

# ***Millennium***

Underwriting Agencies

## **Farm Insurance Policy**

*Product Disclosure Statement  
and Policy Wording*

**Product Disclosure Statement (PDS)**  
for Farm Insurance Policy

***Important Notice to the Insured***

*This insurance is a legal contract.*

*Please read it carefully to ensure  
that it is in accordance with  
Your requirements and that You  
understand its terms and conditions.*

*The Insurance Broker or other  
intermediary who arranged this  
insurance should be contacted  
immediately if any correction  
is necessary.*

# Farm Insurance Policy



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# About This Document



## Important Information

***This document contains two separate sections: Part A and Part B.***

### **Part A: Product Disclosure Statement (PDS)**

Part A of this document contains a Product Disclosure Statement (PDS). The PDS is designed to assist You to make informed choices about certain cover, which is available under this Policy.

We are required by law to provide You with a PDS if You employ fewer than 20 people in Your farming Business and are purchasing one of the following products, which are sections of this insurance package:

- Home Building and Home Contents
- Landlord's Residential Protection
- Valuables
- Motor Vehicle (in respect of vehicles with a carrying capacity of less than 2 tonnes designed to carry passengers)
- Personal Accident and Sickness
- Boat

This PDS gives You a summary of the significant benefits and risks associated with each of these covers. Also included in this PDS is information that will apply to all cover under this Policy relating to:

- Privacy
- General Insurance Code of Practice
- How to Make a Claim
- Dispute Resolution
- Taxation Implications
- Cancelling Your Policy
- Cooling-off Information

### **Part B: Policy Terms & Conditions**

Part B of this document contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It is Part B which forms part of Your legal contract with Us.

If We issue You with an insurance Policy, You will be given a Coverage Summary. The Coverage Summary sets out the specific terms applicable to Your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Coverage Summary We send to You form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product, please contact Your Financial Services Provider.

### **About Millennium Underwriting Agencies Pty Ltd**

Millennium Underwriting Agencies Pty Ltd (ABN 38 079 194 095, AFS Licence No. 246721) is part of the MGA Whittles Group of Companies.

Established in 1998, Millennium Underwriting Agencies Pty Ltd is an insurance claims and underwriting facility offering market leading policies.

### **Association with an Insurance Broker**

We have an association with MGA Insurance Brokers Pty Ltd (ABN 29 008 096 277).

MGA Insurance Brokers Pty Ltd and Millennium Underwriting Agencies Pty Ltd have some common directors and a proportion of the shares of each company have common ownership.

MGA Insurance Brokers Pty Ltd is a member of the Austbroker Group, and Austbrokers have an equity interest in their business.

# Farm Insurance Policy PDS Part A



## Product Disclosure Statement

### Insurer

Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance (CGU) is the Insurer. CGU's Australian Financial Services (AFS) Licence Number is 227681.

CGU has been providing insurance to Australians for over 165 years and is part of the Insurance Australia Group (IAG).

#### *CGU's contact details are:*

*Tower 2, 201 Sussex Street, Sydney NSW 2000*

*Telephone 13 15 32*

*www.cgu.com.au*

In arranging and effecting this insurance Policy, Millennium Underwriting Agencies Pty Ltd ABN 38 079 194 095, AFS Licence No. 246721 is acting as an agent of the Insurer and not as Your agent.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any major omissions, updates or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to You with the PDS at no cost to You.

### Applying for cover

When You apply for this insurance, We will need You to complete a proposal form. We will use and rely on the information supplied by You to decide the terms of cover We will provide. We provide cover to You on the terms contained in this document, and the Coverage Summary that We issue to You.

The Coverage Summary will contain important information relevant to Your insurance including the Period of Insurance, Your Premium, details of Your property, the Excess(es) that will apply to You and others and whether any standard terms have been varied by way of endorsement.

All of these make up Your "Policy" with Us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

Before expiry, We will send You a renewal notice which tells You whether We will renew and on what terms. The renewal notice will tell You what is required.

### Services provided by Insurance Australia Limited (IAL) and General Advice Warning

IAL is an Australian Financial Services licensee (No. 241461) and is authorised under its licence to deal in and provide general advice on this insurance.

Any advice We or Our representatives provide is general only and does not take into account Your personal objectives, financial situation or needs. Because of this You should, before acting on the advice, decide if it is right for You and consider the information contained in this document carefully.

Employees of IAL are paid an annual salary and possibly bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to You unless they tell You otherwise.

### Confirming Transactions

You may contact Us in writing or by phone to confirm any transaction under Your insurance if You or Your adviser do not already have the required Policy confirmation details.

### Significant Benefits and Features

This insurance Policy offers You a choice of cover.

You can choose any or all of the following including:

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| • Home building and home contents | • Landlord's Residential Protection |
| • Valuables                       | • Motor Vehicle                     |
| • Personal Accident & Sickness    | • Boat                              |

There are also other types of cover You can choose from. The types of cover You have chosen will be shown on Your Coverage Summary

### Home Building, Home Contents and Valuables

We believe the most significant benefits of these sections of this insurance Policy are that it protects:

- Your financial investment in Your home buildings and contents if they are lost or damaged due to an insured event
- You for Your legal liability to third parties if they claim against You for compensation or expenses which You become legally liable to pay.

## Part A / Product Disclosure Statement

You have a choice of insured events cover or accidental damage cover:

Insured events covers Your home and contents up to their sums insured, during the Period of Insurance, against loss or damage caused directly by any of the following 'Insured Events':

- breakage of fixed glass, shower base, sink, bath, lavatory pan or cistern if the building is insured, or of any glass forming part of an item of furniture or, domestic telephones, if the contents are insured
- bursting, leaking, discharging or overflowing of fixed basins, shower bases or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind
- earthquake
- fire or explosion
- flood
- Impact (*for example by a vehicle, Aircraft, an animal, a tree or part of a tree*)
- lightning or thunderbolt
- riot or civil commotion
- Storm or Rainwater
- theft
- vandalism.

An optional extension is available providing cover for loss, theft or damage to valuables:

- anywhere in Australia or New Zealand, and
- for up to 90 days, anywhere in the world.

Accidental damage covers Your home and contents up to their sums insured, during the Period of Insurance, against:

- (a) accidental loss or damage (*including events such as storm, fire, earthquake, and theft*) but not loss or damage caused by tenants (*their families*) or their visitors
- (b) malicious damage.

Both Insured events and Accidental damage cover:

- (a) Fusion of an electric motor
- (b) spoilage of food in domestic refrigerators or freezers if Your contents are insured.

Legal liability for \$20,000,000 which includes:

- (a) liability for You or any member of Your Family in respect of ownership of Your home (where Your home is insured under this Policy or where Your home is a strata title residence and Your contents are insured under this Policy)
- (b) personal legal liability anywhere in the world for You or any member of Your Family (where Your contents are insured).

The Policy provides the following additional benefits:

- extra costs of reinstatement necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the home
- fees incurred directly in relation to repair or replacement of the home
- loss of rent or temporary accommodation if the home is so damaged by an insured event that it cannot be lived in or let to tenants
- removal of debris
- Temporary Removal of contents.

**The Policy does not cover certain things**

**Claims may be refused in certain circumstances. Please refer to the Home Building and Home Contents section and the Valuables section of the Farm Insurance Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.**

**The Policy will NOT cover loss or damage:**

1. intentionally caused by You or a member of Your Family or a person acting with Your consent or the consent of Your Family
2. resulting from or caused by:
  - inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
  - the action of the sea, high water, tidal wave
  - wear, tear, rust, corrosion, depreciation or gradual deterioration or mildew; or
  - mould or algae, unless resulting from or caused by an insured event.

**The Policy will NOT insure You**

or Your Family against liabilities arising from:

1. any agreement, unless liability would have attached to You or Your Family if that agreement did not exist
4. building work, construction, erection, renovation, alterations and additions or demolition of a building, including the home if the value of the work exceeds \$100,000
2. death or bodily injury to You or to any person who normally lives with You
3. the conduct of any activity carried on by You or Your Family for reward except letting the home for domestic purposes or babysitting on a casual basis.

The Policy will not insure You or Your Family against fines, penalties, or punitive, aggravated or exemplary damages.

**These are only some of the events that are not covered by this insurance. Please read the Home Building and Home Contents section and the Valuables section of the Farm Insurance Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.**

**The amount of any claim may be reduced :**

- (a) where an excess applies (any applicable excess will be shown in Your Coverage Summary)
- (b) where the claim is for damage caused by Storm, rain or wind to retaining walls, free standing walls, gates and fences and We apply depreciation based on their age and condition
- (c) where the claim is for Fusion and We apply depreciation because of the age of the motor
- (d) where You do not comply with a condition of this Policy and this contributes to any loss or damage
- (e) where You have not requested the insured value of any item to be specified in the Policy and where the value of that item exceeds any applicable sum insured sub limit.

Please refer to the General Conditions in Part B of this document.



## Part A / Product Disclosure Statement

### General conditions include:

#### Alteration of risk

You must tell Us about any changes in the nature of the risk which occurs during the Period of Insurance and which increases Our risk. If You fail to do so, We may cancel the Policy.

#### Landlord's Residential Protection

##### Summary of cover and other significant matters

By way of summary, the principal covers available are:

- cover for accidental loss of or damage to Your insured Building occurring during the Period of Insurance (Section 1 – Building Cover);
- cover for accidental loss of or damage to Your insured Contents occurring during the Period of Insurance (Section 2 – Contents Cover);
- cover for damage caused by Tenants occurring during the Period of Insurance. This cover is only available if Building and/or Contents cover is specified in the Coverage Summary (Section 3 – Damage caused by Tenants Cover);
- cover for loss of rent as a result of a Tenant's default in rent occurring during the Period of Insurance, up to 15 weeks rent or \$10,000, whichever is the lesser. This cover is only available if Building and/or Contents cover is specified in the Coverage Summary (Section 4 – Tenants Rent Default Cover);
- cover for loss of rent as a result of loss or damage to Your Building where Your Building is not covered under section 1 during the Period of Insurance (Section 5 – Loss of Rent for Tenanted Properties); and
- cover for legal liability You and certain other persons incur for accidental death or bodily injury to certain other persons or accidental damage to certain other person's property. This cover is only available if You have taken Building and/or Contents cover (Section 6 – Legal Liability Cover).

Refer to each Cover Section for details of the basis on which We settle any claim.

You need to make sure that You are happy with the extent of cover provided by this insurance. If not, You may not get the cover You require.

We only provide cover up to the amount(s) and limits and Sum(s) Insured specified in Your Policy and subject to its other terms, conditions and exclusions. All amounts insured exclude GST.

An Excess may apply if You make a claim. An Excess is the part of a claim You must contribute and is payable for each Occurrence covered by this insurance. An Occurrence is one or a series of Occurrences arising out of one cause.

#### *If an excess applies when You make a claim We will:*

- deduct the excess from any claim payment, or
- request You pay the excess to Us, or to the repairer or supplier.

If We request You pay the excess, We will tell You who to pay and may require payment as part of the finalisation of Your claim.

The type and amount of Excess is shown in Your Policy (usually in this document and the Coverage Summary). We agree on the amount of the Excess(es) with You when You apply for this insurance and the Excess may vary according to where You live and Your insurance history.

For example, Your home has suffered severe damage as a result of Storm passing over Your suburb. If Your Policy or Coverage Summary mentions that You have a \$100 Excess, then Our claim payment reimbursing You for the overall loss will be reduced by \$100.

If You do not adequately insure Yourself for Your potential loss, You may have to bear the uninsured proportion of any loss Yourself.

We only cover Your interest in the insured property unless We specifically include cover for the interest of a third party.

Please note in particular General Condition 8.2 which restricts Your cover if Your Building or Situation is left unoccupied for a period of 60 days or more.

#### **We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular:**

- where an exclusion applies;
- if You do not comply with the terms and conditions of Your Policy;
- if You make a misrepresentation; or
- if You make a fraudulent claim.

The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy

We also may cancel Your Policy in certain circumstances permitted by law e.g. if You fail to comply with a condition.

#### Motor Vehicle

We believe the most significant benefits of this section of the Policy are that it protects:

##### **If You choose comprehensive cover – (Cover 1)**

- (a) Your financial investment in Your motor vehicle if it is stolen, or lost or damaged due to an incident which is covered by the comprehensive cover section of this Policy
- (b) You for Your legal liability to third parties in the event of an incident which is covered by the third party property damage cover section of this Policy.

##### **If You choose Third Party Property Damage – (Cover 2)**

- (a) You for Your legal liability to third parties in the event of an incident which is covered by the third party property damage section of this Policy.

##### **If You choose Third Party Fire and Theft cover – (Cover 3)**

- (a) Your financial investment in Your motor vehicle if it is stolen, or lost or damaged due to fire, explosion or lightning
- (b) You for Your legal liability to third parties in the event of an incident which is covered by the third party cover section of this Policy.



## Part A / Product Disclosure Statement

### If You choose Fire and Theft cover – (Cover 4)

- (a) Your financial investment in Your motor vehicle if it is stolen or damaged by fire.

### If You choose Loss of Use cover – (Cover 5)

- (a) weekly benefit if Your claim for Accidental Damage has been accepted for selected vehicles under Cover 1 – Comprehensive

### The Policy does not cover certain things

**Claims may be refused in certain circumstances. Please refer to the Motor Vehicle section of the Farm Insurance Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.**

**The Policy will NOT cover any loss, damage or legal liability occurring if Your vehicle:**

1. is being driven by anyone:
  - who does not hold an appropriate driving licence or
  - who is under the influence of alcohol or drugs or
  - whose blood alcohol reading exceeds the legal limit, or
  - who following an accident, refuses to provide or allow the taking of a sample of breath, swab, blood or urine for testing analysis as required by the law of any state or territory in which the accident occurred.
2. is being used to carry more passengers or carrying or towing a heavier load than it was designed for and that caused or contributed to the loss, damage or liability
3. is being used when it is in an unsafe or unroadworthy condition and that caused or contributed to the loss damage or liability and You knew or should have known that it was unsafe or unroadworthy.

### The Policy will NOT cover Your vehicle for:

1. damage to its tyres (unless it is classed as a mobile Farm Machine) caused by the application of brakes, road punctures, cuts or bursting unless caused as a result of an incident covered under the type of cover You have selected or people acting maliciously
2. depreciation, wear, tear, rust or corrosion
3. failure or breakdown of a structural, electrical, mechanical or electronic nature.

The Policy will not cover Your vehicle or any loss, damage or legal liability arising out of Your failure to comply with a condition of this Policy.

**These are only some of the events that are not covered by this insurance. Please read the 'Motor Vehicle' section of the Farm Insurance Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.**

### The amount of any claim may be reduced:

- (a) where You have not requested the insured value of any item to be specified in the Policy
- (b) where an excess applies. 'Excess' means the amount You will be required to contribute to any claim You make under this Policy. Depending on the age or experience of the driver and whether You have told Us about them and We have noted them on the Coverage Summary, You may have to contribute more than one excess. If We accept Your claim, We will deduct the excess shown in Your current Coverage Summary from any amount We pay under Your claim.

Standard Excess is the amount You will be required to contribute to every claim.

Age or Inexperienced Driver Excess is in addition to the standard excess and applies where a vehicle is driven by a person:

- under the age of 25 years or
- aged 25 years or more but who has not held a driver's licence for 2 or more years.

This excess does not apply if the only damage to Your vehicle is a broken windscreen, or window glass, or caused by hail damage.

There are some circumstances where this excess will not apply. Please refer to the section headed 'When No Excess Applies' in the Motor Vehicle section in Part B of this booklet

### Personal Accident and Sickness

We believe the most significant benefits of this section of the insurance Policy are that it offers cover for losses resulting from an accident or illness.

**This section provides a choice of cover. You can choose any or all of the following types of cover:**

- (a) Capital Benefits
- (b) Weekly Benefits – Injury
- (c) Weekly Benefits – Illness.

### The Policy provides:

1. lump sum payments (if You have chosen cover for capital benefits) for accidental death and other listed conditions, and
2. periodic payments (if You have chosen cover for weekly benefits – injury or weekly benefits – illness) to replace income that is lost following an accident or an illness.

### The Policy does not cover certain things

**Claims may be refused in certain circumstances. Please refer to the Personal accident and sickness section of the Farm Insurance Policy Terms and Conditions which follow this PDS for full details of the terms and conditions of cover and exclusions.**

## Part A / Product Disclosure Statement

**The Policy will NOT cover You** if a claim arises directly or indirectly out of any of the following:

- (a) **Capital Benefits**
  - Illness (except blindness and permanent paralysis of 2 limbs)
- (b) **Weekly Benefits – Injury**
  - illness
- (c) **Weekly Benefits – Illness**
  - injury
  - HIV or any condition caused by HIV including AIDS
  - pregnancy, childbirth or miscarriage.
- (d) **We will NOT pay for any claim** under any section of the Policy if the claim arises directly or indirectly out of any of the following:
  - driving a motor vehicle while having a percentage of alcohol and/or drugs in Your breath or blood in excess of that permitted by law
  - driving or riding in any kind of race
  - flying or other aerial activity unless as a passenger on an Aircraft authorised to fly under all laws and regulations which relate to the safety of the Aircraft
  - intentional self injury or suicide or any attempt at suicide
  - motor cycling except for agricultural or pastoral purposes
  - participating in or training for any professional sport unless We agree and You pay any extra premium We require
  - practice for or playing organised football of any kind unless We agree and You pay any extra premium We require.

**These are only some of the events that are not covered by this insurance. Please read the Personal Accident and Sickness section of the Farm Insurance Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.**

### **The amount of any claim may be reduced**

The amount of any claim made against this section of the Policy may be reduced where an excluded period of claim applies. An excluded period of claim is the number of days after medical treatment by a registered medical practitioner, for which We will not pay any benefits. An excluded period of claim will apply where You have chosen cover for Weekly Benefits – Injury or Weekly Benefits – Illness.

### **Boat**

We believe the most significant benefits of this section of the Farm Insurance Policy are that it protects:

- (a) Your financial investment in Your boat up to an agreed value if it is lost or damaged due to an accident
- (b) You for Your legal liability to third parties in the event of an accident.

Optional extensions are available and need to be considered should You intend to use:

1. equipment for fishing and or water sports on Your boat
2. Your boat for permanent living accommodation.
3. Your boat for water skiing and/or aquaplaning activities
4. Your boat in any yacht races (*either club or club social*).

The Policy provides:

- (a) Agree Value cover for boat equipment and accessories
- (b) third party cover for \$10,000,000.

### **The Policy does not cover certain things**

**Claims may be refused in certain circumstances. Please refer to the Boat section of the Farm Insurance Policy Terms and Conditions which follows this PDS for full details of the terms and conditions of cover and exclusions.**

**The Policy will NOT cover loss or damage or any third party liability:**

1. caused by faulty design or construction of Your boat.
2. caused by mechanical, structural, electrical or electronic failures. The resultant damage to Your boat due to the failure will be paid for but the cost of repairing or replacing the item that failed will not
3. caused by normal wear and tear or depreciation
4. if intentionally caused by You or a person acting with Your express or implied consent unless required by law
5. if You do not keep Your boat in good order and repair or in a proper state of seaworthiness and in compliance with any statutory requirements or do not take reasonable precautions when using Your boat, and such failure caused or contributed to the loss, damage or liability
6. if Your boat is under major hull repair or undergoing alteration unless You have specifically requested cover and We have agreed to cover it.

The Policy will NOT cover loss or damage to sails and protective covers caused by the force of wind unless there has also been damage caused to the masts, spars or the boat has stranded or collided.

**These are only some of the events that are not covered by this insurance. Please read the Boat section of the Farm Insurance Policy Terms and Conditions which follows this PDS for full details of all relevant Policy exclusions.**

### **The amount of any claim may be reduced**

The amount of any claim made against the Policy may be reduced:

1. where an excess applies (*any applicable excess will be shown in Your Coverage Summary*)
2. where You have not requested the insured value of any item to be specifically specified in the Policy.

## Part A / Product Disclosure Statement

### Significant risks–

#### Home Building, Home Contents, Valuables, Motor, Personal Accident and Sickness and Boat

##### This product may not match Your expectations

This product may not match Your expectations (for example, because an exclusion applies). You should read the PDS (Part A of this booklet) and the Policy Terms and Conditions (Part B of this booklet) carefully.

Please ask Your Financial Services Provider if You are unsure about any aspect of this product.

##### Your sum insured may not be adequate

#### Home building, home contents and valuables

If You select replacement or reinstatement conditions for home and contents, claims are settled without contribution for age, depreciation or wear and tear. This means it is important that the sums insured You select cover the cost of replacing Your home and contents on a new for old basis (except where specifically stated otherwise). The sums insured that You select must make allowance for structural improvements (such as sheds, pergolas, and Fencing), GST and any additional benefits that are included in the sum insured (for example: costs of removal of debris, architects fees).

It is important that You read the sub-limits in the Terms and Conditions for items such as works of art, antiques, items of jewellery, collections, office equipment and cash. If You have an item or a group of items that will cost more than the sub-limit to replace, then You will need to nominate that item to ensure that it is covered for more than the sub-limit.

For example, there is a sub limit on jewellery of \$10,000 per item and 25% in total. If it would cost more than this to replace Your jewellery as new, then You must specify Your jewellery items to ensure that You are covered for their full value.

#### Motor vehicle

It is important that You ensure all accessories and equipment insured are separately listed on the Coverage Summary with their respective values otherwise the maximum amount We will pay for any part or item will be its current Retail Value.

#### Personal accident and sickness

To ensure that the amount of insurance is adequate to cover losses in the event of a claim, You should establish an adequate sum insured when initially arranging cover and also take care to amend the sums insured when Your situation changes.

If You have chosen cover for Weekly Benefits – Injury or Weekly Benefits – illness and You apply for a Weekly Benefit sum insured that is less than the earnings You stand to lose, Your periodic payments will be capped to the weekly sum insured You choose.

#### Boat

This Policy is an Agree Value policy. A separate Agree Value will apply to each of the hull, equipment and accessories where specified on the Coverage Summary.

This means it is important that You ensure all items insured are separately listed on the Policy with their respective Agree Values otherwise the maximum amount We will pay for any part or item will be its current Retail Value.

#### Overdue Premium

You must pay Your premium on time otherwise Your Policy may not be valid.

If You have not paid by the due date or Your payment is dishonoured, this Policy may not be valid and there may be no cover in accordance with the section headed 'How You can pay Your premium' in Part B (*Terms and Conditions*).

For more detailed information regarding payment options refer to the section headed 'How You can pay Your premium' in Part B (*Terms and Conditions*).

#### A claim may be refused

We may refuse to pay or reduce the amount We pay under a claim if You do not comply with the Policy conditions, or if You make a fraudulent claim.

The course of action We take when You do not comply with these conditions will be considered in each circumstance based on what impact or effect Your failure to meet Your responsibilities caused or contributed to the claim.

#### The cost of this Insurance Policy

The total premium is the amount We charge You for this insurance Policy. It includes the amount which We have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on Your Coverage Summary.

When calculating Your premium We take a range of rating factors into account. These factors, and the degree to which they affect Your premium, will depend upon the information You provide to Us.

The following factors have a significant Impact on the calculation of Your premium:

#### Home buildings, contents and valuables

- sums insured
- type of cover selected
- the location and construction of the home
- the age of the oldest insured person
- whether the home is occupied by You as a principal residence or in some other manner
- previous insurance and claims history.

## Part A / Product Disclosure Statement

### Motor vehicle

- type of cover selected
- the make and model of the insured motor vehicle
- the age of the insured person
- the place where the motor vehicle is usually parked
- previous insurance and claims history of You and any other drivers.

### Personal accident and sickness

- the type of cover selected
- sum insured
- age of the insured person.

### Boat

- make, model and type of boat
- construction
- maximum speed (powered craft)
- sum insured
- where and how You use Your boat.

A quote for premium may be obtained from Your Financial Services Provider.

### Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth) and its principles when collecting and handling Your personal information. We have developed a privacy policy which explains what sort of personal information We hold about You and what We do with it.

We will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Policy, including any claims You make.

We may need to disclose personal information to Our reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaus, credit reference agencies, Our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting Us and them in providing relevant services and products, or for the purposes of litigation.

By providing Your personal information to Us, You consent to Us making these disclosures. Without Your personal information We may not be able to issue insurance cover to You or process Your claim.

We aim to ensure that Your personal information is accurate, up to date and complete. Please contact Us if You would like to seek access to this information or in order to revise any information We have on record that is incorrect or incomplete. If You have any issues regarding the way We have handled Your personal information You may contact Us. Should You wish to obtain further information about our privacy policies, please contact Us and ask for a copy of our Privacy Policy. From time to time We may advise You of other products or services that may be relevant or of interest to You. If You do not wish to receive this advice, please call Us.

### The General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

#### *The objectives of the Code are:*

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

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

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code or the Code Governance Committee.

### How to make a claim

Please contact Your Financial Services Provider to make a claim. We will only accept responsibility for repairs or payments to third parties under a claim where You have told Us about them beforehand and We have accepted Your claim. Full details of what You must do for Us to consider Your claim are provided in the 'Claims' section in part B of this booklet.

### Complaints –

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

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, please contact Your intermediary in the first instance: If you are unable to contact Your intermediary, You can contact us directly:

*Complaints Officer*  
**Millennium Underwriting Agencies Pty Ltd**  
Email: [claims@mua.com.au](mailto:claims@mua.com.au)  
Telephone: 08 8249 7900  
Mail: 277 Magill Road, Trinity Gardens SA 5068

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

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

**Free Call: 1800 045 517**  
Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

We will contact You if we require additional information or have reached a decision. We will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

## Part A / Product Disclosure Statement

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

**Free Call:** 1800 931 678  
**Email :** [info@afca.org.au](mailto:info@afca.org.au)  
**Mail:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001  
**Visit:** [www.afca.org.au](http://www.afca.org.au)

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

### Compensation Arrangements

IAL is a general insurer authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. We are supervised by the Australian Prudential Regulation Authority (APRA) and subject to the prudential requirements of the Insurance Act 1973 (Cth) (Insurance Act). The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

#### *Because of this:*

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and this Policy. This legislation has been put in place to protect certain eligible persons where a general insurer authorised under the Act fails and is unable to meet its obligations under a Policy; and
- We are exempted by the Corporations Act 2001 (Cth) from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

### Taxation Implications

#### Goods and Services Tax

The Policy has provisions relating to GST. In summary, they are as follows but please read the provisions in full. They can be found in Part B Terms and Conditions, under the heading 'How Goods and Services Tax affects any payments We make'.

1. The amount of premium payable by You for this Policy includes an amount on account of the GST on the premium.
2. When We pay a claim, Your GST status will determine the maximum amount We pay.

#### Other taxation implications

There may be other taxation implications affecting You, depending upon Your own circumstances.

We recommend that You seek professional advice.

### Cancelling Your Policy

#### How You may cancel this Policy

1. You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving the notice to Your Financial Services Provider.
2. Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

#### How We may cancel this Policy

1. We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.
2. We will give You this notice in person or send it to Your address last known to Us.

### The premium

We will refund to You the proportion of the premium for the remaining Period of Insurance.

### Cooling-off information

If You want to return Your insurance after Your decision to buy it, You may cancel it and receive a full refund. To do this You may notify Your Financial Services Provider electronically or in writing within 21 days from the date the Policy commenced.

This cooling-off right does not apply if You have made or are entitled to make a claim. Even after the cooling-off period ends, You still have cancellation rights however Your Financial Services Provider may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

# Farm Insurance Policy Part B



## Policy Terms and Conditions

### ***This Part does not form part of the Product Disclosure Statement.***

#### **Insurer**

Insurance Australia Limited  
ABN 11 000 016 722  
trading as CGU Insurance (CGU)  
AFS Licence No 227681

#### **Our agreement with You**

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy, occurring during the Period of Insurance shown on Your Coverage Summary or any renewal period.

The excesses set out in the section headed 'What You must pay if You make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess that applies to Your Policy will be shown on Your Coverage Summary.

The exclusions in the section(s) headed 'When You are not covered' and conditions in the section headed 'General Conditions' apply to all types of cover.

#### **Your Policy**

Your Farm Insurance Policy consists of Part B (*Terms and Conditions*) of this booklet and the Coverage Summary We give You.

Please read Your Policy carefully, and satisfy Yourself that it provides the cover You require.

If You want more information about any part of Your Policy, please ask Your Financial Services Provider.

You should keep Your Policy Booklet and Coverage Summary together in a safe and convenient place for future reference.

#### **Providing proof**

So that Your claim can be assessed quickly You should keep the following:

- all service and repair records
- documents which substantiate Your earnings
- medical certificates
- receipts or other confirmation of purchase and valuations
- receipts or other confirmation of the purchase of Your vehicle or any accessories.

We may ask You for these if You make a claim.

#### **Other party's interests**

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance.

We will protect their interests only if You have told Us about them and We have noted them on Your Coverage Summary.

#### **How You can pay Your premium**

You can pay Your premium in one lump sum.

If You pay Your premium in one lump sum, You can pay by cash, cheque, credit card (a fee may be charged), or BillPay, or by an arrangement with an accredited premium funder.

#### **Paying Your premium:**

When You take out insurance, You need to pay Your premium by the due date specified on Your schedule. If Your premium is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid.

***If Your premium remains unpaid after the time period specified in the notice We send, We will:***

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

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



## Part B / Policy Terms and Conditions

### Preventing Our right of recovery

If You 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 will not cover You under this Policy for that loss, damage or liability.

### How Goods and Services Tax affects any payments We make

The amount of premium payable by You for this Policy includes an amount of the GST on the premium.

When We pay a claim, Your GST status will determine the maximum amount We pay.

When You are:

- (a) not registered for GST, or are otherwise not entitled to claim an Input tax Credit the maximum amount We pay is the sum insured or the other limits of insurance cover including GST, and the sum insured and other limits of insurance cover shown on Your Policy documentation are inclusive of GST
- (b) registered for GST, We will pay the sum insured/limit of indemnity or the other limits of insurance and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.

We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition.

In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS), and the sum insured and other limits of insurance cover shown on Your Policy documentation are exclusive of GST.

You must advise Us of Your correct Australian Business Number and Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the sum insured or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to Your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

### Words with Special Meaning

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in just one Section of the Policy, We will describe their special meaning in that Section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

#### Aircraft

Aircraft means any vessel, craft or thing made or intended to fly or move in or throughout the atmosphere or space, other than:

- model aircraft or Drones; and
- unmanned tethered balloons used for advertising purposes

#### Coverage Summary

The schedule of insurance, or any alteration schedule We give You.

#### Dangerous Goods

Goods defined by the Australian code for the transport of dangerous goods by rail and road.

#### Drones

A remotely piloted aircraft of mass less than 150 kilograms excluding any payload.

#### Family

- (a) You and Your spouse (legal or de facto), and children who normally live in Your home,
- (b) You and Your spouse's parents who normally live in Your home.

#### Farm

The situation(s) shown in the Coverage Summary at which the Farm Business is conducted.

#### Farm Buildings and/or Fixed Structures

Includes tanks, stockyards, stock races and services attached to Farm Buildings, feed silos, fixed plant that forms part of any Farm Building and windmills, foundation or tank stand, water tank and pipes, solar panel(s) and wind turbine(s) including installation costs as well as the power inverter, electrical wiring, power poles including wiring and equipment, other fixed structures for which the insured is responsible.

**Farm Buildings does NOT include** Fencing, earth or gravel driveways, pathways or other unpaved surfaces, bridges, culverts, canals, dams, reservoirs, railway tracks, tunnels unless specifically agreed otherwise and shown on the Coverage Summary.

#### Farm Business

All activities connected with the running of the business of the Farm.

**Farm Business does NOT mean** contract farming but occasional contract farming is allowed where such contracting in any financial year contributes less than 30% when combined with the annual turnover of Your Farm Business.



## Part B / Policy Terms and Conditions

Farm business does NOT include any activities carried out in or in connection with Your home buildings.

### Farm Contents and/or Unspecified Farm Contents

- (a) All Tools of Trade
- (b) Plant and equipment
- (c) Vehicles spares, parts and accessories whilst not attached to a vehicle
- (d) Drones excluding whilst in use
- (e) items which are used during the normal operation of the Farm Business owned by You or for which You are legally responsible
- (f) Fixed plant in the Open Air which is used in connection with the Farm Business.
- (g) Ultra High Frequency (UHF) communication systems and Global Position Systems (GPS) whilst on or in farm vehicles.

### Farm Contents does NOT include:

- (a) Farm Buildings
- (b) Farm Produce
- (c) Hay, growing plants, animals, birds or fish (however, Pacific Oysters or other molluscs are covered for fire, explosion, lightning, Impact, earthquake and theft)
- (d) Farm Machinery and Mobile Implements and / or Unspecified Farm Machinery
- (e) Aircraft or Watercraft and their accessories
- (f) works of art, curios, antiques, pictures, or
- (g) home contents
- (h) motor vehicles or trailers, caravans or motorcycles which are registered or licensed to travel on a public road or which require compulsory third-party insurance for death or bodily injury under any law, provided that this exclusion will not apply to unregistered trailers or unregistered caravans specified on the Schedule and not otherwise insured under a policy entered into by a third party or required by law.

### Farm Produce

Food and other products grown on the Farm for commercial sale and/or own use.

### Farm Produce does NOT include:

- (a) growing plants, animals, birds or fish
- (b) manufactured or processed products or their containers other than:
  - (i) still wine where the annual turnover from its production does not exceed 20% of the total annual Farm turnover
  - (ii) honey
- (c) semen, embryos or their containers.

### Farm Property

Farm Property means property of every kind and description that You have chosen to insure consisting of items of Farm Buildings, Farm Contents, Mobile Farm Machinery, Farm Produce, Hay, Fencing, Including Farm Property acquired during the current period of insurance. Farm Property includes all such property acquired between time of purchase by You and delivery to the Farm but only whilst in Your possession including transit in Your vehicle within the state or territory of the Farm situation.

However, We will NOT pay claims on property acquired but not disclosed to Us unless it can be reasonably proven it was the intention to insure such property under this Policy and that such property or similar property has been insured in previous years.

Farm Property does NOT include domestic animals, birds or fish.

### Farm Trees

Trees on the Farm existing for the purpose of wind breaks, shelter belts or erosion control including trees planted on driveway and property boundaries.

### Fencing

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

### Flood

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

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

### Fusion

The process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current.

### Genetically Modified or Engineered Organism

A living plant, animal or microbe that has been altered by the addition or modification of a gene through the process of genetic engineering and contains genes or portions of genes from unrelated organisms.

### Gross Combination Mass

The maximum allowed weight of Your truck and trailer combination including the goods carried by that combination.

### Gross Vehicle Mass

The maximum allowed weight of Your vehicle and the goods it can carry.

### Hay and Straw

- **Hay** means any plant material grown for fodder that has been baled, stacked or stored for the purpose of fodder
- **Straw** means the plant material, remaining after harvest, which has been baled, stacked or stored.

### Impact

A collision of two or more objects.

## Part B / Policy Terms and Conditions

### Livestock

Livestock means any type of farm animals specified on Your Schedule. This does not include domestic animals or Working Dogs.

### Market Value

The cost to buy a vehicle or property of a similar type, age and condition to the damaged or destroyed items at the time of the loss or damage:

- (a) adjusted for any special features, and
- (b) having regard to used prices guides and any other relevant information, but excluding costs and charges for registration, stamp duty transfer and any dealer warranty costs.

### Mobile Farm Machinery means:

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

But Mobile Farm Machinery does NOT mean any ATV, RTV or the following registered vehicles; motor cycles, automobiles, utilities, trucks, trailers, caravans, or any vehicle that has been previously economically written-off.

### Occurrence

An event including continuous or repeated exposure to substantially the same conditions or repeated exposure to substantially the same conditions which results in personal injury or property damage which You neither expected nor intended to happen.

### Open Air

Outside a building on the farm and includes:

- non lockable structures, and non lockable part of the home buildings or farm buildings, or
- in or on a motor vehicle, motor cycle, trailer, caravan or tent, whether they are locked or not.

### Pair, Set, Collection

Two (2) or more articles whose collective value exceeds the sum of their individual values.

### Period of Insurance

The dates and times between which We insure You. It is shown in the Coverage Summary.

### Policy

Includes this Policy wording, the Coverage Summary and any future documents issued to You which amend the Policy wording or Coverage Summary.

### Rainwater

Rain falling naturally from the sky including Rainwater run-off over the surface of the land. Rainwater does not mean Flood.

### Replacement Cost

- (a) The reasonable and necessary cost of rebuilding, replacing or repairing any lost or damaged property or item to a condition substantially the same as but not better nor more extensive than its condition when new, *or*
- (b) at Our option, the actual reinstatement, replacement or repair of that property or item.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

### Retail Value

The cost to buy a vehicle of a similar age and condition to the damaged or destroyed item at the time that loss or damage occurred:

- (a) adjusted for any special features or enhancements
- (b) but excluding costs and charges for registration and stamp duty, unless otherwise stated.

### Storm

Violent wind (including cyclones, tornadoes) thunderstorms or hailstorms which may be accompanied by snow or rain.

### Temporary Removal or Temporarily Removed

To remove items from the Farm and return them before 90 days expires. Items removed permanently from the Farm for any period are not Temporarily Removed.

### Tools of Trade

Tools or machines that are used or have been used in the past twelve months for any income earning activity or pursuit.

### Unoccupied Farm

A Farm without a permanent resident.

### Watercraft

Any vessel, craft or anything made or intended to float on or in or travel through water.

### We, Our, Us

The Insurer, through its agent Millennium Underwriting Agencies Pty Ltd ABN 38 079 194 095.

### You, Your

The persons and entities who are named in the Coverage Summary as the Insured. If home buildings, home contents and/or valuables are insured by this Policy, for the purpose of those sections, You/Your also includes Your Family.

# Farm Insurance Policy **Part B**

## *Policy Terms and Conditions*

# B

### **Types of Cover**

***This Policy offers  
You a choice of cover.***

*You can choose any  
or all of the following:*

**Section 1:**  
*Home Building and Home Contents*

**Section 1(a):**  
*Landlord's Residential Protection*

**Section 2:**  
*Valuables*

**Section 3:**  
*Farm Property*

**Section 4:**  
*Livestock and working dogs*

**Section 5:**  
*Farm liability*

**Section 6:**  
*Machinery breakdown*

**Section 7:**  
*Electronic equipment*

**Section 8:**  
*Transit*

**Section (8a):**  
*Carriers Load*

**Section 9:**  
*Motor vehicle*

**Section 10:**  
*Personal accident and sickness*

**Section 11:**  
*Boat*

**Section 12:**  
*General property*

**Section 13:**  
*Theft*

**Section 14:**  
*Business interruption*

*The types of cover  
You have chosen  
will be shown on Your  
Coverage Summary.*

# Farm Insurance Policy Part B

## *Policy Terms and Conditions*



### Section 1 / Home Building and Contents

***This section covers  
loss or damage  
to Home Buildings  
and Home Contents.***

**If You have chosen this cover it will be shown in Your Coverage Summary.**

**Cover 1** – insures loss or damage caused by certain events that are defined in the section.

**Cover 2** – insures all accidental loss or damage.

This section also provides You with a limited cover for Your liability to people who are injured anywhere in the world.

**It does NOT** however cover Your liability to others when the Occurrence arises from Farm Business. Liability arising from Farm Business is covered under the Farm liability section.

#### **What We insure**

We will cover You for loss or damage:

- (a) to Home Buildings and Home Contents which You have elected to insure, depending on the cover You have chosen
- (b) which occurs during the Period of Insurance.

We also provide a limited legal liability cover as set out under 'Your legal liability to others'.

#### **Cover options**

You may choose to insure Your Home Buildings and Home Contents in one of two ways:

##### **Cover 1**

insures loss or damage caused by certain events which are defined in this Section. We call these insured events.

##### **Cover 2**

insures loss or damage caused by any accidental loss or damage.

The cover You have chosen is shown in the Coverage Summary.

#### **Definitions which apply to this section**

Home Buildings means the dwelling used primarily as a place of residence at the Farm shown in the Coverage Summary.

#### **Home Buildings includes:**

- (a) a dwelling described as a holiday home, used by You, Your Family or friends
- (b) fixed light fittings, fixed wall coverings, fixed ceiling coverings and fixed floor coverings
- (c) landscaping, paved pathways and paved driveways, retaining walls, fences and gates entirely or partly on the Site
- (d) outbuildings, fixtures and structural improvements including in ground swimming pools, in ground spas, saunas, tennis courts, jetties and pontoons used for domestic purposes
- (e) services (whether underground or not) that are Your property or which You are liable to repair or replace or pay the cost of their repair or replacement.

## Section 1 / Home Building and Contents

### What 'Home Buildings' does NOT mean:

- (a) a building in the course of construction except for construction, erection, renovation, alterations and additions up to \$100,000
- (b) a hotel, motel, nursing home, boarding house, buildings of flats, strata title unit or caravan *(whether fixed to the Site or not)*
- (c) any building used for any business or trade, except for a dwelling used principally as a place of residence that also contains an office or surgery
- (d) any contents as defined in 'Home Contents means'
- (e) any dwelling used for paid short term accommodation *(other than arrangements agreed to by Millennium such as Bed and Breakfast and/or Farm Stay)*
- (f) a temporary building or structure
- (g) carpets (whether fixed or not), curtains or internal blinds, unless You regularly lease out the home on an unfurnished basis
- (h) earth or gravel pathways or driveways or other unpaved surfaces
- (i) trees, shrubs and any other plant life including grass or lawns *(other than as provided for in Additional Benefit 11)* or soil, sand, gravel, bark or mulch.

### Home Contents means:

items (a) to (g) below, while they are at the Site, and which belong to You or Your Family or for whose loss or damage You or Your Family are legally liable.

- (a) all household goods and personal effects, cash, coins and negotiables.  
  
'Negotiables' means treasury notes, savings certificates, stamps, money orders, gift certificates and any other negotiable instruments
- (b) any of the following equipment if it does not require registration:
  - golf buggies
  - garden equipment
  - motorcycles up to 250cc engine capacity but not whilst being used for racing, or
  - motorised wheelchairs.
- (c) articles of special value which You have listed on the Coverage Summary under 'special contents items'
- (d) canoes, surfboards, surfskis or sailboards, and any other Watercraft up to:
  - 4 metres in length, and
  - under 10 horsepower.
- (e) equipment used in an office or surgery for earning income at the Farm which belongs to You or Your Family or for whose loss or damage You or Your Family are legally liable

- (f) if You are a tenant, landlord's fixtures and fittings for which You are legally liable and any fixtures and fittings installed by You for Your own use
- (g) if You live in a strata title building, the internal paintwork, wallpaper and any fixture or structural improvement within or attached to that residence which the Body Corporate is not required by law to insure
- (h) Watercraft motor:
  - of no more than 10 horsepower, and
  - not attached to a Waterraft, and
  - at the home.

### What 'Home Contents' does NOT mean:

- (a) accessories or spare parts, keys or remote locking or alarm devices of motor vehicles (including motorcycles and motor scooters), caravans, trailers, Aircraft or Watercraft while they are in or on the motor vehicle, caravan, trailer, Aircraft or Watercraft
- (b) Aircraft or their accessories *(other than a non-pilotable model aircraft)*
- (c) any caravan or trailer
- (d) any property
  - illegally in Your possession
  - stored in a dangerous and illegal way
  - connected with growing or creating any illegal substances.
- (e) commercial or retail trade stock
- (f) fish, birds, or animals of any description
- (g) motorised vehicles other than in clause (e), under the heading 'Home Contents means'
- (h) photographic and video equipment and musical instruments or musical equipment used for earning income
- (i) the home or any part of the home, as defined in 'Home Building means'.
- (j) trees, shrubs and any other plant life *(other than potplants)*
- (k) Watercraft other than in clause (f), under the heading 'Home Contents means'.

## Section 1 / Home Building and Contents / Cover 1

### Cover 1 – Insured Events

If You choose this cover We will pay for loss or damage which occurs to Your Home Buildings and Home Contents as a result of the insured events listed in the left column of this table.

We will not pay for the loss or damage described in the right column of this table (or any loss or damage which is otherwise excluded under this section of the Policy).

#### INSURED EVENTS

#### WE WILL NOT PAY FOR

##### Fire or Explosion

##### Loss or damage to any item caused by:

- scorching, melting or charring unless by a visible flame
- the deliberate application of heat.

##### Storm or Rainwater

##### Loss or damage caused by:

- atmospheric of climatic conditions other than Storm
- mildew, algae
- the action of the sea, high water, tidal wave
- water entering the Home Buildings through an opening made for the purpose of alterations, additions, renovations or repair
- water seeping through a wall or floor.

Loss or damage to hail nets or shade cloth.

##### Flood

(**Full Flood** cover applies only in South Australia if indicated on the Coverage Summary. **Limited Flood** cover applies if indicated on the Coverage Summary in all other States and Territories in Australia and in some areas of South Australia)

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

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

**Full Flood** cover means loss or damage to Your buildings and contents caused by Flood up to the sums insured stated in the Coverage Summary.

**Limited Flood** cover means loss or damage to Your buildings and/or contents, excluding swimming pools and spas, caused by Flood up to a maximum of \$10,000 or 5% of the building and/or contents sum insured, whichever is the lesser.

##### Lightning or thunderbolt

Loss or damage caused by fluctuations in the power supply unless there is evidence of a lightning strike.

##### Earthquake

All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one Insured Event.

##### Theft

More than \$1,000 for cash and negotiables.

More than \$2,000 for theft of contents in the Open Air.

##### Loss or damage caused by:

- theft by any person who is living at the Site unless there is evidence that Your home has been entered forcibly and violently
- theft of cash or negotiables, unless there is evidence that Your home has been entered forcibly and violently. 'forcible and violent entry' does not include:
  - entry through a door or window that has been left open or unlocked
  - where the home has been entered with the consent of the owner or occupier of the home.

##### Vandalism

##### Loss or damage intentionally caused by:

- a tenant or tenant's visitors or Family
- You, Your Family or Your Family's visitors.

## Section 1 / Home Building and Contents / Cover 1

### INSURED EVENTS

#### Riot or Civil Commotion

**Action of a civil authority** in attempting to prevent the spread of fire

**Bursting, leaking, discharging or overflowing** of fixed basins, shower bases or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind.

**Water suddenly escaping** from a waterbed or aquarium.

If We accept a claim because damage has occurred as a direct result of the liquid escaping We will also pay the reasonable costs of locating the cause of the damage and the costs of reinstating the property damaged or disturbed in the course of work.

#### Impact by:

- a falling tree or part of a tree
- a mast or a television or radio aerial that has broken or collapsed
- an animal
- a vehicle, an Aircraft or a Waterborne craft
- space debris or debris from an aircraft, rocket or satellite.

'Impact' means a collision of 2 or more objects.

#### Breakage of fixed glass or fixed ceramic material:

- domestic telephones
- for Home Buildings - any fixed glass, shower base, sink, bath, lavatory pan or cistern
- for Home Contents - glass forming part of an item of furniture.

#### Fusion of an electric motor:

The cost of rewinding or at Our option replacing the motor

Our choice will have regard to the circumstance of Your claim and consider any preference You may have

**For refrigerators and air conditioning units** We pay for the replacement of refrigerant gas and refrigerant driers only if replacement of the refrigerant gas or drier is made necessary because of the Fusion

**You will have to contribute towards the cost of repair or replacement including labour charges as follows:**

- any motor up to 15 years from the date of manufacture or rewinding – no contribution
- for each year or part thereof over 15 years of age or last rewinding – 25% per year.

In no case will Your contribution exceed 90% after applying the excess.

#### Spoilage of food If this Policy insures Your contents,

We pay up to \$1,000 for spoilage of food in domestic refrigerators or freezers at the Site caused by:

- Accidental damage to the freezer
- breakdown of the refrigerator or freezer
- Contamination by lubricant oil or refrigerant
- failure of the electricity supply to the home.

### WE WILL NOT PAY FOR

#### Loss or damage which:

- is caused by the porous condition of any tiles grouting or sealant
- occurs gradually over time
- results from water escaping from a shower base not fitted with a tray or water proof membrane.

Repair or replacement of the apparatus, tank or pipe itself.

#### Loss or damage caused by:

- a domestic animal kept on the Farm
- felling or lopping trees on the Farm
- rodents, vermin, birds or insects gnawing, chewing, pecking, clawing, scratching or in any way polluting or contaminating Your home or contents.

- Any item that is chipped or scratched
- Breakage of glass in a picture frame or clock
- Damage to any property other than the broken glass or ceramic material, shower base, basin, sink, lavatory pan, cistern or telephone
- Glass in television sets, radios, visual display units, cellular telephones or any other computer or electronic equipment
- Glassware, crystal, ornaments.

**Repair or replacement** of additional part or service items

#### Loss or damage caused by:

- intentionally switching off or disconnecting the electricity by the supplier.
- strikes.



## Section 1 / Home Building and Contents / Cover 2

### Cover 2 – Accidental Damage

If You choose this cover We will pay for loss or damage which occurs to Your Home Buildings and Home Contents as a result of an event listed in the left column of this table.

We will not pay for the loss or damage described in the right column of this table (or any loss or damage which is otherwise excluded under this section of the Policy).

#### INSURED EVENTS

##### Accidental loss or damage

other than earthquake, Fusion or spoilage of food

##### Breakage of fixed glass or fixed ceramic material

- domestic telephones
- for Home Buildings - any fixed glass, shower base, sink, bath, lavatory pan or cistern
- for Home Contents - glass forming part of an item of furniture.

##### Flood

(**Full Flood** cover applies only in South Australia if indicated on the Coverage Summary. **Limited Flood** cover applies if indicated on the Coverage Summary in all other States and Territories in Australia and in some areas of South Australia)

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

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified
- any reservoir, canal, or dam.

**Full Flood** cover means loss or damage to Your buildings and contents caused by Flood up to the sums insured stated in the Coverage Summary.

**Limited Flood** cover means loss or damage to Your buildings and/or contents, excluding swimming pools and spas, caused by Flood up to a maximum of \$10,000 or 5% of the building and/or contents sum insured, whichever is the lesser.

##### Earthquake

All destruction or damage occurring within a period of 48 hours of the earthquake is regarded as the one Insured Event.

##### Power Surge

#### WE WILL NOT PAY FOR

##### Loss or damage from theft or vandalism

caused by tenants or their visitors.

##### Loss or damage resulting from or caused by:

- a domestic animal kept on the Farm
- mildew or algae
- rodents, vermin, birds or insects gnawing, chewing, pecking, clawing, scratching or in any way polluting or contaminating Your home or contents
- the deliberate application of heat
- water entering the Home Buildings through an opening made for the purpose of alterations, additions, renovations or repair
- water seeping through a wall or floor atmospheric or climatic conditions other than Storm.

##### Loss or damage to:

- hail nets or shade cloth by Storm or wind
- sporting equipment while in use or play
- trees, shrubs or plants which is not sudden, unforeseen and accidental.

- Any item that is chipped or scratched
- Breakage of glass in a picture frame or clock
- Damage to any property other than the broken glass or ceramic material, shower base, basin, sink, lavatory pan, cistern or telephone
- Glass in television sets, radios, visual display units, cellular telephones or any other computer or electronic equipment
- Glassware, crystal, ornaments.

Appliances/Equipment over 15 years old

## Section 1 / Home Building and Contents / Cover 2

### INSURED EVENTS

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

The cost of rewinding or at Our option replacing the motor  
Our choice will have regard to the circumstance of Your claim and consider any preference You may have

**For refrigerators and air conditioning units** We pay for the replacement of refrigerant gas and refrigerant driers only if replacement of the refrigerant gas or drier is made necessary because of the Fusion

You will have to contribute towards the cost of repair or replacement including labour charges as follows:

- any motor up to 15 years from the date of manufacture or rewinding – no contribution
- for each year or part thereof over 15 years of age or last rewinding – 25% per year.

In no case will Your contribution exceed 90% after applying the excess

**Spoilage of food If this Policy insures Your contents,**  
We pay for spoilage of food in domestic refrigerators or freezers at the Site caused by:

- Accidental damage to the freezer
- breakdown of the refrigerator or freezer
- Contamination by lubricant oil or refrigerant
- failure of the electricity supply to the home.

### WE WILL NOT PAY FOR

Repair or replacement of additional parts or service items.

#### **Loss or damage caused by:**

- intentionally switching off or disconnecting the electricity by the supplier
- strikes.

## Section 1 / Home Building and Contents

### ***What We will pay when You insure Home Buildings.***

#### **When You insure Home Buildings We will, at Our option**

- repair, replace or rebuild or pay You the reasonable cost to repair, replace or rebuild, the damaged part of the Building up to its Replacement Cost; or
- pay You up to the Building Sum Insured

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

You may choose to have the Home Buildings replaced at another Site, but We do not pay more than the sum insured.

If Your Home Buildings are damaged beyond economic repair and You do not commence rebuilding within 6 months of the damage occurring, *(or any other period which We agree with You)* You may have to pay any increase in cost caused by Your delay *(to the extent the delay is not caused by Us or Our agent, supplier, repairer, builder or provider)*. Otherwise We will pay the Indemnity Value.

If part of Your home is damaged, We pay only for the part or parts of the home that actually sustained damage.

#### **We do NOT pay to replace any undamaged materials.**

However, if

- it is impossible to acquire new material to replace the damaged material that reasonably matches the undamaged portion to a similar extent as immediately prior to the insured event occurring, and
- the amount of damaged material that cannot be matched to the undamaged material is more than 40% of the total material that would have to be replaced if all the matching damaged and undamaged material was replaced, then We will replace both the damaged and undamaged material.

Where materials that are required to settle a claim that We agree to pay are not commercially available in Australia, at Our option, We:

- replace the material with the nearest equivalent or similar new materials available in Australia or overseas, or
- pay the cost to replace the material with the nearest equivalent or similar new materials available in Australia and overseas.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

#### **Fees**

We will pay any reasonable fees which We have approved and which are incurred directly in relation to repair or replacement of the Home Buildings.

#### **What We will pay when You insure Home Contents**

##### **(a) At Our option We:**

- repair the damaged item, or
- replace the items with items substantially the same as, but not better than when new, or
- pay the reasonable cost of repair or reinstatement to a condition substantially the same as, but not better than when new, or
- pay up to the sum insured shown in Your Policy Coverage Summary.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If Your contents are damaged beyond economic repair, We will pay no more than the reasonable cost of replacement when new even if You have insured for an amount greater than the reasonable cost of replacement when new.

When We pay Your claim for all Your contents being damaged beyond economic repair, the Policy is exhausted and comes to an end. We will not pay more than the total contents sum insured for all contents lost or damaged.

- (b)** If We agree to pay a claim where film, photos, home movies or home videos or any similar recorded material is destroyed, We pay for the replacement of new, blank film, videos or similar.

*(e.g. if a compact disc upon which You had photos stored is destroyed, We would replace it with a new, blank compact disc).*

#### **We do NOT pay to reconstruct any circumstances or conditions.**

- (c)** If We agree to pay a claim where software is lost, damaged or destroyed, We pay the cost to replace it with the nearest equivalent new software.

#### **We do NOT pay for any software that was acquired by You at no cost.**

- (d)** Where an item required to settle a claim that We agree to pay is not commercially available in Australia, at Our option, We:

- replace the item with the nearest equivalent or similar new item available in Australia or overseas, or
- pay the cost to replace the item with the nearest equivalent or similar new item available in Australia or overseas.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

## Section 1 / Home Building and Contents

### When You insure Home Contents

We will pay for loss or damage to the insured items in accordance with the basis of insurance set out in the following table:

WE WILL PAY FOR	Basis of Insurance	EXCEPTION/QUALIFICATION to what We pay
Home Contents	Replacement Cost	
Clothing and linen	Replacement Cost	
Carpets and other floor coverings, curtains and internal blinds	Replacement Cost	<b>We will pay only</b> for items in the room, hall or passage where the damage occurred
Special items listed in the Coverage Summary	Replacement Cost	<b>We will pay no more</b> than the amount shown in the Coverage Summary for each special item
Works of art, pictures, tapestries, rugs, antiques forming part of unspecified Home Contents	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$20,000 <b>Cover 2:</b> Accidental Damage – up to Sum Insured
Items of jewellery, gold or silver articles, fur or watches forming part of unspecified Home Contents	Replacement Cost	<b>Cover 1:</b> Insured Events – \$5,000 per item up to 25% of sum insured <b>Cover 2:</b> Accidental Damage – \$10,000 per item up to 25% of sum insured
Mobile phones, portable electronic equipment	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$1,500 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Hearing Aids	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$1,000 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Laptop Computers	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$5,000 <b>Cover 2:</b> Accidental Damage – up to \$10,000
Collections of any kind forming part of unspecified Home Contents	Replacement Cost	<b>Cover 1:</b> Insured Events – \$5,000 per collection up to 25% of sum insured <b>Cover 2:</b> Accidental Damage – \$10,000 per collection up to 25% of sum insured
Office or surgical equipment used by You or Your Family in Your or their own business on the Farm	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$20,000 <b>Cover 2:</b> Accidental Damage – up to sum Insured
Equipment other than office or surgical used by You or Your Family for earning income	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$20,000 <b>Cover 2:</b> Accidental Damage – up to sum Insured
Accessories or spare parts of motor vehicles, caravans, trailers and Watercraft NOT in or on the motor vehicle, caravan, trailer or Watercraft	Replacement Cost	<b>Cover 1:</b> Insured Events – up to \$1,000 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Bicycles		<b>Cover 1:</b> Insured Events – up to \$5,000 <b>Cover 2:</b> Accidental Damage – up to \$10,000
Cash, treasury notes, saving certificates, stamps, money orders and other negotiable instruments, bullion or documents	Face Value	<b>Cover 1:</b> Insured Events – up to \$1,000 <b>Cover 2:</b> Accidental Damage – up to \$2,000
Home Contents in the open air	Replacement Cost	<ul style="list-style-type: none"> <li>Up to \$2,000 for loss or damage caused by Storm or Rainwater</li> <li>Up to \$1,000 for cash and negotiable securities</li> </ul> <b>Cover 1:</b> Insured Events – no cover <b>Cover 2:</b> Accidental Damage – up to sum insured
Home Contents belonging to any student member of Your Family required to live away from home to receive secondary or tertiary education	Replacement Cost	

## Section 1 / Home Building and Contents

### Additional Benefits

**We provide the following additional benefits 1-13 as part of the sums insured for home and contents, depending on the type of cover You have chosen.**

#### 1. Change of Site

If this Policy insures Your contents and You are moving into a new home within Australia, We insure Your contents at both Sites for a maximum of 30 days. The maximum We pay at each Site will be the proportion of the sum insured that the value of the contents at that Site bears to the total value of the contents at both Sites.

You must tell Us Your new address within 30 days of first moving to it. If You wish to insure Your contents at Your new address after that 30 days, We must agree to insure them at that address.

We will provide this cover provided You pay Us any additional premium We ask and comply with any conditions We impose.

#### 2. Contents being conveyed to Your new residence

The following benefit applies if this Policy insures Your contents in Your primary residence.

We insure Your contents if they are damaged while they are in a vehicle being used to convey Your contents. The damage must occur directly as a result of:

- theft from the conveying vehicle involving the use of violent force
- fire on the conveying vehicle
- collision and/or overturning of the conveying vehicle while Your contents are in transit by road to:
  - Your new, principal place of residence, or
  - a storage facility at which Your contents or some of Your contents will be temporarily located pending conveyance to Your new principal residence within Australia.

**We do NOT insure Your contents:**

- for removal to any residence other than the one intended to be occupied by You as Your principal residence
- for damage to china, glass, earthenware or any other item of a brittle nature
- for damage caused by scratching, denting, bruising or chipping
- for any more than \$5,000 in any one Period of Insurance
- outside Australia.

#### 3. Contracting purchaser

If this Policy insures Your home, and You have entered a contract to sell the home, this Policy insures the purchaser from:

- when they become liable for any damage to the home until the contract is settled or terminated, or
- until the purchaser insures the home whichever happens first.

#### 4. Extra costs of reinstatement

If this Policy insures Your home and:

- it is damaged as a result of an insured event, and
- We agree to pay a claim

We will pay the extra costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing Your home at the Site.

If only part of Your home is damaged, We will pay only the extra costs You incur in repairing that part.

**We will NOT pay any extra costs** which resulted from any notice which a statutory authority served on You before Your home suffered loss or damage.

#### 5. Fees

If this Policy insures Your home and:

- it is damaged as a result of an insured event, and
- We agree to pay a claim.

We pay any reasonable fees which We have approved and which are incurred directly in relation to repair or replacement of Your home.

#### 6. Illegal use of credit card or financial transaction card

If this Policy insures Your contents and a credit card or financial transaction card is lost or stolen, We pay up to \$5,000 towards any legal liability You incur from its unauthorised use.

**We do NOT pay if:**

- the card does not belong to You or Your Family
- You have not complied with the card issuer's requirements, and Your noncompliance caused or contributed to the loss or liability
- the unauthorised user of the card is someone living at the Site.

#### 7. Monitored alarm attendance after theft

If this Policy insures Your contents in Your primary residence, We will pay up to \$1,250 for the reasonable costs incurred for the security firm that monitors Your burglar alarm to attend Your home during or immediately after an actual or attempted theft from Your home if:

- there is evidence of forcible or violent entry
- the theft or attempted theft is not committed by any person who is living at the Site, and
- You report the incident to the police as soon as reasonably possible after the theft or attempted theft occurred.

**We do NOT pay:**

- for any false alarms, or
- where there is no evidence of a theft or an attempted theft, or
- more than \$1,250 in any Period of Insurance.

#### 8. Replacement of documentation

If this Policy insures Your contents in Your primary residence, We will pay up to \$1,000 for the reasonable costs to replace the following documentation directly damaged by an insured event that has caused a claim that We agreed to pay:

- Title Deeds
- Birth Certificates
- A Marriage Certificate
- Passports
- Drivers Licences
- Proof of Age Card.

#### 9. Replacement of locks and keys

We pay up to \$2,500 to replace/alter locks or keys or modify burglar alarms if:

- locks to Your home are damaged, or
- keys to Your home are lost, damaged or stolen from anywhere in Australia.

#### 10. Temporary Removal

If Your Home Contents are Temporarily Removed from the Home Buildings, We will pay:

- (a) up to 25% of the sum insured under unspecified contents where You have chosen the insured events cover option subject to the limits stated in the section 'What We Will Pay When You Insure Home Contents'
- (b) up to the Home Contents sum insured where You have chosen the accidental damage cover option subject to the limits stated in the section 'What We Will Pay When You Insure Home Contents'.

## Section 1 / Home Building and Contents

We insure Your contents anywhere:

- in Australia or New Zealand while You have Temporarily Removed them from the Site, and
- in the rest of the world while You have Temporarily Removed them from the Site, for a period of up to 90 days, in any one Period of Insurance.

For the purpose of this additional benefit 'Home Contents' includes items between time of purchase by You and delivery to the home but only whilst in Your possession including transit in Your vehicle within the state or territory of the home situation.

### 11. Trees, shrubs and plants

If this Policy covers Your Home Buildings, We pay up to \$150 for sudden and unforeseen loss or damage to any one tree, shrub or plant within the homestead block and up to \$1,500 in total in any one Period of Insurance caused directly by an insured event except for accidental loss or damage. We treat all grass and lawn on the Site as one plant.

We only repair or replace trees, plants or shrubs, that as a direct result of the insured event, are so damaged that they die, are permanently disfigured or not recovered after being stolen.

### 12. Visitors' contents

If this Policy insures Your contents in Your primary residence, We also insure contents up to \$5,000 in total belonging to any visitors temporarily living with You at the Site for up to 30 consecutive days.

**We do NOT pay:**

- for visitors' contents that are insured under another policy taken out by someone other than You or Your Family
- for any cash or negotiable instruments.

### 13. Waiver of excess if Your property is a total loss

You are not required to pay an excess if We agree to pay a claim as a result of damage that renders Your home, contents or both beyond economic repair.

**We pay the following additional benefits 14-30 over and above the sums insured for home or contents, depending on the type of cover You have chosen.**

### 14. Automatic reinstatement of sum insured

This benefit applies to the sums insured for home and unspecified contents as shown in Your Coverage Summary.

Following payment of a claim other than a claim for total loss, the sums insured will be reinstated unless You request otherwise or We tell You otherwise.

### 15. Compensation for death

If this Policy insures Your contents in Your primary residence:

- We pay up to \$10,000 to the legal representative of the deceased person in the event of death of You or a member of Your Family normally living with You
- as a direct result of physical injury caused by an event at the Site if the event that caused the death also caused damage for which We agree to pay a claim.

Under this benefit, **We do NOT pay more** than \$10,000 in total in any one Period of Insurance.

### 16. Counseling

We will pay up to \$1,000 for professional counseling if it is required as a result of an insured event at the situation for You or a member of Your Family. We do not insure You or Your Family for any payment that contravenes the National Health Act (1953) or any other legislation.

### 17. Fire fighting

We will pay up to \$7,500 for all costs incurred for:

- (a) extinguishing fire at, near, or threatening to spread to the Farm, preventing or lessening the effect of any such fire,
- (b) gaining access to the Farm after the fire has occurred, or
- (c) replenishing fire fighting equipment.

### 18. Forced Evacuation by Government Authority

If You cannot live at the situation because a Government Authority denies You access, We will pay up to \$5,000 for any increase in Your living expenses that is necessary and reasonable to maintain Your normal standard of living for up to 60 days.

The denial must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this policy. We will not cover loss due to cancellation of a lease or agreement.

### 19. Government Declared Catastrophes

If You have selected **Cover 2 - Accidental Damage**, We will pay up to an additional 20 per cent of the domestic buildings sum insured if they are damaged as a result of an event the Government declares a catastrophe or emergency.

**We will only do this if:**

- Your domestic buildings are considered by Us to be a total loss,
- the increased cost to rebuild or repair Your domestic buildings was caused solely by the event that the Government declares a catastrophe or emergency,
- the cost to rebuild or repair Your domestic building is greater than Your domestic buildings sum insured, and
- You rebuild or repair Your domestic buildings at the situation.

We will not pay the cost necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing Your domestic buildings at the situation.

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

This benefit will not provide any shortfall caused in Your rebuilding costs if You have under insured Your domestic building.

If You have selected **Cover 1 - Insured Events**, this additional benefit does not apply.

#### Example

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

Your Building Sum Insured	\$200,000
Cost to rebuild Your building immediately prior to event	\$250,000
Cost to rebuild Your building immediately after the event	\$270,000
<b>Benefit Payable</b>	<b>\$ 20,000</b>

## Section 1 / Home Building and Contents

### 20. Inflation adjustment

This benefit only applies to the Home and Contents sums insured as shown in Your Coverage Summary.

During each Period of Insurance, We increase the Home Buildings and Home Contents sums insured in line with consumer price index until the next renewal date.

### 21. Legal costs

If this Policy insures Your home, We pay the reasonable legal costs incurred in discharging Your mortgage following settlement of a claim for total loss.

### 22. Legal defence costs

If You occupy the home insured by this Policy as Your primary residence or this Policy insures Your contents in Your primary residence, We will pay or reimburse You for Your legal fees, costs, and expenses which You reasonably incur in legal proceedings initiated against You by a third party (and defended by You) but only where the proceedings are commenced in Australia during the Period of Insurance.

The maximum We pay is \$5,000 for any one claim or series of claims arising from the same cause or event.

#### We do NOT pay or reimburse for proceedings or claims:

- for or relating to fines, penalties, punitive damages
- by Family members including spouse, ex-spouse, partner, or ex-partner
- for or relating to divorce, separation, child visiting, maintenance, property disputes
- for or relating to dishonesty, intentional violence, or misconduct
- for or relating to defamation or slander
- relating to facts or Occurrences, occurring prior to the commencement of the Policy which You knew or ought to have known at the time of commencement of this Policy, would, or might, give rise to a claim
- initiated, threatened or commenced prior to the commencement of this Policy
- under or relating to any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme or compulsory third party insurance
- which could have been made under the Section "Your Personal Legal Liability to Others" if You had chosen to insure Your home (if You own it) or Your contents.

### 23. Limited Flood cover

Notwithstanding anything to the contrary contained in the columns headed "We will not pay for" in **Cover 1 -Insured Events** and **Cover 2 -Accidental Damage**, We will cover loss or damage to Your building and/or contents, excluding swimming pools and spas, caused by Flood up to a maximum of \$10,000 or 5% of the contents sum insured, whichever is less and \$10,000 or 5% of the building sum insured, whichever is less.

### 24. Location costs – escaping liquid

If this Policy insures Your home and We pay for damage caused by liquid escaping from any fixed basin, shower base, or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid, We will also pay the reasonable costs of locating the cause of the damage and of reinstating the property damaged or disturbed in the course of work.

We pay up to \$1,000 to repair the cause of the loss or damage provided such loss or damage has occurred in the home.

### 25. Loss of rent or temporary accommodation

We pay the following benefit if Your home is so damaged by an insured event that it cannot be lived in or let to tenants.

If this Policy insures Your home, We pay up to \$20,000 or 20% of the sum insured for Your home, whichever is the higher for:

- (a) loss of rent or rentable value if the home is tenanted or is between tenants at the time the loss or damage occurred
- (b) additional cost of reasonable temporary accommodation where the home is Your principal place of residence.

If this Policy insures Your contents, We pay up to \$20,000 or 20% of the sum insured for Your contents, whichever is the higher for:

- (a) loss of rent or rentable value if the home is a strata title residence and it is tenanted or is between tenants at the time the loss or damage occurred
- (b) additional cost of reasonable temporary accommodation where You are a tenant or strata title owner permanently residing in the home.

#### We do NOT pay for:

- (a) loss of rent if the home has been untenanted for 30 consecutive days immediately before the loss
- (b) any rent lost outside the period of untenantability
- (c) any rent lost later than 12 months after the damage occurs.

### 26. Modifications to the home

If You occupy the home insured by the Policy as Your primary residence or this Policy insures Your contents in Your primary residence, and as a direct result of an insured event occurring at the Site for which We agree to pay a claim:

- You, or
- a member of Your Family normally living with You permanently become a paraplegic or quadriplegic, We pay up to \$10,000 for the cost incurred by You in modifying Your home or in relocating You to a suitable home.

By the terms 'paraplegic' and 'quadriplegic', We mean paraplegia and quadriplegia that continues for a period of 12 months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.

### 27. Removal of debris

If this Policy insures Your home and:

- it is damaged as a result of an insured event, and
- We agree to pay a claim

We will pay the reasonable costs of demolition and removal of debris from the Site to the nearest authorised facility.

If the damage is caused directly by a fallen tree that has, as a result of an insured event, become debris, We will remove the tree from the Site. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- (a) a qualified expert agrees that the remaining tree or branch is unsafe
- (b) the remaining tree or branch only became unsafe as a direct result of the insured event causing damage to the tree, and
- (c) all necessary approvals have been obtained and removal of the tree or branch would not result in a breach of any laws, by-laws, regulations or contractual obligations.

We will remove a stump that formed part of the tree that caused the insured damage only if:

- (a) all necessary approvals have been obtained and removal of the stump would not result in a breach of any laws, by-laws, regulations or contractual obligations, and
- (b) not removing the stump would interfere with repairing or replacing the damaged part of the home required to settle Your claim.

If this Policy insures Your contents and:

- they are damaged by an insured event, and
- We agree to pay a claim

We pay the reasonable costs of removal of contents debris from the Site to the nearest authorised facility.



## Section 1 / Home Building and Contents

### 28. Taxation audit

If You occupy the home insured by this Policy as Your primary residence or this Policy insures Your contents in Your primary residence, We will pay or reimburse You for accountant's fees which You reasonably incur as a result of Your personal taxation affairs being audited by the Australian Taxation Office.

The maximum We pay is \$5,000 for any one audit.

**We do NOT pay or reimburse You for:**

- any fines, penalties or shortfall in the amount of tax payable
- any audit conducted in relation to criminal activity
- any audit not commenced during the Period of Insurance
- any fees incurred outside any statutory time limit
- any fees incurred as a result of any fraudulent act or fraudulent admission or any statement made by You or on Your behalf to a taxation officer which:
  - is false or misleading in a material particular, and
  - can be attributed to deliberate evasion or recklessness as stipulated in income tax ruling IT2517
- any audit conducted in relation to any facts or circumstances of which You were aware, or ought to have been aware, prior to the commencement of this Policy which were likely to lead to Your making a claim under this Policy, or
- any fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit.

### 29. Temporary protection

We will pay the reasonable cost of temporary repairs to the Home Buildings following loss or damage insured by this Section for the purpose of securing the premises and safeguarding property from further loss.

### 30. Veterinary expenses for domestic cats and dogs

If You occupy the home insured by this Policy as Your primary residence or this Policy insures Your contents in Your primary residence, We pay the reasonable veterinary expenses incurred by You if Your domestic cat or dog, normally kept at the Site, is accidentally injured as a result of a road accident, fire, lightning or earthquake.

**We will not pay:**

- more than \$1,000 in total in any one Period of Insurance
- costs or expenses resulting from the physical loss, theft or death of an animal including but not limited to post mortem, disposal, burial or cremation
- routine elective or preventative veterinary treatment such as vaccinations, spaying or heartworm testing
- for treatment of any pre-existing condition
- for treatment of injury or illness arising from or connected with a sporting event, cat or dog show, business occupation or commercial activity, including but not limited to guard dog services, commercial breeding, hire or renting out of the animal, or
- if the injured cat or dog was not registered and/or micro-chipped as required by any law or regulation made by any government or public authority.

For the purpose of this additional benefit 'Home Contents' includes items between time of purchase by You and delivery to the home but only whilst in Your possession including transit in Your vehicle within the state or territory of the home situation.

### The maximum amount We will pay

**Unless We specifically agree to pay an amount in addition to the sum insured, We will not pay more for home buildings, home contents and special items than the lesser of:**

- the sums insured for each which are listed in Your Policy Coverage Summary subject to the inflation clause, (additional benefit 20), and
- the additional limits which are set out in this section.

### Pairs, Sets and Collections

In the event of a total loss of any article or articles which are part of a Pair or Set or Collection We agree to pay You the full amount of the value of such Pair or Set or Collection and You agree to surrender the remaining article or articles of the pair or set to Us.

If You elect not to surrender the remaining article(s) of the Pair or Set or Collection to Us, then We pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a Pair or Set or Collection or for any reduction in value of the remaining part or parts.

We will only pay the cost of replacing the item even though the Pair or Set or Collection to which it belongs is less valuable because it is incomplete.

### Exclusions which apply to this section— loss or damage to Home Contents and Home Buildings

**We will NOT pay any claim under this section of the Policy when the claim arises directly or indirectly out of:**

1. any consequential loss other than that specifically provided by this section. This means We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation
2. any process of cleaning involving the use of chemicals
3. damage to swimming pools or similar structures caused by hydrostatic pressure
4. erosion, subsidence, landslide or earth movement other than as a direct result of one of the following insured events:
  - Storm
  - earthquake
  - escaping liquid and occurring no more than 72 hours after the event.
5. inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
6. loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
7. loss or damage to Your contents whilst contained in any storage facility including a shipping container for:
  - water damage to any item stored less than 100mm, above ground level
  - theft where no visible sign of forcible and violent entry into the building or container are evident.

Theft does not include inventory shortage or unexplained disappearance.

**Jewellery, collections or stamps, coins or medals or any cash, coins or negotiable currency are specifically excluded from contents in storage.**
8. mechanical, electrical or electronic breakdown where Fusion does not occur
9. mildew, algae, atmospheric or climatic conditions (*other than Storm*)
10. rodents, vermin, birds, wildlife or insects gnawing, biting, chewing, pecking, clawing, scratching or in any way polluting or contaminating Your home or contents.

**For example: if a mouse was to chew through an electrical wire, which led to a fire, the damage caused directly by the fire would be covered by this Policy, however any damage caused by the mouse's chewing would not be covered by this Policy.**

11. settling, shrinkage or expansion in buildings, foundations, walls or pavements
12. the action of the sea, high water, tidal wave
13. the removal or weakening of supports or foundations for the purpose of alterations additions, renovations or repair
14. tree roots
15. wear, tear, rust, corrosion, depreciation or gradual deterioration.

## Section 1 / Home Building and Contents

### Your Personal Legal Liability to others

#### What We will pay

If this section covers Your Home Buildings or if the Home Building is a strata title residence and Your Home Contents are insured under this section, We insure You and Your Family against any claim for compensation or expenses which You or Your Family become legally liable to pay for:

- (a) the death of, or bodily injury to, any person
- (b) the loss of, or damage to, property

resulting from an Occurrence during the Period of Insurance arising out of the ownership of the Home Buildings or occupancy of the Home Buildings.

In this context, We include land, trees, shrubs and other plant life as part of Your Home Buildings.

If this Section covers Your Home Contents, and the Home Building is Your primary residence, We insure You and Your Family against any claim for compensation or expenses which You or Your Family become legally liable to pay for:

- (a) the death of, or bodily injury, to any person
- (b) the loss of, or damage to, property

resulting from an Occurrence during the Period of Insurance anywhere in the world not related to the ownership of Your Home Buildings.

We will not pay more than this amount in total under all policies We have issued to You which cover the same liability.

We will pay legal costs which We approve. However, We will only pay up to the amount shown in Your Coverage Summary for any one Occurrence.

#### Additional Benefits

In addition to the personal legal liability cover payable under this section, We will also pay the following benefits.

**Note:** These additional benefits only apply when You occupy the home insured by this Policy as Your primary residence or this Policy insures Your contents in Your primary residence.

#### Committee member of a social or sporting club

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

**We will NOT pay if You receive any payment or remuneration of any kind for holding the position.**

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

**We do NOT insure You or Your Family** against liabilities arising from:

- (a) any act or omission for which You or Your Family receive reimbursement from the sporting or social club, or
- (b) any act or omission which is committed or alleged to have been committed prior to the Period of Insurance commencing or after it has ended.

### Motor vehicle liability

- (a) We insure You and any member of Your Family against any claim for compensation or expenses which You or the member of Your Family become legally liable to pay for:

- the death of, or bodily injury to any person
- the loss of, or damage to property arising from the ownership, custody or use of:
  - (i) any vehicle which is a type that is not required to be registered by law
  - (ii) any motorised wheelchair
  - (iii) any domestic trailer not attached to any vehicle

resulting from an Occurrence during the Period of Insurance.

- (b) We also insure You or any member of Your Family against claims for:

- death or bodily injury caused by You or Your Family solely as a result of You or Your Family being passengers in a registered vehicle
- death or bodily injury caused by any registered vehicle if the Occurrence causing the death or bodily injury takes place at the Farm during the Period of Insurance.

### We do NOT insure You or Your Family:

- (a) if You or Your Family are entitled to be wholly or partly protected by any compulsory statutory insurance or accident compensation scheme, or would have been but for failure to register the vehicle or to apply for cover under the scheme or to comply with a term or condition of the scheme
- (b) if You or Your Family are entitled to be wholly or partly protected by any other policy of insurance which specifically covers the vehicle (except where this exclusion would contravene s.45 of the Insurance Contracts Act, 1985).

### Exclusions which apply to this section –

#### Legal Liability

**We do NOT insure You or Your Family:**

1. against death, injury, loss, damage or liability of any nature which is directly or indirectly connected in any way with asbestos.
2. against fines, penalties, or punitive, aggravated, multiple or exemplary damages.

**We do NOT insure You or Your Family** against liabilities arising from:

1. any act or omission that is knowingly illegal, dishonest, fraudulent, willful, malicious or done with reckless disregard for their consequences by You, Your Family or a person acting with the consent of You or Your Family.
2. any agreement, unless liability would have attached to You or Your Family if that agreement did not exist except for Your liabilities as a tenant under the terms of the lease for Your primary residence
3. any claim arising out of the ownership occupancy or possession of any land or buildings other than those at the Farm stated in Your Coverage Summary
4. any claim arising out of Your trade business or occupation or other activity that earns money or income other than:
  - letting the home for domestic purposes
  - babysitting on a casual basis.

## Section 1 / Home Building and Contents

For the purpose of this exclusion, babysitting is not considered to be on a casual basis where:

- the babysitting is not of a casual nature
  - any licence or other permission is required by any government body or public authority in order to legally conduct the babysitting
  - the income derived from babysitting is the primary or only source of Your or Your Family's income
  - there is a registered business associated with the babysitting.
5. any workers compensation legislation, industrial award or agreement, or statutory accident compensation scheme
  6. building work, construction, erection, renovation, alterations, additions or demolition of a building, including the home if the value of the work exceeds \$100,000
  7. damage to property belonging to You or any person who normally lives with You or to Your or their employees
  8. death of or bodily injury to anyone employed by You or by someone who lives with You if the death or injury arises out of their employment
  9. death or bodily injury to any person arising out of pregnancy or the transmission of any communicable disease by You or Your Family
  10. death of or bodily injury to You or to any person who normally lives with You.

In this exclusion We consider that a person normally lives with You, if that person:

- has used Your home, or
  - is living with You and intends or intended to use Your home as their primary residence for 60 days or more out of any 90 consecutive day period (irrespective of the commencement date of the Policy) during which there is an Occurrence.
11. destruction of or damage to property by any government or public or local authority
  12. loss, damage or injury intentionally caused by You or a member of Your Family or a person acting with Your consent or the consent of any member of Your Family
  13. the lawful seizure, confiscation, nationalisation or requisition of the property insured
  14. the ownership, custody or use of any lift, aerial device or Aircraft (*except model Aircraft or toy kites*), Aircraft landing area, boat exceeding 4 metres in length (*except canoes, surfboards, surf skis or sailboards*) or motorised Watercraft in excess of 10 horsepower
  15. the ownership or use of any motor vehicle other than under the cover given by the 'Additional benefit – Motor Vehicle Liability'
  16. vibration or the weakening of, removal of or interference with support to land, buildings or other property.

### Excesses that apply to this section

You will have to pay an excess for each claim You make under this section of the Policy. The amount of excess is shown in Your Coverage Summary.

### When no Excess applies

No excess applies to claims under the personal legal liability cover.

### Conditions which apply to this section

There are also general conditions that apply to all sections of this Policy.

### Discharge of liabilities

At any time, for all claims made against You for any one Occurrence We can pay to You or on Your behalf, after deducting any amounts already paid:

- (a) the sum insured for legal liability under this section, or
- (b) any lower sum for which the claim may be settled.

If We do so:

- (a) the conduct of any outstanding claim against You will become Your responsibility, and
- (b) We will not be liable to pay any other amounts under this section other than any costs, charges, or expenses, agreed to by Us in respect of the period prior to the payment.

### Exterior walls or roof alterations

If ever the exterior walls or roof of the Home Buildings are temporarily opened up due to building alterations, You must inform Us about it.

You must also take reasonable precautions to adequately cover temporarily exposed roof or wall openings to prevent Rainwater or water damage and to secure against theft or vandalism. If You do not do this and water damage, theft or vandalism occurs, We may reduce or refuse to pay any claim arising from Storm, Rainwater, escape of water, theft or vandalism.

### Unoccupancy

If Your home is unoccupied for more than 90 consecutive days, You must tell Us and obtain Our written agreement for cover to continue.

If You do not do so, the cover for home and contents is limited to lightning, thunderbolt and earthquake for the period in excess of 90 consecutive days during which the home has been left unoccupied.

The period of 90 consecutive days is calculated from the date when the home was last occupied regardless of the commencement or renewal date of the Policy.

'Occupied' means that the home is furnished such that it is comfortably habitable and You, Your Family or someone with Your consent has resided in the home overnight.

To be occupied the home must:

- contain at least one usable bed/mattress
- contain at least one dining table or bench, a chair and some other furniture
- be connected to the electricity, and
- be connected to hot and cold running water.

# Farm Insurance Policy Part B

## *Policy Terms and Conditions*

# 1a

### Section 1 (a) / Landlords Residential Protection

#### **Definitions**

In this Section some words have a special meaning (whether expressed in the singular or the plural) and We define them below:

#### **Accident or Accidental**

An unforeseen and unintended event and includes a series of accidents arising out of the one event.

#### **Allowable Reletting Expenses**

Reletting expenses as specified in the current Lease for Your property.

#### **Bond Money**

Money (being not less than 4 weeks rent) paid by the Tenant and held as security against loss of or damage to the Building and/or Contents, outstanding rent or other costs.

#### **Building**

The insured Building as defined in Section 1, Building Cover, unless otherwise stated in Your Policy.

#### **Business**

Any Business, trade, profession, occupation, agistment of stock, grazing, farming, commercial or income earning activity, but it does not mean tenancy of the Building.

#### **Contents**

Contents as defined in Section 2 Contents Cover.

#### **Excess**

The amount of money, which You must pay if You have a claim. It applies to each Occurrence. Should more than one Excess appear on the Coverage Summary then the highest Excess only shall apply. For earthquake claims, only one Excess applies to all loss or damage occurring within 72 hours of the earthquake.

#### **GST**

Goods and Services Tax.

#### **Lease**

A written and enforceable rental agreement between You and the Tenant that is issued for a minimum period of 3 months. It also includes any extension of the Lease by way of periodic tenancy that immediately follows the expiration of the agreement on the terms set out in the Lease.

#### **Malicious Damage or Vandalism**

A wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property.

#### **This does NOT include:**

- Accidental damage or Accidental loss;
- damage as a result of repairs, or attempted repairs, carried out by the Tenant or anyone acting on their behalf;
- damage caused by pets belonging to Your Tenant or Your Tenant's guests;
- damage caused by the failure of Your Tenant or Your Tenant's guests failing to control their children;
- damage occurring during maintenance operations carried out by the Tenant or anyone acting on their behalf;
- scratching, denting, chipping, rubbing or chaffing; and
- Tenant neglect, carelessness, poor housekeeping or unhygienic living habits.

#### **Sum Insured**

The relevant Sum Insured for each of the following as specified in the Coverage Summary or Your Policy:

- Your Building;
- Your Contents;
- Your Specified Contents.

The Sum Insured, or any other amount stated in Your Policy and any claim settlements, exclude GST.

#### **Tenant**

The persons named in the Lease including any other person who permanently resides at the Situation and their visitors.

#### **Total Loss**

Where We decide to pay You the full Sum Insured for the relevant insured property.

## Section 1 (a) / Landlords Residential Protection

### ***The Agreement Between You and Us (Your Policy)***

*In return for Your payment of the Premium or Your agreement to pay it to Us within the time We require, We agree to indemnify You against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of Your Policy.*

#### **1. Building Cover**

This cover only applies when Building Cover is specified as covered in the Coverage Summary.

##### **1.1 Definition of Building**

Building means the insured Building described in the Coverage Summary at the Situation, being a residential dwelling house, flat or home unit, including:

- all domestic outbuildings and any professional offices or surgeries and their fixtures and fittings, including boat sheds, jetties, garages, outbuildings, lifts and inclinator, (in all instances, the Policy excludes Your legal liability under Section 6 – Liability Cover for lifts and inclinator),
- all domestic structural improvements including fixed swimming pools and spas, saunas, tennis courts, paving, paths, driveways, walls, retaining walls, gates, fences, masts, aerials, clothes lines, exterior blinds and awnings,
- fixed coverings to walls, floors and ceilings, (carpets, internal blinds and curtains are excluded, except where the Situation is tenanted under a Lease on an unfurnished basis), and
- services (*whether underground or not*) including communication installations, electricity and water.

##### **The following are NOT included:**

- property of Tenants, roomers, boarders or paying guests;
- carpets, internal blinds and curtains;
- pontoons,
- trees, shrubs and other plant life including when growing in pots, and
- keys to doors or window locks and the combination of safes,
- earth or gravel driveways or pathways or other unpaved surfaces.

#### **1.2 Accidental loss or damage cover**

We will cover Accidental loss of or Accidental damage to Your Building occurring at the Situation and during the Period of Insurance, including either full Flood cover or limited flood cover as shown below.

**Full Flood** cover applies only in South Australia if indicated on the Coverage Summary. **Limited Flood** cover applies if indicated on the Coverage Summary in all other States and Territories in Australia and in some areas of South Australia.

**Flood** means the inundation of normally dry land by water escaping or being released from the normal confines of any natural watercourse, lake (whether modified or not), canal, dam or reservoir.

**Full Flood** cover means loss or damage to Your Buildings and Contents caused by flood up to the sums insured stated in the Coverage Summary.

**Limited Flood** cover means loss or damage to Your Buildings and/or Contents, excluding swimming pools and spas, caused by Flood up to a maximum of \$10,000 or 5% of the Building and/or Contents Sum Insured, whichever is the lesser.

#### **1.3 How We settle any valid claim**

##### **(a) We will, at Our option:**

- (i) repair, replace or rebuild or pay You the reasonable cost to repair, replace or rebuild, the damaged part of the Building up to its Replacement Cost; or
- (ii) pay You up to the Building Sum Insured

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

##### **(b) If We choose to repair, replace or rebuild or pay You the reasonable cost to do so and You do not:**

- (i) commence repairing, replacing or rebuilding Your Building within 6 months of the loss or damage to the extent the delay is not caused by US or Our agent, supplier, repairer, builder or provider; or
- (ii) wish to repair, replace or rebuild Your Building,

##### **We will:**

- (i) deduct an amount from any claim settlement for depreciation, wear and tear, based on the age and condition of the Building immediately before the loss or damage (*to the extent the delay is not caused by Us or Our agent, supplier, repairer, builder or provider*);
- (ii) pay You up to the Building Sum Insured; or
- (iii) pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred.

#### **1.4 Additional Benefits and Limitations:**

##### **(a) Additional Building costs**

We will cover the additional cost of complying with any government or local authority by-laws that regulate the repair, rebuilding or demolition of Your Building made necessary by loss or damage covered under section 1.2 above, provided You repair or rebuild Your Building at the same Situation. We will only pay costs which relate to the damaged parts of the Building. Payment is limited to a maximum of 10% of the Building Sum Insured.

**We will NOT pay** any extra costs if You receive notice of any building regulation requirements You must comply with before the date when the loss or damage occurred.

##### **(b) Architects and other fees**

We will cover architects, surveyors, consulting engineers and legal fees following loss or damage covered under Section 1.2 above up to a maximum of 10% of the Building Sum Insured.

##### **(c) Fumigation costs**

We will pay the clean up and fumigation costs incurred by You with Our prior agreement, where following the death of a Tenant at the Situation the Building is unfit for human occupation, unless otherwise excluded.

Payment is limited to a maximum of \$2,000 for any one claim.

## Section 1 (a) / Landlords Residential Protection

### (d) Fusion

We will pay for Accidental loss or damage caused by the actual burning out of an electric motor forming part of the Building. We will, at Our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor following the loss or damage to the motor.

Our choice will have regard to the circumstance of Your claim and consider any preference You may have

**However, We will reduce the amount We pay in respect of each claim as follows:**

- motors up to 10 years since the date of manufacture no reduction will apply
- motors over 10 years since the date of manufacture 10% for each full year. In no instance will the reduction exceed 90% after applying the Excess.
- For each claim You make under this section of the Policy You will have to pay an excess. The amount of excess is shown on the Coverage Summary.

Payment is limited to a maximum of \$1,000 during any one Period of Insurance for any and all claims, unless otherwise agreed.

#### **We will NOT pay for:**

- (i) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor unit and normal service or exchangeable items;
- (ii) loss or damage to any submersible and bore hole type pumps over 3hp;
- (iii) the cost of repair or replacement of rectifiers and transformers;
- (iv) motors to the extent the loss or damage is covered under any warranty or manufacturers' guarantee; or
- (v) motors more than 15 years since the date of manufacture.

### (e) Loss of rent for tenanted properties

- (i) If the Building is a tenanted property under a Lease and becomes uninhabitable following loss or damage covered under section 1.2 on previous page, We will pay You rent for the period it takes to repair or rebuild the Building, up to a maximum of 12 months or an amount not exceeding 10% of the Building Sum Insured, whichever is less. Subject to the above limits, the amount We pay You will be the lesser of the amount that Your Building could be rented out for each week or the weekly rent You were paid by Your Tenant immediately before the loss or damage.
- (ii) This cover also applies when access to the Building being a tenanted property, is prevented due to loss or damage to a nearby property being so damaged that Your Tenant cannot access the Building, causing You to lose rent.

### (f) Mortgagee legal costs

We will cover the reasonable legal costs associated with the discharge of a mortgage or mortgages on the Building following the settlement of a claim for a Total Loss of Your Building.

### (g) Removal of debris

We will cover the reasonable expenses to remove Building debris following loss or damage covered under Section 1.2 above up to a maximum of 10% of the Building Sum Insured.

### (h) Strata Title mortgagee

When You own part of a Building that has been subdivided, usually into strata title units, and You have a mortgage on that part of the Building, We will cover the part of the Building that You own for loss or damage on the same basis as set out in section 1.2.

We will pay up to the amount You owe on Your mortgage but no more than the Building Sum Insured. We will pay this to Your mortgagee when You are required to pay Your mortgage in full following a loss

**We will only pay this when the body corporate has not insured the Building, or it has not insured the Buildings for damage that You can claim for under Your Policy.**

*(Please refer to the other general terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover).*

## 2. Contents Cover

This cover only applies when Contents Cover is specified as covered in the Coverage Summary.

### 2.1 Definition of Contents and specified limits

#### *Contents means Your:*

- carpets, internal blinds and curtains, except where covered under section 1 – Building Cover,
- fine art, paintings, antiques and curios and other bona fide works of art up to \$1,000 any one article up to a maximum 5% of the Contents Sum Insured for any one claim, unless separately specified in the Coverage Summary as Specified Contents,
- fixtures and domestic structural improvements inside a Strata Title unit that are not insured by the Body Corporate, when the Contents Sum Insured is not otherwise exhausted,
- furniture and furnishings that are not built in,
- portable domestic appliances that are not built in,
- swimming pools and spas not permanently fixed.

#### **Contents are NOT:**

- Aircraft or aerial device, excluding non-pilotable model Aircraft or toy kites and their accessories and spare parts,
- any conveyance designed to travel on an air-cushion over surface of land or sea and their accessories and spare parts,
- birds, fish and animals,
- caravans and trailers,
- cassette players, electronic diaries, record players, televisions, compact disc players, mobile or portable telephones, radios, tape recorders and video recorders,
- clothing and personal effects,
- coin collections, stamp collections, firearms, precious stones (*being unset gems*) and bullion,
- computer systems including portable computers and their accessories and photographic equipment and their accessories,
- jet skis,
- jewellery, watches, furs and gold or silver articles,
- keys to doors or window locks and the combination to safes,
- motorised land vehicles and their attached accessories and spare parts including motor vehicles, motorcycles, mini bikes and Farm vehicles, motorised golf buggies, ride on mowers and motorised wheelchairs,
- money and negotiable documents of any kind and credit cards or financial transaction cards,
- office and surgery equipment and tools belonging to You and Your Business,
- property of Tenants, roomers, boarders or paying guests,
- stock, money and stamps belonging to Your Business,
- sporting and fishing equipment including pedal cycles and Watercraft,
- trees, shrubs and other plant life, except when growing in pots, and
- Watercraft.

### 2.2 Accidental loss or damage Cover

We will cover Accidental loss of or Accidental damage to Your Building occurring at the Situation and during the Period of Insurance, including either full Flood cover or limited Flood cover as shown below.

**Full Flood** cover applies only in South Australia if indicated on the Coverage Summary. **Limited flood** cover applies if indicated on the Coverage Summary in all other States and Territories in Australia and in some areas of South Australia.

**Flood** means the inundation of normally dry land by water escaping or being released from the normal confines of any natural watercourse, lake (*whether modified or not*), canal, dam or reservoir.

**Full Flood** cover means loss or damage to Your Buildings and Contents caused by Flood up to the sums insured stated in the Coverage Summary.

**Limited Flood** cover means loss or damage to Your buildings and/or Contents, excluding swimming pools and spas, caused by Flood up to a maximum of \$10,000 or 5% of the Building and/or Contents sum insured, whichever is the lesser.



## Section 1 (a) / Landlords Residential Protection

### 2.3 How We settle any valid claim

We will, at Our option:

- (a) **repair or replace or pay You the reasonable cost to repair or replace**, Your Contents up to their Replacement Cost. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If We pay You the reasonable cost of repair or replacement, We will pay You up to the Contents Sum Insured as listed on Your schedule, taking into account the relevant limits that apply to particular Contents. See section 2.1 for the limits and the Coverage Summary for any Specified Contents limits.

- (b) **Pairs, Sets and Parts**

If loss or damage occurs to an item, which is part of a pair, set, system, collection or larger unit, We will only pay the value the item itself has as a proportion of the combined pair, set, system, collection or larger unit. We will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.

Where the lost or damaged part of a pair, set, system, collection or larger unit will impact the operation of the entire pair, set, system, collection or unit, we will replace the entire pair, set, system, collection or unit or pay you the value of the damaged item. We will replace the entire pair, set, system, collection or unit if it is completely inoperable because of the loss or damage to a single item which cannot be replaced or a single replacement item does not complete the pair, set, system, collection or unit to make it operational.

- (c) **We will pay for the damaged portion** of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred
- (d) **For each claim You make under this section of the Policy** You will have to pay an excess. The amount of excess is shown on the Coverage Summary.

### 2.4 Additional Benefits and Limitations:

- (a) **Fusion**

We will pay for Accidental loss or damage caused by the actual burning out of an electric motor forming part of the Contents.

We will, at Our option, pay the reasonable cost to repair or replace the electric motor or any sealed compressor following the loss or damage to the motor. Our choice will have regard to the circumstances of Your claim and consider any preference You may have. However, We will reduce the amount We pay in respect of each claim as follows:

- motors up to 10 years since the date of manufacture no reduction will apply
- motors over 10 years since the date of manufacture by 10% for each full year. In no case will the reduction exceed 90% after applying the Excess
- Payment is limited to a maximum of \$1,000 during any one Period of Insurance for any and all claims, unless otherwise agreed.
- For each claim You make under this section of the Policy You will have to pay an excess. The amount of excess is shown on the Coverage Summary.

**We will NOT pay for:**

- (i) the repair or replacement of any part which does not form part of the electric motor or actual sealed compressor unit and normal service or exchangeable items;
- (ii) loss or damage to any submersible and bore hole type pumps over 3hp;
- (iii) the cost of repair or replacement of rectifiers and transformers;
- (iv) motors to the extent the loss or damage is covered under any warranty or manufacturers' guarantee; or
- (v) motors more than 15 years since the date of manufacture.

- (b) **Removal of debris**

We will cover the reasonable expenses to remove debris of Contents following a covered loss in section 2.2 up to a maximum of 10% of the Contents Sum Insured.

### 2.5 Exclusions

**We will NOT pay** for loss or damage to Contents whilst they are away from the Situation or in transit.

*(Please refer to the other general terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover).*

### 3. Damage Caused by Tenants Cover

This cover only applies when specified as covered in the Coverage Summary and Building and/or Contents are insured under this Policy.

#### 3.1 Damage caused by Tenants Cover

We will cover You for loss of or damage to Your Building and/or Contents whilst at the Situation arising from a Deliberate or Intentional Act by a Tenant, notwithstanding General Exclusion 7.1 (i).

**A Deliberate or Intentional Act means larceny, theft, Malicious Damage or Vandalism.**

#### 3.2 How We settle any valid claim

We cover You in accordance with the relevant basis of settlement in the Building and/or Contents Cover Sections up to the relevant Buildings and/or Contents Sum Insured, subject to the following:

- (a) We will only pay a claim when there is a Lease between You and the Tenant which states the term of the rental period, the amount of rent payable to You and the amount of Bond Money that the Tenant is required to pay;
- (b) **any claim will be reduced by the amount of the Tenant's Bond Money** that is remaining after deducting Allowable Reletting Expenses You are legally entitled to receive from the Tenants Bond Money, before applying an Excess. The amount of excess is shown in the Coverage Summary.

It is necessary for You and Your rental agent to use all reasonable means to minimise any loss or damage.

*(Please refer to the other terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover).*

### 4. Tenants Rent Default Cover

This cover only applies when specified as covered in the Coverage Summary and Building and/or Contents are insured under this Policy.

#### 4.1 Coverage

**We will cover You for rent default if Your Tenant:-**

- (a) vacates the Situation leaving the premises unfit for occupation for at least 7 days when caused as a direct result of a Deliberate or Intentional Act to the Building and/or Contents. A Deliberate or Intentional Act means larceny, theft, Malicious Damage or Vandalism,
- (b) vacates the Situation without notice before the expiration date of the Lease,
- (c) defaults in paying rent owed at the Situation under the terms of the Lease to You or Your rental agents, or
- (d) is legally evicted from the Situation.



## Section 1 (a) / Landlords Residential Protection

### 4.2 How We settle any valid claim

The most We will pay during any one Period of Insurance is up to 15 weeks rent provided:

- (a) there is a Lease between You and the Tenant which states the term of the rental period, the amount of rent payable to You and the amount of Bond Money that the Tenant is required to pay,
- (b) any claim will be reduced by the amount of the Tenant's Bond Money that is remaining after deducting Allowable Reletting Expenses You are legally entitled to receive from the Tenant's Bond Money, before applying the Excess specified for this Cover in the Coverage Summary,
- (c) any claim under section 4 Tenants Rent Default Cover will cease when the Situation is re-tenanted,
- (d) a breach notice for non-payment of rent or a notice of termination for non-payment of rent is issued as soon as reasonably practical when the rent is in arrears to the Tenant by You or Your rental agent, and
- (e) the regulations and procedures outlined in the relevant State legislation relating to ending a tenancy, are strictly adhered to by You and Your rental agent.

**We will NOT pay** to the extent that noncompliance by You or Your rental agent caused or contributed to the claim.

### 4.3 Additional benefits and limitations

#### (a) Death of the Tenant

Where there is only one Tenant named on the Lease, and that Tenant dies during the term of the Lease We will also pay You the weekly rent payable under the Lease from the date that You received the last rent payment from the Tenant or from the Tenant's estate.

The most We will pay during any one Period of Insurance is 15 weeks rent up to the amount shown in Your Coverage Summary for this cover. Any claim under Section 4.3 (b) Death of the Tenant will cease when the Situation is re-tenanted. Any claim will be reduced by the amount of the Tenant's Bond Money that is remaining after deducting any Allowable Reletting Expenses You are legally entitled to receive from the Tenant's Bond Money.

#### (b) Legal expenses

When We agree to pay legal expenses before they are incurred, We will also cover the legal expenses for You to legally evict Your Tenant and/or to recover any amount payable by the Tenant for damage caused by Tenants and/or rent default to You, up to a maximum of \$5,000 for any one claim.

It is necessary for You and Your rental agent to use all reasonable means to minimise any loss or damage.

*(Please refer to the other terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover).*

### 5. Loss of Rent for Tenanted Properties Cover

This cover only applies when You are not covered under Section 1 Building Cover and when Loss of Rent for Tenanted Properties is specified as covered in the Coverage Summary.

#### 5.1 Loss of Rent for Tenanted Properties

When the Building, as defined below, is a tenanted property under a Lease and becomes uninhabitable following physical loss or damage caused to the Building or to the Building of which it forms part, which occurs during the Period of Insurance and that loss or damage is:

- (a) covered under an insurance Policy; and
- (b) not excluded by the General Exclusions section,

We will pay You rent for the period during which the Building remains uninhabitable because of that loss or damage, up to a maximum period of 12 calendar months, limited to \$15,000 or the amount specified in the Coverage Summary.

Subject to the above limits, the amount We pay You will be the lesser of the amount that Your Building could reasonably be rented out for each week or the weekly rent You were paid by Your Tenant immediately before the loss or damage.

### 5.2 Definition of Building

In this section Building means the insured Building described in the Coverage Summary at the Situation being a residential dwelling house, flat or home unit including:

- (a) fixed coverings to walls, floors and ceilings, (carpets, internal blinds and curtains are excluded, except where the flat or unit is tenanted under a Lease on an unfurnished basis); and
- (b) services (whether underground or not) including communication installations, electricity and water.

**The following are NOT included:**

- (a) carpets, internal blinds and curtains,
- (b) property of Tenants, roomers, boarders or paying guests.

### 6. Legal Liability Cover

This cover only applies when Legal Liability cover is specified as covered in the Coverage Summary.

#### 6.1 Legal liability

We will cover You for Your legal liability for:

- (a) damage to another person's property; and
- (b) death or bodily injury to another person,

caused by an Accident occurring during the Period of Insurance, subject to the following:

- (i) where the Building is insured under the Policy, We only indemnify You for Your legal liability as owner or as owner occupier of the Building;
- (ii) when Contents are insured and You are the owner and/or occupier of the Situation or the Contents are in a Strata Title unit owned by You, We only indemnify You for Your legal liability as the owner of the Contents and/or the occupier of the Situation, but not any legal liability in connection with ownership of the Building or any Building on the Situation;
- (iii) indemnity for Your legal liability is subject always, to the extent permitted by law, to indemnities provided under any travel insurance or any other insurance being first invoked and exhausted prior to indemnity being provided under Your Policy, unless otherwise stated.

#### 6.2 How We settle any valid claim

We will pay the cost of:

- (a) compensation; and
- (b) legal fees and expenses, that You are legally liable for in relation to a claim under 6.1 above.

However, We will only pay the costs of legal fees and expenses You incur if We consent to them in writing before You incur them. The maximum amount We will pay for Your legal liability under this Section in respect of any one claim or series of claims arising from the same Accident is the amount shown in the Coverage Summary.

Where We have issued a separate Policy or Policies which also cover Your legal liability in respect of an Accident, this limit applies to all claims combined under this Section and the other Policy or Policies, which arise from that Accident.

#### 6.3 Exclusions

**We will NOT cover You** for Your legal liability to pay compensation:

- (a) arising from any agreement or contract You enter into unless You would have been liable in the absence of such agreement or contract,
- (b) directly or indirectly arising from any Business carried on by You or any liability that directly or indirectly arises from any person employed by the Business,
- (c) directly or indirectly arising out of any disease that is transmitted by You or any other person who normally resides with You at the Situation,

## Section 1 (a) / Landlords Residential Protection

- (d) directly or indirectly arising from asbestos,
- (e) directly or indirectly arising from a Strata Title unit when **Section 1. Building Cover** insures the interest of a mortgagee in a Strata Title unit only,
- (f) directly or indirectly arising from the ownership, operation, maintenance or use of any:
  - (i) Aircraft landing areas or Aircraft or aerial devices,
  - (ii) any conveyance designed to travel on an air-cushion over surface of land or sea,
  - (iii) caravans and trailers,
  - (iv) jet skis,
  - (v) lifts and inclinator,
  - (vi) motorised land vehicles including motor vehicles, motorcycles, mini bikes and Farm vehicles, motorised golf buggies, motorised wheelchairs, but excluding ride-on mowers under 18hp not requiring registration or statutory motor insurance for the purpose it was being used at the time of the Accident,
  - (vii) pontoons,
  - (viii) Watercraft,
- (g) for claims directly or indirectly arising from Your Building undergoing any process of construction, demolition, alteration and repair where the value of such work exceeds \$100,000,
- (h) for death or bodily injury to You or any other person who normally resides with You at the Situation,
- (i) for penalties or fines, or awards of aggravated, exemplary or punitive damages made against You,
- (j) for property that belongs to You or any other person who normally resides with You at the Situation,
- (k) for property that is in Your physical and legal control or that of any other person who normally resides with You at the Situation,
- (l) for Your failure to take all reasonable precautions to comply with statutory obligations and regulations imposed by any authority,
- (m) for Your legal liability to Yourself, any other person who is insured (see definition of "You" and "Your") or for any person who normally lives with You,
- (n) to any person You employ where You are legally obliged to provide cover under any workers compensation legislation or similar laws and any legal liability that arises from their employment with You.

*(Please refer to the other terms, conditions and exclusions of this document and Your other Policy documents as they affect this cover).*

### 7. General exclusions

These General exclusions apply to this section 1(a) of Your Policy unless otherwise stated. Your Policy does not cover:

- 7.1 Any GST, or any fine, penalty or charge** for which You are liable arising out of Your misrepresentation of, or failure to disclose, Your actual Input Tax Credit entitlement in the settlement of any claim or Premium relating to the Policy.
- 7.2 Consequential loss of any kind**, other than the Loss of Rent for Tenanted Properties Additional Benefit in section 1 Buildings Cover, Loss of Rent for Tenanted Properties Cover section 5 and section 4 – Tenants Rent Default Cover.  
  
This means that unless specifically covered under the Loss of Rent for Tenanted Properties Additional Benefit, Loss of Rent for Tenanted Properties Cover and Tenants Rent Default Cover, We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.
- 7.3 Loss, damage, cost or expense** of any nature directly or indirectly caused by, resulting from, or in connection with:

- (a) any act of Terrorism; or
- (b) any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

**"Terrorism"** means an act, including but not limited to, the use of or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

- 7.4 Loss or damage caused by, or in any way connected with a faulty or porous shower recess or cubicle.**

- 7.5 Loss or damage caused by, or in any way connected with any Accidental breakage of:**

- (a) fixed glass forming part of the Building and any porcelain or marble or granite or fibreglass whilst in a fixed shower base, basin, sink, bath, lavatory pan or cistern,
- (b) fixed mirrors and glass when forming part of an item of furniture including fixed and unfixed glass table tops, if the break does not extend the entire thickness of the damaged item.

- 7.6 Loss or damage caused by, or in connection with earth movement** caused by landslip, landslide or subsidence, unless such loss or damage occurs within 24 hours of and as a direct result of one or more of the following listed events:

- (a) earthquake, or
- (b) explosion, or
- (c) Storm, Rainwater or wind, or
- (d) water escaping from fixed pipes or apparatus.

- 7.7 Loss or damage caused by or in connection with Storm surge** (meaning an abnormal rise in the level of the sea along a coast caused by winds of a severe cyclone typically at least 30 kilometres across and 2–5 meters above the average sea level), tidal wave or high water.

- 7.8 Loss or damage or liability arising from the consequences of war**, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes.

- 7.9 Loss or damage or liability arising out of the failure or inability of any item, equipment or computer software** including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by the Policy, other than resultant loss or damage to any frozen food, computer equipment or computer software.

- 7.10 Loss or damage or liability caused by or arising from nuclear or radioactive contamination.**

- 7.11 Loss or damage or liability caused by or in connection with contamination and pollution** and the removal of any resultant pollutants and contaminants.

- 7.12 Loss or damage or liability caused by or in connection with Your failure to use all reasonable means to protect and maintain the Building and/or Contents before, at, or after the time of any loss or damage.**

- 7.13 Loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or local or public authority or other authority except when in connection with any riot or civic commotion.**

- 7.14 Loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.**

- 7.15 Loss or damage or liability when intentionally caused by You or Your immediate Family or a person acting with Your consent**, including losses resulting from the taking or other misappropriation of the Contents or Specified Contents.

## Section 1 (a) / Landlords Residential Protection

### 7.16 Loss or damage to:

- (a) a ceramic or glass cooking top,
- (b) any item of travertine whether fixed or unfixed, tiles, bench tops, spas or hot tubs,
- (c) any items which were wholly or partly in a defective condition at the time of the breakage,
- (d) a picture tube or screen in a television or electronic visual display unit,
- (e) glass in any glasshouse, conservatory or greenhouse,
- (f) glass in a picture frame, painting, radio set or clock,
- (g) glassware, crystal, ornaments, vases or lamps.

### 7.17 Loss or damage to:

- (i) a glass house, greenhouse or conservatory whether constructed principally of glass or not,
- (ii) free standing walls and retaining walls whether they form part of the Building or not,
- (iii) gates and fences not constructed of metal, brick, concrete, masonry, stone, or timber more than 15 years old, caused by, arising from or in any way connected with Storm.

### 7.18 Loss or damage to electronic data unless the loss or damage was caused by an event for which You are covered under Your Policy.

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

### 7.19 Loss or damage to property when sent by courier or by post.

### 7.20 Loss or damage to Your property when Your building is undergoing any process of construction, demolition, alteration or repair.

This exclusion does not apply to Building or Contents not affected by the construction, demolition, alteration or repair or when Your Building is enclosed and under roof, with all outside doors and windows permanently in place.

### 7.21 Loss or damage to Your property which is caused by, arising from or in anyway connected with:

- (a) any process involving the application of heat or the use of chemicals, other than household chemicals,
- (b) any process of cleaning, repairing, restoring or retouching of any item,
- (c) domestic animals and any other animal kept by You or Your Family or a Tenant and their visitors,
- (d) erosion,
- (e) faulty workmanship, inherent defect, errors or omissions in design, structural defects and faulty design,
- (f) fire, explosion or thunderbolt caused by:
  - (i) arcing, sparking scorching or heat damage where there is no flame; or
  - (ii) irregularities in the power supply unless there is visible evidence of a lightning strike.
- (g) larceny, theft, attempted theft, burglary:
  - (i) by You or a person living with You at the Situation;
  - (ii) by a Tenant, roomer, boarder or paying guests or their visitors,
  - (iii) from unlocked garages, storage areas of residential flats, units and the like or common areas of residential flats, units and the like except as provided for in **section 3 – Damage caused by Tenants Cover and section 4 – Tenants Rent Default Cover.**
- (h) Malicious Damage or Vandalism or deliberate or intentional acts by:
  - (i) You or a person living with You at the Situation,
  - (ii) any person who entered the Situation with Your consent or the consent of any person who is living with You at the Situation, or
  - (iii) a Tenant, roomer, boarder or paying guests or their visitors except as provided for in **section 3 – Damage caused by Tenants Cover and section 4 – Tenants Rent Default Cover.**

- (i) mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge, except when caused by the actual burning out of an electric motor or any other insured event,
- (j) mildew and atmospheric or climatic conditions other than by rain, snow, sleet and hail,
- (k) settlement, shrinkage, vibration or expansion in Buildings, foundations, walls or pavements,
- (l) the roots of trees, shrubs, plants and grass,
- (m) vermin, insects or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife,
- (n) water, hail or wind entering the Building or Building at the Situation, through an opening made for the purpose of construction, demolition, alteration or repair irrespective of the value of such work,
- (o) water seeping or otherwise percolating through a wall, floor or roof,
- (p) wear or tear, rust, corrosion, gradual deterioration and depreciation.

### 7.22 The cost of repair or replacement of fixed guttering, fixed tanks, fixed pipes, waterbeds or other fixed apparatus used to hold or carry liquid of any kind.

## 8. General Conditions

These conditions apply to this section 1(a) of Your Policy.

### 8.1 General Duties

- (a) You must comply with the conditions of Your Policy.
- (b) You must not give anyone else an interest in Your Policy without Our written consent.
- (c) You must obey all laws and safety regulations.
- (d) You must pay Us the Premium for this insurance.
- (e) You must take reasonable precautions to prevent any injury, loss or damage which could result in a claim under Your Policy.
- (f) You must tell Us as soon as reasonably possible about any circumstances which changes the information You have provided to Us and which may affect the risks insured under Your Policy or the Occurrence of any events which are excluded under the general exclusions section of the Policy.

### 8.2 Building not lived in for more than 60 days

Unless Our written consent has been obtained, Your Building Cover and Contents Cover following any loss or damage at the Situation will be limited to lightning, thunderbolt and earthquake only if You leave the Situation unoccupied for a period of 60 days or more. Further, Your damage caused by Tenants Cover and Tenants Rent Default Cover will not apply when the Tenant ceases to occupy the situation. If We consent then an additional Premium and/or other terms may be required commencing from the date You leave the situation unoccupied.

## 9. Claims

### 9.1 Automatic reinstatement after partial loss

When We pay a claim under Your Policy for partial loss or damage to the Building or Contents the Sum Insured will be automatically reinstated to the original Sum Insured shown on the Coverage Summary.

We will not reinstate the Sum Insured where partial loss or damage occurs to the Damage caused by Tenants Cover or Tenant Rent Default Cover.

When We pay a claim under Your Policy for partial loss or damage to Specified Contents, the Sum Insured for these items will not be automatically reinstated and the Sum Insured will be reduced by the amount paid by Us.

### 9.2 Total loss

If We pay Your claim for a Total Loss then the Building and/or Contents cover will end.

### 9.3 Excess

For each claim You make under this section of the Policy You will have to pay an excess. The amount of excess is shown on the Coverage Summary.

# Farm Insurance Policy Part B

## Policy Terms and Conditions



### Section 2 / Valuables

***This section gives You the opportunity to insure personal items which are of particular value to You and that You take away from the home.***

We cover the items that You specifically tell Us about for the amount that You ask Us to cover them for. You can also cover Your clothing and personal effects that You usually carry or wear as miscellaneous valuables for a fixed amount that We agree with You.

If You have chosen this cover it will be shown on Your Coverage Summary.

#### What We insure

This section insures the valuables which You choose to insure for:

- accidental loss or damage that occurs during the Period of Insurance
- while they are anywhere within Australia or New Zealand (or any other geographic limit stated in the Coverage Summary), and
- in direct transit between these countries
- for up to 90 consecutive days anywhere in the world.

The valuables that You choose to insure will be listed in the Coverage Summary.

These items may be insured as either 'specified valuables' where each item is shown separately with a sum insured or as 'miscellaneous valuables'.

#### By miscellaneous valuables We mean:

- battery operated sound equipment
- binoculars
- camping equipment, back packs and sleeping bags
- clothing
- gold or silver objects
- jewellery
- luggage
- musical equipment
- other personal belongings specifically designed to be worn or carried on the person
- photographic equipment including video equipment
- sporting equipment except while in use or play
- watches
- wheelchairs, crutches and walking sticks.

#### What will We pay

We may choose to settle Your claim by:

- providing You with new similar items or materials
- repairing the items
- paying You cash. We usually settle claims for jewellery and electrical items by replacing the items.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

#### The maximum amount We will pay

For each of the specified valuables, We will not pay more than the sum insured for that item which is listed in the Coverage Summary.

For any item insured as miscellaneous valuables, We will pay up to 25% of the sum insured on the Coverage Summary.

#### Pairs, Sets and Collections

In the event of a total loss of any article or articles which are part of a Pair or Set or Collection We agree to pay You the full amount of the value of such Pair or Set or Collection and You agree to surrender the remaining article or articles of the Pair or set to Us.

If You elect not to surrender the remaining article(s) of the Pair or Set or Collection to Us, then We pay no more than the actual value of the item. We do not give any allowance for any special value it may have as forming part of a Pair or Set or Collection or for any reduction in value of the remaining part or parts. We will only pay the cost of replacing the item even though the Pair or Set or Collection to which it belongs is less valuable because it is incomplete.

#### Excess

For each claim You make under this section of the Policy You will have to pay an excess. The amount of excess is shown on the Coverage Summary.

#### Exclusions which apply to this section

We will NOT pay for any loss or damage caused directly or indirectly by:

1. any consequential loss other than that specifically provided by this section. This means We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.
2. any process of cleaning involving the use of chemicals
3. inherent defects, structural defects, faulty workmanship, faulty design or any gradual process
4. loss of or damage to electronic data caused by electronic or mechanical derangement or malfunction or by a virus, or processing error
5. mechanical, electrical or mechanical breakdown where Fusion does not occur
6. mildew, algae, atmospheric or climatic conditions (other than Storm)
7. vermin, insects, wildlife
8. wear, tear, rust, corrosion, depreciation or gradual deterioration.

We will NOT pay for loss of or damage to sporting equipment while it is in use or play.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

### Section 3 / Farm Property

# 3

***This section of the Policy insures Your Farm Property against loss or damage caused by certain insured events.***

If You have chosen this cover it will be shown on Your Coverage Summary.

This section of the Policy insures Your Farm Property against loss or damage caused by certain insured events. It also provides some additional benefits such as the cost of:

- extinguishing fires
- Farm planning
- legal costs of discharging Your mortgage if a claim is settled for a total loss
- neighbours' fire fighting equipment
- rewriting records
- overtime rates, and
- the cost of finding the source of damage.

We only cover Farm Property that You have asked Us to insure on Your application. Be sure that You include details of all Farm Property that You want to insure on the application –or contact Us at any time if You want to add other Farm Property.

#### What We insure

This section insures:

Loss or damage to the items of Farm Property that You have chosen to insure which is caused by any of the insured events listed in this Section (unless the cover is limited to one or more insured event) during the Period of Insurance.

#### What We will pay

We will pay the amounts that are shown below:

#### Loss or damage at the Farm

For loss or damage that occurs at the Farm (including Farm Property Temporarily Removed from the Farm) We will NOT pay any more than the sum insured shown in the Coverage Summary:

##### Farm Buildings and Contents

We will pay the Replacement Cost or the Indemnity Value, depending on which You have selected (see 'conditions which apply to this section' if You have chosen to insure Your Farm Buildings for Replacement Cost).

#### Mobile Farm Machinery

We will pay the Retail Value, however, if any Mobile Farm Machinery up to 12 months old (from the date of original registration as a new vehicle or in the case of an unregistered vehicle, the actual purchase date) cannot be economically repaired We will, at Our option, replace it with a new item of the same or equivalent make and model.

Our choice will have regard to the circumstances of your claim and consider any preference You may have.

#### Fencing

We will pay the cost of the materials which are lost or damaged and the cost of labour required to repair or replace the Fencing. We will not pay the cost of labour when material only cover is selected.

#### Damage during alterations and additions

If loss or damage occurs to any Farm Building during the course of construction, erection, renovation, alterations or additions which cost less than \$100,000, We will pay up to the cost of those alterations or additions even if You have not told Us about them.

You must tell Us when the alterations and additions are completed. If You require Us to cover these for You, We will then increase the sum insured for that Farm Building and You must pay Us an additional premium.

If the alterations or additions cost more than \$100,000, We do not cover the Farm Building concerned while they are taking place. To obtain cover for the Farm Building You must tell Us about the alterations or additions before they commence. We will then increase the sum insured for that Farm Building and You must pay Us an additional premium.

In any event We will not pay for damage caused by Storm, Rainwater, water damage, theft or vandalism which occurs during repair, renovation or alteration to the external walls or roofing of the Farm Buildings unless You obtain Our written agreement to cover these risks before the building work commences.

#### Floor space ratio index (plot ratio)

If reinstatement of damage to any Farm Building is limited or restricted by any legislation or delegated legislation in a manner that results in the reduction of the floor space ratio index (plot ratio) of the Site, then in addition to any amount payable on reinstatement of that Farm Building, We will pay the difference between:

- (a) the actual costs incurred in reinstating the Farm Buildings to the lower floor space ratio index (plot ratio), and
- (b) the estimated cost of reinstatement at the time of the damage if the floor space ratio index (plot ratio) had not been reduced.

#### Loss or damage during Temporary Removal

For loss or damage to any item of Farm Contents, mobile Farm Machinery or fixtures and fittings of Farm Buildings while it is temporarily removed to anywhere in Australia other than the Farm, including during transit by road, rail or inland waterways:

- (a) for Farm Contents:  
We will pay up to the farm contents sum insured,
- (b) for mobile Farm Machinery:  
We will pay the indemnity value of the item which has been Temporarily Removed, and



## Section 3 / Farm Property

- (c) for fixtures and fittings of Farm Buildings:  
We will pay up to the sum insured for the farm building from which they have been removed.

**We will NOT pay any amount for:**

- (a) any item which has been removed from the Farm for more than 90 days, or  
(b) water damage to any item while it is in the Open Air unless it comprises or forms part of a structure designed to function without the protection of walls or a roof.

**Replanting / Removal of Farm Trees**

If Farm Trees are damaged by fire, storm or malicious act, We will pay up to \$5,000 or the sum insured shown on Your coverage summary, for the cost of removing damaged Farm Trees, ground preparation and replanting with seedlings.

**Stored Produce**

Where you have chosen to insure Hay, straw or grain in storage on the Farm or wool between the time of shearing to the time you cease to own it, We will pay:

- (a) The sum insured provided an individual amount has been specified for each tonne and/or bale  
(b) The Market Value where a sum insured has not been specified for each tonne and/or bale.

**Temporary Repairs**

We will pay the cost of temporary repairs for the purpose of securing the Farm Buildings and safeguarding Farm Property from further loss.

**Unspecified Buildings**

If You have chosen to insure Unspecified Buildings, for loss or damage to any building on the farm (*other than a domestic structure*) which You have not specifically insured: We will pay the Retail Value up to the limits shown in the Coverage Summary for any one building and the total sum insured in any one Period of Insurance.

**We will NOT pay more than the sum insured for all unspecified Farm structures which is shown in the Coverage Summary.**

**Unspecified contents**

If You have chosen to insure unspecified contents (*other than domestic contents*), for loss or damage on the Farm to contents which You have not specifically insured, We will pay the replacement value up to the limit shown in the Coverage Summary for damage caused by or arising from an insured event.

**If You have chosen not to insure Unspecified contents, this Policy will not cover any Farm assets insured under this section for accidental damage or theft or fusion of commercial motors or additional costs as defined in the "Additional Benefits" of this section.**

**We will NOT pay more than the sum insured for all Unspecified Farm Contents which is shown in the Coverage Summary.**

**Unspecified Farm Machinery**

If You have chosen to insure Unspecified Farm Machinery, for damage to any Farm Machinery which You have not specifically insured, We will pay up to the limits shown in the Coverage Summary for any one item and the total sum insured in any one Period of Insurance.

**We will NOT pay more than the sum insured for all Unspecified Farm Machinery which is shown in the Coverage Summary.**

**Water authority charges**

We will pay up to \$5,000 towards costs levied to You by a water company or authority arising from the escape or loss of water at the premises following the occurrence of an insured event at your premises. We will only pay for charges associated with the lost water where You can demonstrate an increase in consumption against the comparable period from the previous 12 months.

**Additional Benefits**

We will pay the following amounts in addition to the sums insured which are shown in the Coverage Summary.

**Additional Costs**

We will pay the reasonable costs incurred to maintain Your usual farming activity following loss or physical damage to:

- Farm Property
- Livestock
- Damage to pasture resulting from fire or lightning

but only if We have paid a claim under this section or the Livestock section of this policy.

**The most We will pay is \$30,000 however no benefit will be payable if You have not elected to insure Unspecified Farm Contents.**

**Catastrophe cover**

We will pay up to an additional twenty per cent (20%) of your Farm Buildings or Farm Contents sum insured if your Farm Buildings or Farm Contents are damaged as a result of an event that the Government declares a catastrophe or emergency.

**We will only do this if:**

- Your Farm Buildings or Farm Contents are considered by Us to be a total loss
- the increased cost to rebuild or repair Your Farm Buildings or Farm Contents was caused solely by the event that the Government declares a catastrophe or emergency.

**Deterioration of Farm Produce**

We will pay up to \$5,000 for deterioration of Your Farm Produce at Your Farm but only if the deterioration is as a result of prevention of access to Your Farm due to a road or railway in the vicinity of the Farm becoming impassable due to fire, flood, explosion, earthquake, storm, landslide, collapse or washout.

We will only pay up to the invoice or contracted sale price for the goods that become spoiled.

**Discharge of Mortgage Legal Costs**

We will pay the legal costs incurred by You to discharge any mortgage if Your Farm Building is an actual or constructive total loss.

**Employees' belongings**

We will pay up to \$10,000 each event for loss or damage to any tools, equipment, personal effects or clothing belonging to Your employees as a result of any Insured Event.

**Farm planning (*professional fees*)**

We will pay up to \$5,000 for Farm planning or professional fees reasonably incurred.

**We will NOT pay any amount under this clause if You have not insured Fencing under this section.**

## Section 3 / Farm Property

### Fire fighting

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

- (a) extinguishing fire at, near, or threatening to spread to the Farm
- (b) preventing or lessening the effect of any such fire
- (c) gaining access to the Farm after the fire has occurred, or
- (d) replenishing fire fighting equipment and water utilised in fire fighting activities.

### Government fees

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

#### Limitation:

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

### Inflation adjustment

During each Period of Insurance We increase the Farm Buildings and Farm Contents sums insured in line with the consumer price index until the next renewal date.

### Neighbours' fire fighting equipment

We will pay up to \$10,000 to replenish fire fighting equipment or for the Indemnity Value of fire fighting equipment belonging to Your neighbours which is damaged while fighting a fire on Your Farm.

### Overtime rates

If it is necessary to carry out 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 within Australia (*by a scheduled air or road carrier*), for up to 50% in excess of the usual cost of that freight.

### Professional Fees

For the cost of surveying, legal and other fees incurred in repairing or reinstating a Farm Building: We will pay up to 10% of the sum insured applicable to the damaged Farm Building.

### Removal of Debris

For the reasonable cost for removal, disposal, cleaning up or storage of debris or demolition, dismantling, shoring up or temporary repairs to any item(s) of Farm Property. Where the sum insured has been exhausted on any damaged item(s), We will pay up to an additional 10% of the sum insured or \$25,000 (*whichever is greater*) for the removal of debris.

### Replanting / Removal of Trees

Replanting / Removal of Trees – up to \$5,000 if trees on the Farm are damaged by fire, storm or malicious act; for the preparation and planting of seedlings.

### Rewriting of records

We will pay up to \$5,000 for the clerical cost You expend in rewriting documents as a result of destruction caused by any insured event.

We will not pay any amount if Your documents or computer records are insured under the 'Electronic Equipment' section of this Policy.

### Search and find

We will pay up to \$5,000 for the reasonable costs of locating the source of loss or damage caused by bursting or leaking of any water mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water.

### Solar panels and wind turbines

We will pay You for loss of income following a claim for Damage to solar panels and wind turbines.

**We will only do this if the Property is farming in nature.**

The amount We pay will be based on the average value per kwh that You were paid or credited in the last thirty (30) days prior to the claim. The most We will pay is \$5,000 during any one period of insurance. We will only pay up to the invoice or contracted sale price for the goods that become spoiled.

### Tax audit expenses

If You have chosen to insure tax audit expenses, We will pay any professional fees which are reasonably and properly charged in connection with an audit of Your Farm affairs which is conducted on behalf of the Australian Tax Office (ATO) or by a Commonwealth, State or Territory department body or agency in relation to income tax, fringe benefits tax, capital gains tax, wholesale and sales tax, payroll tax, goods and services tax or superannuation contributions tax.

**We will NOT pay:**

- (a) any fines, penalties, interest or adjustments to tax payable as a result of the audit
- (b) any more than the sum insured for tax audit expenses which is shown in the Coverage Summary
- (c) for fees for any work performed in connection with preparation of tax returns not previously submitted to the ATO or other authorised department body or agency
- (d) for fees in connection with any audit which You knew was to take place prior to the inception of this cover option
- (e) for fees incurred in connection with any prosecution which arises from the audit
- (f) if the audit relates to a tax return for a financial year that ended more than three years before You received the notice that the audit was to take place
- (g) if You did not receive the first notification of a proposed audit from the ATO or other authorised department body or agency within the Period of Insurance.

When You notify Us of any such circumstances, We will insure You under this Policy for any subsequent audit that relates to the circumstances which have been notified to Us, even if the audit occurs after the expiry of the Period of Insurance.

### Temporary Protection

For the cost of temporary protection of any damaged Farm Building until it is repaired or reinstated, We will pay a maximum of 10% of the sum insured applicable to the damaged Farm Building.

### The maximum amount We will pay

Unless We specifically agree to pay an amount in addition to the sum insured, We will not pay any more under this section than the lesser of the Replacement Cost or Indemnity Value (*whichever is applicable*) and the sum insured for each item of Farm Property.

This does not apply to any of the additional benefits listed above.



## Section 3 / Farm Property

### Insured Events which apply to this section

The left column of this table lists the insured events against which We cover the Farm Property You have chosen to insure under this section.

We will not pay for the loss or damage described in the right column of this table (or any loss or damage which is otherwise excluded under this section of the Policy.)

#### INSURED EVENTS

Loss or damage caused by:  
**Fire or Explosion**

**Lightning or thunderbolt**

**Explosion or collapse of boilers,**  
economizers or pressure vessels or their equipment and contents

**Earthquake, subterranean fire, volcanic eruption or tsunami**  
All destruction or damage occurring within a period of 48 hours of the Occurrence is regarded as the one Insured Event

**Bursting, leaking, discharging or overflowing** of fixed basins, shower bases or other fixed apparatus, fixed tanks or fixed pipes used to hold or carry liquid of any kind

**Accidental breakage** of fixed glass in Farm Buildings including fixed shower bases, basins, sinks, baths and toilets of the Farm Buildings

**Riots, Civil Commotions, Industrial or Political disturbances**

**Vandalism**, including malicious damage other than damage caused by You or anyone who permanently or temporarily lives with You

#### Impact by:

- a falling building, structure or part thereof
- a falling tree or part of a tree
- an animal
- a mast or a television or radio aerial that has broken or collapsed
- a vehicle, an Aircraft or a Watercraft
- space debris or debris from an Aircraft

#### Storm or Rainwater

(Continued on Page 46)

#### WE WILL NOT PAY FOR

#### Loss or damage to any item caused by:

- scorching, melting or charring unless by a visible flame
- the deliberate application of heat

Loss or damage caused by fluctuations in the power supply unless there is evidence of a lightning strike

Damage to boilers, economizers or pressure vessels or their equipment or contents where a certificate is required to be issued under the terms of any statute or regulations

#### Loss or damage which:

- is caused by the porous condition of any tiles grouting or sealant
- occurs gradually over time
- results from water escaping from a shower base not fitted with a tray or water proof membrane

Repair or replacement of the apparatus, tank or pipe itself

Breakage of glass in any glasshouse or greenhouse

#### Loss or damage intentionally caused by:

- any person at the Farm with Your consent or the consent of a person living at the Farm
- a tenant, or tenant's visitors
- You, Your Family or Your Family's visitors

#### Loss or damage to Farm Property caused by:

- a domestic animal kept on the Farm
- a falling tree or branch to any registered motor vehicle or its accessories
- rodents, vermin, birds or insects gnawing, chewing, pecking, clawing, scratching, or in any way polluting or contaminating Your Farm Property

**Loss or damage to:** automobiles, utilities, trucks, caravans, watercraft, motorcycles and trailers *(except trailers used with Farm Machinery and Mobile Implements as defined in Words with special meanings)*

#### Loss or damage caused by:

- action of the sea, high water, tidal wave
- atmospheric or climate conditions other than Storm
- erosion, shrinkage or an earth movement other than earthquake unless such loss or damage occurs within 24 hours of and as a direct result of Storm or Rainwater
- Flood
- mildew, algae
- water entering into any building as a result of structural defects, faulty design or faulty workmanship, or
- water seeping through a wall or floor

## Section 3 / Farm Property

### INSURED EVENTS

#### Storm or Rainwater

*(Continued)*

#### Landslide or Subsidence

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

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

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

#### Accidental damage to:

Farm Buildings, Mobile Farm Machinery, Farm Produce or Farm Contents

The total amount payable under this extension is limited to **\$25,000** or the unspecified contents sum insured shown in the coverage summary whichever is lesser

#### Accidental damage to:

Farm Buildings, Mobile Farm Machinery, Farm Produce or Farm Contents *(Continued)*

### WE WILL NOT PAY FOR

#### Loss or damage to:

- bridges, culverts, earth or gravel pathways or driveways or other unpaved surfaces
- Farm Property in the Open Air unless it forms part of a permanent structure designed to function without the protection of walls or roof
- Farm trees
- greenhouses, shade structures, hail nets or shade cloth, buildings whose roof and/or sides are constructed of plastic or any polymer substance, fibreglass, shade cloth or similar materials
- water entering the Farm Buildings through an opening made for the purpose of alterations, additions, renovations or repair

#### Loss or damage caused by:

- any order of any government, public or local authority including the confiscation, nationalisation, requisition, repossession of or damage to any property
- computer virus
- consequential loss of any kind other than as provided by the additional costs clause. This means We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation
- error or omission in design, plan or specification or failure of design
- faulty materials or faulty workmanship
- incorrect siting of buildings as a result of incorrect design or specification
- insured events listed above by any event or circumstance excluded therein
- machinery breakdown, electrical or electronic breakdown (*except for resultant damage*), boiler or pressure vessel explosion or implosion
- the action of birds, moths, termites or other insects, vermin, rust or oxidation, mildew, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish
- mould, unless directly arising from an event covered under this Policy
- wear and tear, fading, scratching or marring, gradual deterioration, or developing flaws, normal upkeep or making good, testing, intentional overloading, experiments of any kind

#### We will not cover loss or damage to:

- any property if Unspecified Contents cover has not been selected and shown in the coverage summary
- any property in transit other than incidental transit within situations occupied by You

#### We will not cover loss or damage to:

- live animals, birds or fish or any other living creature, (*other than Pacific Oysters or other molluscs against the risks of fire, explosion, lightning, Impact, earthquake and theft*)
- property during the course of, and as a result of, its processing
- shrubs or pot plants or Farm trees

## Section 3 / Farm Property

### INSURED EVENTS

#### Action of a civil authority

in attempting to prevent the spread of a fire

#### Theft of Farm Contents and Farm Produce

**The total amount payable under this extension is limited to \$25,000 or the Unspecified contents sum insured shown in the coverage summary, whichever is the lesser**

#### Theft of Mobile Farm Machinery

#### Accidental contamination of milk

Subject to Dairy Plant being insured in Section 6 Machinery Breakdown of this Policy We cover accidental contamination of milk as a result of contact with cleaning products or other foreign materials

#### Fusion of an electric motor

We will pay up to \$1,000 for the cost of rewinding, or at Our option, replacing the motor. Our choice will have regard to the circumstances of Your claim and consider any preference You may have. Fusion is the process of fusing or melting together of the windings of an electric motor following damage to their insulating material as a result of overheating caused by an electric current.

An excess applies to all claims for fusion of an electric motor, the amount of excess is shown on the Coverage Summary

#### Farm Produce and Livestock in transit

for Fire, Flood, Collision and/or Overturning of conveying vehicle, in accordance with the conditions and exclusions of the Transit section of this policy

### WE WILL NOT PAY FOR

- Any loss if Unspecified contents cover has not been selected and shown in the Coverage Summary
- Theft of Farm trees

- Any loss if Unspecified contents cover has not been selected and shown in the Coverage Summary
- More than the sum insured for any item

- Contamination by bacteria
- More than the average value per litre You were paid in the 5 working days prior to the loss
- More than \$10,000 in total for any one claim

Repair or replacement of additional service items

More than \$2,500 in total during any Period of Insurance

### Exclusions which apply to this section

**We will NOT pay** any claim which arises directly or indirectly out of:

- any process of cleaning, repairing, restoring, alteration or renovation
- consequential loss of any kind other than as provided by the additional costs clause. This means We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation
- loss or damage which is caused by failure to maintain Your Farm Property in a good state of repair and You knew or should have been reasonably aware of the need to rectify the problem which caused the loss or damage
- wear, tear, depreciation, deterioration, atmospheric conditions, mould, mildew, insects, vermin, action of light, rot, inherent defect.

**We will NOT pay** for any loss or damage to animals, birds or fish, (other than Pacific Oysters or other molluscs against the risks of fire, explosion, lightning, Impact, earthquake or theft).

### Conditions which apply to this section

There are also general conditions that apply to all sections of this Policy.

If You have selected the Replacement Cost, then the following conditions apply:

### Additional cost of reinstatement

In addition to the Replacement Cost, We will also pay any additional costs You incur in reinstating the Farm Buildings to comply with any legislative requirements.

#### However:

- these additional costs will not be subject to any adjustment for underinsurance
- this does not include the costs of complying with any requirement imposed on You before the insured event occurred, and
- We will not pay more than the sum insured shown in the Coverage Summary.

If the cost of repair or reinstatement of the damage is less than 50% of the cost of replacement of the whole of the Farm Building which is damaged, notwithstanding the following clause,

**We will only pay** the additional cost of complying with the legislative requirements which are directly attributable to the damaged portion.

### Commencement of work

You must start the work required to repair, or reinstate the Farm Property within 6 months unless We agree otherwise. If You do not, We will only pay the costs that would have been incurred had the work started at the time it should reasonably have been started to the extent the delay is not caused by Us or Our agent, supplier, repairer, builder or provider.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

# 4

### Section 4 / Livestock & Working Dogs

***This section of the Policy covers the Livestock or working dogs that You have chosen to insure.***

If You have chosen this cover it will be shown on Your Coverage Summary.

#### What We insure

Under this section We insure:

- (a) the Livestock or working dogs that You have chosen to insure
- (b) against death or theft which occurs during the Period of Insurance
- (c) while the Livestock or working dogs are:
  - at a saleyard, or breeder's property
  - at the Farm
  - on agistment
  - on exhibition, or
  - on a public road or public land other than when they have strayed from unfenced land or open pasture.

*The Livestock or working dogs that You have chosen to insure are shown in the Coverage Summary.*

#### Definitions which apply to this section

##### Endemic Disease

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

##### Exotic Disease

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

##### Retail Value

Retail Value is the saleable value of the Livestock at the time of damage or loss.

#### Working Dogs

Dogs that are used in connection with the Farm activities, but not dogs kept as domestic pets.

#### What We pay

When Livestock are insured by this section, We will pay for:

- death caused by fire, lightning, explosion, earthquake and malicious damage
- death following Impact by any tree, We will also pay the cost of removing and disposing of the fallen tree
- death following Impact by a falling television or radio antenna, mast or dish
- death following Impact by any tree, vehicle or Aircraft or articles dropped from the Aircraft
- destruction for humane reasons following an insured peril and certified by a qualified veterinarian
- theft up to the amount specified in the Coverage Summary.  
**All theft claims must be supported by a police report.**

When Working Dogs are insured and specified in the Coverage Summary We will pay for:

- death caused by accident, injury or illness
- destruction for humane reasons following certification by a qualified veterinarian
- theft. **All theft claims must be supported by a police report.** In the event the police are unable to assist You, please contact Us to discuss alternatives
- veterinary costs following an accident or injury provided such costs are economically warranted. This benefit is limited to \$1,000 and is not payable in addition to the sum insured.

When Working Dogs are not specified in the Coverage Summary but Livestock are insured, We will pay up to \$500 for:

- death caused by accident or injury
- veterinary costs following an accident or injury provided such costs are economically warranted. This benefit is limited to \$500 and is not payable in addition to the sum insured.

#### How much We will pay

Following death of insured animals We will pay:

- **the sum insured** – provided an individual amount per animal has been specified e.g. 100 sheep at \$100 = \$10,000
- **Retail Value** – if the sum insured is not specified e.g. all Livestock \$10,000.

## Section 4 / Livestock & Working Dogs

### Additional Benefits

#### Biohazard

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

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

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

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

**We will NOT cover You for:**

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

#### Cost of disposal

In addition to the sum insured, We will pay the reasonable costs incurred by You for the disposal of carcasses after an event insured by this section up to the lesser of 5% of the sum insured or \$5,000.

#### Death caused by dogs not owned by You

**We will pay for:**

- death of Livestock caused by a dog or dogs not owned by You up to \$5,000. The increased benefit of \$5,000 is only intended to apply to Livestock nominated and shown in the Coverage Summary.

Your sum insured is automatically reduced by any loss but We will consider reinstating it on payment of an extra premium advised by Us.

#### Excess

For each claim made under this section You will have to pay an excess. The amount of the excess is shown on Your Coverage Summary.

#### Fire extinguishment and prevention costs

- extinguish a fire at or in the vicinity of Livestock insured at the Situation
- prevent or reduce damage to Livestock insured at the Situation
- replenish Your fire fighting apparatus after use in any of these events.

The most We will pay is \$10,000.

#### Increase in sum insured

The sum insured for Livestock is increased by 20% for a period of 3 calendar months, such term as specified in the Coverage Summary. If no period is indicated in the Coverage Summary the 3 calendar months will begin from the inception date of the policy period.

### Maximum amount

Unless We specifically agree to pay an amount in addition to the sum insured, We will not pay any more than the sum insured shown in the Coverage Summary for this section for each animal or category of animal.

#### Stud animals

We will pay up to \$10,000 per animal and \$50,000 in aggregate for death by accident anywhere in Australia or New Zealand of stud cattle, stud sheep and stud goats for a period not exceeding 7 days from their date of purchase by You from a registered Livestock dealer.

#### Teat Damage

If as a result of an insured event to Livestock which are used for milk production or breeding are not able to yield milk, then We will pay the loss of value of the Livestock.

**We will NOT pay for any consequential loss of any kind except if specifically covered under this Policy.**

This means **We will NOT pay** for direct or indirect financial or economic loss, for example loss of use, loss of profits or depreciation.

#### Temporary protection

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

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

### Exclusions which apply to this section

**We will NOT pay for death or loss:**

1. of any Livestock or Working Dog (*except as provided under the heading "Stud animals"*) while in transit other than on Your Farm Property or directly between Farm Properties owned or operated by You.
2. of any Livestock or Working Dog which was not in sound health, or was suffering from any injury or physical disability at the time this insurance started, unless You were unaware of, and a reasonable person in the circumstances could not have been expected to be aware of such injury, illness or physical disability.
3. of poultry except where death is directly caused by fire, or lightning to the Farm Buildings in which the poultry is housed.
4. of Working Dogs if they are less than two months or more than ten years old.
5. of Working Dogs which is caused by or results from:
  - theft by any member of Your Family or employees
  - the loan of the working dog to another person for monetary reward, or under any financial arrangement.

### Conditions applying to this section

There are also general conditions which apply to all sections of this Policy.

- You must tell Us as soon as reasonably possible of the death of any working dog insured under this section.
- We may arrange a post mortem examination by a veterinary surgeon.
- You must reasonably keep any carcass until You advise Us of the death, so We can inspect it at a reasonable time and place, if required.
- You must provide Us with full written particulars of the cause of death, the identity and value of the animal as soon as reasonably possible after its death.
- You must authorise the release to Us of any veterinary records We may need in relation to the claim.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

### Section 5 / Farm Liability

# 5

***This section of the Policy covers You for Your legal liability for injury or damage to other people or their property.***

This liability must arise out of something that happened in connection with Your Farm Business while this Policy was in force and caused by an Occurrence in connection with Your business.

If You have chosen this cover it will be shown on Your Coverage Summary.

#### What We insure

This section insures Your legal liability to pay compensation to others in the circumstances which are set out in the sections headed 'What We will pay' and 'Extensions/qualifications to this cover' of this section of the Policy.

#### Definitions which apply to this section

##### Medical practitioner

Includes qualified medical practitioners, nurses, dentists and first aid attendants.

##### Occurrence

An event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage or advertising liability which You neither expected nor intended to happen.

##### Personal injury

- (a) a publication or utterance of a libel or slander or other defamatory or disparaging material,
- (b) assault and battery which is not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to person or property.
- (c) Bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury,
- (d) false arrest, wrongful detention, false imprisonment or malicious prosecution,
- (e) wrongful entry or eviction or other invasion of privacy,

##### Pollutants

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.

##### Products

Any goods, products and property after they have ceased to be in Your possession or under Your control which were (or is deemed by law to have been) manufactured, grown, extracted, constructed, erected, installed, repaired, serviced, treated, sold, supplied, or distributed by You in connection with Your Farm Business.

Products includes any container of that property other than a Vehicle.

##### Property damage

- (a) loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence,
- (b) physical damage to, or loss or destruction of, tangible property including any resulting loss of use of that property.

##### Vehicle

Any type of machine on wheels or self-laid tracks which is intended to be propelled by other than manual or animal power. Vehicle includes any trailers or other attachments which are intended to be drawn by any machine.

##### You, Your

In this section means:

The persons and entities who are named in the Coverage Summary as the Insured and includes:

- (a) if the insured named in the Coverage Summary is a company, all subsidiary companies (now or subsequently constituted) of the insured named in the Coverage Summary provided their places of incorporation are within Australia or any territory of Australia,
- (b) every director, executive officer, employee, partner or shareholder of the Farm Business (or in a company described in paragraph (a)) but only while acting within the scope of their duties in such capacity,
- (c) every principal, in respect of that principal's liability for You (or in a company described in paragraph (a)) caused by the performance of work for that principal, but subject always to the extent of coverage and the limit of liability provided by the section,
- (d) every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance service formed with Your consent (other than an insured designated in paragraphs (c) and (e)) in respect of claims arising from their duties connected with the activities of any such club, organisation or service. This insurance will not apply to personal injury to or property damage of any participants of any game, match or the like

## Section 5 / Farm Liability

- (e) Your partner, joint venturer, co-venturer or joint lessee but only with respect to liability incurred as the partnership, joint venture, co-venture, joint lease.
- (f) Your directors or senior executives in respect of any private work undertaken by Your employees for such director or senior executive.

### What We will pay

#### Legal liability

Subject to the following, We will pay to You or on Your behalf:

- (a) any amount that You are legally liable to pay to another person including costs awarded against You
- (b) for Personal Injury or Property Damage happening within the Period of insurance
- (c) which arises out of an occurrence in connection with the Farm Business.

#### Legal costs

In addition to the limit of liability, We will pay in relation to a claim covered under this Policy, all:

- (a) costs awarded against You and all interest accruing after judgement until We have paid, tendered or deposited in court that part of any judgement which does not exceed the limit of liability;
- (b) costs or expenses incurred by You for rendering first aid to others at the time of any Personal Injury; provided that:
  - (i) if to dispose of or settle a claim covered under this Policy, compensation is payable in excess of the limit of liability, Our liability in respect of these costs and expenses will be limited to the proportion of the costs and expenses as the limit of liability bears to the total compensation payable to dispose of or settle the claim;
  - (ii) We will not pay for any costs or expenses that are incurred after We have paid or agreed to pay an amount equal to the limit of liability; and
  - (iii) in relation to any claim made and actions instituted within the United States of America or the Dominion of Canada or their territories, protectorates or dependencies, Our liability to pay any of the costs or expenses detailed above shall be included in the limit of liability, and not paid in addition to the limit of liability;
- (c) expenses incurred by Us in defence of a claim; and
- (d) reasonable costs and expenses, other than loss of earnings, incurred by You with Our written consent.

#### Defending claims

- (a) In the conduct of Your defence We reserve the right to investigate, negotiate and settle any claims or suit as We consider appropriate.
- (b) We will defend any proceedings against You seeking damages for Personal Injury and/or Property Damage in Your name and on our behalf even if the suit is groundless or fraudulent.
- (c) We will not defend any proceedings after the applicable limit of liability has been exhausted.

### Additional Benefits

#### Cross liabilities

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each, provided that nothing in this clause results in the increase of the limit of liability in respect of any Occurrence or Period of Insurance.

#### Overspray damage

We will pay for Property Damage claims arising as a result of ground based spraying operations carried out in connection with Your Farm Business, however:

- (a) We will not pay for property which You own or have any interest in, and
- (b) We will not pay claims for any environmental impairment that may result from the spraying.

#### Property in Your control

We will not pay any amount for claims for Property Damage to property in Your physical or legal control other than claims in relation to:

- (a) premises which You rent (including the landlord's fixtures and fittings)
- (b) premises (and their contents) which You do not own or rent but which You temporarily occupy to carry out work in or on the premises (except for Property Damage to that part of the premises or their contents on which You are working)
- (c) a Vehicle in Your physical or legal control where the Property Damage occurs in a car park that You own or operate.  
**We will NOT pay if:**
  - You own or operate the car park for reward as part of Your Farm, or
  - the vehicle is owned or being used by You or on Your behalf.
- (d) employee's property
- (e) other tangible property which is not owned by You but is in Your physical or legal control, which You are not required to insure under a contract or agreement. This does not apply to any property on which You are or have been working.

#### The maximum amount We will pay

for claims for Property Damage to Livestock and property in Your physical or legal control arising out of the one Occurrence is:

- (a) **\$100,000** any one animal any one Occurrence
- (b) **\$250,000** any other item of property any one Occurrence
- (c) **\$250,000** in the aggregate any one Period of Insurance.

#### Registered Vehicles

Subject to the following, We will not pay for any claims for Personal Injury or property damage which arise out of the ownership, possession, operation or maintenance by You of any Vehicle, 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 has been affected).

#### However, We will pay claims for:

- (a) Personal injury where
  - that compulsory liability insurance or statutory indemnity does not provide indemnity, and
  - the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.



## Section 5 / Farm Liability

- (b) Personal Injury and Property Damage claims arising from Your use of a registered vehicle as a tool of trade on a work Site.
- (c) **Property damage**
- arising out of and during the loading or unloading of goods to or from any Vehicle,
  - caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling while being operated or used by You or on Your behalf within the confines of the Farm,
  - caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle (excluding while the Vehicle is travelling, transporting or carting goods) at any work Site.
- (d) **Property Damage or Personal Injury** arising out of the ownership, possession, operation or maintenance by You of any mobile Farm Machinery which
- is used in connection with the Farm Business, and
  - is on Your Farm or any private property or roadway or a road and is being driven for the purpose of:
    - delivery to or from Your Farm after You have purchased or sold it, or
    - going to or returning from a workshop for the purpose of repair or service, or
    - moving in rural areas between properties used or cultivated for primary production.
- (e) Property Damage where any vehicle which is registered or required under any legislation to be registered is being used in connection with Farm Business on any private property or a roadway but no cover applied if the Vehicle is insured for third party Property Damage in the motor vehicle section of this Policy or any other motor vehicle Policy.

**We will NOT pay** under this clause 'Registered Vehicles' any amount for which You are or are required to be insured by any law relating to the compensation of persons for injuries received in motor Vehicle accidents.

### Optional extension - Aerial crop spraying / Aerial spraying

The following extension only applies if your coverage summary shows that this extension has been selected and an additional premium has been paid

We will pay the amount You are legally liable to pay for an Occurrence, resulting from the spraying of chemicals from an Aircraft, used by a contractor on Your behalf.

You must take reasonable precautions to ensure that the chemicals are applied in accordance with the manufacturers guidelines.

*The most We will pay during any one Period of Insurance is:*

- (a) Limited to \$100,000 if the spraying of chemicals from an Aircraft is done in connection with cotton farming or
- (b) Limited to \$1,000,000 if the spraying of chemicals from an Aircraft is done in connection with farming other than cotton farming

### Optional extension - Landing areas:

The following extension only applies if your coverage summary shows that this extension has been selected and an additional premium has been paid.

#### Landing areas

We will pay for Property Damage and Personal Injury claims that arise from the maintenance by You of any landing areas on Your Farm.

Landing area includes any area on which Aircraft land, take off or are housed, serviced or operated.

**However, We will NOT pay any amount if:**

- (a) the landing area does not comply with all relevant regulations, statutes and by-laws in force, and
- (b) You operate the landing area for financial gain.

#### Use of Drones

**We will pay the amount You are legally liable to pay for Personal Injury or Damage to Property, which happens during the Period of Insurance, in respect of the use of a Drone whilst being used for:**

- bird scaring
- carrying of payloads
- inspecting crops
- locating Livestock
- mustering or herding
- photography including infra-red and thermal imaging, Normalised Difference Vegetation index photography
- surveying

**provided that:**

the Drone is used in accordance with the Civil Aviation Safety Authority rules in relation to remotely piloted aircraft (RPAs).

#### The maximum amount We will pay

##### Limit of liability

**We will NOT pay more than the limit of liability shown in the Coverage Summary for this section:**

- (a) for all claims during any one Period of Insurance when the Personal Injury or Property Damage is caused by Your products
- (b) for each other claim or series of claims for Personal Injury or Property Damage which is caused by or arising from the same Occurrence
- (c) for Farm Pollutants: all claims during any one Period of Insurance
- (d) for fire or Flood: all claims during any one Period of Insurance.

#### Excess

For each claim You make under this section of the Policy You will have to pay an excess. The amount of the excess is shown on the Coverage Summary.

#### Exclusions which apply to this section

**We do NOT insure You for:**

##### 1. Aerial spraying

Claims arising directly out of any aerial spraying.

##### 2. Aircraft and Watercraft

Claims arising out of:

- (a) the ownership, maintenance, operation or use by You of:
- any Aircraft or hovercraft, or
  - any Watercraft exceeding 8 metres in length, except while stored on land.
- (b) Your Products that are Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge is incorporated in an Aircraft.

##### 3. Asbestos

Death, injury, loss, damage or liability of any nature which is directly or indirectly connected in any way with asbestos.

## Section 5 / Farm Liability

### 4. Contractual liability

Liability in respect of any obligation assumed by You under any agreement except to the extent that:

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

### 5. Defamation

Liability arising out of the publication or utterance of any defamatory material:

- (a) made by You or at Your direction when You knew it was false
- (b) made prior to the commencement of the Period of Insurance, or
- (c) related to advertising, broadcasting, or telecasting activities conducted by You or on Your behalf.

### 6. Defect in design

Any defective design or error in specification or formula in any of Your Products but We will insure You for Products You do not manufacture but are sold, supplied or distributed by You where by law You are deemed to be the manufacturer.

### 7. Employment liability

Any liability:

- (a) any claim or claims arising out of the provisions of any workers' compensation legislation or any industrial award or agreement or determination
- (b) for Personal Injury to Your employees arising directly or indirectly out of their employment in Your Farm Business  
  
Provided this exclusion (b) does not apply in respect of liabilities for injury which are not compensated under the workers' compensation legislation in Queensland and Northern Territory where employment is not a major significant factor causing the injury
- (c) where You would have been entitled to seek indemnity under any Policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation including any legislation of any state or territory *(even if You have not taken out that insurance)*.

For the purpose of this exclusion 'employee' means any person engaged under a contract of service or apprenticeship with You but does not include any person employed under such contract who is excluded from the definition 'worker' under any workers' compensation legislation.

### 8. Excluded persons

Personal Injury to:

- (a) where You are a company
  - any director of Your company or
  - any Family of a director of Your company
- (b) You or Your Family.

### 9. Exports to USA or Canada

Claims for Personal Injury or Property Damage caused by or arising out of the Products knowingly exported by You or Your agents or servants to the United States of America or Canada.

### 10. Faulty workmanship

Liability to perform, complete or rectify any work undertaken by You or on Your behalf, or to pay the cost of performing, completing or rectifying such work.

### 11. Fines, penalties

Fines, penalties or liquidated damages.

### 12. Genetically Modified or Engineering Organism

Liability directly or indirectly caused by or arising out of any Genetically Modified or Engineered Organism manufactured or imported by You.

### 13. Host Farms

Property Damage or Personal Injury which arises out of the use of the Farm for providing accommodation, tourism or leisure facilities or activities for reward unless specified on Your Policy Coverage Summary.

### 14. Information technology hazards, computer data, program and storage media

- (a) Personal Injury or Property Damage arising, directly or indirectly, out of, or in any way involving Your 'internet operations'.

This exclusion does not apply to Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its Site.

Internet operations means the following:

- (i) access through Your network to the world wide web or a public internet Site by You or Your employees, including part-time and temporary staff, contractors and others within Your organisation
- (ii) access to Your intranet (*meaning internal company information and computing resources*) which is made available through the world wide web for Your customers or others outside Your organisation
- (iii) the operation and maintenance of Your website, and
- (iv) use of electronic mail systems by You or Your employees, including part-time and temporary staff, contractors and others within Your organisation.

Nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

- (b) Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

- (i) the use of any computer hardware or software
- (ii) the provision of computer or telecommunication services by You or on Your behalf
- (iii) the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

## Section 5 / Farm Liability

### 15. Loss of use

Loss of use of tangible property which has not been physically damaged, or lost or destroyed as a result of:

- (a) a delay or lack of performance by or on behalf of You of any agreement
- (b) failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented.

This does not apply to loss of use of other tangible property which results from sudden and accidental physical damage to or destruction of Your Products after they have been put to use by any person or organisation other than You.

### 16. Pollution

Liability directly or indirectly caused by or arising out of the discharge, dispersal, release, escape or seepage of Pollutants into or upon any property, land, the atmosphere, watercourse or body of water. We shall also not be liable to pay any costs and expenses incurred in the prevention, removal or clean-up of such Pollutants. This exclusion shall not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place and provided the limit of Our liability in such circumstances, whether or not there is more than one Occurrence during the Period of Insurance, is limited in the aggregate to the limit of liability.

### 17. Product defect

Property Damage to Your Products if the damage is attributed to any defect in them or to their harmful nature of or unsuitability.

### 18. Product recall

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss of use of Your Products or 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.

### 19. Professional liability

Claims arising out of the rendering of or failure to render any professional advice or service by You, or any related error or omission.

This exclusion does not apply to a Medical Practitioner You employ to provide first aid and other emergency medical services at Your Farm, provided such professional advice or service is not given for a fee.

### 20. Property in custody and control

Property Damage to:

- (a) property in Your physical or legal control, except as provided for in extension/qualification 'property in Your control', or
- (b) property You own or property rented to You.

### 21. Punitive damages

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

### 22. Territorial limits

Claims made and actions:

- (a) instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the Courts of those countries, or
- (b) to which the laws of the United States of America or Canada apply.

This exclusion does not apply to claims and actions arising from the presence outside Australia of any person who is normally resident in Australia and who is not undertaking manual work or supervision of work of any kind while in the United States of America or Canada.

However We will pay no more than the limit of liability shown in the Coverage Summary (inclusive of all legal costs, expenses and interest) for any such claims.

### 23. Treatment or dispensing

Personal Injury or Property Damage arising from:

- (a) the dispensing of drugs, medicines, pharmaceutical supplies or artificial aids, or
- (b) the treatment by You or on Your behalf of humans or animals for any physical or mental deficiency, injury, illness or disease.

### Conditions which apply to this section

There are also general conditions which apply to all sections of this Policy.

### Inspections

You must allow Us to examine and audit Your Farm Business books and records at any reasonable time during or within 3 years of the expiry of the Period of Insurance. Our rights of examination and audit after expiry of the Policy are restricted to matters which are relevant to the Policy.

Neither Our right to make, nor Our failure to make, nor Our making of any inspection, nor any report of an inspection may be used by You or others in any proceedings involving Us.

### Joint insureds

Where You comprise more than one person or a company, We will treat each as a separate insured. The words You or Your will apply to each in the same manner as if a separate Policy had been issued to them.

This does not alter or increase the limit of liability for this section for any Occurrence or Period of Insurance and is subject to exclusion 2 – 'excluded persons' in the 'Farm Liability' section of this Policy.

### Reasonable care

In addition to Your obligations set out in the general conditions of the Policy, You must:

- (a) at Your own expense take reasonable action to trace, recall or modify any of Your Products which contain any defect or deficiency which You know about or have reason to suspect.
- (b) take all reasonable precautions to comply and ensure that Your employees, servants and agents comply with all relevant statutory obligations, by-laws or regulations imposed by all relevant public authorities:
  - for the safety of persons and property
  - for the disposal of waste Products, or
  - for the handling, storage or use of flammable liquids, infectious or explosive substances, gases or toxic chemicals.
- (c) take all reasonable precautions to prevent the manufacture, sale or supply of defective Products.

This includes but is not limited to any of Your products which are subject to a government or statutory ban.

### Territorial limitations

The indemnity provided by this section applies world wide subject to the exclusion headed 'Territorial limits'.

# Farm Insurance Policy Part B

## Policy Terms and Conditions



### Section 6 / Machinery Breakdown

***If any item referred to in the Coverage Summary suffers Insured Damage We will indemnify You in respect of such loss or damage as provided in the basis of settlement clause.***

#### What We insure

If any item or items or any part of an item referred to in the Coverage Summary, suffers Insured Damage during the Period of Insurance We will indemnify You in respect of such loss or damage as provided in the basis of settlement clause.

If You have chosen this cover it will be shown on Your Coverage Summary.

#### Definitions which apply to this section

##### Accidental contamination of milk

Subject to Dairy Plant being insured We cover accidental contamination of milk as a result of contact with:

- cleaning products
- refrigerants used in the dairy
- other foreign material
- rise and fall of temperature due to failure of the Dairy Plant
- sudden and unforeseen failure of the public power supply.

#### We will NOT pay for:

- Loss or damage following loss of public power supply due to:
  - (a) the deliberate act of any public power supply authority
  - (b) the decision by any public power supply authority to restrict or withhold supply
  - (c) shortage of power generation fuel or water
- Contamination by bacteria
- More than the average value per litre You were paid in the 5 working days prior to the loss
- More than \$10,000 in total for any one claim.

#### Additional Covers

We will indemnify You for loss or damage to property not insured under this section which is owned by You or if You are responsible for loss or damage to it provided:

- that loss or damage occurred within the location during the Period of Insurance as a direct result of Impact from part of an insured item of Plant and Machinery and
- the loss or damage is directly caused by Insured Damage and occurs in circumstances where cover is provided, and not excluded under this section and provided We will not pay more than the sum insured or limit any one loss as specified in the Coverage Summary for that insured item of Plant and Machinery as specified in the Coverage Summary for loss or damage caused to the uninsured item.

#### Dairy Plant

Dairy Plant means a bulk milk vat including, but not limited to, all of the associated motors and compressors, milk transport pumps; milking machinery pumps and motors, wash down pumps and motors.

#### Basis of Settlement

In the event of Insured Damage under this section We will pay You, up to the sum insured or limit any one loss (whichever is selected) less the applicable excess, the reasonable cost of repairs or replacement necessary to return the insured item to its former state of operation including:

- (a) charges for overtime and work on public holidays where necessarily and reasonably incurred
- (b) cost of dismantling, re-erection and removal of debris
- (c) freight within the Commonwealth of Australia by any recognised scheduled service
- (d) hire of a temporary replacement item during the time taken to repair damage to any insured item, and
- (e) replacement of refrigerant lost from an insured item as a direct result of Insured Damage.

provided the total of all these costs in clauses (c),(d) and (e) in this section are limited to 50% of the normal cost of repair payable under this section.

Our liability inclusive of these additional costs will not exceed the sum insured specified in the Coverage Summary.

**All Insured Damage which can be repaired must be repaired, however should the item be uneconomical to repair due solely to the nature of the Insured Damage, settlement will be as follows:**

- (a) the cost of replacement of the insured item by an item of similar function, type, capacity and quality in a condition equal to, but not better than, the condition of the insured item when new, or
- (b) the limit any one loss if the blanket cover is selected, or
- (c) the sum insured for the insured item if selected machinery cover is selected.

## Section 6 / Machinery Breakdown

We will pay the lesser (a), (b) and (c).

We are not required to replace or repair the insured item exactly, but to repair or replace to an equivalent standard.

The value of any salvage will be subtracted from any amount payable under this section.

The sum insured for insured items of Plant and Machinery specified in the Coverage Summary will be automatically reinstated following Insured Damage for no extra premium.

The amount of each claim otherwise payable will be reduced by the amount of the excess shown in the Coverage Summary. For each claim You make under this section You will have to pay an excess.

Where components or manufacturer's specifications are no longer available due to obsolescence, the basis of settlement will be the cost which would have been incurred if the components or specifications had still been available

### Dairy Plant

Dairy Plant means a bulk milk vat including, but not limited to, all of the associated motors and compressors, milk transport pumps; milking machinery pumps and motors, wash down pumps and motors.

### Deterioration of Stock in cold storage – extension

If You have chosen this cover it will be shown on Your Coverage Summary.

### Insured damage

Sudden and unforeseen physical loss or damage to the insured item which occurs during the Period of Insurance and requires immediate repair or replacement to allow continuation of use.

### Plant and Machinery

Refers to:

- **Cover 1 – Blanket cover**
  - (a) 'Electrical and mechanical' items driven by motors with capacity not exceeding 15 kilowatts (20HP), including electronic and other integral parts of the insured items including boilers, pressure vessels and pressure pipe systems as defined in (b) below.
  - (b) 'Boilers, pressure vessels and pressure pipe systems' means the permanent structure of those insured items which are subject to internal steam, gas or fluid pressure (*other than atmospheric pressure*) including all direct attachments connected to the permanent structure and includes with respect to boilers the rotating, reciprocating or electrical apparatus attached to them.
- **Cover 2 – Selected machinery covers**

Items as selected including electronic and other integral parts of the insured items.

### Plant and Machinery does not include:

- (a) computers, electronic data processing equipment, office equipment, telecommunication transmitting and receiving equipment, audio visual amplification and surveillance equipment
- (b) domestic appliances
- (c) lifts or escalators
- (d) research, diagnostic and electro medical equipment
- (e) submersible pumps with respect to Cover 1 (*Blanket cover*)
- (f) televisions, videos, gambling or amusement machines
- (g) vehicles or mobile plant.

### Scope of Cover

We will indemnify You up to the sum insured for loss of or damage to the stock specified on the Coverage Summary while the stock is contained in the cold storage spaces cooled by the Plant and Machinery nominated in the Coverage Summary, and caused by deterioration or putrefaction as a result of:

- (a) contamination of the stored stock by the accidental escape of refrigerant into the cold chamber
- (b) Insured Damage to the refrigeration machinery
- (c) operation of or failure to operate, controls or protective devices within the refrigeration machinery, but this does not include loss caused by the manual operation or manual setting of controls or protective devices
- (d) sudden and unforeseen failure of the public power supply, or
- (e) sudden leakage of refrigerant from the refrigeration machinery or pipe system forming part of the refrigeration machinery occurring during the Period of Insurance at the location.

### Basis of Settlement

- (a) We will pay the cost of replacement of the lost or damaged stock calculated immediately prior to the loss or damage occurring, but We will not pay more than the sum insured stated in the Coverage Summary for the stock less the applicable excess.
- (b) The amount We pay for each claim will be reduced by the amount of the excess shown in the Coverage Summary.

### Exclusions – applying to this extension

(in addition to the exclusions contained in 'Exclusions applying to this section').

### We will NOT pay for:

1. any loss or damage due to shrinkage, inherent defects or diseases
2. loss or damage caused by improper storage, collapse of the packing material or storage structure
3. loss or damage following loss of public power supply due to:
  - (a) shortage of power generation fuel or water
  - (b) the decision by any public power supply authority to restrict or withhold supply
  - (c) the deliberate act of any public power supply authority, and
4. penalties for delay or detention or consequential loss or damage or liability of any nature whatsoever. This means **We will NOT pay** for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.

The sum insured under this extension will be automatically re-instated following Insured Damage for no extra premium.

## Section 6 / Machinery Breakdown

### We will NOT pay for:

1. loss or damage caused by or arising from:
  - (a) a lubricating or cooling fault or failure to any unattended engine unless the engine is fitted with an operational automatic safety engine monitoring device which will cut off the engine in the event of failure. This exclusion does not apply to refrigeration machinery unless operated by a diesel motor
  - (b) a reduction in pressure or water flow to below ground turbine pumps, submersible pumps or motors unless fitted with an operational pressure or flow cut out switch which will stop the motor if the normal flow is interrupted
  - (c) chemical explosion (*other than explosion of flue gas in boilers*)
  - (d) earthquake, subterranean fire or volcanic eruption
  - (e) extinguishing a fire including subsequent demolition or repair work
  - (f) fire, smoke or soot
  - (g) Impact of landborne vehicles, aircraft or waterborne craft
  - (h) intentional or malicious damage
  - (i) landslip or subsidence
  - (j) lightning
  - (k) Storm, tempest, Flood, windstorm or cyclone
  - (l) the carrying out of tests involving abnormal stresses, including overloading of any insured item
  - (m) theft or burglary, or
  - (n) water escaping, discharged or leaking from any source which is external to the Plant and Machinery insured.
2. the cost of:
  - (a) adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment
  - (b) repairs to piping and other ancillary systems due to cracking of pipe work
  - (c) replacement of component parts worn through normal machine operation
  - (d) replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, thermal expansion valves, cutting blades, crushing surfaces, glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media, or
  - (e) replacement of refractory or brickwork forming part of an insured item unless necessary as part of the rectification of Insured Damage not otherwise excluded under this section.
3. the cost of:
  - (a) alteration, additions, improvements or overhauls whether carried out in the course of repairs covered by this Policy or as a separate operation
  - (b) damage caused by the movement of foundations, masonry or brick work
  - (c) damage caused to insured item or items caused by any hydraulic testing
  - (d) maintenance work including but not limited to the tightening of loose parts, recalibration or adjustments
  - (e) modification or alteration of insured plant which has suffered Insured Damage to enable it to operate with a more ozone friendly refrigerant gas as required by the UNEP (*United Nations Environmental Protection*) Montreal Protocol with respect to substances which deplete the ozone layer
  - (f) removal or installation of underground pumps and well casings unless specifically noted on the Coverage Summary. This exclusion does not include submersible pumps
  - (g) repair of blisters, laminations, flaws or grooving even when accompanied by leakage
  - (h) repair of scratches to painted or polished surfaces
  - (i) repair of slowly developing deformation or distortion of any part
  - (j) repairs to shaft keys requiring tightening, fitting renewal
  - (k) repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections which are defective or leaking
  - (l) replacement of lighting equipment, reticulating electrical wiring, reticulating liquid and gas piping and ducting, or
  - (m) replacement or repair, caused by gradual deterioration (*including rust, corrosion, erosion, oxidation or scale formation*).

4. consequential loss. This means **We will NOT pay** for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.
5. Insured Damage to any item being moved caused by dual lifting.
6. anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant Item or any other person.

### Special conditions which apply to this section

There are also general conditions which apply to all sections of this Policy.

In addition to complying with those general conditions, on the happening of any Occurrence which might give rise to a claim under this section You must:

- (a) preserve any damaged or defective plant or items and make them available to Us for inspection
- (b) take all reasonable steps to minimise the extent of the loss.

Our liability will cease for any plant which has sustained damage and is operated without having been repaired in a manner consistent with the generally accepted rules of engineering practice.

### Newly installed items

At the end of each Period of Insurance You will furnish Us with details of any items newly installed or which have been deleted during the Period of Insurance. Additional or return premiums will be calculated corresponding to the type and value of the items and the Period of Insurance from the time of completion of the successful commissioning of the items. Provided that Our liability for all additional items will not exceed fifty percent of the total sum insured or limit of liability as stated in the Coverage Summary.

### Inspection

You will permit Us or Our representative at all reasonable times the right to inspect and examine any items insured by this section.

This insurance only applies after completion of successful initial commissioning.



# Farm Insurance Policy Part B

## *Policy Terms and Conditions*

### Section 7 / Electronic Equipment

#### What We insure

If any insured item or items of Electronic Plant or any part of an item of Electronic Plant specified in the Coverage Summary which is at the location or is at other premises for the sole purpose of maintenance, repair or service suffers Insured Damage during the Period of Insurance, We will indemnify You as provided in the basis of settlement.

If You have chosen this cover it will be shown on Your Coverage Summary.

#### Definitions which apply to this section

##### Electronic Data

The information stored on the electronic data media.

##### Electronic Data Media

The discs or tapes used in the computer to store the information.

##### Electronic Plant

All computers, word processors including all ancillary equipment attached thereto, software, other electronic equipment as specified in the Coverage Summary as insured items.

##### Insured Damage

Sudden and unforeseen physical loss or damage to the insured item which occurs during the Period of Insurance and requires immediate repair or replacement to allow continuation of use, caused by malicious or accidental damage, vibration, power surge, low voltage, mechanical, electrical and electronic breakdown.

##### Software

The collection of programs which cause a computer to perform a desired operation or series of operations.

#### Basis of Settlement

- (a) In the event of Insured Damage to the insured item of Electronic Plant We will pay the cost of replacement or repairs necessary to return the Insured Item to its former state of operation including:
- (i) charges for overtime and work on public holidays where necessarily and reasonably incurred
  - (ii) cost of dismantling, re-erection and removal of debris, and
  - (iii) freight within the Commonwealth of Australia by any recognised scheduled service
- provided that the costs in clauses (ii) and (iii) above are limited to 50% of the normal cost of repair payable under this section.
- Our liability inclusive of these additional costs will not exceed the sum insured specified in the Coverage Summary.
- (b) No deduction will be made for depreciation or parts replaced except for valves, tubes (including picture and x-ray tubes) and light sources. We will deduct a proportion of the Replacement Cost of these items being the proportion which the period of use up to the time of failure, bears to the normal service life expected by the manufacturer or supplier.
- (c) All Insured Damage which can be repaired, must be repaired, however, should the item be uneconomical to repair due solely to the nature of the Insured Damage, settlement will be as follows:
- (i) the sum insured for the insured item as stated in the Coverage Summary or
  - (ii) for insured items less than six years old the cost of replacement of the insured item by an item of similar, function, type, capacity and quality and in a condition equal to but not better than, the condition of the insured item when new or
  - (iii) for insured items six years or older, the installed value of the insured item will be depreciated by 10% per annum for each year of service to a maximum of 70%.
- Our liability will be the lesser of (c) (i), (c) (ii) or (c) (iii), less the applicable excess.
- (d) The value of any salvage will be subtracted from the amount payable under this clause. For each claim under this section You will have to pay an excess
- (e) If more than one Insured Item is lost or damaged in one Occurrence, We will apply only the highest of the excess applicable to such insured items.
- (f) The amount We pay for each claim otherwise payable will be reduced by the amount of this excess shown in the Coverage Summary.



## Section 7 / Electronic Equipment

### Exclusions which apply to this section

#### This section does NOT cover:

1. consequential loss of any kind or description whatsoever, subject to any extension selected by You. This means **We will NOT pay** for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.
2. Insured Damage to Electronic Data and Electronic Data Media unless You have computers insured
3. Insured Damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to or malfunction of air conditioning equipment
4. loss or damage caused by Software viruses or other disruptive programming techniques
5. the cost of:
  - (a) alterations, additions, improvements or overhauls whether carried out in the course of repairs covered by this Policy or as a separate operation
  - (b) anything to the extent You are entitled to recover the costs of labour or parts under a maintenance agreement, warranty, guarantee or indemnity in Your favour by the manufacturer of the relevant insured item or any other person
  - (c) maintenance work
  - (d) repairs of scratches to painted or polished surfaces
  - (e) replacement or repair following gradual deterioration (including rust, corrosion, erosion, oxidation or scale formation), or
  - (f) temporary repairs unless they constitute part of the final repairs and do not increase the total repair costs
6. the cost of:
  - replacement of component parts worn through normal use or operation, or
  - replacement of expendable items such as batteries, valves, x-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts, unless necessary as part of the rectification of Insured Damage which is not otherwise excluded under this section.

### Special Conditions which apply to this section

This insurance only applies after completion of successful initial commissioning. There are also general conditions which apply to all sections of this Policy.

### Electronic Data and Electronic Data Media – extension 1

If You have chosen this cover it will be shown on Your Coverage Summary.

#### Scope of Cover

We will indemnify You for Insured Damage to the Electronic data and Electronic data media caused solely as the result of Insured Damage to the computer which is specified in the Coverage Summary.

#### Basis of Settlement

We will pay You for such Insured Damage up to the sum insured less the applicable excess specified in the Coverage Summary including:

- (a) any expenses which can be proved to have been incurred by You only for the purpose of restoring the Electronic data by reproduction of data or information in a condition equivalent to that existing prior to Insured Damage and necessary to allow operation of the insured item to continue in the normal manner. Lost Electronic data may be reproduced in an updated form if the cost of doing so is no greater than that of reinstatement in the original form

- (b) the actual cost of replacement of lost or damaged Electronic Data Media by new unused materials.

And provided:

- (c) We will only be liable for costs and expenses incurred within a period of twelve 12 months following the Insured Damage within the Period of Insurance.
- (d) This extension only applies while the insured Electronic Data Media is:
  - (i) at the location
  - (ii) at a media storage location or
  - (iii) temporarily at an alternative location for processing purposes or in transit between any of these locations.
- (e) The amount of each claim otherwise payable will be reduced by the amount of the excess shown in the Coverage Summary. For each claim You make under this section You will have to pay an excess.

### Exclusions – applying to this extension 1

The exclusions contained in this Electronic Equipment section also apply to this extension. There are also general exclusions which apply to all sections of the Policy which You must read.

#### We will NOT pay for:

- (a) consequential loss of any kind or description whatsoever. This means **We will NOT pay** for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.
- (b) loss or damage caused by atmospheric conditions, moisture or changes in temperature unless directly resulting from damage to air-conditioning equipment which would not be covered if the equipment were insured under this section
- (c) loss or distortion caused by computer virus being an executable programme or computer code segment that is self-replicating, requires a host programme or executable disc segment in which it can be contained and which destroys or alters the host programme or other computer code or data causing undesired programme or computer system operation
- (d) loss or distortion of electronic data contained on the Electronic data media while mounted in or on any machine for use of processing unless such loss or distortion occurs:
  - (i) at the location due to Insured Damage to an insured computer which is specified in the Coverage Summary or
  - (ii) at another location temporarily for processing purposes due to Insured Damage to the insured computer which would not be covered if the insured computer were insured under this section
- (e) wasting or wearing away or wearing out caused by or naturally resulting from ordinary use or working or gradual deterioration
- (f) work undertaken without Our approval other than for minor temporary or provisional repairs.

There is no cover under this extension with respect to any insured item which has been operated without being satisfactorily repaired following Insured Damage.

### Special condition – applying to extension 1

It is a condition precedent to indemnity under this extension that You must have duplicate copies of updated file media stored off Site at alternative premises.

## Section 7 / Electronic Equipment

### Increased cost of working – extension 2

If You have chosen this cover it will be shown on Your Coverage Summary.

#### (a) Scope of Cover

- We will indemnify You as set out in (b) below up to the sum insured for any additional costs of operating Your business directly resulting from interruption or interference to Your business as defined in the Coverage Summary but only if:
- the interruption or interference is as a result of Insured Damage to the insured computer which is specified in the Coverage Summary and
- the interruption or interference is caused solely as a result of Insured Damage.
- We will deduct from the amount payable by Us any sum saved during the period of the interruption in respect of charges and expenses of the business which may cease or be reduced as a result of the Insured Damage, including any such savings occurring by reason of the interruption of the normal operation of the electronic operation of the data processing system.

#### (b) Basis of Settlement

- (i) We will pay You for the additional expenditure incurred over and above the normal expenses which would have been incurred by You for the operation of Your insured computer by the use of substitute equipment to maintain normal business operation during the interruption up to the sum insured specified in the Coverage Summary, less the applicable excess including:
  - the actual hire charges incurred for the rental of substitute equipment and
  - the cost of additional personnel and transport expenses incurred with the use of the substitute equipment.
- (ii) The indemnity period and the time excess will commence upon the commencement of use of a substitute insured computer.
- (iii) We will be liable for additional expenditure incurred during the actual period of the interruption but not exceeding the period specified in the Coverage Summary as the indemnity period.
- (iv) The total of all claims payable under this extension during the Period of Insurance will not exceed the aggregate of the sum insured stated in the Coverage Summary.
- (v) We will not be liable for loss, damage or costs incurred by You during the time excess.
- (vi) The amount We pay for each claim will be reduced by the amount of the excess shown in the Coverage Summary. For each claim You make under this section You will have to pay an excess.

### Exclusions – applying to this extension 2

The exclusions contained in this Electronic Equipment section also apply to this extension. There are also general exclusions which apply to all sections of the Policy which You must read.

#### We will NOT pay for:

##### (a) the costs incurred during:

- (i) interruption due to the carrying out of alterations, additions, or improvements to the Insured computer
- (ii) interruption due to the carrying out of cleaning, adjustment, inspection or maintenance of the Insured computer or
- (iii) the extension of any interruption due to any measure, restriction or regulation imposed by any government, public or local authority.

- (b) additional costs incurred where the period of interruption otherwise applicable is increased beyond 4 weeks due to delay in the repair or replacement of items manufactured outside Australia where such delay results from:

- (i) measures, restrictions or regulations imposed by any government or public or local authority
- (ii) the time required to engage and transport overseas specialists or consultants to assist in or supervise local repairs
- (iii) the time required to procure replacement parts or complete items in overseas markets, or
- (iv) the time required to transport or ship component parts or complete items between the location and any overseas place of repair or replacement.

#### Special Condition

For the purpose of this increased cost of working only, exclusion 5 (b) in this section does not apply.

#### Special exclusions which apply to this section

##### We will NOT pay for loss or damage caused by or arising from:

1. chemical explosion (*other than explosion of flue gas in boilers*)
2. earthquake, subterranean fire or volcanic eruption
3. extinguishing a fire including subsequent demolition or repair work
4. fire, smoke or soot
5. Impact of landborne vehicles, Aircraft or waterborne craft
6. intentional or malicious damage
7. landslip or subsidence
8. lightning
9. Storm, tempest, Flood, windstorm or cyclone
10. theft or attempted theft, or
11. water escaping, discharged or leaking from any source which is external to the plant and machinery insured.

#### Special conditions which apply to this section

There are also general conditions which apply to all sections of this Policy.

#### In addition to complying with those general conditions.

- On the happening of any Occurrence which might give rise to a claim under this section You must:
  - (a) take all reasonable steps to minimise the extent of the loss
  - (b) preserve any damaged or defective plant or items and make them available to Us for inspection, provided it is reasonable and safe to do so.

Our liability will cease for any plant which has sustained damage and is operated without having been repaired in a manner consistent with the generally accepted rules of engineering practice.

##### Newly installed items

At the end of each Period of Insurance You will furnish Us with details of any items newly installed or which have been deleted during the Period of Insurance. Additional or return premiums will be calculated corresponding to the type and value of the items and the Period of Insurance from the time of completion of the successful commissioning of the items. Provided that Our liability for all additional items will not exceed 50% of the total sum insured or limit of liability as stated in the Coverage Summary.

##### Inspection

You will permit Us or Our representative at all reasonable times the right to inspect and examine any items insured by this section.

# Farm Insurance Policy Part B

## *Policy Terms and Conditions*



### Section 8 / Transit

This section covers You for loss or damage caused by fire, lightning, earthquake, riot, civil commotion, theft, Flood, collision or overturning of the Conveying Vehicle to any goods and/or Livestock that You ask Us to insure while they are in transit. It does not cover all loss and damage.

It covers the lesser of the Replacement Cost or the Retail Value.

If You have chosen this cover it will be shown on Your Coverage Summary.

#### **Definition which applies to this section**

##### **Conveying Vehicle**

A registered vehicle or a vehicle which is not required by law to be registered, including any attached trailer.

##### **What We insure**

Under this section We insure death of Livestock and loss or damage to Farm Property that You choose to insure:

- (a) while they are in transit
- (b) caused by:
  - civil commotion
  - collision or overturning of the Conveying Vehicle
  - earthquake
  - fire
  - flood
  - lightning
  - loading and unloading
  - riot, or
  - theft
- (c) which occurs anywhere in Australia
- (d) during the Period of Insurance.

##### **What We will pay**

Where You have elected to insure Your Farm Produce under Section 3 of this policy and/or Livestock under Section 4 of this policy, We will pay the amount You have nominated per tonne or bale and/or per animal in the relevant section.

In all other cases We will pay the lesser of the Replacement Cost or Market Value.

With regard to Livestock, We will also pay:

- (a) the cost of any destruction which is necessary for humane reasons, and
- (b) the reasonable costs of herding or temporary storage of any Livestock to prevent straying after the loss or damage.

##### **The maximum amount We will pay**

We will not pay any more than the sum insured shown in the Coverage Summary for all claims under this section.

We will not pay more than 20% of the sum insured in respect of any one animal unless it is more specifically insured.

##### **Excess**

For each claim You make under this section You will have to pay an excess. The amount of the excess is shown in the Coverage Summary.

##### **Exclusions which apply to this section**

**We will NOT pay** for loss or damage which is directly or indirectly caused by:

1. action of the sea, tidal wave.
2. cracking, chipping, denting, marring, scratching or breakage of glass or fragile items or surfaces unless it occurs as a result of an accident to the Conveying Vehicle
3. mechanical, electronic or electrical breakdown or derangement unless it occurs as a result of an accident
4. rust, oxidation, mildew, mould, moths, vermin, insects, change of colour
5. the action of light or atmospheric conditions, vibration, wear, tear and/or depreciation
6. the use of insufficient or unsuitable packing materials.

**We will NOT insure** transit of artificial insemination flasks/tanks:

1. by sea or by air
2. unless they are secured in a suitable frame designed to minimise the risk of overturning, or
3. when carried under contract.

**We will NOT pay for:**

1. any alteration, improvement or overhaul of any item, even if it occurs during repair or replacement following loss or damage which is insured by this section
2. any consequential loss or damage. This means **We will NOT pay** for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.
3. any loss or damage to items which are being carried under contract or which are not related to Your Farm Business
4. deer, ostrich or alpaca
5. documents, manuscripts, patterns, models, moulds, plans, designs, unless they are shown in the Coverage Summary
6. home contents
7. money
8. loss, destruction or damage caused by or arising while the Conveying Vehicle is engaged in racing, pace making, reliability trials or speed testing or is conveying any load in excess of the load for which it was designed
9. theft in the Open Air other than from an open back vehicle.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

# 8a

### Section 8 (a) / Carriers Load

This section covers loss or damage caused by fire, collision, jack-knifing, overturning of the Conveying Vehicle, Impact to the load and accidental spillage of Farm Produce, fertiliser and/or Livestock that You transport on behalf of others while in transit in Your Conveying Vehicle. It does not cover all loss and damage.

It covers the lesser of the Replacement Cost or the Retail Value.  
If You have chosen this cover it will be shown on Your Coverage Summary.

#### Definition which applies to this section

##### Conveying Vehicle

A road vehicle owned by You or in the control of You or Your employee.

##### The Transit Defined

We provide You with cover for transport of Farm Produce, fertiliser and/or Livestock by You within Australia in Your Conveying Vehicle. The transit commences during the Period of Insurance stated in the Policy and when the Farm Produce and/or fertiliser are first moved by You for the purpose of being transported to a destination outside the premises at which loading takes place, and continues during the ordinary course of transit, and terminates when the Farm Produce and/or fertiliser are last moved when being delivered by You at the intended destination.

In relation to Livestock transit commences for each animal when it enters Your Conveying Vehicle or its loading ramp and continues during the ordinary course of transit and terminates for each animal when it is discharged from Your Conveying Vehicle or its loading ramp at the intended destination.

##### What We insure

Under this section We insure loss or damage to the following:

1. Farm Produce
2. fertiliser
3. death of Livestock if specified in the Coverage Summary

which is not owned by You, but in Your care, custody or control that You transport in Your Conveying Vehicle:

- (a) while they are in transit
- (b) caused by:
  - collision; or
  - fire; or
  - Impact of the goods with any external object or thing not being the conveyance itself or an object or thing on the conveyance; or
  - jack-knifing; or
  - loading and unloading; or
  - overturning or derailment of the conveyance; or
  - spillage of the load from the Conveying Vehicle due to malfunction of the tailgate; or
  - theft of the Conveying Vehicle; and
- (c) which occurs anywhere in Australia; and
- (d) occurs during the Period of Insurance.

##### What We will pay

At Our option, We may pay the lesser of the replacement value or the Retail Value of the Farm Produce, fertiliser and/or Livestock, but in no case shall this exceed the sum insured stated in the Coverage Summary.

With regard to Livestock, We will also pay:

- (a) the cost of any destruction which is necessary for humane reasons as a result of an insured peril; and the reasonable costs of herding or temporary storage of any Livestock to prevent straying following an insured peril up to a maximum of 7 days and limited to the sum insured stated in the Coverage Summary.

**Debris Removal** – All reasonable costs and expenses incurred in unloading, removing and disposing of damaged Farm Produce, fertiliser and/or Livestock and clean-up of the accident Site after the Occurrence of an Insured Event, subject to a limit of A\$10,000 any one loss or series of losses arising from the one event, provided the costs and expenses are not recoverable under any other Policy of Insurance.

##### The maximum amount We will pay

We will not pay any more than the sum insured shown in the Coverage Summary for all claims in the aggregate under this section.

##### Excess

For each claim You make under this section You will have to pay an excess.  
The amount of the excess is shown in the Coverage Summary.

##### Exclusions which apply to this section

**We will NOT pay for loss or damage which is directly or indirectly caused by:**

1. action of the sea, tidal wave; or
2. cracking, chipping, denting, marring; scratching or breakage of glass or fragile items or surfaces unless it occurs as a result of an accident to the Conveying Vehicle; or
3. inherent vice or nature of the goods; or
4. mechanical, electronic or electrical breakdown or derangement unless it occurs as a result of an accident; or
5. ordinary leakage, ordinary loss in weight or volume; or
6. rust, oxidation, mildew, mould, moths, vermin, insects, change of colour; or
7. the action of light or atmospheric conditions, vibration, wear, tear and/or depreciation; or
8. the use of insufficient or unsuitable packing materials.

##### What We will NOT pay for

This Policy does NOT cover:

1. any alteration, improvement or overhaul of any item, even if it occurs during repair or replacement following loss or damage which is insured by this section;
2. any consequential loss or damage. This means **We will NOT pay** for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.;
3. any loss arising from business interruption;
4. deer, ostrich or alpaca;
5. loss, destruction or damage caused by or arising while the Conveying Vehicle is engaged in conveying any load in excess of the load for which it was designed;
6. money;
7. stud stock or bloodstock; or
8. theft in the Open Air or from an open back vehicle.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

### Section 9 / Motor Vehicle



***This section covers Your Motor Vehicles, Caravans, Motorcycles, Trailers and Mobile Implements that You choose to insure. The Vehicles You select to be insured will be listed in the Coverage Summary.***

#### **We offer You five choices of Cover**

##### **Cover 1 – Comprehensive**

This insures You for:

- (a) accidental damage to, or theft of the Insured Vehicle, and
- (b) Third Party Property Damage.

##### **Cover 2 – Third Party Property Damage only**

This insures Your legal liability for damage You cause to other people's property.

##### **Cover 3 – Third party, fire and theft**

This insures You for:

- (a) loss of or damage to the Insured Vehicle caused by or arising from fire, explosion, lightning, theft or any attempt at theft, and
- (b) Third Party Property Damage.

##### **Cover 4 – Fire and Theft only**

This insures You for Fire or Theft of the Insured Vehicle only.

##### **Cover 5 – Loss of Use**

Weekly benefit if Your claim for accidental damage has been accepted under Cover 1 - Comprehensive for selected vehicles.

#### **What We insure**

Any Motor Vehicle, Motorcycle, Caravan, Trailer or Mobile Implement including a cellular telephone kit (excluding telephone or two-way radio) which is owned by You and is listed in the Coverage Summary for the type of cover You have chosen.

#### **Definitions which apply to this section**

##### **Agree Value**

Agree Value means the amount (exclusive of GST) nominated by You that We have agreed to insure Your Vehicle for, as shown in the Policy Schedule.

##### **Caravan**

Any Caravan that You have chosen to insure which is:

- (a) registered for use on public roads
- (b) not a permanent caravan or mobile home.

Caravan does not include an annexe or personal belongings unless You have told Us about them and We have agreed to insure them.

##### **Dangerous Goods**

Goods as defined by the Australian Code for the Transport of Dangerous Goods by Road and Rail.

##### **Excess Period (Cover 5)**

The period of time stated in the Coverage Summary as the Excess Period, commencing with the day of the loss or damage to Your Insured Vehicle.

The Excess Period is nil if:

- the loss or damage to the Insured Vehicle is caused by Impact by Aircraft or part thereof to the Insured Vehicle, or an act of terrorism to the Insured Vehicle, or the loss of the Insured Vehicle from a water vessel transporting it, or
- the accident from which the loss or damage arises results in the death of the driver of the insured vehicle or a Family member in the Insured Vehicle.

##### **Extended Indemnity Period (Cover 5)**

Where We have authorised further repairs or rectification of the original repairs to Your Insured Vehicle, after the expiry of the indemnity period, the period commencing with the day Your insured vehicle is returned for such further repairs or rectification and ending on the Repair Completion Date.

##### **Indemnity Period (Cover 5)**

The period of time that commences from:

- the date You advise Us of the loss or damage to the Insured Vehicle, or
- the date the Insured Vehicle is made available for assessment, or
- the date of expiry of the Excess Period

whichever is the latest, and ends on

- the Repair Completion Date,
- Replacement of Vehicle Date, or
- Loss Settlement Date

whichever is applicable

The Indemnity Period comes to an end in the following circumstances:

- (a) if repairs have been authorised by Us and the Insured Vehicle has not been submitted for repairs within 48 hours of Us advising You of that authorisation, the indemnity period ends on the expiry of the 48 hours and re-commences on the day You submit Your Insured Vehicle for repairs.
- (b) if You request removal of Your Insured Vehicle to a repairer more than 100 kilometres from the original repairer agreed to by Us, the Indemnity Period ends at the time of removal of the Insured Vehicle from the original repairer and re-commences from the date of arrival at the alternative repairer.

##### **Insured Vehicles**

All the Motor Vehicles, Caravans, Motorcycles, Trailers and Mobile Implements that You have chosen to insure. They will be listed in the Coverage Summary.

## Section 9 / Motor Vehicle

### Loss of Use Benefit (Cover 5)

- For each completed week, the Weekly Benefit, and
- for each completed day where the Indemnity Period of part of the Indemnity Period is less than a full week, one seventh of the Weekly Benefit.

### Loss Settlement Date (Cover 5)

The date We issue funds payable to You (and/or other interested parties) in settlement of Your claim for the loss or damage under Cover 1 - Comprehensive

### Maximum Benefit (Cover 5)

The Weekly Benefit multiplied by the number of weeks specified as the maximum Indemnity Period.

### Maximum Indemnity Period (Cover 5)

The number of weeks You have selected and stated in the Policy Coverage Summary as the Maximum Indemnity Period.

### Motorcycle

Any Motorcycle that You have chosen to insure including while fitted to it, standard accessories, tools and spare parts, and those which You have told Us about and We have agreed to insure.

### Mobile Farm Machinery

Any type of machine or implement on wheels or self-laid tracks which is intended to be self propelled by other than human or animal power or item of Mobile Farm Machinery that You have chosen, and

- (a) its standard accessories, tools and spare parts
- (b) driving lights, roof racks, tow bars, bull bars, gates, tarpaulins and chains attached to or within Your Vehicle
- (c) fitted baby seat or capsule
- (d) other tools and spare parts and non-standard accessories for Your Motor Vehicle while in or on Your Motor Vehicle up to \$5,000 in total
- (e) any other accessories which You have told Us about and We have agreed to insure.

### Repair Completion Date (Cover 5)

The date You are informed by Us or the repairer (*whichever is first*) that the Insured Vehicle is repaired and is available for collection by You.

### Replacement of Vehicle Date (Cover 5)

The date You are informed by Us or the manufacturer or supplier (*whichever is first*) that Your Replacement Vehicle is available for collection by You.

### Replacement Vehicle (Cover 5)

The replacement Motor Vehicle, Caravan, Motorcycle, Trailer or Mobile Implement You elected to accept as settlement of Your claim for loss or damage under Cover 1 – Comprehensive.

### Third Party Property Damage

Your legal liability for any damage You cause to other people's property resulting from the use of Your Insured Vehicle.

### Total Loss

An Insured Vehicle:

- (a) where the cost to repair the vehicle plus the value of any salvage (*if applicable*) exceeds the lesser of the 'Retail Value' or 'sum insured', or
- (b) which is stolen and not recovered within a reasonable period of time as determined by Us.

### Trailer

A wheeled Trailer that You have chosen to insure which is registered for use on public roads. Trailer does not mean any kind of Caravan.

### Weekly benefit (Cover 5)

The amount You have selected and stated in the Coverage Summary as the Weekly benefit.

### How much We will pay

#### Cover 1 – Comprehensive

If You have chosen comprehensive cover, We will pay the amounts that are shown below:

#### (a) Third Party Property Damage

We will provide the same cover as is set out for Cover 2 – Third Party Property Damage (*other than the cover for uninsured third party vehicles*).

#### (b) accidental damage including theft

For accidental damage to or theft of Your Insured Vehicle:

- (i) if it is economical to repair the damage, We will pay the cost of repair
- (ii) if it is not economical to repair the damage or Your insured Vehicle is not recovered following theft, We will pay either the Agree Value or Retail Value depending on which option You have chosen for the Insured Vehicle and which is shown on the Coverage Summary.

We will determine how much We will pay after We have assessed the damage

#### (i) if Your damaged vehicle is a Total Loss:

- We will settle the claim on the basis of Retail Value or Agree Value depending on the cover shown on the Coverage Summary
- We will at Our option:
  - replace Your Vehicle with an equivalent vehicle or pay You its Retail Value or Agree Value, depending on the cover shown in the Policy Coverage Summary, at the time of the Total Loss, and
  - replace all insured accessories or pay You the cost to replace them as new less depreciation.
- If any sedan or station wagon is classified as a Total Loss and its Retail Value is less than the amount owed by You under a lease or other financial arrangement in relation to the Vehicle, We will pay an additional amount (not exceeding 15% of the Retail Value of the Vehicle) equivalent to the difference between the Retail Value and the amount owed less any arrears and/or discount on interest and charges on the unexpired term of the lease or other financial arrangement. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

#### (ii) if Your damaged vehicle is NOT a Total Loss:

- We will repair it to a similar condition to that which it was in before the loss or damage.
- If it is necessary to repair to a better condition than it was in before the loss or damage, then We may ask You to contribute the additional amount to repair it to the better condition. However we will not proceed with these repairs until we have discussed this with you and sought your agreement.
- If You have insured any accessories We will either repair them or pay for the cost to replace them as new, less an amount for depreciation, wear and tear.

#### (c) New Motor Vehicle replacement

In the event of Your Insured Vehicle being classed as a Total Loss, We will at Our option replace it with a new vehicle of the same or similar make and model as long as it is available in Australia, provided:

- the period from the date of original registration as a New Motor Vehicle to the date of the loss did not exceed 24 months
- We obtain the written agreement of any other party with a financial interest in the Motor Vehicle
- the sum insured stated in the Coverage Summary is sufficient to cover the replacement value including registration, stamp duty and dealer charges.

If a new Replacement Vehicle is not available, We will replace Your Vehicle with the nearest equivalent vehicle available, so long as it is available in Australia. If We cannot agree on a Replacement Vehicle, We will pay You the amount it would cost to buy a new vehicle the same as, or a near equivalent of, the vehicle which needs replacing.

If the Excess is applicable it is payable to Us before We replace Your vehicle.

We also pay the registration, stamp duty and dealer charges on the new vehicle but any refund of registration fees or stamp duty applicable must be refunded to Us.

#### (d) Automatic cover - Trailer

We will pay the Retail Value of the trailer up to \$1,000 for Loss or Damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle or located at Your Farm. We will not provide any cover under this extension if there is any other insurance in place, entered into with by a third party or an insurance policy required by law.



## Section 9 / Motor Vehicle

### (e) Additional costs

We will pay the additional expenditure necessarily and reasonably incurred to an amount not exceeding \$25,000 following damage to Your mobile Farm Machinery by an event covered by this section of the Policy for the purpose of maintaining Your pastoral activities.

This additional benefit will be in accordance with Cover 2 additional cost of working in the Business Interruption section of this Policy and is payable in excess of any amount You insure under the Business Interruption section of this Policy.

### (f) Automatic replacement cover

If You dispose of Your Insured Vehicle and replace it with a similar vehicle, or purchase, lease, mortgage or hire purchase an additional similar vehicle then provided the replacement or additional vehicle is worth less than \$300,000, We will automatically insure it under the same cover from the date You acquire it.

This automatic cover is limited to the Policy period in which the replacement or additional vehicle is purchased. Cover on the replaced vehicle ceases from the date of purchase of the Replacement Vehicle.

You must pay Us any premium We may request if you require this automatic replacement cover. We may alter the Excess.

### (g) Caravan annexe

If You have chosen to insure Your Caravan annexe, then We will pay for loss or damage to the annexe caused by:

- fire
- overturning, accidental collision or Impact of Your Caravan or the vehicle to which it is attached
- Storm, unless the annexe is made of canvas and is more than 5 years of age, or
- theft.

### (h) Disability modifications

If, as a direct result of an accident to the Insured Vehicle Your driver suffers a permanent disability necessitating modifications to one of Your Insured Vehicles, We will pay the reasonable cost of those modifications We will not pay any more than \$3,000 less any amount You are entitled to recover from any compensation fund or authority.

### (i) Emergency service costs

We will pay up to \$5,000 for charges imposed on you by the following authorities, as a result of an accident involving your vehicle:

- (a) Fire Brigade
- (b) Police
- (c) State, Federal or Local Government Emergency Services
- (d) The vehicle is not covered under any other policy of insurance entered into by a third party or a policy required by law providing similar insurance as that provided under this additional benefit.

### (j) Employees Accessories

Where employees accessories are installed in an insured vehicle, we will treat the employee as the insured in the event of a claim for any radio receiver, sound system, citizens band radio mobile phone hands free car kit, burglar alarm or air conditioner installed in the insured vehicle and belonging to the employee of the insured.

### (k) First aid expenses

Where You, or Your driver have been involved in an Event causing injury to a Third-Party and the Event involves Loss or Damage to Your Vehicle, We will pay You or Your driver's Reasonable Costs up to a maximum of \$1,000 for any one Event towards Your or Your driver's first aid costs regarding the Third-Party, but only to the extent that such first aid has been administered and only to the extent these costs are not medical expenses which We are prohibited from providing cover for under either or both of the Health Insurance Act 1973 (Cth) or the Private Health Insurance Act 2007 (Cth).

### (l) Funeral expenses

We will pay up to \$10,000 for funeral, burial or cremation expenses in the event of the death of Your driver:

- (a) arising out of an Accident involving Your Vehicle, and
- (b) occurring within 12 calendar months from the date of the Accident.

This additional benefit includes the expenses associated with the funeral, burial or cremation. It also extends to include transportation of the body of the deceased person and necessary travel by any member of the deceased person's Immediate Family.

Immediate family means Your spouse, de-facto partner, parents, siblings and dependent children.

### (m) Goods in Transit

We will pay the reasonable cost of up to \$500 for recovering, reloading or moving to the nearest safe place, any load carried by your vehicle.

### (n) Hire vehicle following fire or theft

We will pay up to \$5,000 in total for the Reasonable Costs incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of fire or theft of Your Vehicle.

We will NOT pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss.

### (o) Protection and removal costs

In addition to the sum insured, after an accident or theft involving Your Insured Vehicle, We will pay the reasonable and necessary cost of:

- cleaning up and removal of debris arising from the Site of an accident not otherwise insured (up to a maximum of \$10,000)
- emergency repairs that are necessary to allow You to continue Your journey (up to a maximum of \$500)
- protecting the Insured Vehicle
- re-delivery of the Insured Vehicle to You from those premises following repair, or
- removing the Insured Vehicle to the nearest repairer or place of safety.

### (p) Replacement of locks and keys

We will pay up to \$2,000 for the reasonable cost of replacing the key ignition barrel and all locks and keys, or re-coding your locks, if your keys are stolen or damaged or there are reasonable grounds to believe your keys may have been illegally duplicated.

### (q) Signwriting

In addition to the sum insured, if Your Insured Vehicle carries signwriting which is lost or damaged in an accident, We will pay the reasonable cost of replacing the signwriting up to a maximum of \$2,000.

If Your Insured Vehicle is a Total Loss, then We will pay for the replacement of the signwriting on any replacement Motor Vehicle You purchase.

### (r) Taxi Fare

We will pay up to \$100 in addition to the Sum Insured for the cost of a taxi fare paid by you for transport from the scene of an accident where your vehicle is damaged and requires towing.

### (s) Theft of tools and personal property

Following an accident or theft of Your vehicle, other than a Caravan, if any of Your personal property in Your vehicle at the time is stolen, We will pay for the loss of such personal property.

Personal property means private household or personal possessions belonging to You or Your employees but not including:

- cheques, money, credit cards, or negotiable instruments
- fire arms
- jewellery or watches
- mobile electronic devices.

The maximum amount We will pay is \$2,000 for any one event.

### (t) Travelling, accommodation and expenses

We will pay up to \$2,000 for any reasonable additional travelling and/or accommodation expenses incurred by You and Your Family resulting from a claim. We will not pay if You had intended to pay for overnight accommodation in any event.



## Section 9 / Motor Vehicle

### Cover 2 - Third Party Property Damage

(a) If You have chosen Third Party Property Damage cover, We will pay the amounts that are shown below:

(i) accidental property damage

For each accident We will pay:

The amount You (or any person You have allowed to drive, use or be in charge of Your Insured Vehicle), may be held legally liable to pay for accidental damage to property belonging to other people caused by or arising out of:

- any person who is driving, using or in charge of Your Insured Vehicle with Your permission as if they were You and provided they are not entitled to indemnity under any Policy or statute and provided such cover is not otherwise excluded
- the operation of loading and unloading Your Insured Vehicle but not the collection or delivery of the load to or from Your Insured Vehicle
- the transportation of Dangerous Goods. The maximum amount We will pay under this clause is \$1,000,000
- the use of Your Insured Vehicle or goods falling from the Insured Vehicle.

(ii) substitute vehicle, Motorcycle, Caravan or Trailer

if Your Insured Vehicle is disabled and You are using a substitute which does not belong to You, We will pay all sums You are legally liable to pay another person for damage to their property which is accidentally caused by the use of the substitute, provided that:

- the substitute is of a similar type to the disabled Insured Vehicle,
- the substitute vehicle is not already covered under another insurance Policy entered into by a third party or a policy required by law,
- the substitute vehicle is not owned by You, and
- You are only using one substitute Motor Vehicle, Motorcycle, Caravan or Trailer at the time,
- We will NOT pay for damage to the substitute vehicle.

(iii) Compulsory Third Party Insurance gap

We will pay the amount which You or any person driving using or in charge of Your Insured Vehicle with Your permission may be held legally liable to pay by way of compensation or damages for death of or bodily injury to persons arising out of the use of Your Insured Vehicle.

**We will NOT cover legal liability for death or bodily injury to:**

- You or any person driving or in charge of Your Insured Vehicle
- an employee of Yours or who is deemed by any law to be Your employee arising out of their employment with You.

**We will NOT pay if:**

- (a) Your insured vehicle is not registered.
- (b) You or any person using Your Insured Vehicle
  - are wholly or partly covered under any compulsory statutory insurance scheme or accident compensation scheme, or
  - would have been entitled to be covered under any such scheme as it existed at the commencement date of the Period of Insurance, even though there may have been a change in the law during that Period of Insurance, or
  - would have been entitled to be covered under any such scheme if it were not for the application of any excess or deductible applying under the scheme, or
  - would have been entitled to be covered under any such scheme had cover not been refused because You did not:
    - apply for cover under the scheme
    - comply with a term or condition of the scheme
    - register Your Insured Vehicle
    - use Your vehicle in connection with or a loss is caused by or arises from asbestos or asbestos products or asbestos contained in any product.
- (iv) uninsured Trailer
 

We will also pay all sums You are legally liable to pay another person for damage to their property which is accidentally caused by the use of any trailer being towed by a Motor Vehicle, provided that:

  - only one Trailer is being towed at the time of the accident
  - the towage was not for reward.

**We will NOT pay for any damage to the uninsured Trailer or anything on or in it.**

(v) Your employer's or principal's liability

We will pay the amount Your employer, principal or partner may be held legally liable to pay for accidental damage to property belonging to other people as a result of an accident while You are using Your Insured Vehicle on business as long as it is not a use that is excluded by this section under cover 2.

(vi) uninsured third party

In addition to the sum insured for this section, We will pay up to \$5,000 for damage to any Insured Vehicle which is a sedan, station sedan, panel van or utility as a result of an accident which is primarily the fault of the driver of another vehicle, who is not insured for the damage to Your vehicle.

**We will only pay if You can supply the name and address of the other driver.**

(b) Limit of liability

**We will NOT pay for more than \$30,000,000 for all claims of this type under this section during the Period of Insurance.**

This amount includes Your legal costs and expenses in defending or settling claims if You have Our agreement in writing.

### Cover 3 - Third party fire and theft

If You have chosen Third party fire and theft cover, We will pay the amounts that are shown below:

(a) Third Party Property Damage

We will provide the same cover as is set out for Cover 2 – Third Party Property Damage.

(b) Your Motor Vehicle

We will pay for loss or damage to Your Insured Vehicle caused by or arising from fire, explosion, lightning, theft or attempted theft as follows:

- if it is economical to repair the damage, We will pay the cost of repair
- if it is not economical to repair the damage or Your insured vehicle is not recovered following theft, We will pay the lesser of the Retail Value and the sum insured for the Insured Vehicle.

**We will determine how much We will pay after We have assessed the damage.**

(c) Hire vehicle following fire or theft

We will pay up to \$5,000 in total for the Reasonable Costs incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of fire or theft of Your Vehicle.

**We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss.**

(d) Towing or return of vehicle

We will pay the Reasonable Costs of towing Your damaged Vehicle after an Accident to a repairer near the Accident site or to any other place approved by Us, and pay for the Reasonable Costs of returning Your Vehicle following its repair or recovery.

(e) Automatic cover - Trailer

We will pay up to \$1,000 or the Retail Value of the trailer, whichever is the lesser, for Loss or Damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle or located at Your Farm.

**We will not provide any cover under this extension if there is any other insurance in place entered into by a third party or a policy required by law, covering the same event.**

(f) Protection and removal costs

In addition to the sum insured, after an accident or theft involving Your Insured Vehicle, We will pay the reasonable and necessary cost of:

- cleaning up and removal of debris arising from the Site of an accident not otherwise insured (up to a maximum of \$25,000)
- emergency repairs that are necessary to allow You to continue Your journey (up to a maximum of \$1,000)
- protecting the Insured Vehicle
- re-delivery of the Insured Vehicle to You from those premises following repair
- removing the Insured Vehicle to the nearest repairer or place of safety.

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### Cover 4 - Fire and Theft only

If You have chosen own vehicle cover, We will pay the amounts that are shown below:

**(a) Automatic cover - Trailer**

We will pay up to \$1,000 or the Retail Value of the trailer, whichever is the lesser, for Loss or Damage sustained by any two-wheeled or four-wheeled trailer while it is attached to Your Vehicle or located at Your Farm.

We will not provide any cover under this extension if there is any other insurance in place entered into by a third party or a policy required by law, covering the same event.

**(b) Hire vehicle following fire or theft**

We will pay up to \$5,000 in total for the Reasonable Costs incurred by You for hiring a replacement vehicle, of similar make and model or carrying capacity, following notification by You to Us of fire or theft of Your Vehicle.

We will not pay this additional benefit in respect of any period of hire continuing after Your Vehicle has been recovered and repaired, or after We settle Your claim as a Total Loss.

**(c) loss or damage by fire or theft:**

- if it is economical to repair the damage, We will pay the cost of repair
- if it is not economical to repair the damage or Your Insured Vehicle is not recovered following theft, We will pay the lesser of the Retail Value and the sum insured for the Insured Vehicle.

We will determine how much We will pay after We have assessed the damage.

**(d) protection and removal costs**

In addition to the sum insured, after an accident or theft involving Your Insured Vehicle, We will pay the reasonable and necessary cost of:

- cleaning up and removal of debris arising from the Site of an accident not otherwise insured (*up to a maximum of \$25,000*)
- emergency repairs that are necessary to allow You to continue Your journey (*up to a maximum of \$1,000*)
- protecting the Insured Vehicle
- re-delivery of the Insured Vehicle to You from those premises following repair
- removing the Insured Vehicle to the nearest repairer or place of safety.

**(e) Towing or return of vehicle**

We will pay the Reasonable Costs of towing Your damaged Vehicle after an Accident to a repairer near the Accident site or to any other place approved by Us, and pay for the Reasonable Costs of returning Your Vehicle following its repair or recovery.

### Cover 5 - Loss of Use

If You have chosen Loss of Use cover for any Insured Vehicle (and it is indicated on the Coverage Summary and an extra premium has been paid) and We have accepted a claim under **Cover 1 – Comprehensive** in **Section 9** of this Policy for physical loss of or damage to Your Insured Vehicle occurring during the Period of Insurance, We will pay the Loss of Use benefit during the Indemnity Period, and the extended Indemnity Period if applicable, but in no circumstances will We pay the Weekly Benefit for longer than the maximum Indemnity Period.

**We will NOT pay:**

- (a)** for any loss or expense attributable to any overhauls, inspections, modifications or non claim related work performed on the Insured Vehicle whether carried out in conjunction with the claimed repairs to Your Insured Vehicle or not
- (b)** for any third party legal liability, including but not limited to fines, penalties, damages for breach of contract, common law or statute, whether or not attributable to the loss or damage to Your Insured Vehicle
- (c)** for loss attributable to any business of Yours being wound up or carried on by a liquidator or receiver or otherwise being permanently discontinued
- (d)** if the cost of repairs to the Insured Vehicle is less than the excess applicable to the loss or damage under **Cover 1 – Comprehensive**
- (e)** if the Insured Vehicle is stolen or damaged by fire, unless the fire is as a result of Impact or collision
- (f)** if You choose to control, handle or complete repairs to the Insured Vehicle Yourself

- (g)** if Your Insured Vehicle was being used for illegal purposes with Your consent at the time of the loss or damage, to the extent that such use caused or contributed to the loss.
- (h)** if Your Insured Vehicle was in the possession of another person or party for the purposes of sale at the time of the loss or damage
- (i)** if Your legal or equitable interest in Your Insured Vehicle ceases, or Your Insured Vehicle is seized or taken possession of by any person lawfully entitled to do so
- (j)** more than the Maximum Benefit for any one Occurrence of loss or damage to any one Insured Vehicle
- (k)** the Weekly benefit during the Excess Period.

### The maximum amount We will pay

Unless We specifically agree to pay an amount in addition to the sum insured, We will not pay any more than the sum(s) insured set out in the Coverage Summary for each of the items which are insured by this section, other than for Dangerous Goods insured under **Cover 2** and **3**.

We will pay up to \$1,000,000 for loss, damage or liability arising out of the carriage or loading and unloading of Dangerous Goods but We will not pay where the requirements of the Dangerous Goods code have not been complied with.

### Excess

You must pay any excess shown in the Coverage Summary for this section for each claim made under this section. You may have to contribute more than one excess in respect of the one claim.

The excesses are shown in the Coverage Summary and are explained below:

#### Standard excess

This applies to all claims for loss or damage to Your Insured Vehicle.

The standard excess will not apply to the first claim in any Period of Insurance for breakage of the windscreen or other window glass in Your Insured Vehicle if no other damage has occurred.

#### Harvester Accessories excess

If any detachable accessory of harvesting equipment, including but not limited to combs, fronts and pickups, is insured as a separate item under this section of the Policy, and is involved in an event giving rise to a claim and at the time of the event the accessory is attached to a harvester and damage has occurred to both items, the excess applicable to the claim will be the combined excesses for the harvester and the detachable accessory.

#### Tipping excess

If any rigid body tipper or tipping Trailer covered under this section is involved in an event giving rise to a claim while the tipping hoist is partially or fully extended, the standard excess as stated on the Coverage Summary in addition to any other excesses that may be applicable will be increased by 100%.

#### Driver experience excesses

These are payable in addition to the standard excess.

They apply if the person using Your Insured Vehicle at the time of the event is:

- (a)** under the age of 21 years, or
- (b)** 21 years of age or over but under the age of 25, or
- (c)** 25 years of age or over and has held a licence to drive the Motor Vehicle for less than two years.

If more than one driver experience excess applies, then those excesses will be cumulative. You will not have to contribute to this additional excess if the only damage to Your Insured Vehicle is a broken windscreen or window glass or hail damage.

No driver experience excesses are payable for the following vehicles:

- (a)** Mobile Farm Machinery
- (b)** any unregistered Motorcycle, and
- (c)** Caravans.

#### When no excess applies

You will not have to pay any excess if:

- (a)** the amount of Your claim exceeds the applicable excesses under this section, and
- (b)** the damage to Your vehicle was caused by hail, and

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- (c) You can satisfy Us that the claim involves a collision with another vehicle and the collision which gave rise to the claim was at least 60% the fault of the driver of another vehicle, and
- (d) You tell Us the registration number of the other vehicle and the full name and address of the other driver.

In order for Us to resolve whether You or another person was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances. If We are unable to determine who was at fault, the excess is payable by You.

We give this benefit only if We are allowed legally to recover the amount of any loss including any applicable excesses from a third party.

The standard excess will not apply to the first claim in any Period of Insurance for breakage of the windscreen or other window glass in Your Insured Vehicle if no other damage has occurred.

### Exclusions which apply to this section

#### We will NOT pay for:

1. any additional costs, such as but not limited to hire car costs, (other than those covered elsewhere in this Policy), because You cannot use Your Insured Vehicle even though Your insured Vehicle may not be available following loss or damage covered under this section
2. any breakage of or damage to boring equipment while the boring machine is in operation
3. any claim caused by vibration or the weight of Your Insured Vehicle and its load
4. any claim for damage if, following an accident involving Your Insured Vehicle, You or any person entitled to cover under this section refused to submit to a test to determine the percentage of alcohol and/or drugs in the breath or blood when requested to do so
5. any claim for liability for property damage or personal injury to others if Your Insured Vehicle is not registered at the time of the accident
6. any claim for loss or damage resulting from the use of a fuel system that does not comply with the appropriate Australian Standard Code
7. any claim for loss or damage resulting from or occasioned by You (or any person entitled to cover under this Policy) stealing, converting, absconding with or otherwise misappropriating Your Insured Vehicle or deliberately inflicting damage with or to Your Insured vehicle
8. any claim for property damage caused by or arising from the use of Your Insured Vehicle or anything attached to it as a tool of trade for any form of reward other than contracting as provided for in the definition of farm business
9. any claim if at the time of the loss or accident Your Insured Vehicle was carrying a load in excess of that for which it was designed, registered or licensed
10. any claim caused by or arising from the use of Your Insured Vehicle to carry a number of passengers in excess of that for which Your Insured Vehicle was constructed, registered or licensed
11. any claim if at the time of the loss or accident Your insured vehicle was being:
  - tested other than in connection with or while undergoing service or repair
  - used in any experiments
  - used in or prepared for reliability trials, speed trials, hill climbing tests, rallies, races or other motor sports events or demonstrations
  - used in or prepared for any stunt for film, video or audio recording, or
  - used while in an unroadworthy or dangerous condition.
12. any claim if at the time of the loss or accident Your Insured Vehicle:
  - was used otherwise than in accordance with the description of use stated in the Coverage Summary
  - was used for the conveyance of passengers for hire, fare or reward other than under a private pooling arrangement
  - was let out on hire
  - formed part of Your stock in trade
  - was used in the business of a motor driving school.
  - was used for the business or occupation of the collection and delivery of goods articles or Livestock for reward unless noted in the Coverage Summary.
13. any claim if at the time of the loss or accident:
  - You or any person driving or riding with Your consent was not licensed to drive or ride Your Insured Vehicle under any law, or
  - Your Insured Vehicle was being driven or ridden on a public road by a person who was not licensed to drive or ride the Insured Vehicle on a public road but this exclusion will not apply if you could not reasonably have known that the person using or driving Your Insured Vehicle was not so licensed.
14. any claim if at the time of the loss or accident You or any person were driving Your Insured Vehicle:
  - under the influence of, or when impaired by any drug or intoxicating liquor, or
  - when the percentage of alcohol and/or drugs in the breath or blood was in excess of that permitted by law but if You can prove You did not know that the driver of Your Insured Vehicle was so affected, We will indemnify You.
15. any international or interstate freight charges or more than the manufacturer's latest price for parts which are not available locally (unless these costs are incurred with Our consent)
16. any liability for loss or damage to any vehicle other than Your own, which is being used to tow a Caravan insured by this section
17. any loss, damage or liability if any articulated Motor Vehicle covered under this section is, at the time of an accident, being driven by or is in the charge of a person who is under 25 years of age and engaged in contracting work other than Farm contracting to the extent allowed in 'Words with special meanings – Farm Business'
18. any loss, damage or liability if any rigid body motor vehicle with a carrying capacity of 8 tonnes or greater is, at the time of an accident, being driven by or is in the charge of a person under 21 years of age and engaged in contracting work other than Farm contracting to the extent allowed in 'Words with special meanings – Farm Business'
19. any loss or damage due to failure to take reasonable steps to ensure the safety of the Insured Vehicle
20. any loss or damage, if Your vehicle was not reasonably secured against further damage or theft, following an accident
21. any structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage. However We will cover damage to Your vehicle if an accident occurs to Your vehicle resulting from structural failure, mechanical, electrical, electronic or hydraulic breakdown failure or breakage, or faulty design or workmanship, if such loss is otherwise covered by this section
22. damage to tyres (other than tyres on mobile Farm Machinery) caused by the application of brakes or by punctures, bursts or road cuts
23. if Your vehicle has been imported and any part is not available in Australia, more than the cost of parts used in the repair of Your vehicle up to the manufacturer's recommended list price in Australia. However if such list is not available, We will only pay for the cost of the parts plus the cost of freight such parts by sea transport
24. liability directly or indirectly caused by or arising out of the discharge, dispersal, release, escape or seepage of Pollutants into or upon any property, land, the atmosphere, watercourse or body of water. We shall also not be liable to pay any costs and expenses incurred in the prevention, removal or clean-up of such Pollutants. This exclusion shall not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and place and provided the limit of Our liability in such circumstances, whether or not there is more than one Occurrence during the Period of Insurance, is limited in the aggregate to the limit of liability
25. Loss of Use (except as insured under Cover 5 - Loss of Use), depreciation, wear and tear, rust or corrosion
26. loss or damage caused by lawful repossession, seizure or other operation of law
27. loss or damage to property where the property belongs to or is held in trust by or in the custody or control of You, any person driving, using or in charge of Your vehicle, or any person entitled to cover under this section
28. loss or damage to Your Caravan, annexe and personal belongings when:
  - let out on hire
  - Your Caravan is being used other than for private purposes.
29. loss suffered as a result of inability to use Your caravan

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- 30. monetary loss incurred by You** through contractual or financial arrangements involving Your Insured Vehicle
- 31. property damage or bodily injury or liability** for more than \$1,000,000 for loss or damage or liability in respect of any one accident or series of accidents arising out of any one event from the transport of Dangerous Goods
- 32. theft or any malicious act, committed by:**
- any person who is insured by this Policy or in collusion with any person insured by this Policy, or
  - any person or entity to whom the insured vehicle is lent, leased or hired.
- (b)** We will retain the proceeds of any sale of the wreck of Your Insured Vehicle, and
- (c)** if We have finalised Your claim under Cover 5 - Loss of Use (*if applicable*), cover for that Insured Vehicle is cancelled under Cover 5 without refund of premium.

### General average

If the Insured Vehicle is transported by sea within Australia and as a result of a loss You are charged general average and/or salvage costs, then We will pay those costs.

### Maintenance

You must take reasonable steps at all times to safeguard Your Insured Vehicle from loss or damage and to maintain it in efficient condition.

### No Claim Discount benefit – Applies to Comprehensive cover only

If Your vehicle is insured for Comprehensive cover and You do not have a claim, We apply a discount off Your next year's renewal premium. This reward is called the 'No Claim Discount'.

The more 'claim free' years that You have, the greater the percentage of discount, until You reach the maximum level of discount after 5 years. Even if You have a claim where Your No Claim Discount would be affected, You may not lose all of Your No Claim Discount. If You have a claim and You have not accumulated any No Claim Discount We will increase Your invited renewal premium.

We also accept the number of claim free years that You may have accumulated with another insurer in calculating Your No Claim Discount.

### Repairs

You must not authorise repairs to Your insured vehicle without our consent.

### Special Clauses

Only those clauses shown in the Coverage Summary will apply.

### Dangerous Goods

Provided that the transportation of Dangerous Goods is limited to classes 2, 3, 4, 5, 8 and 9 as listed under The Australian Code for the Transport of Dangerous Goods by Road and Rail.

### Radius restriction

It is agreed that any articulated Insured Vehicle or any rigid body Motor Vehicle with carrying capacity of 8 tonnes or greater covered under this Section are only covered for loss, damage or liability while operating within the kilometre radius of Your home, base(s) or depot(s), shown on the Coverage Summary, unless noted otherwise.

### Tools of Trade

It is agreed that the maximum amount We pay under the 'tool of trade' exclusion is amended to the amount shown in the Coverage Summary in respect only to those Motor Vehicles whose registration numbers are shown on the Coverage Summary.

The following special clauses apply to sedans, station wagons or vehicles with a gross carrying capacity under 2 tonnes.

Only those special clauses that are shown on the Coverage Summary will apply.

### Off Road Clause

The basic excess plus any other applicable excesses payable under this section is double if Your Insured Vehicle is damaged while it is being driven on any beach or off any public road (*excluding driveways*) on land not belonging to You.

### Theft Clause

If Your Insured Vehicle is stolen and the security system was not active at the time, You must contribute an excess of \$200 in addition to any other excesses payable.

### Protected No Claim Bonus Clause

If You are involved in an accident and You make a claim where Your no claim bonus would normally be affected, then Your no claim bonus entitlement will not be reduced at renewal of Your Policy provided You:

- (i) are, at the time of the accident, on maximum no claim bonus, and
- (ii) do not have more than one claim, where this clause is applicable, in any one Period of Insurance.

### Conditions which apply to this section

There are also general conditions which apply to all sections of this Policy.

### Accidents / losses affecting Your No Claim Discount

When calculating Your renewal premium We take into account accidents/losses that occur during the Period of Insurance may affect Your No Claim Discount.

**Faultless No Claim Discount benefit** – Applies to Comprehensive cover only on sedans, station sedans and utilities used solely for private purposes

If You have been involved in a collision (*and not any other type of accident*) with another vehicle We will not penalise Your No Claim Discount entitlement when You renew Your Policy if:

- You can satisfy Us that the collision was at least 60% the fault of the driver of another vehicle, and
- You tell Us the registration number of the other vehicle and the full name and address of the other driver.

We give this benefit only if We are allowed legally to recover the amount of any loss including any applicable excesses from the responsible person.

This benefit does not apply to windscreen or window glass damage only claims.

If You live in a State or Territory where liability is apportioned in the courts, or determined by the Barometer of Responsibility, You will qualify as 'faultless' if You are 40% or less to blame for any accident.

Where the driver of the other vehicle disputes who was at fault, the No Claim Discount will be affected but reinstated to the level it was before the claim, if it can be established to Our satisfaction that the other driver was at least 60% at fault.

In order for Us to resolve whether You or another person was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances.

### Accident or loss occurring within 9 weeks of renewal

If You report an accident or theft that affects Your No Claim Bonus:

- within the 9 week period to the expiry date of this Policy, or
- after the expiry date of this Policy but the claim occurred prior to the expiry date,

You must pay any additional premium payable as a result of the effect of that claim on Your No Claim Bonus within 28 days of written notice to You of the additional premium payable.

### Alterations

You must give written notice to Us as soon as reasonably possible if the suspension wheels or engine of Your Insured Vehicle are altered to increase performance beyond the manufacturer's specifications. When We receive a notification of change, We may decide to either communicate to You an adjustment to the premium or terms of the policy or cancel cover on this vehicle in accordance with the provisions of the Insurance Contracts Act 1984. If You do not provide such notification before the happening of an event giving rise to a claim under this policy then, subject to the Insurance Contracts Act, 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your policy

### Cancellation / salvage

If We settle a claim for Your Insured Vehicle on the basis that it is a Total Loss:

- (a) We will not refund any premium to You for that Insured Vehicle, and

# Farm Insurance Policy Part B

## Policy Terms and Conditions

# 10

### Section 10 / Personal Accident & Illness

***This section provides certain benefits/lump sums to those persons You choose to insure if they suffer an Injury, sickness or disease while this Policy is current.***

If You have chosen this cover it will be shown on Your Coverage Summary.

#### What We insure

This section insures the persons nominated in the Coverage Summary (We call them the 'insured persons'),

- for the capital benefit and weekly benefits shown in this section and in the Coverage Summary
- if they sustain Injury or Illness
- during the Period of Insurance.

You may choose to cover the insured persons for capital benefits and weekly benefits:

- against Injury only, or
- against Injury and sickness.

The cover options You have chosen are shown in the Coverage Summary.

#### Change of Occupation

Please remember We only cover You for the Occupation of a Farm Business unless otherwise shown in the Coverage Summary so You should notify Us as soon as reasonably possible if there is any change in Your Occupation. We will then decide whether to insure You for Your new Occupation and if so on what terms.

#### Definitions applicable to this section

##### Accident Only Cover

Where this is shown in the Coverage Summary You will not be entitled to benefits resulting from Illness.

##### Illness

Any sickness or disease which first appears while the section is in force, but not if it results from:

- war, invasion or civil war
- childbirth or pregnancy
- HIV or any condition caused by HIV including AIDS.

##### Injury

Bodily injury (including death):

- resulting from accident which is not an Illness, and
- which occurs while this section is in force, and
- includes any condition resulting from exposure to the elements as a result of bodily Injury, but NOT bodily Injury resulting from:
  - alcoholism or drug addiction
  - driving a motor vehicle while having a percentage of alcohol and/or drugs in Your breath or blood in excess of that permitted by law
  - driving or riding in any kind of race
  - flying except as a passenger on Aircraft authorised to fly under all laws and regulations which relate to the safety of Aircraft
  - intentional self injury or suicide
  - motor cycling except for agricultural or pastoral purposes
  - practice for or playing organised football of any kind unless We agree and You pay any extra premium We require
  - professional sporting activities unless We agree and You pay any extra premium We require
  - the insured person's criminal or illegal act
  - war, invasion or civil war.

If You are travelling on a journey and:

- Your means of transportation disappears, sinks or is wrecked and
- Your body has not been found within one year

We will presume that You have died as a result of Injury.

##### Occupation

Your usual Farm Business activities or other occupation, business, trade or profession when shown in the Coverage Summary.

##### Paraplegia

Total paralysis of both legs and a part of or the whole of the lower half of the body.



## Section 10 / Personal Accident & Illness

### Permanent

Continuing for twelve months and which will, in all probability, continue for the remainder of Your life.

### Physical Severance

Occurring to a hand or foot at or above the wrist or ankle, to an arm or leg at or above the elbow or knee and to a finger or toe at or above the third joint from its extremity.

### Quadriplegia

Total paralysis of both legs and both arms.

### Temporary Partial Disablement

Your inability (*but not Permanent inability*) to participate in a substantial part of Your usual Occupation while You are under the regular care of and acting in accordance with the treatment, instructions or advice of a doctor.

### You/Your

In this section of the Policy means:

- the insured person named in the Coverage Summary. All benefits will be paid to this person except for the death benefit which will be paid to their legal personal representative
- if the person who applied for this insurance and paid the premium
  - is some one other than the insured person and
  - is shown in the Coverage Summary as the insured then 'You/Your' is that person.

All benefits will be paid to the insured and for the purpose of making a claim, paying a premium and receiving benefits You/Your will also refer to the insured.

### What We will pay

#### Weekly Benefits

If because of Injury or Illness:

- You are prevented from working in Your Occupation
- within twelve months of the Injury or Illness.

#### We will pay You

- the weekly sum insured shown in the Coverage Summary
- up to the maximum period shown in the Coverage Summary as the benefit period.

#### Weekly Benefits – Partial Disablement

If because of Injury or Illness:

- You are prevented from working in Your Occupation
- within twelve months of the Injury or Illness We will pay You:
  - 25% of the weekly sum insured shown in the Coverage Summary
  - up to the maximum period shown in the Coverage Summary as the benefit period

**But We will NOT pay any benefit for total or partial disablement:**

- for more than one Injury or Illness at any one time
- for the first period that You cannot work which is shown in the Coverage Summary as the excluded period of claim
- in respect of any Injury or Illness if, while You are receiving weekly benefits, You commence any new Occupation.

#### (a) Injury

We will reduce Your payment by any weekly benefits You are entitled to receive from:

- sick leave
- any statutory workers compensation or transport accident scheme.

We will stop paying weekly benefits if You become entitled to a 100% capital benefit.

#### (b) Illness

We will:

- (i) only pay if You cannot work for more than five consecutive working days counted from the first day You receive medical attention and
- (ii) reduce Our payment by any weekly benefits You are entitled to receive from
  - sick leave
  - any statutory workers compensation or transport accident scheme.

Please note that while this section of the Policy is in force You must tell Us as soon as reasonable possible if:

- You take out similar insurance with Us or another insurer, and
- the combined weekly benefits under this Policy and the similar insurance will exceed Your earnings.

#### (c) Recurrent Injury or Illness.

Where You suffer recurrence of an Injury or Illness:

- for which You have claimed weekly benefits
- while this section of the Policy is in force
- and there has been a period of less than six months between Your return to work in Your Occupation and the recurrence

It will be treated as a continuation of the original claim.

### Capital Benefits

If Injury results in any of the conditions You have selected (as shown in the Coverage Summary) within twelve months of the Injury, We will pay the benefit shown as a percentage of the capital sum insured shown in the Coverage Summary.

Please remember, We will assess whether a condition is Permanent (items numbered 2 to 27 in the capital benefit table) at the end of the twelve month period from the date of the Injury on the medical evidence then available.

Please note:

- all further cover ceases if You become entitled to a capital benefit of more than 75% of the capital sum insured
- the benefit payable in the case of death will be reduced by any capital benefit paid for the same Injury
- We will not pay any capital benefit for more than one condition at any one time
- You can only claim one capital benefit for any one condition.

## Section 10 / Capital Benefits Table

CONDITION	CAPITAL BENEFIT
1. Death	100%
2. Permanent disablement which results in Your being unable to engage in all Occupations for which You are reasonably qualified by education, training, or experience	100%
3. Permanent Quadriplegia	100%
4. Permanent Paraplegia	100%
5. Permanent and incurable paralysis all limbs	100%
6. Permanent unsound mind to extent of legal incapacity	100%
7. Permanent total loss of sight in one or both eyes	100%
8. Permanent total loss of hearing in both ears	100%
9. Permanent total loss of the lens of one eye	50%
10. Permanent total loss of hearing in one ear	50%
<b>Permanent Physical Severance or Permanent Total loss of use of the following</b>	
11. Both hands	100%
12. Both arms	100%
13. Both feet	100%
14. Both legs	100%
15. One hand and one foot	100%
16. One hand and one arm	100%
17. One foot or one leg	100%
18. Four fingers and one thumb	75%
19. Both joints of one thumb	35%
20. One joint of one thumb	20%
21. Three joints of one finger	15%
22. Two joints of one finger	10%
23. One joint of one finger	7.5%
24. All toes on one foot	15%
25. Great toe – both joints	7.5%
26. Great toe – one joint	5%
27. Each toe other than great	2.5%
<b>Other Conditions</b>	
28. Third degree burns which cover more than 50% of the entire body	20%
29. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth – per tooth	1%
30. Permanent total loss of speech	75%
31. Permanent disfigurement by burns to more than 50% of the surface area of the head and neck	30%
32. Fractured leg or patella with established non union	10%
34. Total and incurable blindness or complete and Permanent paralysis of any 2 limbs, having continued for at least 12 months, and provided the insured person has become entitled to compensation under benefit 2	100%



## Section 10 / Additional Benefits

### Additional Benefits

In addition to any capital benefit and/or weekly benefits that are payable under this section, We will pay the following:

#### Accommodation expenses

If the insured person reasonably needs to be admitted as an inpatient of a hospital which is more than 200 kilometres from the Farm, then We will pay the reasonable accommodation costs incurred for their spouse and children to visit the insured person while in hospital up to a maximum of \$2,000 in total during any one Period of Insurance.

#### Dependent Children

For the purpose of this additional Benefit, 'Dependent Child' means Your natural, step, foster or legally adopted child who is under 19 years of age, or in the case of full time students, under 26 years of age, but only if they are unmarried and living permanently with You. Children who are students must attend an accredited educational institution.

We will pay You compensation for Injury to Your dependent children named in the Coverage Summary if the Injury results in any of the conditions 1 to 35 in the Capital Benefits Table happening to them within 1 year of the Injury.

We will not pay more than the percentage of compensation stated in the defined event applied to a capital sum insured of \$25,000.

If the dependent child suffers more than 1 of the defined events as a result of the same Injury, We will only pay the higher of the applicable benefits.

**We will NOT pay more than 100% of the compensation in any one Period of Insurance.**

#### Educational Benefit – dependent students

We will pay the reasonable costs which must be met in order to provide special education facilities for a dependent child of the insured person as a direct result of an Injury causing any of the conditions 2 to 35 in the Capital Benefits Table. The maximum amount We will pay is the Capital Benefit shown in the Coverage Summary.

#### Football

If this optional benefit is selected We will pay a maximum of 26 weeks weekly benefit for Injury to the insured person arising directly from an accident in the course of playing football.

**An excluded period of 14 days will apply to all claims under this benefit.**

#### Funeral Expenses – dependent children

If the dependent child of the insured person dies as a direct result of an Injury We will pay the reasonable costs up to \$3,000 incurred in funeral or cremation expenses including the cost of returning the remains of the dependent child to their normal place of residence.

#### Illness - Capital Benefit

If the insured person suffers total and incurable loss of sight in both eyes or complete and Permanent paralysis of 2 limbs, We will pay an amount to 100% of the Capital Benefit in the table of benefits for Injury.

**Optional Benefits - if any of the following options are selected, they will be shown on the Coverage Summary. An additional premium is applicable for each of these options.**

#### Modification Benefit

Where a capital benefit is payable under condition 2 to 5 inclusive We will also pay for the cost necessarily incurred by You in modifying Your motor vehicle or home or in relocating Your motor vehicle or home or in relocating You to a suitable home, to a maximum sum in all of \$10,000.

### Pilot Risk

If this optional benefit is selected We will pay the capital benefit set out in the table above if the insured person suffers any of the conditions described in the table as a direct result of an accident while piloting any Aircraft that he is qualified and legally permitted to fly under Australian law. This additional benefit is not available if the Aircraft is being used for aerial spraying, aerobatic displays, or is an ultra light Aircraft or a rotary wing Aircraft.

#### Totally disabled spouse

If the spouse of the insured person suffers any Injury that entirely prevents the spouse from carrying out their normal duties, then We will pay 25% of the weekly benefit for the period that the spouse is so disabled up to a maximum of \$2,000 in total.

We will not pay any amount if the spouse is in receipt of a capital benefit under this section or the equivalent under any similar Policy of insurance.

### Conditions which apply to this section

There are also conditions which apply to all sections of this Policy

### Claims

**You must follow these procedures if You sustain an Injury or Illness. If You do not, We may decline Your claim or reduce Your benefit:**

- (a) You must get proper medical advice from a qualified medical practitioner as soon as possible after sustaining an Injury or Illness
- (b) You must give Us all details of any other insurance covering the same Injury or Illness
- (c) You (or Your legal personal representative) must:
  - complete Our claim form, and
  - provide Us with all information We may reasonably require.
- (d) You must give Us at Your own expenses all medical and other certificates and evidence which We may reasonably require to assess the claim
- (e) You must undergo any medical examination We may reasonably require to assess the claim, and which We will arrange at Our expense
- (f) You must continue to be a resident of Australia.

We may have a right to recover money payable under this section from another person who is liable to compensate You.

You must co-operate with Us in any action We take in exercising any such right. We will only request Your cooperation where relevant to the recovery and will explain why Your cooperation is required.

We have full discretion in the conduct of any proceedings and in the settlement of any claim.

### Medical examination of an Insured person

Provided that We give reasonable notice, We will be allowed, at Our expense, to have any Insured person medically examined or, in the event of death, a post mortem examination carried out.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

# 11

### Section 11 / Boat

*If You have chosen  
this cover it will be shown  
on Your Coverage Summary.  
**Definitions which  
apply to this section:***

#### Accident

An incident that is unforeseen and unintended and that causes loss or Damage. This includes a series of Accidents arising out of the one event.

#### Boat

The Boat described in the Coverage Summary.

Your Boat is comprised of:

- the Hull
- its Motor(s), including fuel tanks (unless they form part of the Hull)
- Equipment and Accessories
- its Sails, Masts, Spars, Standing and Running Rigging
- its trailer.

#### Damage

Any form of physical harm to the Boat but does not include wear and tear or anything that was present before this Policy came into force.

#### Equipment and accessories

Safety equipment installed or carried in accordance with statutory requirements and any other equipment intended for the use of or with the Boat including:

- anchors
- any Tender used with Your Boat
- auto pilot
- batteries
- bilge pumps
- Boat and Motor covers
- chairs
- cooking stoves
- depth sounders
- detachable canopies
- electronic navigation equipment
- EPIRB (Emergency Position Indicating Radio Beacon)
- equipment for towing water skiers as shown in the Coverage Summary
- fire extinguishers
- global positioning system
- horns
- life-saving equipment including life jackets
- lights

- oars or paddles
- seat cushions
- two-way radios.

**Note:** This definition excludes equipment for fishing, diving or any other water sport. Please also refer to the section 'What is not covered'.

#### Excess

The amount of any claim which You will be required to contribute as part of the finalisation of Your claim. If an Excess is applicable to any sections of Your Policy the amount will be shown in the Coverage Summary.

- this amount will be deducted from the amount payable on each claim
- there is no Excess for claims arising out of death or bodily injury under the personal accident or Legal Liability sections of this Policy section 11.

#### Hull

The shell of the Boat, deck, fixtures and fittings on deck or below deck that are not normally removable and would be normally sold with the Boat.

**Note:** Refer to the section 'What is not covered'.

#### Legal liability

Your Legal responsibility arising out of the use of the Boat to pay compensation for death, injury or Damage to other people (including members of Your Family) or their property. This responsibility only arises if You have done something wrong or You are at fault.

**Note:** Refer to the sections 'What You are not covered for - Liability' and 'When You are not covered'.

#### Motor(s) includes:

- inboard Motors
- outboard Motors
- stern drive units
- jet units
- gear boxes
- propellers
- shafts
- skegs
- portable fuel tanks and lines
- wiring harness
- instruments (e.g. tachometer)
- control cables
- generators.

#### Omission

A failure to act and includes a failure to do or say something.

## Section 11 / Boat

### Personal Effects

As listed below:

- clothing
- food or beverage coolers
- hats or caps
- keys or pens
- portable: radio, radio cassette and compact disc players
- shoes
- toilet articles
- wallets or purses excluding cash and credit cards
- waterproof gear, bags.

**Note:** This definition excludes equipment for Water Skiing, fishing, diving or any other water sport - this equipment can be covered separately on application. Please also refer to the section 'What is not covered'.

### Sails, Masts, Spars, Standing and Running Rigging

Sails, Masts, Spars, Booms and Fittings, spinnaker poles, standing and Running Rigging.

**Note:** Refer to the section 'What You are not covered for'.

### Salvage

Either:

- (a) what is left of the Boat after it has suffered loss or Damage, or
- (b) the action of saving the Boat in a time of peril.

### Tender

An auxiliary Boat (or dinghy) (capable of being and usually carried on deck or on davits on Your Boat or which is towed behind Your Boat) that is used as a lifeboat or means of transportation between Your Boat and the shore, or for both purposes. A Tender must be marked with the registration number of Your Boat and not registered in its own right.

### Theft

A person has taken Your Boat, Equipment and Accessories without Your knowledge, prior consent or agreement, with the intention of permanently depriving You of them.

### Total sum insured

The amount We agree to insure Your Boat for and is the total value for all of the Boat's Hull, Motors, Equipment and Accessories, Sails, Masts, Spars, Standing and Running Rigging and trailer, whether individual sums insured are specified for these items by You or not.

### Water Skiing or Aquaplaning

Travelling on the surface of water, either barefoot, or on water skis or similar devices designed for that purpose while being towed by Your Boat.

**Note:** Refer to the sections 'What You are not covered for – Liability' and 'When this Water Skiers or Aquaplaning extension does not cover You'.

### Yacht Racing Risks

Taking part in a sporting event organised by a club or association. Cover applies only when We have agreed to grant the optional Yacht Racing Risk extension or yacht club social racing risk extension and You have paid the premium. This will be shown in Your Coverage Summary.

**Note:** Refer to the sections 'What You are not covered for – loss of or Damage to Your Boat' and 'When You are not covered'.

### Cover for Your Boat

#### What is covered

We will cover Your Boat described in Your Coverage Summary including:

- Equipment and Accessories
- Motors
- Personal Effects (*or those of any passenger on Your Boat*)
- Sails, Masts, Spars, Standing and Running Rigging
- the Hull, and
- trailer.

while it is navigating or in transit within the cruising limits specified in Your Coverage Summary, and including while the Boat is at any marina, slipway or location when laid-up ashore or engaged in any voluntary rescue work.

#### What is not covered

We will not cover:

- any Boat, being a combination of Hull and Motor, which is capable of a speed exceeding 50 knots
- money, credit cards, spectacles, sunglasses, watches, jewellery, cameras, mobile phones, pagers, consumable stores, compact discs, audio or video tapes
- moorings.

#### What can be covered additionally (on application)

If We agree We will show them in Your Coverage Summary:

- any dinghy or Tender used with Your Boat capable of a speed exceeding 20 knots
- equipment for Water Skiing, fishing, diving or any other water sports (excluding while in use).

**Note.** These items are not automatically covered unless agreed in writing by Us.

Please remember that You will have to pay any Excess shown on Your Coverage Summary.

#### What You are covered for – loss of or Damage to Your Boat

You do not need Our authority to take such action if it is an emergency and You are unable to contact Us to obtain authority.

#### We will cover You for:

##### (a) Accidental Damage

- if Your Boat is Damaged Accidentally
- if Your Boat sinks Accidentally, provided it was in seaworthy condition at the time of sinking.

##### (b) Theft

- of the entire Boat including trailer, outboard Motor(s), Equipment and Accessories
- of part of the Boat including trailer, outboard Motor(s), Equipment or Accessories from:
- the Boat, or
- the place of storage of the boat, trailer, outboard Motor(s) or the Equipment and Accessories.

In the event of a claim it will not be necessary for You to demonstrate that there is physical evidence of visible and forced entry, but it is a condition of this cover that You are at all times required to take reasonable measures to prevent Theft e.g. placing Equipment/Accessories or outboard Motors Temporarily Removed from the boat in a secure place of storage.

##### (c) Malicious Damage if Your Boat is damaged maliciously

##### (d) transit Damage if Your Boat is Accidentally Damaged during transit on its own trailer by road, rail or ship, provided Your Boat is designed to be normally trailed by a Boat trailer and You are complying with all statutory requirements. If Your Boat is transported by sea within Australia and as a result of a loss You are charged general average and/or Salvage costs, then We will pay those costs.

## Section 11 / Boat

- (e) **clean up costs.** We will cover You for the reasonable costs of cleaning up an Accident Site following Accidental discharge, emission spillage or leakage upon or into waters or land of oil, diesel, petroleum products effluent or sewage following an insured event up to a maximum of \$20,000. We pay these costs in addition to the sum insured of Your Boat
- (f) **pollution hazard.** We will cover You for Damage caused to Your Boat by any governmental authority in order to prevent or minimise a pollution hazard or threat of such a hazard resulting from Damage to Your Boat, provided this has not resulted from a lack of due diligence by You
- (g) **recovery or removal of wreck costs.** If Your Boat is Damaged or sinks Accidentally, and We agree to recover it or the law requires that it must be removed, We will pay the reasonable costs of the removal recovery of the wreck. These costs are recoverable in addition to the sum insured of Your Boat and are subject to a limit of \$1,000,000
- (h) **other expenses.** If Your boat gets into difficulties or is Damaged Accidentally, We will pay the reasonable cost of taking action to:
  - minimise loss or Damage, or
  - remove the Boat to safety (including emergency towing), or
  - dry all the electrical equipment in the Motor (s), or
  - clean and oil the motor (s).

However, You must advise Us as soon as reasonably possible after the action has been taken.

These costs are recoverable in addition to the sum insured of Your Boat. The additional amount We will pay is limited to the sum insured of Your Boat shown in Your Coverage Summary.

Please remember that You will have to pay any Excess shown on Your Coverage Summary.

### What You are not covered for – loss of or Damage to Your Boat

#### We will not cover You for:

- Accidental loss or Damage to fishing gear, diving equipment, tools and/or Water Ski equipment while in use
- any claim arising directly or indirectly from pollution or contamination by any substance
- any fine or penalty
- Damage to Sails and protective covers caused by the force of wind unless there has also been damage caused to the Masts, Spars or the Boat
- Damage to Sails, Masts, Spars, Standing and Running Rigging while Your Boat is racing – unless You pay an additional premium and We agree to provide the optional Yacht Racing Risk Extension or Yacht club social racing risk extension
- depreciation
- financial, emotional or psychological loss which occurs because You cannot use Your boat
- loss of any outboard Motor (s) when they are secured to the Boat in a manner other than that specified or recommended by the manufacturer
- loss or Damage caused by lack of maintenance
- loss or Damage caused by normal wear and tear
- loss or Damage caused by rusting or other forms of corrosion, or electrolysis
- loss or Damage caused by timber rot, delamination, osmosis, deterioration, vermin, marine growth
- loss or Damage intentionally caused by You or a person acting with Your express or implied consent, unless required by law
- mechanical, structural, electrical or electronic failures. We will pay the resultant Damage to Your Boat due to the failure, but We will not pay for the cost of repairing or replacing the item that failed
- the cost of repairing or replacing any part of the Boat which is defective and the defect is caused by fault or error in design or construction or faulty workmanship
- Theft of Your Boat or any part of it by persons to whom You have loaned Your Boat.

### How much We pay – loss of or damage to Your Boat

#### This is an Agree Value Policy.

Where specified and shown in the Coverage Summary, there is an agreed sum insured for each of:

- the Hull
- the Motor(s)
- Sails, Masts, Spars, Standing and Running Rigging
- trailer
- Equipment and Accessories.

Individual items of Equipment and Accessories have an agreed sum insured where specified by You.

In the event of a claim, the maximum We will pay You for each item lost or Damaged is the agreed sum insured for that item.

Where You have not specified a separate sum insured for either a part of the boat as above, or an individual item, then the maximum We will pay is the current Retail Value of the part or item.

However, the maximum amount payable will not exceed the Total Sum Insured under any circumstances. Any amount payable will be reduced if the total Retail Value of the Boat including all items listed above exceeds the Total Sum Insured shown in the Coverage Summary by more than 20%. The amount payable will be reduced in proportion to the difference between the Retail Value of the whole Boat and the Total Sum Insured.

#### We will, at Our option,

- pay You the current Retail Value of the item (*where there is no Agree Value*) and take ownership of any Salvage.
- pay You the reasonable cost of repairing or replacing the item involved, or pay You the sum insured (*where specified*) of the item involved and take ownership of any Salvage, or
- repair or replace the item involved, or
- When We decide either to replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation may apply and the amount payable is determined by:
  - comparing the value of an item with an item of similar age and condition, or
  - establishing the actual cost of an item of similar age and condition.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

When We take the option of repairing an item, the amount that We pay is limited by the actual value of the item being repaired compared with its age and condition.

If Your Boat is less than one year old, We will not apply depreciation in determining the amount paid to You.

Your Personal Effects are automatically covered under the Policy while they are on Your Boat, and the maximum We will pay for loss of or damage is \$200 for any one item up to a maximum of \$2,000 in total any one claim for the reasonable cost of repairing or replacing the lost or damaged item.

#### Additional Benefits

We give You the following additional benefits.

#### Personal Accident cover

If You suffer bodily injury as a result of an Accident during the Period of Insurance which arises directly out of the use of Your Boat, and that results within 6 calendar months in either:

- death
- temporary total disablement
- permanent total disablement.

#### We will pay in the event of Your:

- death - the sum of \$10,000
- temporary total disablement – the sum of \$100 per week, up to a maximum of 100 weeks
- permanent total disablement – the sum of \$10,000.

## Section 11 / Boat

To qualify for payment You must obtain and follow advice of a qualified medical practitioner (other than You or Your spouse) as soon as possible after the Accident.

In this additional benefit:

### Temporary Total Disablement

You are unable to carry out all the normal duties of Your occupation solely and directly as a result of the injury.

### Permanent Total Disablement

You have been unable to carry out any occupation for which You are fitted by reason of Your education, training or experience for a period of at least 12 consecutive months and You remain unable to do so for a continuous indefinite period solely and directly as a result of the injury

### Power Boat association time trials

We will provide cover if Your Boat is participating in time trials conducted under the control or regulation of the Power Boat Association to a maximum speed of 15 knots.

### Options You can choose for additional premium

The following options may be obtained on application, and for an additional premium.

#### Optional Yacht Racing Risk extension

What You are additionally covered for:

If We have agreed to cover You for Yacht Racing Risks and shown it in Your Coverage Summary, We will provide additional cover to You for loss or Damage to Your Boat including its:

- Sails, or
- Masts, or
- Spars, or
- Standing and Running Rigging
- while Your Boat is racing. We will only cover You when Your Boat is operating within the following navigational limits:
  - moored Boats – within 100 nautical miles of Your Boat's home port
  - trailer Boats – within 100 nautical miles of the place where Your Boat was last launched from:
    - the Australian mainland, or
    - an Australian offshore Island within 200 nautical miles of the Australian mainland including Tasmania.

#### When You are NOT covered

We will not cover You for any racing outside of the areas set out above, unless You have Our agreement in writing.

#### How much We pay under this optional cover

If an item is lost or Damaged while Your Boat is racing, We will, at Our option:

- repair or replace the item involved, or
- pay You the reasonable cost of repairing or replacing the item involved, or
- pay You the agreed sum insured (where specified) of the item involved and take ownership of any Salvage, or
- pay You the current Retail Value of the item (where there is no Agree Value) and take ownership of any Salvage.
- When We decide either to replace an item, or to pay the cost of replacing an item which has no Agree Value, then depreciation will apply and the amount payable is determined by:
  - comparing the value of an item with an item of similar age and condition, or
  - establishing the actual cost of an item of similar age and condition.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If You make a claim under this optional cover You will have to pay the Yacht Racing Risk Excess shown on Your Coverage Summary for any loss or Damage to Your Boat or any legal liability for damage to other people's property.

#### The sections of the Policy called

- 'What You are not covered for - loss of or Damage to Your Boat'
- 'What You are not covered for - Legal Liability'
- 'When You are not covered' also apply to this extension.

#### Optional yacht club social racing risk extension

If We have agreed to cover You for yacht club social racing risks and shown it in Your Coverage Summary, We will provide additional cover to You for loss or Damage to Your boat including its:

- Sails, or
- Masts, or
- boom, or
- Standing and Running Rigging

while Your Boat is being raced in yacht club social races not exceeding 15 nautical miles from Your boat's home port. This cover excludes spinnakers and/or extras.

#### How much We pay

If an item is lost or Damaged while Your Boat is racing in yacht club social races, We will, at Our option,

- repair or replace the item involved, or
- pay You the reasonable cost of repairing or replacing the item involved, or
- pay You the sum insured (*where specified*) of the item involved and take ownership of any Salvage, or
- pay You the current Retail Value of the item (*where there is no agreed sum insured*) and take ownership of any Salvage.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

**When We decide either to replace an item, or to pay the cost of replacing an item which has no agreed sum insured, then depreciation will apply and the amount payable is determined by:**

- comparing the value of an item with an item of similar age and condition, or
- establishing the actual cost of an item of similar age and condition.

If You make a claim under this optional cover You will have to pay the Yacht Racing Risk Excess shown on Your Coverage Summary for any loss or Damage to Your Boat or any legal liability for damage to other people's property.

#### The sections of the Policy:

- 'What You are not covered for - loss of or Damage to Your Boat'
- 'What You are not covered for - Legal Liability'
- 'When You are not covered' also apply to this extension.

#### Legal Liability cover

##### What You are covered for – Legal Liability – operating Your own Boat

We cover You and any person allowed by You to control Your Boat against Legal Liability for:

- Accidental death or bodily injury to a person other than You
- Accidental death or bodily injury to You when another person allowed by You is in control of Your Boat
- Accidental Damage to other people's property caused by the use of Your Boat.

## Section 11 / Boat

### **What You are covered for – legal liability – operating a Substitute Boat**

We will cover You against Legal Liability for:

- Accidental death or bodily injury to a person other than You
- Accidental Damage to other people's property caused by the use of the substitute Boat provided that:
- You have permission from its owner
- Your Boat is not being used at the time
- You or any member of Your Family do not own or have an interest in the substitute Boat.

If You are entitled to cover under any other Policy We will only be liable under this section for the amount Your liability exceeds the limits of cover under any other Policy.

### **What You are not covered for – Legal Liability – operating Your own or a substitute Boat**

We will not pay the costs of Your Liability for:

- actions that are brought against You in a court or tribunal outside Australia or a court or tribunal that applies laws other than the law of a state or territory of Australia
- any claim arising directly or indirectly from pollution or contamination by any substance
- any fine or penalty
- any tradesperson or company engaged by You for the repair, service or maintenance of Your Boat
- aggravated, exemplary or punitive Damages
- bodily injury to, or the illness or death of a person who is covered (or should have been covered) by any compulsory compensation insurance, including any compulsory third party Boat insurance
- death or bodily injury caused by the activity of scuba diving
- death or bodily injury or property Damage intentionally caused by a person covered by this Policy
- loss of or Damage to any property owned by You or in Your custody or control or the property of any other person covered by this Policy
- loss or Damage to third party property arising from the trailer being towed by or breaking away from or Accidentally becoming detached from the towing vehicle
- the towing of persons or objects in the air, including parasailing
- Water Skiing or Aquaplaning unless You have chosen the optional Water Skiers or Aquaplaning extension and it is shown in Your Coverage Summary.

### **How much We pay – Legal Liability**

We will pay the costs of:

- compensation, and
- legal fees and expenses that You are liable for.

We will only pay the costs of legal fees and expenses You incur if We consent to them in writing before You incur them.

### **Limit on what We will pay – Legal Liability**

The maximum We will pay is the amount shown in Your Coverage Summary in total for all claims that arise from any one Accident. This maximum amount includes all legal fees and expenses.

### **Liability option You can choose for additional premium**

The following liability option may be obtained on application, and for an additional premium:

### **Optional Water Skiers or Aquaplaning extension**

What You are additionally covered for:

If We have agreed to cover You and shown it in Your Coverage Summary and You have paid any additional premium We ask for, We will cover You or any person allowed by You to control Your Boat and the person acting as an observer (within the requirements of any law) against Legal Liability for:

- Accidental death or bodily injury to a Water Skier or Aquaplaner (including You) towed by Your Boat
- Accidental death or bodily injury to any person caused by a Water Skier or Aquaplaner being towed by Your boat, or
- Accidental damage to another person's property caused by a Water Skier or Aquaplaner being towed by Your Boat.

We will also cover a water skier or aquaplaner towed by Your Boat against the Water Skier's or Aquaplaner's Legal Liability to others for Accidental:

- death or bodily injury to a person, or
- Damage to property other than Your boat caused by the Water Skier or Aquaplaner while being towed by Your Boat.

### **When this Water Skiers or Aquaplaning extension does not cover You:**

We will not pay the costs of liability arising out of:

- competition Water Skiing
- towing of any device not designed and professionally manufactured for the purpose of being towed behind a Boat (*e.g. surfboards or tyre tubes*)
- towing of any person by personal Watercraft that breaches waterways regulations
- towing or using air chairs
- Water Skiing or Aquaplaning when a ski mast, ski pole, ski tower are being used unless it is professionally designed, manufactured and installed
- Water Skiing or Aquaplaning when an aerial device or ski ramp is being used
- Water Skiing or Aquaplaning when there is not a legally competent observer in addition to the driver on board Your Boat at the time of the accident.

### **The sections of the Policy called**

- 'What You are not covered for - Legal Liability'
- 'When You are not covered'
- 'How much We pay - Legal Liability'
- 'Limit on what We will pay - Legal Liability' also apply to this extension.

### **Excess**

'Excess' means the amount You must contribute to any claim You make under this section of the Policy. For most claims You make on this Policy, You will have to pay the excess which is shown on Your Coverage Summary.

### **Exclusions which apply to this section**

#### **General exclusions applying to this section of the Policy.**

This Policy excludes loss, Damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



## Section 11 / Boat

In no case shall this insurance cover loss Damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- any chemical, biological, bio-chemical, or electromagnetic weapon
- any weapon or device employing atomic or nuclear fission and/or Fusion or other like reaction or radioactive force or matter
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 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.

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 the above exclusions.

### Additional exclusions applying to this section of the Policy

We will not cover You when:

1. You do not keep the Boat in good order and repair, or in a proper state of seaworthiness and in compliance with any statutory requirements (*e.g. Waterways Authority Regulations*) and this caused or contributed to the loss, destruction, Damage, death, injury, illness, liability, cost or expense
2. Your Boat is being loaded or unloaded or transported by a commercial carrier unless You tell Us beforehand in writing, and We agree in writing to cover You
3. Your Boat is being operated:
  - at a speed greater than 50 knots
  - with a motor more powerful than recommended by the Hull manufacturer for the Hull specifications
  - with more than the maximum number of passengers or load recommended by the Hull manufacturer and this caused or contributed to the loss, destruction, Damage, death, injury, illness, liability, cost or expense.
4. Your Boat is being towed on a trailer and the driver with Your express or implied consent was not licensed to drive a vehicle in accordance with law and this caused or contributed to the loss, destruction, Damage, death, injury, illness, liability, cost or expense

But We will cover You if You were not in the vehicle at the time and can clearly demonstrate that You had no reason to suspect that the driver was unlicensed

5. Your Boat is being transported on a trailer, unless the Boat is designed and built for that purpose
6. Your Boat is being used for an unlawful purpose and this caused or contributed to the loss, destruction, Damage, death, injury, illness, liability, cost or expense
7. Your Boat is being used for hire or charter, or for payment or reward at the time of the Accident or loss unless We specially agree to cover this use and specify the cover in Your Coverage Summary
8. the Boat is being used for permanent living accommodation unless You tell Us beforehand in writing, and We agree in writing to cover You
9. Your Boat is being used in racing, speed tests or trials, unless You pay an additional premium and We agree to provide the optional Yacht Racing Risk extension or yacht club social racing risk extension
10. Your Boat is in the control of You or any person with Your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in Your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred

But We will cover You if You were not on board the Boat at the time and can clearly demonstrate that You had no reason to suspect that the person in control would be under the influence of alcohol and any drug or had a percentage of alcohol or drugs in excess of legal limits.

11. Your Boat is undergoing major Hull repair or alteration (*e.g. extending the length of the Boat, major refurbishment of deck, cabin and Hull or replacing inboard engines*) unless You tell Us beforehand in writing, and We agree in writing to cover You
12. Your Boat is outside the cruising limits described in Your Coverage Summary
13. Your Boat is under the control of a person not licensed under the applicable law:

But We will cover You if the person:

- was not named as one of the insured in Your Coverage Summary, and
- You can clearly demonstrate You had no reason to suspect that person was unlicensed.

### Conditions which apply to this section

#### Purchase of a 'new' Boat.

If You replace the Boat or any item shown in the current Coverage Summary and We agree to cover the replacement, the Policy covers it:

- from the time You bought it, and
- up to the same value as Your agreed sum insured, and
- no longer covers the old Boat or item.
- We will give You this cover for the 'new' or replacement Boat or item only if:
- You give Us written details of it within 14 days of buying it, and
- You pay Us any additional premium and government charges that We ask for.

In giving You this cover, We will consider either the price You paid for the Hull, Motors, Equipment and Accessories, Sails, Masts, Spars, Standing and Running Rigging and its trailer, or Our valuation as the agreed sum insured of that item.

#### If You sell or give away Your Boat

If You sell or otherwise give away Your Boat or part-ownership in a Boat and do not tell Us:

- the cover under this Policy ceases immediately without any notice to You from the time of sale or You otherwise give away Your Boat.

When You tell Us that You no longer own the boat, We will:

- refund to You what is left of the premium You paid by deducting an amount which covers the period for which You have been insured with Us.

If You are giving up an interest as lessor, mortgagee or owner under a hire purchase agreement, You do not have to tell Us.

### Other insurance policies

If at the time of an Accident another Policy is in force covering the same risk, We will only pay the amount in excess of the amount that is recovered under those policies limited to the sum insured shown in Your Coverage Summary.

### You must take reasonable care

You must at all times take reasonable care to:

- keep Your Boat in good condition
- prevent death, bodily injury, or illness to other people, or loss or damage to their property
- obey any statutory requirements that safeguard people or their property
- prevent Theft or attempted Theft of the Boat, outboard Motor(s) or the Equipment and Accessories, and
- protect Your Boat against any initial or further loss or Damage.



# Farm Insurance Policy Part B

## Policy Terms and Conditions

# 12

### Section 12 / General Property

This section insures the items You select against loss or damage anywhere in Australia. You can choose one of two types of cover:

**Cover 1** insures certain limited types of damage.

**Cover 2** insures any type of accidental loss or damage whatsoever.

If You have chosen cover under this section, the type of cover You have chosen will be shown in the Coverage Summary.

#### What We insure

This section insures the items You have chosen to insure against:

- (a) loss or damage in the circumstances provided for in the cover option that You have chosen
- (b) which occurs anywhere in Australia
- (c) during the Period of Insurance.

The items that You have chosen to insure will be shown in the Coverage Summary.

#### Cover Options

You may choose to insure Your property in one of the following ways:

##### Cover 1 – Fire, Theft and Collision

If You choose this option, We insure the items You have chosen for loss or damage caused by:

- (a) collision or overturning of any vehicle in which they are being conveyed
- (b) fire, lightning, explosion, malicious damage or vandalism
- (c) theft following forcible and violent entry from a locked vehicle or premises away from the Farm
- (d) theft from a vehicle or premises at the Farm, or
- (e) theft of equipment attached to a vehicle by locks or padlocks if visible damage occurred to the securing devices during the theft.

##### Cover 2 – Accidental Loss or Damage

If You choose this option, We insure the items You have chosen against any sudden accidental physical loss or damage which includes all insured events provided by Cover 1 above.

The cover You have chosen is shown in the Coverage Summary.

#### Definitions which apply to this section

##### Artificial Insemination Flasks/Tanks

Any receptacle designed for storage on the Farm and transit of Semen in ampoules or straws when liquid nitrogen is used as the refrigerant.

##### Mobile communication equipment

Any electronic equipment used for the transmission and reception of radio signals. It includes CB radios, UHF radios and mobile telephones.

##### Semen

Any fluid of a male animal which contains spermatozoa in suspension and which is to be used for the artificial insemination of breeding stock.

#### What We will pay

At Our option, We may replace the lost or damaged item or pay the lesser of its Replacement Cost or the current Retail Value. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

However if only part of the item is damaged, We will only pay for that part plus the cost of any necessary dismantling and reassembling.

We will pay the Replacement Cost of Mobile Communication Equipment.

#### The Maximum Amount We will pay

We will not pay any more for any item You have chosen to insure than the sum insured shown in the Coverage Summary for that item.

#### Excess

For each claim made under this section You must pay an excess. The amount of the excess will be shown on Your Coverage Summary.

#### Exclusions which apply to this section

##### 1. We will NOT pay for loss or damage directly or indirectly caused by:

- (a) mechanical, electronic or electrical breakdown or derangement unless it occurs as a consequence of an accident
- (b) cracking, scratching or breakage of glass or fragile items or surfaces unless it occurs as a consequence of an accident
- (c) rust, oxidation, mildew, mould, moths, vermin, insects, change of colour, or any process of heating, drying, cleaning, dyeing or alteration
- (d) dishonesty by You or others to whom items insured under this section are delivered, entrusted, loaned or rented
- (e) action of the sea, tidal wave, high water or Flood
- (f) accidental damage to Drones whilst in use.

##### 2. We will NOT pay for loss or damage during transit of Artificial

Insemination Flasks/Tanks by sea or by air or when carried under contract unless they are secured in a frame designed to minimise the risk of overturning.

##### 3. We will NOT pay for loss or damage to Semen which arises from:

- (a) any rise in temperature which is due to Your negligent failure to maintain the supply of liquid nitrogen or inability to obtain supplies of liquid nitrogen, or
- (b) the handling of any individual ampoules or straws.

##### 4. We will NOT pay for:

- (a) any alteration, improvements or overhaul of any item, even if it occurs during repair or replacement following loss or damage which is insured under this section
- (b) any consequential loss or damage, except if specifically covered by this Policy. This means We will not pay for direct or indirect financial or economic loss. For example, loss of use or enjoyment, loss of profits or depreciation
- (c) documents, manuscripts, patterns, models, moulds, plans, designs unless they are shown in the Coverage Summary
- (d) loss, destruction or damage caused by or arising while the vehicle conveying the item is engaged in racing, pace making, reliability trials or speed testing or is carrying any load in excess of that for which it was designed or constructed
- (e) money
- (f) theft in the Open Air.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

# 13

### Section 13 / Theft

***This section covers You against the theft of Farm Contents, Farm Produce and Hay as well as damage to Farm Buildings during the course of theft.***

If You have chosen this cover it will be shown on Your Coverage Summary.

#### What We insure

Under this section We insure loss of or damage to Farm Contents, Farm Produce, Hay and damage to Farm Buildings:

- (a) which occurs as a result of theft or attempt at theft
- (b) at the Farm
- (c) during the Period of Insurance.

#### What We will pay

- (a) **Lost or damaged property**  
(except contents for which We will pay the replacement value)

We will pay the Retail Value of the stolen or damaged property. At Our option We may reinstate, replace or repair the property.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If only part of the property is damaged, We will only pay for that part plus the cost of any necessary dismantling and reassembling.

- (b) **Temporary protection**

Provided that the sum insured for this section is not exhausted, We will pay for the cost of temporary repairs to the Farm Buildings following loss or damage insured by this section for the purpose of securing the premises and safeguarding property from further loss.

#### Additional Benefits

##### Contents in auctioneers store

We will also pay for theft of Farm Contents from an auctioneer's store following actual violent and forcible entry into that store, if the Farm Contents:

- (a) are still owned by You, and
- (b) have not been sold by the auctioneer at the time of the theft

#### Replacement of locks

In addition to the sum insured, We will pay up to \$1,000 for:

- (a) the cost of recoding or replacing locks which are damaged or when keys belonging to them are stolen in the course of a theft, or
- (b) the cost of replacing the keys which are stolen in the course of a theft.

#### We will only pay for:

- (a) locks which secure external doors, windows and other external openings of the Farm Buildings
- (b) the cost of locks of similar type and quality.

#### The maximum amount We will pay

Unless We specifically agree to pay an amount in addition to the sum insured, We will not pay any more than the sum(s) insured set out in the Coverage Summary for each of the items of property which are insured by this section.

#### Excess

For each claim You make under this section You must pay an excess. The amount of this excess is shown on Your Coverage Summary.

#### Exclusions which apply to this section

#### We will NOT pay for:

1. **loss due to unexplained shortages** or resulting from clerical or accounting errors or shortages in the supply of materials
2. **loss or damage** arising during or as a result of earthquake, subterranean fire, riot or civil commotion
3. **loss or damage** resulting from or as a consequence of any fire
4. **theft or attempted theft committed by:**
  - (a) contractors, sub contractors or any other person while lawfully on the Farm
  - (b) residents, paying guests, or visitors to the Farm
  - (c) You or Your Family, or
  - (d) Your employees, unless theft is a direct result of forcible and violent entry into a building.
5. **theft or attempted theft of:**
  - (a) home contents
  - (b) money, or loss resulting from the dishonouring of a cheque or negotiable instrument which was given to You in connection with the Farm
  - (c) motor vehicles, trailers, motor cycles, mobile Farm Machinery, Aircraft, Watercraft or any of their accessories unless specified in the Coverage Summary
  - (d) pets, animals, birds or fish, reptiles or insects
  - (e) trees, shrubs, growing crops and other growing plants.

# Farm Insurance Policy Part B

## Policy Terms and Conditions

# 14

### Section 14 / Business Interruption

***This section covers You for some nominated financial losses which arise from Your Farm activities. You can choose one or more of the following optional types of cover:***

**Cover 1.** *is for loss of Weekly Income.*

**Cover 2.** *is for the additional cost of working.*

**Cover 3.** *is for agistment and fodder replacement following fire.*

**Cover 4.** *is for tax audit costs.*

**Cover 5.** *is for legal expenses*

**Cover 6.** *is for wet sheep expenses*

If You have chosen this cover, the types of cover(s) You have chosen will be shown in Your Coverage Summary. We also provide some additional benefits. Depending on which Cover option You choose, You are automatically entitled to these benefits.

#### What We insure

##### *This section insures:*

- (a) nominated financial losses arising from the Farm Business
- (b) which occur during the indemnity period, and
- (c) in the case of covers 1 and 2, which result directly from loss or damage to any property which is insured under this policy and for which You would have been entitled to indemnity (if no excess had applied) under the Farm Property section.

#### Definitions which apply to this section

##### **Accountant**

An accountant appointed by agreement between You and Us or, if We cannot agree, nominated by the President of the Institute of Chartered Accountants in Australia.

##### **Accountant**

Does not mean any accountant employed by You.

#### **Indemnity Period**

The indemnity period begins when loss or damage occurs and ends on the earlier of the following:

- the expiry of the period listed in the Coverage Summary, or
- when the Farm income ceases to be affected as a result of loss or damage.

#### **Standard Weekly Income**

The average weekly amount paid or payable to You for goods sold, services rendered or for rental received or payable in the operation of the Farm (adjusted to reflect the trend in Farm income and any other relevant circumstances) during the lesser of:

- the 52 weeks immediately before the loss or damage occurs, or
- the period the Farm has been in operation.

#### **What We will pay**

If You have chosen the relevant cover, We will pay the amounts set out below:

##### **Cover 1 – Weekly Income**

If You have chosen to insure Weekly Income and the loss or damage affects the Farm income for more than one week each week during the indemnity period We will pay You the Standard Weekly Income, less the actual income You earn that week.

We will also pay the following:

##### **(a) claim preparation costs**

In addition to the sum insured for weekly income, We will pay the greater of \$25,000 or the amount shown in the Coverage Summary for the professional fees and other expenses that You reasonably and necessarily incur with Our consent in the preparation of Your claim under the business interruption section of this policy.

**We will NOT pay under this cover if those expenses are otherwise insured by this Policy.**

##### **(b) Electronic equipment**

Provided that the sum insured for weekly income is not exhausted, We will pay up to 20% of that sum insured for loss of Farm income during the Indemnity Period as a result of loss or damage to electronic equipment for which You are entitled to indemnity under cover 1 in the electronic equipment section.

For the purposes of this clause, the Indemnity Period will start on the date of loss of or damage to the electronic equipment.

##### **Cover 2 – Additional cost of working**

If You have chosen to insure the additional cost of working, We will pay the additional expenditure You reasonably incur to minimise the effect of loss or damage for which You are entitled to indemnity under the Farm Property section or any other policy which provides similar cover on the Farm income during the Indemnity Period.

## Section 14 / Business Interruption

**We will NOT pay any more** than the sum insured for additional cost of working, or additional expenditure which is insured under any other cover option in this section.

We will also pay the following:

**(a) claim preparation costs**

In addition to the sum insured for additional cost of working, We will pay the greater of \$5,000 or the amount shown in the Coverage Summary for the professional fees and other expenses that You reasonably and necessarily incur with Our consent in the preparation of Your claim under the Farm Property and business interruption sections of this Policy.

**We will NOT pay** under this cover if those expenses are otherwise insured by this Policy.

### Cover 3 – Agistment and fodder replacement

If Your pastures are destroyed by fire, lightning or thunderbolt and You are not able to feed Your Livestock and You have chosen to insure agistment and fodder replacement, We will pay You the additional reasonable costs You incur to:

- graze Your Livestock insured under the Livestock section within a 1,000 kilometre radius of Your Farm, or
- purchase additional fodder for the purpose of feeding Your Livestock.

**We will NOT pay:**

- for any costs incurred as a result of any fire which You, any member of Your Family, any of Your employees or any person acting on Your behalf deliberately start, or
- any more than the sum insured for agistment and fodder replacement which is shown in the Coverage Summary.

### Cover 4 – Tax audit expenses

If You have chosen to insure tax audit expenses, We will pay any professional fees which are reasonably and properly charged in connection with an audit of Your Farm affairs which is conducted on behalf of the Australian Tax Office (ATO) or by a Commonwealth, State or Territory department body or agency in relation to income tax, fringe benefits tax, capital gains tax, wholesale and sales tax, payroll tax, goods and services tax or superannuation contributions tax.

**We will NOT pay:**

- (a) any fines, penalties, interest or adjustments to tax payable as a result of the audit
- (b) any more than the sum insured for tax audit expenses which is shown in the Coverage Summary
- (c) for fees for any work performed in connection with preparation of tax returns not previously submitted to the ATO or other authorised department body or agency
- (d) for fees in connection with any audit which You knew was to take place prior to the inception of this cover option
- (e) for fees incurred in connection with any prosecution which arises from the audit
- (f) if the audit relates to a tax return for a financial year that ended more than three years before You received the notice that the audit was to take place
- (g) if You did not receive the first notification of a proposed audit from the ATO or other authorised department body or agency within the Period of Insurance.

When You notify Us of any such circumstances, We will insure You under this Policy for any subsequent audit that relates to the circumstances which have been notified to Us, even if the audit occurs after the expiry of the Period of Insurance.

### Cover 5 – Legal expenses

If You have chosen to insure legal expenses, We will pay the legal costs You incur in the defence of any civil action brought against You in a court of law in Australia.

**We will NOT pay for any legal costs:**

- (a) for any circumstances which occurred before the Period of Insurance
- (b) for any criminal prosecution against You
- (c) if You are found either wholly or partly liable
- (d) incurred without Our written consent
- (e) in respect of any appeal
- (f) which You are entitled to recover from another source.

You must notify Us in writing as soon as reasonably possible after You become aware of any circumstances which may give rise to a claim under this cover option.

When You notify Us of any such circumstances, We will insure You under this Policy for any subsequent legal expenses that relate to the circumstances which have been notified to Us, even if the legal expenses are incurred after the expiry of the Period of Insurance.

### Cover 6 – Wet Sheep Expenses

If You have chosen Cover 6, We will pay the reasonable costs You incur in being unable to shear sheep or goats which:

- have been mustered or yarded for the purpose of being shorn, and
- have been exposed to weather conditions which have resulted in the moisture content of their fleeces prohibiting normal shearing operation in accordance with the appropriate shearing industry award.

**We will pay all reasonable wage costs:**

- payable to persons engaged in hand feeding, care and maintenance of the insured animals
- payable to shed and yard hands, classers, pressers, cooks and ancillary employees temporarily idle while shearing is delayed.

The amount We pay is calculated on the basis of the award rate for each classification of worker. We will pay 90% of the insured loss, but We will not pay more than the sum insured shown in the Coverage Summary.

**We will NOT pay:**

- for the first 24 hours during which shearing operations have been delayed
- for any piece work on a per capita basis
- where there is no written contract between You and the shearing contractor.

### The maximum amount We will pay

Unless We specifically agree to pay an amount in addition to the sum insured, We will not pay more than the sum(s) insured shown in the Coverage Summary for each of the covers that You have chosen.

We will not pay more than \$5,000 in total for claim preparation costs under covers 1 or 2 unless a higher amount is shown in the Coverage Summary.

### Excess

For each claim You make under each of the covers You have chosen to insure You will have to pay an excess. The amount of the excess will be shown on Your Coverage Summary.

### Conditions which apply to this section

#### Assistance

As soon as reasonably practicable after loss or damage occurs which results in a claim under this section You must:

- make available to Us all books and records (*including computer records*) that are reasonably necessary for Us to verify Your claim, and
- provide Us with details of the amount of and method of calculation of Your claim in writing and certified by an Accountant.

# Farm Insurance Policy **Part B**

*When You are not covered /  
Special Clauses / General Conditions*

## Important Information / All Policy Sections

***What You must pay if  
You make a claim – Excess***  
*Most sections require You  
to contribute an amount  
towards Your loss or damage.  
This is known as an excess.*

If an excess applies, it will be described in the section to which it applies and/or listed in the Coverage Summary.

For most sections if more than one excess applies to one claim, You need only pay one excess. It will be the higher of the applicable excesses. The Motor section includes two types of excess.

### **When You are not covered**

**These exclusions apply to all sections of this Policy General exclusions applying to this Policy.**

This Policy does not insure death, injury, illness, loss, damage, cost or expenses of any nature directly or indirectly caused by, resulting from, or in connection with, any of the following regardless of any other contributing cause or event:

- 1. any act of Terrorism.**  
For the purpose of this Exclusion, Terrorism means an act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear; or
- 2. war, invasion, acts of foreign enemies, hostilities or warlike operations** (*whether war be declared or not*), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to any uprising, military or usurped power

This Policy also excludes death, injury, illness, loss, damage, cost or expenses of any nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to, the above Exclusions.

- 3. Liability** directly or indirectly caused by or contributed to by or arising from:
  - (a)** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission; or
  - (b)** nuclear weapons material.  
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.

### **Additional exclusions applying to this Policy**

**This Policy does NOT insure loss or damage caused by:**

- 1. Bushfire/Cyclone**
  - (a)** We will not provide any cover, for a period of 48 hours from the time of the commencement of your insurance, for damages or loss caused by:
    - (i) Bushfire or grassfire; or
    - (ii) A named cyclone
  - (b)** This exclusion does not apply, however, if the insurance commences directly after:
    - (i) Another insurance policy covering the same property expired, without a break in cover;
    - (ii) You have entered into a contract of sale to purchase the property; or
    - (iii) You have entered into a contract to lease the property.
- 2. Costs** – any cost unless it is specifically listed in the Policy
- 3. Damages**  
punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages
- 4. Deliberate acts**  
any claim which arises from any deliberate act committed by You or Your Family by any person acting for You or with Your express or implied consent
- 5. Electronic Data**
  - (a)** the corruption or destruction of data, coding program or software, or
  - (b)** the unavailability of data and/or malfunction of hardware, software and/or embedded chips, or
  - (c)** any business interruption losses resulting therefrom.

Provided that this Exclusion shall not apply where such loss or damage occurs as a direct result of physical damage which is otherwise insured by this Policy.

## Important Information / All Policy Sections

6. **Fines / penalties**  
fines, or penalties, or liquidated damages.
7. **Communicable Disease** – any actual or alleged loss, destruction, damage, liability, cost, expense or any other amounts of whatever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with:
- (a) a **Communicable Disease** or the fear or threat (*whether actual or perceived*) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
  - (b) any **disease** determined to be a 'listed human disease', or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared, under the Biosecurity Act 2015 (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
  - (c) any **disease** determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC);
  - (d) **Highly Pathogenic Avian Influenza (HPAI)** in humans;
  - (e) **Severe Acute Respiratory Syndrome (SARS)**;
  - (f) **rabies**;
  - (g) **cholera**;
  - (h) **smallpox**;
  - (i) any **pandemic, epidemic** or any other outbreak of infectious disease; or
  - (j) any:
    - (i) mutation of; or
    - (ii) fear or threat (*actual or perceived*) of; or
    - (iii) action taken to control or prevent or suppress;
 any of the diseases, conditions or circumstances described in this exclusion.

For the avoidance of doubt "loss, destruction, damage, liability, cost, expense or any other amounts" includes any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

This exclusion does NOT apply to Section 5 Farm Liability but only in respect of legal liability in respect of a Localised Outbreak of any Human Infectious or Contagious Disease.

For the purposes of this exclusion only the following definitions apply: 'Communicable Disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

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

'Human Infectious or Contagious Disease' means:-

- (a) influenza but not Highly Pathogenic Avian Influenza in humans or human influenza with pandemic potential; or
- (b) viral gastroenteritis, norovirus and rotavirus; or
- (c) legionnaires' disease (*legionellosis*).

'Localised Outbreak' means outbreak that is restricted to a particular premises or site and the immediate vicinity of that premises or site.

8. **Trade and Economic Sanctions Clause:**  
Notwithstanding anything agreed to the contrary expressly or implicitly under the terms of this insurance contract, the following covers or activities are excluded under this contract:

**Insurance cover for any other insurance related service for any exposure or business that would:**

- (a) constitute any prohibited, embargoed or otherwise sanctioned transaction under Relevant Sanction Laws, be it for reasons of its geographical location, be it for the involved goods and services or other reasons as defined by the Relevant Sanctions Laws,
- (b) require a payment in connection with any Specifically Designated National Aircraft or Vessel or other person or entity defined as improper beneficiary, insured exposure or business partner under any of the Relevant Sanction Laws (SDN)
- (c) otherwise result in any breach of applicable Relevant Sanction Laws.

**Relevant Sanction Laws under this contract are defined as follows:** Any law, regulation or similar rule relating to trade sanctions and/or embargoes imposed by any authority in/of:

- (i) Australia,
- (ii) New Zealand,
- (iii) countries where any party to this contract is resident, domiciled or otherwise business active,
- (iv) the United States of America,
- (v) the United Kingdom,
- (vi) the United Nations and,
- (vii) the European Community.

9. **Undamaged property**  
replacement of undamaged property

### Special Clauses

Only those clauses that are shown on the Coverage Summary will apply.

### General Conditions

These general conditions apply to all sections of this Policy.

### Care, maintenance, compliance with laws

If You do not take reasonable care to:

- comply with all relevant statutory obligations and by-laws or regulations relating to the safety of person or property
- minimize the cost of any claim under this policy
- prevent damage or injury to others or their property, or
- protect and maintain the property insured,

We will not pay for loss, damage, liability or injury to which this failure to take reasonable care contributes.

### Changing Your Policy

If You want to make a change to this Policy, the change becomes effective when:

- We agree to it, and
- We give You a new Coverage Summary detailing the change.

### Other Interests

You must not transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and We have noted on Your Coverage Summary is bound by the terms of the Policy.



## Important Information / All Policy Sections

### Cancelling Your Policy

#### How You may cancel this Policy:

- You may cancel this Policy or any section of it at any time by telling Us in writing that You want to cancel it.
- Where 'You' involves more than one person, We will only cancel the Policy or any section of it when a written agreement to cancel the Policy or any section of it is received from all persons named as the Insured.

#### How We may cancel this Policy

- We may cancel this Policy or any section of it in any of the circumstances permitted by law by informing You in writing.
- We will give You this notice in person or send it to Your address last known to Us.

### The premium

We will refund to You the proportion of the premium for the remaining Period of insurance.

When the premium is subject to adjustment, even if the Policy is cancelled. You must still supply Us with the information We need to calculate the premium adjustment, and pay the adjusted premium up to the date of cancellation

### Notices

#### Any notice We give You will be in writing, and it will be effective:

- if it is delivered to You personally, or
- if it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as reasonably possible.

### Subrogation

Subject to the Insurance Contracts Act 1984 (the 'Act'), We will be subrogated to all of Your rights of recovery against all persons and organisations. You must execute and deliver instruments and papers and do everything that is reasonably necessary to assist Us in the exercise of those rights.

### Alteration of risk

You must tell Us about any change in the nature of the risk which occurs during the Period of Insurance and which increases Our risk. If You fail to do so, We may cancel this Policy.

### You must tell Us

#### You must tell Us as soon as reasonably possible in writing of:

- every change that comes to Your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy
- 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 excess.

### Mortgagee's rights

We may pay all or part of a claim for loss or damage to Your home or to any mortgagee or creditor who is noted in the Coverage Summary.

We will only do this if We agree to pay the claim on a cash basis (i.e. make a payment in lieu of paying for the cost of repairs).

We will not pay the mortgagee or creditor more than the amount outstanding under Your mortgage or credit arrangement. If this is less than the amount We agreed to pay in settlement of the claim, We will pay You the balance.

Any amount that We pay to a mortgagee or creditor will satisfy Our obligation to You for the amount paid.

### Claims

#### Making a claim

You must follow these procedures if something happens which causes loss or damage or injury which may lead to a claim.

If You do not do so, We may refuse Your claim or reduce the amount We pay You.

#### When loss or damage occurs You must:

- (a) take all reasonable steps to reduce the loss or damage and to prevent further damage. If the claim involves Your Boat You must promptly take all reasonable and responsible precautions to prevent any further loss or damage to Your Boat including electrical equipment and components which have been submerged and in the case of a motor, the flushing out and oiling of the motor and the drying out of its and all other electrical equipment and components
- (b) report to the Police as soon as reasonably possible:
  - full details surrounding the circumstances of any motor vehicle accident
  - if someone has broken into Your premises
  - if someone has caused malicious damage to Your property
  - if You know or suspect that property has been stolen.
- (c) if the loss or damage involves another motor vehicle, obtain the name and address of the other driver and (*if different*) the name of its owner, and the make, type and registration number and details of the insurance on the other vehicle
- (d) not authorise the repair or replacement of anything without Our agreement
- (e) not make any admission of liability, offer, promise or payment in connection with any event
- (f) preserve any damaged property and make it available for inspection by a representative or agent of Ours (*including a loss adjuster*)
- (g) promptly inform Us by telephone, email, facsimile in writing or in person.

#### If You sustain an injury or illness, You must:

- (a) promptly inform Us by telephone, email, facsimile in writing or in person
- (b) submit to reasonable examination by a medical practitioner nominated by Us. In case of death, Your legal representative must permit a post mortem examination of the body to be carried out.

#### To make a claim You will need to:

- fill in Our claim form
- return it to Us within 30 days of the event that gave rise to the claim
- give Us all reasonable information and documentation which We request. We will only request information where relevant to Your claim and will explain why the information is required.

#### If We ask for it, You must provide Us with a statutory declaration of the truth of Your claim and any matters connected with it, and

- send Us any court document or other communication You receive about the claim as soon as reasonably possible. Do not take any action Yourself or ask anyone else to do so on Your behalf.



## Important Information / All Policy Sections

### Proceedings and negotiations

We control all claims that are made against You. You must give Us all reasonable information and assistance We need:

- to settle or defend claims, or
- to recover from others any amount We have paid for a claim.

We will only request information and assistance where relevant to Your claim and will explain why the information and assistance is required.

You must allow Us:

- to make admissions, settle or defend claims on Your behalf, and
- to take legal action in Your name against another person to recover any payment We may make in relation to a claim.

We will do this at Our own expense. You must do everything which We reasonably ask to assist Us. We will only request assistance where relevant to your claim and will explain why the assistance is required. We may take action before We pay Your claim and whether or not You have been fully compensated for Your actual loss

### Discharge of Our liabilities

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

- the limit of liability under the section under which the claim is made, after deducting any amounts already paid, or
- 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 under that other than costs, charges, or expenses that We agreed to pay before We made the payment referred to above.

### Inspection and Salvage

You must give Us access to Your property or make Your property available to Us for inspection if You make a claim.

You must allow Us to take possession of any damaged property and deal with it in a reasonable manner. If We do not take possession of the damaged property, You can not abandon Your responsibilities to Us for the property.

### Excess

You may be requested to pay Your excess when You lodge Your claim form or before Your motor vehicle is released from a repairer. Alternatively We may deduct Your excess from Our payment to You.

If You suffer Damage which leads to a claim under more than one section of this Policy:

- the highest excess is payable, but
- only one excess is payable.

### Automatic reinstatement

After We have admitted liability for loss or damage (other than any loss under Section 1(a) Landlords Residential Protection or for a total loss under the property section or claims in respect of products liability), We automatically reinstate the sum insured to the amount shown in the Coverage Summary at the time of loss provided that You agree to pay the appropriate additional premium if required by us or the cover will be reduced by the amount of the claim settlement.

### Other insurances

When 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

### Contribution

When a loss paid under this Policy is also recoverable under another Policy and We have paid more than Our rateable share, We may seek reimbursement from the other insurer or insurers.

### What We do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If We do this We will do it in Your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements, documents or assistance We reasonably require. This may include giving evidence in any legal proceedings. We will only request information and assistance where relevant to Your claim and will explain why the information is and assistance is required.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Coverage Summary.

We may refuse to pay a claim if You are in breach of any of the conditions of this Policy, including any endorsements noted on or attached to the Coverage Summary.

The course of action we take when you are in breach of any conditions of this policy will be considered in each circumstance based on what impact or effect your failure to comply caused or contributed to the claim or our decision to issue your policy.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy.

### Jurisdiction

This insurance is subject to the laws of the State or Territory in Australia where Your Policy was issued.

**Millennium** Underwriting Agencies Pty Ltd  
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