

Product Disclosure Statement (PDS) and Policy Wording

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Table of Contents

1 HOW TO READ THIS PRODUCT DISCLOSURE STATEMENT

- 1 What is a Product Disclosure Statement or PDS?
- 1 About your insurance policy
- 1 About this Product Disclosure Statement and Policy Wording

2 PART A – IMPORTANT INFORMATION

- 2 About the Insurer
- 2 About Ag Guard
- 2 Your duty to take reasonable care not to make a misrepresentation
- 2 General advice only
- 2 Questions
- 2 Choice of covers
- 3 Your sum insured may not be adequate
- 3 This product may not match your expectations
- 3 Cooling-off period
- 3 Cancellation after the cooling-off period
- 3 The cost of the policy
- 3 Annual premium
- 3 Instalment payments
- 3 At renewal
- 4 What happens if you don't pay on time
- 4 Adjustment of premium on renewal
- 4 Is an excess payable
- 4 The General Insurance Code of Practice and Financial Claims Scheme
 - 4 General Insurance Code of Practice
 - 4 Financial Claims Scheme
- 4 Privacy
 - 4 Ag Guard
 - 5 QBE
- 5 Complaints about privacy
- 5 Resolving complaints and disputes
 - 5 Complaints
 - 5 More information

6 PART B – POLICY SUMMARY

7 PART C – INFORMATION FOR SOME POLICYHOLDERS

- 7 How various factors may affect your premium for Section 1 – Home Property
- 7 How various factors may affect your premium for Section 3 – Motor Vehicles

8 PART D – POLICY WORDING

8 Section 1 – Home Property

8 Part A – Home Buildings and Home Contents

- 8 Home buildings – What you are covered for
- 8 Home contents – What you are covered for

- 12 What we pay
 - 12 Home Buildings
 - 12 Reinstatement or replacement value
 - 13 Indemnity value

13 Home Contents claims

13 Maximum amounts we will pay

- 13 Home Buildings
- 13 Home Contents
- 14 Excess
- 14 Additional Benefits (applying to Part A of Section 1)
- 21 Optional Benefits (apply to Part A of Section 1)
- 21 What we will not pay for under Part A – Home Buildings and Home Contents

23 Part B – Portable Effects

- 23 What we cover
 - 23 Unspecified Portable Effects
 - 23 Specified Portable Effects

24 How we will pay your claim under Section 1 – Part B (Portable Effects)

24 What is not covered under Section 1 – Part B

- 25 Specific Conditions (applying to Section 1)
- 25 Excess

26 Specific Definitions in Section 1

27	Section 2 – Farm Property	51	Section 4 – Theft (Farm Property)
27	PART A – Farm Property	51	Theft – what you are covered for
30	How we will pay your claim under Section 2 – Farm Property	51	How we will pay your claim under Section 4
30	Farm Buildings, Farm Contents, Farm Infrastructure and Improvements	51	Additional Benefits applying to Section 4
31	Hay or farm produce	52	Specific Exclusions – What is not covered under Section 4
31	Livestock	52	Specific Definitions in Section 4
32	Fencing		
32	All other farm property claims (not otherwise set out above)	53	Section 5 – Public and Products Liability
32	Excess	53	What you are covered for
32	Additional Benefits (applying to Section 2)	53	Additional Benefits (applying to this Section 5)
33	What we exclude – Section - 2 Farm Property	56	Optional Benefits (applying to this Section 5)
35	Specific Conditions (applying to Section 2)	56	Specific Exclusions – What we will not pay for
36	Specific Definitions in Section 2	59	Special conditions applying to this Section
40	Section 3 – Motor Vehicles	60	Excess
40	Option 1 – Comprehensive Cover	60	Specific Definitions in Section 5
40	What you are covered for		
42	Additional Benefits (applying to Comprehensive cover)	62	GENERAL EXCLUSIONS, CONDITIONS AND OTHER TERMS
43	Specific Options for Comprehensive cover	62	General exclusions
43	Option 2 – Third Party Liability	64	General Conditions
43	What you are covered for	67	Making a claim
44	Additional Benefits (applying to Third Party Liability cover)	69	General definitions applicable to the whole policy
44	Option 3 – Third Party Liability, Fire and Theft		
44	What you are covered for		
45	Additional Benefits (applying to Third Party Liability, Fire and Theft cover)		
46	Specific Exclusions – What is not covered under Section 3		
48	Specific Conditions (applying to Section 3)		
48	Making a claim under Section 3		
50	Specific Definitions in Section 3		

How to read this Product Disclosure Statement

What is a Product Disclosure Statement or PDS?

This Product Disclosure Statement ("PDS") was prepared on 20 May 2022.

A PDS is a document prepared to assist **You** in understanding the cover available under the Lifestyle **Farm Insurance Policy** and in making an informed choice about **Your** insurance.

About your insurance policy

This PDS and Policy Wording is an important legal document that has been designed to help **You** get the most out of **Your Policy**.

Your Policy is a legal contract between **You** and **Us**.

The contract is based on the information **You** gave **Us** when **You** applied for the insurance, and any subsequent information which **You** have supplied.

Your Policy is made up of the PDS and Policy Wording, any Supplementary PDS ("SPDS") **We** may send **You**, any endorsements and **Your Schedule**. **You** should read all these documents together to tell **You** what **We** cover, what **We** exclude, what **We** pay to settle claims and other important information. We will provide cover under those Sections specified in **Your Schedule**.

Unless otherwise expressly stated, the information set out in 'General Exclusions, Conditions and Other Terms' applies to each of the Sections, including any Additional Benefits in those Sections.

Specific conditions, definitions and exclusions also apply to individual Sections and Additional Benefits in those Sections.

Subject to **You** paying the **Premium** by the due date, **We** agree to insure **You** during the **Period of insurance**. The commencement date and expiry date of the **Period of Insurance** are specified in **Your Schedule**.

Some words and terms used in this PDS have special meanings listed in the General Definitions or the Definitions of the applicable Section. These words are capitalised and in bold in this Policy Wording.

About this Product Disclosure Statement and Policy Wording

This PDS and Policy Wording has 4 parts:

- **Part A** Important information. This part of the booklet includes information about **Your** rights and responsibilities and the General Insurance Code of Practice and how to contact **Us** to resolve a complaint, dispute and privacy. This part applies to all **Policy** cover sections and should be read by all people who take out this **Policy**.
- **Part B** contains the **Policy** Summary. **You** can use this summary to help **You** decide which Sections **You** require cover under.
- **Part C** contains information that only applies to some policyholders. This part only applies to **You** if **You** are insuring **Home Building / Home Contents** and **Portable Effects** under Section 1 or insuring Private Motor Vehicles under Section 3 – Motor Vehicles and **You** are an individual or a small business.
- **Part D** contains **Your** Policy Wording. It applies to all persons who take out this insurance.

To understand the terms and conditions of **Your Policy**, **You** must read 'About your insurance policy', Part A, B, and Part C of the PDS and Policy Wording together with Part D.

Information in this PDS might change. If the change is adverse, then **We** will issue a supplementary PDS or a new PDS at renewal. **You** can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by **Us**, simply by calling **Us**.

PART A – Important Information

About the Insurer

This insurance **Policy** is issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 ("QBE"), a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). QBE has been helping Australians protect the things that are important to them since 1886.

About Ag Guard

Ag Guard Pty Ltd ABN 42 168 502 645 AFSL 480716 ("Ag Guard") arranges policies for and on behalf of QBE under its own AFSL. Ag Guard acts under a binding authority given to it by QBE to administer and issue policies, alterations and renewals. In everything to do with this **Policy**, Ag Guard acts as an agent for QBE and not for **You**.

If **You** have any questions about **Our** products or services or need help to make a claim, **You** can contact **Us** as set out below.

Address: Mezzanine, 126 Willoughby Road,
Crows Nest NSW 2065.

Postal Address: PO Box 164, Milsons Point,
NSW, 1565.

Policy Enquiries:

Phone: 02 9134 9439 (Option 2)
Online: www.farmstyleinsurance.com.au
Email: sales@farmstyleinsurance.com.au
Business Hours: 9 am – 5 pm (AEST)

Claims Enquiries:

Phone: 02 9134 9439 (Option 1)
Business Hours: 9 am – 5 pm (AEST)
After Hours: 5 pm – 9 pm (AEST)
Email: claims@farmstyleinsurance.com.au

Your duty to take reasonable care not to make a misrepresentation

Before **You** enter into a consumer insurance contract, **You** have a duty under section 20B of the Insurance Contracts Act 1984 (Cth), to take reasonable care not to make a misrepresentation to **Us**.

You have the same duty before **You** renew, extend, vary or reinstate a consumer insurance contract.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth.

If **You** do not take reasonable care not to make a misrepresentation, **We** may cancel **Your** contract or reduce the amount **We** will pay **You** if **You** make a claim, or both.

General advice only

You should carefully consider **Your** personal circumstances before purchasing insurance coverage from **Us**. If **You** have any questions or queries on any aspect of this PDS, **You** should seek independent legal and/or financial advice.

Importantly, **You** should treat any advice in this PDS as purely general in nature, as **We** do not know and are unaware of **Your** individual personal circumstances.

While this PDS contains all the information required at the time of issue, other additional documents may be sent to **You** which will become part of the PDS. If so, the document will state that it is part of the PDS.

These documents can also be obtained by contacting **Us**.

Questions

You should contact **Us** if **You**:

- need more information,
- have any questions, or
- want to confirm a transaction.

Choice of covers

There are five different types of insurance covers available under the **Policy**.

Sections

- Home Property
- Farm Property
- Motor Vehicles
- Theft
- Public and Product Liability

Under this Policy, Section 1 - Home Property and Section 5 - Public and Products Liability are mandatory.

If **You** do not want cover under at least these two Sections, **We** recommend **You** seek an alternative farm insurance solution.

Your sum insured may not be adequate

We are not responsible for ensuring that You have selected the correct level of cover.

You should establish an adequate **Sum Insured** when initially arranging cover and also ensure You amend the **Sum Insured** when Your situation changes, to ensure that the amount of insurance provided under this **Policy** is adequate in the event of a claim.

Where cover is for replacement or reinstatement, the **Sum Insured** You choose should reflect the full replacement or reinstatement value of the property and an allowance for professional fees and removal of debris. Where cover is on an **Indemnity Value** basis, the **Sum Insured** You choose should reflect the value of the property at the time the insurance is taken out, taking into consideration the age, condition and state of repair.

Unless advised otherwise by Your tax adviser, all **Sums Insured** should include GST.

Your **Sum(s) Insured** under Section 1 – Home Property and/or Section 2 – Farm Property may be increased at renewal to allow for increases in replacement costs.

This product may not match your expectations

You should take time to read this PDS, including the important information and **Policy** terms, conditions and exclusions carefully, to ensure this product matches Your expectations.

Each of the Sections in this **Policy** is subject to specific terms, conditions and exclusions. In addition, there are general exclusions and conditions that apply to all Sections of the **Policy**. You should ensure You read each of these carefully so that You understand what the **Policy** does and does not cover.

Cooling-off period

If You change Your mind about Your **Policy** and haven't made a claim, You can cancel it within 21 days of the start or renewal date and We'll give You a full refund. If You cancel Your **Policy** in these circumstances, You will have no cover under the **Policy**.

To cancel Your **Policy** within the cooling-off period, contact Us electronically or in writing.

You can also cancel Your **Policy** outside the cooling-off period, see 'Cancellation after the cooling-off period'.

Cancellation after the cooling-off period

You may cancel the whole **Policy**, or any one of the covers provided under the **Policy**, after the cooling-off period by giving Us written notice.

Other than non-refundable government charges, We will refund You any **Premium** You have paid for the time remaining on the **Policy**. Subject to the *Insurance Contracts Act 1984* (Cth), We can cancel this **Policy** where You do any of the following:

- make a misleading statement to Us when applying for insurance under this **Policy**;
- fail to take reasonable care to not make a misrepresentation when You apply for, change or renew this **Policy**;
- fail to comply with the conditions of this **Policy**;
- fail to pay the **Premium**;
- fail to be fair and open in Your dealings with Us; or
- make a fraudulent claim during the **Period of Insurance**, either under this **Policy** or some other **Policy** with another insurance company.

We will notify You in writing if We cancel the **Policy**.

The cost of the policy

In exchange for Us providing You with cover under the **Policy**, You pay Us the **Premium**. Your **Premium** is calculated based on the risk of insuring You or Your **Farm**. It is the amount You pay Us for this insurance and is specified in Your **Schedule**. The **Premium** includes stamp duty, the Goods and Services Tax ("GST"), other government charges and any fire services levy ("FSL") that applies. The amount of these taxes and charges will be specified in Your **Schedule**.

If You request an amendment to cover during the **Period of Insurance**, You will be informed of the cost (if any) of making the amendment.

Annual premium

We will let You know how much **Premium** You need to pay Us, how to pay it and when. If You pay Your **Premium** annually, You need to pay Your **Premium** on time to ensure You are covered. If You don't pay the **Premium**, Your **Policy** may be cancelled and We will write to let You know when this will happen.

Instalment payments

If You pay Your **Premium** by instalment, Your **Schedule** will show the date and frequency of Your instalments. If Your direct debit details change You must tell Us at least seven days before Your next instalment is due to allow Us to process the change in time.

At renewal

If You pay by instalments, and we invite you to renew Your **Policy**, We will continue to deduct instalments for the renewed **Policy**, unless You tell Us to stop Your direct debit. This will be at the new **Premium** level according to the same instalment pattern. If You don't want to renew, You must tell Us at least seven days before Your **Policy's** end date so that We can arrange for the direct debit to stop in time.

What happens if you don't pay on time

When **You** take out insurance, **You** need to pay **Your** annual **Premium** or any instalments by the due date specified on **Your Schedule**. An instalment is unpaid if it cannot be deducted from **Your** nominated account or credit card. If **Your Premium** is overdue, **We** will send **You** a notice outlining the overdue amount and when it needs to be paid. If **Your Premium** remains unpaid after the time specified in the notice **We** send, **We** will:

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

If **You** pay by instalment, **We** will send **You** a second notice 14 business days before cancellation informing **You** of the effective date of cancellation.

If **You** need to make a claim when **Your Policy** is overdue, and before **Your Policy** has been cancelled for non-payment, **We** will require **You** to pay any overdue and all outstanding amounts as part of the claim settlement process.

Adjustment of premium on renewal

If **We** agree to renew **Your Policy**, **We** will send **You** a renewal offer. If **You** make any changes to **Your Policy** after **We** send **You** Our renewal offer, and **We** agree to continue to insure **You**, **We** will send **You** an updated renewal offer and **You** will need to pay **Us** any additional **Premium** to ensure **Your** cover is not affected. If **You** claim for an incident that happened during a previous **Period of Insurance**, **You** must tell **Us** about it. **You** agree to pay **Us** any additional **Premium** **We** would have charged **You** if **You**'d told **Us** about the claim before **Your Policy** was renewed. Where **You** did not know about, and were otherwise unaware of the circumstances surrounding the claim during the previous **Period of Insurance**, no additional **Premium** increase will be applied until the following **Period of Insurance**. This condition doesn't affect any other rights **We** have at law or under this **Policy**.

Is an excess payable

If **You** make a claim under the **Policy**, **You** may have to contribute some money toward the costs of the claim which is known as the "**Excess**". The description of those **Excesses** and the circumstances in which they are applied are set out in this Policy Wording and/or in **Your Schedule**.

The General Insurance Code of Practice and Financial Claims Scheme

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. Ag Guard's service standards are in accordance with the Code. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling.

You can read the code at codeofpractice.com.au.

QBE recognises that family and domestic violence is a complex issue and takes it seriously. For more information about support, QBE's Family and Domestic Violence Customer Support Policy is available at qbe.com/au.

Financial Claims Scheme

This **Policy** is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. **You** may be entitled to access the FCS if **You** meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA) on 1300 55 88 49 or visit www.apra.gov.au/financial-claims-scheme-general-insurers.

Privacy

Both QBE Limited and Ag Guard are committed to the safe and careful use of **Your** personal information in the manner required by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and the terms of the **Policy**.

Ag Guard

Ag Guard is committed to protecting **Your** privacy. **We** collect personal information about **You** when **You** contact **Us**, use **Our** services or visit **Our** website. **We** will only ask **You** for the information **We** reasonably need to provide Farmstyle Insurance to **You**. If **You** don't provide **Us** with the information **We** require, **We** may not be able to provide **You** with insurance. **We** may also collect information about **You** from other people and organisations, including **Our** authorised representatives, referral partners and through publicly available sources of information. **We** use the personal information **We** collect for purpose of delivering Farmstyle Insurance to **You**, managing **Our** relationship with **You** and for administrative services. **We** only disclose **Your** information to the insurer for Farmstyle Insurance (and their representatives) for the purposes of issuing, managing and administering **Your** policy. **We** do not trade, rent or sell **Your** information. **Our** Privacy Policy contains more information about how to access and correct the information **We** hold about **You** and how to make a privacy related complaint. You can read it by visiting **Our** website <https://www.farmstyleinsurance.com.au/assets/pdf/Ag-Guard-Privacy-Policy.pdf>

QBE

In this Privacy Statement, the use of 'we', 'our' or 'us' means QBE.

We'll collect personal information when **You** deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use **Your** personal information so we can do business with **You**, which include issuing and administering our products and services and processing claims.

Sometimes we might send **Your** personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the list of ways we could use it. To get a copy at no charge by us, please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to **You** to decide whether to give us **Your** personal information, but without it we might not be able to do business with **You**, including not paying **Your** claim.

Complaints about privacy

If **You're** not happy with how **We** or QBE have handled **Your** personal information:

- call **Us** on 02 9134 9439 or email **Us** at sales@farmstyleinsurance.com.au; or
- call QBE on 1300 650 503 or email them at customercare@qbe.com.

If **You're** not satisfied with **Our** or QBE's response, **You** can contact the Office of the Australian Information Commissioner (OAIC):

Phone: 1300 363 992
Email: enquiries@oaic.gov.au
Post: GPO Box 5218, Sydney NSW 2001

Resolving complaints and disputes

Complaints

We're here to help. If **You're** unhappy with any of **Our Products** or services, or the service or conduct of any of **Our** suppliers, please let **Us** know and we'll do **Our** best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after **Your Policy**, direct debit, or claim. **You'll** find their contact details on **Your Policy** documents, letters, or emails from **Us**. Please provide **Our** team with as much information as possible so they can try to fix the problem quickly and fairly.

Contact Ag Guard by:

Phone: 02 9134 9439

Email: sales@farmstyleinsurance.com.au

Post: Attention – Internal Dispute Resolution Officer, Ag Guard Pty Ltd, PO Box 164, Milsons Point NSW 1565

Step 2 – QBE Customer Relations

If **Your** complaint isn't resolved by the team looking after **Your Policy**, direct debit, or claim, **You** can ask them to refer **Your** complaint on to QBE's Customer Relations team. A Dispute Resolution Specialist will review **Your** complaint independently and provide **You** with QBE's final decision.

You can also contact QBE's Customer Relations team directly:

Phone: 1300 650 503

Fax: (02) 8227 8594

Email: complaints@qbe.com

Post: GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If QBE is unable to resolve **Your** complaint to **Your** satisfaction within a reasonable time, or **You're** not happy with their final decision, **You** can refer **Your** complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). **We** and QBE are members of AFCA and their decisions are binding on us.

You can visit their website www.afca.org.au or contact them:

Post: GPO Box 3, Melbourne, VIC, 3001

Phone: 1800 931 678

Email: info@afca.org.au

AFCA will inform **You** if **Your** complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how QBE deals with complaints on its website at qbe.com/au or **You** can call QBE on 133 723 to speak with them or request a copy of their complaints brochure at no cost.

PART B – Policy Summary

This Policy offers a range of insurance covers, listed below. Under this Policy, Section 1 – Home Property and Section 5 Public and Products Liability are mandatory. Section 4 – Theft can only be taken in conjunction with Section 2 – Farm Property.

The information below is a summary only. See the relevant Sections for terms, conditions, limits and exclusions.

Section	Summary of cover
Section 1 – Home Property	<p>This Section provides cover for loss of or damage to Home Property.</p> <p>Cover</p> <p>For Home Buildings and/or Home Contents, the choice of</p> <ol style="list-style-type: none"> Listed Events cover; or Accidental Damage cover. <p>Portable Effects are covered for loss or damage resulting from Accidental Damage.</p> <p>Basis of settlement</p> <p>For Home Buildings We will either:</p> <ol style="list-style-type: none"> replace or pay the reasonable cost to repair; or pay the Indemnity Value of. <p>the lost or damaged property. The basis of settlement will be shown in the Schedule.</p> <p>For Home Contents and Portable Effects, We will either replace or pay the reasonable cost to repair the lost or damaged property.</p>
Section 2 – Farm Property	<p>This Section provides cover for loss of or damage to Farm Property resulting from Accidental Damage or Listed Events. Your Schedule will show whether You have cover for Accidental Damage or Listed Events.</p> <p>This Section contains optional sub-sections for Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Livestock, Hay, Farm Produce, Fabric Shelters, Fencing, Greenhouses, Trellis Equipment, Solar Panels and Windmills, Pumps and Irrigation Equipment.</p>
Section 3 – Motor Vehicles	<p>This Policy Section offers three cover options:</p> <ol style="list-style-type: none"> Comprehensive cover Third Party, Fire and Theft cover Third Party Liability cover <p>Under all three options, cover is provided for legal liability to pay Compensation for loss or damage to a third party's property caused by a motor vehicle accident during the Period of Insurance which is partly or fully Your fault. Cover is also provided for legal liability to pay Compensation for Bodily Injury or death arising out of the use of Your Registered Vehicle.</p> <p>The Comprehensive option, also provides cover for loss or damage to Your Vehicle as a result of accidental loss or damage, Theft or malicious damage.</p> <p>The Third Party, Fire and Theft option, also provides cover for loss or damage to Your Vehicle caused by fire or Theft.</p>
Section 4 – Theft	<p>This Section provides cover for Theft and loss or damage resulting from Theft (or attempted Theft) of Your Insured Property and/or Livestock which Occurs in Australia during the Period of Insurance.</p> <p>You must provide evidence of proof of loss. We will only provide Theft cover for items of Farm Property insured under Section 2 – Farm Property.</p>
Section 5 – Public and Products Liability	<p>This Section provides cover for:</p> <ol style="list-style-type: none"> Your legal liability to pay Compensation for Personal Injury and/or Property Damage; and liability caused by Your Products in connection with Your Farming Business as a result of an Occurrence during the Period of Insurance.

PART C – Information for some policyholders

This information is relevant to **You** if **You** are insuring:

- (a) Home Property under Section 1 – Home Property; or
- (b) Private Motor Vehicles under Section 3 – Motor Vehicles.

How various factors may affect your premium for Section 1 – Home Property

The following table is a guide to significant factors which impact generally on **Your Premium** in relation to Section 1 - Home Property.

Factor	Lowers Premium	Increases Premium
Insured amount	Lower Insured amount	Higher Insured amount
Claims experience	Low claims experience	High claims experience
Basic Excess	Higher Excess	Lower Excess
Location	Low risk location	High risk location
Number of buildings	Fewer premises	More premises
Building materials	More fire-resistant materials	Less fire-resistant materials

How various factors may affect your premium for Section 3 – Motor Vehicles

The following table is a guide to the significant factors which impact generally on **Your Premium** in relation to Section 3 - Motor Vehicles.

Factor	Lowers Premium	Increases Premium
Type of cover	Legal liability only	Comprehensive or legal liability, fire and Theft
Type of Vehicle	Low risk Vehicle	High risk Vehicle
Market or agreed value	Market Value	Agreed value
Vehicle accessories/modifications	None specified	Accessories and modifications that increase the value and/or insurance risk
Age of driver(s)	Over 25 years of age	Under 25 years of age
Vehicle use	Low risk use	High risk use
Insured amount	Lower insured amount	Higher insured amount
Postcode	Low risk postcode	High risk postcode
Claims experience	Low claims experience	High claims experience
Basic Excess	Higher Excess	Lower Excess

PART D – Policy Wording

Section 1 – Home Property

Section 1 – Home Property provides for the following:

Part A – Home Buildings and Home Contents

Part A provides cover for loss or damage to **Your Home Buildings** and/or **Your Home Contents** at **Your Farm** resulting from **Accidental Damage** or **Listed Events**. **Your Schedule** will show whether **You** have cover for **Accidental Damage** or **Listed Events**.

Part B – Portable Effects

Part B provides cover for loss or damage to **Your Portable Effects** resulting from **Accidental Damage**. Part B cover is an optional cover and is only available if **Your Schedule** shows **You** have **Home Contents** cover.

Part A – Home Buildings and Home Contents

Home buildings – What you are covered for

If **You** have **Home Buildings** cover, **You** will be covered for either:

- a) **Accidental Damage**; or
- b) **Listed Events**

for loss or damage to **Home Buildings** at **Your Farm** that are listed on **Your Schedule**. **Your Schedule** will show whether **You** have **Accidental Damage** cover or **Listed Events** cover.

Home contents – What you are covered for

If **You** have **Home Contents** cover, **You** will be covered for either:

- a) **Accidental Damage**; or
- b) **Listed Events**

for loss or damage to **Home Contents** listed on **Your Schedule** whilst contained in **Your Home Buildings** at **Your Farm**. (There is some limited cover provided for **Home Contents** in the **Open Air** at **Your Farm**; see Maximum amounts we will pay – Home Contents). **Your Schedule** will show whether **You** have **Accidental Damage** cover or **Listed Events** cover.

1. What is Accidental Damage?

Accidental Damage has the meaning set out in the 'Definitions applicable to the whole Policy'.

2. What is a Listed Event?

For the purpose of this Section, cover for **Listed Events** is set out in the table below.

Listed Events	
Covered against	Not covered against
<p>Breakage of:</p> <p>a) any fixed glass, shower bases, wash basins, sinks, baths, lavatory pans or cisterns when they are permanently affixed to Your Home Building if this Policy covers Your Home Building;</p> <p>b) glass forming part of an item of furniture, or domestic telephone, if this Policy covers Your Home Contents</p>	<p>Loss or damage to:</p> <p>a) glass or ceramic cooktops that contain in-built heating elements;</p> <p>b) glassware, crystal or ornaments;</p> <p>c) glass in television sets, radios, visual display units (VDUs) or any other computer or electrical equipment;</p> <p>d) glass in a picture frame or clock;</p> <p>e) glass forming part of a glass house, hot house or conservatory</p> <p>f) any property other than the broken glass (except for window tinting or shatter-proofing) or shower base, basin, sink, lavatory pan, cistern or telephone;</p> <p>g) any item that is chipped or scratched prior to the breakage;</p> <p>h) any item where the only damage is chipping or scratching, or the breakage does not extend through the entire thickness.</p>
<p>Bursting, leaking, discharging or overflowing of liquid from a fixed apparatus or system</p>	<p>Loss or damage which occurs as a result of Your failure to repair or prevent the burst, leak, discharge or overflow of liquid within a reasonable amount of time from discovery.</p> <p>The cost of repairing or replacing the defective item from which the liquid escaped.</p> <p>Loss or damage caused by the escape of water from any shower alcove, base or recess.</p>
<p>Damage caused by animals or birds</p>	<p>Damage caused by or resulting from:</p> <p>a) rodents, vermin or insects at any stage of their life cycle;</p> <p>b) any animal kept at the Address;</p> <p>c) any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling:</p> <p>(i) any exterior of Your Home Building;</p> <p>(ii) Home Contents in the Open Air;</p> <p>(iii) any part of the interior of Your Home Building that is not fully enclosed and Secured prior to and at the time of damage; or</p> <p>(iv) any part of the interior of Your Home Building if You or the occupier has knowingly permitted an animal to enter Your Home Building.</p>
<p>Deliberate or intentional acts (other than vandalism or Theft) committed by someone other than You, Your Employees or someone acting with Your express or implied consent</p>	<p>Deliberate or intentional acts or omissions by You, Your Family or anyone acting with Your express or implied consent or the express or implied consent of any member of Your Family.</p> <p>Deliberate or intentional acts of Your tenant.</p> <p>Damage resulting from any act of vandalism or Theft.</p>
<p>Earthquake, Tsunami, volcanic eruption</p>	
<p>Erosion, Subsidence, Landslide or earth movement but only if resulting directly from one the following specific Listed Events:</p> <p>a) Storm, Rainwater or Run-Off;</p> <p>b) Earthquake, Tsunami or volcanic eruption;</p> <p>c) Explosion; or</p> <p>d) Bursting leaking, discharging or overflowing of liquid from a fixed apparatus or system.</p>	<p>Where erosion, Subsidence, Landslide or earth movement occurs more than 72 hours after the specific Listed Events.</p>

Listed Events	
Covered against	Not covered against
Fire, smoke or explosion	a) any damage that arises gradually out of repeated exposure to fire or smoke (for example from a fireplace); b) damage to any property as a result of it being deliberately exposed to a process necessarily involving the application of heat; c) loss or damage to any item caused by scorching, melting or charring without flames, unless You have selected Accidental Damage cover.
Impact by: a) a falling tree or part of a tree; b) an animal; c) a mast, aerial, antenna or satellite dish or Windmill that has broken or collapsed; d) a Vehicle, Aircraft, Drone or boat; e) space debris or debris from an Aircraft , rocket or satellite or Drone .	Loss or damage caused by felling or lopping of trees at the Address unless performed by a licensed professional where You have obtained approval from a local government council or other authority where required, to fell or lop the trees. Loss or damage caused by domestic animals owned by You , or Livestock impacting other Livestock or animals. Loss or damage to: (i) the mast, aerial, antenna or satellite dish or Drone itself; or (ii) a falling Windmill itself.
Lightning or thunderbolt	
Malicious damage	Damage caused by You , Your tenants, Your Employees , or a Resident , or the invitees of You , Your tenants, Your Employees , or a Resident .
Power surge to domestic appliances and equipment caused by an identifiable and verifiable source outside Your Home Building including the unexpected and accidental interference with a power transformer, resumption of power after a black out, a lightning strike, shorting of power lines.	Damage to domestic appliances more than 15 years old.
Riot, civil commotion, industrial or political disturbance	

Listed Events	
Covered against	Not covered against
Storm, Rainwater or Run-off	<p>Loss or damage:</p> <p>a) caused by:</p> <ul style="list-style-type: none"> (i) Flood, unless You have selected Optional Benefit 1. Flood and it is shown in Your Schedule as being covered; (ii) Flood water combined with Run-off and/or Rainwater, unless You have selected Optional Benefit 1. Flood and it is shown in Your Schedule as being covered; (iii) action of the sea, high water, tidal wave or Storm Surge; (iv) shrinkage or expansion of earth or land; (v) hydrostatic pressure; (vi) Water seeping, percolating or otherwise penetrating into the buildings as a result of: <ul style="list-style-type: none"> 01. faulty workmanship in the construction of the buildings; 02. faulty design of the buildings; 03. structural defects; or 04. Your failure to adequately maintain the buildings, where You were aware or ought to have been aware of the faulty workmanship, faulty design, structural defect or lack of maintenance, or a reasonable person in the circumstances would have been aware, at the time of the commencement of this Policy; (vii) Water entering Your buildings through an opening made for the purpose of alterations, extensions, renovations or repairs; or (viii) Rainwater, wind, hail or snow entering the buildings through an open door or window or any opening not made by the Storm, unless the loss or damage is caused by Run-off; <p>b) to shade cloths, shade sails, material awnings, netting, or shade structures;</p> <p>c) to swimming pool and spa covers, their liners or solar domes; or</p> <p>d) to all types of hothouses or glasshouses.</p>
Theft, burglary or housebreaking	<p>We will not pay for loss or damage caused by Theft, burglary or housebreaking:</p> <ul style="list-style-type: none"> a) by any person who is living at the Address or visiting the Address with the express or implied consent of You or any person who lives at the Address; b) from any common areas of flats, units or townhouses; c) involving Money, negotiable instruments, coins or bullion except where stolen from a safe within Your Home Building and Your Home Building has been entered forcibly and violently. The maximum We will pay per claim is \$2,500 and the maximum We will pay during the Period of Insurance is \$5,000.

What we pay

Home Buildings

Claims for **Home Buildings** will be settled in one of two ways:

- reinstatement or replacement value; or
- Indemnity Value.**

Your Schedule will show which basis of settlement applies.

Regardless of the basis of settlement, **We** will also pay the additional costs required to comply with any statutory authority (including home building, housing, planning, heritage, demolition, work health and safety, and contractor licensing legislation, regulations and codes in **Your** applicable State or Territory) or by-laws associated with repair or removal of the **Home Buildings** provided **You** were not required to comply with any of the by-laws prior to the loss or damage occurring.

We will not pay more than the **Sum Insured** shown in **Your Schedule** per item insured.

Reinstatement or replacement value

If **Your Schedule** shows the basis of settlement is reinstatement or replacement, **We** will do one of the following:

- repair the damaged part(s) of **Your Home Buildings**; or
- pay **You** the reasonable cost of repairing, rebuilding or replacing the damaged part(s) of **Your Home Buildings** to the same or substantially the same condition as when it was new; or
- pay **You** up to the amount of the **Sum Insured** shown in **Your Schedule** for **Your Home Buildings**.

Home Buildings may be rebuilt at another location provided **We** agree in writing (this agreement not being unreasonably withheld) and, unless it is unsafe to rebuild at the existing location, **You** pay any additional costs beyond the reasonable cost payable to rebuild, replace or repair the damaged **Home Building** at its original location.

You must commence to rebuild, replace or repair within six months of the damage. If **You** do not, **We** will pay **Your** claim in accordance with the **Indemnity Value** basis of settlement, unless **We** have agreed in writing (that agreement not being unreasonably withheld) to extend the period.

If **You** believe that, due to special circumstances, **You** have a reason to delay the repair, replacement or rebuilding for more than six months, **We** will give consideration to those circumstances, and **We** may:

- not charge **You** for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild **Your Home Buildings** at the time the claim was approved.

We will adjust **Your** claims payment in accordance with the GST provision under General conditions 11. Taxation Considerations.

Where it is not possible to use the original materials during the repair or rebuilding process, **We** will replace the materials with the nearest equivalent or similar materials available or pay the cost to replace the similar new materials available.

Where **Your Home Building** is heritage listed, **We** will repair or replace the physically damaged portions of **Your Home Building**. Where possible, **We** will do so using locally available tradespeople using the local commercially available equivalent building materials.

Where **Your Home Building** is a **Total Loss**, **We** will pay no more than the reasonable cost of replacement of **Your Home Building** when it was new, even if **Your Sum Insured** is for a greater amount.

When **We** pay a claim for a **Home Building** that is a **Total Loss**, **Your** cover for that **Home Building** comes to an end.

Should **You** replace **Your Home Building** that was a **Total Loss**, at **Your** request, **We** will provide **You** with a quote to insure the new **Home Building**. This quote will be provided in accordance with Our standard underwriting criteria and terms and subject to the conditions of the cover contained within. Any new cover will commence once **You** accept **Our** new terms and pay or agree to pay **Us** the required **Premium**.

If **Your Home Building** is a **Total Loss** and **You** fail to commence rebuilding within six months of the damage occurring (or any other period as agreed in writing by **Us**) **You** will have to pay the increased cost caused by **Your** delay.

If **You** do not proceed to repair or rebuild **Your** damaged **Home Building**, **We** will pay **You**:

- the reasonable cost to repair or rebuild **Your Home Building** less an amount for depreciation on the age and condition of **Your Home Building**, with that amount to be calculated by:
 - comparing the value of an item with an item of similar age and condition; and
 - establishing the actual cost of an item with similar age and condition; or
- the land valuation and **Home Building** valuation of the specified **Address** immediately prior to the loss or damage, less the value of the land and the **Home Building** immediately after the loss or damage.

For claims in respect of freestanding walls damaged or destroyed as a result of **Storm**, **Rainwater** or **Run-off**, **We** will adjust the claim settlement for depreciation based on age and condition, with that amount to be calculated by:

- comparing the value of an item with an item of similar age and condition; and
- establishing the actual cost of an item with similar age and condition.

Indemnity value

If **Your Schedule** shows the basis of settlement is **Indemnity Value**, **We** will do one of the following:

- repair, rebuild or replace **Your Home Buildings**; or
- pay **You** the reasonable cost of repairing, rebuilding or replacing the damaged part of the **Home Buildings** to the same or substantially the same condition it was in at the time the loss or damage occurred; or
- pay **You** the **Indemnity Value** of the **Home Buildings**

up to the **Sum Insured** shown in **Your Schedule** for the property that has been lost or damaged.

Home Contents claims

Reinstatement or replacement of your home contents

If **You** have **Home Contents** cover, **We** will:

- repair or replace **Your Home Contents** which have been damaged; or
- pay **You** the reasonable cost of repair or replacement of **Your Home Contents** which have been damaged; or
- pay **You** up to the amount of the **Sum Insured** for **Your Home Contents**.

We will not pay to repair or replace property which has not been physically damaged. If **We** pay **You** the reasonable cost of repair or replacement, this means **We** will pay **You** the retail price of the item as if it were new.

If **Your Home Contents** are damaged beyond economic repair, **We** will pay **You** the reasonable cost of replacement of the damaged items. **We** will not pay more than the total sum of the **Home Contents** covered.

When **We** agree to pay a claim for an antique item, and the **Market Value** of the item exceeds the cost of its replacement with a new item due to its antiquity and rarity, the **Market Value** will be treated as the cost to replace the lost or damaged antique item with a new item.

When it is not possible to repair or replace a damaged item with original materials or an original item, the nearest locally available equivalent to the original materials or item will be used.

Where any items which are lost or damaged, are a pair, set or collection, or it can't be replaced because:

- We're** unable to reasonably match it; or
- the functionality of the **Pair or Set** is lost (e.g. hearing aids/sporting equipment)

You can choose to either:

- surrender the remaining item(s) to **Us**, in which case **We'll** pay the replacement value of the **Pair or Set**, up to any applicable limit; or
- keep the remaining item(s), in which case **We'll** pay the replacement value of the lost or damaged item.

We will only pay the actual value of the item which is lost or damaged. **We** will not give any allowance for any reduction in value of the remaining part, set or collection. For carpets and other floor coverings, curtains, internal blinds, and wall coverings **We** will only pay for those items in the room, hall or passage where the loss or damage occurred.

We will adjust **Your** claims payment in accordance with the GST provision under General conditions 11. Taxation Considerations.

In no case will **We** pay more than the **Sum(s) Insured** shown in **Your Schedule** (less any **Excesses** which may be payable) unless a specific clause in this **Policy** provides otherwise.

Maximum amounts we will pay

Home Buildings

The maximum amount that **We** will pay will be subject to the **Sum Insured** in **Your Schedule**.

Home Contents

The maximum limits **We** will pay based on the type of cover **You** have selected, are shown in the tables below.

We will pay up to the amount specified for each item. If an item could be classified under more than one of the item categories the lower or lowest limit will apply.

Items category	Listed Events	Accidental Damage
Items of gold, jewellery, furs or Watches	\$5,000 per item and in total 25% of the Sum Insured for unspecified contents.	\$10,000 per item and in total 25% of the Sum Insured for unspecified contents.
Paintings, pictures, tapestries, rugs or other works of art	\$10,000 per item and in total 25% of the Sum Insured for unspecified contents.	\$20,000 per item and in total 25% of the Sum Insured for unspecified contents.
Collections	\$5,000 per collection and in total 25% of the Sum Insured for unspecified contents.	\$10,000 per collection and in total 25% of the Sum Insured for unspecified contents.
Motor Vehicle accessories	\$1,000 per item up to \$2,000 in total.	\$1,500 per item up to \$3,000 in total.
Computers (including portable computers) and associated software and hardware used by You or Your Family in Your Home Building	\$5,000 in total.	\$10,000 in total.
Bicycles, sporting equipment and firearms	\$5,000 per item and \$10,000 in total.	\$10,000 per item and \$20,000 in total.
Money , negotiable instruments, coins, or bullion	\$1,000 in total.	\$1,500 in total.
For Theft or damage to contents in the Open Air , We will not pay more than	\$5,000 per Occurrence or \$10,000 in any one Period of Insurance .	\$5,000 per Occurrence or \$10,000 in any one Period of Insurance .

Excess

The Basic Excess(es) applicable to this Part A of Section 1 – Home Property is shown in **Your Schedule**.

Additional Benefits (applying to Part A of Section 1)

Unless stated otherwise, **We** will pay the following Additional Benefits under this Section as part of the **Sum Insured** for **Your Home Building** or **Home Contents** where **You** have suffered insured loss or damage during the **Period of Insurance**.

The maximum amount that **We** will pay under this Section of the **Policy** is the limit referenced under each clause below, for any one **Occurrence** and in the aggregate per **Period of Insurance**.

1. Alternative accommodation

This Additional Benefit only applies where you have Home Buildings cover

Where the **Home Building** **You** live has suffered insured loss or damage to such an extent that it is **Unlivable** during the **Period of Insurance**, **We** will pay for alternative accommodation for the period which is reasonably necessary to make the **Home Building** livable, or 12 months, whichever period of time is the lesser.

The amount **We** will pay will be based on the **Home Building's** rentable value at the time immediately prior to the damage occurring, taking into account the condition of **Your Building** at that time.

The maximum **We** will pay is \$30,000 in any **Period of Insurance**. Payments under this Additional Benefit are in addition to the **Sum Insured** for the relevant **Home Building**.

We will not pay for alternative accommodation if **We** have agreed to pay **Your** claim under the Additional Benefit 17. Loss of rent.

2. Home Contents temporarily removed from the address

This Additional Benefit only applies where you have Home Contents cover

For Listed Events	
Covered against	Not covered against
Your Home Contents a) in a bank or safe deposit, while You or Your Family are residing in any dwelling (or residential flat, boarding house, boarding school, hotel, nursing home or hospital) anywhere in Australia, when the period of such residence does not exceed 100 consecutive days; or b) when they are being carried by You or Your Family anywhere in Australia .	Loss or damage to Your Home Contents if You have permanently removed them from Your Home Building , other than: a) Home Contents used by a student (who is dependent on You for financial support), whilst contained in a school, college, tertiary education campus or a dwelling that is supervised by an educational institute; or b) as provided under the Additional Benefit 3 – Change of Address. Loss or damage to Your Home Contents : a) in the open (including non-lockable structures) away from the Address , or in a Vehicle , caravan, tent, Watercraft or Aircraft ; or b) when used in connection with a profession, trade or business; or c) from Theft ; or d) for any amount that exceeds any sub-limit as set out in the table under 'Maximum amounts we will pay' for Home Contents ; or e) where such Home Contents are portable electronic equipment (such as portable computers or mobile phones); or f) that have been entrusted to someone else.
We pay up to 20% of the Sum Insured for Unspecified Home Contents shown in Your Schedule subject to any sub-limit as set out in the table under 'Maximum amounts we will pay' for Home Contents	

Accidental Damage	
Covered against	Not covered against
<p>Your Home Contents anywhere:</p> <ul style="list-style-type: none"> a) in Australia or New Zealand while You have temporarily removed them from the Address; and b) in the rest of the world while You have temporarily removed them from the Address for up to 100 days in any one Period of Insurance. 	<p>Loss or damage to Your Home Contents if You have permanently removed them from Your Home Building, other than:</p> <ul style="list-style-type: none"> a) Home Contents used by a student (who is dependent on You for financial support), whilst contained in a school, college, tertiary education campus or a dwelling that is supervised by an educational institute; or b) as provided under Additional Benefit 3. Change of Address. <p>Loss or damage to Your Home Contents:</p> <ul style="list-style-type: none"> a) in the open (including non-lockable structures) away from the Address, or in a Vehicle, caravan, tent, Watercraft or Aircraft; or b) when used in connection with a profession, trade or business; or c) for any amount that exceeds any sub-limit as set out in the table under 'Maximum amounts we will pay' for Home Contents; or d) that have been entrusted to someone else
<p>The maximum We will pay for:</p> <ul style="list-style-type: none"> a) jewellery, gold or silver articles, furs or watches; b) collections of any kind; or c) mobile phones, portable electronic equipment (including such things as portable computers, PDAs, hearing aids); <p>while they are temporarily removed from Your Address, is \$10,000 per item, and \$20,000 in total, unless You have specified them and they appear in Your Schedule under Portable Effects.</p> <p>Other items temporarily removed from the Address are subject to any sub-limit as set out in the table under 'Maximum amounts we will pay' for Home Contents.</p>	
<p>Under this Additional Benefit (whether You have Listed Events or Accidental Damage cover), We do not cover the following Home Contents:</p> <ul style="list-style-type: none"> a) Aircraft, aerial devices, Drones or hang-gliders in transit during a permanent removal from the Address; b) any other contents connected with a profession, trade or business; c) Motor Vehicles, Motor Cycles, caravans and trailers and their spare parts and accessories; <p>Under this Additional Benefit (whether you have Listed Events or Accidental Damage cover), We do not cover the following items while they are contained in or attached to a tent, Vehicle, Watercraft, Aircraft or in the open (including non-lockable structures and non-lockable parts of structures not at the Address):</p> <ul style="list-style-type: none"> a) canoes, kayaks, surfboards, surf skis and sailboards or other Watercraft; b) golf buggies and ride on mowers; c) Drones. 	

3. Change of Address

This Additional Benefit only applies where you have Home Contents cover

If You are permanently moving to a new address in **Australia**, **We** will cover **Your Home Contents** during the **Period of Insurance** under the standard terms and conditions of this **Policy** while they are contained in the **Home Buildings** at **Your Farm Address** and in the home buildings at **Your** new address, for up to 30 days from the date **You** begin to move **Your Home Contents**. The maximum **We** will pay at each address is the proportion of the **Sum Insured** that the value of contents at each address bears to the total value of contents at both addresses.

Cover will not be available if **You** fail to notify **Us** of the details of the new address within a reasonable time (which is 30 days unless **We** agree with **You** an alternative timeframe) after **You** have moved to **Your** new address.

4. Credit cards

This Additional Benefit only applies where you have Home Contents cover

If **Your** debit, credit card or other financial transaction card is lost or stolen, and **You** suffer financial loss as a consequence of unauthorised use thereof, **We** will pay up to:

- a) \$5,000, if **You** have **Listed Events** cover;
- b) \$7,000, if **You** have **Accidental Damage** cover.

We will not pay if **You** have not complied with the card issuer's requirements, or the unauthorised user of the card is someone living at the **Address** of the **Home Building**. **We** will only pay **Your** claim if **Your** loss cannot be recovered from any other source.

5. Contents in transit to Your new residence

This Additional Benefit only applies where you have Home Contents cover

We cover **Your Home Contents** if they are damaged when in a **Vehicle** being used to convey them in **Australia**. The damage must occur directly as a result of:

- a) **Theft** involving the use of destructive force from the conveying **Vehicle**;
- b) fire collision and/or overturning of the conveying **Vehicle**;

while **Your Home Contents** are in transit by road to:

- a) **Your** new principal residence; or
- b) a storage facility at which **Your Home Contents** or some of **Your Home Contents** will be temporarily located pending conveyance to **Your** new principal residence, within **Australia**.

We do not cover **Your Home Contents**:

- a) for removal to any residence other than one intended to be **Occupied** by **You** as **Your** principal residence;
- b) for damage to china, glass, earthenware or any other items of a brittle nature; or
- c) for damage caused by scratching, denting, bruising or chipping.

6. Denial of access

This Additional Benefit only applies where you have Home Buildings cover

If **Your Home Building** cannot be lived in because a government authority prohibits **You** from using it, **We** will pay the additional reasonable cost of similar alternative accommodation for a period of up to 60 days. However, **We** will not provide any cover under this Additional Benefit due to the cancellation of a lease or any other agreement.

7. Emergency storage of Contents

This Additional Benefit only applies where you have Home Contents cover

If **Your Home Building** is damaged by an event covered by this **Policy** to such an extent it cannot be lived in by **You**, **We** will pay the reasonable costs to move and store **Your Home Contents** in a storage facility agreed by **Us** while the **Home Buildings** are being repaired or replaced for a maximum period of 12 months.

The maximum payment for this Additional Benefit will be limited to the balance of any **Sum Insured** remaining after payment of **Your** claim for loss or damage to **Your Home Contents**.

We will not pay this Additional Benefit if **Your Home Contents** are stored:

- in open plan storage premises, including furniture repositories, warehouses, factories, or other industrial premises; or
- in shipping containers.

8. Fusion or burn out of electric motors

This Additional Benefit applies where you have Home Buildings cover or Home Contents cover

We will pay the reasonable costs up to \$3,500 to rewind or replace a household electrical motor (including sealed or semi-sealed refrigeration units) which has been damaged by an electrical current.

We will not pay for.

- any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, cover devices, or electrical contacts at which sparking or arcing occurs in ordinary working;
- the cost of removing or reinstalling:
 - underground or submersible pump motors above 1.86 kW (2.5 hp),
 - multi-stage and bore hole pumps;
- the cost of repair or replacement of rectifiers and transformers;
- motors under any warranty or manufacturer's guarantee; or
- motors more than 15 years old from date of purchase when new or more than 15 years from the date of rewinding.

9. Indexation of Sum(s) Insured

This Additional Benefit applies where you have Home Buildings cover or Home Contents cover

If **You** make a claim during the **Period of Insurance**, the **Sum(s) Insured** for **Your Home Buildings** and/ or **Home Contents** will be adjusted to allow for increases in replacement costs from the effective date of the current **Period of Insurance**.

There will be no additional **Premium** or rebate during the **Period of Insurance**.

10. Landscaping – Home Buildings

This Additional Benefit only applies where you have Home Buildings cover

We will cover the cost of replacing fixed trees, plants and shrubs which have been damaged by an event covered by this **Policy** during the **Period of Insurance**.

We will not pay for:

- loss or damage caused by **Storm, Rainwater or Run-off**; and
- Theft** of trees, plants and shrubs which were not planted in the ground.

The maximum amount **We** will pay, in any one **Period of Insurance**, is:

For Listed Events cover	For Accidental Damage cover
\$5,000	\$10,000

11. Modifications to Your Home Building

This Additional Benefit only applies where you have Home Buildings cover

We will cover the cost of modifying **Your Home Building** on confirmation by a registered medical practitioner of **Your** permanent **Paraplegia** or **Quadriplegia** subject to:

- Your** permanent **Paraplegia** or **Quadriplegia** being a direct result of loss or damage to **Your Home Buildings** by an event covered by this **Policy**; and
- Your** occupying the relevant **Home Building** as **Your** principal place of residence.

The maximum amount **We** will pay for the cost of modifying **Your Home Building**, is:

For Listed Events cover	For Accidental Damage cover
\$20,000	\$25,000

This Additional Benefit is payable in addition to the **Sum Insured**.

12. Perishable food

This Additional Benefit only applies where you have Home Contents cover

We will pay up to \$2,500 for spoilage of frozen food or legally prescribed pharmaceutical drugs that require refrigeration in domestic refrigerators or freezers located in the relevant **Home Building** caused by:

- the power authority switching off the electricity supply as a safety precaution;
- the operation of a safety device following its detection of electric current leakage;
- failure of the electricity supply to **Your Home Building**, and
- breakdown of the refrigerator or freezer.

If **You** have selected **Accidental Damage** cover for **Your Home Contents**, We will also pay up to \$2,000 under this Additional Benefit for spoilage caused by the accidental disconnection or switching off of the power supply to the refrigerator or freezer.

We will not pay for spoilage caused by:

- the power authority switching off the electricity supply, for any purpose other than as a safety precaution;
- You** or anyone that is a **Resident**, switching off or disconnecting the electricity supply, unless it is accidental, and **You** have selected **Accidental Damage** cover; and
- strikes or industrial action.

13. Power Surge

This Additional Benefit only applies where you have Home Contents cover

We will cover loss or damage to domestic appliances or domestic equipment due to power surge directly caused by an identifiable and verifiable source outside **Your Home Building** including an object contacting power lines, the resumption of power following a blackout caused by a **Storm** or unexpected interference with a power company transformer by an animal or a lightning strike, but not for loss or damage:

- from a power surge originating at the **Address**; or
- to domestic appliances more than 15 years old.

14. Professional fees

This Additional Benefit only applies where you have Home Buildings cover

If We have agreed to settle a claim for damage to a **Home Building**, We will pay the reasonable professional fees which We have approved (that approval not being unreasonably withheld) that are directly or indirectly related to repair or replacement of **Your Home Building**.

15. Replacement of locks and keys

This Additional Benefit applies where you have Home Buildings cover or Home Contents cover

a) Accidental Damage cover

If **You** have **Accidental Damage** cover, We will pay up to \$3,000 to replace or alter locks and/or keys if locks to **Your Home Building** are damaged, or keys to **Your Home Building** are lost, damaged or stolen from anywhere in **Australia**.

b) Listed Events cover

If **You** have **Listed Events** cover, We will pay up to \$2,000 to replace or alter locks and/or keys if locks to **Your Home Building** are damaged, or keys to **Your Home Building** are stolen by someone breaking into **Your Home Building** following violent and forcible entry.

16. Removal of Debris, professional fees and extra costs

This Additional Benefit applies where you have Home Buildings cover or Home Contents cover

If **Your Home Building** and/or **Home Contents** are destroyed by an event covered under this **Policy**, We will pay the reasonable and necessary costs of demolishing, removing and disposing of debris from **Your Address**.

If **Your Home Building** is damaged, We will also pay the reasonable architects, surveyors, engineers and legal fees incurred directly in relation to its repair or replacement.

In addition, We will pay up to a maximum of \$7,500 for the costs of removing and disposing of trees and tree stumps as a result of a **Storm** during the **Period of Insurance**. We will remove a standing tree or branch that formed part of the tree that caused the insured damage only if:

- the remaining tree or branch is unsafe and became unsafe as a direct result of the **Storm** event insured under this **Policy** causing damage to the tree; and
- the damaged tree is located within the tended garden, tended yard or tended grassed area of a **Home Building** insured under this **Policy**; and

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

- a) all necessary approval from a local government council or other authority has been obtained and removal of the stump would not result in a breach of any tree preservation orders, local environment plans or similar laws, by-laws, regulations or contractual obligations; and
- b) not removing the stump would interfere with repairing or replacing the damaged part of **Your Home Building** required to settle **Your** claim.

Any payment **We** make under this Additional Benefit will be in addition to any amount **We** pay for **Home Buildings** or **Home Contents** but the maximum amount **We** will pay is limited to 20% of the **Sum Insured** for the insured property which is destroyed.

17. Loss of Rent

This Additional Benefit only applies where you have Home Buildings cover

Where **We** agree that the **Home Building** **You** let to **Tenants** has suffered insured loss or damage to such an extent that it is **Unlivable** during the **Period of Insurance**, **We** will pay the loss of rent (or rentable value if **Your Home Building** is between tenants at the time the loss or damage occurred) for:

- a) the period which is reasonably necessary to make the Home Building livable; or
- b) 12 months,

whichever period of time is the lesser.

The maximum **We** will pay is \$30,000 for any one **Occurrence** and in the aggregate in any **Period of Insurance**. Payments under this Additional Benefit are in addition to the **Sum Insured** for the relevant **Home Building**.

We will not pay for loss of rent if **We** have agreed to pay **Your** claim under the Additional Benefit 1. Alternative accommodation.

18. Reinstatement of Sum Insured (Partial Losses)

This Additional Benefit only applies where you have Home Buildings cover

Where the payment of a claim under this **Policy** reduces the **Home Buildings** and/or Unspecified **Home Contents Sum(s) Insured**, **We** will automatically reinstate the **Sum Insured** from the date of the loss or damage.

We will not reinstate the **Sum(s) Insured** nor refund any **Premium** where the claim is for a **Total Loss of Your Home Building** and/or **Your Unspecified Home Contents**.

19. Students' property in boarding school dormitory or university/college residential hall

This Additional Benefit only applies where you have Home Contents cover

If **Your** children are boarders at an **Educational Institution** and sustain loss or damage to their personal contents whilst located at the **Educational Institution's** residential dormitory or residential hall, **We** will pay up to \$10,000 per child for each **Occurrence**, with an aggregate limit of \$20,000 per **Period of Insurance**.

Cover will not be available for:

- a) loss of money, cheques and other negotiable instruments; or
- b) loss or damage caused by **Theft**, unless **You** have supplied evidence of forcible and violent entry to the room or locker where **Your** children's personal contents are stored within their boarding school dormitory, residential hall or university college.

20. Tax Audit

This Additional Benefit applies where you have Home Buildings cover or Home Contents cover

We will pay up to \$2,000 for accountant's fees following an audit of **Your** personal financial affairs by the Federal Commissioner of Taxation. **You** must advise **Us** of any such audit prior to the fees being incurred.

We will not pay claims for:

- a) any audit that relates to criminal activity;
- b) fees for work performed outside the statutory time limits allowed by the Federal Commissioner of Taxation;
- c) any fines, penalties or adjustments of taxation;
- d) any general audit that relates to **Your Farming Business** or any other business;
- e) fees incurred as a result of any fraudulent act or omission or any statement made by **You** or on **Your** behalf to a taxation officer which:
 - (i) is false or misleading; and
 - (ii) can be attributed to deliberate evasion or recklessness leading to a tax shortfall penalty or imposition of additional tax exceeding 25%;
- f) audit conducted in relation to any facts or circumstances of which **You** were aware, or ought to have been aware, prior to the commencement of this **Policy** which were likely to lead to **Your** making a claim under this Section;
- g) fees incurred in relation to any enquiries from the Australian Taxation Office which are not related to an identified intention to conduct an audit; or
- h) any fees in relation to any Self-Managed Superannuation Fund ("SMS") audits.

Optional Benefits (apply to Part A of Section 1)

If **You** have selected any one or more of the Optional Benefits described below, and those selections are displayed on **Your Schedule You** are covered for those **Optional Benefits** under this Section as part of the **Sum Insured** for **Your Home Building** or **Home Contents** where **You** have suffered insured loss or damage during the **Period of Insurance**.

The maximum amount that **We** will pay under this Section of the **Policy** is the limit referenced under each clause below, for any one **Occurrence** and in the aggregate per **Period of Insurance**.

1. Flood

We will pay up to the **Sum Insured** for loss or damage to **Your Home Building** and/or **Home Contents** caused by **Flood**.

Cover will not be available for:

- a) loss or damage caused by actions of the sea or a **Storm Surge**;
- b) loss or damage to:
 - (i) fences and gates;
 - (ii) garden borders, driveways, roads, paths, pavers or gardens;
 - (iii) jetties, wharves, and pontoons;
 - (iv) retaining walls;
 - (v) the liner and cover of a swimming pool or spa;
 - (vi) the surface of a tennis court or other sporting court; or
 - (vii) water in a swimming pool or spa.

2. Renewable Energy Pack

We will pay up to the **Sum Insured** shown in **Your Schedule** for loss or damage caused by a **Listed Event** to a **Domestic Solar Panel** attached to **Your Home Building** and specified on **Your Schedule** under this Optional Benefit.

A \$1,000 **Excess** applies to each and every claim.

Notwithstanding the section and general exclusions under this **Policy** and/or terms of this **Policy**, **We** shall not be liable for:

- a) Application of tools:
 - (i) loss or damage caused by or arising out of the direct application of any tool or process during the course of repair, maintenance, inspection, modification or overhaul.
- b) Guarantees of performance:
 - (i) liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency.
- c) Sonic bang:

- (i) loss or damage directly caused by the pressure waves of **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.
- d) Non-compliance with industry accreditation:
 - (i) any products and installation by individuals or businesses who aren't accredited or approved by the Clean Energy Council (<https://www.cleanenergycouncil.org.au/>).

What we will not pay for under Part A – Home Buildings and Home Contents

General exclusions which apply to all Sections of this **Policy** appear in the section headed 'General exclusions'. All exclusions applying to **Listed Events** apply equally to **Accidental Damage**. In addition to this, the following exclusions will also apply to **Accidental Damage**.

We will not pay for loss or damage:

- a) caused by a deliberate, intentional, malicious or criminal act by:
 - (i) **You, Your Family, Your** domestic helpers or **Your** tenants,
 - (ii) The invitees of **You, Your Family, Your** domestic helpers or **Your** tenants, or
 - (iii) Any person, where that person acted with **Your** knowledge and consent or that of **Your Family**.
- b) resulting from or caused by:
 - (i) the lawful seizure, confiscation, nationalization or requisition of property insured, or destruction of or damage to property by any government or public or local authority;
 - (ii) wear, tear, rust, corrosion, depreciation or gradual deterioration;
 - (iii) fungus, mildew, mould, algae, atmospheric or climatic conditions (other than **Storm, Rainwater** or **Run-off**);
 - (iv) defective work or materials, faulty workmanship or error in design. However, **We** will pay for resultant loss or damage that is caused directly by an event covered under this **Policy** if **You** did not know about, or could not reasonably have known about, the defect, faulty design or faulty workmanship at the time of the loss;
 - (v) settling, shrinkage or expansion in buildings, foundations, walls or pavements;
 - (vi) the removal or weakening of supports or foundations for the purpose of alterations, additions, renovations or repair;
 - (vii) mechanical, electrical or electronic breakdown with the exception of **Fusion** to electric motors as described under Additional Benefit 8. Fusion or burn out of electric motors, or Additional Benefit 13. Power surge;
 - (viii) any consequential loss other than that specifically provided by this **Policy**;

- (ix) any process of cleaning involving the use of chemicals, unless **You** have **Accidental Damage** cover and the chemicals used are domestic in nature;
 - (x) rodents, vermin, or insects (at any stage of their life cycle);
 - (xi) any gnawing, biting, chewing, pecking, clawing, scratching or in any way soiling or polluting:
 - i. **Your** contents outside **Your Home Buildings**; or
 - ii. any exterior part of **Your Home Buildings**; or
 - iii. any part of the interior of **Your Home Building** that is not fully enclosed and **Secured** prior to and at the time of the damage; or
 - iv. any part of the interior of **Your Home Buildings** if **You** or the occupier has permitted an animal to enter **Your Home Buildings**;
 - (xii) the deliberate application of heat (for example, this would include where an element under or forming part of a ceramic cook-top causes damage to the cook-top);
 - (xiii) tree roots (however, this exclusion applies only to damage caused directly by tree roots. For example, if tree roots damage and block a pipe, **We** will pay for the resultant damage to **Your Home Building** caused by **Water** overflowing in **Your Home Building**, but **We** will not pay for the damage to the pipe);
 - (xiv) **Flood**; unless **You** have selected Optional Benefit 1. Flood and it is shown in **Your Schedule** as being covered;
 - (xv) the action of the sea, high water, or tidal wave;
 - (xvi) **Water** seeping through a wall or floor;
 - (xvii) **Water** entering **Your Home Building** through an opening made for the purpose of alterations, additions, renovations or repair;
 - (xviii) any animal kept by **You** or **Your Family** or **Your** tenant, **Your** tenant's **Family** or **Your** tenant's visitors.
- c) to:
- (i) sporting equipment (including hang gliders) while in use or play;
 - (ii) bicycles while they are being used for any competition or contest including racing, pace-making time trial or hill climb;
 - (iii) the tyres of bicycles whilst being ridden;
 - (iv) damage to the appearance of the bicycle caused whilst the bicycle is being ridden such as scratching, denting, chipping or defacing. This does not include damage that materially affects the performance of the bicycle;
 - (v) items being used under water;
 - (vi) items for sale on consignment;
- (vii) **Electronic Data** unless the loss or damage is caused by a **Listed Event**. For the purposes of this exclusion, **Electronic Data** means any facts, concepts or information converted to a form usable for communication, display, distribution, processing by electronic or electromechanical data processing, or electronically controlled equipment which includes but is not limited to programs, software or other coded instructions for such equipment. For example: **You** are not insured for any damage to any information on **Your** computer including any computer program caused by a virus, trojan horse, worm, back door, trap door, logic bomb, bacteria, rabbit programs or any computer hacking; or
 - (viii) land.
- d) arising from or connected with the destruction, death, injury, illness, liability, cost or expense associated with an animal whether directly or indirectly caused by, resulting from, arising out of or in connection with any contagious or communicable animal disease.

Part B – Portable Effects

Part B cover is optional and only available if You have taken out cover for **Home Contents** under **Part A**. Where this optional cover has been selected it will be shown on **Your Schedule**.

What we cover

If **You** have selected and paid for the optional cover for **Portable Effects**, **We** cover **You** and **Your Family** for loss of or damage to **Unspecified** or **Specified Portable Effects** anywhere in **Australia** or New Zealand and anywhere else in the world, up to the amount shown in **Your Schedule** for that particular type of **Portable Effect**:

- a) for up to 60 days in any one **Period of Insurance**, if **You** have **Listed Events** cover for **Your Home Contents**; or
- b) for up to 90 days in any one **Period of Insurance**, if **You** have **Accidental Damage** cover for **Your Home Contents**.

Unspecified Portable Effects

The **Unspecified Portable Effects** option is only available if **You** select **Listed Events** cover for **Your Home Contents**.

This is because **Your Home Contents** are automatically insured under Additional Benefit 2. Home Contents temporarily removed from the address if **You** have selected **Accidental Damage** cover.

You can select **Unspecified Portable Effects** without having to specify individual items, but **You** need to nominate a total **Sum Insured** to cover all **Unspecified Portable Effects**. **Your Schedule** will indicate if **You** have chosen **Unspecified Portable Effects** as well as the total **Sum Insured** for **Unspecified Portable Effects**.

Specified Portable Effects

If **You** select **Specified Portable Effects** cover, then **You** must specify each item **You** wish to cover and provide valuations and/or receipts for each item, unless **We** tell **You** that a valuation and/or receipt is not required. **Your Schedule** will indicate if **You** have chosen **Specified Portable Effects** cover.

If **You** have selected **Listed Events Cover** and require cover for items while they are temporarily removed from the **Address**, and those items are not covered under Additional Benefit 2. – Home Contents temporarily removed from the address, then **You** must specify each item for which **You** require cover as a **Specified Portable Effect**.

If **You** have **Accidental Damage** cover, Additional Benefit 2. Home Contents temporarily removed from the address, automatically indemnifies::

- a) jewellery, gold or silver articles, furs, watches;
- b) collections of any kind; and
- c) mobile cellular telephones, portable electronic equipment (including portable computers, PDAs, hearing aids);

while they are temporarily removed from the **Address**, up to \$10,000 per item and a total of \$20,000.

In addition, other portable items that have sub-limits listed in the tables within 'Maximum amounts we will pay' are automatically insured up to their sub-limits under Additional Benefit 2. Home Contents temporarily removed from the address, while they are temporarily removed from the **Address**.

If **You** wish to cover any of these items while they are temporarily removed from the **Address** for amounts greater than the limits provided under Additional Benefit 2. Home Contents temporarily removed from the address, then **You** need to select and pay for this **Specified Portable Effects** option.

How we will pay your claim under Section 1 – Part B (Portable Effects)

We will either:

- repair or replace the **Portable Effects** which have been damaged; or
- pay **You** the reasonable costs of repairing or replacing the damaged **Portable Effects** to the same condition as when they were new; or
- pay up to the **Sum Insured** shown in **Your Schedule**.

For Unspecified Portable Effects

We will pay up to the total **Sum Insured** for **Unspecified Portable Effects**. However, for each **Unspecified Portable Effects** item, **We** will not pay more than 25% of the **Sum Insured** for **Unspecified Portable Effects** shown in **Your Schedule**.

For Specified Portable Effects

We will pay up to the **Sum Insured** shown in **Your Schedule** against each specific item.

If **We** pay to replace a **Specified Portable Effects** item, **We** will pay no more than the amount that it would cost **You** to replace the item with an item substantially the same as, but not better than when that item was new. However, if **You** have specified the **Portable Effects** item for a higher amount, and supplied a registered valuation (unless otherwise agreed in writing with **Us** that it doesn't need to be registered) for that amount, **We** will pay that amount.

If **We** agree to pay a claim where home movies or home videos or any similar recorded material is destroyed, **We** will pay for the replacement with similar new, blank recordable item(s).

If **We** agree to pay a claim where legally acquired software is lost, damaged or destroyed, **We** will pay the cost to replace it with the nearest equivalent new software. **We** will not pay for any software that was acquired by **You** illegally or at no cost.

If a replacement item is not commercially available in **Australia**, **We** will replace the item with the nearest equivalent or similar new item available in **Australia** or overseas or pay the cost to replace the item with the nearest equivalent or similar new item available in **Australia** or overseas.

If any item lost or damaged is part of a **Pair or Set**, or it can't be replaced because:

- **We're** unable to reasonably match it; or
- the functionality of the **Pair or Set** is lost (e.g. hearing aids/sporting equipment)

You can choose to either:

- surrender the remaining item(s) to **Us**, in which case **We'll** pay the replacement value of the **Pair or Set**, up to any applicable limit; or
- keep the remaining item(s), in which case **We'll** pay the replacement value of the lost or damaged item.

We pay no more than the actual value of the item. **We** do not give any allowance for any special value it may have as forming part of a **Pair or Set**, or for any reduction in value of the remaining part or parts.

What is not covered under Section 1 – Part B

General exclusions which apply to all Sections of this **Policy** appear in the section headed 'General Exclusions'. The following additional exclusions apply to Section 1 – Part B of the **Policy**:

We will not pay for loss or damage to:

- bicycles, unless **You** have insured them as **Specified Portable Effects**;
- items being cleaned, repaired, restored, or on exhibition away from the **Address of Your Home Buildings**;
- cash, negotiables or financial transaction cards, unset precious or semi-precious stones;
- Vehicles** (including **Motor Cycles** and motor scooters), **Aircraft**, aerial devices, **Watercraft** or anything associated with these items; or
- property used in connection with a profession, trade or business, or otherwise for reward.

Specific Conditions (applying to Section 1)

1. Occupancy

If **Your Home Building(s)** is **Unoccupied** for more than 90 consecutive days out of any period of 120 days (regardless of **Policy** commencement), **You** must tell **Us** and obtain **Our** written agreement for **Your** cover to continue. If **We** agree for **Your** cover to continue, it may be subject to additional reasonable conditions that **We** impose. For example, **We** may impose conditions such as turning off power and water at the mains of the **Home Building** whilst it is **Unoccupied**.

If **You** do not do so, cover for **Your Home Building** and/or **Home Contents** is limited to loss or damage caused by lightning, thunderbolt, riot and civil commotion, **Tsunami** and earthquake and damage directly caused by **Impact** by a **Motor Vehicle**, **Watercraft**, space debris, **Aircraft**, rocket, satellite or branch for the period in excess of 90 consecutive days during which **Your Home Building** has been left **Unoccupied**.

However, **We** do not cover **You** against any subsequent resultant damage such as rainwater entering any opening made by **Impact** or looting subsequent to a riot.

The period of 90 consecutive days is calculated from the date when **Your Home Building** was last **Occupied** regardless of the commencement or renewal date of this **Policy**.

2. Burglary

If **We** have agreed to cover **Your Home Contents** only if burglary protection devices are installed, then this will be shown in **Your Schedule**.

If any of these devices are removed, altered, or left inoperative while **You** are absent from the **Address** and where **You** were aware or ought to have been aware of the removal, alteration or in-operation of the devices, or a reasonable person in the circumstances would have known, without **Our** prior consent, **We** may have the right to decline, or reduce a claim to which this action contributes.

Please refer to **Your Schedule** for details.

Excess

For each **Occurrence** which gives rise to a claim, **You** must pay the highest applicable Excess shown in either this **Policy Wording** or **Your Schedule** in relation to that **Occurrence**.

Where a sub-limit is applicable, the **Excess** will be applied to the claim prior to applying the sub-limit.

Where one **Occurrence** gives rise to a claim under more than one subsection of Section 1 – Home Building, only one amount is payable being the largest single **Excess** applicable in relation to that **Occurrence**.

If there is a claim for loss or damage under this Section and Section 2 – Farm Property arising from the same **Occurrence**, **You** need only pay the higher of the two or more **Excesses** applicable to those Sections.

If **Your** claim is are paid for one **Occurrence** and **You** also receive an Additional Benefit under any Section, where the need arises due to that Occurrence, only one **Excess** is payable.

Specific Definitions in Section 1

There are some words in this Section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Domestic Solar Panel	means: a) a set of electrically connected solar photovoltaic modules including a solar hot water panel, used primarily for domestic purposes, which are roof mounted on to Your Home Building and connected to a direct current power inverter and any supporting solar battery system; b) with a maximum input voltage of 400 Volts Direct Current (VDC), and/or output power rating of 5000 watts, and/or output voltage of 240 Volts Alternating Current 0/AC.
Listed Event	means the events listed in Section 1. Home – Listed Events which We will cover You against, subject to the Policy conditions and exclusions.
Open Air	means anywhere at Your Farm other than: a) inside a lockable structure; or b) inside, or on, any Motor Vehicle or caravan which is located in a secure and locked structure. For the avoidance of doubt, a Motor Vehicle or caravan located in an enclosed, locked structure is not in the Open Air .
Pair or Set	means a group of similar or related items that are valued more together, or as a pair, than individually.
Paraplegia	means the loss of use of both arms and both legs in their entirety that continues for a period of 12 months and for which there is a prognosis made by a qualified and registered medical practitioner that it will continue for an indefinite period.
Portable Effects	means items of personal property which are designed to be worn or carried by a person including: a) luggage, mobile phones, portable computers, hearing aids, contact lenses, and prescription glasses and sunglasses; b) jewellery, gold or silver objects, watches; c) sporting equipment, camping equipment, back packs, sleeping bags; d) photographic/video equipment, musical equipment, battery operated sound equipment; e) binoculars, clothing, wheelchairs, crutches, walking sticks, prams/strollers.
Quadriplegia	means the loss of use of both arms and both legs in their entirety having lasted 12 consecutive months and at the expiry of that period is beyond hope of improvement.
Secured	means there is no open window or door that allows any person(s) or animal(s) to enter Your Home Building .
Specified Contents	mean items of distinct value that You have individually listed as specified items in Your Schedule under Specified Contents .
Specified Portable Effects	means Portable Effects that are individually specified in Your Schedule , under Specified Portable Effects , along with their respective values.
Unlivable	the Home Building , due to an incident: a) is unsafe to live in; or b) has disabled access and/or mobility handles and rails required by you and/or your family that are damaged to the extent that they are no longer fit for purpose; or c) is not furnished such that it is comfortably habitable; or d) does not contain a functioning refrigerator and cooking appliance; or e) does not have functional bathroom facilities; or f) is not connected to the electricity supply; or g) is not connected to hot and cold running water.
Unspecified Portable Effects	mean Portable Effects that are not individually specified in Your Schedule .

Section 2 – Farm Property

This Section provides cover for loss or damage to **Your Farm Property** resulting from **Accidental Damage** or **Listed Events**. **Your Schedule** will show whether **You** have cover for **Accidental Damage** or when **You** have cover for **Listed Events**.

Cover is subject to the limits, conditions and exclusions set out in the **Policy** and **Your Schedule**.

PART A – Farm Property

1. **Farm Property – what You are covered for**

If **You** have **Farm Property** cover, **You** will be covered for either:

- a) **Accidental Damage**; or
- b) **Listed Events**.

Your Schedule will show whether **You** have cover for **Accidental Damage** or **Listed Events**.

2. **What is Farm Property?**

The types of **Farm Property** that are covered under this Section of the **Policy** are:

- a) **Farm Buildings**;
- b) **Farm Contents**;
- c) **Farm Infrastructure and Improvements**;
- d) **Hay**;
- e) **Farm Produce**;
- f) **Fencing**;
- g) **Windmills, Pumps and Irrigation Equipment**;
- h) **Livestock**
- i) **Solar Panels**;
- j) **Trellis Equipment**
- k) **Greenhouse**; and
- l) **Fabric Shelter**.

3. **What is Accidental Damage?**

Accidental Damage has the meaning set out in the 'Definitions applicable to the whole Policy'.

4. What is a Listed Event?

For the purpose of this Section, cover for **Listed Events** is set out in the table below.

Listed Events	
Covered against	Not covered against
<p>Bursting, leaking, discharging or overflowing of liquid from a fixed apparatus or system.</p> <p>We will also pay for the cost of locating the burst or leak, or the cause of the discharge or overflow, including any damage resulting from doing so, provided the liquid has caused damage or loss which is insured.</p>	<p>Loss or damage which occurs as a result of Your failure to repair or prevent the burst, leak, discharge or overflow of liquid within a reasonable amount of time of discovering the Occurrence.</p> <p>The cost of repairing or replacing the defective item from which the liquid escaped.</p>
<p>Deliberate or intentional acts (other than vandalism or Theft) committed by someone other than You, Your Employees or someone acting with Your express or implied consent</p>	<p>Deliberate or intentional acts omissions by You or anyone acting with Your express or implied consent.</p> <p>Deliberate or intentional acts of Your tenant.</p> <p>Damage resulting from any act of vandalism or Theft.</p>
<p>Earthquake, Tsunami, subterranean fire or volcanic eruption</p>	
<p>Fire or smoke</p>	<p>Loss or damage by fire caused by the Farm Property's own spontaneous combustion, fermentation or by heating or process of heating except in respect of Hay or Farm Produce.</p>
<p>Lightning or thunderbolt</p>	
<p>Explosion</p>	<p>Destruction of or damage to boilers, pressure Vehicles or economisers which explode.</p>
<p>Impact by:</p> <p>a) a falling tree or part of a tree;</p> <p>b) an animal;</p> <p>c) a Vehicle, Aircraft, Drone or boat;</p> <p>d) space debris or debris from an Aircraft, rocket or satellite or Drone;</p> <p>e) a falling Windmill, mast, aerial, antenna or satellite dish that has broken or collapsed.</p>	<p>Loss or damage caused by felling or lopping of trees at the Address unless performed by a licensed professional and You have obtained approval from a local government council or other authority where required, to fell or lop the trees;</p> <p>Loss or damage caused by domestic animals owned by You, or Livestock impacting other Livestock or animals.</p> <p>Loss or damage to:</p> <p>a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i>.</p> <p>b) a falling Windmill <i>itself</i>.</p>
<p>Malicious damage</p>	<p>Damage caused by You, Your tenants, Your Employees, or a Resident, or the invitees of You, Your tenants, Your Employees, or a Resident.</p>
<p>Landslide or Subsidence</p> <p>If You have Farm Buildings cover shown in Your Schedule, We will cover loss or damage to Your Farm Building caused directly by Landslide, mudslide, earth movement or Subsidence if the damage occurs within 72 hours of and as a direct result of one of the following specific Listed Events:</p> <p>a) Storm, Rainwater or Run-off;</p> <p>b) Earthquake or Tsunami; or</p> <p>c) explosion.</p>	<p>Damage to Your Farm Building caused directly by Landslide, mudslide, earth movement or Subsidence that occurs more than 72 hours after</p> <p>a) Storm, Rainwater or Run-off;</p> <p>b) Earthquake or Tsunami; or</p> <p>c) explosion.</p>

Listed Events	
Covered against	Not covered against
Riot, civil commotion, industrial or political disturbance We will cover loss or damage caused by: <ul style="list-style-type: none"> a) strikers or locked out workers; b) persons taking part in riots, civil commotions or labour disturbances; and c) any unlawful authority in connection with (a) and (b). 	
Storm, Rainwater or Run-off	Damage caused by or arising out of: <ul style="list-style-type: none"> a) Flood; b) Flood water combined with Run-off and/or Rainwater; c) steam or condensation; d) Water seeping or percolating from outside the premises; e) Water entering the Farm Property as a result of structural defects, faulty design of the Farm Property, faulty workmanship, where You were aware or ought to have been aware of the faulty workmanship, design or structural defect, or a reasonable person in the circumstances would have known, at the time of the commencement of this Policy; f) any action of the sea, high water or tidal wave; or g) Storm Surge. Damage to: <ul style="list-style-type: none"> a) Hay or Farm Produce unless it is contained in an Enclosed Building or a Sealed Silage Structure and the damage is caused directly by Water entering through an opening created by a Storm; b) Fabric Shelters or netting, textile awnings, blinds or signs, Greenhouses, wind turbines; c) Fencing, gates, retaining walls and free-standing walls unless they are made of brick, concrete, masonry, stone or steel or timber (if the timber construction is less than twenty years old); d) pumping or irrigation equipment in the Open Air unless they are fully assembled for use in irrigation and designed to function without the protection of walls or a roof; e) Farm Buildings in the course of construction or reconstruction or to their Farm Contents unless the Farm Building is fully enclosed with all outside doors and windows permanently in place; f) Farm Contents unless it contained in an Enclosed Building, or designed to function without the protection of walls and a roof; g) Farm Property located in a watercourse; or h) growing crops or plants.

How we will pay your claim under Section 2 – Farm Property

Farm Buildings, Farm Contents, Farm Infrastructure and Improvements

Claims for **Farm Buildings**, **Farm Contents** or **Farm Infrastructure** and Improvements will be settled in one of two ways:

- a) reinstatement or replacement value; or
- b) **Indemnity Value**.

Your Schedule will show which basis of settlement applies.

Regardless of the basis of settlement, **We** will also pay the additional costs required to comply with any statutory authority or by-laws (including home building, housing, planning, heritage, demolition, work health and safety, and contractor licensing legislation, regulations and codes) associated with repair or removal of **Farm Property**, provided **You** were not required to comply with any of the by-laws prior to the loss or damage occurring. **We** will not pay more than the **Sum Insured** shown in **Your Schedule** per item insured.

Reinstatement or replacement value

If **Your Schedule** shows that the basis of settlement is reinstatement or replacement, **We** will do one of the following:

- a) repair the damaged part(s) of **Your Farm Buildings, Farm Contents or Farm Infrastructure and Improvements**;
- b) pay **You** the reasonable cost of repairing, rebuilding or replacing the damaged part(s) of **Your Farm Buildings, Farm Contents or Farm Infrastructure and Improvements** to the same or substantially the same condition as when they were new; or
- c) pay **You** up to the amount of the **Sum Insured** shown in **Your Schedule** for the property that has been lost or damaged.

Farm Buildings may be rebuilt at another location provided **We** agree in writing (this agreement not being unreasonably withheld) and, unless it is unsafe to rebuild at the existing location, **You** pay any additional costs beyond the reasonable cost payable to rebuild, replace or repair the damaged **Farm Building** at its original location.

You must commence to rebuild, replace or repair within six months of the damage. If **You** do not, **We** will pay **Your** claim in accordance with the **Indemnity Value** basis of settlement, unless **We** have agreed in writing (that agreement not being unreasonably withheld) to extend the period.

If **You** believe that, due to special circumstances, **You** have a reason to delay the repair, replacement or rebuilding for more than six months, **We** will give consideration to those circumstances, and **We** may:

- not charge **You** for any increase in cost caused by the delay; or
- pay the reasonable cost that would have been incurred to repair, replace or rebuild **Your Farm Buildings** at the time the claim was approved.

We will adjust **Your** claims payment in accordance with the GST provision under General conditions 11. Taxation Considerations.

Where it is not possible to use the original materials during the repair or rebuilding process, **We** will replace the materials with the nearest equivalent or similar materials available or pay the cost to replace the similar new materials available.

Where **Your Farm Building** is a **Total Loss**, **We** will pay no more than the reasonable cost of replacement of **Your Farm Building** when it was new, even if **Your Sum Insured** is for a greater amount.

When **We** pay a claim for a **Farm Building** that is a **Total Loss**, Your cover for that Farm Building comes to an end.

Should **You** replace **Your Farm Building** that was a **Total Loss**, at **Your request**, **We** will provide **You** with a quote to insure the new **Farm Building**. This quote will be provided in accordance with Our standard underwriting criteria and terms and subject to the conditions of the cover contained within. Any new cover will commence once **You** accept Our new terms and pay or agree to pay Us the required Premium.

If **Your Farm Building** is a **Total Loss** and **You** fail to commence rebuilding within six months of the damage occurring (or any other period as agreed in writing by **Us**) **You** will have to pay the increased cost caused by **Your** delay.

If **You** do not proceed to repair or rebuild **Your** damaged **Farm Building**, **We** will pay **You**:

- the reasonable cost to repair or rebuild **Your Farm Building** less an amount for depreciation on the age and condition of **Your Farm Building**, with that amount to be calculated by:
 - comparing the value of an item with an item of similar age and condition; and
 - establishing the actual cost of an item with similar age and condition; or
- the land valuation and **Farm Building** valuation of the specified **Address** immediately prior to the loss or damage, less the value of the land and the **Farm Building** immediately after the loss or damage.

For claims in respect of freestanding walls damaged or destroyed as a result of **Storm, Rainwater** or **Run-off**, **We** will adjust the claim settlement for depreciation based on age and condition, with that amount to be calculated by:

- comparing the value of an item with an item of similar age and condition; and
- establishing the actual cost of an item with similar age and condition.

Indemnity Value

If **Your Schedule** shows the basis of settlement is **Indemnity Value** **We** will do one of the following:

- repair, rebuild or replace your **Farm Buildings, Farm Contents** or **Farm Infrastructure and Improvements**; or
- pay **You** the reasonable cost of repairing, rebuilding or replacing the damaged part of the **Farm Buildings, Farm Contents** or **Farm Infrastructure and Improvements**, to the same or substantially the same condition it was in at the time the loss or damage occurred; or
- pay **You** the **Indemnity Value** of the **Farm Buildings, Farm Contents** or **Farm Infrastructure and Improvements**

up to the **Sum Insured** shown on **Your Schedule** for the property that has been lost or damaged.

Hay or farm produce

Where **Your** claim is for **Hay** or **Farm Produce**, **We** will pay **You** either:

- the amount calculated by multiplying the quantity of **Hay** or **Farm Produce** lost or damaged by the **Market Value** at the time of loss or damage; or
- the **Sum Insured** shown in **Your Schedule** for **Hay** or **Farm Produce**.

Livestock

Where **Your** claim is for **Livestock**, **We** will pay **You** the **Market Value of Livestock** up to the **Sum Insured**.

Claim Example Table	
Sum Insured	\$30,000
Market Value of Livestock at all Your Farm(s)	*\$50,000
Market Value of Livestock at all Your Farm(s) lost or damaged	\$20,000
Claim payable subject to applicable Excess	\$20,000
* This value used purely illustration purposes. The actual value is irrelevant for claim calculation purposes since underinsurance does not apply.	

Fencing

Where **Your** claim is for **Fencing**, **We** will either:

- repair or rebuild the damaged part(s) to the same condition as when they were new;
- pay **You** the reasonable cost of repairing or rebuilding any damaged part(s) to the same condition as when they were new; or
- pay **You** up to the **Sum Insured** specified in **Your Schedule**.

If **Fencing** is insured by the **Policy**, **We** will also cover **You** for the cost of labour and materials for **Fencing** unless shown otherwise in **Your Schedule**.

You may relocate **Fencing** destroyed by fire, but **We** will not pay for the relocation of any undamaged portion of any **Fencing**, or any more than would have been payable had the **Fencing** been repaired or replaced where it was originally located.

We do not pay for any **Fencing** that has not been damaged.

The maximum amount **We** will pay for any one claim and all claims for **Fencing** in any one **Period of Insurance** is the **Sum Insured** shown in **Your Schedule** for **Fencing**.

All other farm property claims (not otherwise set out above)

Where **Your** claim is for any other **Farm Property** (not otherwise set out above), **We** will:

- repair, rebuild or replace the damaged part(s) of the property
- pay **You** the reasonable cost of repairing, rebuilding or replacing the damaged part(s) of the property to the same or substantially the same condition it was in at the time the loss or damage occurred,
- pay **You** the **Indemnity Value** of the damaged property

up to the amount shown in **Your Schedule** in respect of the particular type of **Farm Property** that has been lost or damaged.

Excess

For each **Occurrence** which gives rise to a claim, **You** must pay the Basic Excess shown in **Your Schedule** for the relevant **Farm Property**.

If there is a claim for loss or damage under this Section and Section 1 – Home Property, arising from the same **Occurrence**, **You** need only pay the higher of the two or more **Excesses** applicable to those Sections.

If a claim is paid under this Section and **You** also receive an Additional Benefit, where the need arises due to that **Occurrence**, no **Excess** will apply to that Additional Benefit.

Any loss or damage to **Hay** or **Farm Produce** as a result of spontaneous combustion will incur an imposed **Excess** of \$2,500. This Excess applies in addition to the Basic Excess.

Additional Benefits (applying to Section 2)

Unless stated otherwise, **We** will pay the following Additional Benefits under this Section in addition to the **Sum Insured** for **Farm Property**.

1. Alterations, additions and new buildings

If during the **Period of Insurance** **You** make alterations or additions to **Farm Buildings**, or construct a new **Farm Building**, this **Policy** will automatically be amended to include cover under cover under Part A – **Farm Property** for the alterations, additions or new **Farm Building** for a period of 30 days from the date of completion, or until the **Policy** next renews, whichever occurs first, provided the value of the work does not exceed the lesser of \$25,000 or 10% of the **Farm Building(s)** that are already listed in **Your Schedule**.

If **You** require **Us** to cover the alterations, additions or new **Farm Building** beyond this period, **You** must advise **Us** and pay any additional **Premium** applicable.

If **You** make a claim for loss or damage to the alterations, additions or new **Farm Building** during the period which this Additional Benefit is applied, **We** will require that **You** pay any additional premium payable to insure the alterations, additions or new **Farm Buildings** from the date of their completion.

2. Farm Produce and Hay in transit

We will cover loss of or damage to **Hay** or **Farm Produce** up to a maximum of \$2,500 during transit following collision or overturning of the **Vehicle** carrying the **Hay** or **Farm Produce** during the **Period of Insurance**, provided **You** have selected cover for **Hay** or **Farm Produce** and it is shown in **Your Schedule**.

We will not pay if the vehicle carrying the **Hay** or **Farm Produce**:

- is not owned by **You**; or
- is not in the direct control of **You** or an authorised **Employee** of **Yours**.

3. Fire extinguishment costs

We will pay for the reasonable and necessary costs **You** incur in extinguishing any fire at **Your Farm**, or any fire which threatens **Your Farm** during the **Period of Insurance**. **We** will also pay to replenish fire-fighting equipment for the **Indemnity Value** of fire-fighting equipment belonging to **Your** neighbours which is damaged while fighting a fire on **Your Farm**. The maximum **We** will pay under this Additional Benefit is \$10,000 in any one **Period of Insurance**.

4. Fusion of an electric motor

We will pay up to \$1,000 for the cost of rewinding or replacing a fused motor up to 2 kw not more than 7 years old, used in the day-to-day operation of **Your Farming Business** provided the damage is caused by the burning out of the motor by an electric current in pumps or fixed machinery (other than the types set out below).

We will not pay for any associated costs of removal, repair, retrieval or installation and **We** will not pay for damage to:

- a) refrigeration or air-conditioning equipment;
- b) submersible or turbine pumps;
- c) dairy machinery; or
- d) irrigation equipment.

Each claim is subject to an **Excess** of \$100.

5. Destruction of Livestock

If **We** agree to pay a claim for **Livestock** under Section 2, **We** will also pay for the reasonable and necessary costs, up to a maximum of \$2,500, which **You** incur in:

- a) destroying the **Livestock** for humane reasons;
- b) disposing of the **Livestock** carcasses;
- c) reduction in value of injured **Livestock** if **You** need to sell them within 30 days of a fire to reduce **Your** financial loss.

Any amount **We** pay under this Additional Benefit is subject to the limit of the **Sum Insured** for **Livestock**. **We** will pay either the difference between the **Indemnity Value** immediately before the fire and at the time of sale, or the **Sum Insured**, whichever is the lesser.

6. Professional fees and legal costs

If a **Farm Building** has been damaged and the damage is insured under Section 2, **We** will pay the reasonable professional fees incurred to rebuild or repair the **Farm Building**. **We** will pay **Your** legal costs incurred for the discharge of any mortgage(s) on the **Farm Building** following settlement of a claim for the **Total Loss** of the **Farm Building**.

The cost of professional fees and legal costs are payable as part of the **Sum Insured** for **Farm Buildings**.

7. Reinstatement of Sum Insured

If the **Sum Insured** is reduced following payment of a claim, other than a claim for the **Total Loss** of specified **Farm Property** listed on **Your Schedule**, **We** will automatically reinstate the **Sum Insured** from the date of the loss or damage unless:

- a) **You** request otherwise; or
- b) **We** tell **You** otherwise.

If **We** request an additional **Premium** for reinstatement, **You** must pay the additional **Premium** or cover will be reduced by the amount of the claim settlement.

The reinstatement provisions set out in this clause 7:

- a) do not extend to **Fencing**; and
- b) are subject to the condition that **Our** total liability under Section 2 - Farm Property will not exceed:
 - (i) in respect of any one claim, the relevant **Sum Insured** shown in **Your Schedule**; and
 - (ii) in respect of all claims in any one **Period of Insurance**, an amount equal to 200% of the relevant **Sum Insured** shown in **Your Schedule**.

8. Removal of debris

If **Farm Property** is destroyed or damaged and **We** have agreed to pay **Your** claim, **We** will also pay for the reasonable cost of demolition, storage and removal of debris that relate to the removal of debris from that part (or those parts) of the **Farm Property** which have been destroyed or damaged.

Any payment **We** make under this Additional Benefit will be in addition to any amount **We** pay for the loss and damage suffered by the relevant **Farm Property**.

The maximum **We** will pay under this Additional Benefit is 20% of the **Sum Insured** of the damaged **Farm Property**, which is in addition to the **Sum Insured**.

9. Temporary protection

If a **Farm Building** has been destroyed or damaged and **We** have agreed to pay **Your** claim, **We** will also pay the reasonable and necessary costs **You** incur for the temporary protection and safety of the **Farm Building** pending its repair or replacement, up to the maximum amount of \$5,000 during any one **Period of Insurance**.

10. Windbreaks destroyed by fire

We will pay for the replacement of trees and shrubs used as windbreaks or animal shade, or to prevent soil erosion or control salt levels, if they are lost due to fire. **We** will pay up to \$200 per tree or shrub, and up to \$5,000 per **Occurrence**.

What we exclude – Section - 2 Farm Property

General exclusions which apply to all Sections of this **Policy** appear in the section headed 'General Exclusions'. The following additional exclusions apply to Section 2 of this **Policy**:

1. Exclusions applicable for Accidental Damage cover

All exclusions under **Listed Events** apply equally to **Accidental Damage** of this Section 2. In addition to this, the following exclusions will also apply to **Accidental Damage**. **We** will not pay for:

- a) Damage or loss caused by:

- (i) deterioration and putrefaction of refrigerated goods, failure of water, gas, electric or fuel supply, dampness of atmosphere or other variations in temperature or exposure to light or darkness;
 - (ii) its own spontaneous combustion (other than the spontaneous combustion of **Hay** or **Farm Produce** covered by this **Policy**), fermentation, heating or any other process involving the direct application of heat, or any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the **Farm Property**;
 - (iii) incorrect siting or demolition of **Farm Buildings**, error or omission in design, plan, specifications or failure of design, or normal settling, seepage, shrinkage or expansion of building wall, pavement, and/ or similar part of the **Farm Buildings**, or any faulty packing, storage, loading or unloading, delivery or dispatch, where **You** were aware or ought to have been aware of the fault, or a reasonable person in the circumstances would have known, or a reasonable person in the circumstances would have known at the time of the commencement of this **Policy**;
 - (iv) action of the seas, tidal wave, high water, **Flood, Storm Surge, Subsidence**, erosion, earth movement or collapse, seepage of **Water** or **Water** entering the premises as a result of structural defects, faulty design or faulty workmanship, or the seepage or percolation of any substance through roofs, walls or floors where **You** were aware or ought to have been aware of the faulty workmanship, design or structural defect, or a reasonable person in the circumstances would have known at the time of the commencement of this **Policy**, unless it occurs as a result of damage caused by a **Listed Event**;
 - (v) the removal or weakening of supports or foundations during building alterations, additions, renovations or repair;
 - (vi) testing, intentional overloading or experiments, or mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine, electronic device or any process of cleaning or repair. **We** will also not pay for any loss, damage, or expense arising from the reduction in the functionality of any electronic equipment that is insured by this Section unless the loss, damage or expense is caused by a **Listed Event**;
 - (vii) roots from trees, white ants, termites, insects, birds or vermin, mould, mildew, wet or dry rot or evaporation, rust, oxidation or corrosion, contamination or **Pollution**, change of colour, texture, flavour or finish;
 - (viii) wear, tear, fading, scratching, marring, gradual deterioration, normal upkeep or making good; or
 - (ix) **Theft**, fraud or dishonest acts, faulty materials or workmanship, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation, malicious or intentional acts (other than arson) of **Your** tenants or persons normally residing with them where the act is committed by the tenant or person with **Your** knowledge and consent, unexplained inventory shortages or disappearances, shortage in the supply or delivery of materials to or from **You** or any inherent vice or defect.
- b) Damage caused to:
- (i) **Farm Produce** (with the exception of Additional Benefit 2. Farm produce and hay in transit), **Trellis Equipment** or **Solar Panels**;
 - (ii) **Windmills, Pumps & Irrigation Equipment**;
 - (iii) gates, **Fencing**, retaining walls, awnings, blinds or signs, glass, plastic, items of a brittle nature or cloth coverings, **Fabric Shelters, Greenhouses** and **Solar panels**;
 - (iv) **Livestock**, growing or standing crops, trees, shrubs, plants and other growing vegetation, semen and harvested embryos;
 - (v) property during and as the result of its processing, or during construction, erection, renovation or demolition; or
 - (vi) land.
- 2. Exclusions applicable to Listed Events cover and Accidental Damage cover**
- We** will not pay for loss or damage to any **Farm Property** in the open unless it is designed to function without the protection of walls and a roof.
- We** will not pay for:
- a) any legal liability **You** incur to pay **Compensation**, damages, fines or penalties;
 - b) any **Breakdown Costs** to repair or replace **Farming Property** due to:
 - (i) computer virus;
 - (ii) access to **Your Computer Systems** and records by any person not at or on **Your Farm**.
- We** will not pay for loss or damage under this Section arising from demolition ordered by government or public or local authorities due to failure by **You** or **Your** agents to obtain the necessary permits.

We will not pay for loss or damage to:

- a) any locomotive, rolling stock, **Watercraft**, hovercraft, **Drone** or **Aircraft**, including their accessories and/or spare parts;
- b) damage to bridges, canals, roadways, tunnels, railway tracks, dams, reservoirs (other than tanks) and their contents, or land, or loss of land value, unless specified on **Your Schedule** as insured; or
- c) mining property located beneath the surface of the ground, or contamination (including by chemicals or antibiotics) or pollution.

We will not pay for loss or damage directly or indirectly caused by or in connection with or arising from or occasioned through:

- a) rising damp or dampness, disease, inherent vice or latent defect, loss of weight;
- b) vermin, moths, termites or other insects, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variation in temperature, wet or dry rot, rising damp or dampness, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish.

We will not pay for loss or damage caused by or occasioned through mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine, electrical device or temperature controlling equipment unless caused by a **Listed Event**.

We will not pay for loss or damage to **Farm Property** caused by or arising directly or indirectly out of erosion, **Subsidence**, **Landslide** or mudslide or any other earth movement unless it is directly caused by and occurs within 72 hours of one of the following events:

- a) **Storm, Rainwater** or **Run-off**;
- b) **Earthquake** or **Tsunami**; or
- c) Explosion.

Specific Conditions (applying to Section 2)

1. Vacant Farm

If at the time of an **Occurrence** happening at **Your Farm**, it has been **Unattended** for more than 60 consecutive days, **We** will only pay for loss or damage to **Your Farm Property** if it is caused by **Storm, Rainwater, Tsunami** or earthquake, unless **We** have agreed otherwise in writing.

2. Cover ceases after a Total Loss

If **You** make a claim for a **Total Loss** of any item of **Farm Property** and **We** pay **You** or on behalf of **You**, then cover on that item of **Farm Property** ceases and **You** will not be entitled to any refund of **Premium**.

Should **You** replace **Your Farm Property** that was a **Total Loss**, at **Your** request, **We** will provide **You** with a quote to insure the new **Farm Property**. This quote will be provided in accordance with **Our** standard underwriting criteria and terms and conditions of the cover contained within. Any new cover will commence once **You** accept **Our** new terms and pay or agree to pay **Us** the required **Premium**.

Specific Definitions in Section 2

There are some words in this Section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Enclosed Building	means a fully enclosed Farm Building at Your Farm : a) with a weatherproof roof; and b) which is otherwise designed to withstand loadings that meet structural design actions for Farm Buildings as set out in relevant Australian building codes and standards, including AS/NZS 1170.
Fabric Shelter	means any structure on Your Farm that is used in the ordinary course of carrying on Your Farming Business and which: a) contains overhead fabric or waterproof membranes for shade and/or a protected weather environment; or b) is wholly or partly made of fabric (of any type including but not limited to extruded polymer, advanced polymer fabric, polyethylene fabric protection, or polyvinyl chloride otherwise known as "PVC"); or c) is the specific container for a portable Fabric Shelter .
Farm Building	means any shed or building listed in Your Schedule including: a) fixtures and fittings for which You are legally liable under the terms of a rental or leasing contract; b) fixed water or fuel tanks; c) stock yards; d) fixed services of water, sewerage, gas, electricity, telephones, radio receiving equipment owned by You , or for which You are responsible; e) grain or feed silos including fixed elevators forming part of such silos. Farm Building does not include: a) Home Buildings, Farm Contents or Portable Effects ; b) the parts of property undergoing erection, construction, alteration, where the total commercial value exceeds \$50,000; c) pontoons or fixed structures of any type (whether floating or not) that extend fully or partially into the sea, rivers or dams; d) silo bags, Solar Panels, Trellis Equipment, Fabric Shelters or Greenhouses ; e) roads, driveways and pathways (of any kind); f) fences and gates (of any kind).

Word(s)	Meaning
Farm Contents	<p>means the property that You own or for which You are responsible, contained within an Enclosed Building, or which is designed to operate in the Open Air, and which is used in the ordinary course of carrying out Your Farming Business including:</p> <ul style="list-style-type: none"> a) Farm tools and equipment, fencing materials (but not fencing itself) and accessories, portable electrical fencing; and b) silo bags, silage tarps, fertilisers, fuels and oil supplies, Farm chemicals, Livestock feed and similar Farm inputs. <p>Farm Contents does not include:</p> <ul style="list-style-type: none"> a) Farm Buildings or Home Contents; b) Livestock; c) Trellis Equipment; d) Hay; e) Farm Produce; f) Fencing; g) Solar Panels; h) Motor Vehicles (including but not limited to motorcycles, all-terrain Vehicles, motorised minibikes and motorised go-karts whether they are capable of being registered or not) or any of their accessories, equipment and/or spare parts; i) Windmills, Pumps and Irrigation Equipment; j) Farm Infrastructure and Improvements; k) caravans, trailers, boats, Aircraft, Drones or any of their accessories, equipment and/or spare parts; l) shrubs, plants or growing crops, land or water, soil, sand, gravel, bark or mulch; or m) domestic household contents of any kind or contents insured under Section 1.
Farm Infrastructure and Improvements	<p>means the following items used in the day-to-day operation of Your Farming Business which are shown in Your Schedule and which are owned by You or for which You are responsible:</p> <ul style="list-style-type: none"> a) telephone cables, telephone lines, power poles and the overhead wiring between the power poles and other fixed equipment that do not form part of and which are not attached to a Farm Building; b) free-standing gas, sewerage, water tanks, radio receiving equipment, Water stands, fuel tanks, stock yards, ramps, races, holding pens, feed troughs, drinking troughs, feed silos, grain silos and similar items not otherwise defined as being part of a Farm Building; c) other infrastructure that is up to 1.5 metres below ground including but not limited to water pipes, drainage and sewerage systems, irrigation systems ordinarily intended only for Farm use; d) miscellaneous above-ground structures not elsewhere defined or referred to in this Policy; e) sealed roads, sealed paths and sealed driveways up to the Sum Insured shown on Your Schedule; or f) Solar Panels up to the Sum Insured shown on Your Schedule. <p>Farm Infrastructure and Improvements does not include:</p> <ul style="list-style-type: none"> a) dams or earth irrigation canals, plants of any description; b) any type of path, road or driveway unless it is sealed and You have a selected a Sum Insured on Your Policy; c) Farm Buildings; d) Farm Contents; e) Fencing; f) Fabric Shelters; g) Greenhouses; h) Trellis Equipment; i) Hay; j) Farm Produce; k) Livestock; or l) Windmills, Pumps and Irrigation Equipment

Word(s)	Meaning
Farm Produce	<p>means:</p> <ul style="list-style-type: none"> a) grain harvested from any of feed or food crops whilst stored in an Enclosed Building, silo or other storage system after harvesting; b) silage of compacted, fermented, high-moisture grass fodder whilst stored in conventional anaerobic conditions; c) all other fruit, nut, berry, olives, oils and plants extracts and edible vegetable foods after harvesting from plants, whether processed or not, whilst protected from the elements and stored in an Enclosed Building, silo or storage system; d) Wool; <p>at Your Farm in the ordinary course of Your Farming Business. Farm Produce does not include Hay.</p>
Farm Property	<p>means the following property which You own or for which You are responsible:</p> <ul style="list-style-type: none"> a) Farm Buildings; b) Farm Contents; c) Farm Infrastructure and Improvements; d) Livestock; e) Hay; f) Farm Produce; g) Fabric Shelters; h) Fencing; i) Greenhouses; j) Trellis Equipment; k) Solar Panels; and l) Windmills, Pumps and Irrigation Equipment <p>which are used in the ordinary course of carrying out Your Farming Business.</p>
Fencing	means all boundary fencing, all internal fencing (including home and pool fencing), shared fencing, gates and electric fencing (including transformers and energisers) that You own or for which You are responsible.
Greenhouse	<p>means all types of structures intended to provide a protected environment for growing crops, plants or trees, including but not limited to a:</p> <ul style="list-style-type: none"> a) glasshouse; b) shade house; c) tunnel house; d) hot house; and e) shade structures.
Hay	means feed crop which has been baled, rolled, stacked which You own or for which You are responsible and which is listed in Your Schedule .
Listed Events	has the meaning set out in this Section 2.
Livestock	means all animals which You own or for which You are responsible and which are used in the day-to-day operation of Your Farming Business . Livestock does not include any domestic animals or pets (including working dogs), fish, crustaceans, oysters, or any other animals used in aquaculture farming.
Pasture	means grass or herbage used for the grazing of Livestock .
Sealed Silage Structure	means a sealed structure (whether fixed or movable) used in agriculture for storing grain, or fermented forage for Livestock feed known as silage, but which otherwise excludes a Farm chaser bin, field bin, bunker silo or silage pit.
Solar Panel	<p>means a Solar Panel or photovoltaic array, its power inverter and any supporting battery system, that is:</p> <ul style="list-style-type: none"> a) mounted on or affixed to a building; or b) a free standing, ground based solar array not mounted on or affixed to a building, c) used in the day-to-day operation of Your Farming Business and/or for supplying energy to the mains power grid.

Word(s)	Meaning
Trellis Equipment	means the posts, strainers, clips, irrigation laterals and sprinkler heads that form the support structure and irrigation infrastructure required for growing trees or vines.
Windmill	means fixed equipment at Your Farm that converts kinetic energy from the wind into mechanical energy used to drive machinery for pumping Water or milling grain that are used in the ordinary course of Your Farming Business . Windmill does not mean a wind turbine producing electric energy.
Windmills, Pumps and Irrigation Equipment	means pumps, pipes, Windmills , irrigation or spraying equipment that are used in the ordinary course of Your Farming Business .
Wool	means the shorn Wool which You own or for which You are responsible, listed on Your Schedule and located anywhere in Australia . For the purpose of this definition Wool includes mohair shorn from angora goats.

Section 3 – Motor Vehicles

Section 3 - Motor Vehicles provides for the following cover options:

- a) Option 1 – Comprehensive Cover;
- b) Option 2 – Third Party Liability; and
- c) Option 3 – Third Party Liability, Fire and Theft;

Section 3 provides cover for **Your Vehicle** or **Your** liability to others (or both), depending on the cover type **You** have selected.

A summary of each cover option is provided in the table below:

Cover Option	(Your Vehicle)			(Your liability to others)
	Accident	Fire	Theft	Legal liability
1. Comprehensive Cover	✓	✓	✓	✓
2. Third Party Liability	×	×	×	✓
3. Third Party Liability, Fire and Theft	×	✓	✓	✓

Where a heading of any clause below specifies:

- a) 'Private Motor Vehicle', this means that section only applies where **Your Vehicle** is listed under the heading 'Private Motor vehicles' in **Your Schedule**.
- b) 'Farm Motor Vehicle', this means that section only applies where **Your Vehicle** is listed under the heading 'Farm Motor Vehicles' in **Your Schedule**.

Option 1 – Comprehensive Cover

Your Schedule will show if **You** are insured for Comprehensive cover.

What you are covered for

1. Your vehicle – cover for accidental loss or damage

We cover accidental loss (including **Theft**) or damage to **Your Vehicle** during the **Period of Insurance**.

For Private Motor Vehicles, where **Your Schedule** shows the basis of settlement is **Vehicle Market Value**, **We** will do one of the following:

- a) repair **Your Vehicle**; or
- b) pay **You** the reasonable cost of repairing **Your Vehicle**; or
- c) pay **You** the **Vehicle Market Value** of **Your Vehicle**.

For Farm Motor Vehicles, where **Your Schedule** shows the basis of settlement is **Vehicle Market Value**, **We** will do one of the following:

- a) repair **Your Vehicle**; or
- b) pay **You** the reasonable cost of repairing **Your Vehicle**; or
- c) pay **You** the lesser of:
 - (i) **Vehicle Market Value** of **Your Vehicle**; or
 - (ii) the **Sum Insured** shown in **Your Schedule**.

Where **Your Schedule** shows the basis of settlement is **Vehicle Agreed Value**, **We** will do one of the following:

- a) repair **Your Vehicle**; or
- b) pay **You** the reasonable cost of repairing **Your Vehicle**; or
- c) pay **You** the **Sum Insured** shown in **Your Schedule**.

We will adjust **Your** claims payment in accordance with the GST provision under General conditions 11. Taxation Considerations.

Cover in respect of **Your Vehicle** will cease once **Your** claim for a **Total Loss** of **Your Vehicle** has been paid by **Us**. Should **You** replace **Your Vehicle** that was a **Total Loss**, at **Your** request, **We** will provide **You** with a quote to insure the new **Vehicle**. This quote will be provided in accordance with **Our** standard underwriting criteria and terms and subject to the conditions of the cover contained within. Any new cover will commence once **You** accept **Our** new terms and pay or agree to pay **Us** the required **Premium**.

2. Third party's property – cover for damages (legal liability)

We cover **Your** legal liability to pay **Compensation** for loss or damage to someone else's property caused by a motor vehicle accident during the **Period of Insurance** which is partly or fully **Your** fault.

Cover under this Section will only apply if **Your** legal liability for loss or damage to someone else's property arises out of the use of:

- a) **Your Vehicle**; and/or
- b) a caravan, trailer or anything lawfully towed by **Your Vehicle**.

We also cover the legal liability to pay **Compensation** for loss or damage to someone else's property of:

- a) any person who is driving, using or in charge of **Your Vehicle** with **Your** permission;
- b) a passenger travelling in **Your Vehicle** or who is getting into or out of **Your Vehicle**;
- c) **Your** employer, principal or partner arising from **Your** use of **Your Vehicle**.

We also cover **You** or a driver of **Your Vehicle** who is currently licensed and driving **Your Vehicle** with **Your** consent, for property damage arising out of:

- a) the loading or unloading of goods to or from **Your Vehicle**;
- b) goods being carried by or falling from **Your Vehicle**.

We do not cover legal liability for loss or damage to property:

- a) which is **Your** own property, or **Your** spouse's or de facto's property or to property which is in **Your** possession, custody or control; or
- b) which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund protecting such legal liability; or
- c) where **Your Vehicle** is not registered for use on public roadways; or

- d) when **Your Vehicle** is being used as a **Tool of Trade**.

3. Replacement of new vehicle after a total loss (Private Motor Vehicle only)

If:

- a) **Your Vehicle** was purchased new by **You** and becomes a **Total Loss** within two years of the date of first registration; and
- b) **You** were the first registered owner; and
- c) **Your Vehicle** has travelled less than 40,000 km on the date of the **Accident** that caused the **Total Loss**,

We will:

- a) replace **Your Vehicle** with a new **Vehicle** of the same make, model and series; or
- b) replace it with a **Vehicle** of similar new cost to which **We** both agree in writing.

When **We** replace **Your Vehicle**, we'll also pay for its initial stamp duty and registration fees, but not compulsory third party insurance if this is sold separately where **Your Vehicle** was last registered. **We** won't pay to purchase or transfer any extended warranty for the new car.

4. Third party liability – bodily injury

We cover **You** or a driver of **Your Vehicle** who is currently licensed and driving **Your Vehicle** with **Your** consent, for legal liability to pay **Compensation** for **Bodily Injury** or death arising out of the use of **Your Registered Vehicle** which cannot be insured by any compulsory liability insurance or statutory insurance scheme, and the reason(s) why the compulsory liability insurance or statutory insurance scheme does not apply does not involve a breach by **You** of legislation relating to motor vehicles.

5. Maximum limit

The maximum amount payable under this Section for damage to other people's property and/or supplementary **Bodily Injury** arising from a single event or series of related events, is the Limit of Liability shown in **Your Schedule**.

Additional Benefits (applying to Comprehensive cover)

Payments made under this Section will be in addition to any amount payable for the damage to **Your Vehicle** or any amount payable under legal liability.

1. Rental car following theft (Private Motor Vehicle only)

If **Your Vehicle** is stolen, **We** will arrange for a rental car to be provided:

- a) until **Your Vehicle** is recovered undamaged and **You** have been told of its location; or
- b) until **Your Vehicle** is recovered damaged and the damage is repaired; or
- c) until **We** settle **Your** claim by paying **You** the **Vehicle Agreed Value** or **Vehicle Market Value**.

We will pay up to \$75 per day for a maximum of 14 days for the rental car. **We** will only pay for the rental car if the hire has been arranged or approved by **Us** (that approval not being unreasonably withheld).

We will not pay for the cost of fuel used during the rental period or any accidental loss or damage to the rental car.

If a rental car is not available immediately, **We** will pay a travel allowance of up to \$30 a day until one becomes available.

2. Legal costs

Subject to **Our** agreement in writing (that agreement not being unreasonably withheld), **We** will also pay for reasonable and necessary legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered by Comprehensive Cover of this Section.

Legal costs and expenses relating to any criminal or traffic proceedings will not be covered by this **Policy**.

3. Substitute vehicle

We will cover **You** once only in any one **Period of Insurance**, for legal liability, up to the Limit of Liability shown in **Your Schedule**, for loss or damage to a third party's property while using a **Substitute Vehicle**. **We** will not cover:

- a) **Your** legal liability when a claim for the **Total Loss of Your Vehicle** has already been accepted; or
- b) **Your** legal liability when the **Substitute Vehicle** is unregistered; or
- c) accidental loss or damage to the **Substitute Vehicle**.

4. Trailer (Private Motor only)

If **Your** claim for **Theft** or damage to **Your Vehicle** has been accepted, **We** will cover accidental loss of or damage to any trailer which was attached to **Your Vehicle**. Any trailer which is separately insured, and property being carried in the trailer, will not be covered by this **Policy**.

5. Towing

Following **Theft** or **Accident** involving **Your Vehicle** which is rendered unsafe and unroadworthy and not drivable, **We** will pay the reasonable cost of protecting, removing and towing of **Your Vehicle** to the nearest repairer, place of safety or any other place as agreed by **Us**.

6. Personal effects

We cover personal effects and clothing belonging to **You**, **Your** spouse or dependent children which are:

- a) damaged in a collision involving **Your Vehicle**;
- b) stolen from **Your** locked **Vehicle**; or
- c) stolen at the same time as **Your Vehicle**,

and the damage or Theft of the Vehicle is covered by Comprehensive Cover of Section 3.

We will pay for the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum amount payable in respect of one **Accident** or **Theft** is \$1,500.

7. Re-keying and re-coding

We will pay for the replacement of **Your Vehicle's** keys and the necessary recoding of **Your Vehicle's** locks only when the keys to **Your Vehicle** are stolen.

The maximum amount **We** will pay to re-key and/or re-code **Your Vehicle** less the Basic Excess, will be \$1,000 for any one claim.

This cover is only available if:

- a) the **Theft** of **Your** keys has been reported to the police; and
- b) the keys have not been stolen by a **Family** member, invitee or person who resides with **You**; and
- c) **You** are not entitled to indemnity under any other **Policy**.

Cover is not available to **You** to claim for a rental **Vehicle** or any other Additional Benefit.

Specific Options for Comprehensive cover

These options are available for **Vehicles** listed as Private Motor Vehicles on **Your Schedule**. **Your Schedule** will show which option(s) apply.

1. Removal of Basic Excess for windscreen claims

For each **Vehicle** that **Your Schedule** shows this option applies to, where the windscreen or window glass is accidentally broken or damaged, **We** will not apply an **Excess** to **Your** claim.

This benefit only applies to:

- a) the first claim of each **Vehicle** benefiting from this option during any one **Period of Insurance**; and
- b) where the broken windscreen and window glass is the only damage to **Your Vehicle**.

2. Rental or loan car option

For each **Vehicle** that **Your Schedule** shows this option applies to, if the **Vehicle** is undergoing repairs after being damaged in an **Accident**, **We** will arrange for a rental or loan car to be provided from the later of:

- a) the date the repairs to **Your Vehicle** are authorised; or
- b) the date the repairs are to be commenced

until

- a) the repairs have been completed; or
- b) **We** settle **Your** claim.

We will pay up to \$75 per day for a maximum of 14 days for the rental or loan car. **We** will only pay for the rental or loan car if the hire has been arranged or approved by **Us** (that approval not being unreasonably withheld).

We will not pay for the cost of fuel used during the rental period or any accidental loss or damage to the rental car.

If a rental car is not available immediately, **We** will pay a travel allowance of up to \$30 a day until one becomes available.

Option 2 – Third Party Liability

Your Schedule will show if **You** are insured for Third Party Liability cover.

What you are covered for

1. Third party's property – cover for damages (legal liability)

We cover **Your** legal liability to pay **Compensation** for loss or damage to someone else's property caused by a motor vehicle accident during the **Period of Insurance** which is partly or fully **Your** fault.

Cover will only apply if **Your** legal liability for loss or damage to someone else's property arises out of the use of:

- a) **Your Vehicle**; and/or
- b) a caravan, trailer or anything lawfully towed by **Your Vehicle**.

We also cover the legal liability for loss or damage to someone else's property of:

- a) any person who is driving, using or in charge of **Your Vehicle** with **Your** permission;
- b) a passenger travelling in **Your Vehicle** or who is getting into or out of **Your Vehicle**;
- c) **Your** employer, principal or partner arising out of **Your** use of the **Vehicle**.

We also cover **You** or a driver of **Your Vehicle** who is currently licensed and driving **Your Vehicle** with **Your** consent, for property damage arising out of:

- a) the loading or unloading of goods to or from **Your Vehicle**;
- b) goods being carried by or falling from **Your Vehicle**.

We do not cover legal liability for loss or damage to property:

- a) which is **Your** own property, or **Your** spouse's or de facto's property or to property which is in **Your** possession, custody or control; or
- b) which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund protecting such legal liability; or
- c) where **Your Vehicle** is not registered for use on public roadways; or
- d) when **Your Vehicle** is being used as a **Tool of Trade**.

2. Third party liability - bodily injury

We cover **You**, or a driver of **Your Vehicle** who is currently licensed and driving **Your Vehicle** with **Your** consent, for legal liability to pay **Compensation** for death or **Bodily Injury** arising out of the use of **Your Registered Vehicle** which cannot

be insured by any compulsory liability insurance or statutory insurance scheme, and the reason(s) why the compulsory liability insurance or statutory insurance scheme does not apply does not involve a breach by **You** of legislation relating to motor vehicles.

3. Maximum limit

The maximum amount payable under this Section for damage to other people's property and/or supplementary **Bodily Injury** arising from a single event or series of related events, is the Limit of Liability shown in **Your Schedule**.

Additional Benefits (applying to Third Party Liability cover)

1. Substitute vehicle

We cover **You** once only in any one **Period of Insurance**, for legal liability, up to the Limit of Liability shown in **Your Schedule**, for loss or damage to a third party's property while using a **Substitute Vehicle**.

We will not cover:

- Your** legal liability when a claim for the **Total Loss** of **Your Vehicle** has already been accepted; or
- Your** legal liability when the **Substitute Vehicle** is unregistered; or
- accidental loss or damage to the **Substitute Vehicle**.

2. Uninsured vehicle

We cover loss or damage to **Your Vehicle** arising from an **Accident** during the **Period of Insurance** caused by the driver of an uninsured **Vehicle** up to a maximum amount of \$5,000.

This cover is only available if **You**:

- did not contribute to the cause of the **Accident**; and
- can provide:
 - the registration number of the other **Vehicle**; and
 - the name and **Address** of the person responsible for the **Accident**.

3. Legal costs

Subject to **Our** agreement in writing (that agreement not being unreasonably withheld) **We** will also pay for reasonable and necessary legal costs and expenses in defending any court proceedings which may arise from liability covered by Third Party Property Damage cover of this Section.

Legal costs and expenses relating to any criminal or traffic proceedings will not be covered by this **Policy**.

Option 3 – Third Party Liability, Fire and Theft

Your Schedule will show if **You** are insured for Third Party Liability, Fire and Theft cover.

What you are covered for

1. Third party's property – cover for damages (legal liability)

We cover **Your** legal liability to pay **Compensation** for loss or damage to a third party's property caused by a motor vehicle accident during the **Period of Insurance** which is partly or fully **Your** fault.

Cover will only apply if **Your** legal liability for loss or damage to someone else's property arises out of the use of:

- Your Vehicle**; and/or
- a caravan, trailer or anything lawfully towed by **Your Vehicle**.

We also cover the legal liability for loss or damage to someone else's property of:

- any person who is driving, using or in charge of **Your Vehicle** with **Your** permission;
- a passenger travelling in **Your Vehicle** or who is getting into or out of **Your Vehicle**;
- Your** employer, principal or partner arising out of **Your** use of the **Vehicle**.

We also cover **You** or a driver of **Your Vehicle** who is currently licensed and driving **Your Vehicle** with **Your** consent, for property damage arising out of:

- the loading or unloading of goods to or from **Your Vehicle**;
- goods being carried by or falling from **Your Vehicle**.

We do not cover legal liability for loss or damage to property:

- Which is **Your** own property, or **Your** spouse's or de facto's property or to property which is in **Your** possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund protecting such legal liability; or
- where **Your Vehicle** is not registered for use on public roadways; or
- when **Your Vehicle** is being used as a **Tool of Trade**.

2. Third party liability - bodily Injury

We cover **You**, or a driver of **Your Vehicle** who is currently licensed and driving **Your Vehicle** with **Your** consent, for legal liability to pay **Compensation** for death or **Bodily Injury** arising out of the use of **Your Registered Vehicle** which cannot be insured by:

- any compulsory liability insurance or statutory insurance scheme; and
- the reason or reasons why the compulsory liability insurance or statutory insurance scheme does not apply does not involve a breach by **You** of legislation relating to motor vehicles.

3. Maximum limit

The maximum amount **We** will pay for all claims under this Section for damage to a third party's property and/or **Bodily Injury** cover arising from a single event or series of related events is the Limit of Liability shown in **Your Schedule**.

4. Cover for loss or damage caused by Fire or Theft

We cover loss or damage to **Your Vehicle** caused by fire or **Theft** during the **Period of Insurance**.

For Private Motor Vehicles, where **Your Schedule** shows the basis of settlement as **Vehicle Market Value**, **We** will:

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

For Farm Motor Vehicles, where **Your Schedule** shows the basis of settlement as **Vehicle Market Value**, **We** will do one of the following:

- repair **Your Vehicle**; or
- pay **You** the reasonable cost of repairing **Your Vehicle**; or
- pay **You** the lesser of:
 - Vehicle Market Value** of **Your Vehicle**; or
 - the **Sum Insured** shown in **Your Schedule**.

We will adjust **Your** claims payment in accordance with the GST provision under General conditions 11. Taxation Considerations.

Additional Benefits (applying to Third Party Liability, Fire and Theft cover)

1. Substitute vehicle

We will cover **You** only once in any one **Period of Insurance** for legal liability, up to the Limit of Liability shown in **Your Schedule**, for loss or damage to a third party's property while using a **Substitute Vehicle**.

We will not cover:

- Your** legal liability when a claim for the **Total Loss** of **Your Vehicle** has already been accepted; or
- Your** legal liability when the **Substitute Vehicle** is unregistered; or
- accidental loss or damage to the **Substitute Vehicle**.

2. Legal costs

Subject to **Our** agreement in writing (that agreement not being unreasonably withheld), **We** will also pay for reasonable and necessary legal costs and expenses in defending any court proceedings which may arise from liability, fire or **Theft** covered by Third party Property Damage, Fire and Theft cover of this Section.

Legal costs and expenses relating to any criminal or traffic proceedings will not be covered by this **Policy**.

3. Towing

Following **Theft** or loss or damage to **Your Vehicle** caused by fire whereby **Your Vehicle** is rendered unsafe and unroadworthy and not drivable, **We** will pay the reasonable cost of protecting, removing and towing of **Your Vehicle** to the nearest repairer, place of safety or any other place as agreed by **Us**.

4. Uninsured vehicle

We cover loss or damage to **Your Vehicle** arising from an **Accident** during the **Period of Insurance** caused by the driver of an uninsured **Vehicle** up to a maximum amount of \$5,000.

This cover is only available if **You**:

- did not contribute to the cause the **Accident**; and
- can provide:
 - the registration number of the other **Vehicle**; and
 - the name and **Address** of the person responsible for the **Accident**.

Specific Exclusions – What is not covered under Section 3

The following additional exclusions apply to Section 3 of the **Policy**:

1. **We will not cover your claim if, at the time of any accidental loss, damage or liability which results in a claim, your vehicle, or a substitute vehicle (or any trailer or caravan attached to the vehicle), was:**
 - a) **Carrying passengers for hire, fare or reward** being used to carry passengers for hire, fare or reward except under a private pooling arrangement.
 - b) **Declined driver** driven by a '**Declined Driver**' as shown in **Your Schedule**.
 - c) **Motor sport** being used for any motor sport, time trial or was being tested in preparation for any motor sport or time trial.
 - d) **Motor trade** being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.
 - e) **Overloaded vehicle** being used to:
 - (i) carry a number of passengers; or
 - (ii) carry or tow a load;

greater than that for which **Your Vehicle** was constructed.
 - f) **Unroadworthy or unsafe vehicle** being used in an unsafe or unroadworthy condition, unless its condition did not cause or contribute to the loss, damage or liability.
 - g) **Under the influence** being driven by **You**, or any other person:
 - (i) under the influence of any drug or intoxicating alcohol; or
 - (ii) who, as a result of the **Accident**, is convicted of driving under the influence of intoxicating liquor; or
 - (iii) who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the **Accident** occurred; or
 - (iv) who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.
2. **We will not cover you for legal liability in respect of your vehicle for personal injury or death:**
 - a) for any amount of a claim over that recoverable under any:
 - (i) statutory or compulsory insurance policy or any statutory or compulsory insurance; or
 - (ii) compensation scheme or fund;
 - b) if the event or series of related events that gives rise to the legal liability or any part of it is otherwise insured by any:
 - (i) statutory or compulsory insurance; or
 - (ii) compensation scheme or fund as it existed at the commencement date of the relevant **Period of Insurance**, even though there may have been a change in the law during that **Period of Insurance**; or
 - (iii) compensation scheme if it were not for the application of any **Excess** or deductible applying under that compensation scheme.
 - c) if the legal liability would have been covered in any way if **You** had not failed to otherwise:
 - (i) insure **Your Vehicle**;
 - (ii) register **Your Vehicle**; or
 - (iii) comply with the requirements of any:
 - i. statutory or compulsory insurance **Policy**; or
 - ii. statutory or compulsory insurance; or
 - iii. compensation scheme or fund.
 - d) to any:
 - (i) person driving or in charge of **Your Vehicle**;
 - (ii) of **Your Employees**; or
 - (iii) member of **Your Family**;
 - e) in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical **Bodily Injury** of the person who suffers the psychological or psychiatric injury);
 - f) arising from an intentional act by **You** or any other person where that act is committed by that person with **Your** knowledge and consent;
 - g) for any claim for exemplary, punitive or aggravated damages;

If you have Comprehensive cover, this exclusion does not apply if you had no reason to suspect that the driver as affected by alcohol or any drug. In that case, we'll cover the damage to your car, but not any legal liability arising from injury or damage caused by that driver.

- h) unless **You** or the person claiming under Section 3 – Motor Vehicles have notified **Us** of a claim under Section 3 – Motor Vehicles within 6 months of **You** or that person first becoming aware of an intention to make a claim against **You** or that person;
 - i) when **Your Vehicle** is being used as a **Tool of Trade**; or
 - j) if **Your Vehicle** is outside of **Australia** at the time of loss or damage; or
 - k) from the date **We** confirm that **Your Vehicle** is a **Total Loss**.
3. **We will not cover any claim caused by or arising directly or indirectly, out of or in connection with:**
- a) **Breakdown**
mechanical or electrical breakdowns, failures or breakages to **Your Vehicle**.
 - b) **Dangerous goods**
loss or damage which occurs while **Your Vehicle** is being used for commercial bulk transportation of any 'Dangerous Goods' as classified under the Australian Dangerous Goods Code.
 - c) **Loss of use**
any financial loss suffered due to loss of use of **Your Vehicle**.
 - d) **Renting a vehicle**
 - (i) any costs associated with the loan of a vehicle; or
 - (ii) the cost of renting a vehicle;
 - (iii) except for cover provided in:
 - i. Additional Benefit 1. Rental car following Theft (Private Motor Vehicle only) (applying to Comprehensive cover);
 - ii. Specific Options for Comprehensive cover 2. Rental or loan car following an accident.
 - e) **Tyres**
damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.
 - f) **Vehicle used for different purpose**
loss or damage which occurs while **Your Vehicle Usage** is different from that set out in **Your Schedule**.
 - g) **Vehicle protection**
accidental loss or damage to **Your Vehicle** after an **Accident, Theft** or breakdown except where **You** have taken reasonable steps to protect or safeguard it.
 - h) **Wear**
wear and tear, rust or corrosion of **Your Vehicle**.

Specific Conditions (applying to Section 3)

1. Replacement Vehicle

We will transfer the cover for **Your Vehicle** to a replacement vehicle for up to 30 days from the date you sell or dispose of **Your Vehicle**, provided the replacement vehicle has the same **Vehicle Usage**.

If you have Comprehensive cover, the maximum amount **We** will pay for loss or damage to the replacement vehicle occurring during this 30 day period is the lesser of:

- a) the purchase price;
- b) its **Market Value**;
- c) \$100,000.

If **You** give **Us** details of **Your** replacement vehicle within this 30 day period, and **We** agree to cover it (that agreement not being unreasonably withheld), we will insure it for the remainder of the **Period of Insurance** provided **You** pay **Us** any additional premium **We** may require.

If **You** replaced **Your Vehicle** because of a **Total Loss** claim under this **Policy**, this benefit does not apply.

2. Change of cover details

You must tell **Us** as soon as reasonably practicable if, during the **Period of Insurance**:

- a) the **Listed Drivers** of **Your Vehicle** change; or
- b) the place where **Your Vehicle** is regularly garaged/kept changes; or
- c) **Your Vehicle** is modified in a manner that affects its value or performance in any way.

Upon receipt of this information **We** may:

- a) alter the terms and conditions of this **Policy**;
- b) charge **You** additional **Premium**; or
- c) decide not to offer to renew this **Policy**.

Prior to agreeing to renew this **Policy**, **You** must advise **Us** if, during the current **Period of Insurance**, **You** or any person who is a **Listed Driver** or a regular driver of **Your Vehicle** has:

- a) been convicted of or had any fines or penalties imposed for any driving related alcohol or drug offences or are currently awaiting a court hearing or have charges pending for such offences;
- b) had a driver's licence cancelled or suspended or been restricted or disqualified from holding a driver's licence for any period;
- c) been responsible for causing any motor vehicle accident; or
- d) had any **Vehicle** damaged or stolen.

Making a claim under Section 3

What happens after you make a claim

Excess

Your Basic Excess is shown in **Your Schedule**.

For Farm Vehicles, the Basic Excess is 1% of **Sum Insured**, subject to a minimum of \$500.

For Private Motor Vehicles, additional **Excesses** may apply on top of the Basic Excess where a driver:

- a) is not a **Listed Driver**; and/or
- b) has not held an Australian driver licence for at least two years; and/or
- c) is under the age of 25.

These additional **Excesses** are set out in **Your Schedule**.

You will only have to pay the Basic Excess if the driver at the time of the **Occurrence**:

- a) had been paid by **You** to repair, service or test **Your Vehicle**;
- b) was a learner driver accompanied by the holder of a full unrestricted Australian driver's licence;
- c) was found guilty of the **Theft** or illegal use of **Your Vehicle**; or
- d) was an attendant at a car park.

You will only have to pay the Basic Excess if **You** are claiming for any of the following:

- a) windscreen or window glass damage only;
- b) **Theft**;
- c) hail, **Storm** or **Flood** damage;
- d) malicious damage; or
- e) damage to **Your Vehicle** while parked.

An **Excess** will not apply if:

- a) the driver of **Your Vehicle** at the time of the **Accident** did not contribute to the cause of the **Accident**; or
- b) **Your Vehicle** was damaged while parked, provided there was another at fault **Vehicle** involved, and **You** are able to supply **Us** with the:
 - a) registration number of the other **Vehicle(s)** involved in the **Accident**; and
 - b) name and **Address** of the driver at fault.

Repairers

You have the right to appoint **Your** own repairer or request **Our** assistance to appoint a repairer. **We** may require a second quotation from a repairer chosen by **Us**. Upon receipt of the repair quotations, **We** will either:

- authorise **Your** repairs;
- pay the reasonable cost of repairing **Your Vehicle**;
- move **Your Vehicle** to an alternative repairer, as agreed between **Us**.

If **We** agree to move **Your Vehicle** to an alternative repairer, **We** will provide **You** with a rental car for a further 3 days in addition to any other benefit under the **Policy**.

Authorising repairs

You may only authorise emergency repairs (being those required if **You** cannot drive **Your Vehicle** home after it is involved in an **Accident**) and **You** are not authorised to undertake further repairs without **Our** consent.

Prior to making any decision regarding **Your** claim and repairs to **Your Vehicle**, **We** may need to inspect **Your Vehicle**. **We** will appoint a motor vehicle assessor who will make the necessary arrangements with **You**.

Spare parts, extras and accessories

If **We** are unable to repair the part, **We** use new, recycled or reconditioned parts that meet the requirements of Australian Design Rules (ADR). If such parts are not available or appropriate, parts from alternative distribution channels may be used but **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 spare part, extra or accessory.

In the event that any spare part, extra or accessory cannot be obtained as soon as possible, **We** may pay **You** the value of the spare part, extra or accessory (together with a reasonable charge for fitting) rather than supply the spare part, extra or accessory.

Sublet repairs

If **Your Vehicle** requires **Us** to engage the services of a specific specialist repairer and or supplier, **We** may sublet that component to such repairer or supplier.

Guarantee and warranty

Materials and workmanship on repairs authorised and managed by **Us** are guaranteed for as long as **You** own or lease **Your Vehicle**. This guarantee is not transferable.

Total loss – salvage of Vehicle

If **Your Vehicle** is a **Total Loss**, **You** may request to retain any salvage, including accessories, provided **You** agree to pay the **Vehicle Market Value** and any associated costs.

Total loss – Payment of unpaid premium

When **Your Vehicle** is a **Total Loss**:

- if **We** have agreed to replace **Your Vehicle**, **You** must pay **Us** the balance of any unpaid **Premium** or instalments for the **Period of Insurance**.
- if **We** agree to pay **You** the **Vehicle Market Value** or the **Sum Insured**, the amount of any unpaid **Premium** for the **Period of Insurance** will be deducted from the amount payable to **You**.

Total loss – No return of premium

If **Your Vehicle** is a **Total Loss** and **We** have agreed to pay the **Vehicle Market Value** or the **Sum Insured** for **Your Vehicle**, **We** shall not return any unused portion of **Premium**.

Specific Definitions in Section 3

There are some words in this Section that have a special meaning. These words and their meanings are listed below:

Word(s)	Meaning
Declined Driver	means a driver, noted in Your Schedule as a Declined Driver who is not insured under this Policy .
Listed Driver	means a driver, noted in Your Schedule as a Listed Driver You have advised Us will drive Your Vehicle .
Registered Vehicle	a Vehicle which has been registered with the relevant State Body to be driven on a public road.
Substitute Vehicle	means a vehicle similar to Your Vehicle which has been hired or borrowed because Your Vehicle is being repaired, serviced or is not driveable because of a mechanical breakdown.
Total Loss	means that it is either unsafe or uneconomical to repair Your Vehicle .
Vehicle Agreed Value	means the amount which We agree to cover Your Vehicle for as shown in Your Schedule .
Vehicle Market Value	means the value of Your Vehicle in Your local area, immediately prior to the loss or damage but excluding costs and charges for registration, compulsory third-party cover, stamp duty transfer, dealer warranty costs or transfer fees. To determine this value We may use recognised industry guides and consider things like the make, model, age, kilometres travelled, both factory-fitted and legal after-market modifications and accessories shown on Your Schedule , and the general condition of Your Vehicle .
Vehicle Usage	<p>means the use of Your Vehicle between 'Private Motor Vehicle' or 'Farm Motor Vehicle', as declared by You, where:</p> <ul style="list-style-type: none"> a) 'Private Motor Vehicle' means any Vehicle which: <ul style="list-style-type: none"> (i) is registered as a private Vehicle; and (ii) is not used for income earning purposes; and b) 'Farm Motor Vehicle' means a Vehicle predominantly used in Your Farming Business. <p>The Vehicle Usage is shown on Your Schedule.</p>
Vehicle	<p>means any Vehicle shown on Your Schedule including:</p> <ul style="list-style-type: none"> a) its standard tools and factory fitted accessories; b) its fitted or non-standard extras, modifications and accessories which You have have told Us about and which We have accepted and which are shown in Your Schedule; c) equipment and apparatus fixed to it such as radio receivers, roof racks, telephones, compact disc players, radios, tarpaulins, gates and chains. <p>Your Vehicle does not include:</p> <ul style="list-style-type: none"> a) mobile phones which are capable of operation when removed from the Vehicle unless they are in the Vehicle's car kit at the time of loss or damage; or b) radar detectors; or c) fitted or non-standard extras, modifications and accessories which are not shown on Your Schedule; or d) any goods being carried by the Vehicle.

Section 4 – Theft (Farm Property)

Theft – what you are covered for

Cover is available for **Theft**, as well as loss or damage resulting from **Theft** (or attempted **Theft**) which occurs in **Australia** during the **Period of Insurance**. We will cover **You** for **Theft** of any **Insured Property** that **You** have chosen to cover under Section 2 – Farm Property of this **Policy**, as listed on **Your Schedule**.

Your Schedule will show if **You** have cover for **Theft** under Section 4.

How we will pay your claim under Section 4

For **Farm Buildings, Farm Contents, Farm Infrastructure and Improvements**, and **Fencing**, We will pay the lesser of:

- repairing, replacing or reinstating the damaged or stolen property; or
- the reasonable cost of repairing, replacing or reinstating the damaged or stolen property,

up to the **Sum Insured** for **Farm Buildings, Farm Contents, Farm Infrastructure and Improvements**, and **Fencing** under Section 2 – Farm Property but no more than the **Sum Insured** for **Theft** of those items under Section 4, shown in **Your Schedule**.

For **Windmills, Pumps and Irrigation Equipment, Fabric Shelters, Greenhouses** and **Trellis Equipment**, We will pay the lesser of:

- repairing, replacing or reinstating the damaged or stolen property; or
- the **Indemnity Value** of the damaged or stolen property,

up to the **Sum Insured** for **Windmills, Pumps and Irrigation Equipment, Fabric Shelters, Greenhouses** and **Trellis Equipment** under Section 2 – Farm Property but no more than the **Sum Insured** for **Theft** of those items under Section 4, shown in **Your Schedule**.

For **Hay** or **Farm Produce**, We will pay **You** the **Market Value** of the damaged or stolen property, up to the **Sum Insured** for **Hay** or **Farm Produce** under Section 2 – Farm Property but no more than the **Sum Insured** for **Theft** of those items under Section 4, shown in **Your Schedule**.

For **Livestock**, unless otherwise stated in **Your Schedule**, the most We will pay:

- for any one animal, is the lesser of \$2,000 or the **Market Value** of **Livestock**; and
- for any one claim is \$7,500; and
- per **Period of Insurance** is the **Sum Insured** shown in **Your Schedule** for **Livestock** in Section 4 – Theft.

Additional Benefits applying to Section 4

1. Temporary repairs

We will pay the cost of making temporary repairs to **Your Farm Buildings** which have been caused by **Theft** or attempted **Theft** following forcible entry.

The maximum amount We will pay for this Additional Benefit is \$2,500 in addition to the **Sum Insured** for **Theft**.

2. Locks or electronic security systems

We will pay the costs incurred as a result of the necessary replacement or adjustment of locks or electronic security systems at **Your Farm** location following **Theft** of keys or access cards.

The maximum amount We will pay under this Additional Benefit is \$2,500 in addition to the **Sum Insured** for **Theft**.

Specific Exclusions – What is not covered under Section 4

General exclusions which apply to all sections of this **Policy** appear in the section headed 'General exclusions'. The following additional exclusions apply to Section 4 of the **Policy**:

Section 4 of this **Policy** does not cover loss, damage or destruction caused by **Theft** or attempted **Theft**:

- from any unlocked and unattended **Motor Vehicle** away from **Your Farm** at the time of loss or damage;
- by **You**, any member of **Your Family** or **Your Employees** including contractors, sub-contractors or any other person while lawfully at **Your Farm** (unless the permission was obtained fraudulently);
- without evidence or proof of loss;
- which is insured under another Section of this **Policy**;
- unexplained inventory shortages or disappearances resulting from clerical or accounting error;
- or consequential loss of any kind;
- of:
 - credit card, stamps, negotiable instruments;
 - Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Windmills, Pumps and Irrigation Equipment, Fencing, Hay, Livestock or Farm Produce** where **Your Farm** has been **Unattended** for more than 60 consecutive days;
 - growing or standing crops, trees or shrubs or other growing vegetation;
 - caravans, trailers, pleasure crafts, **Aircraft** or any of their accessories, equipment and/or spare parts;
 - personal effects of any kind;
 - Money**;
 - Livestock** unless specifically insured under this **Theft** Section; or
 - household items, domestic furniture, fixtures and fittings;
- if the **Farm** has been **Unattended** for any period of 60 consecutive days or longer (regardless of the **Policy** commencement date).

Excess

The Basic Excess applicable to Section 4 – Theft is shown in **Your Schedule**.

Specific Definitions in Section 4

There are some words in this Section that have a special meaning.

These words and their meanings are listed below:

Word(s)	Meaning
Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Windmills, Pumps and Irrigation Equipment, Fencing, Hay, Livestock or Farm Produce	means the same as defined in Section 2 – Farm Property .
Insured Property	means Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Windmills, Pumps and Irrigation Equipment, Fencing, Hay, Livestock, Farm Produce and Windmills (whether individually or collectively).

Section 5 – Public and Products Liability

What you are covered for

1. Public liability

If your Home Building is covered

We will cover **You** and any member of **Your Family** for all amounts **You** or any member of **Your Family** become legally liable to pay as **Compensation** for:

- a) the death of or **Personal Injury to any person**;
- b) **loss of or damage to property**

as a result of an **Occurrence** arising out of the ownership or occupancy of **Your Home Building** happening during the **Period of Insurance** up to the Limit of Liability shown in **Your Schedule**.

If your Home Contents are covered

We will cover **You** and any member of **Your Family** for all amounts **You** or any member of **Your Family** become legally liable to pay as **Compensation** for **Personal Injury** and/or **Property Damage** as a result of an **Occurrence** other than relating to the ownership or occupancy of **Your Home Building** happening during the **Period of Insurance** and within the **Geographical Limit** up to the Limit of Liability shown in **Your Schedule**.

Your Farming Business

We will cover **You** for all amounts **You** become legally liable to pay as **Compensation** for **Personal Injury** and/or **Property Damage** as a result of an **Occurrence** in connection with **Your Farming Business** happening during the **Period of Insurance** and within the **Geographical Limit**, up to the Limit of Liability shown in **Your Schedule**.

2. Products liability

We will cover **You** for all amounts **You** become legally liable to pay as **Compensation** for **Personal Injury** and/or **Property Damage** caused by **Your Products** as a result of an **Occurrence**:

- a) in connection with **Your Farming Business**;
- b) happening away from **Your Farm** and after physical possession of such **Products** has been passed to others;
- c) during the **Period of Insurance**;
- d) within the **Geographical Limit**;

up to the Limit of Liability shown in **Your Schedule**.

We will not pay more than the Limit of Liability shown in **Your Schedule** for all claims in the aggregate caused by **Your Products** during any one **Period of Insurance**.

3. Additional costs We pay

In addition to the Limit of Liability, **We** will pay:

- a) any legal costs and expenses **We** incur in relation to an **Occurrence**;
- b) all reasonable expenses (not including loss of earnings) that **You** incur, but only where **We** have agreed in writing to pay those reasonable expenses (that agreement not unreasonably withheld); and
- c) all reasonable expenses **You** incur for emergency first aid treatment for **Personal Injury** resulting from the **Occurrence**.

The maximum amount **We** will pay under this clause is limited to \$250,000 for any one **Period of Insurance**.

4. Defending legal action

Where there is a claim made against **You**, **We** have the right and duty to defend the claim on **Your** behalf and in **Your** name. When **We** defend a claim on **Your** behalf, **We** may appoint **Our** legal advisors and investigate, negotiate and settle any claims.

When **We** defend, negotiate and settle a claim, **We** will act reasonably.

We are not obliged to pay any further amounts to or on behalf of **You** once **We** have discharged **Our** liability under this **Policy** and/or exceeded the Limit of Liability.

Additional Benefits (applying to this Section 5)

1. Liability continues following a total loss

If **Your Home Building** is a **Total Loss** as a result of an **Occurrence** covered by this insurance, **We** will continue to provide **You** with cover for **Your** legal liability for payment of **Compensation** in respect of **Personal Injury** or **Property Damage** in relation to the **Address** that **Your Home Building** formerly **Occupied** until the earliest of:

- a) the commencement of the construction of the **Home Building** at the **Address**;
- b) the commencement of the construction of the **Home Building** at another **Address**;
- c) the sale of the property at the **Address**;
- d) the purchase of another insurance **Policy** providing liability cover for the **Address**; or
- e) six months from the date of the damage that caused the **Total Loss**.

2. Escape of livestock

We will pay all amounts **You** become legally liable to pay as **Compensation** for **Personal Injury** and/ or **Property Damage** as a result of an **Occurrence** in connection with **Your Farming Business** happening during the **Period of Insurance** as a result the escape of **Livestock** from **Your Farm**.

Cover under this Additional Benefit is subject to **You** complying with all statutory obligations, by-laws or regulations requiring any owner or occupier of land on which **Livestock** are kept, to ensure that the fencing of that land is adequate to prevent the escape of that **Livestock**. For example, in New South Wales, the *Dividing Fences Act 1991* (NSW) (as amended or repealed) defines what is a sufficient dividing fence and outlines responsibilities for people doing fencing work. **You** must consider the legislation or regulations in force in the state or Territory in which **Your Livestock** is located.

3. Property in your physical and legal control

Notwithstanding Specific Exclusion 32. Property in your physical and legal control in this Section, **We** will pay for **Property Damage** to property that is in **Your** physical or legal control arising out of an **Occurrence** in connection with **Your Farming Business**, but only for:

- Farm Buildings** which **You** rent (including the landlord's fixtures and fittings) and for which **You** are not required to insure for **Property Damage**;
- Farm Buildings** (and their contents) which **You** do not own or rent but which **You** temporarily occupy to carry out work in or on the premises in connection with **Your Farm Buildings** (except for **Property Damage** to that part of the buildings or their contents on which **You** are working if the damage arises solely out of such work);
- Property Damage** to **Vehicles** not owned by **You**, or used by **You** or on **Your** behalf, while in **Your** physical or legal control, but only where the **Property Damage** occurs while the **Vehicle** is in a car park owned or operated by **You** and where no part of **Your Farming Business** is the operation of a car park;
- Livestock** which are not owned, leased or rented to **You**; and
- other **Farm Property** which is not owned by **You** but is in **Your** physical or legal control, which **You** are not required to insure under a contract or agreement. This does not apply to any property on which **You** are, or have been, working.

The maximum amount **We** will pay for **Property Damage** under this Additional Benefit is:

- \$100,000 for **Farm Buildings** (including permanent fixtures) which are leased or rented to **You** for any one **Occurrence**;

- in respect of any one item of **Livestock** under **Your** control for any one **Occurrence**, the lesser of \$5,000 or the **Market Value of Livestock**;
- \$50,000 in respect of any one **Vehicle** under **Your** control for any one **Occurrence**;
- \$50,000 in respect of any one item of **Farm Property** other than **Livestock** for any one **Occurrence**;

and subject always to a maximum of \$200,000 in the aggregate per **Period of Insurance**.

The **Excess** shown in **Your Schedule** applies to each claim.

4. Registered motor vehicles

Notwithstanding Exclusion 33. Registered Motor Vehicles in this Section, **We** will cover **You** and any member of **Your Family** against claims for **Personal Injury** caused by:

- You** and any member of **Your Family** whilst being passengers in a **Registered Vehicle**;
- any **Registered Vehicle** if the **Occurrence** causing the **Personal Injury** takes place at the **Address** of the **Home Building**,

during the **Period of Insurance**.

We will also pay claims for:

- Personal Injury** where:
 - compulsory liability insurance or statutory indemnity required to be obtained by **You** and any member of **Your Family** in respect of a **Vehicle** does not provide indemnity; and
 - the reason or reasons why compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by **You** and any member of **Your Family** of legislation relating to **Vehicles**; and
- Property damage**:
 - arising out of and during the loading or unloading of goods to or from any **Vehicle**;
 - caused by or arising from the operation or use of any **Vehicle** which is designed primarily for lifting, lowering, loading, unloading, digging or drilling while being operated or used by **You** and any member of **Your Family** or on **Your** behalf within the confines of **Your Farm**; or
 - caused by the use of any tool or plant forming part of or attached to or used in connection with any **Vehicle**, at any work site;

connected with **Your Farming Business**, provided the **Vehicle** is not being driven or towed.

- c) **Property Damage** or **Personal Injury** arising out of the ownership, possession, operation or maintenance by **You** of any **Vehicle** (and their implements or attachments) which is connected with **Your Farming Business** and being driven or operated:
- (i) on **Your Farm** and insured by **Us**;
 - (ii) where **You** are working temporarily in relation to **Your Farming Business**;
 - (iii) within 75 km of **Your Farm**:
- I. to or from a workshop for the purpose of repair or service;
 - II. in the course of delivery to **Your Farm** after purchase or sale;

- d) **Property Damage** or **Personal Injury** arising from **Your** use of a **Registered Vehicle** as a **Tool of Trade**, on a work site that is connected with **Your Farming Business**.

We will not pay any amount for which **You** are, or are required to be:

- a) insured by any compulsory accident compensation scheme or statutory insurance but for the failure to register the **Vehicle** or to apply for cover under the accident compensation scheme or comply with any term or condition of such accident compensation scheme;
- b) covered by any other insurance **Policy** which covers the **Vehicle** (except where this exclusion contravenes Section 45 *Insurance Contracts Act 1984* (Cth)) by any other **Policy** of insurance;
- c) insured by any law relating to any Workers Compensation Laws or the compensation of persons for injuries received in motor vehicle accidents.

5. Unregistered Motor Vehicles

We cover **Your** legal liability for payment of **Compensation** in respect of **Personal Injury** or **Property Damage**, resulting from an **Occurrence** during the **Period of Insurance**, arising from the ownership, custody or use of:

- a) any **Motor Cycle** which is not required to be registered by law;
- b) domestic trailer not attached to any **Vehicle**;
- c) motorised wheelchair; or
- d) any unregistered **Vehicle**,

used for any purpose that is not required to be registered by law or in respect of which there is no compulsory statutory scheme of indemnity.

The most **We** will pay for any one claim and for all claims in the **Period of Insurance** under this Additional Benefit is \$5,000,000.

6. Overspray damage

We will pay for loss for **Property Damage** arising out of ground-based spraying operations carried out in connection with **Your Farming Business**, however **We** will not pay:

- a) for any damage to property which **You** own or have any legal or financial interest in; or
- b) loss arising from **Property Damage** for any environmental impairment that has or may have resulted directly or indirectly from the spraying.

Cover under this Additional Benefit is subject to **You** complying with all statutory obligations and by-laws or regulations relating to the storage and use of agricultural chemicals. For example, in New South Wales, the *Pesticides Regulation 2017* (NSW) (as amended or repealed) provides it is compulsory for people using pesticides for commercial or occupational purposes to record pesticide use. **You** must consider the legislation or regulations in force in the state or Territory in which **Your Farm** is located.

7. Committee member

We will pay all amounts **You** and any member of **Your Family** become legally liable to pay as **Compensation for Personal Injury** and/or **Property Damage** as a result of an **Occurrence** during the **Period of Insurance** that arises from **Your** duties as a committee member of a sporting or social club. Cover is only provided if **You** or **Your Family** members receive less than \$2,500 per annum for holding the position.

The maximum **We** will pay is \$15,000 for any one **Period of Insurance**.

8. Drones

We cover **You** for liability arising directly or indirectly out of **Your** ownership or control of a **Drone** at **Your Farm**. **We** will not cover **Your** liability directly or indirectly arising out of or in any way connected with **Drones** used for reward and/or beyond the boundaries of **Your Farm** and/or otherwise operated in contravention of all relevant regulations, statutes and by-laws in force, including Part 101 of the *Civil Aviation Safety Regulations 1998* (Cth) (as amended or repealed) which provides requirements for approval and operation of **Drones**.

Optional Benefits (applying to this Section 5)

If **You** have selected any one or more of the Optional Benefits described below, and those selections are displayed on **Your Schedule**, **You** are covered for those Optional Benefits.

1. Farm Hosting

Notwithstanding Specific Exclusion 15. Farm hosting activities, if **You** have selected the Optional Benefit of **Farm Hosting** (as shown in **Your Schedule**), the definition of **Your Farming Business** is extended to include **Farm Hosting**, but **We** will not cover **You** for any legal liability associated with or in any way connected to **Recreational Activities**.

2. Horse riding

Notwithstanding Specific Exclusion 18. Horse riding, horse training and equine events, if **You** have selected Optional Benefit 2 - Horse Riding, (as shown in **Your Schedule**), cover is extended to include legal liability for all amounts which **You** become legally liable to pay as **Compensation** (excluding punitive, exemplary, aggravated damages) for **Property Damage** and/or **Personal Injury** occurring at **Your Farm** as a result of horse-riding and horse training activities, including recreational horse-riding.

We will not cover **Your** legal liability:

- if more than five horses are kept at **Your Farm**; or
- if the horse-riding or horse training activity is conducted for reward or payment; or
- for guests of **Your Farm Hosting** activities; or
- where you have not obtained a riding waiver from **Your** guests prior to the horse riding and/or training events; or
- arising out of or in any way connected to any equine or equestrian event organised by **You** or held at **Your Farm**.

The most **We** will pay for any one and all claims for this Optional Benefit during the **Period of Insurance** is \$5,000,000.

All other terms, conditions and exclusions apply to this Optional Benefit.

Specific Exclusions – What we will not pay for

General exclusions which apply to all sections of this **Policy** appear in the section headed 'General exclusions'. The following additional exclusions apply to Section 5 of the **Policy**:

We will not pay for any actual or alleged liability:

1. Aircraft and Drones

directly or indirectly arising out of or in any way connected to:

- Your** ownership, occupancy or control of any **Aircraft Landing Area**; or
- You**, **Your Employees** or **Your** agent's use of any **Drone** (where that person's use of the **Drone** is with **Your** knowledge and consent) outside the boundary of **Your Farm** and/or otherwise operated in contravention of all relevant regulations, statutes and by-laws in force, including Part 101 of the *Civil Aviation Safety Regulations 1998* (Cth) (as amended or repealed) which provides requirements for approval and operation of **Drones**.

2. Assault and battery

directly or indirectly arising out of or in any way connected to assault and/or battery committed by **You** or any member of **Your Family** or at **Your** direction or at the direction of any member of **Your Family** unless committed for the purpose of preventing **Personal Injury** or **Property Damage** or eliminating danger to persons or property.

3. Avian influenza (bird flu)

directly or indirectly arising out of or in any way connected to any contamination, infection, outbreak, spread or transmission of avian influenza or any variant, mutation or derivative or avian influenza or any virus or diseases related to avian influenza. For the purposes of this exclusion, avian influenza includes, but is not limited to, influenza A viruses of subtypes H5, H7 and H9.

4. Building operations

directly or indirectly arising out of or in any way connected to the construction, erection, alteration, demolition of and/or addition to **Your Home Buildings** or **Farm Buildings** or any other building at **Your Address** by **You** or on **Your** behalf where the total cost of the work is in excess of \$100,000.

5. Consequential loss

directly or indirectly arising out of or in any way connected to delay, lack of performance, loss of contract or depreciation in the value of property, loss of goodwill, loss of anticipated profits or savings and all other pure economic loss not resulting from **Property Damage** as defined in the Specific Definitions of this Section 5.

6. Communicable Disease

directly or indirectly arising out of or in any way connected to death or **Personal Injury** to any person as a result of the transmission of any communicable disease by **You** or any member of **Your Family**.

7. Contractual liability and work performed

- assumed under a contract or agreement other than liability for **Personal Injury** and **Property Damage** that **You** or any member of **Your Family** would have been liable for by law if the contract or agreement had never existed, or unless the contract is a lease agreement for **Your** residential tenancy and that contract complies with the relevant residential tenancy Act or similar;
- for guarantees and warranties of fitness, performance, durability or quality of **Your Products** even if they are implied by law;
- for delay in or lack of performance by **You** or on **Your** behalf arising from any contract or agreement even if the contract or agreement is implied by law; and
- for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by **You** or on **Your** behalf in relation to the contract or agreement.

8. Crop spraying

directly or indirectly arising out of or in any way connected to any material or substance being applied by an **Aircraft** to:

- land; or
- anything grown on the land;

unless otherwise stated in **Your Schedule**.

9. Defamation

arising from the publication, breach of copyright, utterance or distribution of libellous, slanderous or defamatory material:

- that **You** knew to be false and was released with **Your** approval;
- arising from publishing of books, newspapers, magazines and similar material;
- arising from publishing any political or social material; and
- arising from radio or television broadcasting or any other medium of public transmission such as internet, telephone or dedicated landlines.

10. Defect in design

caused by or arising out of **Your** making or formulating a design or specification within the domain of the architectural, engineering, scientific, chemical, actuarial, statistical, economic, financial or medical profession. However, this exclusion shall not apply in respect of any formulation of a design or specification in regard to any **Products**, for which **You** have not charged a fee for that formulation of a design or specification.

11. Dishonest acts or omissions

any act or failure to act that is knowingly illegal, dishonest, fraudulent, willful, malicious or done with reckless disregard for their consequences by **You**, **Your Family** or a person acting with the knowledge and consent of **You** or **Your Family**.

12. Employers liability

- Personal Injury** or **Property Damage** to any of **Your Employees** arising from or in the course of their employment on **Your Farm** or in any capacity (whether temporary, part-time or full-time) as a domestic worker; or
- Personal Injury** to any person that is insured, or is required to be insured, by any workers compensation legislation or similar laws;
- for claims made against **You** under the provisions of any workers compensation legislation, statutory accident compensation scheme, industrial award, or employment agreement; or
- imposed by any law relating to **Employment Practices**.

13. Excluded persons

For **Personal Injury**:

- to **You** or **Your Family**;
- to any **Resident** of **Your Home Building**;
- to **Your Employees**;
- where **You** are a company, to:
 - any director of **Your** company; or
 - any **Family** of a director of **Your** company.

For loss of or **Property Damage** to property belonging:

- to **You**;
- to any **Resident** of **Your Home Building**;
- to **Your Employees**.

14. Exports USA or Canada

arising from claims for **Personal Injury** or **Property Damage** caused by or arising out of the **Products** knowingly exported by **You** or **Your** agents or servants to the United States of America or Canada.

15. Farm hosting activities

for claims directly or indirectly arising out of or in any way connected to **Farm Hosting**, except where **You** have selected Optional Benefit 1. Farm Hosting and it is shown in **Your Schedule** as being covered.

16. Faulty workmanship

for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by **You** or on **Your** behalf (where that work or service was performed by that person with **Your** knowledge and consent).

IMPORTANT INFORMATION	POLICY SUMMARY	INFORMATION FOR SOME POLICYHOLDERS	YOUR POLICY	Home Property	Farm Property	Motor Vehicles	Theft	Public & Products Liability	GENERAL EXCLUSIONS
17. Genetically modified organisms (GMOs)									
directly or indirectly arising out of genetically modified organisms which You manufacture, import, or conduct trials of, or for services You provide in the manufacture of genetically modified organisms. For the purpose of this exclusion, manufacture does not include growing genetically modified crops authorised or approved by the State or Territory in which Your Farm is located.									
18. Horse riding, horse training and equine events									
directly or indirectly arising out of or in any way connected to:									
a) any horse riding (including recreational horse riding) or horse training activities occurring at Your Farm unless You take out Optional Benefit 2. Horse riding and this is shown in Your Schedule ;									
b) any equine event organised by You or held on Your Farm .									
19. Intentionally lit fires									
for Personal Injury or Property Damage arising directly or indirectly out of or in any way connected to a fire that has been intentionally lit by You or on Your behalf in breach of any statutory or local authority law, regulation or ordinance.									
20. Latent Personal Injury									
directly or indirectly arising from latent Personal Injury which was not first medically diagnosed during the Period of Insurance .									
21. Lawful Seizure									
for the lawful seizure, confiscation, nationalisation or requisition of property insured, or the destruction of or damage to property by any government or public or local authority.									
22. Livestock feed									
directly or indirectly arising out of the processing, manufacture, or packaging of animal feed other than silage, Hay or unprocessed grain.									
23. Loss of use of property									
for loss of use of property that has not been physically damaged or destroyed and is caused directly or indirectly by:									
a) delays, poor performance, or non-completion by You or any other person acting on Your behalf; or									
b) the failure of Your Products to meet performance, specifications, quality, fitness or durability that You have implied or promised unless Your Products are damaged suddenly and accidentally.									
24. Medical Treatment or dispensing									
for Personal Injury or Property Damage directly or indirectly arising from or in any way connected to:									
a) the treatment by You or on Your behalf of humans or animals for any physical or mental deficiency, injury, illness or disease; or									
b) the dispensing of drugs, medicines, pharmaceutical supplies or artificial aids.									
25. Non-Farming activities									
Directly or indirectly arising out of or in any way connected to any trade, business or profession other than which arise from Your Farming Business as stated on Your Schedule , or the conduct of any activity carried out by You and any member of Your Family for reward other than activities normally associated with a Farming Business , unless shown otherwise on Your Schedule . This exclusion does not apply to letting Your Home Building for domestic purposes or Babysitting .									
26. Other premises									
directly or indirectly arising out of or in any way connected to the ownership of land, buildings or structures other than at the Address of Your Farm or Your Home Building as referenced in this Policy . If You own the Home Building listed on Your Schedule but elected to only cover Your Home Contents , cover is not available for any legal liability arising from the ownership of any Home Building , or any other land, buildings or other structures.									
27. Pathogenic human disease									
directly or indirectly arising out of or in any way connected to any contamination, infection, outbreak, spread or transmission of any human disease determined to be a listed human disease under the <i>Biosecurity Act 2015</i> (Cth) or subsequent amendments or replacement or equivalent legislation.									
28. Pregnancy									
directly or indirectly arising out of or in any way connected to death or Bodily Injury to any person arising out of pregnancy by You or Your Family , unless the action was reasonable, and the intention of the action was to prevent or reduce loss, damage or injury to property or persons.									
29. Products									
for loss of use of tangible property (not having been physically damaged or destroyed) directly or indirectly arising out of or in any way connected with:									
a) a delay in or lack of performance by You or on Your behalf in relation to any contract or agreement;									

- b) the failure of **Your Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **You**. This exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of **Your Products** after such **Products** have been put to use by any person or organization other than **You**;
- c) claims directly and indirectly arising out of or in any way connected with the provision by **You**, or anyone on **Your** behalf, to provide professional advice or any error or omission connected with **Your Products**;
- d) for any **Products** warranty or guarantee given by **You** or on **Your** behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information; or
- e) any **Advertising Injury**.

30. Product recall

direct, indirect and consequential costs resulting from the recall, withdrawal, removal, inspection, repair, reconditioning, replacement or loss of use of **Your Products** or any property of which they form a part if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

31. Professional liability

directly or indirectly arising out of or in any way connected to the rendering of, or **Your** failure to render, **Professional Service**, or any related error or failure to act.

32. Property in your physical and legal control

- a) for damage to property owned by, leased to or rented to, **You**; and
- b) for damage to property not belonging to **You** but in **Your** physical and legal control other than the property described in Additional Benefit 3. Property in your physical and legal control.

33. Registered motor vehicles

caused by or directly or indirectly arising from or in any way connected to the use of, ownership, control or possession of any vehicle which is:

- a) registered or required by law to be registered, or is insured for compulsory **Personal Injury** insurance or required by law to be insured (other than as provided under Additional Benefit 4. Registered motor vehicles);
- b) being driven or operated by a person who:
 - (i) is under 10 years of age and is driving or operating the vehicle with **Your** expressed or implied permission;

- (ii) has their faculties affected by intoxicating liquor or drugs; and
- (iii) who does not hold a current licence required by legislation to operate or drive the vehicle at the time and place of the **Occurrence**.

- c) otherwise insured for the same liability, other than under the cover provided by Additional Benefit 4. Registered Motor Vehicles and Additional Benefit 5. Unregistered Motor Vehicles.

This **Motor Vehicles** exclusion does not apply to:

- a) vehicles being operated or used as a **Tool of Trade**;
- b) garden equipment, golf buggy, or wheelchairs;
- c) liability for **Property Damage** occurring at **Your Farm** and resulting from the use of a **Registered Vehicle** not owned, leased or rented by **You** but in **Your** physical or legal control.

34. Support to land or buildings

directly or indirectly arising out of or in any way connected to vibration or the weakening of, removal of or interference with support to land, buildings or other property.

35. Sporting events

for **Personal Injury** or **Property Damage** to property owned by persons or organisations, whilst they are participating in any sporting event, exercise or activity.

36. Your Products – dairy products and fresh juices

directly or indirectly arising out of or in any way connected to the sale of any dairy products or fresh juices to the public.

Special conditions applying to this Section

1. Discharge of liabilities

We may discharge **Our** liability in respect of any **Personal Injury**, **Property Damage** and any other matter for which **You** are covered under this **Policy** by paying to **You** or on **Your** behalf whichever of the following amounts is the lowest:

- a) the **Sum Insured** less the **Excess** and any amounts already paid or incurred by **Us** in respect of any **Personal Injury**, **Property Damage** or any other amount for which **You** are covered under this **Policy** and paid to **You** during, or in respect of matters arising during, the **Period of Insurance**;

- b) the total amount **You** are found liable to pay in respect of **Personal Injury** or **Property Damage** by a court, tribunal or other body with power to make binding orders; or
- c) the total amount for which any claim for **Personal Injury** or **Property Damage** could be settled if, in the opinion of a solicitor that **You** and **We** agree to appoint, such an amount would be accepted by the claimant in the claim, whether or not **You** agree with the amount that would be paid for the settlement.

Once **We** have made payment to discharge **Our** liability as stated above:

- a) **We** will relinquish the conduct and control of the claim(s) to **You**;
- b) **We** will not be liable to pay any further amounts under this Section in relation to the claim or, in the case of (a) above, in relation to any other claim, sum or matter under the **Policy** once the **Sum Insured** in the aggregate has been exhausted;
- c) **You** will pay **Us** any charges, expenses and defence costs **We** are entitled to from **You** that were incurred prior to the date of **Our** payment which discharged **Our** liability; and
- d) **We** are entitled to exercise **Our** right to subrogate and commence any recovery action with **Your** co-operation and assistance, in **Your** name, as outlined in the general conditions of this **Policy**.

2. Joint insureds / Cross liability

Where **You** comprise more than one person or a company, **We** will treat each as a separate insured. The words **You** or **Your** will apply to each in the same manner as if a separate **Policy** had been issued to them.

This does not alter or increase the **Sum Insured** in the aggregate or the amount **We** will pay under this Section for any **Occurrence** or **Period of Insurance** and is subject to Specific Exclusion 13. Excluded persons.

Excess

The excess applicable to Section 5 – Public and Products Liability is shown in **Your Schedule**.

Specific Definitions in Section 5

There are some words in this Section that have a special meaning in this **Policy**. These words and their meanings are listed below:

Word(s)	Meaning
Advertising Injury	means any loss, injury or damage howsoever described arising out of or happening in connection with: <ul style="list-style-type: none"> a) defamation; b) any breach of the misleading or deceptive conduct provisions of the Competition and <i>Consumer Act 2010</i> (Cth) or the Australian Consumer Law or any Fair Trading or similar legislation of any country, state or territory; c) unfair competition, piracy, idea misappropriation contrary to an implied contract; or d) invasion of privacy, committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity, article, broadcast or telecast and caused by or arising out of Your advertising activities.
Employment Practices	means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You .
Excess	means the amount You will have to pay for each Occurrence which gives rise to a claim under this Section of the Policy . The amount of the Excess is shown in Your Schedule .
Farm Hosting	the provision of meals, supply of on-Farm accommodation and/or Farm tours to guests for reward or payment. Farm Hosting does not cover You for any legal liability associated with, or in any way connected to, Recreational Activities .

Word(s)	Meaning
Geographical Limit	<p>means:</p> <ul style="list-style-type: none"> a) anywhere within Australia and its external territories; and b) elsewhere in the world, but only when: <ul style="list-style-type: none"> (i) You are travelling outside of Australia and undertaking neither manual work nor supervisory work of any kind; and (ii) You are away no longer than 90 consecutive days from the date you leave Australia and its external territories.
Personal Injury	<p>means:</p> <ul style="list-style-type: none"> a) Bodily Injury, death, sickness, disablement, shock, fright, mental anguish, mental injury; b) the effects of false arrest, wrongful detention, wrongful imprisonment; c) assault provided You did not commit the assault or direct the assault unless the assault occurred whilst preventing Personal Injury or Property Damage; d) libel, slander or defamation of character; e) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and f) latent Personal Injury that is first diagnosed by a qualified medical person during the Period of Insurance, <p>which is the direct result of an Occurrence during the Period of Insurance.</p>
Products Liability	<p>means Your legal liability for Personal Injury and/or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made with respect to such Products; but only where such Personal Injury and/or Property Damage occurs away from Your Farm and after physical possession of such Products has been relinquished to others.</p>
Products	<p>means any goods, products and property after they have ceased to be in Your possession or under Your control, which was (or is deemed by law to have been) grown, produced, manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You in connection with Your Farming Business.</p> <p>However, it does not mean:</p> <ul style="list-style-type: none"> a) any dairy products or fresh juices; or b) food and beverages supplied by You or on Your behalf primarily to Your Employees.
Professional Service	<p>means any service, advice, counselling, diagnosis, treatment of persons or animals, prescription, or other type of service provided by You for a fee or which is or would be normally provided for a fee by professional persons.</p>
Property Damage	<p>means:</p> <ul style="list-style-type: none"> a) physical damage to tangible property, including any resulting loss of use of that property; or b) loss of use of tangible property, which has not been physically damaged, lost or destroyed <p>that is the direct result of an Occurrence during the Period of Insurance.</p>
Recreational Activities	<p>means the following activities:</p> <ul style="list-style-type: none"> a) motor-cross activities, motorcycling, trail-riding, quad-biking or activities using all-terrain Vehicles; b) mountaineering, rock climbing (but not rock bouldering), abseiling activities, hang-gliding, hot air ballooning, flying in any Aircraft, use of a flying fox or bungee jumping; c) hunting, shooting, archery or handling of weapons of any description; d) water sports including canoeing, river rafting, paddling or swimming, waterskiing, powerboating or aquaplaning; or e) any interaction with an animal, including riding, milking, shearing, and the petting or handling of any animals.
Workers Compensation Law	<p>means any law relating to compensation for injury to workers or Employees.</p>

General Exclusions, Conditions and Other Terms

General exclusions

These general exclusions apply to all sections of this **Policy**.

This **Policy** excludes:

1. Admitted insurance

Claims made or actions instituted within any Country, State or Territory (outside **Australia**) that require insurance to be issued or **Secured** with an insurer or organisation licensed in that Country, State or Territory to grant such insurance.

2. Aircraft

any claim arising directly or indirectly from:

- a) ownership, possession, maintenance, repair, operation or use of an **Aircraft** by **You** or on **Your** behalf; or
- b) any of **Your Products** which are incorporated into the structure, machinery or instruments of any **Aircraft**.

3. Asbestos

any claim arising directly or indirectly from:

- a) the inhalation of asbestos fibre(s);
- b) any illness, injury or disease caused or contributed to by exposure to asbestos; or
- c) damage to or loss of use or reduction in value of property due to the presence of asbestos.

4. Child molestation

any claims arising out of directly or indirectly, resulting from or in connection with, the molestation of minors.

5. Cyber

any claims for loss, damages, costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connections with a **Cyber Incident**.

However, cover will be available for physical loss or damage to the property insured under this **Policy** which is caused by an insured peril, directly occasioned by a **Cyber Incident**. In addition we will provide cover for loss of **Electronic Data** arising therefrom. Such costs shall include the reasonable and necessary expenses incurred in recreating, gathering, assembling **Electronic Data**, but it does not include the value of the **Electronic Data** to the insured or any other party even if such **Electronic Data** cannot be recreated, gathered or assembled.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** directly occasioned by the **Cyber Incident** shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause.

6. Intentional damage

any claim arising directly or indirectly from damage or liability intentionally caused or incurred by:

- a) **You**;
- b) a member of **Your Family**;
- c) a person acting with **Your** express or implied consent of that of a member of **Your Family**;
- d) **Your** tenant;
- e) **Your Employees**;
- f) **Your** invitees; or
- g) a **Resident**.

7. Malicious damage

any claims for damage caused by **You**, **Your** tenants, **Your Employees**, the invitees of **You**, or anyone acting with **Your** express or implied consent, or anyone who is a **Resident**.

8. Internet Operations

any claim arising directly or indirectly from **Your Internet Operations**.

9. Penalties

any claim for:

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

10. Sanctions limitation and exclusion clause

any cover, any claim payment or any benefit under this **Policy**, to the extent that the provision of such cover, payment or benefit may expose **Us** to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

11. Nuclear Energy and Nuclear Material

any claim for loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- a) the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
- b) the mining, use, storage, handling or transportation of radioactive materials;
- c) the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, **Fusion** or radioactive materials;
- d) any other operation or process that uses nuclear fission, **Fusion** or radioactive materials; or
- e) any product that contains or uses nuclear fission, **Fusion** or radioactive materials.

This exclusion does not apply to legal liability for **Personal Injury** or **Property Damage** arising from radio isotopes or radium compounds when used incidentally in the ordinary course of **Your Farming Business**.

12. Pollutants and Contamination

any claim for loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) the discharge, dispersal, release or escape of **Pollutants**, soot, deposition, dust, chemical precipitation, contamination, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health; or
- b) any enforcement action or proceeding in respect of a **Pollutants** and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of **Pollutants**.

This exclusion does not apply if such loss or damages, costs and expenses arise as a direct consequence of:

- a) **Pollutants** or contamination which itself results from a peril hereby insured against; or
- b) any peril hereby insured against which itself results from **Pollutants**.

13. Laws impacting Cover

any cover, any claim payment or any benefit under this **Policy**, to the extent that it is unlawful for **Us** to provide such cover, payment or benefit.

14. Terrorism

any claim for loss, damage, destruction, death, injury, illness, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any act(s) of **Terrorism** that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or

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

- (i) creates a risk to health or safety of the public or a section of the public;
- (ii) involves violence against one or more persons; or involves damage to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) is designed to interfere with or to disrupt an electronic system.

- b) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or **Fusion**.

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

15. War

any claim for loss, damage, destruction, death, injury, illness, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with war, civil war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation on, requisition or any act of any person acting on behalf of or in connection with any organisation with activity directed towards the overthrow by force of its Government de jure or de facto.

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

16. Watercraft

any claim arising directly or indirectly from the use, ownership, possession, manufacture, repair of any **Watercraft** which exceeds 10 HP or 4 metres in length, or the fitting, installing or repair of any equipment on or belonging to any **Watercraft** which exceeds 10 HP or 4 metres in length.

17. Bushfire, grassfire or cyclone waiting period

any cover for damage, loss or injury arising directly or indirectly from or in connection with bushfire, grassfire, scrub fire or a named cyclone within 48 hours of:

- the commencement of the first **Period of Insurance** of this **Policy**; or
- the commencement of any increase in cover or additional inclusion in cover, noting however that this restriction only applies to the amount of any increase or additional inclusion in cover.

18. Infectious or Contagious Disease Exclusion during a Public Health Emergency or International Concern

any cover for claims in any way caused by or resulting from an 'infectious or contagious disease', an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

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

General Conditions

If **You**, or any person entitled to a benefit under this **Policy**, and **You** fail to meet the conditions set out below, **We** may reduce what **We** pay for **Your** claim, to the extent that **We** have been prejudiced.

If **You**, or any person entitled to a benefit under this **Policy**, make a fraudulent claim, **We** may refuse to pay **Your** claim or cancel this **Policy**.

1. Your Assistance and co-operation is required

Whenever **You** deal with **Us**, **You** must:

- provide **Us** with any and all reasonable assistance **We** require; and
- co-operate as reasonably required with **Us** during and after any claim, including after a claim has been paid.

2. Changes to the risks you have insured

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

- in the trade or manufacture carried on, or whereby the nature of the occupation or other circumstances affecting any building insured or containing the property insured is changed in such a way as to increase the risk of damage or the likelihood of liability losses;
- whereby **Your** interest ceases by will or operation of law;
- whereby **Your Farming Business** is wound up or carried on by an insolvency practitioner or permanently discontinued.

If **You** alter the risk in any of these ways, **We** may cancel this **Policy**.

3. Uninsured assets

If **You** do not provide full and honest answers to **Our** questions regarding any uninsured **Home Buildings** or **Farm Buildings** at **Your Farm**, **We** may, depending on the circumstances, refuse to pay a claim if **We** are unable to definitively establish whether a **Building** forming the subject matter of a claim, was insured or not insured under this **Policy**.

4. Adjustment of Premium on renewal

If a claim occurs in the previous **Period of Insurance** and **You** do not notify **Us** until after the **Premium** for the current **Period of Insurance** was calculated, then **You** must pay any additional **Premium** that would have been calculated had **You** told **Us** about the claim on the day that the claim occurred. This condition does not affect any other rights that **We** have, including the rights that **We** have under **Your Duty** to take reasonable care to not make a misrepresentation.

5. Reasonable care

You must take and cause to be taken all reasonable precautions to:

- avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard property insured under this **Policy** from loss or damage;
- maintain all property, fittings, appliances and equipment insured under this **Policy** in a sound condition;
- comply with all statutory obligations, by laws, regulations, public authority requirements and safety requirements.

This means for example, if **You** are operating machinery that is used for harvesting **Farm Produce**:

- You** must comply with all current Australian Standards relating to the prevention or containment of fire;

- (ii) **You** must cease operating harvesting machinery on days or period declared by any competent authority to be a day or period of extreme fire risk for harvesting in **Your** local area.

It also means, for example, **You** need to comply with safety regulations, codes of practice and laws applicable to the safe installation, storage, handling or transportation of hazardous materials including petroleum and liquid petroleum gas (LPG) used in **Your Farming Business**. For example, in New South Wales, the *Dangerous Goods (Road and Rail Transport) Regulation 2014* (NSW) (as amended or repealed) sets out obligations for persons involved in transporting dangerous goods by land transport and gives effect to the Australian Code for the Transport of Dangerous Goods by Road and Rail. **You** must consider the legislation or regulations in force in the state or Territory in which **Your Farming Business** is operated.

You must obtain certificates of inspection for all equipment required by any statute or regulation to be so certified.

If **You** do not take reasonable care:

- to protect and maintain property insured under this **Policy**;
- to prevent damage or injury to others or their property;
- to comply with all statutory obligations and by-laws or regulations relating to the safety of person or property; or
- to minimise the cost of any claim under this **Policy**,

We will not pay for loss, damage, liability or injury which was caused or contributed to by a failure to take reasonable care.

6. If Your circumstances change

You must tell **Us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury to any risks insured under this **Policy**.

You must tell **Us** if:

- Your Home Building** or **Farm Building** or **Your Farm** is opened up to the public for a trade day, **Farm** exhibition or similar event (including if it is not for reward);
- Your Motor Vehicle** is modified, its top speed or performance is increased;
- the main driver of **Your Motor Vehicle** changes;
- the use of **Your Motor Vehicle** changes;
- You** are no longer the owner occupier of the **Home Building**, because **You** now let the **Home Building** to tenants or use the **Home Building** as a holiday home;
- You** are having renovations undertaken;

- Your Home Building** is left **Unoccupied** for a period exceeding 90 days out of any 120 days (regardless of the **Policy** commencement date);
- Your Farm** is **Unattended** for a period of 60 consecutive days (regardless of **Your Policy** commencement date);
- Your Home Building**, **Farm Building** or **Your Farm** falls into a state of disrepair.

When **You** contact **Us** advising of any changes to this **Policy** and **We** accept those changes, **We** will issue **You** with a revised **Schedule** and **You** may be asked to pay an additional **Premium**. This may apply during the **Period of Insurance** or at **Policy** renewal.

If **You** fail to tell **Us** of all changes, this **Policy** may not provide the cover **You** need, and **We** may not pay part or all of a claim.

7. Excess

An excess is the amount **You** may be required to pay if **You** have a claim. The **Excesses** **You** may be required to pay are set out in this Policy Wording and **Your Schedule**.

8. Other party's interests

You must tell **Us** of the interest of all parties (e.g. financiers, lessors or owners) who will be covered by this **Policy**. **We** will indemnify their interests only if **You** have told **Us** about them and **We** have noted them on **Your Schedule**.

9. Reinstatement of sum insured – partial losses

In the event of loss or damage insured under Section 1 – Home Property, Section 2 – Farm Property and Section 4 – Theft, **We** will reinstate **Your Sum Insured** by the amount which the **Sum Insured** is reduced as a consequence of any claim for loss, damage or liability which **We** have settled, from the date of the loss, damage or liability unless:

- there is a written request from **You**;
- We** have paid the full **Sum Insured**; or
- We** state otherwise in the relevant Section.

Our total liability under this **Policy** will not exceed in respect of all claims during the **Period of Insurance**, an amount equal to 200% of such **Sum Insured** shown in **Your Schedule**.

10. Subrogation

We may, at **Our** expense and in **Your** name, use all legal means available to **You** of securing reimbursement for loss or damage arising under this **Policy**. In the event **We** do so, **You** agree to give all reasonable assistance for that purpose.

If **We** do not take possession of the damaged property, **You** cannot abandon **Your** responsibilities for the property.

11. Taxation Considerations

If **You** are a business **You** must tell **Us** if **You** are registered, or are required to be registered, for GST. When **You** do this, **You** must give **Us**:

- Your** ABN; and
- the percentage of any **Input Tax Credit** **You** will claim, or will be entitled to claim, on **Your** **Premium**.

When **We** pay a claim, **Your** GST status will determine the amount **We** pay **You**. **Your** claim settlement amount will be adjusted to allow for any **Input Tax Credit** entitlement.

When **You** pay an **Excess** to a supplier, they will give **You** a tax invoice for **Your** payment detailing the GST **You** may be entitled to claim. If **You** pay **Us** the **Excess**, **You** can't claim any GST credit on **Your** payment.

Unless **We** say otherwise, all amounts in this **Policy** are inclusive of GST. There may be other taxation implications affecting **You**, depending upon **Your** own circumstances. **We** recommend **You** seek professional taxation advice.

12. Cancelling this Policy

You can cancel this **Policy** at any time by telling **Us**. If there are other people named as insured on **Your** **Policy**, **We** only need a request to cancel it from one of **You**.

We may cancel this **Policy** in any of the circumstances permitted by law (e.g. failure to pay the **Premium** by the due date) by informing **You** in writing.

We will give **You** notice in person or send it to **Your** **Address** (including an electronic **Address**) last known to **Us**.

If **You** have paid **Your** **Premium** in advance, **We** will refund **You** the proportion of the **Premium** for the remaining **Period of Insurance**.

13. Changing this Policy

Changes to this **Policy** only become effective when **We** agree to them and send **You** a new **Schedule** detailing the change.

14. When there is more than one insured

When there is more than one insured on **Your** **Policy**, **We** may treat what any one of them says or does in relation to **Your** **Policy** or any claim under it, as said or done by each of the insureds. **We** may rely on a request from one insured to change or cancel **Your** **Policy** or tell **Us** where a claim payment should be paid. Where a payment is made to one insured under this **Policy**, **We** have no further obligations to any other insured regarding that payment.

15. Jurisdiction

This **Policy** will be governed and construed in accordance with the laws of the State or Territory in **Australia** in which **Your** registered **Address** is located. **You** agree to submit the non-exclusive jurisdiction of the courts of that State or Territory.

16. Sending you documents

We may send letters, policy and other related documents to **You**. If **We** email them to **You**, **We'll** consider the email to be received by **You** 24 hours after **We** send it.

Please make sure **We** have **Your** current email and mailing address on record and let **Us** know as soon as these change.

17. Valuation and Currency

All amounts under this **Policy** are expressed and payable in Australian currency.

18. References to legislation

Legislation referenced in this **Policy** includes subsequent legislation.

Any term used in this **Policy** and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

Making a claim

You must follow the procedures set out below if something happens which causes loss or damage or injury which may lead to a claim. If **You** do not, **We** may refuse **Your** claim or reduce the amount **We** pay **You**.

1. When loss or damage occurs

You must, at **Your** own expense:

- take all reasonable steps to reduce the loss or damage and to prevent further damage;
- as soon as reasonably practicable make a full report to the police if:
 - You** know or suspect that property has been stolen;
 - someone has broken into **Your** premises; or
 - someone has caused malicious damage to **Your** property.

We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss;

- not make any admission of liability, offer, promise or payment in connection with any event;
- promptly inform **Us**
- take reasonable steps to preserve any damaged property and make it available for inspection by **Our** representative or agent (including a loss adjuster); and
- not authorise the repair or replacement of anything without **Our** agreement (which will not be unreasonably withheld).

2. If **You** want to make a claim

You must:

- inform **Us** as soon as reasonably practicable by telephone on **02 9134 9439** or by filling out a claim form at farmstyleinsurance.com.au;
- give **Us** all the relevant information and documentation which **We** reasonably request and **You** are reasonably able to provide. If **We** ask for it, **You** must provide **Us** with
- as soon as reasonably practicable send **Us** any court document or other communication **You** receive about the claim. Do not take any action **Yourself** or ask anyone else to do so on **Your** behalf.

3. Defending and settling claims

We control the defence of all claims. **We** require that **You** give **Us** all relevant information and assistance **We** may reasonably need:

- to settle or defend claims; or
- to recover from others any amount **We** have paid for a claim.

You must allow **Us** to:

- make admissions, settle or defend claims on **Your** behalf; and
- take legal action in **Your** name against another person to recover any payment **We** have made on a claim.
- When **We** defend, negotiate and settle a claim, **We** will act reasonably.

We may keep any amount **We** recover in priority to **Your** right to recover any amount that **You** have lost which is not insured under this **Policy**, whether or not **We** have paid **Your** claim in whole or in part.

4. Payment to discharge **Our** liability

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

- the **Sum Insured** or Limit of Liability of the Section under which the claim is made, after deducting any amounts already paid; or
- any lower sum for which the claim may be settled.

If **We** do so the conduct of any outstanding claim(s) will become **Your** responsibility.

We will not be liable to pay any further amounts other than costs, charges, or expenses that **We** agreed to pay before **We** made the payment referred to above.

5. Limits and Excess

We will not pay more than the **Sum Insured** in respect of any claim other than those benefits that are identified as payable in addition to the **Sum Insured**, or unless **We** agree in writing to pay legal costs or expenses in relation to a claim.

You must pay the amount of any **Excess** shown in **Your Schedule** for each claim **You** make. Payment of **Your Excess** may be requested when **You** lodge **Your** claim or may be deducted from **Our** payment to **You**.

If **You** suffer damage which leads to a claim under more than one Section of this **Policy**:

- the highest applicable **Excess** is payable; but
- only one **Excess** is payable.

6. Inspection

You must reasonably give **Us** access to **Your** property at the **Address** or make access available to **Us** for inspection if **You** make a claim.

7. Contribution and other insurance

When making a claim, **You** must notify **Us** of any other insurance that **You're** aware will or may, whether in whole or in part, cover any loss insured under **Your Policy**. If at the time of any loss, damage or liability there is any other insurance (whether issued to **You** or any other person) which covers the same loss, damage or liability **You** must provide **Us** with any reasonable assistance **We** require to make a claim for contribution from any other insurer(s).

You must notify **Us** of any other indemnity or insurance which will or may, whether in whole or in part, cover any loss insured under this **Policy**.

8. Cover comes to an end following a total loss

If **Your Home Building, Home Contents, Motor Vehicle** or **Farm Property** is declared a **Total Loss** and agree to pay **Your** claim, then cover for the lost or damaged item(s) will come to an end and **You** will not be entitled to make any further claim under this **Policy** in relation to the relevant item(s) and:

- where the **Premium** has been paid in full for the **Period of Insurance** there will be no refund of any **Premium** in relation to the item(s); or
- where the **Premium** is paid by instalments, **We** are entitled to deduct from any claim paid or payable, the balance of the unpaid **Premium** or instalments of **Premium** in relation to the item(s).

Unless specified otherwise in this **Policy** or agreed in writing, **You** must apply to **Us** for cover on any new building, **Vehicle**, machinery or equipment that is built or acquired in replacement of the lost or damaged item. No cover applies until **We** have agreed to cover the relevant item and **You** have paid **Us** the required **Premium** for that cover.

9. Preventing our right of recovery

If **You've** agreed with or told someone who caused **You** loss, damage or liability covered by **Your Policy** that **You** won't hold them responsible then, to the extent **We've** been prejudiced by this act, **We** won't cover **You** for that loss, damage or liability.

10. Providing proof or evidence

You must be able to demonstrate that **You** have suffered a loss covered by this **Policy** for **Your** claim to be accepted. **We** may ask **You** for this evidence if **You** make a claim under this **Policy**. The claim assessment process may be quicker if **You** keep the receipts of purchase, or proof of the value, of all property covered by this **Policy**.

11. Salvage

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 relevant information or assistance **We** reasonably require.

We may sell the items or materials and keep the proceeds.

The right to any salvage is at **Our** discretion (which will be exercised reasonably and in consideration of both **Our** and **Your** interests) and if that right is not exercised, **We** will not have any obligation to remove the salvage.

General definitions applicable to the whole policy

The following words have a special meaning when used in this **Policy** unless they have been defined differently in a specific Section of the wording.

Word(s)	Meaning
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of Accidents arising out of the one event.
Accidental Damage	an incident that is unforeseen and unintended that causes physical loss or damage for which We will provide cover to You subject to the Policy conditions and exclusions. This includes a series of Accidents arising out of the one event. Accidental Damage includes Listed Events (as that term is defined in the relevant Section of the Policy).
Address	the Address shown in Your Schedule and is either (as applicable): a) the Address of the Home Building in which You lived for the majority of the year; or b) the land on which You conduct Your Farming Business .
Aircraft	means any machine designed to fly, float, glide or move on a cushion of air or move through the air, including hang gliders but excluding Model Aircraft , toys or kites.
Aircraft Landing Area	any area on or from which Aircraft land or take-off, or are housed, maintained or operated when they are not airborne.
Australia	the Commonwealth of Australia , its dependencies and Territories.
Babysitting	means babysitting on a casual basis and excludes babysitting where any licence or other permission is required in order to legally conduct the babysitting, or is a business, or the income derived from babysitting is the primary source of the household's income.
Bodily Injury	means physical bodily harm including sickness or disease, and any resultant required care, loss of services, loss of consortium or death.
Compensation	all amounts You are liable to pay to other people or organisations (including legal costs awarded against You and interest accruing after entry of judgment against You until We have paid the amount outstanding).
Computer System	any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or backup facility.
Cyber Incident	a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof; b) Malware or Similar Mechanism ; c) programming or operator error whether by the Insured or any other person or persons; d) unintentional or unplanned, wholly or partially outage of the Insured's Computer System not directly caused by physical loss or damage; affecting access to, processing of, use of operation of any Computer System or any Electronic Data by any person or group(s) of persons.
Drone	means a remotely piloted aircraft as defined in Part 101 of the <i>Civil Aviation Safety Regulations 1998</i> (Cth) (as amended or repealed).
Educational Institution	accredited educational institutions including primary, secondary and tertiary educational institutions.
Electronic Data	means facts, concepts and information converted to a form useable for communications, interpretation, or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for processing and manipulation of data or the direction and manipulation of such equipment.
Employee(s)	any person who is employed under a contract of service or apprenticeship with You but does not include any person employed under such contract who is excluded from the definition of 'Worker' under any workers' compensation legislation.

Word(s)	Meaning
Excess(es)	<p>the amount shown in this Policy Wording and/or Your Schedule, payable by You on each and every claim arising out of one event or Occurrence under that Policy Section.</p> <p>Should more than one Excess be payable under this Policy for any claim or series of claims arising from the one event, such Excesses shall not be aggregated, and the highest single level of Excess only shall apply, except in the Motor Vehicle sections.</p> <p>You are required to pay the Excess when We request You to do so.</p>
Family	<p>persons who normally reside with You permanently and who are Your;</p> <ol style="list-style-type: none"> spouse or de facto; children or Your spouse's or de facto's unmarried children; spouse's parents or de facto's parents; or brother or sister.
Farm	the land on which You conduct Your Farming Business , including any land You lease or share Farm .
Farming Business	lifestyle farming activities at a Farm Address no greater than 100ha, where Your maximum income from the lifestyle farming activities has not exceeded \$50,000 (excluding GST) in the last consecutive twelve-month period and will not exceed \$50,000 (excluding GST) during the Period of Insurance but excludes Farm Hosting unless We have stated otherwise in Your Schedule .
Financer	the person or entity with a Security Interest in Your property.
Flood	<p>the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:</p> <ol style="list-style-type: none"> a lake (whether or not it has been altered or modified); a river (whether or not it has been altered or modified); a creek (whether or not it has been altered or modified); another natural watercourse (whether or not it has been altered or modified); a reservoir; a canal; a dam.
Fusion	the process of fusing or melting together of windings of an electric motor following damage to their insulating material as a result of overheating caused by electric current.
Home Building	<p>means the fully enclosed private dwelling, residential flat, home or townhouse unit primarily used as Your place of residence at the Address shown in Your Schedule including the immediately adjacent tended, fenced, yarded or garden areas used solely for domestic purposes.</p> <p>Home Building includes:</p> <ol style="list-style-type: none"> offices and surgeries so long as they are attached to the Home Building; outbuildings, fixtures and structural improvements so long as they are attached to the Home Building; garden sheds or garages so long as they are attached to the Home Building; permanently installed swimming pools, spas, saunas, courts used for sporting activities (which have no commercial activities undertaken from them); floor coverings which are not carpets or rugs; fixed services of garden irrigation (including Water tanks and Water pumps), gas, Water, drainage, sewerage, electricity, telephones and radio receiving equipment (including pipes, cables, ducts, wires, meters and switches) that are Yours, or for which You are responsible to repair or replace, and which are connected and permanently attached to Your Home Building and used solely for domestic purposes; curtains, carpets, drapes and internal blinds (but only if the home is leased, or is vacant and is intended to be leased, by You to a person or organisation not named in Your Schedule); fixed ceiling coverings, fixed wall coverings (which are not curtains, drapes or internal blinds), fixed light fittings, and awnings; retaining walls and fixed artificial grass; masts, aerials, antennas, satellite dishes, and fixed clothes lines.

Word(s)	Meaning
	<p>Home Building does not include:</p> <ul style="list-style-type: none"> a) offices and surgeries not attached to the Home Building, unless individually specified on Your Schedule; b) outbuildings, fixtures and structural improvements not attached to the Home Building, unless individually specified on Your Schedule; c) garden sheds and garages not attached to the Home Building unless individually specified on Your Schedule; d) any Vehicle, Watercraft or Aircraft; e) Domestic Solar Panels, unless insured under Optional Benefit 2. Renewable Energy Pack under Section 1 – Part A. f) any property covered as part of Home Contents; g) anything that would otherwise fall under Section 2 definitions – Farm Property; h) caravans, trailers or mobile homes; i) curtains, internal blinds, carpets (whether fixed or not), unless You regularly lease out Your Home Building on an unfurnished basis; j) pathways, roads and driveways of any kind; k) gates, fencing, bridges or causeways of any kind; l) any building used for any business other than a dwelling used principally as a place of residence that also contains an office or surgery; m) a building in the course of construction, demolition or a vacant building pending demolition; n) a temporary building or structure, permanent jetty, wharf or pontoon (unless specifically noted on Your Schedule); o) a motel, nursing home or boarding house; p) buildings of flats or caravan (whether fixed to the Address or not), unless this is expressly endorsed on Your Schedule; q) grass, lawns, trees, shrubs and any other plant life including soil, sand, gravel, bark or mulch (other than the limited cover afforded under Additional Benefit 10. Landscaping, in Section 1 of the PDS); r) any stables, Hay sheds and Farm tanks and services attached to these buildings, other boundary and internal Fencing of Your Farm (see definitions specific to Section 2 – Farm Property).

Word(s)	Meaning
Home Contents	<p>means goods and property owned or used by You or Your Family or for which You or Your Family are responsible to protect from loss or damage.</p> <p>Home Contents includes:</p> <ul style="list-style-type: none"> a) household goods of all description (including carpets whether fixed or not, curtains and internal blinds), and Money; b) articles of special value which You have listed in Your Schedule under 'Specified Contents'; c) the following equipment where registration or statutory Bodily Injury cover is not required: <ul style="list-style-type: none"> (i) golf buggies (which are not ride-on) and motorised wheelchairs (that are valued at less than \$5,000 when new); (ii) Motor Cycles with an engine capacity of up to 125cc (We will only pay for loss or damaged to these caused by Fire, Theft, burglary or house break in); (iii) any garden equipment including ride on mowers that are valued at less than \$5,000 when new; d) surfboards, canoes, kayaks, surf-skis or sailboards; e) swimming pools or spas, both designed for above ground use and not where they are a permanent structural improvement; f) Watercraft no larger than 4 metres in length and Watercraft motor up to 10 horsepower and with an individual or combined value of less than \$10,000 when new, whilst at Your Farm; g) bicycles h) sporting equipment and firearms (as long as the firearms are registered in Your state or local territory and You have a current licence to hold those firearms); i) mobile telephones, computers (including portable computers), associated hardware and software; j) tools, instruments and equipment used for personal purposes; k) if You are a tenant, the landlord's fixtures and fittings installed by You for Your own use. <p>Home Contents does not include:</p> <ul style="list-style-type: none"> a) any property covered as part of the Home Building; b) any caravan, trailer or mobile home; c) Watercraft other than those listed under 'Home Contents includes' above; d) motorised Vehicles (including golf carts) other than those listed under 'Home Contents includes' above; e) any aerial device such as Aircraft, balloons and gliders (including accessories and spare parts whilst contained in, on or attached to the aerial device), except for hang gliders, kites, Model Aircraft and Drones; f) accessories or spare parts, keys or remote locking or alarm devices of Motor Vehicles (including Motor Cycles and motor scooters whether they are capable of being registered or not), caravans, trailers, Aircraft or Watercraft while they are in or on the Motor Vehicle, caravan, trailer, Aircraft or Watercraft; g) fish, birds or animals of any description; h) any property: <ul style="list-style-type: none"> (i) illegally in Your possession; (ii) stored in a dangerous and illegal way; or (iii) any equipment connected with growing or creating any illegal substance; i) commercial or retail trade stock other than business stock temporarily stored inside Your Home Building; j) Domestic Solar Panels; k) landscaping, trees, plants or including grass or lawns, or soil, bark or mulch, except for plants contained in pots, baskets or similar containers; l) any Watercraft that are more than four meters in length or any Watercraft motor over 10 hp, with an individual or combined value of more than \$10,000 when new; m) jet skis or other Watercraft that require registration under state or territory legislation; and n) any Vehicle or Motor Cycle (other than what is prescribed above under what is Home Contents);

Word(s)	Meaning
Impact	a collision of two or more objects.
Indemnity Value	the value of Home Buildings, Home Contents, Portable Effects or Farm Property at the time of loss or damage taking into consideration the age, condition and state of repair.
Input Tax Credit	the Input Tax Credit according to the meaning given in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Internet Operations	<ul style="list-style-type: none"> a) use of electronic mail systems by You, Your Employees or any person who has Your permission; b) access through Your network to the internet by You, Your Employees, or any person who has Your permission; c) access to Your intranet (meaning internal company information and computing resources) which is made available through the internet for Your customers or others outside Your organisation; and d) the operation and maintenance of Your website.
Landslide	downward movement of sloping ground.
Livestock	means all animals which You own or for which You are responsible and which are used in the day-to-day operation of Your Farming Business . Livestock does not include any domestic animals or pets (including working dogs), fish, crustaceans, oysters, or any other animals used in aquaculture farming.
Malware or Similar Mechanism	means any programme code, programming instructions or other set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programmes, data files, or operations (whether involving self-replication or not) including but not limited to "Virus", "Trojan Horses", "Worms", "Logic Bombs" or "Denial of Service Attack".
Market Value	the retail value of items of a similar type, age and condition, with adjustment for its special features, if any. Used price guides and any other information may be used to assist in determining Market Value .
Market Value of Livestock	means the farm gate value which shall be determined as the value of the animal(s) at the time of loss excluding transport costs, sales costs and any Livestock levies.
Model Aircraft	<p>means a small sized, unmanned Aircraft replica flown solely for toy, hobby, leisure, sporting or recreational purposes.</p> <p>Model Aircraft does not include:</p> <ul style="list-style-type: none"> a) any Aircraft that has a wingspan that exceeds 160 centimetres, a total weight (including attachments) exceeding two kilograms, is used illegally or in breach of any Civil Aviation Safety Authority ("CASA") or other laws, regulations or safety requirements of any club, council or local authority; b) balloon or kite; c) any Aircraft used in breach of any CASA regulations or any other regulations or Council safety laws.
Money	cash, bank notes, currency notes, negotiable instruments, negotiable cheques, postal notes, post office Money orders, negotiable securities, unused postage stamps, revenue stamps, credit card sales vouchers, instant lottery tickets, store value cards, authorised gift vouchers, public transport boarding bus or transport tickets, telephone credit cards or franking machine credits.
Motor Cycle	a motorised bike or Vehicle on which the rider typically sits astride in order to drive. It includes motorbikes, quadbikes, and tricycles.
Motor Vehicle	any type of land-based machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power, including any trailer or other attachment that is normally towed by or operated from any such machine. Motor Vehicle does not include Aircraft .

Word(s)	Meaning
Occupied	<p>means Your Home Buildings are comfortably habitable and You, Your Family or someone with Your consent has resided in Your Home Building overnight.</p> <p>We will regard Your Home Building as Occupied if it:</p> <ol style="list-style-type: none"> is connected to the electricity supply and has hot and cold running Water; and contains a functioning refrigerator, at least one bed/mattress, a dining table, chair and some additional furniture.
Occurrence	<p>In Section 5 – Public and Products Liability:</p> <p>an event during the Period of Insurance (including continuous or repeated exposure to substantially the same general conditions), which results in Personal Injury or Property Damage (as defined in Section 5), which are neither expected nor intended by You.</p> <p>All Personal Injury or Property Damage resulting from one original cause will be treated as being caused by the one Occurrence.</p> <p>In all other Sections:</p> <p>an event during the Period of Insurance (including continuous or repeated exposure to substantially the same general conditions), which results in Bodily Injury or damage to property which are neither expected nor intended by You.</p> <p>All Bodily Injury or damage to property resulting from one original cause will be treated as being caused by the one Occurrence.</p>
Period of Insurance	the period shown in Your Schedule defining the period of cover.
Policy and/or Terms of Policy	this document, Your Schedule and any future documents issued to You that amends the cover or Your Schedule .
Pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or waste.
Premium	the amount You pay for the cover provided by this Policy , including any taxes and other government charges.
Proposal	the information You supply to Us that forms part of the basis for Our decision of whether or not to cover You and on what terms. This includes information provided in writing, verbally or by electronic means as part of Your application for cover .
Rainwater	means rain falling from the sky onto buildings and/or ground.
Resident	means someone who normally resides with You and who intends to use Your Home Building or Your Farm Building as their primary residence for 90 days or more out of any 120 consecutive days (irrespective of the commencement of the Policy) during which there is an Occurrence .
Run-off	<p>Rainwater that has collected on or has flowed across normally dry ground or has overflowed from:</p> <ol style="list-style-type: none"> swimming pools or spas; or normally dry Storm Water gutters and normally dry drains, which have been built or approved by a government or public authority.
Settlement	downward movement as a result of the soil being compressed by the weight of a Home Building or Farm Building within 10 years of construction.
Security Interest	a security interest as defined in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
Schedule	<p>means:</p> <ol style="list-style-type: none"> the schedule current for Your Policy; or the renewal notice You have paid; or the alteration advice sent to You. <p>The Schedule contains details of the types of cover and levels of cover You have selected and any special conditions or endorsements applicable to Your cover.</p>
Storm	violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by rain or snow.
Storm Surge	the short period rise or fall of the sea level produced by a cyclone.

Word(s)	Meaning
Subsequent Legislation	1. an Act or Regulation as amended, replaced or re-enacted; 2. where an Act or Regulation has been repealed, the current equivalent Act or Regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.
Subsidence	downward movement of the ground beneath a Home Building or Farm Building other than by Settlement .
Sum Insured	the amount(s) You have selected and is/are shown on Your Schedule .
Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/ or to put the public, or any section of the public, in fear.
Theft	a person has taken Your property without Your knowledge, prior consent or agreement, with the intention of permanently depriving You of that property.
Tool of Trade	a Vehicle that has a tool, implement, machine or plant attached to or towed by it for: a) digging, scraping, grading, drilling, levelling; or b) lifting, lowering, or supporting any object or person, which is being used by You for Your Farming Business . Tool of Trade does not include Vehicles whilst travelling to or from a worksite, Vehicles that are used to carry goods to or from Your Farm , or private Vehicles .
Total Loss	where Your insured property is damaged or destroyed beyond economical repair or is lost and irretrievable.
Tsunami	means a sea wave, or sea waves, caused by sudden movement of the ocean due to earthquakes, Landslides or volcanic eruptions. It does not include a rise in the level of the ocean caused by a king tide or a rise above the normal Water level along a shore resulting from strong onshore winds and/ or reduced atmospheric pressure.
Unattended	means not inspected, attended or visited by You , Your Employees or anyone authorised by You .
Unoccupied	means uninhabited by You , Your Employees or anyone authorised by You , for use as a place of residence for eating, drinking and sleeping overnight.
Vehicle	means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine. Vehicle does not include Aircraft .
Water	includes Rainwater , snow and sleet.
Watercraft	means any vessel, craft or thing (other than a hovercraft) made or intended to float on or in or travel on or through Water .
We, Us, Our	Ag Guard
Windmill	means fixed equipment at Your Farm that converts kinetic energy from the wind into mechanical energy used to drive machinery for pumping Water or milling grain. Windmill does not include a wind turbine that converts kinetic energy from the wind into electrical power.
You, Your, Yours	the person(s), companies, firms or organisations named in Your Schedule as the insured. If more than one person is named as the insured in Your Schedule , We will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or claim by all of them.

