



## > Farm Pack

Product Disclosure Statement

RAFP0419

## › Thankyou

### **For choosing to insure Your farm with Rural Affinity**

#### **What We would like You to do**

1. Please take the time to read Your PDS and Schedule, making sure that all details are correct.
2. Keep Your PDS and Schedule in a safe place so that You can refer to them easily.
3. If You have any questions about Your insurance cover, You should contact Your insurance adviser.
4. When contacting Rural Affinity, please quote the policy number which is printed on Your Schedule.

Effective April 2019

Rural Affinity Insurance Agency Pty Ltd

ABN 72 119 838 854 AFS Licence No. 302182

Underwritten by certain underwriters at Lloyd's

## › Important information

### The purpose of this Product Disclosure Statement (PDS)

The purpose of this PDS is to help You understand the product and provide You with sufficient information to enable You to compare and make an informed decision about whether to buy this farm pack insurance.

You should read this entire PDS carefully to ensure that this farm pack insurance provides the cover You need. You should keep a copy of this PDS and Your Schedule in a safe place so You can refer to them easily, such as at the time of a claim.

### Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd ("Rural Affinity") ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. In transacting this insurance, Rural Affinity is a Lloyd's coverholder pursuant to a binding authority agreement. The contact details for Rural Affinity are:

Level 6, 7-9 Merriwa Street, Gordon 2072  
PO Box 236, Gordon NSW 2072  
T (02) 9496 9300 | [www.ruralaffinity.com.au](http://www.ruralaffinity.com.au)

### Who is the Insurer?

This insurance is underwritten by certain underwriters at Lloyd's. More information regarding the insurer can be found on our website at <http://ruralaffinity.com.au/about-the-insurer>.

### Change to the policy wording

From time to time and where permitted by law, We may change parts of the policy wording. We will only do so if, from the view of a person deciding whether to buy this insurance, the changes are not materially adverse to You. If We make such changes We may either:

- communicate the changes to You at the earliest opportunity; or
- issue an update on the Rural Affinity's website.

You can also contact Rural Affinity to find out what changes might have occurred and/or to obtain a paper copy of such notices on request.



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## > General information

### Our agreement

When You purchase insurance, You enter into a legal contract in which You commit to meet certain obligations and conditions. We use the information You give Us to decide whether to offer insurance and the premium and terms that may apply.

When You have paid (or agreed to pay) the premium to Us, We will give You the cover described in this PDS (where selected and shown on Your Schedule). Our contract ("policy") consists of:

1. this farm pack PDS You are reading now; and
2. Your Schedule.

### Your duty of disclosure

#### Your duty of disclosure

This policy is subject to the *Insurance Contracts Act 1984* (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). You need to tell Us immediately of any new information or changes to the answers that have been provided to Us and/or the disclosures You have made to Us throughout the Policy Period.

#### What You do not need to tell Us

You do not need to tell Us about any matter:

1. that diminishes Our risk;
2. that is of common knowledge;
3. that We know or should know as an insurer; or
4. that We tell You We do not need to know.

#### Who does the duty apply to?

Everyone who is insured under this policy must comply with the duty.

#### What happens if You or they do not comply with the duty?

If You or they do not comply with this duty, We may cancel the policy or reduce the amount We pay if You make a claim. If the non-disclosure is fraudulent, We may treat the policy as if it never existed and pay nothing.

#### Words with special meanings

In this PDS and Your Schedule there are words which have special meanings. These words appear with a capital first letter. The meaning of these words is shown in the definitions section on page 7 or in the Insured Events section on pages 10-12.



› General information (continued)

**Available covers**

Under this policy, You can apply for the following covers. Only covers where a Sum Insured is shown on Your Schedule will apply. This table is intended as a summary only. For full details of the relevant features, benefits, exclusions, limits, terms and conditions, You must refer to the full policy wording beginning on page 7 of this PDS.

COVER	SUMMARY OF COVER	REFER
<b>1. Domestic Buildings and Domestic Contents</b>	This cover is separated into two parts: Part 1 covers physical loss, damage or destruction to Domestic Buildings and/or Domestic Contents. Part 2 covers Domestic liability.	Page 15
<b>2. Farm Property and Machinery</b>	This covers: 1. farm buildings and their contents; 2. other structures; 3. self propelled agricultural machinery; 4. fencing; 5. death of livestock and working dogs; 6. harvested crops and produce; and 7. farm trees.	Page 27
<b>3. Farm Motor</b>	This covers Your Vehicles and liability arising from the use of Your Vehicles. It is separated into two parts: Part 1 covers physical loss or damage to Your Vehicles. The cover is for either: 1. accidental loss or damage; or 2. Fire and Theft. Part 2 covers legal liability arising from the use of Your Vehicle.	Page 40
<b>4. Farm Liability</b>	This covers amounts for which You are legally liable to pay to third parties for Personal Injury or Property Damage.	Page 49
<b>5. Land Transit</b>	This covers farm produce, Vehicles, machinery, plant and equipment of every description against loss or damage while in Transit by road or rail.	Page 55
<b>6. Farm Theft</b>	This covers farm contents and specified items against physical loss or damage caused by Theft or attempted Theft.	Page 57
<b>7. Machinery Breakdown</b>	This covers Your electrical machinery, mechanical machinery, boilers and pressure vessels against Breakdown.	Page 60

## › General information (continued)

### Key factors influencing the cost of this insurance

The cost of this policy, including government levies and charges (GST, stamp duty and the fire service levy), will be shown on Your Schedule.

The key factors that influence the premium calculations for the various coverage sections are reflected in the questions asked, and information sought, at the time of Your enquiry or application for this insurance.

For property covers, these factors include the Sum Insured, location, construction, condition and age of the property as well as the Excess selected.

For Farm Motor cover, these factors include the make, model and year of the Vehicle being insured as well as its intended use and most common storage location.

For all covers We will also take into account Your previous insurance and claims history.

### Significant risks

#### This product may not meet Your expectations

This product may not match Your expectations (for example, because an exclusion applies). You should read this entire PDS carefully to ensure that it provides the cover You require. Please ask Your insurance adviser if You are unsure about any aspect of this product.

#### Policy limits

Limits apply to some covers under this farm pack. You should read Your policy carefully to ensure that You are aware of what limits may be applicable to You in the event of a claim. All limits are stated exclusive of GST.

#### Excess amount

Your policy does not cover any Excess amount. If You make a claim under Your policy, You will be required to pay the Excess shown on Your Schedule.

Additional Excesses may apply for specific covers. These are detailed in each coverage section.

The amount of the Excess You pay depends upon:

1. the standard or basic Excess amount;
2. any applicable voluntary Excess; and
3. any additional Excess that may apply (such as Age Excess, Tipping Excess, Outside Radius Excess, etc).

Any additional or voluntary Excess is in addition to the standard or basic Excess.

#### Failure to disclose

There are consequences for failure to comply with Your duty of disclosure. Please read the “Your duty of disclosure” section on page 1 for full details.

#### Failure to pay premium

If You do not pay Us the premium due for Your policy within 60 days of acceptance of Your proposal or any subsequent renewal, We may cancel the policy by giving You notice in writing of the cancellation.

#### 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, if You do not comply with Your duty of disclosure, or if You make a fraudulent claim.

› General information (continued)

### Privacy

We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the terms of this Policy. In this privacy section, “We”, “Us” and “Our” means the insurer and Rural Affinity as applicable.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to insurers, reinsurers and service providers and related entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these insurers, reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us with Your personal information, You consent to the disclosure of Your personal information to insurers, reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our privacy policies explain how You may access personal information, how to seek correction of Your personal information, how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access Rural Affinity’s Privacy Policy at [www.ruralaffinity.com.au/privacy](http://www.ruralaffinity.com.au/privacy).

### General Insurance Code of Practice

This policy is Insurance Council of Australia’s General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd’s proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the General insurance industry. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## › General information (continued)

### Dispute resolution

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly. If You have a complaint please first try to resolve it by speaking to the relevant member of Our staff. Our staff member will offer to refer the matter to our Internal Dispute Resolution Officer, or you can Contact Our Internal Disputes Resolution Officer on (02) 9496 9300. We will acknowledge receipt of Your complaint in writing within 2 working days.

If the complaint relates to the insurance cover We will, provided We have sufficient information, complete the review within 15 working days. Where We are unable to do so, We will agree a new timeframe for responding to You. In any case, We will provide You with an update every 10 working days.

If You are not satisfied with the response from Our Internal Disputes Resolution Officer, You can contact Lloyd's Australia to request a review of the complaint.

Contact details for Lloyd's Australia Limited:

Level 9, 1 O'Connell Street, Sydney, NSW, 2000  
(02) 8298 0783 | [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If your dispute is not resolved in a manner satisfactory to you, you may refer the matter to the Australian Financial Complaints Authority (AFCA).

For further details You can visit their website [www.afca.org.au](http://www.afca.org.au) or contact them:

GPO Box 3, Melbourne, VIC, 3001  
1800 931 678 | [info@afca.org.au](mailto:info@afca.org.au)

Further details regarding our complaints process are available on request.

### Service of Suit Clause

In accepting this insurance We agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon Us may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell Street  
Sydney, NSW 2000  
who has authority to accept service and to enter an appearance on Our behalf;

if a suit is instituted against any of Us, We will abide by the final decision of such Court or any competent Appellate Court.

### Several Liability Notice

The obligations of any underwriter at Lloyd's under this insurance are several and not joint and are limited solely to the extent of each underwriters individual subscription. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

### Cooling off period

If You are not completely satisfied with Your insurance, please contact Rural Affinity to discuss Your concerns.

If You decide not to proceed with Your insurance, You may cancel the policy within 21 days. Providing You haven't made a claim under the policy, We will cancel the policy from the beginning and refund all premium You have paid to Us for the policy.

› General information (continued)

## Cancellation

### By You

After the cooling off period, You may cancel the policy or any one or all of the covers by writing to Us. We will refund the premium You have paid Us for the time remaining on the policy, less any non refundable government charges. However, We will not return any premium for fencing, trellising, death of livestock, headers or pickers unless the whole policy is cancelled or the item has been sold.

### By Us

We can cancel the policy subject to the *Insurance Contracts Act 1984* (Cth) if You do any of the following:

1. make a misleading statement to Us when You apply for Your insurance;
2. fail to tell Us anything You should tell Us when You apply for, change or renew Your policy;
3. fail to comply with the conditions of this policy;
4. fail to pay the premium for this insurance;
5. are not fair and open in Your dealings with Us; or
6. make a claim during the Period of Cover which is not true. The claim does not have to be under this policy and can be with Us or another insurance company.

If We cancel the policy We will advise You in writing.

## GST input credits

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

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

## Jurisdiction

Should any dispute arise in relation to Your policy, it will be submitted to the exclusive jurisdiction of the courts in the Australian state or territory where You purchased the product and in accordance with the laws of that Australian state or territory.

## Inspections

We (or Our agents) have the right to inspect and examine, by mutual appointment, any insured property.

## Care and protection

Reasonable care must be taken to prevent injury, loss, damage or destruction at all times.

You must maintain the insured property in proper condition and act according to all statutory obligations and regulations.

## Joint insurance

A claim made by any one of the people or entities named as the insured on Your Schedule is a claim made by all of them.

Any statement, act or omission made by a person or entity named as the insured on Your Schedule is assumed to be made by all of them.

## › Policy Wording – Common Section

### Definitions

In this PDS and Your Schedule there are words which have a special meaning. These words appear with a capital first letter.

#### Air Vessel

Means any vessel, hovercraft, craft or thing designed to transport people or property in or through air or space.

#### Breakdown

Means sudden and unforeseen physical damage requiring immediate repair or replacement to enable normal operation to continue. It also covers the explosion or collapse of a boiler, economiser or pressure vessel.

#### Domestic Buildings

Refer to the definition on page 15

#### Domestic Contents

Refer to the definition on page 16

#### Excess

Means the amount which You must contribute towards a claim for each separate Occurrence.

If there is more than one Excess for any claim or series of claims resulting from the one Occurrence, then You will only need to pay the highest applicable Excess per Occurrence.

The amount of the Excess You pay for any one Occurrence depends upon:

1. the standard or basic Excess amount;
2. any applicable voluntary Excess; and
3. any additional Excess that may apply (such as Age Excess, Tipping Excess, Outside radius Excess, or any other additional Excess specified).

#### Family

Means Your spouse (legal or de facto), You and Your spouse's parents and unmarried children who normally live at the Situation.

#### Farm Contracting

Means farm contracting services provided to others by You that are incidental to and are generally consistent with the Farming Business described in Your Schedule.

#### Farming Business

Means the farming activities shown on Your Schedule and carried on by You at the Situation. It includes attendance at markets, field days, agricultural shows and the like for the sole purpose of representing Your farming business.

#### Flood

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

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

#### Insured Event

Means an insured event as defined on pages 10-12 of this PDS.

› Policy Wording – Common Section (continued)

**Internet Operations**

Means the:

1. transfer of computer data or programs by use of electronic mail systems by You or Your employees;
2. accessing the internet or intranet;
3. the operation and maintenance of Your web site.

**Machinery**

Means electrical machinery or equipment, mechanical machinery, boilers and pressure vessels which are listed on Your Schedule.

**Model Aircraft**

Means a small-sized, radio controlled, unmanned aircraft flown solely for sport and recreation.

**Occurrence (Occurred/s)**

Means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage which You neither expect nor intend to happen and which commences during the Period of Cover.

**Period of Cover**

Means the time You are insured under the policy. The time starts at 4.00pm AEST on the “From” date and ends at 4.00pm AEST on the “To” date shown on Your Schedule.

**Personal Injury**

Means:

1. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
2. false arrest, wrongful detention, false imprisonment or malicious prosecution;
3. wrongful entry or eviction or other invasion of privacy;
4. defamation; or
5. assault and battery which is not committed by You or at Your direction unless it Occurs to prevent or eliminate danger to any person or property, provided such action is reasonable under the circumstances and does not constitute a criminal act.

**Products**

Means anything, including any packaging or container (after it ceases to be in Your possession or control), manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You.

**Property Damage**

Means:

1. physical damage to or destruction of tangible property including its loss of use following the damage or destruction; or
2. loss of use of tangible property which has not been physically damaged or destroyed.

**Schedule**

Means the most current schedule issued by Us which contains the details of the insurance contract specific to You.

**Situation**

Means the location listed on Your Schedule.

## › Policy Wording – Common Section (continued)

### **Sum Insured**

Means the total amount of insurance You have selected for a cover as shown on Your Schedule or in this PDS, not including GST. Where applicable, GST will be paid in addition to the Sum Insured.

### **Terrorism**

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

### **Transit**

Means being transported in or on a Vehicle or train from one place to another and includes loading and unloading of the Vehicle or train.

### **Unmanned Aerial Vehicle (UAV)**

Means a remotely piloted aircraft, also known as a drone, generally fitted with a camera, and not used for:

1. payment or reward; or
2. in any consulting activities; or
3. surveillance or investigation activity for a third party.

### **Vehicle**

Means any type of machine on wheels or on self laid tracks made or intended to be propelled other than by manual or animal power. The Vehicle includes:

1. standard tools and factory fitted genuine accessories; and
2. the lesser of \$5,000 or 25% of the Vehicle's market value at the time of loss for non-standard fitted accessories, including fitted equipment belonging to Your employees; and
3. any additional fitted equipment noted on Your Schedule.

The Vehicle does not include any mobile phone or electronic device which can be removed and operated away from Your Vehicle.

### **You/Your/Yourself**

Means the person(s) or entity named on Your Schedule as the insured. The following people are also insured, providing they normally live at the Situation:

1. the person's spouse (legal or de facto);
2. the person's children;
3. the person's spouse's (legal or de facto) unmarried children;
4. the person's parents; and
5. the person's spouse's (legal or de facto) parents.

### **We/Us/Our**

Means Rural Affinity acting as a Lloyd's coverholder pursuant to a binding authority agreement.



› Policy Wording – Common Section (continued)

**Cover specific definitions**

In addition, further definitions specific to particular covers are included within each cover.

**The following Insured Event definitions also apply throughout this PDS.**

**Insured Events**

Under the various covers in this farm pack insurance, cover is provided for physical loss, damage or destruction caused by an Insured Event. Each coverage section shows which Insured Events are covered.

The following table shows what is covered and not covered under each of the Insured Events.

INSURED EVENT	WHAT IS COVERED	WHAT IS NOT COVERED
<b>Aircraft</b>	Covers damage to the insured property caused by any Air Vessel, Model Aircraft, UAV or other aerial devices or articles dropped from them.	Damage caused by chemicals which are dropped from an Air Vessel, Model Aircraft, UAV or other aerial device.
<b>Collision or Overturning</b>	Covers <ol style="list-style-type: none"> <li>1. collision or overturning of the carrying Vehicle; or</li> <li>2. collision of the property insured (while on the carrying Vehicle) with any object not on or part of the carrying Vehicle.</li> </ol>	Loss or damage which is directly or indirectly caused by the carrying Vehicle being: <ol style="list-style-type: none"> <li>1. used to carry a load greater than for what it was designed;</li> <li>2. driven in an unsafe or unroadworthy condition;</li> <li>3. driven for any unlawful purpose;</li> <li>4. driven by a person who is unlicensed or inadequately licensed;</li> <li>5. driven by a person who is unfit due to the influence of alcohol or any drug;</li> <li>6. driven by a person with an illegal amount of alcohol or any drug in their blood; or</li> <li>7. driven by a person who refuses to be legally tested for alcohol or any drug.</li> </ol>
<b>Earthquake</b>	Covers damage to the insured property caused by: <ol style="list-style-type: none"> <li>1. earthquake;</li> <li>2. subterranean fire;</li> <li>3. volcanic eruption; or</li> <li>4. Fire which happens as a result of an earthquake, subterranean fire or volcanic eruption.</li> </ol> All earthquake damage occurring within a 72 hour period will be regarded as one Occurrence.	Damage caused by or resulting from a tsunami or tidal wave.

➤ Policy Wording – Common Section (continued)

INSURED EVENT	WHAT IS COVERED	WHAT IS NOT COVERED
<b>Explosion</b>	Covers damage to the insured property caused by explosion.	Damage caused by the explosion of: <ol style="list-style-type: none"> <li>1. boilers and their contents (this does not apply to boilers which are used for domestic purposes);</li> <li>2. economisers and their contents; or</li> <li>3. vessels under pressure and their contents.</li> </ol>
<b>Fire/lightning</b>	Covers damage to the insured property caused by: <ol style="list-style-type: none"> <li>1. fire; or</li> <li>2. lightning or thunder.</li> </ol>	Damage to: <ol style="list-style-type: none"> <li>1. property which was the result of any process involving the application of heat; or</li> <li>2. any electrical appliance or device (including wiring) caused by artificially generated electric current.</li> </ol> If it results in a fire, We will only cover the damage which was caused directly by the fire.
<b>Impact</b>	Covers impact damage to the insured property caused by: <ol style="list-style-type: none"> <li>1. Vehicles at the Situation;</li> <li>2. animals;</li> <li>3. aerials, masts or satellite dishes; or</li> <li>4. falling trees or branches, including the reasonable cost to remove and dispose of the tree or branch which caused the damage.</li> </ol>	Damage or destruction caused by the felling or lopping of trees either by You or by someone with Your permission; Death or injury to livestock caused by livestock or other animals; Damage caused by animals (e.g. scratching, fouling, pecking or gnawing).
<b>Leakage of liquids</b>	Covers damage to the insured property caused by the discharge or leakage of water or liquids from any: <ol style="list-style-type: none"> <li>1. pipe;</li> <li>2. tank;</li> <li>3. storage system installed in or on a building or any adjoining building; or</li> <li>4. water mains outside the building.</li> </ol> In the event of a claim, We will also pay the reasonable cost of locating the source of the escaping liquid if it is not known.	The cost to repair or replace the defective part(s) of any tank, pipe or storage system which caused the damage.
<b>Malicious Act(s)</b>	Covers malicious damage to the insured property.	Damage caused by Your Family, employees, tenants or their invitees.

› Policy Wording – Common Section (continued)

INSURED EVENT	WHAT IS COVERED	WHAT IS NOT COVERED
<b>Theft</b>	Theft resulting in the physical loss of insured property by a person acting without Your permission or consent.	Loss that is in any way contributed to by dishonest acts by You, Your directors, partners, employees or any member of Your Family.
<b>Wind and water</b>	Covers damage to the insured property caused by: <ol style="list-style-type: none"> <li>1. Wind;</li> <li>2. water;</li> <li>3. snow;</li> <li>4. sleet; or</li> <li>5. hail.</li> </ol>	Damage caused directly or indirectly to: <ol style="list-style-type: none"> <li>1. gates, fences, retaining walls, textile awnings, including shade cloth, hail net, plastic covered structures or blinds;</li> <li>2. Domestic Buildings or Farm Buildings (or their Domestic Contents or Farm Contents) which are under construction or re-construction unless they are enclosed and under a roof with all outside doors and windows permanently in place. This exclusion will only apply if the damage occurred as a direct result of construction or re-construction;</li> <li>3. Farm Contents while not contained in a soundly constructed building or Other Structure unless designed to operate in the open air;</li> <li>4. Hay &amp; Grain whilst not contained in a soundly constructed fully enclosed building or sealed fixed or movable silo (not including field bin, chaser bin, bunker or pit); or</li> </ol> Damage caused directly or indirectly by: <ol style="list-style-type: none"> <li>1. Flood;</li> <li>2. water entering into premises as a result of structural defects, faulty design or faulty workmanship;</li> <li>3. water percolating from outside the premises;</li> <li>4. steam, condensation or oxidisation;</li> <li>5. erosion, subsidence, landslide, mudslide or any other earth movement unless the loss, damage or destruction happens within 72 hours of an Occurrence; or</li> <li>6. storm surge (the rise and fall of the sea over a short period of time due to a cyclone).</li> </ol>

## › Policy Wording – Common Section (continued)

### General exclusions

This policy does not cover any loss, damage, destruction or liability caused by, or arising directly or indirectly from:

1. any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillaging following any of these or the expropriation of property;
2. any act of Terrorism, including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism and including any costs or expenses arising directly or indirectly from any act of Terrorism;
3. any consequence of ionising radiation or radioactive contaminations from any nuclear fuel or waste which results from the burning or fission of nuclear fuel. The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it. Nuclear weapons material, nuclear pollution or contamination. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
4. Personal Injury or Property Damage arising directly or indirectly out of Your Internet Operations;
5. Insured Events which Occurred before the commencement of Period of Cover;
6. a deliberate act carried out by You or by any person acting with Your permission, except when it is to avoid or reduce loss, damage or destruction that would otherwise happen; or
7. lawful seizure, confiscation or requisition by an order of any government, public or local authority. However, We will pay for damage that Occurs as a result of the order if it prevents or attempts to prevent a loss that would be covered under this policy;
8. claims for losses for which insurance is prohibited by law;
9. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto; or
10. Claims relating to Your breach of any laws, regulations or acts relating to privacy.

### Sanctions Limitation and Exclusion Clause

We will not pay any claim or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

See also 'What is not covered' under each of the Insured Events in the Common Section on pages 10-12.

In addition, further exclusions specific to particular covers are included within each coverage section.

### Reinstatement of Sum Insured for Domestic Buildings and Domestic Contents, Farm Property and Machinery, Land Transit, Farm Theft and Machinery Breakdown

Unless specified otherwise in the relevant section, where we have paid a claim under the Domestic Buildings and Domestic Contents, Farm Property and Machinery, Land Transit, Farm Theft or Machinery Breakdown sections, the amount by which the Sum Insured has been reduced as a consequence of the claim will be automatically reinstated from the date of the loss, damage or liability unless:

1. You fail to pay any additional premium which We require;
2. the Period of Cover during which the claim Occurred has ended;
3. the policy has been cancelled; or
4. You have advised in writing that the reinstatement is not required or We have advised in writing that the reinstatement will not be provided.

Notwithstanding the above, the amount We will pay in respect of any one claim will not exceed the Sum Insured plus any applicable Additional benefit. The amount We will pay under any section, including reinstatements for Additional benefits where the limit is provided in addition to the Sum Insured, will not exceed twice the Sum Insured during any one Period of Cover.

Reinstatement will not apply in the event of a total loss. Cover for any item(s) declared a total loss will automatically be cancelled.

› Policy Wording – Common Section (continued)

**General claim conditions**

The following claim conditions apply to all covers in this policy. If You do not follow these conditions, We may reduce any claim by an amount that fairly represents the extent to which Our interests have been disadvantaged.

**In the event of a claim**

As soon as You become aware of any loss, damage, destruction or liability that may result in a claim under this policy:

**You must:**

1. contact Us as soon as possible, telling Us the time and nature of the loss, damage, destruction or liability;
2. complete a claim notification form and give it to Us promptly;
3. give Us and Our agents free access to examine and assess any loss, damage, destruction or liability;
4. keep any property which has been damaged until We have had an opportunity to inspect it;
5. provide Us with any information We request (in Our absolute discretion) to support Your claim;
6. take all reasonable steps to reduce the loss, damage, destruction or liability;
7. give Us and Our representatives free access to assess any claim. At Our request, You must provide any information required to determine the size of the loss, damage or destruction;
8. report to the police if You suspect burglary, Theft, arson or Malicious Acts. You must do this as soon as reasonably possible;
9. try to get the details of any other person or property involved and details of any witness;
10. tell Us the identity of anyone who has an interest in the property; and
11. tell Us about any other insurance which covers part or all of the property.

**You must not:**

1. carry out any repairs (other than to reduce any loss) without Our permission;
2. admit responsibility for any loss, damage, destruction or liability;
3. make any false statements in connection with Your policy or any claim You make; or
4. do or say anything which may disadvantage Our ability to defend any claim made against You or recover from the person responsible.

**After Your claim is accepted**

If You have made a claim under any of the covers in Your policy, We have the sole right to act in Your name and on Your behalf to negotiate, defend or settle any claim. If We do this, it will be at Our expense.

You must provide Us with full co-operation to pursue these claims.

**After Your claim is paid**

After We have paid a claim under this policy, We have the right to take over any legal right of recovery which You have. If We do this, it will be for Our benefit and at Our expense (providing You have been fully reimbursed). You must not do anything that prevents Us from doing this and You must give Us any information or assistance We require.

At Our discretion, We have the right to any salvage. If We do not exercise Our right, We will not have any obligation to remove the salvage.

If You receive any payment from a third party in respect of the claim after We have paid a claim, You must reimburse Us for that payment. You must do this as soon as the payment is made.

**Other insurance**

If You make a claim under this policy which may be covered in whole or in part by any other insurance, You must provide Us with full details of the other insurance at the time of making a claim.

## ➤ 1. Domestic Buildings and Domestic Contents

This cover is separated into two parts.

Part 1 covers Domestic Buildings and Domestic Contents

Part 2 covers Domestic liability

### Part 1 – Domestic Buildings and Domestic Contents

#### Specific definitions

In this section there are words that have a special meaning which appear with a capital letter.

#### Domestic Buildings

Domestic Buildings means domestic buildings shown on Your Schedule including:

1. all fixtures permanently attached to the domestic building including garages, carports and patios;
2. domestic outbuildings used solely for domestic purposes and located within 100 metres of the insured domestic building;
3. swimming pools, saunas and spas that are permanently installed;
4. tennis courts, sealed driveways or paths (e.g. concrete, paved or bitumen), retaining walls, gates and up to 500 metres of fencing or garden trellising in the immediate vicinity of Your domestic building;
5. pipes, wires, power poles, solar panels and wind turbines (including their accessories such as storage batteries and inverter) and meters, including underground services up to a depth of 1.5 metres; and
6. water tanks and water pumps permanently connected to the domestic building and primarily used for domestic purposes.

Domestic Buildings does not include:

1. carpets, internal blinds or curtains;
2. trees, hedges, shrubs, plants, lawns or earth (note: limited cover is provided under the additional benefit for Trees and plants);
3. gravel, earth or non-sealed driveways or paths;
4. a temporary or mobile structure (unless specifically noted);
5. a caravan;
6. any Vehicle, watercraft or Air Vessel;
7. a private wharf, jetty or pontoon (unless specifically noted);
8. any structure used primarily for business use, with or without the provision for accommodation;
9. any buildings or infrastructure you are not responsible for;
10. pipes, wires, power poles, solar panels and wind turbines (including their accessories such as batteries or inverter) or meters not permanently connected to the domestic building or which are not used primarily for the purpose of the supply of water, drainage, sewerage, communication and power to the domestic building;
11. solar panels and wind turbines (including their accessories such as batteries and inverter) not used primarily for domestic purposes;
12. underground services beyond a depth of 1.5 metres;
13. water tanks and water pumps not permanently connected to the domestic building and primarily used for domestic purposes; or
14. Domestic Contents, Farm Buildings, Other Structure, Shelters as defined under Section 2 Farm Property and Machinery.

› 1. Domestic Buildings and Domestic Contents (continued)

**Domestic Contents**

Domestic Contents means domestic contents shown on Your Schedule including:

1. furniture and furnishings;
2. home and garden appliances;
3. personal effects and clothing;
4. all carpets and loose floor coverings;
5. internal blinds and curtains;
6. sporting equipment, Model Aircraft, UAVs and toys but not whilst in use;
7. unregistered motor cycles up to 250cc;
8. swimming pools or spas, both designed for above ground use and not where they are a permanent structural improvement;
9. fixtures and domestic structural improvements contained in a strata complex for which the body corporate is not responsible; and
10. watercraft with a market value less than \$10,000 or that are less than four metres in length or less than 10hp.

Domestic Contents does not include:

1. birds, animals and fish;
2. trees, hedges, shrubs and plants;
3. stock or plant used for business purposes;
4. Vehicles, motor cycles exceeding 250cc engine capacity, caravans, trailers, Air Vessels, aerial devices and spare parts, accessories or equipment belonging to them  
(note: limited cover is provided under the additional benefit for Vehicle accessories);
5. watercraft with a market value more than \$10,000, more than four metres in length or greater than 10hp;
6. jet skis or other watercraft that require registration under state or territory legislation;
7. ride on mowers with a new replacement value more than \$8,000;
8. solar panels, wind turbines (including their accessories such as batteries and inverter) unless specifically insured;
9. spoiled food, except as provided under the Additional benefit - Spoilage of refrigerated and frozen food; or
10. Domestic Buildings and Farm Contents, Harvested Crop or Produce and General Property as defined under Section 2 Farm Property and Machinery.

Unless shown separately on Your Schedule, for Domestic Contents, we will not pay more than \$20,000 for any item, pair, set, collection or system unless the item is listed separately on Your Schedule. For some items, lower limits apply. These are shown below:

1. \$1,500 in total per Occurrence for money, bullion or negotiable securities of any kind;
2. \$5,000 per item or collection for sporting equipment, bicycles, surf boards, racquets, gym equipment, golf clubs, scuba equipment and the like;
3. \$10,000 per item or collection and \$20,000 per Occurrence for jewellery, art, watches, gold, silver or other precious metals or stones, stamp, coin, note or medal collections or firearms;
4. \$5,000 per claim for loss or damage to items by Wind and water, Theft or Malicious Act(s) which Occurs while the item is not contained in a building which is fully enclosed by walls and a roof; or
5. \$2,000 per item for Model Aircraft or UAVs, including their accessories.

**Specified Domestic Contents**

Specified Domestic Contents are items listed separately on Your Schedule which remain at Your Situation. These items are of a higher value than the defined limited for Domestic Contents and/or are of a unique nature (e.g. artwork, special collections). The amount for Specified Domestic Contents is included in, not in addition to, the Sum Insured for Domestic Contents.

## ➤ 1. Domestic Buildings and Domestic Contents (continued)

### Specified Valuables

Specified Valuables are items listed separately on Your Schedule which may be taken away from the Situation. These personal items are of a higher value than the defined limits for Domestic Contents (e.g. jewellery).

Where an item is insured as Specified Valuables on Your Schedule, the most We will pay for that item is the Sum Insured for that item shown on Your Schedule. The Sum Insured for Specified Valuables is in addition to the Sum Insured for Domestic Contents.

### The cover

We will cover Domestic Buildings and Domestic Contents which are listed on Your Schedule against physical loss, damage or destruction which occurs at the Situation.

All claims will be settled in accordance with the basis of settlement.

The insured property must belong to You or be in Your physical and legal control.

### Occupied Domestic Buildings

For Domestic Buildings which are occupied, this policy covers Domestic Buildings and Domestic Contents against physical loss, damage or destruction caused by accidental damage or theft.

### Unoccupied Domestic Buildings

For Domestic Buildings which are not occupied (i.e. not resided in overnight) for a period of 90 consecutive days or longer, cover for Domestic Buildings and Domestic Contents is limited to the following Insured Events:

1. Aircraft;
2. Earthquake;
3. Fire/Lightning;
4. Impact; or
5. Wind and water.

The cover provided by each of the Insured Events is explained in the Common Section on pages 10-12.

### Additional benefits when Domestic Buildings are insured

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

#### Alternative accommodation

If We accept a claim for Your Domestic Building and We agree that You or Your tenant cannot safely reside in the Domestic Building, We will pay:

1. a. the reasonable costs incurred to remove and store Your Domestic Contents while Your Domestic Building is being repaired or rebuilt; and  
b. the costs incurred of similar alternative accommodation for You and Your Family if You were residing in the Domestic Building prior to the damage; or
2. the actual rent You lose, if the Domestic Building was tenanted prior to the damage.

We will pay this for up to 12 months, or until the Domestic Building which was damaged or destroyed has been repaired or rebuilt, whichever happens first.

All payments under this additional benefit are in addition to the Sum Insured for the Domestic Building. The most We will pay under this additional benefit is \$20,000 or 20% of the Domestic Building Sum Insured, whichever is the lesser.



› 1. Domestic Buildings and Domestic Contents (continued)

**Construction materials**

We will pay for loss, damage or destruction of materials stored at the Situation for the purpose of construction, reconstruction, alteration, renovation or repair of any existing or new Domestic Building at the Situation.

The most We will pay under this additional benefit is \$10,000.

**Denial of access**

If a Domestic Building which is Your current residence can not be lived in because a government authority denies You access, We will pay the additional reasonable cost of similar alternative accommodation for a period of up to 60 days.

We will not cover denial of access due to the cancellation of a lease or agreement.

**Electric motor burn out – Domestic Buildings**

We will pay the cost of repairing or replacing any domestic electric motor that forms part of Your Domestic Building and has fused due to the actual burning out of the wiring of the motor by an electric current. We do not cover:

1. motors that are more than 15 years old based on the date of manufacture;
2. any motor under any form of warranty, guarantee or maintenance, service or leasing agreement; or
3. fuses, switches, electrical contacts or protective devices.

All payments under this additional benefit are in addition to the Sum Insured for the Domestic Building.

You must pay the Excess shown on Your Schedule for this section.

**Extra cost of reinstatement**

Where We agree to pay a claim under this cover, We will also pay for the extra cost of reinstatement necessarily incurred by You to comply with the requirements of any Act of Parliament or regulation made under any by-law or regulation of any municipal or other statutory authority and not otherwise recoverable under the terms and conditions of the policy.

This cover is in addition to the Domestic Building Sum Insured and is limited to 10% of the Sum Insured for the damaged Domestic Building.

We will not cover any additional cost incurred in complying with any Act, regulation, by-law or requirement which You had been required to comply with prior to the happening of the damage.

**Landlords fixtures and fittings**

For Domestic Buildings which are leased to tenants or occupied by Your employees, We will consider landlord's fixtures, fittings and fixed carpets as being part of the Domestic Building. The most We will pay for these items is \$20,000 during any one Period of Cover, provided the Sum Insured for Your Domestic Building is not otherwise exhausted.

**Mortgage discharge**

We will pay Your legal costs incurred to discharge Your mortgage if Your claim is for a total loss of Your Domestic Building.

All payments under this additional benefit are in addition to the Sum Insured for the Domestic Building.

**Professional fees**

Where We agree to pay a claim under this cover We will also pay the fees of architects, surveyors and engineers if they are reasonably incurred during the repair or reinstatement of the insured Domestic Building.

This cover is in addition to the Sum Insured and is limited to 10% of the Sum Insured for the Domestic Building.

## ➤ 1. Domestic Buildings and Domestic Contents (continued)

### Removal of debris

Where We agree to pay a claim under this policy, We will also pay the reasonable costs incurred to remove and dispose of debris.

This cover is in addition to the Sum Insured and is limited to 20% of the Sum Insured for the Domestic Building.

### Replacement of keys and locks

If a key to an external door or window of Your Domestic Building is stolen from the Situation, We will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of a similar make or model.

This cover is in addition to the Sum Insured.

### Statutory costs

Where We have paid a claim under this cover We will also pay the costs incurred necessary to meet the requirements of any statutory authority for the rebuilding or repair of the Domestic Building.

We will not pay for any costs which resulted from any notice which a statutory authority served on You before the loss, damage or destruction Occurred.

This cover is in addition to the Sum Insured and is limited to \$10,000 during any one Period of Cover.

### Trees and plants

We will pay the costs incurred to replace any trees or plants that are:

1. burnt;
2. stolen;
3. maliciously damaged; or
4. damaged by a Vehicle not driven by You.

We will not cover loss or damage to a lawn.

The most We will pay under this additional benefit is \$5,000, providing the Sum Insured for Your Domestic Building is not otherwise exhausted. The additional benefit amount is included in, not in addition to, the Sum Insured.

### Additional benefits when Domestic Contents are insured

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

#### Children attending boarding school, college or university

We will cover Your children's Domestic Contents at their permanent place of residence while they are attending boarding school, college or university on a full time basis.

Where Your children's Domestic Contents are away from the boarding school, college or university they are attending, cover will be provided in accordance with additional benefit Domestic Contents away from the Situation.

Cover is only provided if the child is under 25 years of age.

The most We will pay for this additional benefit is \$5,000 per item or \$20,000 per Occurrence, provided the Sum Insured for Your Domestic Contents is not otherwise exhausted.

## › 1. Domestic Buildings and Domestic Contents (continued)

### Domestic Contents away from the Situation

We will pay for loss, damage or destruction to Your Domestic Contents while they are away from the Situation anywhere in the world.

No cover is provided for:

1. items which have been away from the Situation for more than 90 consecutive days, except for sporting equipment stored at a sporting club or items stored in a bank safe deposit box;
2. items which have been removed permanently from the Situation;
3. money, bullion or negotiable securities of any kind;
4. motorcycles;
5. accessories or spare parts for motor vehicles, motorcycles, caravans, trailers, watercraft or motorised golf carts;
6. ride on mowers with a new replacement value at more than \$8,000; or
7. sporting equipment, Model Aircraft, UAVs and toys while in use.

Unless the item is insured as Specified Valuables on Your Schedule, the most We will pay for this additional benefit is \$10,000 per item or \$20,000 per Occurrence, provided the Sum Insured for Your Domestic Contents is not otherwise exhausted.

For items not contained in a building which is fully enclosed by walls and a roof, We will not pay more than \$5,000 for loss or damage caused by Wind and water, Theft or Malicious Act(s).

The amount for Domestic Contents away from the Situation is included in, not in addition to, the Sum Insured for Domestic Contents.

### Counselling

If You or a member of Your Family residing at the Situation requires counselling as a direct result of a Fire or Theft at the Situation which happens during the Period of Cover, We will pay the costs reasonably incurred by You for counselling.

This cover is in addition to the Sum Insured and is limited to \$1,000 during any one Period of Cover.

### Credit cards

If Your credit or debit card is lost or stolen and used fraudulently by an unauthorised person who is not part of Your Family, We will compensate You for any unauthorised charges in excess of compensation available from the card organisation or provider.

However, We will only pay Your claim if:

1. You have advised the card organisation or provider in accordance with their requirements and in any event no later than within 24 hours of the discovery of the loss;
2. You have not been in breach of the terms and conditions of the card organisation;
3. Your loss cannot be recovered from any other source.

All payments under this additional benefit are in addition to the Sum Insured for the Domestic Contents. The most We will pay for this additional benefit is \$5,000 during any one Period of Cover.

### Electric motor burn out – Domestic Contents

We will pay the cost of repairing or replacing any domestic electric motor that forms part of Your Domestic Contents and has fused due to the actual burning out of the wiring of the motor by an electric current. We will not cover:

1. motors that are more than 15 years old based on the date of manufacture;
2. any motor under any form of warranty, guarantee or maintenance, service or leasing agreement; or
3. fuses, switches, electrical contacts or protective devices.

All payments under this additional benefit are in addition to the Sum Insured for the Domestic Contents. You must pay the Excess shown on Your Schedule for this section.

## › 1. Domestic Buildings and Domestic Contents (continued)

### **Moving Your Domestic Contents**

If You relocate Your place of residence, We will cover Your Domestic Contents while in Transit to the new location against damage or destruction caused by Fire or due to the Collision or Overturning of the carrying Vehicle.

We will also cover Your Domestic Contents at Your new location or while in temporary storage until the end of the Period of Cover. The cover and Sum Insured will be the same as if Your Domestic Contents had remained at the Situation.

### **Other people's property**

If guests or visitors to the Situation bring their Domestic Contents with them, We will consider those Domestic Contents as belonging to You.

No cover is provided for money, bullion or negotiable securities.

The most We will pay for this additional benefit is \$5,000, provided the Sum Insured for Your Domestic Contents is not otherwise exhausted.

### **Office equipment**

We will pay for loss, damage or destruction to office equipment used in conjunction with Your Farming Business or to produce other income.

The most We will pay for this additional benefit is \$20,000, providing the Sum Insured for Your Domestic Contents is not otherwise exhausted.

### **Spoilage of refrigerated and frozen food**

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

1. motor burn out of the refrigerator or freezer; or
2. failure of the power supply to the Domestic Building.

We will not pay for loss or damage to food contained in a refrigerator or freezer if:

1. the failure was due to a deliberate act of any public electricity authority; or
2. in respect of motor burn out, if the refrigerator or freezer was more than 15 years old, based on the date of manufacture.

### **Vehicle accessories**

We will pay for loss, damage or destruction to accessories and spare parts for Vehicles which are stored at the Situation.

No cover is provided if the accessories or spare parts are in or on a Vehicle.

The most We will pay for this additional benefit is \$2,000 during any one Period of Cover, provided the Sum Insured for Your Domestic Contents is not otherwise exhausted.

› 1. Domestic Buildings and Domestic Contents (continued)

**Optional benefit when Domestic Buildings and Domestic Contents are insured**

This optional benefit only applies if both Your Domestic Buildings and Domestic Contents are insured under this policy and Your Schedule shows that cover is provided for Flood.

**The cover – Flood**

This optional benefit covers Your Domestic Buildings and Domestic Contents against loss, damage or destruction caused by Flood.

The most We will pay under this optional benefit is \$20,000 during any one Period of Cover, provided the Sum Insured for Your Domestic Buildings and Domestic Contents is not otherwise exhausted. The optional benefit amount is included in, not in addition to, the Sum Insured for Domestic Buildings and Domestic Contents.

**Specific exclusions applicable to Domestic Buildings and Domestic Contents**

The Domestic Buildings and Domestic Contents cover does not cover any loss, damage or destruction caused by:

1. Flood unless Your Schedule shows that cover for Flood has been selected by You;
2. normal maintenance, wear and tear, fading, scratching or denting, gradual deterioration, rust, or corrosion;
3. mildew, mould, condensation, wet or dry rot;
4. error or omission in design, faulty workmanship, materials or design, inherent defects;
5. vermin, birds or insects;
6. domestic animals owned by You or for which You are legally responsible;
7. mechanical or electrical breakdown other than the additional benefits for electric motor burn out;
8. electrical power fluctuations unless the fluctuation is caused by lightning where lightning can clearly be seen as the cause of the damage and You can provide evidence of this;
9. cleaning, dyeing, repairing or restoring;
10. Theft, vandalism or Malicious Acts by any person residing at the Situation, (including Your Family, tenants and employees) or people they invite to the Situation;
11. tree lopping or felling by You or by anybody else acting with Your permission; or
12. water damage where water has entered Your Domestic Building through an opening created for alterations, renovations or repairs;
13. subsidence, settlement, shrinkage, vibration or expansion in Your Domestic Buildings, foundations, walls or pavements;
14. the removal or weakening of or interference of/to supports or foundations for the purpose of alterations, extensions, renovations or repairs;
15. the gradual escape of water over a period of time where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid; or
16. erosion, landslide or earth movement other than as a direct results of storm, earthquake, explosion or escaping of liquid and occurring no more than 72 hours after the event.

You are not covered for loss, damage or destruction to:

1. items which are used by You for any business, trade, occupation or for earning any income while away from the Situation; or
2. sport or recreation equipment, Model Aircraft, UAVs or toys while being used for the purpose that it was intended.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

## ➤ 1. Domestic Buildings and Domestic Contents (continued)

### Basis of Settlement

#### Domestic Buildings

Your policy Schedule indicates whether cover is provided for:

1. indemnity; or
2. replacement.

#### Indemnity

If Your Schedule indicates that cover is for indemnity, We will at Our discretion:

1. pay You the current market value of the insured property at the time of the loss, damage or destruction or the Sum Insured shown on Your Schedule for the insured property, whichever is the lesser; or
2. rebuild, replace or repair the insured property subject to allowance for fair wear, tear, depreciation and improvement; or
3. repair damaged parts of the insured property subject to an allowance for wear, tear, depreciation and improvement.

If We have decided to repair or rebuild Your insured property and You do not wish to repair or rebuild Your insured property, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

#### Replacement

If Your Schedule indicates that cover is for replacement, We will at Our discretion:

1. rebuild, replace or repair Your insured property; or
2. pay You the reasonable cost You would incur to rebuild, replace or repair the damaged parts of the insured property, or
3. pay You the Sum Insured shown on Your Schedule for the insured property item.

If the original materials used to build Your Domestic Buildings are not readily available, We will rebuild or repair the Domestic Building using materials which We believe are similar in type and quality.

We will only pay to rebuild or repair that part of the insured property which was actually damaged. We will not pay any additional costs to replace undamaged parts of the insured property to create a uniform appearance.

For replacement cover to apply:

1. any replacement, restoration, rebuilding or repair must commence within 6 months of the loss or damage occurring. If this does not happen, We will not pay more than the amount which would have been paid if the work had been commenced within 6 months of the loss or damage;
2. for insured property which is only partially damaged, We will not pay more than the amount which would have been paid if the property had been completely destroyed; and
3. the replacement may occur at another site at the Situation to suit Your requirements. However, We will not pay more than if the replacement was carried out at the original site.

If We have decided to repair or rebuild Your Domestic Buildings and You do not wish to repair or rebuild Your Domestic Buildings, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

› 1. Domestic Buildings and Domestic Contents (continued)

**Domestic Contents**

When We agree to pay a claim for Your Domestic Contents We will replace or repair Your Domestic Contents as new, or pay You the cost to replace or repair.

Where possible, We will match materials and items. However, where this is not possible, We will use materials or items which in Our opinion are as near as reasonably possible.

We will not pay:

1. for carpets or floor coverings, internal blinds, curtains and other Domestic Contents in any room in which the loss, damage or destruction did not happen; or
2. more than the value of a single article when the article is part of a set or pair.

**Excess**

For Domestic Buildings and Domestic Contents the Excess shown on Your Schedule applies to each claim.

Your Excess will be increased by \$750 for any claim for loss or damage to solar panels and wind turbines (including any accessories such as batteries and inverter).

**The most We will pay**

Unless Your Sum Insured has been reinstated and unless otherwise indicated in this section, the most We will pay for any claim is the Sum Insured shown on Your Schedule.

Refer to page 13 of the Common Section for details of the reinstatement of Sum Insured provisions.

**Specific limits**

**Domestic Buildings**

For Domestic Buildings which are leased to tenants or occupied by Your employees, We will consider landlord's fixtures, fittings and fixed carpets as being part of the Domestic Buildings. The most We will pay for these items is \$20,000 during any one Period of Cover, provided the Sum Insured for Your Domestic Building is not otherwise exhausted.

**Specified Valuables**

Where an item is insured as specified valuables on Your Schedule, the most We will pay is the Sum Insured for that item shown in Your Schedule.

## › 1. Domestic Buildings and Domestic Contents (continued)

### Part 2 – Domestic liability

#### Specific definitions

In this section there are words that have a special meaning which appear with a capital letter.

#### You/Your/Yourself

In respect of the cover provided under this section, the definition on page 9 is extended to include any related entity.

#### The cover

##### Legal liability

We will cover You and Your Family's legal liability to pay compensation to others for Personal Injury and/or Property Damage arising out of an Occurrence.

Cover is provided while anywhere in the world. Cover away from Australia is limited to 90 consecutive days and starts from the time You leave Australia.

We will also pay:

1. legal costs and expenses incurred by Us to defend any proceedings against You for damages as a result of Personal Injury and/or Property Damage;
2. all costs awarded against You in any proceedings and all interest accruing after judgment has been entered against You until We have paid or deposited in court the amount that We are liable to pay following the judgment; and
3. all reasonable expenses (other than loss of earnings) incurred by You in connection with the defence of claims against You which We have agreed in writing to reimburse.

##### Defence costs

We will defend these proceedings in Your name and on Your behalf even if the suit is groundless or fraudulent. We reserve the right to investigate, negotiate and settle any claims or suit as We consider appropriate.

We may stop defending any proceedings on Your behalf when the Sum Insured (see 'The most We will pay' above) under this cover has been exhausted.

##### Additional Benefit – Committee member

We will pay the amount You are liable to pay following an alleged or actual act or omission that arises from Your duties as a committee member of a sporting or social club.

Cover is only provided if You receive less than \$1,000 per annum for holding the position and the liability must arise during the Period of Cover.



› 1. Domestic Buildings and Domestic Contents (continued)

**Exclusions**

This policy does not cover legal liability arising from:

1. Personal Injury to You, Your Family or anybody living with You (other than a boarder or tenant);
2. claims for property which is owned by or in the physical or legal control of You, Your Family or anybody living with You (other than a boarder or tenant);
3. damage to property owned by You, Your Family or anyone living with You;
4. any business carried on by You or Your Family;
5. any agreements in which You take the legal liability on Yourself in circumstances where that liability would not otherwise have arisen;
6. Your legal liability to Your employees in the course of their employment with You;
7. claims arising out of sexually transmitted diseases, AIDS or AIDS related disease or the transmission of any communicable disease;
8. the use of any:
  - a. caravan, trailer, motor bike over 250cc or Vehicle (except a garden implement, bicycle, mini bike, wheelchair or golf buggy not requiring registration or statutory motor insurance);
  - b. watercraft more than four metres in length and greater than 10hp or any other watercraft (including jet skis) that require registration under state or territory legislation;
  - c. Air Vessel or other aerial devices (not including a toy kite, Model Aircraft, or a UAV not used commercially or for any form of economic gain and used in accordance with the Civil Aviation Safety Authority (CASA) regulations);
9. the building, rebuilding or alteration of Your Domestic Building where the total value of the work costs more than \$100,000;
10. demolition, vibration or interference with the support of other land or buildings;
11. pollution or contamination, either directly or indirectly, by any pollutant irrespective of how caused, unless it arises from an Occurrence and is caused by a sudden, unintended and unexpected happening during the Period of Cover; or
12. fines, penalties, punitive or exemplary damages imposed on or awarded against You.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

**The most We will pay**

The most We will pay during any one Period of Cover for Domestic liability is \$20,000,000.

**Excess**

There is no Excess applicable to Part 2 – Domestic Liability.

## ➤ 2. Farm Property and Machinery

### Specific definitions for Farm Property and Machinery

In this section there are words that have a special meaning which appear with a capital letter. The meanings of these words are listed in the following table together with, which Insured Events are covered and whether cover is limited to the Situation or anywhere in Australia.

#### The cover

We will cover insured property which is listed on Your Schedule against physical loss, damage or destruction which occurs as a direct result of an Insured Event. The insured property must belong to You or be in Your physical and legal control.

All claims will be settled in accordance with the basis of settlement on page 32.

The cover provided by each of the Insured Events is explained in the Common Section on pages 10-12.

INSURED PROPERTY	INSURED EVENTS
<p><b>Farm Buildings (at the Situation)</b></p> <p>Farm Buildings are listed on Your Schedule and include:</p> <ol style="list-style-type: none"><li>1. buildings or other permanent structures used for the purpose of operating Your Farming Business;</li><li>2. attached stock yards, water tanks, solar panels, wind turbines and their associated batteries, grain or feed silos and fixed elevators that form part of the building or structure;</li><li>3. other fixed plant or equipment forming part of the building or structure, including foundations;</li><li>4. permanently fixed dairy and/or shearing plant;</li><li>5. other pipeline services (up to 1.5 metres below ground) which are designed to operate in conjunction with the insured Farm Building(s) and for no other purpose; and</li><li>6. landlord's fixtures and fittings.</li></ol> <p>Farm Buildings does not include:</p> <ol style="list-style-type: none"><li>1. Domestic Buildings;</li><li>2. Shelters;</li><li>3. Farm Contents;</li><li>4. Other Structures;</li><li>5. Farm Machinery;</li><li>6. Fencing; or</li><li>7. Livestock or beehives</li></ol>	<ol style="list-style-type: none"><li>1. Aircraft;</li><li>2. Earthquake;</li><li>3. Explosion;</li><li>4. Fire/lightning;</li><li>5. Impact;</li><li>6. Leakage of liquids;</li><li>7. Malicious Act(s); and</li><li>8. Wind and water.</li></ol>

› 2. Farm Property and Machinery (continued)

INSURED PROPERTY	INSURED EVENTS
<p><b>Farm Contents (anywhere in Australia)</b></p> <p>Farm tools, equipment, supplies and consumables for use in the Farming Business.</p> <p>Farm contents does not include:</p> <ol style="list-style-type: none"> <li>1. contents of a domestic nature, including clothing or personal items;</li> <li>2. any animal, livestock or beehives unless specifically noted on Your Schedule as covered;</li> <li>3. Farm Machinery (as described on page 29 under Specified Farm Machinery), Vehicles, craft designed for use on water or any Air Vessel or any aerial devices, including their accessories;</li> <li>4. money, securities, stamps, jewellery, precious metals, furs, bullion and precious stones;</li> <li>5. any curio or work of art for an amount greater than \$500 unless the item is listed on Your Schedule as Farm Contents;</li> <li>6. documents, manuscripts, business books, computer system records,</li> <li>7. semen or embryos (note: cover for semen is available under the optional benefit for Loss of stored semen);</li> <li>8. growing crops, plants, trees, vines or vegetation;</li> <li>9. hay, wool, cotton, milk, silage, wine, grain, fruit, vegetables or produce;</li> <li>10. fencing or trellising;</li> <li>11. Other Structures; or</li> <li>12. General Property</li> </ol>	
<p><b>Other Structures (at the Situation)</b></p> <p>Other Structures are listed on Your Schedule and include:</p> <ol style="list-style-type: none"> <li>1. free standing structures which are designed to operate in the open air;</li> <li>2. stock yards;</li> <li>3. free standing grain or feed silos;</li> <li>4. windmills;</li> <li>5. water tanks;</li> <li>6. power/telephone lines and poles for which You are responsible;</li> <li>7. solar panels, wind turbines and their associated batteries; and</li> <li>8. irrigation pumps and pipes.</li> </ol> <p>Other Structures does not include:</p> <ol style="list-style-type: none"> <li>1. Domestic Buildings or Farm Buildings;</li> <li>2. infrastructure that is more than 1.5 metres below ground;</li> <li>3. Shelters;</li> <li>4. Farm Contents;</li> <li>5. fencing and trellising;</li> <li>6. dams or earth irrigation canals;</li> <li>7. crops, trees, plants, vines or vegetation; or</li> <li>8. Farm Machinery, Vehicles, craft designed for use on water, any Air Vessel or any aerial devices including their accessories.</li> </ol>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact;</li> <li>6. Leakage of liquids;</li> <li>7. Malicious Act(s); and</li> <li>8. Wind and water.</li> </ol>

## ➤ 2. Farm Property and Machinery (continued)

INSURED PROPERTY	INSURED EVENTS
<p><b>Shelters (at the Situation)</b></p> <p>Shelters are structures listed on Your Schedule and include:</p> <ol style="list-style-type: none"> <li>1. shade cloth, fabric or plastic covered structures;</li> <li>2. igloos or eco-shelters; or</li> <li>3. hail netting.</li> </ol>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact;</li> <li>6. Malicious Act(s).</li> </ol>
<p><b>Unspecified Farm Buildings or Other Structures (at the Situation)</b></p> <p>Unspecified Farm Buildings and/or Other Structures means Farm Buildings or Other Structures used in the Farming Business that are not listed on Your Schedule.</p>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact;</li> <li>6. Leakage of liquids;</li> <li>7. Malicious Act(s); and</li> <li>8. Wind and water.</li> </ol>
<p><b>Specified Farm Machinery (anywhere in Australia)</b></p> <p>Specified Farm Machinery are Farm Machinery items listed on Your Schedule. Farm Machinery includes:</p> <ol style="list-style-type: none"> <li>1. any agricultural machinery, spraying equipment, plant towed implements or trailers used in the Farming Business; or</li> <li>2. any self-propelled machine or Vehicles on wheels or self-laid tracks used in the Farming Business;</li> <li>3. UAVs whilst not in use.</li> </ol> <p>Farm Machinery does not include:</p> <ol style="list-style-type: none"> <li>1. registered motorcycles, cars, vans or utilities;</li> <li>2. registered trucks; or</li> <li>3. caravans or</li> <li>4. craft designed for use on water, any Air Vessel or any aerial devices including their accessories (other than UAVs while not in use).</li> </ol>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact;</li> <li>6. Malicious Act(s); and</li> <li>7. Wind and water.</li> </ol>
<p><b>Unspecified Farm Machinery (anywhere in Australia)</b></p> <p>Unspecified Farm Machinery means Farm Machinery used in the Farming Business that are not listed on Your Schedule. Farm Machinery is defined above in this section.</p>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact;</li> <li>6. Malicious Act(s); and</li> <li>7. Wind and water.</li> </ol>
<p><b>Fencing and trellising (at the Situation)</b></p> <p>Fencing means internal and boundary fencing, gates and electric fencing (including transformers and energisers) at any of the situations which are listed on Your Schedule. Fencing does not mean fences and gates erected for domestic (non farming) purposes.</p> <p>Trellising means the framework of poles and wires used to support fruit trees or vines at any of the Situations which are listed on Your Schedule. Trellising does not mean structures erected for domestic (non-farming) purposes.</p>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact; and</li> <li>6. Malicious Act(s).</li> </ol>

› 2. Farm Property and Machinery (continued)

INSURED PROPERTY	INSURED EVENTS
<p><b>Death of Livestock (anywhere in Australia)</b></p> <p>Livestock means farm animals as described by species, gender and type on Your Schedule. Livestock does not include:</p> <ol style="list-style-type: none"> <li>1. domestic animals or working dogs;</li> <li>2. Livestock while in Transit; or</li> <li>3. Livestock not belonging to You, unless specifically noted on Your Schedule.</li> </ol>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact; and</li> <li>6. Malicious Act(s).</li> </ol>
<p><b>Death of Working Dogs (anywhere in Australia)</b></p> <p>Working Dogs means dogs You own which are used for droving, herding or mustering livestock. They must be aged between three months and ten years of age and must be listed on Your Schedule by sex and breed.</p>	
<p><b>Harvested Crop or Produce (at the Situation)</b></p> <p>Harvested Crops or Produce which are stored at any of the Situations listed on Your Schedule.</p> <p>Harvested Crops or Produce includes:</p> <ol style="list-style-type: none"> <li>1. grain;</li> <li>2. hay;</li> <li>3. cotton;</li> <li>4. silage;</li> <li>5. fruit or vegetables;</li> <li>6. wool; and</li> <li>7. milk.</li> </ol>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Earthquake;</li> <li>3. Explosion;</li> <li>4. Fire/lightning;</li> <li>5. Impact;</li> <li>6. Malicious Act(s); and</li> <li>7. Wind and Water for hay and grain only.</li> </ol>
<p><b>Shelter Belts, Vines and Fruiting Trees or Commercial Plantations (at the Situation)</b></p> <p>Shelter Belts mean trees used for windbreaks, shade or soil erosion at any of the Situations listed on Your Schedule. It does not include domestic garden trees or any plantations grown for commercial wood products, fruit production or other commercial uses.</p> <p>Vines and fruiting trees mean vines or fruiting trees grown for commercial wine or fruit production at any of the Situations listed on Your Schedule. It does not mean domestic garden vines or fruiting trees.</p> <p>Commercial Plantations means trees grown for commercial wood products at any of the Situations listed on Your Schedule. It does not mean domestic garden trees or any Shelter Belts.</p>	<ol style="list-style-type: none"> <li>1. Explosion; and</li> <li>2. Fire/lightning.</li> </ol>
<p><b>General Property (anywhere in Australia)</b></p> <p>General Property means the items listed on Your Schedule as General Property.</p>	<ol style="list-style-type: none"> <li>1. Aircraft;</li> <li>2. Collision or Overturning;</li> <li>3. Earthquake;</li> <li>4. Explosion;</li> <li>5. Fire/lightning;</li> <li>6. Impact;</li> <li>7. Malicious Act(s);</li> <li>8. Theft; and</li> <li>9. Wind and water.</li> </ol>

## ➤ 2. Farm Property and Machinery (continued)

### Additional benefits

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

### Alterations and additions

We will cover new Farm Buildings (not listed on Your Schedule) or alterations and additions to existing Farm Buildings which Occur during the Period of Cover for an amount no greater than 10% of the total Sum Insured for Farm Buildings at the Situation or \$50,000, whichever is the lesser.

### Construction materials

We will pay for loss, damage or destruction of materials stored at the Situation for the purpose of construction, reconstruction, alteration, renovation or repair of any existing or new Farm Building at the Situation.

The most We will pay under this additional benefit is \$10,000.

### Fire fighting costs

If a Fire Occurs at the Situation or in circumstances where insured property is threatened or at risk, We will pay:

1. the cost to refill water tanks if the water has been used to protect insured property against Fire;
2. wages of Your employees for time lost fighting a Fire;
3. the cost of refilling fire fighting appliances where costs are not recoverable; and
4. the cost of employees' clothing and personal effects which are lost, damaged or destroyed by Fire if they are not more specifically insured under this or any other insurance policy.

This cover is in addition to the Sum Insured and is limited to \$10,000 for any one Occurrence, or the amount specified on Your Schedule.

### Professional fees

Where We have agreed to pay a claim under this section We will also pay the fees of architects, surveyors and engineers if they are reasonably incurred during the repair or reinstatement of insured Farm Buildings.

This cover is in addition to the Sum Insured and is limited to 10% of the Sum Insured for the Farm Building.

### Removal of debris

Where We have paid a claim under this policy, We will also pay the reasonable costs incurred to remove and dispose of debris.

This cover is in addition to the Sum Insured and is limited to 20% of the Sum Insured for the insured property which is damaged or destroyed.

### Temporary protection

Where a Farm Building has been damaged or destroyed by an Insured Event and We agree to pay Your claim, We will also pay the cost of temporary repairs that are required to secure the Farm Building to prevent further loss.

This cover is included within the Sum Insured for the damaged Farm Building. However, where the Farm Building Sum Insured is exhausted, We will pay up to \$3,000 in addition to the Sum Insured for the damaged Farm Building to cover the cost of temporary protection.

### Vet fees

If Your insured Livestock and Working Dogs are injured by an Insured Event, We will pay the reasonable cost of veterinary attention and supplies in order to prevent death, providing the cost of treatment is less than the market value of the animal.

We will also cover the cost of slaughter or destruction of insured Livestock or Working Dogs for humane reasons from an injury caused by an Insured Event.

This cover is limited to 20% of the Sum Insured for Livestock and Working Dogs.

## › 2. Farm Property and Machinery (continued)

### **Basis of Settlement**

#### **Farm Buildings, Farm Contents, Other Structures and Shelters**

Your policy Schedule indicates whether cover is provided for:

1. indemnity; or
2. replacement.

#### **Indemnity**

If Your Schedule indicates that cover is for indemnity, We will at Our option:

1. pay You the current market value of the insured property at the time of the loss, damage or destruction;
2. rebuild, replace or repair the insured property subject to an allowance for fair wear, tear, depreciation and improvement; or
3. pay You the reasonable cost You would incur to rebuild, replace or repair the damaged parts of the insured property subject to an allowance for wear, tear, depreciation and improvement; or
4. pay You the Sum Insured shown on the Schedule for the insured property item.

If We have decided to repair or rebuild Your insured property and You do not wish to repair or rebuild Your insured property, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

#### **Replacement**

If Your Schedule indicates the insured property is covered for replacement, We will at Our discretion:

1. rebuild, replace or repair Your insured property; or
2. pay You the reasonable cost You would incur to rebuild, replace or repair the damaged parts of the insured property, or
3. pay You the Sum Insured shown on Your Schedule for the insured property item.

If the original materials used to build Your Farm Buildings are not readily available, We will rebuild or repair the Farm Building using materials which We believe are similar in type and quality.

We will only pay to rebuild or repair that part of the insured property which was actually damaged. We will not pay any additional costs to replace undamaged parts of the insured property to create a uniform appearance.

For replacement cover to apply:

1. any replacement, restoration, rebuilding or repair must commence within 12 months of the loss or damage occurring. If this does not happen, We will pay the claim to Your insured property on the basis of the cover being indemnity as outlined above;
2. for insured property which is only partially damaged, We will not pay more than the amount which would have been paid if the property had been completely destroyed; and
3. the replacement may occur at another site at the Situation to suit Your requirements. However, We will not pay more than if the replacement was accrued out at the original site.

If We have decided to repair or rebuild Your insured property and You do not wish to repair or rebuild Your insured property, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

#### **Unspecified Farm Buildings and Other Structures**

Items listed in Your Schedule under Unspecified Farm Buildings and Other Structures will be covered for replacement.

## ➤ 2. Farm Property and Machinery (continued)

### Farm Machinery

If Your machinery is insured as Farm Machinery at Our option, We will:

1. repair Your machinery; or
2. pay You the reasonable cost of repairing Your machinery; or
3. pay You the market value of Your machinery or the Sum Insured (whichever is the lesser) if Your Schedule shows that cover is for market value; or
4. pay You the agreed value of Your machinery if Your Schedule shows that cover is for agreed value.

The Farm Machinery Sum Insured or agreed value is inclusive of all accessories.

If Your machinery is declared a total loss, We may exercise Our option to retain any salvage, including accessories.

If We do not exercise Our option, We will not have any obligation to remove such salvage.

### Parts and accessories

If We are unable to repair a part, We may use new, recycled or reconditioned parts that meet the requirements of the Australian Design Rules. If such parts are not available or appropriate, parts from alternative sources may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part or accessory. In the event that any spare part or accessory cannot be obtained immediately, We may choose to pay You the value of the spare part or accessory (together with the reasonable charge for fitting) rather than supply the spare part or accessory.

We guarantee all materials and workmanship on repairs that We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

If the repairs or replacement part/s to Your Vehicle leave it in a condition that is better than the condition it was in before Your claim, We may require You to contribute to the costs of the repairs or replacement part/s.

### Fencing and Trellising

In the event of a claim for Fencing or Trellising We will at Our discretion

1. rebuild, replace or repair Your insured property; or
2. pay You the reasonable cost You would incur to rebuild, replace or repair the damaged parts of the insured property, or
3. pay You the Sum Insured shown on Your Schedule for the insured property item.

We will only pay to rebuild or repair that part of the Fencing or Trellising which was actually damaged. We will not pay any additional costs to replace undamaged parts of the Fencing or Trellising.

If We have decided to repair or rebuild Your Fencing or Trellising and You do not wish to repair or rebuild Your insured property, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.

### Death of Livestock – no coinsurance

In the event of a claim for Livestock and Your Schedule indicates cover is for 'Death of Livestock – no coinsurance', We will pay You the farm gate value of the lost or destroyed Livestock up to the Sum Insured.

#### Example:

Sum Insured	= \$120,000
Value per animal	= \$150
Farmgate Value of all Livestock	= \$165,000
Farmgate Value of Livestock lost	= \$7,500

**Amount paid in the event of a claim = \$7,500**



› 2. Farm Property and Machinery (continued)

**Death of Livestock – coinsurance**

In the event of a claim for Livestock and Your Schedule indicates cover is for 'Death of Livestock – coinsurance', We will pay You the farm gate value of the Livestock, up to the Sum Insured. Where it is found that the Sum Insured is less than 85% of the farm gate value of all Livestock at all Situations, the amount paid per animal will be reduced by the same proportion that the declared Sum Insured bears to the farm gate value of all Livestock at all Situations.

The farm gate value is determined as the value of the animal at the time of the loss excluding transport and sales costs and levies on the Livestock.

You must provide Us with a veterinary certificate which provides satisfactory proof as to the cause of death, the identity of the animal(s) and if required evidence to support the market value

**Example:**

Sum Insured	= \$120,000
Value per animal	= \$150
Farmgate Value of all Livestock	= \$165,000
Farmgate Value of Livestock lost	= \$7,500

**Amount paid in the event of a claim = \$5,454.55**, being \$7,500 x (\$120,000/\$165,000)

**General property**

We will at Our discretion

1. rebuild, replace or repair Your insured property; or
2. pay You the reasonable cost You would incur to rebuild, replace or repair the damaged parts of the insured property at the time of the loss or damage, or
3. pay You the Sum Insured shown on your Schedule for the insured property item.

**Hay**

In the event of a claim for hay, We will pay You the market value of the hay at the time it was destroyed, but limited to the Sum Insured.

No reinstatement of the Sum Insured will be provided for hay.

**Harvested Crops or Produce**

In the event of a claim for Harvested Crops or Produce, We will pay You the market value of the Harvested Crops or Produce, but limited to the Sum Insured.

**Working Dogs**

In the event of a claim for Working Dogs, We will pay You the market value of the Working Dog, but limited to the Sum Insured for the animal.

You must provide Us with a veterinary certificate which provides satisfactory proof as to the cause of death, the identity of the animal and evidence to support the market value of the animal.

## ➤ 2. Farm Property and Machinery (continued)

### **Shelter Belts, Vines or Commercial Plantations**

In the event of a claim for Shelter Belts, We will replace any dead trees, regardless of age, with seedlings of the same or similar species. We will also reimburse Your expenses up to \$1,000 per hectare for ground preparation and replanting costs, providing the Sum Insured for Shelter Belts has not been exhausted.

In the event of a claim for Vines, We will pay You the Vine Sum Insured per hectare. The Vine Sum Insured per hectare will be the Sum Insured for Vines listed on Your Schedule divided by the number of hectares grown under Vines at any of the Situations at the time of the loss.

In the event of a claim for Commercial Plantations, We will pay You the Commercial Plantation Sum Insured per hectare multiplied by the number of hectares damaged or destroyed. The Commercial Plantation Sum Insured per hectare will be the Sum Insured for Commercial Plantations listed on Your Schedule divided by the number of hectares of trees grown on any of the Situations at the time of the loss.

### **The most We will pay**

Unless Your Sum Insured has been reinstated and unless otherwise indicated in this section, the most We will pay for any one Occurrence is the Sum Insured shown on Your Schedule for that insured property.

Refer to page 13 of the Common Section for details of the reinstatement of Sum Insured provisions.

### **Specific limits**

#### **Unspecified Farm Buildings and Other Structures**

The most We will pay for any one item of Unspecified Farm Buildings or Other Structures is \$20,000. The most We will pay for all claims during any one Period of Cover for Unspecified Farm Buildings and Other Structures is the Sum Insured shown on Your Schedule. The Sum insured for Unspecified Farm Buildings or Other Structures will not be reinstated following a claim.

#### **Unspecified Farm Machinery**

The most We will pay for any one item of Unspecified Farm Machinery is the Sum Insured per item shown on Your Schedule. The most We will pay for all claims during any one Period of Cover for Unspecified Farm Machinery is the Sum Insured shown on Your Schedule. The Sum insured for Unspecified Farm Machinery will not be reinstated following a claim.

#### **Shelter Belts, Vines or Commercial Plantations (at the Situation)**

The most We will pay per hectare for Vines and Farm Trees is the Sum Insured per hectare shown on Your Schedule. The most We will pay during any one Period of Cover is the Sum Insured shown on Your Schedule. The Sum Insured for Vines and Farm Trees will not be reinstated following a claim.

#### **Livestock**

The most We will pay for any one animal is \$2,000, unless a higher amount per animal is specified on Your Schedule. The most We will pay during any one Period of Cover is the Sum insured shown on Your Schedule.

### **Excess**

Unless otherwise stated, the Excess shown on Your Schedule under Farm Property and Farm Machinery applies to each claim.

For claims for solar panels or wind turbines (including accessories such as batteries and inverter) the Excess shown on Your Schedule is increased by \$750 for each claim.

For Commercial Plantations and Vines, the Excess shown on Your Schedule or \$1,000, whichever is the greater, applies to each claim.

› 2. Farm Property and Machinery (continued)

**Optional benefit – Accidental damage**

This optional benefit only applies if Your Schedule shows that the insured property item is covered for accidental damage.

**The cover**

This optional benefit covers Your Farm Buildings, Farm Contents, Other Structures and insured property listed on Your Schedule with this optional benefit being selected against loss, damage or destruction caused by accidental damage.

Where loss, damage or destruction is caused by an Insured Event set out in the Common Section on pages 10-12, all the same conditions, limitations and exclusions which apply to those Insured Events remain regardless of whether this optional benefit is selected.

**Specific exclusions applicable to accidental damage**

No cover is provided under this optional benefit for loss, damage or destruction caused by or arising directly or indirectly from:

1. unexplained inventory shortages or disappearances resulting from clerical or accounting errors;
2. the failure of water, gas, electric or fuel supply;
3. consequential loss of any kind;
4. a rise in temperature within a purpose built container caused by the failure to maintain the supply of liquid nitrogen to that container;
5. tree roots, including any resultant damage;
6. any animal, insect or bird;
7. loss of weight or protein;
8. mildew, mould, wet or dry rot;
9. change in colour, flavour, texture or finish;
10. contamination, evaporation, pollution, smut or smoke from industrial operations;
11. dampness of atmosphere;
12. sudden variation in atmospheric condition;
13. disease, virus or bacteria;
14. latent defect or inherent vice;
15. any manufacturing process;
16. adjusting, testing or servicing operations;
17. normal settling, seepage, shrinkage or expansion of building walls, pavements etc;
18. structural defects, faulty workmanship or materials;
19. defective design, formula, specification, plan or pattern;
20. wear and tear, fading, rust, corrosion, oxidation or gradual deterioration;
21. exposure to light or darkness;
22. scratching, splitting, tearing or marring;
23. fraud;
24. data processing or media failure, breakdown or malfunction of the processing system, including operator error or omission;
25. lack of maintenance; or
26. mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device; or
27. damage to support structures (including foundations) as a result of demolition or construction.

## ➤ 2. Farm Property and Machinery (continued)

No cover is provided if the loss, damage or destruction is caused by or arises directly or indirectly to:

1. any item while being carried in Transit;
2. goods maintained in a temperature controlled environment where the loss or damage is directly caused by mechanical, electrical, hydraulic or electronic breakdown of temperature controlled equipment;
3. semen or embryos; or
4. an item where the loss is recoverable under the terms of a warranty, guarantee, maintenance, service or leasing agreement.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

### Excess

The Excess shown on Your Schedule under Farm Property and Farm Machinery applies to each claim for this optional benefit.

### The most We will pay

The most We will pay during any one Period of Cover for accidental damage is the Sum Insured shown on Your Schedule.

### Optional benefit – Increased costs

#### The cover

If Your Schedule shows that cover is provided for increased costs We will cover the additional expenses which are not normally incurred to maintain the Farming Business at the Situation at the same level of productivity as the 12 months immediately before the physical loss, damage or destruction Occurred. The additional expenses must be:

1. incurred as a direct result of damage and paid or accepted as a claim under the Farm Property and Machinery cover (not including a claim to livestock, working dogs, harvested crops or produce or farm trees); or
2. incurred as a direct result of damage and paid or accepted as a claim under the Farm Motor section for a tractor, harvester, baler, sprayer or seeder/planter; or
3. due to loss, damage or destruction to pasture caused by Fire, where an excess of \$250 will apply for each claim.

The additional expenses must be reasonably incurred during the period which begins at the time of the loss, damage or destruction and ends not more than 12 months later. When calculating Your claim, We will deduct any savings to charges or expenses which stopped or were reduced as a result of the disruption to Your Farming Business.

We will not pay under this optional benefit for a cost insured under another part of this policy.

### Agistment income

If pasture is destroyed by a Fire which interrupts Your Farming Business, requiring the movement of agisted stock to another property, We will pay for the loss of income resulting from the interruption or interference.

Your loss of agistment income will be determined by comparing the amount of agistment income during the 12 months prior to the destruction with the amount of agistment income during the 12 months following the destruction. This will be adjusted to take into account any circumstances which would have affected Your agistment income, such as seasonal conditions, changes to stock numbers or changes to rates for agisting stock.

If You have been agisting stock for less than 12 months prior to the interruption, We will calculate a theoretical agistment income for the 12 months prior to the destruction using any reasonable means.

The loss or destruction which resulted in the interruption must happen during the Period of Cover.

## › 2. Farm Property and Machinery (continued)

### Accountant fees

Under this optional benefit, We will also pay the necessary costs incurred by You for the services of an accountant to produce and clarify details of the claim. These costs are limited to \$2,000 during the Period of Cover.

### The most We will pay

Unless the Sum Insured has been reinstated for this optional benefit, the most We will pay during any one Period of Cover is the Sum Insured shown on the Schedule for this optional benefit.

We will not pay a claim under this optional benefit if the Farming Business has been dissolved, wound up or is being carried on by a liquidator, receiver or is permanently discontinued at the time of the loss, damage or destruction.

## Optional benefit – Loss of stored semen and embryos

### The cover

If Your Schedule shows that cover is provided for loss of stored semen or embryos We will cover artificial insemination containers and semen stored within them against physical loss or damage due to an Insured Event which happens within Australia during the Period of Cover. The Insured Events are:

1. Earthquake;
2. Explosion;
3. Fire/lightning;
4. Impact;
5. Malicious Act(s); and
6. Theft.

We will also cover loss or damage to an artificial insemination container or loss or damage to semen or embryos while in Transit caused by Fire, Collision or Overturning of the carrying Vehicle. We will also cover loss of viability of stored semen caused by a rise in temperature due to the loss of vacuum or the loss of liquid nitrogen from the artificial insemination container.

The cover provided by Insured Events listed 1 to 6 is explained in the Common Section on pages 10-12.

### Exclusions

This optional benefit does not cover:

1. consequential loss of any kind, including consequential loss due to delay, lack of performance, loss of contract or depreciation;
2. loss or damage due to unexplained inventory shortages or disappearances;
3. any rise in temperature due to Your negligence in not maintaining a supply of liquid nitrogen or lack of liquid nitrogen supply from suppliers; or
4. loss of viability of semen during the handling of individual straws or ampoules.

### The most We will pay

The most We will pay under this optional benefit for semen or embryos is the market value at the time of loss, limited to \$75 for any one straw or ampoule.

For artificial insemination containers, We will pay the cost to repair or replace the container. Unless the Sum Insured for this optional benefit has been reinstated, the most We will pay during any one Period of Cover is \$5,000 or the Sum Insured specified on Your Schedule.

The Excess shown on Your Schedule under the Farm Property and Machinery section applies to each claim for this optional benefit.

## ➤ 2. Farm Property and Machinery (continued)

### Optional benefit – Contamination of milk or wine

#### The cover

If Your Schedule shows that cover is provided for contamination of milk or wine We will cover contamination of:

1. Your milk in a vat or pipe in a milking shed or dairy; or
2. Your wine, grape juice or grape product contained in an appropriate storage system

at the Situation during the Period of Cover.

Cover is provided only if:

1. the farm building where the milk, wine, grape juice or grape product is stored is listed on Your Schedule;
2. the milk, wine, grape juice or grape product is contaminated by accident or by Malicious Act(s) and the contamination is directly caused by:
  - a. a cleaning material or cleaning fluid used in the milking shed, dairy or storage area for wine, grape juice or grape product; or
  - b. introduction into the milk, wine, grape juice or grape product of foreign matter (other than bacteria).

#### The most We will pay

We will pay the market value for milk, wine, grape juice or grape product in its form prior to the loss (i.e., as bulk or bottled product). Unless the Sum Insured for this optional benefit has been reinstated, the most We will pay under this optional benefit for any one Period of Cover is \$10,000 in respect of contamination of milk or \$25,000 in respect of contamination of wine, grape juice or grape products.

#### Excess

The Excess shown on Your Schedule under the Farm Property and Machinery section applies to each claim for this optional benefit.

### Optional benefit – Leakage of milk or wine

#### The cover

This optional benefit covers the sudden and unforeseen leakage of Your milk, wine, grape juice or grape product.

#### The most We will pay

We will pay the market value for milk, wine, grape juice or grape product in its form prior to the loss (i.e., as bulk or bottled product). Unless the Sum Insured for this optional benefit has been reinstated, the most We will pay under this optional benefit for any one Period of Cover is \$10,000 in respect of leakage of milk or \$25,000 in respect of leakage of wine, grape juice or grape products.

#### Excess

The Excess shown on Your Schedule under the Farm Property and Machinery section applies to each claim for this optional benefit.

### › 3. Farm Motor

This cover is separated into two parts.

Part 1 covers physical loss, damage or destruction to Your Vehicle(s). The cover is for either:

1. accidental loss or damage; or
2. Fire and Theft.

Part 2 covers Your legal liability.

If You elect to take out this cover, You must choose a cover type. A summary of the available covers are shown below. The cover chosen by You will be shown on Your Schedule.

COVER TYPE	PART 1: YOUR VEHICLE		PART 2: LEGAL LIABILITY
	Accidental damage (including fire and theft)	Fire and theft	
Comprehensive	Yes	Included under accidental damage	Yes
Fire, Theft and third party	No	Yes	Yes
Fire and Theft	No	Yes	No
Third party only	No	No	Yes

#### Part 1: Your Vehicle

We will cover Vehicles which are listed on Your Schedule against physical loss, damage or destruction due to an Occurrence.

For each Vehicle, Your Schedule will indicate whether the cover is for:

1. comprehensive;
2. Fire, Theft and third party; or
3. Fire and Theft.

#### The cover – comprehensive

If Your Schedule shows that the cover type is comprehensive, We will cover You for accidental loss (including Theft), damage or destruction to Your Vehicle.

#### Basis of Settlement

##### Private Motor

If Your Vehicle is insured under Private Motor on Your Schedule, at Our option We will:

1. repair Your Vehicle; or
2. pay You the reasonable cost of repairing Your Vehicle; or
3. pay You the market value of Your Vehicle if Your Schedule shows that cover is for market value; or
4. pay You the agreed value of Your Vehicle if Your Schedule shows that cover is for agreed value.

Unless specified otherwise, the Vehicle Sum Insured or agreed value is inclusive of all accessories.

### ➤ 3. Farm Motor (continued)

If Your Vehicle is declared a total loss, We may exercise Our option to retain any salvage, including accessories. If We do not exercise Our option, We will not have any obligation to remove such salvage.

If Your Vehicle is:

1. listed on Your Schedule as a Private Vehicle and has a carrying capacity up to 2 tonnes;
2. purchased new by You;
3. You are the first registered owner;
4. damaged beyond repair or stolen and not recovered within two years of manufacture; and
5. We agree to pay the claim,

then, We will either:

1. replace it with a new Vehicle of the same make and model; or
2. replace it with a Vehicle of similar new cost which We both agree upon in writing.

We will also pay any on road costs of stamp duty, delivery or registration.

#### **Farm Motor**

If Your Vehicle is insured as Farm Motor at Our option, We will:

1. repair Your Vehicle; or
2. pay You the reasonable cost of repairing Your Vehicle; or
3. pay You the market value of Your Vehicle or the Sum Insured (whichever is the lesser) if Your Schedule shows that cover is for market value; or
4. pay You the agreed value of Your Vehicle if Your Schedule shows that cover is for agreed value.

The Vehicle Sum Insured or agreed value is inclusive of all accessories.

If Your Vehicle is declared a total loss, We may exercise Our option to retain any salvage, including accessories. If We do not exercise Our option, We will not have any obligation to remove such salvage.

#### **Additional benefits – Private Vehicles up to 2 tonnes**

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

##### **Emergency travel and accommodation costs**

If You cannot drive Your Vehicle because it has been stolen or damaged in an accident which is covered by this cover and You are more than 200 kilometres from Your usual place of residence, We will pay the reasonable costs incurred for:

1. necessary travel to return You and Your Family to Your usual place of residence; and
2. emergency accommodation for You and Your Family.

This cover is in addition to the Sum Insured and is limited to \$500.

##### **Personal effects**

We will cover Your personal effects if they are contained in the boot or inside Your Vehicle and they are:

1. stolen, but only if the Vehicle was securely locked at the time of the Theft; or
2. damaged by Fire, Collision or Overturning of Your Vehicle.

Personal effects does not include:

1. money; or
2. goods connected with any trade, business or occupation.

This cover is in addition to the Sum Insured and is limited to \$2,000.



› 3. Farm Motor (continued)

**Recovery costs**

If Your Vehicle is stolen and then recovered, We will pay the reasonable cost of returning the Vehicle to the place where it is normally kept.

This cover is in addition to the Sum Insured and is limited to \$5,000.

**Removal of debris**

If We or You do not agree to retain the salvage in the event of Your Vehicle being declared a total loss or Your Vehicle is carrying goods or produce at the time of an accident, We will cover the reasonable cost to clean up and remove any debris.

This cover is in addition to the Sum Insured and is limited to \$25,000.

This cover extends to vehicles in excess of 2 tonnes.

**Rental Vehicle following Theft**

If Your Vehicle is stolen, We will reimburse You for the reasonable cost of providing a rental Vehicle:

1. until Your Vehicle is recovered undamaged and You have been told its location;
2. until Your Vehicle is recovered and the damage is repaired;
3. until We settle Your claim; or
4. for a maximum of 14 days,

whichever happens first.

We will not pay for:

1. a rental Vehicle unless it has been arranged or approved by Us;
2. the cost of fuel used during the rental period; or
3. any accidental loss or damage to the rental car.

The most We will pay under this additional benefit is \$100 per day.

**Replacement of keys**

If the keys of Your vehicle are stolen, We will pay to replace or re-code your vehicle's keys, locks and barrels. You must report the theft of keys to the police.

This cover is in addition to the Sum Insured and is limited to \$1,000.

This cover extends to vehicles in excess of 2 tonnes.

**Replacement or additional Vehicle**

If You permanently replace Your Vehicle or purchase an additional Vehicle which is similar to other Vehicles covered under this cover, We will insure that Vehicle from the time of purchase.

You must provide Us with full details of the replacement or additional Vehicle within 30 days of the purchase and pay any additional premium that We require.

This additional benefit applies only to Vehicles with a purchase price of up to \$100,000

**Towing**

If You have an accident or Your Vehicle is stolen and it is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of the Vehicle to the nearest repairer or place of safety.

This cover is in addition to the Sum Insured and is limited to \$5,000.

This cover extends to vehicles in excess of 2 tonnes.

### › 3. Farm Motor (continued)

#### Trailer cover

We will cover You for Theft or damage to a box trailer owned by You if it is accidentally damaged or stolen while attached to Your Vehicle.

This cover is in addition to the Sum Insured and is limited to \$1,250.

#### Optional benefit – Vehicles up to 2 tonnes

##### Excess free windscreen or window glass

If Your Vehicle is used for private use, Your Schedule shows that the cover type is comprehensive and that cover is provided for windscreens or window glass, We will pay the cost to replace or repair the windscreen or window glass if it is accidentally broken and the fracture extends through the entire thickness of the glass.

You will not be required to pay the Excess on the first windscreen or window glass claim, per Vehicle, made under this cover during any one Period of Cover.

#### The cover – Fire and Theft; or Fire, Theft and Third party

If Your Schedule shows that the cover type is for Fire and Theft or Fire, Theft and Third party, We will cover You for physical loss or damage caused by:

1. Theft; and/or
2. Fire.

#### Basis of Settlement

##### Private Motor

If Your Vehicle is insured as Private Motor at Our option, We will:

1. repair Your Vehicle; or
2. pay You the reasonable cost of repairing Your Vehicle; or
3. pay You the market value of Your Vehicle if Your Schedule shows that cover is for market value; or
4. pay You the agreed value of Your Vehicle if Your Schedule shows that cover is for agreed value.

The Vehicle Sum Insured or agreed value is inclusive of all accessories.

If Your Vehicle is declared a total loss, We may exercise Our option to retain any salvage, including accessories. If We do not exercise Our option, We will not have any obligation to remove such salvage.

##### Farm Motor

If Your Vehicle is insured as Farm Motor at Our option, We will:

1. repair Your Vehicle; or
2. pay You the reasonable cost of repairing Your Vehicle; or
3. pay You the market value of Your Vehicle or the Sum Insured (whichever is the lesser) if Your Schedule shows that cover is for market value; or
4. pay You the agreed value of Your Vehicle if Your Schedule shows that cover is for agreed value.

The Vehicle Sum Insured or agreed value is inclusive of all accessories.

If Your Vehicle is declared a total loss, We may exercise Our option to retain any salvage, including accessories. If We do not exercise Our option, We will not have any obligation to remove such salvage.

› 3. Farm Motor (continued)

**Additional benefits – Vehicles up to 2 tonnes**

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

If Your Vehicle is used for private use and has a carrying capacity of less than 2 tonnes and the cover type is either Fire and Theft or Fire, Theft and Third party, We will also provide cover for the following additional benefits.

**Towing**

If Your Vehicle is stolen or damaged by Fire and it is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of the Vehicle to the nearest repairer or place of safety.

This cover is in addition to the Sum Insured and is limited to \$5,000.

This cover extends to vehicles in excess of 2 tonnes.

**Uninsured motorist extension**

We will cover You for accidental damage to Your Vehicle caused entirely by the driver of an uninsured Vehicle.

You can only claim under this additional benefit if You:

1. did not contribute to the cause of the accident; and
2. can provide Us with the correct registration number of the other Vehicle and the name, address and licence number of the other driver.

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

1. the reasonable cost of repairs;
2. the market value of Your Vehicle; or
3. \$3,000,

whichever is the least.

We will, at Our sole and absolute discretion, decide whether You contributed to the cause of the accident.

### › 3. Farm Motor (continued)

#### Part 2: Legal liability

Cover for legal liability is only provided on Vehicles listed on Your Schedule where the cover type is either:

1. Comprehensive;
2. Fire, Theft and Third party;
3. Third party, only.

The Vehicle must be:

1. registered for use on a public road;
2. a towed Vehicle for which registration is not required by law; and
3. used for private use or in connection with Your Farming Business.

#### The cover

##### We will cover:

1. liability for damage to property as a result of an accident caused by the use of Your Vehicle;
2. legal costs and expenses, if We agree in writing to solicitors acting for any person covered in connection with a claim;
3. liability for Bodily Injury as a result of an accident caused by the use of Your Vehicle;
4. liability for the reasonable cost of cleaning up or preventing damage as a result of an accident caused by the use of Your Vehicle; and
5. liability for accidental damage to property caused by the use of Your Vehicle on a public road or public property, but only if the Vehicle is exempt from registration and is carrying a legal permit for such use.

##### We will not cover:

1. damage to any property owned by or in the care or control of a person covered under this policy;
2. liability for Bodily Injury which is required by law to be insured, whether such insurance is in force or not;
3. liability for Bodily Injury to You or the driver, or to anyone who lives with or has a Family or business relationship with You or the driver;
4. legal costs to defend criminal acts or fines for breaches of road traffic statutes;
5. any fines, or any punitive, exemplary or aggregated damages which a court awards against You or another person covered by this insurance;
6. Your legal liability under any contract, or if You have agreed to or accepted legal liability without Our agreement;
7. damage to any trailer or caravan being towed by Your Vehicle (other than as specifically covered under the additional benefit for trailers where Your Vehicle is for private use and the cover type is Comprehensive);
8. liability caused by vibration or the weight of Your Vehicle;
9. liability caused by excavation, drilling, spraying or suction when Your Vehicle is operating as a mechanical tool of trade; or
10. liability caused by operating Your Vehicle as a mobile crane to lift goods, except to load or unload Your Vehicle.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

#### Who is covered?

We will give this liability cover to You and:

1. any person in charge of Your Vehicle with Your permission;
2. any authorised passenger in or on Your Vehicle;
3. Australian governments, local governments or statutory bodies when Your Vehicle is used on their behalf; and
4. the legal representative of a deceased person who is covered under this cover.

› 3. Farm Motor (continued)

**Additional benefit – substitute Vehicle**

We will give You the same liability cover for any Vehicle which is:

1. a registered Vehicle;
2. not owned, leased, hired or otherwise provided by You; and
3. being used with the permission of both You and the Vehicle owner,

but only if the Vehicle is used because Your Vehicle is being repaired or serviced. No cover is provided for damage to the substitute Vehicle.

**The most We will pay**

The most We will pay during any one Period of Cover for liability under this policy is \$20,000,000.

**Exclusions**

The following exclusions apply to part 1 and part 2 of this Farm Motor cover.

This policy does not cover any Vehicle:

1. which has been modified from the manufacturer's original design or standard specifications unless We have agreed to the modification(s) in writing;
2. which is loaded or towing illegally, or is unsafe, but only if You should know about it, and only if it results in the accident happening; or
3. which forms part of Your stock in trade.

This policy does not cover any Vehicle used:

1. to carry passengers for payment;
2. to carry goods unlawfully;
3. for driving tuition for payment;
4. for any illegal purpose;
5. for any racing, trial, contest, stunt or experiment;
6. for hire or letting to others; or
7. to carry explosives or hazardous goods other than items and in quantities normally used in the course of the Farming Business.

This policy does not cover any person:

1. who does not have Your permission to be driving Your Vehicle;
2. who does not hold a licence required by law for driving Your Vehicle;
3. driving while unfit due to the influence of alcohol or any drug;
4. driving with an illegal amount of alcohol or any drug in their blood; or
5. who refuses to be legally tested for alcohol or any drug.

We will not refuse Your claim if You can satisfy Us that You had no reason to suspect that the person driving the Vehicle was unlicensed, inadequately licensed or affected by alcohol or drugs.

This policy does not pay for:

1. wear and tear, abuse, corrosion or depreciation;
2. the cost of repairing or replacing parts which have failed or broken down;
3. mechanical damage (other than by Fire) which is caused by the leaking, incorrect use or absence of oil or coolant;
4. tyre damage caused by punctures, cuts, bursting or braking;
5. subsequent damage or loss if You fail to provide adequate reasonable protection following an accident or Theft damage; or
6. consequential loss of any kind.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

### › 3. Farm Motor (continued)

#### Excess

The basic Excess is the amount shown on Your Schedule and is applied to every claim.

The following excesses apply in addition to the basic Excess.

#### Age Excess

If You make a claim for an accident where Your Vehicle was being driven by a driver under the age of 25, You must pay the age Excess shown on Your Schedule in addition to the basic Excess.

You do not have to pay the age Excess if the Vehicle was stolen or if the claim relates to windscreen or window glass damage.

#### Operating Excess

For some Vehicles Your Schedule will indicate that an Operating Excess applies. If at the time of an accident, Your Vehicle was operating, You must pay the operating Excess shown on Your Schedule in addition to the basic Excess and any age Excess which may apply.

#### Outside radius Excess

For some Vehicles, Your Schedule will indicate that a radius limit applies. If at the time of an accident, Your Vehicle was outside the radius, You must pay the outside radius Excess shown on Your Schedule in addition to basic Excess and any age Excess which may apply.

The radius limit is measured in a straight line from the Situation where the Vehicle is normally kept.

#### Tipping Excess

If You make a claim where loss or damage occurs while the Vehicle's tipping hoist or mechanism is partially or fully extended, the basic Excess will be doubled.

#### When You are not required to pay an Excess

You will not be required to pay an Excess provided all of the following criteria are met:

1. Your Vehicle is involved in a collision with another Vehicle; and
2. We agree that the driver of the other Vehicle was entirely at fault; and
3. You provide Us with the correct registration number of the other Vehicle, the name and address of the other driver and who they are insured with.

We will decide whether You contributed to the cause of the accident in Our sole and absolute discretion.

› 3. Farm Motor (continued)

### Repairs to Your Vehicle

#### Choice of repairer

In the event of a claim, You can suggest a repairer, or contact Us to suggest one for You. If We do not accept Your suggestion of repairer, You must co-operate with Us to select a repairer which is acceptable to Us.

#### Repair authority

Your Vehicle must be made available for Us to inspect. We will only accept responsibility for repairs which are carried out under Our signed authority.

If emergency repairs are carried out to make Your Vehicle drivable immediately after an accident, We will accept responsibility for the cost up to \$500.

#### Parts and accessories

If We are unable to repair the part, We may use new, recycled or reconditioned parts that meet the requirements of the Australian Design Rules. If such parts are not available or appropriate, parts from alternative sources may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part or accessory. In the event that any spare part or accessory cannot be obtained immediately, We may choose to pay You the value of the spare part or accessory (together with the reasonable charge for fitting) rather than supply the spare part or accessory.

We guarantee all materials and workmanship on repairs that We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

#### Contribution

Where We agree that the nature of damage to a Vehicle makes it is more practical to replace undamaged components of a Vehicle in addition to damaged part/s (for example an engine), You must pay any applicable contribution where the replacement of parts puts your Vehicle in a better condition than it was prior to it being damaged.

## › 4. Farm Liability

### Specific definitions

In this section there are words that have a special meaning which appear with a capital letter.

#### Tool of Trade

Means any Vehicle which has any tool, plant or equipment attached to it and which is used in connection with Your Farming Business. Tool of Trade does not mean any Vehicles whilst in transit to or from the Situation or any Vehicle used for transport or the carrying of goods.

#### You/Your/Yourself

In respect of the cover provided under this section, the definition on page 9 is extended to include any related entity.

### The cover

We will pay You or pay on Your behalf any amount which You become legally liable to pay as compensation for Personal Injury or Property Damage.

The Personal Injury or Property Damage must:

1. be caused by an Occurrence;
2. not be subject to claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction or the laws of the United States of America or the Dominion of Canada;
3. be in connection with Your Farming Business; or
4. be in connection with Farm Contracting providing the gross turnover from contracting does not exceed \$100,000 during the Period of Cover (unless agreed otherwise by Us in writing).

We have the right to defend any claim against You seeking compensation for Personal Injury or Property Damage. We will do this even if the allegations of the claim are groundless, false or fraudulent and We may investigate and settle any claim or suit accordingly.

We are not obliged to pay any claim, judgment or defend any suit after We have discharged Our liability under this policy.

### Defence costs

In the event of a claim and in addition to the Sum Insured, We will:

1. pay for all expenses incurred by Us;
2. pay all costs taxed against You in any suit defended by Us;
3. where the defence has been conducted by Us, pay all interest on the entire amount of any judgment which happens after the entry of the judgment and before We have paid, tendered or deposited in Court the portion of the judgment which is not greater than the limit of Our liability;
4. reimburse You all reasonable expenses, other than loss of earnings and the usual salaries of employees, incurred in connection with the defence of a claim or legal action with Our consent; and
5. pay the reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the *Health Insurance Act 1973* (Cth)).



› 4. Farm Liability (continued)

**The most We will pay**

The most We will pay for any claim or series of claims for Personal Injury or Property Damage caused by or arising from an Occurrence will not exceed the Sum Insured stated on Your Schedule, other than the cover provided for defence costs.

The most We will pay during any one Period of Cover for all claims arising out of Your Products will not exceed the Sum Insured, other than the cover provided for defence costs.

An Excess of \$500 applies to all claims for Property Damage.

**Exclusions**

Your policy does not cover:

**Aerial crop spraying**

Liability arising directly or indirectly out of any substance being applied by an Air Vessel to the land or anything growing on the land, unless otherwise stated on Your Schedule.

**Agreements**

Liability for Personal Injury or Property Damage assumed solely under an agreement unless the liability:

1. would have attached in the absence of the agreement;
2. is specifically agreed by Us in writing; or
3. is assumed by You under a warranty of fitness or quality, or is implied by law for Your Products.

**Air Vessel or watercraft**

Liability for Personal Injury or Property Damage resulting from Your ownership, maintenance, possession, operation, use or legal control of any:

1. Air Vessel (not including a UAV operated by You over Your Situation and used in accordance with the Civil Aviation Safety Authority (CASA) regulations Part 101 for Commercial unmanned flight - remotely piloted aircraft up to 25 kg);
2. Air Vessel landing area including any area on which Air Vessels land, take off, are housed, maintained or operated, unless the claim does not directly arise from such use; or
3. Watercraft greater than eight metres in length.

**Asbestos**

Liability for Personal Injury or Property Damage arising directly or indirectly from asbestos.

**Assault and battery**

Liability for Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction, unless reasonably necessary for the protection of people or property.

**Construction, additions or demolition**

Any claims arising directly or indirectly out of or in any way connected with the construction, erection, renovation, alteration or demolition of any building at the Situation where the total cost of the work exceeds \$500,000.

## ➤ 4. Farm Liability (continued)

### **Deliberately lit fires**

Liability for Personal Injury or Property Damage arising out of a Fire that has been deliberately lit by You or on Your behalf in breach of any law, regulation, by-law or ordinance.

### **Employer's liability (Workers Compensation)**

Any actual or alleged liability for Personal Injury to any employee if You are required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or

Any liability imposed:

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

### **You, Family and employees**

Damage to Property which belongs to You, a member of Your Family and/or Your employee(s).

Personal Injury to You or a member of Your Family.

### **Equestrian and horse riding**

Liability arising out of the conduct or hosting of any equestrian activities or third party horse riding activities in return for payment or reward. Organised horse riding events or competitions are also excluded.

### **Farm hosting activities**

Liability arising out of the supply of accommodation, meals and/or recreation activities to paying guests unless specified on Your Schedule.

No cover is provided for liability arising from any activity involving abseiling, aquaplaning, flying in any Air Vessel, motorcycling or quad biking, power boating, water skiing, rock climbing, mountaineering, horse riding or equestrian activity of any description.

### **Faulty workmanship**

Claims for the cost of performing, completing, correcting or improving any work done or carried out by You.

### **Fines or punitive damages**

Any indemnity for fines, penalties, punitive, exemplary or aggravated damages.

### **Horse riding incidental to agistment activities**

Liability arising directly or indirectly out of horse riding incidental to agistment activities where annual income generated from agistment activities is greater than \$10,000, unless specified otherwise in the Schedule.

### **Libel and slander**

Liability arising from the publishing or utterance of a libel or slander:

1. made before the Period of Cover;
2. made at Your direction with the knowledge of its falsity; or
3. relating to advertising, publishing or printing, broadcasting or telecasting activities conducted by You or on Your behalf.

## › 4. Farm Liability (continued)

### Loss of use

Liability arising from the loss of use of tangible property which has not been physically damaged, lost or destroyed resulting from:

1. a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
2. the failure of Your Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability.

### Motor vehicles

Liability for Personal Injury or Property Damage arising from Your ownership, possession, operation, use or legal control of any Vehicle:

1. which is registered;
2. where insurance is required by any legislation relating to Vehicles; and/or
3. which is otherwise insured for the same liability.

This exclusion does not apply to:

1. Vehicles being operated or used as a Tool of Trade; or
2. liability for Property Damage occurring at the Situation and resulting from the use of a registered Vehicle not owned, leased or rented by You but in Your physical or legal control; or
3. liability for Property Damage arising out of loading or unloading of goods from a Vehicle; or
4. liability for Property Damage or Personal Injury occurring from the use of mobile farm machinery and their implements or attachments which are connected with Your Farming Business which are being driven or operated:
  - a) on Your Situation; or
  - b) between Your Situations; or
  - c) within 50km of Your Situation, where You are:
    - i. working in connection with Your Farming Business; or
    - ii. taking delivery of a new farm machinery item; or
    - iii. travelling to or from a workshop for the service or repair of the farm

### Pollution

1. Liability for Personal Injury or Property Damage caused by or resulting directly or indirectly from the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater); and
2. Costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.

The above exclusion does not apply to pollution arising from an Occurrence which is the consequence of a sudden, identifiable, unexpected and unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property damage.

Our total liability during any one Period of Cover for all claims resulting from such contamination or pollution will not be greater than the Sum Insured specified in Your Schedule.

### Product recall or repair

Liability or damages resulting from the withdrawal, inspection, repair, replacement or loss of use of Your products.

## ➤ 4. Farm Liability (continued)

### Professional liability

The rendering of or failure to render professional advice or service by You, or an error or omission connected with such professional advice or service.

This exclusion does not apply to the rendering or failure to render professional medical advice by medical people employed by You to provide first aid and other medical services at the Situation.

### Property in physical or legal control

Property damage to:

1. property which is owned by You; or
2. property which is leased or rented by You to a third party; or
3. property in Your physical or legal control.

This exclusion does not apply to liability for Property Damage to:

1. premises (including landlords fixtures and fittings) which are leased or rented to You;
2. Vehicles (not belonging to or used on Your behalf) in Your physical or legal control where the Property Damage Occurs while any Vehicle is in a car park owned or operated by You; or
3. any property in Your physical or legal control that is not under lease or rental agreement. The most We will pay under this clause (3) for any Occurrence and in the aggregate during any one Period of Cover is \$200,000. The most We will pay for any one animal is \$10,000.

### Stockfeed

Liability arising directly or indirectly out of the manufacture or processing of animal feed, not including hay, silage or unprocessed grain.

### Treatment

Liability arising directly or indirectly from:

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

except as specifically provided under the exclusion for Professional liability.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

### Basis of Settlement

#### Cross liability (More than one insured)

Where there is more than one entity to insure, each entity will be considered a separate insured. The terms You or Your will be applied as if a separate policy had been issued to each separate entity.

This condition only applies if nothing in the clause increased Our liability for any Occurrence or Period of Cover.

#### Discharge of liability

We may at any time pay to You, in respect of all claims against You arising from an Occurrence, the balance of the Sum Insured or any smaller amount for which the claim(s) can be settled. If We do this, We will surrender any conduct or control and be under no further liability under this policy other than costs, charges and expenses which are:

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

› 4. Farm Liability (continued)

**Additional benefit - 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:

1. the landing area does not comply with all the relevant regulations, statutes and by-laws in force, and
2. you operate the landing area for financial gain/benefit.

**Optional benefit – Aerial crop spraying**

This optional benefit only applies if Your Schedule shows that cover is provided for aerial crop spraying.

Despite the exclusion for aerial crop spraying, cover is extended to cover liability for Property Damage which arises out of any aerial spraying application conducted by a licensed aerial spray contractor engaged by You or on Your behalf, provided that:

1. any Air Vessel used is not owned nor operated by You, Your employees or in Your physical or legal care, custody or control;
2. You or Your employees do not perform the aerial spraying application; and
3. You neither own nor operate the aerial spray business.

Our liability under this optional benefit is limited to \$500,000 during any one Period of Cover.

An Excess of \$5,000 applies to each claim.

**Optional benefit – Milk tanker contamination**

This optional benefit only applies if Your Schedule shows that cover is provided for milk tanker contamination.

We will cover Your liability arising out of contamination of milk contained in a milk tanker due to the introduction of Your contaminated milk.

We will cover You for accidental or malicious contamination or pollution arising from:

1. cleaning materials, cleaning fluids, antibiotics or pharmaceuticals used in the milking shed or dairy; or
2. introduction of any foreign matter (other than bacteria).

Our liability under this optional benefit is limited to \$25,000 during any one Period of Cover.

An Excess of \$250 applies to each claim.

## 5. Land Transit

### Specific definitions

In this section there are words that have special meaning which appear with a capital letter.

Farm Contents, Farm Machinery and Harvested Crops or Produce have the same meaning as that provided in Section 2 Farm Property and Machinery on pages 27-30.

### The cover

We will cover Your insured property while in Transit anywhere in Australia against physical loss damage or destruction caused by an Insured Event listed below.

INSURED PROPERTY	INSURED EVENTS
<ol style="list-style-type: none"><li>1. Harvested Crops or Produce;</li><li>2. Vehicles;</li><li>3. Farm Contents; and</li><li>4. Farm Machinery</li></ol> used in Your Farming Business.	We will cover You against loss or damage caused by: <ol style="list-style-type: none"><li>1. Fire;</li><li>2. Flood; or</li><li>3. Collision or Overturning.</li></ol>
<ol style="list-style-type: none"><li>1. livestock.</li></ol>	We will cover You against death of Your insured livestock caused by: <ol style="list-style-type: none"><li>1. Fire;</li><li>2. Flood; or</li><li>3. Collision or Overturning.</li></ol> We will also cover any loss caused by the slaughter or destruction of livestock for humane reasons following injury caused by an insured peril.

Cover begins when the insured property is moved for loading onto the carrying Vehicle. The cover continues while the insured property is in Transit and ends when the insured property is unloaded from the carrying Vehicle at the final destination.

All claims will be settled in accordance with the basis of settlement.

### Additional benefits

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

### Incidental storage

If incidental storage of the insured property is required during Transit, We will cover You against physical loss or damage caused by one of the following Insured Events:

1. Aircraft;
2. Earthquake;
3. Fire/lightning;
4. Impact; and
5. Wind and water.

The cover provided by each of the Insured Events is explained in the Common Section on pages 10-12.

The insured property must be kept in a soundly constructed shed or silo and the time spent in storage must not be more than 30 days.

## › 5. Land Transit (continued)

### Removal of debris

If We pay or agree to pay a claim under this cover, We will also pay the cost of removing, cleaning or disposing of the damaged insured property providing these costs are not covered by any other policy.

This additional benefit is in addition to the Sum Insured but is limited to \$2,000 for any one Occurrence.

### Exclusions

We will not cover You for any loss or damage which is directly or indirectly caused by the conveying Vehicle being:

1. used to carry a load greater than for which it was designed;
2. driven in an unsafe or unroadworthy condition;
3. driven for any unlawful purpose;
4. driven by a person who is unlicensed or inadequately licensed;
5. driven by a person who is unfit due to the influence of alcohol or any drug;
6. driven by a person with an illegal amount of alcohol or any drug in their blood; or
7. driven by a person who refuses to be legally tested for alcohol or any drug.

We will not refuse Your claim if You can satisfy Us that You had no reason to suspect that the person driving the conveying Vehicle was unlicensed, inadequately licensed or affected by alcohol or drugs.

No cover is provided for:

1. self propelled agricultural machinery or Vehicles unless they are being carried by a conveying Vehicle in Transit;
2. unexplained inventory shortages;
3. loss of use of property insured or consequential loss however caused; or
4. household goods, household furniture, money or personal effects.

### Basis of Settlement

For property insured other than livestock, We will at Our option repair, reinstate or replace the lost or damaged item.

For Livestock, We will pay You the market value of the livestock (being farm gate value of the animal at the time of loss) multiplied by the quantity of livestock lost or destroyed.

### The most We will pay

Unless Your Sum Insured has been reinstated and unless otherwise indicated in this section, the most We will pay for any claim is the Sum Insured shown on Your Schedule.

Refer to page 13 of the Common Section for details of the reinstatement of Sum Insured provisions.

### Specific limits

#### Livestock

The most We will pay for any one animal is \$2,000.

#### Excess

The Excess shown on Your Schedule for Land Transit applies to each claim.

## Optional benefits – Accidental damage

This optional benefit only applies if Your Schedule shows that cover is provided for accidental damage.

We will cover You for physical loss or damage to:

1. harvested crops and produce;
2. Vehicles;
3. farm supplies and consumables;
4. plant, tools and equipment; and
5. farm machinery

used in Your Farming Business, while they are being loaded, unloaded or in Transit anywhere in Australia on a carrying Vehicle owned by You or a carrier.

Under this optional benefit, no cover is provided for loss or damage:

1. to livestock;
2. caused directly or indirectly by any breakdown or failure of any temperature controlled equipment;
3. due to ordinary wear and tear of the insured property;
4. due to any gradual loss of grain, including loss due to the failure of a tailgate or any other mechanism allowing the escape of grain from a bin or Vehicle; or
5. caused by the incorrect or inadequate packing of the insured property.



## › 6. Farm Theft

### Specific definitions

In this section there are words that have a special meaning which appear with a capital letter.

Farm Contents, Farm Buildings, Livestock, Other Structures, Shelters, Specified Farm Machinery or General Property have the same meaning as that provided in Section 2 Farm Property and Machinery on pages 27 – 30.

### The cover

We will cover You for theft of items You have insured under Section 2 Farm Property and Machinery (excluding General Property) up to the limits shown in Your Schedule.

The Theft must Occur within Australia.

### Additional benefits

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

The cover provided under these additional benefits is in addition to the Sum Insured for Theft.

#### Damage to Farm Buildings

This additional benefit covers any reasonable costs to repair damage to Your Farm Buildings caused by Theft or attempted Theft.

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

#### Employee personal effects and tools

We will pay for damage to or loss of employee's personal effects or tools, which occurs as a result of theft or attempted theft following forcible entry at the Situation.

The most We will pay under this additional benefit is \$2,000 during any one Period of Cover.

#### Replacement of keys and locks

If a key to an external door or window of Your Farm Building is stolen from the Situation, We will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of a similar make or model.

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

#### Temporary protection

This additional benefit covers any reasonable costs for temporary boarding up or other protection which is necessary to safeguard Your property following an event for which We have paid a claim under this coverage section.

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

## ➤ 6. Farm Theft (continued)

### Exclusions

This policy does not cover:

1. loss, damage or destruction caused by Theft or attempted Theft if the Situation has been unoccupied for 60 consecutive days or longer;
2. Theft by people who live at the Situation, or have entered it with Your permission or the permission of a person who lives at the Situation (unless the permission was obtained fraudulently);
3. Theft by an employee (or a number of employees acting together) or any individual deemed an employee at common law;
4. money, stamps, credit or cash cards or negotiable instruments, except as described under the optional benefit for money;
5. Domestic Contents;
6. unexplained inventory shortages or disappearances resulting from a clerical or accounting error;
7. Theft of tobacco or tobacco products; or
8. consequential loss of any kind.

You should also refer to the General exclusions which apply to covers under this policy on page 13.

### Basis of Settlement

#### Farm Contents, Farm Buildings, Other Structures, Fencing and Trellising, and Shelters

In the event of a claim under this cover, at Our option We will do one of the following:

1. pay You the Sum Insured shown on Your Schedule for the insured property item under Section 2 Farm Property and Machinery;
2. repair or replace the insured property, taking into account fair wear and tear, depreciation and improvement; or
3. pay You the cost of repair or replacement.

#### Farm Machinery

For Farm Machinery, at Our option We will do one of the following:

1. repair Your machinery; or
2. pay You the reasonable cost of repairing Your machinery; or
3. pay You the market value of Your machinery of the Sum Insured under Section 2 Farm property and Machinery (whichever is the lesser).

The Farm Machinery Sum Insured is inclusive of all accessories.

If Your machinery is declared a total loss, We may exercise Our option to retain any salvage, including accessories.

If We do not exercise Our option, We will not have any obligation to remove such salvage.

#### Livestock

For Livestock, We will pay You the farm gate value of the Livestock (per Basis of Settlement in Section 2, Farm Property and Machinery) multiplied by the quantity of Livestock stolen.

#### Harvested Crops or Produce and Working Dogs

We will pay the market value of the insured property item, but limited to the Sum Insured for the insured property item shown on Your Schedule under Section 2 Farm Property and Machinery.

› 6. Farm Theft (continued)

**Optional benefit – Theft of money**

This optional benefit only applies if Your Schedule shows that cover is provided for Theft of money.

**The cover**

This optional benefit covers the Theft of money while at the Situation or while in Transit to or from the Situation and any saleyard, market or bank where You would normally do business. The money must be in Your custody or in the custody of someone authorised by You.

**Exclusions**

This policy does not cover the loss of money:

1. due to shortages resulting from clerical or accounting errors or due to errors in receiving or paying out;
2. not discovered within three days of the loss;
3. from an unattended Vehicle;
4. which is the responsibility of or in the possession of professional money carriers or common carriers;
5. due to consequential loss of any kind;
6. resulting from Theft by a member of Your Family or any person employed by You (or a number of employees acting together); or
7. covered under a domestic policy.

In the event of a claim, We will pay You the actual amount of money which was stolen, limited to the Sum Insured listed on Your Schedule for money.

**The most We will pay**

The most We will pay for all claims under the Theft section during any one Period of Cover is the Sum Insured for Theft listed on your Schedule plus any amount payable under the additional benefits section of this cover.

Refer to page 13 of the Common section for details of the reinstatement of Sum Insured provisions and definition of Theft.

**Farm Contents, Farm Buildings, Other Structures, Harvested Crops or Produce, Shelters and Working Dogs**

For Farm Contents, Farm Buildings, Other Structures, Harvested Crops or Produce, Shelters and Working Dogs, the most We will pay is the Sum Insured specified for the item under Section Two Farm Property and Machinery or the Sum Insured for Theft, whichever is the lesser.

**Specified Farm Machinery**

Unless insured separately as Specified Farm Machinery under Theft in Your Schedule, the most We will pay for any one claim for any item insured as Specified Farm Machinery is \$10,000.

**Livestock**

Unless insured separately as Livestock under Theft in Your Schedule, the most We will pay is \$2,000 per animal and unless agreed by Us in writing, the most We will pay any one claim is \$5,000.

**Unspecified Farm Machinery**

Unless insured separately as Unspecified Farm Machinery under Theft in Your Schedule, the most We will pay for any one claim for any item insured as Unspecified Farm Machinery is \$5,000.

General Property includes Theft as an Insured Event under the Farm Property and Machinery section.

**Excess**

The Excess shown on Your Schedule applies to each claim.

## ➤ 7. Machinery Breakdown

### The cover

We will cover Machinery which is listed on Your Schedule against Breakdown which happens at the Situation during the Period of Cover.

All claims will be settled in accordance with the basis of settlement.

### Additional benefits

Unless specified otherwise in the additional benefits below, all limits are included in, not in addition to the Sum Insured.

#### Additional Machinery

If You permanently replace Machinery or purchase new Machinery which is similar to other Machinery covered under this coverage section, We will cover that Machinery from the time of purchase for a period of 30 days.

You must provide Us with full details of the replacement or new Machinery within 30 days of the purchase and pay any additional premium We require.

This additional benefit only applies to Machinery with a purchase price of up to \$10,000.

#### Costs of Removing and Reinstalling Submersible Pumps

If We have accepted a claim for Breakdown with Your submersible pump, We will also cover the reasonable cost of removing or reinstalling motor and/or pump units from bores. This additional benefit only applies if the bore is fully lined.

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

#### Electronic data

Where We have paid a claim under this cover, We will also pay the reasonable cost of restoring electronic files, data and software programs installed on Your Machinery. We will not pay for upgrades of software programs or where software programs have not been previously installed.

Unless specified otherwise, the most We will pay during the Period of Cover for this additional benefit is \$5,000, providing the Sum Insured for Your Machinery item is not otherwise exhausted. The additional benefit amount is included in, not in addition to the Sum Insured.

#### Hiring of temporary plant

If We have accepted a claim for Breakdown, We will also cover the reasonable cost to hire a similar motor or pump during the time taken to repair the motor or pump due to the Breakdown.

This additional benefit is in addition to the Sum Insured and is limited to \$500 during any one Period of Cover.

#### Removal of debris

Where We have paid a claim under this cover, We will also pay the reasonable cost to remove and dispose of debris.

This additional benefit is in addition to the Sum Insured and is limited to \$500 during any one Period of Cover.

#### Temporary repairs

Where Machinery has suffered a Breakdown and We have agreed to pay Your claim, We will also cover the cost of any temporary repairs which have been incurred to prevent further loss or damage. Any damaged items or physical evidence must not be removed and must be made available to Us if We request it.

This additional benefit is in addition to the Sum Insured and is limited to \$500 during any one Period of Cover.

› 7. Machinery Breakdown (continued)

**Exclusions**

This policy does not cover:

1. any of the following Insured Events. The meaning of these Insured Events is shown in the table on pages 10-12 of the Common Section. Anything listed under what is not covered in the table on pages 10-12 is also excluded under this coverage section.
  - a. Aircraft;
  - b. Earthquake;
  - c. Fire/lightning;
  - d. Impact;
  - e. Leakage of liquids;
  - f. Malicious Act(s);
  - g. Theft; or
  - h. Wind and water.
2. domestic pumps;
3. mobile phones, PDA's or domestic computers;
4. chemical explosion;
5. any defect which You or an employee knew about or should reasonably have known about at the time of loss, damage or destruction;
6. loss, damage or destruction that is recoverable under a warranty, guarantee, maintenance, service or leasing agreement;
7. repairing wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration;
8. preventative maintenance, routine adjustment or cleaning;
9. alteration, addition, improvement, overhaul or non essential repair;
10. repairing or replacing scratched, painted or polished surfaces;
11. repairing or replacing any belt, rope, wire, chain, tyre, filter, refrigerant dryer, fuse, electric heating element, electrical contact, thermostat, thermostatic expansion valve, gland packing, seal, cutting blade, die, refractory material, glass porcelain or ceramic component (other than used as electrical insulation), lubricant, fuel or operating medium;
12. testing which involves imposing abnormal conditions, intentional overloading or experiments of any kind;
13. lighting equipment, reticulated electrical wiring and sub-distribution switchboards, reticulated liquid and gas piping or ducting;
14. storage tanks or vats (other than milk vats) or vessels containing explosive gases;
15. self propelled agricultural machinery, Vehicles, Air Vessel or watercraft;
16. lifts, escalators;
17. coin or card operated machines;
18. consequential loss of any kind; or
19. electronic files, media, data or software programs unless covered under the additional benefit for electronic data.

We will not pay:

1. international freight charges (unless the costs are incurred with Our agreement); or
2. costs due to the modification or replacement of Machinery due to any legal requirement relating to the use of refrigerant gases. This exclusion applies regardless of whether a Breakdown has occurred.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

## ➤ 7. Machinery Breakdown (continued)

### Conditions

If You do not follow these conditions, We may reduce any claim by an amount that fairly represents the extent to which Our interests have been disadvantaged.

### Installation and certification

You must fulfil all relevant provisions for installation and certification of the Machinery and it must be in sound working order without any material defects. You must also ensure compliance with any relevant manufacturer's instructions including servicing requirements.

### Obsolete equipment

If components or manufacturer's specifications are no longer available because they are obsolete, at Our option We will pay:

1. the actual value of the items (taking into account wear, tear and depreciation) immediately before the loss occurred; or
2. the cost which would have been incurred if the components or manufacturer's specifications had still been available,

whichever is the lesser.

### Basis of Settlement

At Our option, We will pay the lesser of:

1. the reasonable cost to repair or replace the Machinery; or
2. the retail cost of the item as new.

We will not pay the cost of any alterations, additions, improvements, modifications or overhauls.

### The most We will pay

Unless Your Sum Insured has been reinstated and unless otherwise indicated in this section, the most We will pay for any claim is the Sum Insured shown on Your Schedule.

Refer to page 13 of the Common Section for details of the reinstatement of Sum Insured provisions.

### Specific limits

#### Blanket Cover and Dairy Plant

The most We will pay for any one Occurrence is the Sum Insured listed on Your Schedule for Blanket Cover or Dairy Plant.

#### Specified Farm Machinery

Where a Sum Insured is provided for a number of similar items (for example, 'above ground electric motors and pumps, 30kW-50kW'), the Sum Insured per item will be the Sum Insured listed on Your Schedule for the Specified Farm Machinery items divided by the number of similar items at the Situation at the time of the Occurrence.

Where a Sum Insured is provided for one individually identified item, the most We will pay for any one Occurrence is the Sum Insured listed on the Schedule for that item.

## › 7. Machinery Breakdown (continued)

### Excess

A base Excess shown in Your Schedule for specified Machinery will apply to each Breakdown.

Where a repairer is required to travel more than 100 kilometres, the Excess will be increased as follows:

DISTANCE TRAVELLED (ONE WAY)	ADDITIONAL EXCESS
100-250km	\$150
250-500km	\$250
Over 500km	\$400

### Optional benefit – Deterioration of refrigerated goods

This optional benefit only applies if Your Schedule shows that cover is provided for deterioration of refrigerated goods.

#### The cover

This optional benefit covers loss or deterioration of refrigerated goods due to the rise or fall in temperature of a temperature controlled chamber as a direct result of:

1. the failure of the public electricity supply to the Situation due to accidental damage;
2. Machinery Breakdown of refrigeration covered under this section; or
3. the failure of thermostats, pressure controls or other limiting devices (not including loss due to the manual operation of controls).

We will also cover the loss or damage to refrigerated goods caused by contamination resulting from the escape of refrigerant or liquid into the refrigeration chamber.

#### Exclusions

This optional benefit does not cover:

1. loss or damage due to incorrect storage or the collapse of packing materials;
2. loss or damage due to disease, shrinkage or inherent defect;
3. loss or damage caused by the failure of the electricity supply due to:
  - a. any deliberate act of the public electricity supply authority;
  - b. Earthquake; or
  - c. shortage of fuel or water.
4. consequential loss of any kind; or
5. Malicious Act(s).

The meaning of Earthquake and Malicious Act(s) is shown in the Insured Events table in the Common Section on pages 10-12.

#### Basis of Settlement

For claims under this optional benefit, We will pay the amount You would have received by the sale of the goods at the time of the Occurrence, less any residual market value of any salvage.

#### The most We will pay

Unless the Sum Insured for this optional benefit has been reinstated, the most We will pay under this optional benefit during any one Period of Cover is \$5,000 or the amount shown on Your Schedule.

The Excess shown in Your Schedule for this optional benefit applies per claim.



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