents cover of this **Policy**.

Farm business means all activities connected with the usual running of the business of the farm and incidental farm contracting, where **Farm contracting activities** do not exceed 35% of the combined annual turnover for **Your farming business** in the financial year prior to the start of the **Period of insurance**.

Where **You** attend markets and field days, agricultural shows and the like anywhere in **Australia** for the sole purpose of representing **Your** business or selling **Your** own produce **We** will consider this to be part of **Your Farm business**.

Farm business DOES NOT include activities not connected with the usual running of the farm unless **We** have agreed to cover these activities and this is shown on **Your Insurance certificate**.

Please refer to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE **POLICY** for **Farm contracting activities** that **We** do not cover.

Farm consumables mean farm stores used in connection with **Your Farm business** and includes fertilisers, chemicals, sprays, fuel, machinery parts, oil, petrol, diesel and harvested crops grown at **Your Location** that have been stored and are available for commercial sale. **Farm consumables** do not include **Hay or Grain** other than seed that has been retained for **Your** own use.

Farm contents mean farm plant (including pumps and pump motors), farming tools and equipment (not fixed or self-propelled), bee hives, ride on mowers, , **Farm consumables** and stores (including semen and embryos stored in a storage container), that **You** own or for which **You** are responsible and which are used in connection with **Your Farm business**.

Farm content/s do not include:

- **Farm buildings**;
- **Farm improvements**;
- **Hay or Grain** (however **We** will cover seed stored for **Your** own use);
- wool which is unbaled;
- growing, standing or unharvested crops;
- **Livestock**, animals, birds or fish;
- **Farm machinery**;
- vehicles;
- **Aircraft**, **Watercraft**, caravans, trailers or any of their parts or accessories;
- money, bullion, negotiable securities or documents of any kind;
- works of art, curios, antiques, pictures;

- household items, personal effects or valuables, domestic furniture, fixtures or fittings insurable under the Home Buildings and Contents section of this **Policy** irrespective of whether **You** have or have not taken out that cover; or
- any contents insured under the Home Building and Content section of this **Policy**.

Farm contracting activities means harvesting, hay baling, spraying, haulage or any other activities performed by **You** which is noted on **Your Policy** in accordance with any contract or agreement.

Farm improvement/s mean tanks, silos, standalone solar panels, windmills, portable stockyards or races, troughs, feeders, irrigation infrastructure (but excluding pumps and pump motors and any infrastructure which is underground), trees or hedges that are not grown as a commercial crop and that are used as windbreaks or for sanitary or soil erosion control purposes.

Farm machinery means any mobile, self-propelled machinery or machinery capable of being towed, that **You** use in connection with **Your Farm business** or any parts or accessories attached thereto.

Farm machinery does not include fixed plant or machinery.

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

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not it has been altered or modified);
5. a reservoir;
6. a canal;
7. a dam.

Hay or Grain means all crop types (but not while growing) that are harvested, baled, rolled, stacked or stored at the **Location** shown on **Your Insurance certificate**.

Insurance certificate means the current **Insurance certificate** which has been numbered and issued by or on behalf of **Us**.

Insurer *means* Mitsui Sumitomo Insurance Company Limited ABN: 49 000 525 637.

Livestock means all animals including bees (excluding dogs or pets) that are used in connection with **Your Farm business** and that are owned by **You**.

Cover for **Livestock** is limited to the **Livestock** that is owned by **You** and that **You** have elected to insure and which is listed on **Your Insurance certificate**.

Location/s means the place(s) listed on **Your Insurance certificate**.

Market value means the retail value of items of a similar type, age and condition, with adjustment for special features, if any. Used price guides and any other information may be used by **Us** to assist in reasonably determining **Market value**.

Period of insurance means the duration of this **Policy** for the period shown on **Your** current **Insurance certificate**, or any renewal period for which the appropriate premiums are paid in each case. Unless otherwise stated the **Period of insurance** commences and ends at 4pm on the days stated as the **Period of insurance** on **Your Insurance certificate**.

Policy means this document together with the **Insurance certificate** and any applicable endorsements.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Tsunami means a sea wave caused by a disturbance of the ocean floor or by seismic disturbance.

Watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through or under water, or any vessel, craft or device intended to travel on or through the ground or water on a cushion of air provided by a downward blast of air.

We, Us or Our means the **Insurer**.

Working dog means a dog less than 6 years old that is used in connection with **Your Farm business**. It does not include dogs that are kept as domestic pets.

You or Your means any person, partnership or company whose name is set out on **Your Insurance certificate** as the insured. It also includes any named person's spouse whether legal or de-facto and a person living at the insured **Location** who lives with and is a family member of either that named person or their spouse.

FARM PROPERTY

Words with special meaning in this section

Accidental means an unintended and unforeseen happening or event.

Fencing means internal fences, boundary fences or shared fences, power poles and the overhead wiring between the power poles, gates and accessories. **We** will only pay for the ***Fencing*** that **You** own or for which **You** are legally responsible for.

Fencing does not include domestic fences, gates or yards.

Rainwater means rain, snow, sleet or hail falling naturally from the sky onto buildings or the ground.

Storm means a disturbance in the air above the ground with strong winds and/or rain, snow, sleet or hail.

Unspecified farm buildings means all **Farm buildings** not otherwise specified in the **Insurance certificate** that are used in **Your Farm business** and located at the situation shown in the **Insurance certificate**.

Unspecified farm improvements means **Farm improvements** not otherwise specified in the **Insurance certificate** that are used in **Your Farm business** and located at the situation shown in the **Insurance certificate**.

Unspecified farm machinery means items of **Farm machinery** that are not otherwise specified in the **Insurance certificate**.

Water includes snow, sleet or hail.

Wool means **Your** shorn **Wool** listed on **Your Insurance certificate** anywhere in **Australia** except whilst in transit.

Limits to the amounts We will pay

Farm machinery

Cover for **Farm machinery** is limited to the machinery that **You** have elected to insure and which is listed on **Your Insurance certificate**.

Farm improvements

Cover for **Farm improvements** is limited to the improvements that **You** have elected to insure and which are listed on **Your Insurance certificate**.

Unspecified Farm buildings

If **Your Insurance certificate** indicates that **You** insured **Unspecified farm buildings** the most **We** will pay for any one unspecified farm building is the lesser of $20,000 or the sum insured shown on **Your Insurance certificate** or its indemnity value. The most **We** will pay for all claims involving **Unspecified farm buildings** is the sum insured shown on **Your Insurance certificate**.

Unspecified farm improvements

If **Your Insurance certificate** indicates that **You** insured **Unspecified farm improvements** the most **We** will pay for any one unspecified farm improvement is the lesser of $20,000 or the sum insured shown on **Your Insurance certificate** or its indemnity value. The most **We** will pay for all claims involving **Unspecified farm improvements** is the sum insured shown on **Your Insurance certificate**.

Unspecified farm machinery

If **Your Insurance certificate** indicates that **You** insured **Unspecified farm machinery** the most **We** will pay for any one **Unspecified farm machinery** item is the lesser of $20,000 or the sum insured shown on **Your Insurance certificate** or its indemnity value. The most **We** will pay for all claims involving **Unspecified farm machinery** is the sum insured shown on **Your Insurance certificate**.

Hay or Grain

Cover for **Hay or Grain** is limited to the **Hay or Grain** that **You** have elected to insure and which is listed on **Your Insurance certificate**.

What We cover

Insured events

We will cover **You** in accordance with the 'How **We** will pay **Your** claim' clause of this section for loss or damage which occurs during the **Period of insurance** and is directly caused by one of the following insured events to **Your Farm buildings**, **Farm contents**, **Farm improvements**, **Farm machinery** or **Your Farm consumables**:

Fire, lightning or explosion

However, **We** will not pay for loss or damage under this insured event:

- to boilers or other pressure vessels and their contents caused by explosion;
- to property which is insured by any other insurance **Policy** covering boiler explosion held by someone other than **You**, except for any amount beyond that payable for damage to that property under the other **Policy**; or
- lightning damage to electrical motors where **We** can reasonably determine that lightning was the sole cause of the damage.

Earthquake or volcanic eruption

Earthquake, subterranean fire, volcanic eruption, or fire occasioned by or in consequence of earthquake, subterranean fire or volcanic eruption.

We will not pay for the first $10,000 or 1% of the item sum insured (whichever is the lesser) of each claim caused by earthquake, **Tsunami**, subterranean fire or volcanic eruption. **You** only have to pay one **Excess** if further

damage occurs within 72 hours of such an event. **We** will not cover **You** for damage caused by **Flood**.

Impact

Impact:

- by a vehicle, **Aircraft** or **Watercraft**;
- by space debris or debris from an **Aircraft**, rocket or satellite and other aerial devices;
- by animals, excluding animals kept at the **Location**;
- as a direct result of falling trees or part of a tree, but excluding damage caused by **You** or a person acting with **Your** express or implied consent while cutting down trees or removing tree branches; or
- by a mast, aerial, antenna or satellite dish that has broken or collapsed, but excluding loss or damage to the mast, aerial, antenna or satellite dish itself.

We do not cover impact damage to **Your** own vehicles, **Your** own **Farm machinery** or vehicles or **Farm machinery** in **Your** care custody or control.

We do not cover impact damage to **Livestock**.

Riots and strikes

The acts of persons taking part in riots, civil commotion, strikes or lockouts or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, but excluding:

- damage caused directly or indirectly by total or partial cessation of work; or
- the retarding or interruption or cessation of any process or operation.

Malicious damage and vandalism

The acts of vandals or persons of malicious intent, including persons carrying out a theft or attempted theft. **We** will not cover loss or damage caused by:

1. tenants; or
2. **You** or anyone acting with **Your** consent (whether express or implied).

We will not cover theft of any of **Your** property under this insured event.

Storm, Rainwater or Water damage

However, **We** will not pay for loss or damage under this insured event:

- to textile blinds and awnings, shade cloth, shade houses, tunnel house or shelters, glasshouses (and the like), or to any textile, plastic, canvas or tarpaulin material unless **We** have specifically agreed to provide cover and this is noted on **Your Insurance certificate**;
- to **Farm buildings** whilst they are being built unless they have all walls, windows, doors and roofs completely fixed;
- growing crops, trees or any other plants;
- caused by **Water** seeping or percolating through walls, floors or roofs;
- caused by **Water** entering **Your Farm buildings** through an opening made for any building alterations, renovation or repair work;
- caused by sea, tidal wave, high **Water**, **Flood**, erosion, subsidence, landslide, mudslide or settling;
- caused by steam or condensation;
- to property in the open air unless that property is designed to function without the protection of walls or roofs;
- to gates, signs and retaining walls;
- to **Farm consumables** (including those covered under the definition of **Farm contents**) however this exclusion shall not apply where the consumables have been stored in a **Farm Building**, where that **Farm Building** has been damaged by **Storm**, **Rainwater** or **Water** and where that damage has allowed the consumables to be damaged;
- to **Hay or Grain** unless it is stored in a **Farm building** and only if the **Farm building** has been damaged by **Storm**, **Rainwater** or **Water** and that damage has allowed the **Hay or Grain** to be damaged; or
- to **Livestock**.

Accidental loss or damage

We will cover **You** for **Accidental** loss or damage to **Your Farm buildings**, **Farm contents**, **Farm improvements** or **Your Farm consumables** up to the limit shown for each category on **Your Insurance certificate** provided that the **Accidental** loss or damage is not already covered by or is able to be insured by or is not excluded by any other section of the **Policy**, whether or not **You** have elected to insure under any or all of these sections.

What We do not cover under Accidental loss or damage

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS of this **Policy We** will not cover **Accidental** loss or damage caused by or involving:

1. fermentation;
2. roots from trees;
3. wet or dry rot, change of colour, atmospheric conditions or other variations in temperature, evaporation, disease, inherent vice or latent defect which **You** knew about (or should reasonably have known about)at the time **We** issued the **Policy**, loss of weight, change in flavour, texture or finish;
4. deterioration and putrefaction of refrigerated goods;
5. loading or unloading, delivery or dispatch;

6. faulty packaging or storage;
7. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical device or temperature controlling equipment;
8. contamination or pollution;
9. error or omission in design, plan or specifications or failure of design;
10. theft;
11. fraud or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
12. unexplained inventory shortage, unexplained disappearance, disappearance resulting from clerical or accounting errors or shortage in supply or delivery of materials to or from **You**;
13. loss or damage to:
    - **Farm machinery**, vehicles, caravans, trailers, motorcycles, **Watercraft**, **Aircraft** or aerial devices;
    - **Fencing, Hay or Grain, Livestock**;
    - property insured during and as a result of its processing;
    - property insured during construction, erection, renovation or demolition; or
    - property in transit;
14. termites, insects, vermin, moths or by the pecking, clawing, eating or nesting by birds and/or other wildlife;
15. faulty materials or faulty workmanship;
16. computer virus;
17. loss or damage to property directly or indirectly caused by or contributed to by normal settling, seepage, shrinkage or expansion in buildings, foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration; or
18. any person deliberately switching off or disconnecting the power supply.

How We will pay Your claim

Indemnity

If **Your Insurance certificate** shows the basis of settlement as 'Indemnity' **We** will pay up to the relevant sum insured, or any lesser limit that applies, to repair, reinstate or replace the damaged or destroyed **Farm Building** to the condition it was in immediately before the destruction or damage occurred. In assessing **Your** claim, **We** will deduct an amount for wear, tear and depreciation irrespective of whether the **Farm building** or item is partially damaged or totally destroyed.

Where **Your Insurance certificate** does not show that the basis of settlement is "Indemnity" claims will be settled as follows:

Farm buildings

If **Your Farm buildings** are insured and **We** agree to accept **Your** claim, **We** will pay up to the relevant **Farm building** sum insured, or any lesser limit that applies, less any applicable **Excess**.

Following collaboration with **You**, at **Our** option **We** will either:

1. repair or rebuild as new any destruction or damage to **Your Farm building** caused by an insured event; or
2. pay **You** the cost of repairing or rebuilding as new based on the lesser of:
    a. the cost of rebuilding or replacement less an allowance for depreciation based on the age and condition of the **Farm building** before the destruction or damage; or
    b. the pre-damage value less the damaged value of the property.

We will only pay to repair or rebuild that part of **Your Farm building** that was damaged. **We** do not cover any additional expenses to replace undamaged parts of **Your Farm building** to create a uniform appearance.

Where the original materials used to build **Your Farm building** are not readily available in **Australia**, **We** will pay for the cost of materials **We** reasonably believe to be of a similar kind or quality.

Farm contents

If **Your Farm contents** are insured and **We** agree to accept a claim, **We** will pay up to **Your Farm contents** sum insured, or any lesser limit that applies to the property, less any applicable excesses.

If **Your Farm contents** are lost or damaged by an insured event **We** will repair or replace any lost or damaged item or, at **Our** discretion, taking in to account **Your** reasonable interests, pay **You** the reasonable cost of repairing or replacing the item based on the amount that it would have cost **Us** to replace it provided the cost is available to or actionable by **You**.
Where **We** can, **We** will match materials and contents or where this is not reasonably possible or practicable, use materials and contents that in **Our** reasonable opinion match as near as reasonably possible.

Farm consumables, Hay or Grain or Wool

If **Your Farm consumables**, **Hay or Grain** or **Wool** are insured and **We** agree to accept a claim, **We** will pay what **You** would have received for the sale of the consumables, **Hay or Grain** or **Wool** at the time of the

event which caused the damage or destruction. If the damaged or destroyed items were for **Your** own use **We** will repair or replace the items or, at **Our** discretion, taking in to account **Your** reasonable interests, pay **You** the reasonable cost of repairing or replacing the items based on what it would cost **Us** to repair or replace the items provided that cost is available to or actionable by **You**.

Our liability will not exceed the sum insured shown on **Your Insurance certificate** for these items at the **Location** at which the loss or damage occurred. **Our** liability will be reduced by any residual sale value remaining for the damaged consumables, produce, **Hay or Grain** or **Wool** immediately following the damage.

Farm machinery

If **Your Farm machinery** is insured and **We** agree to accept a claim, **We** will settle that claim on an indemnity basis up to the relevant sum insured or any lesser limit that applies to the damaged **Farm machinery**. **Our** liability will be based on the cost to repair or replace the damaged **Farm machinery** less an amount for wear, tear and depreciation.

All other property

If **We** agree to accept a claim for any other property that does not fall into the above categories **We** will pay for the cost of repair or replacement up to the relevant sum insured or any lesser limit that applies to the damaged property.

Additional benefits - Farm buildings and Farm contents

Unless specified below these benefits are paid in addition to the sum insured shown on **Your Insurance certificate**.

When **Your Insurance certificate** shows that **You** have selected cover for **Farm buildings** and/or **Farm contents** **We** will pay the following additional benefits:

New buildings and building alteration - Farm buildings

Where **Your Insurance certificate** shows that **You** have insured **Farm buildings** **We** will cover **You**, for fire only, for:

- any new farm building from the time construction starts until it is completely constructed; or
- any alterations or additions to an existing **Farm Building** that **You** have insured.

The most **We** will pay for this additional benefit is $250,000 for any new building or $50,000 for an alteration or addition to an existing **Farm building**.

Cover under this additional benefit ceases on the expiry date of **Your Policy** if it is not renewed.

Extra cost - Farm buildings

We will also pay up to 20% of the sums insured for the extra cost of reinstatement of damaged **Farm buildings** necessarily incurred by **You** to comply with the requirements of any statute or regulation or of any municipal or statutory authority, provided that:

1. **We** will not pay for any additional cost incurred in complying with any requirement which **You** were required to comply with prior to the damage being sustained;
2. **We** will only pay an equitable portion of these costs if the cost of reinstatement of the damage to **Farm buildings** is less than 50% of the cost that would have been incurred in reinstating the **Farm buildings** if it had been totally destroyed;
3. the **Farm building(s)** sum insured has not already been exhausted; and
4. there is no cover for these costs if **You** have selected the 'Indemnity' basis of settlement.

Removal of debris

We will pay for the cost of removal, disposal, cleaning up or storage of debris or demolition, dismantling, shoring up or any temporary repairs to any item of **Farm buildings**, **Farm contents**, **Farm improvements**, **Farm machinery** or **Your Farm consumables**. **We** will pay up to 10% of the sum insured for the damaged item of farm property and this will be paid in addition to the sum insured shown on **Your Insurance certificate** if the sum insured for that item is exhausted.

Where a sub limit is applicable as shown on **Your Insurance certificate** this benefit will apply subject to the sub limit and not the total sum insured shown.

Professional fees and legal costs

Provided that the sum insured for the damaged **Farm buildings**, **Farm contents**, **Farm improvements**, **Farm machinery** or **Your Farm consumables** has not been exhausted **We** will cover architects, surveyors and legal fees, up to a maximum of 10% of the sums insured or $15,000, whichever is the lesser, that are necessarily incurred in the repair or reinstatement of damage to **Your Farm buildings**, **Farm contents**, **Farm improvements**, **Farm machinery** or **Your Farm consumables** following loss or damage caused by an insured event.

Firefighting costs

We will pay up to $10,000 for all costs incurred in:

1. extinguishing fire at, near, or threatening to spread to the insured **Location**;
2. preventing or lessening the effect of such fire;
3. gaining access to the insured **Location** after the fire has occurred; and
4. replenishing firefighting equipment.

Overtime rates

If it is necessary to carry out urgent repair or reinstatement work at overtime rates or on public

holidays, **We** will pay the reasonable extra charges for that work.

This includes express freight charges within **Australia** (by a scheduled air or road carrier) for up to 50% in excess of the usual cost of that express freight.

Search and find

We will pay up to $10,000 for the reasonable costs of locating the source of loss or damage caused by bursting or leaking of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry **Water**. **We** will only pay this cost if the damage caused by the bursting or leaking has resulted in a claim that **We** agree to accept.

Temporary protection

When a **Farm building** has been damaged or destroyed by an insured event and **We** agree to pay **Your** claim **We** will also pay for the cost of temporary repairs, up to a limit of $5,000 that may be required to secure the **Farm building** and safeguard other farm property from further loss.

Contamination of milk

If **Your Insurance certificate** indicates that **You** have insured **Farm contents**, **We** will pay for the deterioration of milk at the **Location** occurring during the **Period of insurance** as a direct result of the inability to transport **Your** milk from the **Location** due to a road in the vicinity of the **Location** becoming impassable as a result of the events listed below:

- fire or explosion;
- lightning;
- earthquake, subterranean fire, volcanic eruption; or
- **Storm**, **Rainwater** or wind.

We will also pay if the milk is contaminated by an accident or by a malicious act at the **Location**.

The amount **We** will pay will be the average value per litre that **You** were paid over the last 10 days prior to a claim.

The most **We** will pay will be $10,000 (or the sum insured shown for **Farm contents**, whichever is the lesser) for any one occurrence during any one **Period of insurance**.

Employee's clothing and tools of trade

Where **Your Insurance certificate** shows that **You** have selected **Farm contents** cover, **We** will pay up to $10,000 for each insured event that causes loss or damage to **Your** employee's tools, equipment, personal effects or clothing that are not otherwise insured under a contract of insurance held by someone other than **You**.

Rewriting of records

Where **Your Insurance certificate** shows that **You** have selected **Farm contents** cover, **We** will pay up to $10,000 for clerical costs **You** incur in rewriting documents other than computer records as a result of destruction caused by an insured event.

Property temporarily removed

We will cover loss or damage caused by an insured event to **Farm contents** and **Farm machinery** that have been temporarily removed from the insured **Location** to another **Location** elsewhere in **Australia**.

There is no cover under this additional benefit for loss or damage to **Farm contents** and **Farm machinery** while they are in the open air or while they are in transit or if they have been removed from the **Location** for a period exceeding 60 days.

We will NOT cover:

1. **Livestock**, **Wool**, **Hay or Grain** or any other produce; or
2. motor vehicles or mobile self-propelled machinery whether they are capable of being registered or not.

The maximum amount **We** will pay for this benefit is $50,000 or the sum insured shown in **Your Insurance certificate** for **Farm contents**, whichever is the lesser.

Additional benefits – Fencing

Unless specified below, these benefits are paid in addition to the sum insured shown on **Your Insurance certificate**.

When **Your Insurance certificate** shows that **You** have selected cover for **Fencing**, **We** will pay the following additional benefits:

Removal of debris

We will pay for the reasonable costs of demolishing and removing any fencing debris when insured damage occurs. The most **We** will pay is up to 10% of the sum insured for fencing, or $2,000 whichever is the greater.

LIVESTOCK

What We cover

Insured events

We will cover **You** in accordance with the 'How We will pay Your claim' clause of this section for loss or damage which occurs during the **Period of insurance** and is directly caused by one of the following insured events to **Your Livestock**:

- Fire, lightning or explosion

Additional benefits – Livestock

Removal of debris

We will pay for the cost of removal, disposal, cleaning up or storage of debris from **Your Livestock**. **We** will pay up to 10% of the sum insured for the **Livestock** lost and this will be paid in addition to the sum insured shown on **Your Insurance certificate** if the sum insured for that item is exhausted.

Where a sub limit is applicable as shown on **Your Insurance certificate** this benefit will apply subject to the sub limit and not the total sum insured shown.

Additional benefits - Livestock

This additional benefit is payable provided the sum insured shown in **Your Insurance certificate** for **Livestock** is not already exhausted.

Theft of Livestock

Where **Your Insurance certificate** shows that **You** have insured **Livestock**, **We** will pay up to $2,000 or the sum insured shown on **Your Insurance certificate**, whichever is the lesser, for the proven theft of **Your Livestock** at the insured **Location**.

Semen and embryos

Cover for semen and embryos is limited to fire only. Unless **We** agree otherwise (and it is shown on **Your Insurance certificate**) the most **We** will pay will be the lesser of $10,000 or the sum insured shown on **Your Insurance certificate** for **Farm contents** for claims for semen and/or embryos.

Working dogs

Where **Your Insurance certificate** shows that **You** have insured **Livestock**, **We** will pay $1,000 for the accidental death or proven theft of **Your Working dog**. No excess will apply to claims for **Working dogs.**

Optional benefits - Livestock

Livestock – Dog Attack

Where **Your Insurance certificate** shows that **You** have insured **Livestock** and have purchased cover for dog attack and **Your Livestock** is killed by dogs (not belonging to **You**) **We** will pay up to $10,000 or the sum insured shown on **Your Insurance certificate** for **Livestock** (whichever is the lesser). Providing the sum insured for **Livestock** is not exhausted **We** will also pay for the disposal of **Livestock** which has been killed.

The **Policy** includes automatic cover for theft of **Livestock** and the accidental death or theft of **Your Working dogs** when **You** purchase **Livestock** cover. If **You** require a higher limit than what is available under this automatic cover, **You** can elect to purchase one or more of the optional benefits described below. Additional premium will apply.

Theft of livestock (higher limit)

Where **Your Insurance certificate** shows that **You** have insured theft of **Livestock**, **We** will pay **You** up to $250,000 or the sum insured shown in **Your Insurance certificate**, whichever is the lesser, for the proven theft of **Your Livestock** at the insured **Location**.

Working dogs (higher limit)

Where **Your Insurance certificate** shows that **You** have purchased cover for **Working dogs**, **We** will pay **You** up to the sum insured shown on **Your Insurance certificate** for **Working dogs** for the accidental death or proven theft of **Your Working dog**.

What We do not cover

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY:

1. **We** do not cover any loss arising from unexplained disappearance, escape or voluntary parting of possession of or title to the animal(s) as a result of **You** being induced by fraud, trickery or similar false pretences.
2. **We** will not cover theft under this **Policy** if prior to the start of the **Period of insurance** there has been any theft or attempted theft of **Your** animal(s), or threat against **You** or **Your** animal(s) whether insured under this **Policy**, insured elsewhere or uninsured. However, **We** will not apply this exclusion if the theft or attempted theft has been disclosed to **Us** before the start of the **Period of insurance** and cover has been accepted by **Us.**
3. **We** will not pay a loss under the **Livestock** cover (including any associated optional benefits) unless **You** report the theft of the animal(s) to **Your** broker and to the local police as soon as reasonably practicable and strictly follow their recommendations.
4. **We** will not pay a loss under the **Livestock** cover (including any associated optional benefits) if **You** pay or promise to pay a ransom or give similar assurances of any such nature to any third party. If **You** do then **We** will be released from all liability under this **Policy**.

Special conditions

1. In the event of a settlement by **Us** of a claim under the **Livestock** cover of this **Policy**(including any associated optional benefits), the undisputed ownership of **Your** interest in the animal(s) as shown in the **Insurance certificate** will transfer to **Us**, and all other insurance provided under the **Policy** and provided under any other extensions to the **Policy** in respect of the animal(s) is automatically terminated.
2. **You** must refund to **Us** the amount **We** paid in settlement of **Your** claim if the animal(s) is recovered alive within 2 years of **Us** paying a claim under the **Livestock** cover.

How We will pay Your claim

If **Your Livestock** is insured and **We** agree to accept a claim, **We** will pay what **You** would have received for the sale of the **Livestock** at the time of the event which caused the damage or destruction. The maximum **We** will pay will be $20,000 any one animal.

FARM INTERRUPTION

Words with special meaning in this section

Accountant means a professional accountant to be appointed by both **You** and **Us**.

Agistment income means the money **You** receive for agistment farm animals on **Your** farm.

Farm income means the money that **You** receive for **Your** farm produce less the cost to **You** of those materials that **You** bought to produce them.

Indemnity period means the period beginning with the occurrence of the loss or damage and ending not later than the period stated on **Your Insurance certificate** during which the **Farm income** will be affected in consequence of the loss or damage.

What We cover

Farm income

We will pay up to the sum insured shown on **Your Insurance certificate** for loss of **Farm income** arising from loss or damage to property that is insured under the Farm Property or Theft sections of this **Policy**. **We** will only pay a claim for loss of **Farm income** if **We** have agreed to accept a claim for damage to property insured under the Farm Property or Theft sections of this **Policy** or that **We** would have agreed to accept a claim except for the application of an excess.

Agistment income

We will pay up to the sum insured shown on **Your Insurance certificate** for loss of **Agistment income** arising from fire damage to **Your** pastures or fencing. **We** will only pay if the fire damage to the pastures or fencing necessitated the removal of the agisted stock to another farm, not at **Your Location**.

If **You** have selected **Agistment income'** cover **We** will also pay additional agistment and fodder costs (including related transport and droving costs) that are reasonably incurred as a result of fire damage to pastures or fencing at the insured **Location**. **Our** payment for these extra costs will be limited to the sum insured listed for this cover on **Your Insurance certificate**.

Extra costs

We will pay the extra costs that **You** incur in maintaining **Your Farm business** activities (including the loss of **Agistment income**) at the **Location** on the same basis as the 12 months preceding the loss or damage to property, other than **Farm machinery**, that is insured under the Farm Property or Theft sections of this **Policy**. The most **We** will pay is the sum insured shown on **Your Insurance certificate** for Extra Costs.

Where **Your Insurance certificate** shows that **You** have selected cover for Extra Costs - Machinery, **We** will pay the extra costs reasonably incurred as a result of loss or damage to tractors, spraying equipment, seeding equipment and harvesting equipment where **You** have selected the comprehensive insurance option under the Motor Vehicle section of this **Policy** for the damaged vehicle and where **We** have agreed to pay a claim under that section, or would have paid a claim but for the application of an excess. The most **We** will pay is the lesser of $100,000 or the sum insured shown on **Your Insurance certificate** for Extra Costs – Machinery. **We** will not pay for costs incurred during the first 48 hours following a loss.

What We do not cover

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS of this **Policy We** will not pay any claims:

1. if **You** decide to stop farming or **You** do not restart farming activities after an interruption;
2. if the loss or damage occurred after the business had been dissolved, wound up, sold or was in liquidation or receivership;
3. for loss of **Agistment income** if **You** decide not to restore **Your** pastures or **You** do not repair or replace **Your** fencing; or
4. for extra costs if **You** decide not to repair or replace the damaged property.

How We will pay Your claim

Any claim for loss of **Farm income** or **Agistment income** will be calculated by comparing the income **You** earned for these items during the **Indemnity period** and the income **You** earned during the corresponding period in the 12 months immediately before the interruption occurred.

When undertaking this comparison, **We** will make reasonable adjustments to allow for:

1. business fluctuations;
2. any savings that result from the interruption;
3. situations where the **Indemnity period** exceeds 12 months; and
4. situations where **You** have not been farming for the full 12 months before the loss took place.

Any claim for extra costs will be limited to costs that minimise loss of **Farm income** or **Agistment income**. These costs are only paid if they are incurred during the **Indemnity period**, they are reasonable and they do not exceed the savings made.

Special conditions

In addition to the '**General Conditions** that apply to every section of the **Policy**', the following special conditions apply to this section.

1. Notification

As soon as reasonably practicable after the happening of loss or damage which results in a claim under this section **We** may ask **You** to do one or both of the following:

a. deliver to **Us** a written statement of claim certified by an **Accountant**; or

b. make available to **Us** all books and records (including access to **Data** stored on media) reasonably necessary for verification of that claim.

2. Limitation

Our total liability during any one **Period of insurance** or for any claim arising out of the one event or series of events arising directly or indirectly from one source or original cause, in respect of each item shown on **Your Insurance certificate**, will not exceed the sum insured shown on **Your Insurance certificate** for that item.

THEFT

What We cover

Theft cover - Farm buildings, farm improvements, farm contents and farm consumables.

If **Your Insurance certificate** indicates that **You** have taken this cover **We** will pay up to the relevant limit shown for theft of **Farm buildings**, **Farm improvements**, **Farm contents** and **Farm consumables** that occurs at the **Location** during the **Period of insurance**.

We will not cover loss or damage caused by theft:

a. of property that can be covered under another section of this **Policy**; or

b. that is in any way contributed to by dishonest acts by **You**, **Your** directors, partners, employees or any members of **Your** family.

Theft cover - Farm machinery

If **Your Insurance certificate** indicates that **You** have taken this cover, **We** will pay up to the Theft of **Farm machinery** limit shown for theft or attempted theft of machinery that occurs at the **Location** during the **Period of insurance**.

We will not cover theft or attempted theft that is in any way contributed to by dishonest acts by **You**, **Your** directors, partners, employees or any members of **Your** family.

Optional benefit - Portable Items and farm contents away from a nominated location

If **Your Insurance certificate** indicates that **You** have taken this cover, **We** will cover **You** for theft that occurs during the **Period of insurance** anywhere in **Australia** of **Your Farm contents** that are normally contained in **Your Farm buildings**.

We will not cover loss or damage caused by theft:

1. of property that can be covered under another section of this **Policy** or which is insured elsewhere by someone other than **You**;
2. of **Watercraft** including their spare parts and accessories; or
3. that is in any way contributed to by dishonest acts by **You**, **Your** directors, partners, employees or any members of **Your** family.

The most that **We** will pay for any one item under this optional benefit is $5,000 unless the item is listed on **Your Insurance certificate** with a specific sum insured.

The maximum amount that **We** will pay for any one event is the sum insured shown for portable items cover on **Your Insurance certificate**.

How We will pay Your claim

Any claim for theft will be paid in the same way that **We** would pay a claim under the 'How **We** will pay **Your** claim' clause of the Farm Property section of this **Policy**.

FARM LIABILITY

Words with special meaning in this section

Geographic limits means:

1. anywhere in **Australia** and its external territories;
2. elsewhere in the world, but only:
   - overseas business visits by **You** and any of **Your** directors or employees but not where they perform or supervise manual work; or
   - any part of the world to which **Your products** are exported except products **You** know have been exported to the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied.

Limit of liability means the **Limit of liability** shown on **Your Insurance certificate**.

Occurrence means an event that occurs during the **Period of insurance** within the **Geographic limits** which results in **Personal injury** or **Property damage**, neither expected nor intended from **Your** standpoint. All **Personal injury** or **Property damage**, arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one **Occurrence**.

Personal injury means:

- bodily injury (including death and illness), disability, shock, fright, mental anguish, mental injury;
- wrongful entry, wrongful eviction, wrongful detention, false arrest, wrongful imprisonment or malicious prosecution;
- a publication or utterance of a libel or slander or other defamatory or disparaging material; or
- assault not committed by **You** or at **Your** direction unless the assault occurred while preventing **Personal injury** or **Property damage**.

Property damage means physical damage to, loss or destruction of tangible property including any resulting loss of use of that property.

Your products means any goods, products and property after they have ceased to be in **Your** possession or under **Your** control which are, or have been deemed to be, manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, labelled, handled, sold, supplied, re-supplied or distributed by **You** (including any packaging or container thereof other than a vehicle). **Your products** also includes the design, formula, 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 the business including discontinued products.

What We cover

We will cover **Your** legal liability to pay compensation for:

- **Personal injury**; or
- **Property damage**;

which happens within the **Geographic limits** during the **Period of insurance** and is caused by an **Occurrence** in connection with **Your Farm business**.

Limit of liability

Our maximum liability in respect of any claim or any series of claims for **Your** legal liability for **Personal injury** or **Property damage** caused by or arising out of one **Occurrence** will not exceed the **Limit of liability** stated on **Your Insurance certificate**, other than the cover provided by the additional benefit 'Defence of claims'**.** **Our** total aggregate liability during any one **Period of insurance** for all claims arising out of **Your products** will not exceed the **Limit of liability**, other than the cover provided by the additional benefit 'Defence of claims'.

Additional benefits

These additional benefits are subject to the **Limit of liability** shown on **Your Insurance certificate**, unless specified below.

Defence of claims

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

1. pay all expenses incurred by **Us**, all costs taxed against **You** in any such suit, and all interest accruing after entry of judgment until **We** have paid, tendered or deposited in court such part of the judgment as does not exceed **Our Limit of liability**;
2. reimburse **You** for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with **Our** consent;
3. pay reasonable expenses incurred by **You** for first aid to others at the time of **Personal injury** caused by an **Occurrence**. **We** will not pay any benefits which would result in **Us** contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth); and
4. pay reasonable expenses incurred by **You** for temporary protection of damaged, or undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof.

Provided that:

1. **We** will not be obliged to pay any claim or judgment or to defend any claim or legal action after the **Limit of liability** has been exhausted by payment of judgments or settlements; or
2. if a payment exceeding the **Limit of liability** has to be made to dispose of a claim, **Our** liability to pay any costs, expenses and interest will be limited to that proportion of those costs, expenses and interest as the **Limit of liability** bears to the amount paid to dispose of the claim.

The amount incurred, except for payments in settlement of claims, suits and all costs awarded against **You**, are payable by **Us** in addition to the **Limit of liability**, provided that the matter is subject to the laws applicable outside the United States of America or Canada. **Our** maximum **Limit of liability** for **Personal injury**, **Property damage** and legal costs for matters involving the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied, will be the **Limit of liability** shown on **Your Insurance certificate**.

Crop and weed spraying

We will cover **Your** legal liability to pay compensation for loss or damage caused by spraying of fertiliser, herbicides and insecticides undertaken by **You** or **Your** employees from a ground-based system at the **Location**. Notwithstanding the exclusion headed 'Aerial application' in this section **We** will also cover **Your** legal liability for the spraying of fertiliser, herbicides and insecticides at the **Location** by an independent contractor from a plane or helicopter. However **We** do not cover any of the liability of the independent contractor.

Property in Your physical and legal control

We will cover **Your** legal liability to pay compensation, up to the applicable limit, for damage to:

1. premises (including landlords fixtures and fittings) which are leased or rented to **You**;
2. premises (or their contents) not owned, leased or rented by **You** but temporarily occupied by **You** for work therein;
3. vehicles (not belonging to or used by **You** or on **Your** behalf) in **Your** physical or legal control where the **Property damage** occurs while the vehicles are in a car park owned or operated by **You**. There is no liability cover provided under this additional benefit if **You** own or operate a car park for reward where the annual gross income from such car park operation exceeds $100,000 or where the car park is operated as the principal part of **Your** business;
4. property (excluding any vehicle which is registered or which is required under any legislation to be registered) in **Your** physical or legal care, custody or control. **Our** maximum indemnity for any one **Occurrence** is limited to $100,000 (and $10,000 any one animal) or the amount shown on **Your Insurance certificate**; or
5. 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.

Vehicles used as a tool of trade

Notwithstanding the exclusion headed 'Vehicles' in this section **We** will cover **Your** legal liability to pay compensation for **Property damage** or **Personal injury** caused by or arising from:

1. the operation or use of any vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling whilst being operated or used by **You** or on **Your** behalf within the confines of **Your** premises; and
2. the use of any tool or plant forming part of or attached to or used in connection with any vehicle (excluding whilst the vehicle is travelling, transporting or carting goods) at any work site.

Vehicles unloading or loading goods

Notwithstanding the exclusion headed 'Vehicles' in this section **We** will cover **Your** legal liability to pay compensation for **Property damage** or **Personal injury** arising out of and during the loading or unloading of goods to or from any vehicle.

Special conditions

In addition to the **General Conditions** that apply to every section of the **Policy**', the following special conditions apply to this section.

Joint insured's - cross liability

Where **You** comprise more than one party, each of the parties will be considered as a separate and distinct unit and the words **You** and **Your** will be considered as applying to each party in the same manner as if a separate **Policy** had been issued to each of them provided that nothing in this clause will result in an increase of **Our Limit of liability** in respect of any **Occurrence**.

Notices

You must as soon as reasonably practicable give to **Us** notice in writing of:

1. every **Occurrence**, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this **Policy**, whether or not **You** believe any claim amount might fall below the applicable **Excess**; and
2. every change that comes to **Your** knowledge which materially varies any of the facts or circumstances existing at the commencement of this **Policy**.

Any notice given in writing by **Us** to **You** will be treated as notice to each of the parties **You** comprise. Service of notices by **Us** will be effective immediately on receipt by **You** of a letter or electronic communication sent from **Us** or in the case of notices sent by post, three business days after having been posted by **Us**.

Discharge of liabilities

We may at any time pay to **You**, in respect of all claims against **You** arising from an **Occurrence**, the balance of the **Limit of liability** or any smaller sum for which the claim or claims can be settled and upon that payment **We** will relinquish conduct or control of and be under no further liability under the **Farm** Liability section of this **Policy** in connection with those claims except for costs, charges and expenses:

1. recoverable from **You** for all or part of the period prior to the date of such payment;
2. incurred by **Us**; or
3. incurred by **You** with **Our** written consent prior to the date of such payment.

Reasonable care

You must:

1. exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises and plant in sound condition;
2. take all reasonable precautions to prevent **Personal injury** and **Property damage**, and prevent the manufacture, sale or supply of defective products, and comply with and ensure that **Your** employees, servants and agents comply with all statutory obligations, bylaws or regulations imposed by all relevant public authorities:

- for safety of persons or property;
- for the disposal of waste products; and
- for the handling, storage or use of flammable liquids or substances, gases or toxic chemicals; and

3. at **Your** own expense take reasonable action to trace, recall or modify any of **Your products** containing any defect or deficiency of which **You** have knowledge or have reason to suspect, including (but not limited to) any of **Your products** subject to government or statutory ban.

What We do not cover

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS of the **Policy We** do not cover liability in respect of claims directly or indirectly arising from or in any way connected with any of the following:

Aircraft and watercraft

Claims arising out of the ownership, maintenance, operation or use by **You** of:

1. any **Aircraft**; or
2. any **Watercraft** over 8 metres in length, other than:
   - **Watercraft** used in operations carried out by any independent contractors for whose conduct **You** may be held liable for; or
   - **Watercraft** owned and operated by others and used by **You** for business entertainment.

Aircraft landing area

Claims arising out of **Your** ownership, occupancy or control of any property or structure which is used as an **Aircraft** landing area where a fee is charged for the use of the **Aircraft** landing area.

Aerial Application

Claims arising out of any material or substance being applied to land or anything grown on the land by an **Aircraft** other than the cover provided under the Additional benefit for 'Crop and weed spraying'.

Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

Assault and battery

Personal injury or **Property damage** caused by or arising from assault and battery committed by **You**, or at **Your** direction, unless reasonably necessary for the protection of persons or property.

Child molestation

The molestation of or interference with a minor or minors by:

- **You** or any person comprising **You**;
- any of **Your** employees; or
- any person performing any voluntary work or service for **You** or on **Your** behalf.

Further, **We** will not have a duty to defend any action, suit or proceedings brought against **You** (or any other person or body corporate who might otherwise, but for the provisions of this clause, be entitled to indemnity under this **Policy**) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or any **Personal injury** resulting there from.

Computers, computer software and computer consulting

Property damage to computer **Data** or programs and their storage media or any consequential loss arising directly or indirectly out of or caused by, through or in connection with:

- the use of, or provision of, any computer hardware or software;
- the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

Contractual liability

Any obligation assumed by **You** under any agreement except to the extent that:

- the liability would have been implied by law;
- the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges **You** to effect insurance or provide indemnity in respect of the subject matter of that contract; or
- the liability is assumed by **You** under a warranty of fitness or quality as regards to **Your products**.

Defect in design

Any defective design or error in specification or formula in any of **Your products** which was known to **You** (or a reasonable person in the circumstances could have been expected to have known) at the time **We** issued the **Policy**.

Employment liability

Liability imposed:

- by any workers compensation law;
- by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where the liability would not have been imposed in the absence of the industrial award, agreement or determination or contract of employment or workplace agreement; or
- for and in respect of employment practices.

Explosive substances

Personal injury or **Property damage** directly or indirectly caused by or arising from mining, processing, manufacture, distillation, fractionation, treatment, disposal, controlled removal of, decontamination, distribution and/or storage of:

- explosives; or
- petroleum, inflammable gasses or spirits (other than as used in the **Farm business**).

Farm hosting

Claims arising out of the supply of accommodation, meals and/ or leisure activities to paying guests unless specified on **Your Insurance certificate**.

We will not cover **Your** liability for any activity involving abseiling, aquaplaning, flying in any **Aircraft**, motorcycling or quad biking, power boating, water skiing, rock climbing, mountaineering, horse riding or equestrian activity of any description.

Faulty workmanship

Property damage to that part of any property upon which **You** are or have been working, where the **Property damage** arises from **Your** work. **We** also do not cover the cost of performing, correcting or improving any work undertaken by **You**.

Fines, penalties and punitive damages

- fines, penalties, or cost of actions imposed on **You** due to the application of government legislation or order of a court of law;
- punitive, exemplary, or aggravated damages; or
- any additional damages resulting from multiplication of compensatory damages against **You**.

Genetic engineering

Claims arising directly or indirectly out of any genetic engineering, or any genetically modified substance or organism, where **Personal injury** or damage to property is caused by, contributed to, or arises from **Your** non-compliance with any law, by-law, regulation, licensing condition, or recognised standard relating to the growing, manufacture, handling, transport, storage, processing, sale, supply, or distribution of any genetically modified product.

Libel and slander

The publication or utterance of a libel or slander:

- made prior to the commencement of the **Period of insurance**;
- made by **You** or at **Your** direction with knowledge of its falsity; or
- related to advertising, broadcasting, or telecasting activities conducted by **You** or on **Your** behalf.

Lighting fires

Any claim that arises out of a fire that has been deliberately lit by **You** or on **Your** behalf in breach of any law, regulation, by- law or ordinance.

Loss of use

Loss of use of tangible property which has not been physically damaged or lost or destroyed resulting from:

- a delay in, or lack of, performance, by **You** or on **Your** behalf, of any contract or agreement; or
- the failure of **Your products** to meet **Your** warranties or representations as to performance, fitness, quality or durability (but this exclusion will not apply to liability for physical damage or destruction caused to other property by **Your products**).

Natural Resources

Despite anything contained elsewhere in **Your Policy**, **We** will not cover any loss, damage or liability caused by, resulting from, or in connection with the exploration, drilling, mining, fracking, development and/or production of minerals, mineral resources, oil and/or gas, whether or not by **You** or on **Your** behalf, or any loss, damage or liability caused by, resulting from, or in connection with **You** being the property owner or occupier of land used for the exploration, drilling, mining, fracking, development and/or production of minerals, mineral resources, oil and/or gas, regardless of whether such activities take place on, above or below the surface of such land.
Furthermore, **We** will not cover any loss, damage or liability assumed by **You** under contract with any party, legal person or entity undertaking exploration, drilling, mining, fracking, development and/or production of minerals, mineral resources, oil and/or gas, regardless of whether such activities take place on, above or below the surface of such land.

Participants

Personal injury to or **Property damage** of any person caused by or arising out of the participation of such person or his/ her property in any game, match, race, practice, trial or other sporting activity (including but not limited to swimming, health and fitness activities).

Pharmaceutical products

Claims arising directly or indirectly out of the manufacture of pharmaceutical products.

Pollution

- **Personal injury** or **Property damage** caused by or arising out of the discharge, dispersal, release or escape of **Pollutant** into or upon land, the atmosphere, or any watercourse or body of water; or
- costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.

The above exclusions do not apply to pollution which is consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in **Personal injury** and/or **Property damage**, and where the pollution occurs outside the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied.

Our liability in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of **Pollutant** during any one **Period of insurance** will not exceed the **Limit of liability**.

Product defect

Property damage to **Your products**, if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

Product recall

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement, loss of use of **Your products** or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

Professional liability

The rendering of or failure to render professional advice or service by **You** or any related error or omission, but this exclusion does not apply to:

- the rendering of or the failure to render professional medical advice by medical persons employed by **You** to provide first aid services at **Your Location**, but not when these medical persons have insurance for **Your** professional liabilities; or
- **Personal injury** or **Property damage** arising from the provision of that professional advice or service when it is not given for a fee.

Renovations, erection, alterations, construction, additions and demolition

Any claims arising directly or indirectly out of or in any way connected with the renovation, erection, alteration, construction or additions and demolition to any building at the **Location** shown on **Your Insurance certificate**, by **You** or on **Your** behalf when the total cost of the work exceeds $500,000.

Stockfeed

Claims arising directly or indirectly out of the manufacture or processing of animal food or stockfeed. This exclusion will not apply to Hay, silage or unprocessed grain that has no other additives intentionally added that is produced and sold by **You**.

The internet

Claims arising 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 will be construed to extend coverage under this section to any liability which would have not been covered in the absence of this exclusion.

Treatment or dispensing

Except as provided for under the exclusion for 'Professional liability':

- the treatment of humans or animals for any physical or mental deficiency, injury, illness or disease; or
- the dispensing of drugs, medicines, pharmaceuticals, supplies or artificial aids.

Tobacco and smoking

Personal injury directly or indirectly arising out of the inhalation or ingestion of or exposure to:

- tobacco or tobacco smoke; or
- any ingredient or additive present in any articles, items or goods which contain or include tobacco.

Vehicles

Personal injury or **Property damage** arising out of the ownership, possession, operation, maintenance or use by **You** of any vehicle:

- which is registered or which is required under any legislation to be registered; or
- in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected) other than the property described in the additional benefits in this section for 'Vehicles used as a tool of trade' and 'Vehicles unloading or loading goods'.

This exclusion will not apply to **Personal injury** that arises out of an **Occurrence** which is partially (to the extent of that part) or totally outside the indemnity afforded under such compulsory liability insurance or other legislation relating to vehicles, provided that the reason the **Occurrence** is outside the indemnity afforded by the compulsory liability insurance or statutory indemnity does not involve a breach by **You** of legislation relating to vehicles.

Vibration or weakening of support

Damage resulting from vibration or the removal or weakening of support to any land or fixed property.

You, Your family, employees and workers

Damage to property:

- belonging to, or being rented, hired, leased or subject to a hire purchase agreement by **You** unless the damage involves premises leased and occupied by **You** in connection with the **Farm**

business and it is not excluded by the exclusion in this section for 'Contractual liability';

- belonging to any member of **Your** family or any person who permanently resides with **You** or **Your** family;
- belonging to any employee if the loss or damage occurs in the course of their employment with **You**; or
- **Personal injury** to:
  - **You** or any member of **Your** family or any person who permanently resides with **You** or **Your** family;
  - a person employed by **You** under a contract of service if the **Personal injury** arises out of or in the course of the contract of service; or
  - a person working with **You** for work experience or under a government scheme.

HOME BUILDINGS AND CONTENTS

Words with special meaning in this section

Building(s) means residential buildings at the **Location** including any professional offices or surgeries in those buildings and includes:

- domestic outbuildings;
- fixed coverings to walls, floors and ceilings, not including carpets, curtains or internal blinds;
- services, which include the supply of electricity, water, etc immediately adjacent to the residential **Buildings** or domestic outbuildings which they service;
- items built in, or fixed to, or on, the **Buildings**;
- blinds or awnings on the outside of the **Buildings;**
- landscaping, paved terraces, paved or sealed (concrete, paved or bitumen) driveways leading directly to the dwelling and whose sole purpose is to provide access to the dwelling, retaining walls, fences (but only fencing surrounding the dwelling) and gates;
- swimming pools, saunas and spas that are permanently installed;
- jetties, wharves and pontoons used only for domestic purposes; or
- anything permanently built, permanently constructed or permanently installed on **Your** property for domestic purposes that complies with all relevant **Building** laws and rules.

If **You** own a residential **Building** at the **Location** and lease it to tenants or allow employees to live in it, **We** will consider landlord's fixtures, fittings and fixed carpets as being part of the **Building**. The maximum amount **We** will pay for these items is $10,000 in total.

Building does not include plants, shrubs, trees, grass or **Farm buildings**. (Limited cover is provided for trees and plants under the 'Additional benefits' of this section).

Contents means household goods or personal belongings which belong to **You** or for which **You** are legally responsible and that are not used for earning income, including:

- carpets, curtains and internal blinds;
- fixtures and fittings that **You** have installed for **Your** own use if **You** are a tenant, or the owner of a strata title unit. **We** will not cover these fixtures and fittings if the body corporate has them insured;
- valuable items and Specified valuable items (see **Valuables** definition and 'Specified **Valuables**' section for what is covered and limits);
- money and negotiable documents, limited to $2,500 any one claim (other than from **Your** business as excluded below); and
- motorised golf carts, ride-on mowers not used in connection with **Your Farm business** (limited to $10,000 any one claim), mobility scooters, wheelchairs and motorcycles with less than 125cc engines which do not require registration and are not used in connection with **Your Farm business**.

Contents DOES NOT include:

- unset precious and semi-precious stones;
- plants and trees growing outdoors that are not in pots;
- animals, including birds and fish;
- motor vehicles, ride-on mowers (other than those included in the definition of **Contents** above), motorcycles exceeding 125cc engine capacity, caravans, trailers, hang gliders or any **Aircraft** which are not a model or a toy;
- **Watercraft** more than four metres long or any **Watercraft** that require registration under state or territory legislation;
- jet skis or any other type of **Watercraft** that require registration under state or territory legislation;
- motorcycles with less than 125cc engine capacity while they are in use;
- sporting equipment whilst it is being used;
- pedal cycles while they are in use;
- stock in trade or samples, business or trade cash takings or negotiable documents;
- office and surgery equipment or goods that **You** use for earning **Your** income (See Additional benefits for details of the limited cover provided);
- any items that are defined as **Your Building**;

- **Electronic data** stored on any device (including the cost of restoring the **Data**). (See Additional benefits for details of the limited cover provided);
- accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, **Watercraft**, motorised golf carts, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes (see Additional benefits for limited cover provided); or
- **Farm Contents**.

Valuables mean

- jewellery and watches;
- furs;
- works of art;
- items that contain gold or silver (not including items plated with gold or silver that are not jewellery or watches);
- collections of stamps, money or medals; and
- specified **Valuables** which are listed on **Your Insurance certificate**.

Valuables does NOT mean:

- unset precious and semi-precious stones (these are not covered under any part of the **Policy**);
- motor vehicles, motorcycles, mini-bikes, caravans, trailers, **Aircraft**, or accessories or spare parts of any of these items; or
- **Watercraft** more than four metres long or any other **Watercraft** that require registration under state or territory legislation.

Limit for valuable items

We will pay up to 25% in total, per event, of the **Contents** sum insured listed on **Your Insurance certificate** for loss or damage to valuable items. The most **We** will pay for any one item, pair, set or collection is $10,000.

You can insure items, pairs, sets or collections that are worth more than the above limits for their actual value. To do this **You** must advise **Us** of the items and they will be listed on **Your Insurance certificate**. The most **We** will pay for these listed valuable items will be the amount shown on **Your Insurance certificate**. See Optional Benefit - Specified **Valuables** under this section.

Limits to the amount We will pay for Contents

Unless the **Contents** item is specifically listed on **Your Insurance certificate We** will not pay more than $2,500 in total for any one claim for money, bullion, negotiable securities or documents of any kind.

Claims for the replacement or repair of damaged fixed carpets, curtains or other floor coverings or window treatments will be limited to the passageway, room or stairwell where the damage occurred.

If any article is part of any pair, set or collection and is lost or damaged, **We** will not pay for more than the actual value of the lost or damaged article. No allowance will be made for the value the item may have as a pair or set or for any depreciation in the remaining parts of the pair or set.

What We cover

Accidental damage cover

When **You** insure **Your Building** and/or **Your Contents** under this section of the **Policy You** will be covered for sudden and unexpected accidental loss or damage that occurs to **Your** home and/or **Contents** during the **Period of insurance** and at the **Location** up to the amount shown on **Your Insurance certificate**.

There are exclusions that apply to certain events or losses and these are detailed under the heading 'What We do not cover' of this section. These exclusions and the limitations to cover detailed later in this section may restrict the amount payable in the event of a claim or alternatively they may prevent a claim from being paid at all.

Additional benefits - Home Building and/or Contents

When **Your Building** and/or **Contents** are insured on **Your Insurance certificate**, **We** will provide the following additional benefits which are payable in addition to **Your** sum insured for **Building** and/or **Contents** on **Your Insurance certificate** unless specified.

Electric motor burn out

When **You** insure **Your Building We** will pay the cost of repairing or replacing any domestic motor that forms part of **Your Building** and has suffered motor burn out. When **You** insure **Your Contents We** will pay the cost of repairing or replacing any motor that forms part of **Your Contents** and has suffered motor burn out. **We** do not cover:

- any motor under any form of warranty;
- fuses, switches, electrical contacts, or protective devices;
- the cost of any part, such as a bearing, filter or dryer, which does not form part of a motor, and was fitted during the repair or replacement of the motor; or
- motors that are more than 15 years old, based on their date of manufacture.

We will only pay for an item with an electric motor that has fused due to the actual burning out of the wiring of the motor by an electrical current.

Replacement of locks

If a key to an external door or window of **Your Building** is stolen from **Your Location**, at **Our** discretion, **We** will pay

the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item.

Additional benefits when Your Building is insured

Emergency accommodation or loss of rent

If **We** accept a claim for **Your Building** and **We** agree that **You** or **Your** tenant cannot safely reside in the **Building** because of the damage caused to it, then **We** will pay:

- for temporary accommodation that **We** decide is reasonable for **You**, **Your** family and **Your** pets living in **Your Building** at the time of the incident; or
- the actual rent that **You** lose during a reasonable period taken to repair or rebuild **Your** home.

We will pay this for up to 12 months. The most **We** will pay under this section is 20% of **Your Building** sum insured and **We** pay this in addition to **Your Building** sum insured.

We will reduce this payment, or stop paying **You**, if:

- **You** receive any payment for rent from another source (including payment made under another section of this **Policy**); or
- **You** do not need to rent another property.

Mortgage discharge

We will pay **Your** legal costs to discharge **Your** mortgage if **Your** claim is for a total loss of **Your** residential **Building**. **We** pay this in addition to **Your** sum insured.

Removal of debris

We will pay up to 20% of the **Building** sum insured for the reasonable costs of demolishing and removing any **Building** debris when damage or loss occurs. **We** pay this in addition to **Your** sum insured.

Architects, surveyors and legal fees

We will pay the reasonable costs of architects, surveyors and legal fees when loss or damage occurs.

Trees, plants and shrubs

We will pay to replace any trees, plants or shrubs that are:

- stolen;
- burnt;
- maliciously damaged; or
- damaged by a vehicle not driven by **You**.

We will not pay for any loss or damage to a lawn.
We will also pay for the removal of trees, stumps and branches from the **Location** if they have fallen and caused damage to **Your** insured property or landscaped gardens.

The most **We** will pay under this benefit is $5,000 per claim.

Statutory costs

We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the **Building** at the **Location**. **We** will not pay any costs which resulted from any notice which a statutory authority served on **You** before loss or damage to **Your Building** was suffered. The most **We** will pay in any one **Period of insurance** is $35,000.

Additional benefits when Your Contents are insured

Tools of trade used to produce income

We will pay up to $10,000 in total for loss or damage that occurs to tools of trade used to produce income. **We** will only pay a claim under this benefit when at the time of the loss or damage the tools of trade were contained in a locked **Building** at the **Location**. In determining what are tools of trade that are used to produce income **We** will consider whether **You** would normally receive a taxation deduction for these items.

This benefit does not cover office and surgery equipment, stock in trade or samples, business or trade cash takings.

Office equipment

We will pay up to $20,000 in total for loss or damage at the **Location** to office equipment **You** use to produce income. In determining what is office equipment used to produce income, **We** will consider whether **You** would normally receive a taxation deduction for the equipment.

Electronic data

We will pay up to $2,000 in total for the loss or damage to **Data** stored on any personal device (including the cost of restoring the **Data**).

Motor vehicle and watercraft accessories

We will pay up to $2,000 any one item or $4,000 in total for loss or damage to any accessories and spare parts for motor vehicles, motorcycles, caravans, trailers, **Watercraft**, motorised golf carts, mobility scooters, ride-on mowers, wheelchairs, surfboards, sailboards, surf skis and canoes.

We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, mini-bikes, caravans, trailers or **Watercraft**.

Refrigerated food

We will pay for loss or damage to food contained in a refrigerator or freezer which is spoiled as a result of:

- motor burn out of the refrigerator or freezer; or
- failure of the power supply to the **Building**.

Contents away from Your location

Your Contents are also insured while they are away from **Your Location**, anywhere in the world, however they are not insured if they:

- are on the way to, or from, or in, commercial storage;
- have been away from **Your Location** for more than a continuous period of 100 days, other than sporting equipment that is stored within a clubroom;
- are in transit during a permanent removal (see 'Moving **Your Contents**' section of the **Policy**); or
- have been removed permanently from **Your Location**.

We will pay up to 25% in total, per event, of the **Contents** sum insured listed on **Your Insurance certificate** for loss or damage to **Contents** away from **Your Location**.

The most **We** will pay for any one item, pair, set or collection is $10,000.

The following **Contents** items are not covered while away from **Your Location**:

- motorcycles or mini-bikes;
- accessories and spare parts for motor vehicles, caravans, trailers and **Watercraft**;
- surfboards, surf skis, canoes or other **Watercraft** unless at the time of loss they were situated in a locked **Building** or a locked vehicle;
- goods that **You** use for earning **Your** income;
- visitor's **Contents**;
- office equipment that **You** use for earning **Your** income;
- money; and
- sporting goods, including all pedal cycles, whilst **You** are using them.

Children attending university or school

We will cover **Your** dependent children's **Contents** while they are attending boarding school, college or university on a full-time basis.
Cover for this Additional benefit is restricted to loss or damage that occurs at the child's educational place of residence or at the educational institution they attend.

Credit cards

If any of **Your** credit cards are misused after they are stolen, **We** will pay up to $5,000 in total to the financial institutions that issued them. **We** will only pay this benefit if **You** are legally responsible to pay the amount and **You** have complied with the terms on which the credit cards were issued.

Removal and storage of Contents

If **We** insure **Your Building** and **You** are unable to live in it after damage or loss has occurred, **We** will pay the reasonable costs to remove and store **Your Contents** while **Your Building** is being repaired.

Provided that **We** have agreed to the storage **Location** **We** will pay these costs for up to 12 months. **We** will also cover loss or damage to **Your Contents** while they are in storage during this period.

Visitor's Contents

If guests (staying with **You** for less than 60 days) or visitors to **Your Location** bring their own **Contents** with them, **We** will regard those **Contents** as belonging to **You**. The most **We** will pay is $5,000 if these **Contents** are lost or damaged. This cover is subject to the same items and limits that appear under the definition of **Contents**. **We** will not pay a claim under this benefit if these **Contents** are already insured.

Denial of access

If **Your Building** cannot be lived in because a government authority denies **You** access, **We** will pay the additional reasonable costs of alternate accommodation that **We** consider necessary and reasonable, for a period of up to 60 days, to maintain **Your** normal standard of living. **We** will not cover loss due to cancellation of a lease or agreement.

Compensation for injury

We will pay $25,000 if **You** or a member of **Your** family normally living with **You**, dies or suffers paraplegia, quadriplegia or permanent total disablement as a direct result of a physical injury caused by an accident within the **Building**s at the **Location**. The most **We** will pay for all claims in any one **Period of insurance** is $25,000 and payment will be made to either the estate of the deceased person or the person who suffered paraplegia, quadriplegia or permanent total disablement. **We** will pay this in addition to **Your** sum insured.

Counselling

If **You** or a member of **Your** family, who normally resides at the **Location**, requires counselling as a direct result of a fire or theft at the **Location** during the **Period of insurance**, **We** will pay the costs reasonably incurred by **You** for counselling. The most **We** will pay under this benefit is $1,500 for any one event. **We** pay this in addition to **Your** sum insured.

Moving Your Contents

We will cover **Your Contents** in the **Building** at both **Your** new and old address for up to 45 days from the day **You** start moving. **We** do not cover loss or damage caused to **Your Contents** at **Your** new address after 45 days from the day **You** start moving, unless **You** tell **Us** and **We** agree to cover **Your Contents** at the new address.

Your Contents are covered, while being transported by road to **Your** new address, for loss or damage sustained as a direct result of:

- fire on the conveying vehicle;

- collision and/or overturning of the conveying vehicle; or
- theft following violent and forcible entry to the conveying vehicle.

Tax audit

We will pay for the fees that **You** must reasonably pay to an accountant when the personal financial affairs of an individual person named on the **Insurance certificate** are audited by the Federal Commissioner of Taxation.

You must advise **Us** of any such audit prior to the fees being incurred. The most **We** will pay during any one **Period of insurance** is $5,000.

We will not pay claims for:

- any audit that relates to a criminal prosecution;
- fees where the final assessment of **Your** taxable income for the period being audited is 20%, or more, higher than **Your** original declaration;
- fees performed by **Your** accountant outside the time limits allowed by the Federal Commissioner of Taxation;
- any fines, penalties or adjustment of taxation; or
- any audit where notice of the audit was given to **You** prior to the inception of this **Policy**.

Optional benefits

Specified Valuables cover

The cover provided by this optional benefit will only apply if **Your Insurance certificate** shows that **You** have purchased Specified **Valuables** cover.

If **You** have purchased Specified Valuables cover **We** will cover accidental loss or damage to the specified **Valuables** listed on **Your Insurance certificate** provided that the accidental loss or damage happens within **Australia** or New Zealand. If the accidental damage or loss happens outside **Australia** or New Zealand, cover away from **Australia** or New Zealand is limited to 120 consecutive days and starts from the time **You** leave **Australia**.

We will not pay more than the sum insured for specified **Valuables** shown on **Your Insurance certificate**.

You are not covered for loss or damage:

- to **Valuables** being used for business;
- to sporting equipment whilst in use;
- to **Valuables** arising from altering, cleaning mending or restoring;
- to brittle items if they break or crack (this does not include precious stones);
- to items for sale, on display, exhibition or consignment; or
- that is restricted to chips, cracks, dents, scratches or other minor damage not affecting the operation of the item.

These exclusions apply in addition to the general exclusions contained in this section under the heading 'What We do not cover'.

Excess

For a claim made under the Home **Building** and **Contents** section, the applicable **Excess** is shown on **Your Insurance certificate**. **We** will not pay for the first $10,000 or 1% of the item sum insured (whichever is the lesser) of each claim caused by earthquake, subterranean fire or volcanic eruption. **You** only have to pay one **Excess** if further damage occurs within 72 hours of such an event.

What We do not cover

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS of this **Policy You** are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of:

- wet or dry rot, rising damp, dampness or atmospheric conditions;
- inherent defects, structural faults, faulty workmanship or faulty design that **You** knew about (or a reasonable person in the circumstances could have been expected to know about);
- poor maintenance;
- tree roots, tree felling or tree lopping on the site;
- insects, vermin or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife;
- any earth movement not caused by earthquake, including erosion, mudslide, collapse, earth shrinkage and expansion other than landslide or subsidence occurring within 72 hours after one of the following:
  - **Storm**, rainwater or wind;
  - explosion;
  - escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or fixed drain;
- water entering **Your Building** through an opening made for any **Building**, renovation or repair work or because of a structural defect, faulty design or faulty workmanship when **Your Building** was constructed;
- water that has seeped or percolated into **Your Building** or has entered **Your Building** because of inadequate maintenance;
- any deliberate action by **You**, others living at the **Location**, or other people who have entered **Your Location** with the consent of **You** or others living at the **Location**, including visitors and tenants;

- any process of cleaning involving the application of heat or the use of chemicals other than domestic household chemicals;
- mechanical breakdown, electronic or mechanical derangement of **Electronic data**, virus, malfunction or processing error;
- electrical or electronic breakdown or malfunction unless directly caused by fire, **Storm**, rainwater, malicious damage or covered otherwise by the 'Electric motor burn out' section of this **Policy**;
- accidental damage caused by or as a consequence of **Building** work exceeding $100,000 including any extensions or renovations. **We** will however pay for accidental damage arising out of work undertaken directly by **You** that exceeds this amount provided that the damage does not result from **You** weakening or removing the **Building**'s support;
- damage to swimming pools or similar structures caused by hydrostatic pressure;
- damage to unpaved or unsealed driveways; or
- damage to any other paved or sealed path or driveway, other than those whose sole purpose is to provide access to the residential **Building** at the **Location**.

You are also not covered for:

- theft from any part of the **Building** which **You** share with another person who is not insured under this **Policy** or from any common or public area at the **Location** (except for items insured under the Optional benefit for Specified Valuables cover);
- malicious damage, vandalism or theft by a tenant;
- poor housekeeping by **Your** tenant or a member of their immediate family or **Your** tenant's invitees;
- any consequential loss or loss of profit;
- loss or damage to unlicensed or unregistered firearms, knives which have a blade longer than five centimetres (other than kitchen knives in **Your Building**);
- loss or damage to unlicensed or unregistered computer software;
- the cost to repair or replace a fixed tank, pipe, drain or other apparatus that burst, leaked, discharged or overflowed;
- the exploration costs to find a leak where there has been no damage to **Your Building** or **Contents**;
- damage to a heating element however **We** will pay for any resultant damage following damage to a heating element; or
- any **Act(s) of terrorism** other than loss or damage arising out of contamination or pollution by chemical, biological or nuclear agents which results from an **Act of terrorism**.

How We will pay Your claim

Buildings

When **We** agree to pay a claim for **Your Building**, following collaboration with **You**, at **Our** option **We** will either:

1. repair or rebuild as new any destruction or damage to **Your Building** caused by an insured event; or
2. pay **You** the cost of repairing or rebuilding **Your Building** as new based on the lesser of:
    a. the cost of rebuilding or replacement less an allowance for depreciation based on the age and condition of the **Building** before the destruction or damage; or
    b. the value of the damaged property before the damage occurred less the value of the property after the damage has occurred.

    We will only pay up to **Your Building** sum insured, or any lesser limit that applies, less any applicable **Excess**.

We will only pay to repair or rebuild that part of **Your Building** that was damaged. **We** do not cover any additional expenses to replace undamaged parts of **Your Building** to create a uniform appearance. Where the original materials used to build **Your Building** are not readily available in **Australia**, **We** will pay for the cost of materials **We** believe to be of a similar kind or quality.

If **Your Building** is heritage listed, subject to a heritage overlay, or of similar kind, and the architectural features and/or structural materials:

- possess an ornamental or historic character; or
- are not readily available,

We will pay the cost necessary to repair, replace, restore or rebuild the **Building** to a reasonably equivalent appearance and capacity using the original design and suitably equivalent locally available materials.

Should **You** not wish to replace or rebuild **Your Building** or have not done so within a reasonable period (within six months of the damage occurring or any other period agreed to by **Us**), **We** will deduct an amount for wear, tear and depreciation.

If **We** agree, **You** may rebuild at a **Location** other than the **Location** at which the damage occurred.

Contents and/or Valuables

When **We** agree to pay a claim for **Your Contents** and/or **Valuables**, **We** will at **Our** discretion, taking in to account **Your** expressed preference, repair or replace any lost or damaged item or pay **You** the reasonable cost of repairing or replacing the item (if unusual circumstances exist), based on the amount that it would have cost **Us**

to repair or replace it provided that cost is available to or actionable by **You**.

We will pay up to **Your Contents** or **Valuables** sum insured, or any lesser limit that applies to the item, group of items or event, less any applicable **Excess**.

Where **We** can, **We** will match materials and items or where this is not possible, use materials and items that in **Our** opinion match as near as reasonably possible.

If the lost or damaged item is part of a collection, **We** will only pay for the repair or replacement of the damaged or lost item.

We will not pay for any resulting decrease in the value of the collection.

Claims for the replacement or repair of damaged fixed carpets will be limited to the passageway, room or stairwell where the damage occurred.

HOME LIABILITY COVER

We will cover **Your** legal liability to pay compensation as a result of an accident caused by **Your** negligence, which occurs during the **Period of insurance**, and causes death, bodily injury or loss or damage to others' property.

Your Insurance certificate will indicate the maximum amount that **We** will pay in total for any event(s) arising directly or indirectly from the one original accident, source or cause. This amount includes all legal costs and expenses incurred with **Our** consent or which **You** have a legal liability to pay. If **We** agree to pay **Your** claim **We** will pay the costs of compensation awarded by a court or a settlement agreed to by **Us** together with **Your** reasonable legal fees and costs that **We** incur on **Your** behalf or that **You** incur with **Our** written consent up to the maximum amount indicated on **Your Insurance certificate** for this section. **You** can only claim for legal fees and expenses if **We** have agreed to them in writing before **You** incur them unless **We** would have authorised these fees and expenses had **You** sought **Our** agreement first.

When We will pay

If **Your** building is insured **We** will pay the amount **You** have to pay for death, bodily injury or loss or damage to others' property:

- arising from **Your** occupancy and ownership of **Your** building and its land; or
- that occurs within the building or **Location** on which it stands.

If **You** have insured **Your** contents, **We** will pay the amount **You** have to pay for an accident that happens:

- anywhere in **Australia**; or
- anywhere in the world. Cover away from **Australia** is limited to 120 consecutive days and starts from the time **You** leave **Australia**.

If **You** have insured **Your** contents and **You** own part of a building that has been subdivided:

- **We** will pay the amount **You** have to pay as owner of **Your** contents or occupier of **Your** part of the building; but
- **We** will not pay for an accident that happens in any common areas of the building.

If **Your** landlord's contents are insured **We** will pay the amount **You** have to pay for death or bodily injury or loss or damage to others' property arising out of a defect in **Your** landlord contents.

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

We will pay the amount **You** are liable to pay following an alleged or actual act or omission that arises from **Your** duties as a committee member of a sporting or social club, however **We** will not pay if **You** receive more than $1,000 per year for holding this position. Any claim made against **You** must occur within the **Period of insurance** stated in **Your Insurance certificate**. The most **We** will pay, including costs, during any one **Period of insurance** is $10,000.

When We will not pay under Home liability cover

We will not pay for fines, penalties, punitive, aggravated or exemplary damages.

We will not cover **Your** legal liability arising out of an occurrence:

- if the liability arises out of or is subject to any workers compensation legislation, industrial award or agreement or statutory accident compensation scheme;
- arising out of any business, trade or profession other than as a landlord of a residential building covered by this **Policy**;
- caused by the ownership, custody or use of any **Aircraft**, gliders, aerial device (other than model **Aircraft** or kites) or **Aircraft** landing area;
- arising out of the use of a motor vehicle, motorcycle, mini-bike or **Watercraft**, other than a:
  - motorised golf cart, ride-on mowers (excluding whilst being used in connection with any business activity), mobility scooter or wheelchair that does not require registration;
  - a surfboard, sailboard or surf ski; or
  - a **Watercraft** which is not a jet-ski that is less than four metres long and does not require registration under state or territory legislation;
- caused by building alterations, additions, demolition

or repairs costing more than $100,000;

- caused directly or indirectly by asbestos or products containing asbestos;
- related to the supply of any alcohol or drugs;
- for which **You** are liable because of the terms of an agreement or contract that **You** have entered into unless **You** would have been liable irrespective of whether the agreement or contract did not exist;
- involving any actual alleged or threatened contamination or pollution of any property, land, the atmosphere or any watercourse or body of water (including groundwater) other than arising from an occurrence which is neither reasonably expected or intended by **You** and is a consequence of a sudden cause which takes place at a clearly identifiable time and place during the **Period of insurance**;
- caused by the ownership of land or buildings other than the insured buildings at the **Location**;
- that causes pregnancy or the contraction or the transmission of any communicable disease;
- caused by or arising from the ownership of jetties, wharves and pontoons, other than for private use;
- caused by or arising from any animal other than a domestic cat or dog including but not limited to riding, sitting on, mounting or dismounting an animal;
- that results in damage to, or loss of property that belongs to, or injury to:
  - **You**, or any member of **Your** family who normally lives with **You**, or any other person who normally lives with **You**;
  - any person **You** employ and that damage or loss arises from their employment with **You**; or
  - property that is under **Your** control, or under the control of any member of **Your** family who normally lives with **You**, or any other person who normally lives with **You**; or
- involving any act or omission that is dishonest, fraudulent, criminal, wilful or malicious; or
- involving a loss that is otherwise insured by **Your** sporting or social club.

MACHINERY BREAKDOWN

Words with special meaning in this section

Breakdown means sudden and unforeseen physical damage to **Machinery** from any cause not excluded which requires repair or replacement to enable normal working to continue.

Cold chamber means any insulated refrigeration or freezer or any room, container or vat that is refrigerated by **Machinery**.

Farm produce means produce of the business which **You** own, or are legally liable for, that is normally kept in cold storage after harvesting or collecting. **Farm produce** does not include milk unless "dairy/milk plant" is shown as insured on **Your Insurance certificate**.

Machinery means the items described under the 'Machinery Breakdown' section of **Your Insurance certificate**. It does not mean computers, printers or **Machinery** attached to printers.

What We cover

If any item or items of **Machinery** or any part of a machine referred to on **Your Insurance certificate** suffers a **Breakdown** during the **Period of insurance We** will indemnify **You** in respect of that loss or damage as provided under the heading 'How We will pay Your claim' in this section.

Additional Benefits

Cover for additional Machinery

Cover is extended to include additional **Machinery** delivered and installed, after the inception of this section of the **Policy** at any of the locations described on **Your Insurance certificate**, excluding items hired by **You**, provided that:

1. the additions must be of a similar type and class as described on **Your Insurance certificate**;
2. the additions must be free from known defects and comply with all applicable statutory requirements;
3. cover will not attach until the additions have become **Your** responsibility and have operated satisfactorily at design load, for eight hours in total;
4. section limits and excesses will remain the same for the additions; and
5. **You** must pay the extra premium required by **Us** for the insurance of the additions.

How We will pay Your claim

If **We** accept **Your** claim, at **Our** option, taking in to account **Your** reasonable interests, **We** will pay either the cost to repair or replace the damaged **Machinery**.

We will also pay the cost of:

1. dismantling, re-erection of **Machinery** and/or **Machinery** parts and removal of debris;
2. replacement of refrigerant lost from an insured item as a direct result of insured damage;
3. charges for overtime and work on public holidays where necessarily and reasonably incurred;
4. freight within **Australia** by any recognised scheduled services; and
5. hire of a temporary replacement item during the time taken to repair damage to any **Machinery** or

Cold chamber.

The maximum **We** will pay for these items 1-5 is limited to 50% of the normal cost of repair payable under this section. **Our** maximum liability inclusive of these additional costs will not exceed the sum insured shown on **Your Insurance certificate**.

What We do not cover

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS of this **Policy** the cover under this entire section does not apply to any loss or damage caused by or arising from:

1. fire, smoke, soot, or chemical explosion (other than an explosion of flue gas in boilers);
2. extinguishing a fire including subsequent demolition or repair work;
3. impact of land borne vehicles, **Aircraft** or **Watercraft**;
4. earthquake, subterranean fire or volcanic eruption;
5. landslip or subsidence;
6. **Storm**, wind, water or **Flood**;
7. water escaping, discharged or leaking from any source which is external to the **Machinery** insured;
8. theft or burglary;
9. intentional or malicious damage;
10. the carrying out of tests involving abnormal stresses including overloading of any insured item;
11. consequential loss or loss of profit; or
12. motors that are more than 15 years old, based on their date of manufacture.

We do not cover the cost of:

1. replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
2. replacement of component parts worn through normal operation of the **Machinery**;
3. adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment;
4. replacement of refractory or brickwork forming part of an insured item unless necessary as part of rectification of insured damage not otherwise excluded under this section;
5. repairs to piping and other ancillary systems due to cracking of pipe work;
6. maintenance work carried out on the **Machinery**;
7. alteration, additions, improvements or overhauls;
8. modification or alteration of insured **Machinery** which has suffered insured damage to enable it to operate with a more ozone friendly refrigerant gas as required by regulatory bodies;
9. replacement or repair, caused by gradual deterioration;
10. replacement of lighting equipment, reticulating electrical wiring, reticulating liquid and gas piping and ducting;
11. damage caused to insured **Machinery** caused by any hydraulic testing;
12. repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections; or
13. damage caused by the movement of foundations, masonry or brick work.

Optional benefit

Deterioration of Farm produce in Cold chambers

The cover provided by this optional benefit will only apply if **Your Insurance certificate** shows this optional cover.

We will cover **You** up to the sum insured shown on **Your Insurance certificate** for loss of or damage to stored **Farm produce** while contained in the **Cold chamber**s cooled by the insured items nominated in **Your Insurance certificate** and caused by deterioration or putrefaction as a result of:

1. **Breakdown** of **Machinery**;
2. sudden and unforeseen failure of the public or private power supply;
3. operation of or failure to operate, controls or protective devices within the refrigeration **Machinery**, other than manual operation or manual setting of controls or protective devices;
4. contamination of the stored **Farm produce** by the accidental escape of refrigerant into the **Cold chamber**; and
5. sudden leakage of refrigerant from the refrigeration **Machinery**.

How We will pay Your claim for deterioration of Farm produce in Cold chambers

We will pay the cost of replacement of the lost or damaged **Farm produce** calculated at its value immediately prior to the loss or damage up to the limits stated on **Your Insurance certificate**.

What We do not cover in relation to deterioration of Farm produce cover

In addition to the exclusions stated in the part of this section headed 'What We do not cover', **We** also do not cover loss or damage:

1. due to shrinkage, inherent defects that **You** knew about (or a reasonable person in the circumstances

could have been expected to have known about) or diseases;

2. caused by improper storage, collapse of the packing material or storage structure;
3. following loss of private or public power supply due to:
   a. the decision by any private or public power supply authority to restrict or withhold supply; or
   b. shortage of power generation fuel or water; or
4. to embryos or semen; or
5. to any living animal, plant, fungus or organism.

Additional conditions applicable to this section

The following conditions apply to this section in addition to the 'General Conditions that apply to every section of the **Policy**':

Minimising Your loss

On the happening of any occurrence which might give rise to a claim under this section **You** must:

1. take all reasonable steps to minimise the extent of the loss;
2. preserve any damaged or defective **Machinery** or items and make them available to **Us** for inspection.

Damaged Machinery

Our liability will cease for any **Machinery** which has sustained loss or damage and is operated without having been repaired in a manner consistent with the generally accepted rules of engineering practice and/ or the manufacturer's specifications.

LAND TRANSIT

Words with special meaning in this section

Conveying vehicle means a road vehicle owned by **You** or in the control of **You** or **Your** employee or a contracted carrier.

Goods means **Farm contents**, produce, **Livestock**, **Hay or grain**, wool, **Farm machinery**, plant and equipment of every description but excluding household furniture, money or personal items.

What We cover

We will cover **You** for accidental loss or damage to **Your Goods**, including theft, while they are being loaded, unloaded or in transit by a road anywhere in **Australia** on a **Conveying vehicle**.

The cover provided for **Livestock** is restricted to death as a result of the collision or overturning of the **Conveying vehicle** or whilst being loaded, unloaded onto or from the **Conveying vehicle**.

Additional benefit

Clean up costs

We will pay for the cost of removing debris following acceptance of a claim under this section if **Goods** are lost or damaged. Subject to the sum insured not being exhausted the most **We** will pay will be 10% of **Your** sum insured noted on **Your Insurance certificate**.

How We will pay Your claim

We will not pay any more than the sum insured shown on **Your Insurance certificate** for this section.

For **Goods** other than **Livestock We** will at **Our** option repair, reinstate or replace **Your Goods**.

For **Livestock We** will at **Our** option pay:

1. the lesser of the sum insured or the **Market value** of the **Livestock** involved; and
2. the reasonable costs of temporary storage of any **Livestock** to prevent straying after the loss or damage.

The maximum amount **We** will pay for any one animal is the lesser of $5,000 or the sum insured for this section.

The maximum amount **We** will pay in total under this section is $60,000 or the sum insured on **Your Policy** for this section whichever is the lesser.

What We do not cover

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS of this **Policy We** will not cover **You** for:

- theft of **Livestock**;
- theft of **Goods** other than **Livestock** unless by forcible entry to a securely locked vehicle owned by **You**; or
- non delivery by a contracted carrier;

In addition, **We** will not cover **You** for loss of or damage which is directly or indirectly caused by the **Conveying vehicle**:

1. being used to carry or tow a load greater than that for which the vehicle was designed;
2. being driven in an unsafe or unroadworthy condition;
3. being used for any unlawful purpose;
4. being driven by a person who is not legally licensed to drive that vehicle in **Australia**; or
5. being driven by, operated by or in the charge of a person who:

- is under the influence of alcohol or any drug;
- has more than the legal limit of alcohol or any drug in their blood; or
- refuses to undergo a legal test for alcohol or drugs.

We will apply exclusions 3, 4 or 5 above where **We** reasonably determine that **You** were aware of, and did allow, the use of the **Conveying vehicle** in the circumstances described. In these situations **We** will cover **You** provided that **You** allow **Us** to use all remedies available under law to recover all costs associated with the loss or damage from the driver of the **Conveying vehicle**.

MOTOR VEHICLE

This section is only covered if it is shown as included in **Your Insurance certificate**.

Words with special meaning in this section

Accident, Accidental or **Accidentally** means an event that **You** did not intend or expect to happen.

Combined unit means **Your Vehicle** and any insured trailer(s) attached to **Your Vehicle**.

Dangerous goods means goods which are classified as "**Dangerous goods**" under the relevant **Dangerous goods** Code in force during the **Period of insurance**, or under any guidelines, notification, code or statute intended to replace or modify that code, including dioxins or polychlorinated biphenyl (PCB) or chemical substances.

Damage or Damaged means sudden and unforeseen physical Damage to, loss or destruction of a **Vehicle** and includes permanent loss by theft. Damage does not include breaking, distortion, seizing, failure or breakdown of a part of **Vehicle** which is caused by a defect of a part, nor does it include wear and tear.

Injury means bodily injury, death, sickness, disease or disability.

Legal liability means the sums **You** shall become legally liable to pay as compensation to a third party in respect of:

- **Injury**; or
- **Property Damage**;

happening during the **Period of insurance**, occurring within **Australia** as a result of an **Accident** in connection with the use of a **Vehicle**.

Limit any one loss means the value stated in **Your Insurance certificate** for '**Limit any one loss**'.

Market value means the amount that **We** reasonably calculate the market would pay for **Your Vehicle**. It takes into account the age, make, model, condition and kilometres travelled by **Your Vehicle** immediately before the event giving rise to the claim.

Property Damage means:

- physical **Damage** to or destruction of tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical **Damage** that caused it; or
- loss of use of tangible property that is not physically **Damaged** or destroyed provided such loss of use is caused by physical **Damage** to other tangible property which first happened during the **Period of insurance**. All such loss of use shall be deemed to happen at the time of the physical **Damage** or destruction that caused it.

For the purposes of this definition tangible property does not include any information, facts, programmes, instructions, commands, **Electronic data**, and anything else stored as or on, created or used on, or transmitted to or from computers or their software, including, but not limited to, systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, **Data** processing devices, networks, clouds, or other media used with electronically controlled equipment.

Repair or reinstate means the indemnity payable by the **Insurer** where the **Vehicle** is not a **Total loss** and shall be calculated as the lesser of the following:

- repairing the **Vehicle** including re-commissioning, re-erecting, and re-installing the **Vehicle** to restore it to a condition equal to its condition immediately prior to the loss or **Damage**;
- the **Market value** of the **Vehicle** immediately prior to the loss or **Damage**; or
- the **Sum insured** of the **Vehicle** as listed on the **Insurance certificate**.

Sum insured means the relevant amount set out for **Your Vehicle** on **Your Insurance certificate** as the maximum amount **You** are insured for. **We** will pay the **Market value** of **Your Vehicle** but no more than the **Sum insured** shown.

Total loss means a **Vehicle** which:

- is lost or stolen and not recovered; or
- is **Damaged** to such an extent it cannot be repaired; or
- **We** consider the cost of repairing to be uneconomical, or greater than the **Sum insured** or **Market value** for that **Vehicle** (whichever is the lesser), less the value of any salvage.

Unspecified mobile plant means machinery and equipment of a similar nature, type and function as those listed on **Your Insurance certificate** and/or that corresponds with **Your Farm business**. It does not include any sedans, utility vehicles, 4x4s and station wagons or

other 'motor vehicles' within the meaning of the *Corporations Regulations 2001* (Cth).

Vehicle means the **Vehicle**(s) listed as being insured on **Your Insurance certificate** that is:

- a mechanically-propelled motor **Vehicle** designed for use on land only and including mobile plant, but not a motor **Vehicle** designed to run on rails;
- a trailer (provided that the number of trailers being towed does not exceed the number permitted by law); or
- a non-motorised machine or implement,

including the standard tools, standard accessories and/or modifications for the **Vehicle** as originally supplied without extra charge by the manufacturer
We will cover other tools, non-standard accessories or modifications complying with the applicable **Vehicle** registration requirements in-force at the time of the loss, up to a maximum of $5,000 or the amount shown in **Your Insurance certificate**. **Vehicle** also includes any option, accessory or modification that **You** have told **Us** about, that **We** have agreed to cover and which is shown on **Your Insurance certificate**.

It does not include any other contents of the motor **Vehicle** or trailer(s) which are not built in.

Types of cover

The cover provided under this section is restricted to loss, **Damage** or liability that occurs whilst **Your Vehicle** is being used for private purposes or in connection with **Your Farm business**.

You may choose to insure **Your Vehicle** under one or more of the following types of cover:

- *Comprehensive Insurance* - covers **Your Vehicle** if it is **Accidentally Damaged** or stolen. It also covers **Your Legal liability** for **Damage** to another person's property;
- *Third Party, Fire and Theft Insurance* - covers **Damage** to **Your Vehicle** if it is burnt or stolen. It also covers **Your Legal liability** for **Damage** to another person's property;
- *Third Party Property **Damage** Insurance* - covers **Your Legal liability** for **Damage** to another person's property; or
- *Fire And Theft Insurance* - covers loss or **Damage** to **Your Vehicle** if it is burnt or stolen. This cover does not provide any protection for **Legal liability**.

All of these covers, with the exception of Fire and Theft Insurance, include limited **Legal liability** protection for injuries or death sustained by another person in an **Accident**. Please refer to the **Legal liability** (Third Party) cover for full details.

Optional Benefits are also available to purchase and, depending on the type of cover selected, may extend or alter the cover available to **You**. Please refer to the Optional Benefits section, together with **Your Insurance certificate**, for full details.

The cover selected by **You**, as well as any Optional Benefits if chosen, will be shown on **Your Insurance certificate**. If cover or benefits are not shown on **Your Insurance certificate**, they are not provided.

What We cover

Subject to the terms, conditions and exclusions of **Your Policy**, **We** will provide cover during the **Period of insurance** for **Your Vehicle** on the following basis:

Comprehensive Insurance

If **Your Vehicle** is listed as being comprehensively insured on **Your Insurance certificate** and it is **Accidentally Damaged** or stolen **We** will, at **Our** option, either:

- **Repair or reinstate Your Vehicle** to a condition substantially the same as, but not better than, its condition immediately before the **Accident** up to the **Market value** or **Sum insured** (as shown on **Your Insurance certificate**), whichever is the lesser;
- replace **Your Vehicle** if it is uneconomical to **Repair or reinstate**, up to the **Market value** or **Sum insured** (as shown on **Your Insurance certificate**), whichever is the lesser; or
- pay **You** the **Market value** or **Sum insured**, whichever is the lesser, if **Your Vehicle** is a **Total loss** as a result of **Damage** it has sustained or if it is stolen and not recovered.

We will also cover **You** for **Your Legal liability** as detailed under the Legal liability (Third Party) cover section below.

Third Party, Fire And Theft Insurance

If **Your Vehicle** is listed as being insured for 'Third party, fire and theft' on **Your Insurance certificate** and it is **Accidentally Damaged** as a result of fire or theft **We** will, at **Our** option, either:

- **Repair or reinstate Your Vehicle** to a condition substantially the same as, but not better than, its condition immediately before the **Accident** up to the **Market value** or **Sum insured** (as shown on **Your Insurance certificate**), whichever is the lesser;
- replace **Your Vehicle** if it is uneconomical to **Repair or reinstate** up to the **Market value** or **Sum insured** (as shown on **Your Insurance certificate**), whichever is the lesser; or
- pay **You** the **Market value** or **Sum insured**, whichever is the lesser if **Your Vehicle** is a **Total loss** as a result of **Accident**al **Damage** caused by fire or theft or if it is stolen and not recovered.

We will also cover **Your Legal liability** as detailed under the Legal liability (Third Party) cover below.

Third Party Property Damage Insurance

If **Your Vehicle** is listed as being insured for 'Third party property **Damage**' on **Your Insurance certificate**, **We** will cover **Your Legal liability** as detailed under the Legal liability (Third Party) cover below only.

We will not cover any **Damage** to **Your Vehicle**, including by fire and theft, under this section.

Fire And Theft Insurance

If **Your Vehicle** is listed as being insured for 'Fire and theft' on **Your Insurance certificate** and it is **Accidentally Damaged** as a result of fire or theft **We** will, at **Our** option, either:

- **Repair or reinstate Your Vehicle** to a condition substantially the same as, but not better than, its condition immediately before the **Accident** up to the **Market value** or **Sum insured** (as shown on **Your Insurance certificate**), whichever is the lesser;
- replace **Your Vehicle** if it is uneconomical to **Repair or reinstate** up to the **Market value** or **Sum insured** (as shown on **Your Insurance certificate**), whichever is the lesser; or
- pay **You** the **Market value** or **Sum insured**, whichever is the lesser, if **Your Vehicle** is a **Total loss** as a result of **Damage** caused by fire or theft, or if it is stolen and not recovered.

We will not cover **Your Legal liability**, howsoever arising, under this section.

Additional Benefits - Comprehensive insurance

If **Your Vehicle** is listed as being comprehensively insured on **Your Insurance certificate** then the following additional benefits are available to **You**, subject to payment of any applicable **Excess**.

Towing costs

If **Your Vehicle** is stolen or **Damaged** in an **Accident** that is covered by this **Policy** and it cannot be driven, **We** will pay the reasonable cost of towing **Your Vehicle** from the **Accident** or recovery **Location** to the nearest repairer qualified to repair **Your Vehicle**.

We will also pay this Additional Benefit if **Your Vehicle** is insured on **Your Insurance certificate** for 'Third party, fire and theft' or 'Fire and theft' and **We** accept a claim for fire or theft **Damage**.

Emergency travelling and accommodation expenses

If **You** cannot drive **Your Vehicle** because it has been stolen or it has been **Damaged** in an **Accident** that is covered by this **Policy** and **You** are more than 200km from the **Location**, **We** will pay the reasonable cost incurred for the:

- necessary travel to return **You** and **Your** family to **Your** home; and/or
- emergency accommodation for **Your** family.

The most **We** will pay for this Additional Benefit is $2,500 any one incident.

Personal effects

If **We** accept and pay a claim for loss or **Damage** to **Your Vehicle**, **We** will also pay up to $2,500 for **Your** personal effects (excluding money) that were either **Damaged** in the **Accident** or were contained in **Your Vehicle** when it was stolen.

Hire car costs following theft

If **Your Vehicle** is a sedan, wagon, utility, panel van or truck with a carrying capacity up to 2 tonnes and it is stolen with such theft covered by this **Policy**, **We** will reimburse **You** for the reasonable cost of hiring a similar **Vehicle** for up to thirty (30) days or to the date **Your Vehicle** is recovered in a useable and roadworthy condition if that is earlier.

Trailer

If **Your Vehicle** is a sedan, wagon, utility, panel van or truck with a carrying capacity up to 2 tonnes, **We** will pay for **Accidental** loss of or **Damage** to a trailer (other than a caravan or camper trailer) attached to **Your Vehicle** at the time of an **Accident** or theft, up to a value of $2,500 or the **Market value** of the trailer, whichever is the lesser, up to an aggregate of $5,000 any one **Period of insurance**.

Temporary repairs

If **We** accept and pay a claim for loss or **Damage** to **Your Vehicle**, **We** will also reimburse **You** for the cost incurred for reasonable temporary repairs to **Your Vehicle** which were necessary to enable **You** to complete **Your** journey.

Replacement or additional Vehicles

If **You** permanently replace **Your Vehicle** or purchase an additional **Vehicle** which is similar to other **Vehicle**s insured by this **Policy** (which includes being of a similar value**)**, **We** will insure that **Vehicle** from the time of purchase.

You must provide **Us** with full written details of the replacement or additional **Vehicle** within 30 days of the purchase and pay any additional premium that is required. The most **We** will pay for this additional benefit in respect of any one **Vehicle** is $250,000 or the purchase price, whichever is the lesser.

Any cover available under this Additional Benefit shall cease after 30 days from the time of purchase.

Leased Vehicles

If **Your Vehicle** is declared a **Total loss** and its **Market value** is less than the amount owing under a valid lease

or financial agreement, **We** will pay an additional amount equal to the difference between the **Market value** and the amount outstanding. **We** will deduct the amount of any repayments which are in arrears or any penalties incurred and/or savings made.

The most **We** will pay for this Additional Benefit is 10% of the **Market value** of the **Vehicle**.

Locks and keys

We will pay for the cost of replacing locks and keys and/or the cost of recoding locks or digital keys or immobilisers if they are stolen from a locked building or secured key cabinet.

The most that **We** will pay for this Additional Benefit is $2,500.

Additional Benefits - Third party, fire and theft insurance and Third-party Property Damage insurance

If **Your Vehicle** is listed as being insured for 'Third party, fire and theft' or 'Third party property **Damage**' on **Your Insurance certificate**, then the following Additional Benefits are available to **You**, subject to payment of any applicable **Excess**.

Uninsured motorist Damage

We will cover loss or **Damage** to **Your Vehicle** arising out of an **Accident** caused by another motorist who does not have insurance cover for **Damage** caused to another person's property. **We** will only consider a claim under this benefit if the other party does not have insurance for **Your Vehicle** and:

- **You** did not cause or contribute to the **Accident**;
- **You** make reasonable attempts to obtain and provide **Us** with the name, address and phone number of the person who caused the **Accident**; and
- **You** make reasonable attempts to obtain and provide **Us** with the registration number of the other **Vehicle** involved.

If **We** accept a claim for **Damage** to **Your Vehicle** under this Additional Benefit, **We** will also pay the reasonable costs of towing **Your Vehicle** if it cannot be driven from the scene of the **Accident** to the nearest place of safety.

The most **We** will pay for a claim under this Additional Benefit is $5,000 in total for any one **Accident**.

Optional Benefits - Comprehensive insurance

If **Your Vehicle** is listed as being comprehensively insured on **Your Insurance certificate** then the following Optional Benefits can be added to **Your** insurance cover for an additional premium. If taken out and cover is provided, the Optional Benefit will be shown on **Your Insurance certificate**.

Excess Free Windscreen Cover

Where **Your Insurance certificate** shows 'Excess Free Windscreen Cover', **We** will pay the cost of replacing or repairing the windscreen or window glass of **Your Vehicle** if it is **Accidentally** broken.

We will only pay this cost if the breakage of **Your** windscreen or window glass involves a fracture extending through the entire thickness of the glass.

The most **We** will pay to have **Your** windscreen or window glass repaired or replaced is limited to the number of times set out on **Your Insurance certificate**.

Unspecified mobile plant (Blanket) Cover

Where **Your Insurance certificate** shows '**Unspecified mobile plant** (Blanket) Cover', and **Your Unspecified mobile plant** is **Accidentally Damage**d or stolen, **We** will, at **Our** option, either:

- **Repair or reinstate** the **Unspecified mobile plant** to a condition substantially the same as, but not better than, its condition immediately before the **Accident** up to the estimated **Market value** immediately prior to the loss or **Damage**;
- replace the **Unspecified mobile plant** if it is uneconomical to **Repair or reinstate**, up to the estimated **Market value** immediately prior to the loss or **Damage**; or
- pay **You** the estimated **Market value** if the **Unspecified mobile plant** is a **Total loss** as a result of **Damage** it has sustained or if it is stolen and not recovered.

The most **We** will pay for a claim under this Additional Benefit is set out in **Your Insurance certificate**.

We will also cover **Your Legal liability** arising from the use of such **Unspecified mobile plant** in connection with **Your Farm business** and first happening during the **Period of insurance** in accordance with the **Legal liability** cover (Third Party) section below.

How We will pay Your claim

When **We** agree to pay a claim for loss or **Damage** to **Your Vehicle We** will, at **Our** option, either:

- repair, reinstate or replace **Your Vehicle** to a condition substantially the same as, but not better than, its condition immediately before the **Accident**; or
- pay the amount of the loss, **Damage** or theft to **You**.

If **Your Vehicle** is listed on **Your Insurance certificate** as being insured on a **Market value** basis, the amount that **We** pay will not exceed the **Market value** at the time of the loss.

If **Your Vehicle** is listed on **Your Insurance certificate** with a **Sum insured**, the amount that **We** pay will not exceed the lesser of the **Sum insured** or the **Market value** at the time of the loss.

Our settlement in the above situations will be reduced by the amount of **Your** entitlement to any input tax credit.

Total loss claims

Your Vehicle is a **Total loss** if it is:

- **Damaged** and **We** consider that the cost of repairing it is uneconomical; or
- **Damaged** to such an extent it cannot be repaired; or
- if it is stolen and **We** consider that all reasonable lines of enquiry to locate it have been exhausted.

Where **Your Vehicle** is a **Total loss** and **You** have been granted indemnity under this section:

- cover under **Your Policy** for that particular **Vehicle** ends and **You** are not entitled to any return premium in respect of the **Vehicle**; and/or
- **We** may elect to take the remains (including any salvageable parts) and ownership of **Your Vehicle** by giving **You** written notice.

When **We** acquire the remains of **Your Vehicle**, **We** immediately acquire an equitable interest in the **Vehicle** to the full extent of **Your** interest in the **Vehicle** (including any interest that may be attributable to any applicable **Excess**).

You are then required to take all necessary steps, at **Your** cost and as soon as reasonably practicable, to transfer the legal title to the **Vehicle** to **Us** or to **Our** nominee and, at **Our** cost, give possession of the **Vehicle** to **Us** or to **Our** nominee. If **You** fail to comply with the above requirements, **We** may reduce the amount of **Our** claim payment in respect of the **Vehicle** by the amount of any prejudice suffered by **Us** as a result of **Your** inaction. (For example, if **Your** failure to comply results in a reduction in **Our** share of the **Vehicle**'s sale proceeds).

We will sell the remains of the **Vehicle** and deal with the sale proceeds on the following basis:

- if the **Vehicle**'s **Sum insured** is less than its **Market value**, **We** will retain the proportion of the proceeds of the sale as the **Vehicle**'s **Sum insured** bears to its **Market value**, and **We** will account to **You** for the balance;
- if the **Vehicle**'s **Sum insured** is 100% or more of its **Market value**, **We** will retain all the proceeds of sale; or
- if any interested party named in **Your Insurance certificate** has an interest in **Your Vehicle**, **We** may pay the claim payment and **Your** share of the proceeds of the sale of the **Vehicle** to that party to the extent of its interest in the **Vehicle** and pay the balance remaining thereafter (if any) to **You**. Distribution of the claim payment in this way will be full discharge of **Our** obligations under the **Policy** and **Our** liability in regard to the loss irrespective of what portion of the payment **You** receive.

Replacement new Vehicle

If **Your** comprehensively insured **Vehicle** is declared a **Total loss** within 1 year (or within 2 years if **Your Vehicle** is a sedan or a utility with a carrying capacity of less than 2 tonnes) of the starting date of the original registration or, if unregistered, the relevant compliance or commission date (whichever is the later), **We** will at **Our** option, replace **Your Vehicle** with a new **Vehicle** of the same make, model or series. **We** will also pay for the on-road costs (excluding registration and compulsory third-party insurance) of the new **Vehicle**.

If a similar replacement **Vehicle** is no longer available, **We** will pay **You** the **Sum insured** as shown on **Your Insurance certificate** or the **Market value** at the time of the **Accident**, whichever is the lesser, less the amount of **Your** entitlement to any input tax credit.

Excesses

At **Our** discretion, **Your Excess** will be:

- paid by **You** to the repairer when **You** pick up **Your Vehicle** after it has been repaired;
- paid by **You** to **Us** once **We** have accepted a claim; or
- deducted from the amount **We** pay **You** in respect of an accepted claim.

You will not have to pay an excess if:

- the **Damage** to **Your Vehicle** was caused by another **Vehicle** and **We** agree that **You** are not at fault, and **You** are able to identify the other **Vehicle** and provide its registration number, the owner's name, home address and phone number; or
- the **Damage** to **Your Vehicle** did not involve another **Vehicle** and **We** agree that **You** are not at fault and **You** are able to identify the responsible party and provide their name(s), home or business address(es) and telephone number(s).

Types of Excess

The types of **Excess** and the amount payable are shown on **Your Insurance certificate**. All **Excess** amounts are GST inclusive.

Depending on the circumstances of the **Accident** the following excesses may apply:

Basic Excess

This **Excess** is listed on **Your Insurance certificate** and is the first amount **You** must pay on each claim.

Driver Excesses

These **Excesses** are payable in addition to **Your** basic **Excess** if, at the time of the **Accident**, the person driving **Your Vehicle** is:

- 21 years of age and under – an additional **Excess** of $1,250 applies;
- 22 to 24 years of age inclusive – an additional **Excess** of $750 applies;

You do not have to pay the driver **Excess** if **Your**:

- **Vehicle** is stolen or **Damage**d as a result of theft; or
- claim relates to replacement of windscreen or window glass under the Optional Benefit for 'Excess free windscreen cover'; or
- claim relates to self-propelled or towed **Farm machinery**.

Tipping Excess

The basic **Excess** shown on **Your Insurance certificate** will be increased by 100% if at the time of an **Accident**, **Your Vehicle** is a tip truck or tip trailer (or coupled with a tip trailer i.e. a **Combined unit**) and the tipping hoist is partially or fully extended.

If **Your Vehicle** was a **Combined unit** at the time of the **Accident** and the claim is solely for **Legal liability** under the Legal liability (Third Party) cover of this section, the basic **Excess** applicable will be that which is the highest basic **Excess** applicable to any insured **Vehicle** forming part of the **Combined unit**.

Additional or imposed Excess

An additional or imposed **Excess** may also be applied to **Your** insurance. If **We** apply an additional or imposed **Excess**, **You** will be advised in writing and the **Excess** will be shown on **Your Insurance certificate**. This **Excess** will apply in addition to any other **Excess** applicable to **Your** claim.

Legal liability cover (Third Party)

The most that **We** will pay for a **Legal liability** claim arising directly or indirectly from any one **Accident** is $20,000,000 or the amount shown on **Your Insurance certificate**, whichever is the lower. This amount includes all legal costs incurred with **Our** consent for which **You** have a **Legal liability**.

If **Your Vehicle** is listed as being insured for '**Legal liability**' on **Your Insurance certificate**, **We** will provide the following cover.

Third Party Property Damage

We will cover **Your Legal liability** to pay compensation for loss or **Damage** to another person's property as a result of an **Accident** occurring during the **Period of insurance**, in **Australia**, and caused by:

- the use of **Your Vehicle**;
- goods falling from **Your Vehicle**; or
- by and during the operation of loading or unloading **Your Vehicle** (excluding the collection or delivery of the load to or from **Your Vehicle** beyond the limits of any road).

We will also pay legal costs and expenses to defend any proceedings arising from loss or **Damage** covered by this **Legal liability** (Third Party) cover provided that **We** have approved the costs and expenses (such approval not to be unreasonably delayed or withheld).

Supplementary Third Party Injury

We will cover **Your Legal liability**, including costs and expenses to defend any proceedings, to pay compensation for **Injury** caused by and arising from the use of **Your Vehicle** during the **Period of insurance**, if **Your Vehicle** is registered for use, and being used, on a public road when the **Legal liability** is incurred, provided that the event or series of related events that gave rise to the **Legal liability**, or any part of it, is not covered or indemnified in any way by any statutory or compulsory insurance policy (or any statutory or compulsory insurance) or any compensation scheme or fund.

Legal liability Exclusions

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY, and the What We do not cover section below, **You** are not insured under this Legal liability cover (Third Party) section for:

- legal costs to defend criminal acts or fines for breaches of road traffic statutes;
- **Your Legal liability** under any contract, or if **You** have agreed to or accepted **Legal liability** without obtaining **Our** prior written agreement first;
- **Damage** to property belonging to **You**;
- **Damage** to property in **Your** care or custody, or the care or custody of any other person covered by this **Policy**;
- **Damage** to the load or contents of **Your Vehicle** or any **Vehicle** towed by **Your Vehicle**;
- any **Legal liability** incurred by or in connection with **Your Vehicle**, or any plant or equipment attached to **Your Vehicle**, if it is a tool or item of equipment and is being used for the purpose for which it was designed, other than for driving on a public road, at the time of the incident giving rise to the **Legal liability**;
- any **Legal liability** arising as a result of **Your Vehicle** causing vibration;
- loss or **Damage** caused by the emission of exhaust fumes or by the application or attempted

application of any material applied or intended for application to land or vegetation;

- any **Legal liability** for loss of use of a **Vehicle** that is not owned by **You**;
- any liability arising directly from any industrial award, 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;
- any liability which is covered by or within the scope of any statutory compulsory insurance or fund, or accident compensation scheme, or insurance required to be effected by or under a law, operating any where in **Australia** governing the payment of **Damage**, compensation or expenses for **Injury**, or the compulsory insurance of any liability for such payment, caused by, through or in connection with the use of a **Vehicle**;
- any amount of the kind that would be insured under a statutory or compulsory insurance policy, or compensation scheme or fund, but which amount is not otherwise payable because it is in excess of the amount recoverable under such policy, scheme or fund because of statutory or other limits on amounts payable for such loss;
- any claim for which **You** are not covered or indemnified in any way under a statutory or compulsory insurance policy or compensation scheme or fund because **You** failed to:
  - insure **Your Vehicle**;
  - register **Your Vehicle**; or
  - comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund (including lodging a claim within the relevant time periods).
- any liability to any person who is:
  - driving or in charge of **Your Vehicle**;
  - an employee; or
  - a member of **Your** family.
- any liability for damages, compensation or expenses for which the right to claim has been abolished or in any way limited by any law;
- any liability arising from the loading or unloading of things on or from a **Vehicle**, except where such loading or unloading occurs on a carriage way or thoroughfare.

What We do not cover

In addition to the GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY and the Legal liability exclusions above (if applicable), **You** are not insured under any part of this Motor Vehicle section if **Your Vehicle**:

- is being driven or operated by or in the charge of a person who does not have a driver's licence when required by law to have one or that person is not correctly licensed to drive **Your Vehicle**. **We** will only apply this exclusion where **We**, acting reasonably, consider that **You** were aware or had reason to suspect that the driver was not licenced or properly licensed, and **You** do not agree that **We** may recover any claim costs from such person, and to use **Your** best endeavours to assist **Us** with that recovery;
- is being driven or operated by or in the charge of a person:
  - who is under the influence of alcohol or any drug;
  - who has more than the legal limit of alcohol or any drug in their blood; or
  - who refuses to undergo a legal test for alcohol or drugs.

  We will only apply this exclusion where **We**, acting reasonably, consider that **You** were aware or had reason to suspect that the driver was affected, or their judgment was impacted, by alcohol or drugs, and **You** do not agree that **We** may recover any claim costs from such person, and to use **Your** best endeavours to assist **Us** with that recovery;
- is being used in an unsafe or unroadworthy condition, being a condition that was known to **You**, or should reasonably have been known to **You**, at the time of the loss or **Damage** or the incurring of the liability;
- is being used in, or for, **Farm contracting activities**, or any purpose other than **Your** private use or business activities declared to **Us** and specified in the **Insurance certificate**;
- is being used in, or being prepared for, experiments, tests, trials, stunts, racing, speed or hill climbing tests, other motor sports, events or demonstrations. This exclusion will not apply if the **Vehicle** is being used as part of a test or trial of some other product as part of the **Farm business** declared on **Your Insurance certificate**, and the **Vehicle** is being used in accordance with its manufacturing and design specifications;
- is carrying passengers for payment unless as part of a private **Vehicle** pooling arrangement;
- is let or hired out by **You**;
- is carrying or towing a heavier, larger or higher load, or carrying more passengers, than the **Vehicle** is designed for, or as permitted by law; or
- is being used for carrying, or otherwise in connection with, a substance identified as "Goods Too Dangerous to Transport" or their equivalent in the

Australian **Dangerous goods** Code. Subject at all times to this exclusion, **We** will pay no more than the amount shown on **Your Insurance certificate** for 'Dangerous goods Liability' for all claims for compensation that arise from the one **Accident** if **Your Legal liability** is caused by the transport or storage of **Dangerous goods**, unless **You** are able to demonstrate on the balance of probabilities, that the **Legal liability** was not caused or contributed to by the **Dangerous goods** or their inherent dangerous nature. Where no amount is shown there is no cover.

Additionally, **You** are not covered in any way under this section for:

- **Aircraft**, helicopters, hang gliders or other any vessel, craft or thing made or intended to fly, move in or through the atmosphere or space;
- asbestos, where asbestos is taken to mean that group of natural fibrous silica minerals that comprises actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite; or that group of man-made mineral fibres that comprises mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres, and includes any products containing asbestos;
- any loss, including indirect or financial loss, because **You** cannot use **Your Vehicle**;
- any penalties, fines, punitive, exemplary, compensatory (including any additional multiplication of such), liquidated or aggravated **Damages**;
- alteration, additions, improvements or overhauls of **Your Vehicle**, unless otherwise covered or specified on **Your Insurance certificate**;
- the failure of:
  - **You**;
  - a director or partner of **You**;
  - a worker; or
  - a person operating the **Vehicle**,

  to service, maintain, use or operate the **Vehicle** in compliance with systems and procedures imposed or recommended by applicable law, Australian Standards, industry standards and manufacturer's and distributor's recommendations or guidelines, unless **You** were unaware or could not reasonably have been aware of such failure to service, maintain, use or operate the **Vehicle** compliantly;
- loss or **Damage** during the application of a tool or process to the **Vehicle** or part thereof during inspection, maintenance, servicing, modification or repair;
- any liability in respect of which **You** have released or waived **Your** right to recovery, indemnity, subrogation or contribution from another;
- any liability arising from the use of any **Vehicle** as a tool of trade;
- scratching or chipping of painted or polished surfaces;
- the cost of repairing structural, mechanical or electrical failures, malfunctions or breakdowns;
- loss or **Damage** to **Your Vehicle** that was in existence prior to the commencement of this **Policy** that **You** knew about (or a reasonable person in the circumstances could not be expected to have known about);
- the cost to repair pre-existing or old **Damage**, faulty workmanship, or incomplete repairs that were carried out prior to the **Accident** that **You** knew about (or a reasonable person in the circumstances could not be expected to have known about) and did not fix which resulted in a claim for loss or **Damage** under this **Policy**;
- loss of use or **Damage** as a result of the lawful seizure of **Your Vehicle**;
- a deliberate, intentional, malicious or criminal act (including theft, misappropriation or conversion) caused by or involving:
  - **You**, or any other person named on **Your Insurance certificate**; or
  - any person who is acting with **Your** express or implied consent;
- any claim that is less than the **Excess** that would have applied if the faultless **Excess** provisions of this **Policy** had not been applicable;
- loss or **Damage** to **Your Vehicle** in excess of its **Market value** or the **Sum insured** as shown on **Your Insurance certificate**;
- the unexpired portion of the registration fee for **Your Vehicle** that is recoverable from the relevant authorities when **Your Vehicle** is a **Total loss**;
- any loss if **Your Vehicle** is a lifting device and is being used in a lifting operation and the load is shared between **Your Vehicle** and any other lifting device;
- any loss while **Your Vehicle** is being used or operated underground or down a hole, unless:
  - without contravening any exclusion, condition or limitation with respect to **Dangerous goods**, travelling through a completed tunnel that is a public road; or
  - being used or operated in a completed or partially completed structure provided the structure, when complete, will be predominantly above ground; or
  - being used or operated in an open pit regardless of whether the bottom of which is below the surface of the ground;
- any loss caused by sonic pressure waves in

connection with **Aircraft** and other aerial devices;

- any loss or **Damage** in respect of:
  - a **Vehicle** being used or operated as a drilling rig or other drilling, tunnelling or trenching equipment being used or operated in or connection with oil, gas or geothermal drilling and/or wells; or
  - drill pipes, collars, rock bits, reamers, core barrels, stabilisers, lugging equipment, casings and tools of any kind while below the rotary table, below ground or underground;
- any loss while **Your Vehicle** is travelling on rails, other than when it is being conveyed as a load;
- any loss outside **Australia** except when **Your Vehicle** is in transit between places within **Australia**;
- any amount of GST, or any fine, penalty or charge that **You** are liable for because of a failure to disclose, or misstatement made by **You**, in relation to **Your** entitlement to an input tax credit for the premium;
- any loss of value (however determined) in relation to **Your Vehicle** after it has been repaired;
- malicious **Damage** or theft of or from **Your Vehicle** after an event giving rise to a claim if reasonable steps have not been taken to protect or safeguard **Your Vehicle**;
- any amount for an insured **Vehicle** that is not owned by **You** while that **Vehicle** is not in **Your** lawful custody or control;
- any amount for loss or **Damage** to **Your** trailer or **Legal liability** arising directly or indirectly from the use of **Your** trailer if there is a Non-Owned Trailer Liability contract of insurance which provides cover for the same trailer;
- any loss or **Damage** to any machinery, equipment, part, accessory or other property which:
  - is a computer or which contains or comprises any computer technology (including computer chip or control logic); and
  - that 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); or
    - arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or **Accidental**;
- placement of a **Vehicle** on a **Watercraft**;
- acts or omission of:
  - **You**;
  - a director or partner of **You**;
  - a worker or employee; or
  - a person operating the **Vehicle**,

  with the intent of causing or with reckless disregard to the risk of causing **Damage**, **Injury** or property **Damage** to any person or property, irrespective of **Your** knowledge;
- defects in design, however this exclusion will not apply to defects that are not known or could not reasonably have been known by **You** at the time of the loss or **Damage** occurring;
- any parts, attachments or equipment that, by their nature, require regular and/or periodic replacement;
- breaking, distortion, seizing, burning, failure or breakdown of any part unless expressly covered;
- the hardening or setting of concrete in, or to, any concrete agitator, bowl, barrel, mixer or pump and/or it's fittings;
- any safety or protective device(s), including any defect(s), unless activated, deployed or otherwise used in the event of **Damage**;
- tyres, including as a result of the application of brakes, normal wear and tear, or **Damage** caused by braking, punctures, cuts or bursting (unless such **Damage** was caused by an **Accident**, theft or malicious act);
- batteries, including as a result of a defect with the batteries, unless the defect was caused by **Damage** to a **Vehicle**; or
- pollution, including loss or **Damage** caused by pollution, being:
  - the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants**;
  - any expenses for the prevention of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants**;
  - testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralising **Pollutants** or their effect; or
  - the actual, alleged, or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** caused by any **Vehicle** that has been discarded, dumped, abandoned or thrown away,

  provided that this exclusion shall not apply to liability for which is directly caused by a sudden, , **Accidental** instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place during the **Period of insurance**. **Our** total aggregate liability for all claims covered in any one **Period of insurance** in respect of this exclusion shall not exceed the limit of liability shown on **Your Insurance certificate**.

Additional conditions

In addition to the GENERAL CONDITIONS THAT APPLY TO ALL SECTIONS OF THE POLICY, the following conditions apply to this Motor Vehicle section.

If any loss, **Damage** or liability results from a failure to comply with any of the below obligations, **We** may refuse to pay the indemnity against that loss, **Damage** or liability, or to significantly reduce any amount payable by the amount of prejudice so suffered.

Operation, Use and/or Maintenance of Vehicles

Cover under this section is subject to **You**, at all times:

- servicing, maintaining, using and operating the **Vehicles** strictly in accordance with any applicable:
  - manufacturers' and distributors' recommendations and guidelines; and
  - systems and procedures imposed or recommended by law, Australian Standards and industry standards;
- ensuring that anyone servicing, maintaining, using or engagement in the operation of the **Vehicles** or substitute **Vehicles** so complies; and
- ensuring that anyone operating or using a **Vehicle** is:
  - qualified to use and/or licensed to operate the **Vehicle**, and adequately experienced to operate, use and maintain (if appropriate) it;
  - before using or operating a **Vehicle**, provided with suitable training in its operation, use and maintenance (if appropriate); and
  - not suffering from a physical or mental impairment of ability to operate, use or maintain the **Vehicle**.

Minimising Your loss or Damage

On the happening of any **Accident** which might give rise to a claim under this section **You** must:

- take all reasonable steps to minimise the extent of the loss or **Damage**; and
- preserve any **Damage**d or defective **Vehicles** or items and make them available to **Us** for inspection. **We** reserve the right to inspect or examine any relevant property or records relating to the **Farm business** including, but not limited to the **Vehicles**, at any time.

Limit any one loss

The most **We** will pay for loss or **Damage** arising out of any one **Accident** or series of **Accidents** attributable to the same cause shall be limited to the **Limit any one loss** stated in **Your Insurance certificate**.

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Contact **Us**:

Allstate Underwriting

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