



## > Farm Contractors Pack

Product Disclosure Statement

RACF0520

## › Thankyou

### **For choosing to insure 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 May 2020

Rural Affinity Insurance Agency Pty Ltd

ABN 72 119 838 854 AFS Licence No. 302182

This insurance is issued by Great Lakes Insurance SE  
trading as Great Lakes Australia

(ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603)

## > 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 insurance.

You should read this entire PDS carefully to ensure that this 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. Rural Affinity arranges policies for and on behalf the Insurer. Rural Affinity acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. In everything to do with this Policy, Rural Affinity acts as an agent for the Insurer and not for You.

The contact details for Rural Affinity are:  
Level 4, 657 Pacific Highway, St Leonards NSW 2065  
PO Box 160, St Leonards NSW 1590  
T (02) 9496 9300 | [www.ruralaffinity.com.au](http://www.ruralaffinity.com.au)

### Who is the Insurer?

This insurance policy is underwritten and issued by Great Lakes Australia Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as 'Great Lakes Australia'. More information regarding the insurer can be found on our website at [www.ruralaffinity.com.au/about-the-insurer](http://www.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:

- this PDS You are reading now; and
- Your Schedule.

### 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 everything that You know, or could reasonably be expected to know, that 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. 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 Period of Cover.

### 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.

› 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. General Property</b>	Covers Insured Property against physical loss, damage, destruction or theft.	Page 11
<b>2. Motor</b>	This covers Your Vehicles and towed implements and the liability arising from the use of Your Vehicles or towed implements. It is separated into two parts:  <b>Part 1</b> covers physical loss or damage to Your Vehicles. The cover is for either: 1. accidental loss or damage; or 2. Fire and Theft.  <b>Part 2</b> covers legal liability arising from the use of Your Vehicle.	Page 14
<b>3. Legal Liability</b>	This covers amounts for which You are legally liable to pay to third parties for Personal Injury or Property Damage.	Page 22

**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 General Property covers, these factors include the Sum Insured, the type of Insured Property, location and the Excess selected.

For Motor cover, these factors include the make, model and age 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 Insurance. 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.

## › General information (continued)

### 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:

- the standard or basic Excess amount;
- any applicable voluntary Excess; and
- any additional Excess that may apply.

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.

## 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) and the insurer’s Privacy Policy and Privacy Statement at [www.munichre.com/gla/en/about-us.html](http://www.munichre.com/gla/en/about-us.html).



› General information (continued)

### General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice ('the Code'). The Code aims to raise standards of service between insurers and their customers. Rural Affinity's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact Us or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Dispute resolution

Any complaints about Our products or services are taken seriously by Us and Rural Affinity and will be dealt with fairly and promptly.

If You have a complaint please first try to resolve it by speaking to the relevant member of the Rural Affinity staff. Rural Affinity can assist by referring the matter to their Internal Dispute Resolution Officer.

You can contact Rural Affinity by:

Phone: (02) 9496 9300

Fax: (02) 9496 9308

Email: [disputes@ruralaffinity.com.au](mailto:disputes@ruralaffinity.com.au)

Mail: Internal Disputes Resolution Officer, Rural Affinity  
PO Box 160, St Leonards NSW 1590

If Rural Affinity require additional information, they will contact You to discuss. If Your complaint is not immediately resolved Rural Affinity will respond within 15 business days of receipt of Your complaint or agree a reasonable alternative timetable with You.

If You are not satisfied with the resolution offered by Rural Affinity's Internal Dispute Resolution Officer, Your complaint will be referred to the Dispute Resolution officer or their delegate at Great Lakes Australia.

You can also contact Great Lakes Australia by:

Email: [disputes@gla.com.au](mailto:disputes@gla.com.au)

Mail: Disputes Resolution Officer, Great Lakes Australia  
PO Box H35, Australia Square NSW 1215

If We are unable to resolve Your complaint within 45 days of the date We first received Your complaint or if You remain unsatisfied, You can/may be able to seek a free review by the Australian Financial Complaints Authority (AFCA). The AFCA is an independent national body and, if the dispute is within its jurisdiction, We agree to accept its decision.

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

Phone: 1800 931 678

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

Mail: GPO Box 3, Melbourne, VIC, 3001

Further details regarding Our complaints process are available on request.

## › General information (continued)

### Financial Claims Scheme

In the event of the insolvency of GLA, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

### 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.

### 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 the premium for any headers, pickers or equipment used on seasonal basis 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.

› General information (continued)

**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

### 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, aerial devices, hovercraft, craft or thing designed to transport people or property in or through air or space.

#### 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, the Excesses will not be added together. Only the highest single Excess will apply under each section of cover (e.g. a Section is General Property, Motor or Liability). Under the Farm Motor section of cover the Excess for a Vehicle is the basic Excess plus any additional Excesses which are applicable.

#### 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 the farm contracting services shown on Your schedule and which are provided to others by You.

#### 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 Property

Means tools, equipment, supplies, consumables and materials for use in Your Farm Contracting business.

#### 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.

› Policy Wording (continued)

**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.

**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.

**Tool of Trade**

Means any Vehicle which has any tool, plant or equipment attached to it and which is used in connection with Your Farm Contracting 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.

**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 for non-standard fitted accessories, including fitted equipment belonging to Your employees; and
3. any additional fitted equipment noted on Your Schedule.

Vehicles also includes items of machinery and towed implements which are listed on the 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.

**We/Us/Our**

Means Rural Affinity acting under a binding authority given to it by the Insurer.

## › Policy Wording (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.

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

› Policy Wording (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, theft, 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 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. General Property

### The Cover

We will cover Insured Property or items specified on Your Schedule which are lost, damaged or destroyed as a result of accidental damage or theft. The Insured Property must belong to You or be in Your physical or legal control. Cover is provided anywhere in Australia.

### Basis of settlement

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 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.

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.

### 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 item. 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.

### What is not covered

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

1. dishonest acts by You, Your directors, partners, employees or any member of your Family;
2. any process involving the application of heat. If it results in a fire, We will only cover the damage which was caused directly by the fire;
3. a tsunami, tidal wave or Flood;
4. chemicals which are dropped from an Air Vessel or other aerial device;
5. unexplained inventory shortages or disappearances resulting from clerical or accounting errors;
6. the failure of water, gas, electric or fuel supply;
7. consequential loss of any kind;
8. a rise in temperature within a purpose built container caused by the failure to maintain the supply of liquid nitrogen to that container;
9. tree roots, including any resultant damage;
10. any animal, insect or bird;
11. loss of weight or protein;
12. mildew, mould, wet or dry rot;
13. change in colour, flavour, texture or finish;
14. contamination, evaporation, pollution, smut or smoke from industrial operations;
15. dampness of atmosphere;
16. sudden variation in atmospheric condition;



› 1. General Property (continued)

17. disease, virus or bacteria;
18. latent defect or inherent vice;
19. any manufacturing process;
20. adjusting, testing or servicing operations;
21. normal settling, seepage, shrinkage or expansion of building walls, pavements etc;
22. structural defects, faulty workmanship or materials;
23. defective design, formula, specification, plan or pattern;
24. wear and tear, fading, rust, corrosion, oxidation or gradual deterioration;
25. exposure to light or darkness;
26. scratching, splitting, tearing or marring;
27. fraud;
28. data processing or media failure, breakdown or malfunction of the processing system, including operator error or omission;
29. lack of maintenance; or
30. mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device; or
31. damage to support structures (including foundations) as a result of demolition or construction.

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

1. Vehicles, towed implements, watercraft or Air Vessels, including their accessories;
2. items of a domestic nature, including clothing or personal items;
3. money, securities, stamps, jewellery, precious metals, furs, bullion and precious stones;
4. any curio or work of art;
5. tools, equipment, supplies, consumables, materials or items which are damaged or destroyed by wind or water while not contained in an enclosed vehicle, soundly constructed building or structure, unless it was designed to operate in the open air;
6. any electrical appliance or device (including wiring) caused by artificially generated electric current. If it results in a fire, We will only cover the damage which was caused directly by the fire;
7. 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;
8. semen or embryos; or
9. an item where the loss is recoverable under the terms of a warranty, guarantee, maintenance, service or leasing agreement.

No cover is provided for loss, damage or destruction which is directly or indirectly caused by a carrying Vehicle being:

1. used to carry a load greater than for what it was designed;
2. driven in an unsafe or unroadworthy condition;
3. driven in any unlawful purpose;
4. driven by a person who is unlicensed or inadequately licenced;
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.

You should also refer to the General exclusions which apply to all covers under this policy on page 9.

## ➤ 1. General Property (continued)

### Excess

The Excess shown on Your Schedule applies to each claims Occurrence.

### The most We will pay

The most We will pay during any one Period of Cover for accidental damage or theft 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 Contracting business 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 accidental damage or theft and paid or accepted as a claim under the General Property section; or
2. incurred as a direct result of loss, damage, destruction or theft and paid or accepted as a claim under the Motor section for a tractor, harvester, baler, sprayer or seeder/planter.

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 Contracting business.

#### 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 \$5,000 during the Period of Cover.

#### The most We will pay

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

We will not pay a claim under this optional benefit if the Farm Contracting 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.

### Excess

The Excess shown on Your Schedule applies to each claim for this optional benefit.

## › 2. Motor

This cover is separated into two parts.

Part 1 covers physical loss, damage or destruction to Your Vehicle(s) and/or a third party vehicle. 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

#### Passenger Vehicles and Utes

If Your Vehicle is insured under Passenger Vehicles and Utes 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.

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.

## › 2. Motor (continued)

### New Vehicle

If Your Vehicle is:

- listed on Your Schedule under Passenger Vehicles and Utes;
- purchased new by You;
- You are the first registered owner;
- it is damaged beyond repair or stolen and not recovered within two years of manufacture and before it has travelled 60,000 kilometres; and
- We agree to pay the claim, then, We will either:
  - replace it with a new Vehicle of the same make and model; or
  - 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.

### Commercial Motor

If Your Vehicle is insured as Commercial Motor on Your Schedule, at Our option, We will:

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- 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
- 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.

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

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:

- necessary travel to return You and Your Family to Your usual place of residence; and
- 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 or Your employees personal effects if they are contained in the boot or inside Your Vehicle and they are:

- stolen, but only if the Vehicle was securely locked at the time of the theft; or
- damaged by fire, collision or overturning of Your Vehicle.

Personal effects do not include:

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

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

› 2. 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 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.

**Rental Vehicle following theft**

If Your Vehicle is insured under Private Motor on Your Schedule and it is stolen, We will reimburse You for the reasonable cost of providing a rental Vehicle:

- until Your Vehicle is recovered undamaged and You have been told its location;
- until Your Vehicle is recovered and the damage is repaired;
- until We settle Your claim; or
- for a maximum of 14 days, whichever happens first.

We will not pay for:

- a rental Vehicle unless it has been arranged or approved by Us;
- the cost of fuel used during the rental period; or
- 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.

**Replacement 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.

**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.

## › 2. Motor (continued)

### Optional benefit

#### Excess free windscreen or window glass

If 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:

- theft; and/or
- fire.

### Basis of Settlement

#### Passenger Vehicles and Utes

If Your Vehicle is insured as Passenger Vehicles and Utes at Our option, We will:

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- pay You the market value of Your Vehicle if Your Schedule shows that cover is for market value; or
- 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.

#### Commercial Motor

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

- repair Your Vehicle; or
- pay You the reasonable cost of repairing Your Vehicle; or
- 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
- 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

#### 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.

## › 2. 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:

- Comprehensive;
- Fire, Theft and Third party; or
- Third party, only.

The Vehicle must be:

- registered for use on a public road; or
- a towed Vehicle for which registration is not required by law; and
- used for private use or in connection with Your Farm Contracting 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 9.

### 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.

## › 2. Motor (continued)

### Additional benefit – substitute Vehicle

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

- a registered Vehicle;
- not owned, leased, hired or otherwise provided by You; and
- 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 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. This exclusion will not apply if the modification did not contribute to the loss or damage;
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 Contracting 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 9.



## › 2. 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.

## 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.

## › 2. Motor (continued)

### 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.

## › 3. Liability

### 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 Farm Contracting business; or

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)).

### 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.

## › 3. Liability (continued)

### 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 where the total cost of the work exceeds \$25,000.

### 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 equestrian activities or horse riding activities.

### Faulty workmanship

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

### › 3. Liability (continued)

#### Fines or punitive damages

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

#### Hazardous Activities

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.

#### 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.

#### 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 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.

#### 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.

## › 3. 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 of 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 9.

### 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.





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