

# Product Disclosure Statement (PDS) and Policy Wording

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www.farmstyleinsurance.com.au

Ag Guard Pty Ltd trading as **Farmstyle Insurance** 

ABN 42 168 502 645 AFSL 480 716 Mezzanine, 126 Willoughby Road Crows Nest NSW 2065

For general enquiries please contact us at 02 9134 9439 or sales@farmstyleinsurance.com.au

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GENERAL EXCLUSIONS

# How to Read this Product Disclosure Statement

# What is a Product Disclosure Statement or PDS?

This Product Disclosure Statement ("PDS") was prepared on 1 February 2022

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

#### 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 Policy Sections specified in Your Schedule.

General exclusions, conditions and terms are listed on page 62-74. Unless otherwise expressly stated, these apply to each of the Policy Sections, including any **Additional Benefits** in those Policy Sections.

Specific conditions, definitions and exclusions also apply to individual Policy Sections and **Additional Benefits** in those Policy 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 is specified in **Your** Schedule.

Some other words used in this PDS have special defined meanings. These words are in bold. Most of the words **We** have defined are listed in the **General Definitions** or the **Definitions** of the applicable Policy Section.

#### About this Product Disclosure Statement and Policy Wording

We are required to give You a PDS if You are insuring Home Building /Home Contents or Portable Effects under Policy Section 1, or insuring Motor Vehicles (Private Use) under Policy Section 3 – Motor Vehicles and You are:

- an individual; or
- a small business, having:
  - in the case of a non-manufacturing business, less than 20 employees; or
  - in the case of a manufacturing business, less than 100 employees.

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 decide which Policy Sections You require.
- 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 Policy Section 1; or insuring Motor Vehicles (Private Use) under Policy 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.

Because we don't know **Your** personal circumstances, please treat any advice in this booklet as purely general. It doesn't consider **Your** objectives, financial situation or needs. **You** should carefully consider the information provided with regard to **Your** personal circumstances to decide if it's right for **You**.

Information in this PDS might change. If the change is adverse, then we'll 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**.

YOUR POLICY

Home Property

Farm Property

Motor Vehicles

Theft

# **PART A – Important Information**

#### About us

#### The Insurer

This insurance policy is underwritten and issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545, 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). **We** have been helping Australians protect the things that are important to them since 1886. **Our** purpose is to give people the confidence to achieve their ambitions.

QBE Insurance (Australia) Limited is a party to the General Insurance Code of Practice. **You** can access the Code at www.codeofpractice.com.au.

#### The Agent

Ag Guard Pty Ltd (ABN 42 168 502 645, AFSL 480716)

Ag Guard Pty Ltd ("Ag Guard") arranges policies for and on behalf of QBE Insurance (Australia) Limited. Ag Guard acts under a binding authority given to it by QBE Insurance (Australia) Limited to administer and issue policies, alterations and renewals. In everything to do with this **Policy**, Ag Guard acts as an agent for QBE Insurance (Australia) Limited 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

**Your** insurance contract with **Us** is a 'consumer insurance contract', as defined in section 11AB of the *Insurance Contracts Act 1984* (Cth). A consumer insurance contract is insurance obtained wholly or predominantly for **Your** personal, domestic or household purpose.

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.

Whether or not **You** have taken reasonable care not to make a misrepresentation is determined with regard to all the relevant circumstances, including:

- the type of consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by Us;
- how clear and how specific, any questions asked of You by Us were;
- how clearly We communicated to You the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for You; and
- whether the contract was a new contract, or was being renewed, extended, varied or reinstated.

We will take into account any of Your particular characteristics or circumstances of which We were aware, or ought reasonably to have been aware.

You will not be taken to have made a misrepresentation merely because You failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

## If **You** do not take reasonable care not to make a misrepresentation

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.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed. After the **Policy** is entered into, ongoing disclosure obligations may apply. See the **Policy** for details.

# IMPORTANT POLICY INFORMATION FOR INFORMATION SUMMARY SOME POLICYHOLDERS

Motor Vehicles

Theft

Public & Products Liability

GENERAL EXCLUSIONS

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

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed. After the **Policy** is entered into, ongoing disclosure obligations may apply. See the **Policy** for details.

#### 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**.

To the extent **We** need to update any information in this **PDS**, **We** will either send **You** a new **PDS** or a supplementary **PDS**.

These documents can also be obtained by contacting Us.

#### Questions

You should contact Us if You:

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

#### **Choice of Covers**

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

For the **Farming Business**, Home Property and Public and Products Liability sections are mandatory for insurance to be provided under the **Policy**.

If **You** require cover for only one section or **You** are not able to meet the minimum and mandatory sections of **Our Policy**, **We** recommend that **You** seek an alternate farm insurance policy.

#### Sections

- 1. Home Property
- 2. Farm Property
- 3. Motor Vehicles
- 4. Theft
- 5. Public and Product Liability

If **You** have any questions, please do not hesitate to contact **Us**.

#### Making a claim

To make a claim under the **Policy** please contact **Us**. Alternately **You** may read the section at the end of this **PDS** called 'Making a Claim' which provides details of the process that **You** must follow. The procedures **You** must comply with are:

- as soon as reasonably practicable contact the police and make a full report in the event that someone has broken into Your premises; stolen Your property or caused malicious damage to Your property;
- b) take all reasonable steps to reduce the loss or damage or liability;
- c) not to make any admissions of liability, offer or promise or payment in connection with any event;
- d) promptly inform Us by telephone or person as soon as possible, providing all details as You are reasonably able to provide of the facts and circumstances of the loss, damage, injuries, illness or claim against You (noting that We may reasonably request further relevant information at a later date in order to progress Your claim);
- e) take all reasonable steps to preserve any damaged property and make it available for inspection; and
- f) not authorise the repair or replacement of anything without **Our** agreement (which will not be unreasonably withheld).

# 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 of loss or damage 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 Insured under Section 1 – Home Property Events or Section 2 – Farm Property may be increased at renewal to allow for inflation.

# 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 apply to.

You should also take time to read the Target Market Determination ("TMD") for this Policy, which describes:

- a) the class of customers this **Policy** is suitable for (the target market) and the class of customers this **Policy** is not suitable for;
- b) Optional Benefits that have been designed for customers within the target market of this Policy;
- c) any distribution conditions and restrictions on distribution for this **Policy**;
- d) reporting obligations for distributors; and
- e) the review period and events or circumstances that may trigger a review.

You can access the TMD at https://www.

farmstyleinsurance.com.au/assets/pdf/FSI-TMD.pdf You should ask Us if You are unsure about any aspect of this **Policy** or the **TMD**.

#### **Cooling-off period**

If **You** are unhappy with any aspect of **Your** Insurance, **You** should contact **Us** to discuss **Your** concerns.

You may cancel this **Policy** and receive a full refund if **You**:

- f) change **Your** mind within 21 days of buying **Your** Policy; and
- g) have not made, and are not entitled to make, a claim under the **Policy**.

To cancel **Your** policy within the cooling-off period, **You** should contact **Us** in writing.

#### Cancellation after the cooling-off

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:

- a) make a misleading statement to Us when applying for insurance under this Policy;
- b) fail to take reasonable care to not make a misrepresentation when You apply for, change or renew this Policy;
- c) fail to comply with the conditions of this **Policy**;
- d) fail to pay the Premium;
- e) fail to be fair and open in Your dealings with Us; or
- f) make a claim which is not true 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, as well as any taxes and government charges.

Your Schedule sets out the Premium payable for this Policy, including any taxes and government charges (such as GST, stamp duty and the fire service levy).

We take a number of factors into account when calculating Your Premium, which are reflected in the questions We ask You at the time You apply for the Policy, including:

- a) which sections of the Policy You have cover under;
- b) the Sum Insured for each section;
- c) Your age, experience, previous insurance and claims history;
- d) if **You** elect to have a higher or lower **Excess** where this option is available;
- e) if **You** elect to take out any **Optional Benefits** where they are available;
- for property covers, the cover You have selected, any applicable excess, the location type, construction, age, condition, use and Sum Insured of Your Home Buildings and Home Contents;
- g) for Section 3 Motor Vehicles, the cover You have selected, the Sum Insured, the method of settlement, the make, model, year, condition, storage location, intended use, accessories and security features of the vehicle.

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 Policy 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 renew **Your Policy**, **We** will continue to deduct instalments for a 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.

Public & Products Liability

GENERAL EXCLUSIONS

#### 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 Policy 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:

- a) cancel your policy for non-payment; and
- b) 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 either before cancellation informing **You** of the effective date of cancellation, or within 14 days after cancellation confirming 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 nonpayment, **We** will require **You** to pay any overdue and all outstanding amounts as part of the claim settlement process.

#### If Your payment details change

If **Your** direct debit details change, such as **You** changing credit cards or bank accounts, **You** must tell us at least seven days before **Your** next payment date to allow **Us** to process the change in time.

#### 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 specified in the **Policy Wording** or in **Your Schedule**.

#### Policy Section 1 and Policy Section 2: Excesses

The amount of each **Excess** is specified in **Your Schedule** or the relevant policy section. **We** take into consideration a number of factors when setting the amount of **Your Excess**, such as:

- Your claims history; and
- any additional risk factors that are unusual or unique to Your Home Property and Farm Property.

#### Policy Section 3: Excesses

There are a number of **Excesses** which apply to **Policy Section 3**.

The amount of each **Excess** (other than the Basic **Excess**) and the circumstances in which they apply is specified in Policy Section 3. The amount of the Basic **Excess** will be specified in **Your Schedule**. We take into consideration a number of factors when setting the amount of **Your** Basic **Excess**, such as:

- the make, model and type of vehicle being insured, including modifications made to the Vehicle;
- any voluntary Excess that You choose;
- the age and driving experience of people who will be driving the Vehicle;
- the insured amount of the Vehicle;
- where and how the Vehicle is used;
- the type of cover chosen;
- Your previous insurance and claims history

#### The General Insurance Code of Practice & Financial Claims Scheme

#### **General Insurance Code of Practice**

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice ("the Code"). The Code aims to raise standards of service between insurers and their customers. Ag Guard's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact **Us** or visit www.codeofpractice.com.au.

#### **Financial Claims Scheme**

In the event of the insolvency of QBE Insurance (Australia) Limited, **You** may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at <u>www.apra.gov.au</u> and the APRA hotline on 1300 55 88 49.

#### Privacy

Both QBE Insurance (Australia) 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**. 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 includes 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 ways **We** could use it. To get a copy at no charge by **Us**, please visit <u>qbe.com.au/privacy</u> or contact QBE Customer Care.

It's up to **You** to decide whether to give Us **Your** personal information. Without it, **We** might not be able to do business with **You**, including not paying **Your** claim.

#### **Privacy complaints**

**You** can contact the Office of the Australian Information Commissioner ("OAIC") if:

- a) You are not satisfied with Our final decision, and
- b) Your complaint relates to Your privacy or how we've handled Your personal information.

#### **Resolving complaints & 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.

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

Contact Ag Guard by:

Phone: 02 9134 9439 Email: <u>a.cohn@agguard.com.au</u> Post: Attention – Internal Dispute Resolution Officer, Ag Guard Pty Ltd, PO Box 164, Milsons Point NSW 1565

If Ag Guard requires additional information, they will contact **You** to discuss. If **Your** complaint is not immediately resolved Ag Guard will respond within 10 business days of receipt of **Your** complaint or agree a reasonable alternative timetable with **You**.

#### Step 2 – 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 **Our** Customer Relations team. A Dispute Resolution Specialist will review **Your** complaint independently and provide you with **Our** final decision.

You can also contact the Customer Relations team directly:

Phone: 1300 650 503 Fax: (02) 8227 8594 Email: complaints@qbe.com Post: GPO Box 219, Parramatta NSW 2124

If **We** are unable to resolve **Your** complaint within 30 calendar days of the date **We** first received **Your** complaint or if **You** remain unsatisfied, **You** can/ may be able to seek a free review by the Australian Financial Complaints Authority (AFCA). The AFCA is an independent national body, and if the dispute is within its jurisdiction, **We** agree to accept its decision.

You can visit their website <u>www.afca.org.au</u> or contact them:

Post: GPO Box 3, Melbourne, VIC, 3001 Phone: 1800 931 678 Email: info@afca.org.au

#### Disputes not covered by the AFCA Terms of Reference

**You** may wish to seek independent legal advice if **Your** dispute does not fall within the AFCA Terms of Reference, and **You** are not satisfied with **Our** decision.

Motor Vehicles

Theft

# PART B – Policy Summary

The Ag Guard Lifestyle Farm Insurance policy offers a range of insurance covers. These are listed below. Not all covers are available on their own and some are dependent on **You** taking out another cover as well. For covers **You** have selected please refer to "What **We** cover" and "What **We** exclude" in the relevant policy section.

Summary of covers           Cover Type         (see relevant Policy Section for details, relevant limits, and specific conditions and exclusions that apply)					
	This Policy section provides You with cover for Your Home Property				
	Choice of covers				
	Home Buildings / Home Contents				
	a) Listed Events cover; or				
	b) Accidental Damage cover.				
	For Portable Effects				
	a) Accidental Damage cover is available.				
Policy Section 1 – Home Property	Methods of settlement				
	Methods of settlement For Home Buildings / Home Contents, based on what is specified in Your Schedule,				
	We will either:				
	<ul> <li>replace or pay the reasonable cost to repair Your Home Buildings / Home Contents; or</li> </ul>				
	b) pay <b>You</b> the <b>Indemnity Value</b> of <b>Your Home Building</b> .				
	For <b>Portable Effects</b> , <b>We</b> will either replace or pay the reasonable cost to repair <b>Your</b> <b>Portable Effects</b> .				
Policy Section 2 – Farm Property	This Policy Section covers <b>You</b> for loss of or damage to <b>Your Farm Property</b>				
	This Policy Section covers <b>You</b> with cover for loss, damage or theft of motor vehicles and/or <b>Your</b> legal liability to third parties based on the cover type <b>You</b> select.				
	a) Comprehensive				
Policy Section 3 – Motor Vehicles	The cost to repair or replace <b>Your</b> motor vehicle as a result of accidental loss or damage, theft or malicious damage, including <b>Your</b> legal liability to third parties.				
	b) Third Party Fire and Theft				
	c) Third party property damage				
Policy Section 4 – <b>Theft</b>	This Policy Section covers <b>You</b> for <b>Theft</b> or loss of or damage from <b>Theft</b> (or attempted <b>Theft</b> ) of <b>Your Insured Property</b> and/or <b>Livestock</b> which <b>Occurs</b> in Australia during the <b>Period of Insurance</b> . <b>You</b> must provide tangible evidence of proof of loss. <b>We</b> will only provide <b>Theft</b> cover for items of <b>Farm Property</b> insured under Section 2 – Farm Property.				
Policy Section 5 – Public Liability and Products Liability	This Policy Section covers <b>Your</b> legal liability to pay compensation for, <b>Personal</b> Injury and/or <b>Property Damage</b> and/or <b>Your Products</b> as a result of an <b>Occurrence</b> .				

IMPORTANT INFORMATION

POLICY SUMMARY

Public & Products GENERAL Liability EXCLUSIONS

# PART C – Information for Some Policyholders

This Part applies to You if You are insuring:

- (a) Home Property under Policy Section 1 Home Property; or
- (b) Motor Vehicles Private Use under Policy Section 3 Motor Vehicles, and

You are:

- an individual; or
- a small business having:
  - in the case of a non-manufacturing business, less than 20 employees; or in the case of a manufacturing business, less than 100 employees.

You need to read this Part if it applies to You.

#### The amount You pay for Policy Section 1 or Policy Section 3

The **Premium** 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**. The **Premium** does not include any service or administration fee charged to **You** by **Us**.

#### How various factors may affect Your premium for Policy Section 1

The following table is a guide to significant factors which impact generally on **Your Premium** in relation to Policy Section 1 **Home Building/Home Contents** and Portable Effects.

Factor Lowers Premium		Increases Premium
Insured amount	Lower Insured amount	Higher Insured amount
Claims experience	Low claims experience	High claims experience
Voluntary Excess	Higher <b>Excess</b>	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

Public & Products Liability

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#### How various factors may affect Your premium for Policy Section 3

The following table is a guide to the significant factors which impact generally on **Your Premium** in relation to Policy 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 risk of insurance
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
Voluntary Excess	Higher <b>Excess</b>	Lower Excess

# PART D – Your Policy

## Section 1 – Home Property

Section 1 - Home Property provides for the following insurance options:

#### 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 when You have cover for 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 Building** and **Home Contents** cover. Cover is subject to the limits, conditions and exclusions set out in the **Policy** and **Your Schedule** and in place when you have paid the additional **Premium** we have asked for.

The following table summarises the cover type and basis of settlement for Home Property:

	Cov	er type	Basis of settlement		
	Listed Events	Accidental Damage	Indemnity Value	Reinstate / Replace	
Part A					
Home Building	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	
Home Contents	$\checkmark$	$\checkmark$	×	$\checkmark$	
Part B					
Portable Effects	×	$\checkmark$	×	$\checkmark$	

#### 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 Your Schedule.

#### 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.

#### 1. What is Accidental Damage?

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

Note that Your Schedule will tell You whether You have Accidental Damage cover or Listed Events cover.

#### 2. What is a Listed Event?

Note that **Your Schedule** will tell **You** whether **You** have **Accidental Damage** cover or **Listed Events** cover. For the purpose of this Section, **Listed Events** are the **Occurrences** in the left column, but specifically do not include the **Occurrences** in the right column, in the table below:

Listed Events – insured against	Listed Events – not insured against
Breakage of:	In relation to glass:
a) any fixed glass, shower bases, wash basins, sink lavatory pans or cisterns when they are perman	ently elements;
affixed to <b>Your Home Building</b> if this Policy cov	ers <b>Your</b> b) glassware, crystal or ornaments;
Home Building; ) glass forming part of an item of furniture, or dor	
telephone, if this <b>Policy</b> covers <b>Your Home Contents</b>	d) glass in a picture frame or clock;
	e) glass forming part of a glass house, hot house or conservatory
	<ul> <li>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;</li> </ul>
	<li>g) any item that is chipped or scratched prior to the breakage;</li>
	<ul> <li>h) any item where the only damage is chipping or scratching or the breakage does not extend through the entire thickness.</li> </ul>
Bursting, leaking, discharging or overflowing of liquid fixed apparatus or system	from a Loss or damage which occurs as a result of <b>Your</b> failure to repair or prevent the burst, leak, discharge or overflow of liquid within 48 hours of discovering the <b>Occurrence</b> .
	The cost of repairing or replacing the defective item from which the liquid escaped.
	Loss or damage caused by the escape of water from any shower alcove, base or recess.
Damage caused by animals or birds	Damage caused by or resulting from:
	a) rodents, vermin or insects at any stage of their life cycle;
	b) any animal kept at the <b>Address</b> ;
	<ul> <li>any gnawing, chewing, pecking, clawing, scratching or in any way polluting or soiling:</li> </ul>
	(i) any exterior of <b>Your Home Building</b> ;
	(ii) Home Contents in the Open Air; or
	<ul> <li>(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.</li> </ul>
	(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.
Deliberate or intentional acts (other than vandalism o committed by someone other than <b>You</b> , <b>Your Employ</b> e someone acting with <b>Your</b> express or implied consen	ees or or anyone acting with Your express or implied consent of the
	Deliberate or intentional acts of <b>Your</b> tenant or damage resulting from any act of vandalism or <b>Theft</b> .
Earthquake, <b>Tsunami</b> , volcanic eruption	
Erosion, <b>Subsidence</b> , <b>Landslide</b> or earth movement b resulting from directly from one the following specific <b>Events</b> :	
a) Storm, Rainwater or Run-Off;	
b) Earthquake, <b>Tsunami</b> or volcanic eruption;	
c) Explosion; or	
<ul> <li>Bursting leaking, discharging or overflowing of l a fixed apparatus or system.</li> </ul>	iquid from

YOUR POLICY

Liet	ed Events – insured against	Liet	ed Events – not insured against
LISU		LIS	
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 <b>You</b> have selected <b>Accidental Damage</b> cover.
Imp	act by:	Los	s or damage caused by:
a)	a falling tree or part of a tree;	a)	felling or lopping of trees at the Address:
			(i) by <b>You</b> ;
			<ul> <li>(ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;</li> </ul>
			(iii) unless performed by a licensed professional;
			<ul> <li>(iv) unless You have obtained approval from a local government council or other authority where required, to fell or lop the trees;</li> </ul>
b)	an animal;	a)	domestic animals owned by <b>You</b> , or <b>Livestock</b> impacting other <b>Livestock</b> or animals;
c)	a Vehicle, Aircraft, Drone or boat;	We	vill not pay for loss or damage to:
d)	space debris or debris from an <b>Aircraft</b> , rocket or satellite or <b>Drone</b> ;	a)	the mast, aerial, antenna or satellite dish or <b>Drone</b> itself; or
e)	a mast, aerial, antenna or satellite dish or windmill that has broken or collapsed.	b)	a falling windmill itself.
Ligh	tning or thunderbolt		
Mal	icious damage		age caused by <b>You, Your</b> tenants, <b>Your Employees,</b> the ees of <b>You</b> , or a <b>Resident</b> .
	ver surge to domestic appliances and equipment caused by dentifiable and verifiable source outside <b>Your</b>	Dan	age to domestic appliances more than 15 years old.
inte	<b>ne Building</b> including the unexpected and accidental rference with a power transformer, resumption of power r a black out, a lightning strike, shorting of power lines.		
Riot	, civil commotion, industrial or political disturbance		

GENERAL EXCLUSIONS

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POLICY SUMMARY

INFORMATION FOR SOME POLICYHOLDERS

Listed Events – insured against	List	ed Ev	ents – not insured against	
Storm, Rainwater or Run-off	Loss	s or d	mage:	
	a)	cau	ed by:	
		(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 <b>Storm</b> Surge;	
		(iv)	shrinkage or expansion of earth or land;	
		(v)	hydrostatic pressure;	
		• •	water seeping, percolating or otherwise penetrating into the buildings as a result of:	
			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, design or structural defect, or a reasonable person in the circumstances would have known, at the time of the commencement of this Policy;	
		(vii)	water entering <b>Your</b> 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;	
	b)		ade cloths, shade sails, material awnings, netting, or e structures;	
	c)		rimming pool and spa covers, their liners or solar es; or	
	d)	to a	types of hothouses or glasshouses.	
Fheft, burglary or housebreaking			t pay for loss or damage caused by Theft,	
			r housebreaking:	
	a)	Add pers or h	by person who is living at the <b>Address</b> or visiting the <b>ess</b> with the express or implied consent of <b>You</b> or any on who lives at the <b>Address</b> , where the Theft, burglary usebreaking is committed by that person with <b>Your</b> reledge and consent;	
	b)		t from any common areas of flats, units or houses;	
	c)	exce Buil forc is \$2	ving money, negotiable instruments, coins or bullion pt where stolen from a safe within <b>Your Home</b> ling and <b>Your Home Building</b> has been entered bly and violently. The maximum <b>We</b> will pay per claim ,500 and the maximum <b>We</b> will pay during the <b>Period</b> surance is \$5,000.	

Public & Products Liability GENERAL EXCLUSIONS

# YOUR Home POLICY Property

GENERAL EXCLUSIONS

#### What We pay

#### Home Buildings claims

#### Reinstatement or replacement value of **Your Home Buildings**

Unless **Your** Schedule shows **You** are insured for "**Indemnity Value**" then **We** will settle **Your** claim under Part A of Section 1 on a reinstatement or replacement basis.

We will, having regard to both Our and Your interests either:

- a) repair Your Home Buildings; or
- b) pay You the reasonable cost of replacement of Your
   Home Buildings to substantially the same condition as when it was new; or
- c) pay You up to the amount of the Sum Insured.

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.

**We** will adjust **Your** claims payment in accordance with the GST provision under 'General conditions', '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, and having regard to both **Our** and **Your** interests, **We** will do so using locally available tradespeople using the local commercially available equivalent building materials.

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** 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 at the time the claim was approved.

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

- a) 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
- b) 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.

We will agree to the rebuilding of Your Home Building to be undertaken on another site at the specified Address. 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:

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

#### Indemnity value of Your home buildings

If **You** have **Home Building** cover, and **Your Schedule** shows that **Indemnity Value** applies, having regard to both **Our** and **Your** interests, **We** will either pay **You**:

- a) the Indemnity Value of the Home Buildings; or
- b) the cost to repair or replace the damaged part of the Home Buildings so that it is in the same condition it was in at the time the loss or damage occurred.

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 covered.

#### Home Contents claims

#### Reinstatement or replacement of **Your Home Contents**

- If You have Home Contents cover, having regard to both Our and Your interests, We will either:
- a) repair or replace **Your Home Contents** which have been damaged; or
- b) pay **You** the reasonable cost of repair or replacement of **Your Home Contents**; or
- c) pay You up to the amount of the Sum Insured.

GENERAL EXCLUSIONS

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 <b>We</b> will pay <b>You</b> 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.

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:

- a) 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
- b) 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 damaged occurred.

**We** will adjust **Your** claims payment in accordance with the GST provision under 'General conditions', '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 may vary depending on whether **You** have **Accidental Damage** or **Listed Events** cover and will be subject to the Sum Insured and the **Limit of Liability** 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 limits the lower or lowest limit will apply.

Items	Listed Events	Accidental Damage	
Items of gold, jewellery, furs or Watches	\$5,000 per item and in total 25% of the <b>Sum Insured</b> for unspecified contents.	\$10,000 per item and in total 25% of the <b>Sum Insured</b> for unspecified contents.	
Paintings, pictures, tapestries, rugs or other works of art	\$10,000 per item and in total 25% of the <b>Sum Insured</b> for unspecified contents.	\$20,000 per item and in total 25% of the <b>Sum Insured</b> for unspecified contents.	
Collections	\$5,000 per collection and in total 25% of the <b>Sum Insured</b> for unspecified contents.	\$10,000 per collection and in total 25% of the <b>Sum Insured</b> 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 <b>You</b> or <b>Your Family</b> in <b>Your Home Building</b>	\$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 <b>Theft</b> or damage to contents in the <b>Open</b> <b>Air, We</b> will not pay more than	\$5,000 per occurrence or \$10,000 in any one <b>Period of Insurance</b> .	\$5,000 per occurrence or \$10,000 in any one <b>Period of Insurance</b> .	

Home Property

Farm Property

> Motor Vehicles

> > Theft

Public & Products Liability

GENERAL EXCLUSIONS

#### **Excess**

Unless stated otherwise in Your Schedule the applicable Excess to this Part A - Home Property Section is \$500.

#### Additional benefits (applying to Part A of section 1)

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 and 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. Additional costs of temporary accommodation - Home Building

Where:

- a) the Home Building You live in is damaged to such an extent that You cannot live in it during the Period of Insurance; and
- b) You temporarily take accommodation at another address,

**We** will pay for temporary accommodation for the period which is reasonably necessary to make the **Home Building** liveable, 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 occurred, taking into account the condition of **Your Building** at that time.

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.

But We will not pay costs of temporary accommodation if You have insured Your Home Buildings with Us and We have agreed to pay Your claim for rental costs under the Additional Benefit 17 – Rental costs for temporary accommodation – Home Buildings.

#### 2. Home Contents temporarily removed from the Address

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

	r Accidental Damage		
Co	vered	No	t covered
We	cover Your contents anywhere:	Но	me Contents removed from Your Farm for longer
a) b)	in Australia or New Zealand while <b>You</b> have temporarily removed them from the <b>Address</b> ; and in the rest of the world while <b>You</b> have temporarily	You	n 100 consecutive days in any one <b>Period of Insurance</b> . u <b>r</b> contents if <b>You</b> have permanently removed the contents m <b>Your Home Building</b> , other than:
The a)	removed them from the <b>Address</b> . e maximum <b>We</b> will pay for items of: jewellery, gold or silver articles, furs watches;	a)	contents used by a student who is dependent on <b>You</b> for financial support, whilst contained in a school, college, tertiary education campus or a dwelling that is supervised by an educational institute; or
b) c)	collections of any kind; or mobile phones, portable electronic equipment (including such things as portable computers, PDAs, hearing aids);	b) Los	as provided under the <b>Additional Benefit 3 – Change of</b> <b>Address</b> . ss or damage to <b>Your</b> contents:
while they are temporarily removed from <b>Your Address</b> , is \$10,000 per item, and \$20,000 in total, unless <b>You</b> have specified them and they appear in <b>Your Schedule</b> under <b>Portable Effects</b> . Other items temporarily removed from the <b>Address</b> are subject to the limits described under Maximum amounts <b>We</b> will pay.		a)	in the open (including non-lockable structures) away from the <b>Address</b> , or in a <b>Vehicle</b> , caravan, tent, <b>Watercraft</b> or <b>Aircraft</b> ; or
		b) c)	where such contents are property used in connection with a profession, trade or business; or from <b>Theft</b> ; or
		d)	for any amount that exceeds any sub-limit as set out in the table under 'maximum amounts <b>We</b> will pay' for <b>Home</b> <b>Contents</b> (above); or
		e)	where such contents are portable electronic equipment (such as portable computers or mobile phones); or
		f)	that have been entrusted to someone else.

Under this additional benefit (for both Listed Events and Accidental Damage), we do not cover the following Home Contents:

- 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;

Under this additional benefit (for both Listed Events and Accidental Damage), 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**):

- a) canoes, kayaks, surfboards, surf skis and sailboards or other Watercraft;
- b) golf buggies and ride on mowers;
- c) Drones.

#### 3. Change of Address – Home Contents

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 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 - Home Contents

If **Your** debit, credit card or other financial transaction card is lost or stolen, and **You** suffer financial loss as a consequence of un-authorised 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 un-authorised 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.

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#### 5. Contents in transit to Your new residence - Home Contents

We cover Your contents if they are damaged when in a Vehicle being used to convey Your contents 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 contents are in transit by road to:

- a) Your new Home Buildings; or
- a storage facility at which Your contents or some of Your contents will be temporarily located pending conveyance to Your Home Building, within Australia.

We do not cover Your 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 - Home Buildings

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 cover denial of access due to the cancellation of a lease or any other agreement.

7. Emergency storage of Contents – Home Contents

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 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 also cover Your Home Contents while they are in storage.

We will not pay this benefit if Your Home Contents are stored:

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

#### 8. Fusion or burn out of electric motors – Home Buildings and Home Contents

**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;
- b) the cost of removing or reinstalling:
  - (i) underground or submersible pump motors above 1.86 kW (2.5 hp),
  - (ii) multi-stage and bore hole pumps;
- c) the cost of repair or replacement of rectifiers and transformers;
- d) 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 – Home Buildings and Home Contents

If **You** make a claim during the **Period of Insurance**, the **Sum(s) Insured** for **Home Buildings** and/or **Home Contents** will be adjusted to keep pace with inflation and rising 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

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:

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

The maximum amount **We** will pay up to, in any one **Period of Insurance**, are:

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

# IMPORTANT POLICY INFORMATION FOR INFORMATION SUMMARY SOME POLICYHOLDERS

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GENERAL EXCLUSIONS

#### 11. Modifications to Your Home Building

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:

- a) Your permanent Paraplegia or Quadriplegia is a direct result of loss or damage to Your Home Buildings by an event covered by this Policy; and
- b) You occupy the relevant Home Building as Your principal place of residence.

The maximum amount **We** will pay for the cost of modifying **Your Home Building** in relation to **Your** permanent **Paraplegia** or **Quadriplegia** incident regardless of the number of **Home Buildings** or **Home Contents** policies held with **Us** will be as follows:

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

This benefit covering costs of modifying **Your Home Building** is in addition to the **Sum Insured**.

#### 12. Perishable food - Home Contents

If **Your Home Contents** are listed on **Your Schedule**, **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:

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

If **You** have selected **Accidental Damage** cover for **Your** contents, **We** will also pay up to \$2,000 under this benefit for the accidental disconnection or switching off of the power supply to the refrigerator or freezer.

We will not pay for spoilage caused by:

- a) the power authority switching off the electricity supply, for any purpose other than as a safety precaution;
- b) 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
- c) strikes or industrial action.

#### 13. Power Surge - Home Contents

We will cover You against loss or damage caused by power surge to domestic appliances or domestic equipment 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:

- a) from a power surge originating at the **Address**; or
- b) to domestic appliances more than 15 years from the date of purchase when new.

#### 14. Professional fees – Home Building

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 – Home Buildings and Home Contents

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 – Home Buildings or Home Contents

We will pay the reasonable and necessary costs of:

- a) demolishing and removing and disposing of any building debris from **Your Address**; and
- b) architects, surveyors, engineers and legal fees,

where **Your Home Building** or **Your Home Contents** that **We** have agreed to cover, have been destroyed by an event covered under this **Policy**.

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Theft

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 a) became unsafe as a direct result of the Storm event insured under this Policy causing damage to the tree; and
- b) the damaged trees are 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:

- all necessary approval from a local a) 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
- not removing the stump would interfere with b) repairing or replacing the damaged part of Your Home Building required to settle Your claim

Any payment **We** make under this 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. Rental Costs for temporary accommodation - Home Buildings

We will pay the rental costs for You or Your tenant who cannot live in Your Home Building as a result of an event insured under this Policy. We will pay the rental costs for:

- the length of time which is necessary to a) reinstate Your Home Building; or
- up to a maximum period of 12 months, b) whichever period of time is the lesser.

If You currently reside in the Home Building, the amount We will pay will be based on the Home Building's rentable value at the time immediately prior to the damage occurred, taking into account the condition of Your Home Building at that time.

The maximum amount We will pay You is 15% of the Sum Insured on the Home Building.

#### 18. Reinstatement of Sum Insured (Partial Losses) -Home Buildings

Where the payment of a claim under this Policy reduces the Sum Insured, We will automatically reinstate the Sum Insured from the date of the loss or damage.

We will not reinstate the Sum Insured nor refund any Premium where the claim is for a Total Loss of Your Home Building and Your unspecified Home Contents.

#### 19. Students' property in boarding school dormitory or university/college residential hall - Home Contents

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. Cover will not be available for:

- a) loss of money, cheques and other negotiable instruments; or
- loss or damage caused by Theft, unless b) 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 - Home Buildings and Home Contents

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:

- any audit that relates to criminal activity; a)
- fees for work performed outside the b) 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.
- fees incurred as a result of any fraudulent act e) 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%;

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- 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 and 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 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 You for loss or damage to Your Domestic Solar Panel from Listed Events.

Provided a claim for a **Domestic Solar Panel** that attaches to **Your Home Building** and has been specified on **Your Schedule** under this benefit is accepted, **We** will pay for loss or damage to a **Domestic Solar Panel** caused by a **Listed Event** under Section 1 Home Property. **We** will pay up to the **Sum Insured** for the specified **Domestic Solar Panel** listed on **Your Schedule**. 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;
  - 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;
  - Liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency.
- c) Sonic Bang;
  - Loss or damage directly caused by the pressure waves of Aircraft or other aerial devices travelling at sonic or supersonic speeds.
  - ) Non compliance with industry accreditation:
    - Any products and installation by individuals or businesses who aren't accredited or approved by the Clean Energy Council (<u>https://www.</u> cleanenergycouncil.org.au/).

FARMSTYLE INSURANCE PRODU

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#### Part B - Portable effects

Part B cover is optional and only available if **You** have taken out cover under **Part A – Home Buildings and Home Contents**. 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; or
- b) for up to 90 days in any one **Period of Insurance**, if **You** have **Accidental Damage** cover.

#### Unspecified Portable Effects

The **Unspecified Portable Effects** option is only selectable if **You** selected **Listed Events** under Part A – Home and Contents.

Unspecified Portable Effects are automatically insured by the Additional Benefit 2 – Home Contents temporarily removed from the Address if You have selected Accidental Damage cover for Home Contents under Part A.

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** and require cover for valuables while they are temporarily removed from the **Address**, and those valuables 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, the 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 sublimits 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.

#### 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:
  - 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);

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- (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 the 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
  - any exterior part of Your Home Buildings; or
  - 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:

- sporting equipment (including hang gliders) while in use or play;
- bicycles while they are being used for any competition or contest including racing, pacemaking 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.
- 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.

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# ORTANT

#### How **We** will pay **Your** claim under Section 1 – Part B (**Portable Effects**)

Having regard to both **Our** and **Your** interests, **We** will either:

- a) repair or replace the **Portable Effects** to the same condition as when new; or
- b) pay You the reasonable costs of repairing or replacing the Portable Effects to the same condition as when they were new; or
- c) 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 new than that item. 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 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:

- a) 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
- b) 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.

If **We** agree to pay a claim where legally acquired software is lost, damaged or destroyed, **We** will pay the cost to **You** when acquired as new to replace it with the nearest equivalent new software.

#### 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:

- a) We will not pay for loss or damage to:
  - (i) bicycles, unless **You** have insured them as **Specified Portable Effects**;
  - (ii) items being cleaned, repaired, restored, or on exhibition away from the Address of Your Home Buildings;
  - (iii) cash, negotiables or financial transaction cards, unset precious or semi-precious stones;
  - (iv) Vehicles (including Motor Cycles and motor scooters), Aircraft, aerial devices, Watercraft or anything associated with these items;
  - (v) property used in connection with a profession, trade or business, or otherwise for reward;
- b) Under the Accidental Damage cover type We will not pay for:
  - loss or damage which results if You fail to take reasonable steps after discovery of liquid bursting, leaking, discharging or overflowing from a fixed domestic appliance or system;
  - loss or damage caused by Your tenants, or any person that normally resides with them, unless it is covered by Listed Events cover;
  - (iii) the cost of repairing or replacing any defective item that causes the escape of liquid from a fixed domestic appliance, where You were aware or ought to have been aware of the defect, or a reasonable person in the circumstances would have known, at the time of the commencement of this Policy;

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- (iv) power surge, except as covered by the Listed Event 'Power Surge';
- (v) Landslide, erosion or earth movement, Subsidence except where it is covered by Listed Event 'Erosion, Subsidence, Landslide or earth movement';
- (vi) more than \$5,000 for Theft of items in the Open Air per Occurrence;
- (vii) or loss of money unless stolen from **Your** Home Building;
- (viii) loss or damage caused by:
  - i. Storm, Rainwater or Run-Off to:
    - a. shade cloth, material awnings, shade sails;
    - b. netting, shade structures, all types of hothouses or glasshouses; or
    - c. swimming pool and spa covers and linings.
- c) Theft by You or:
  - (i) Theft by anyone visiting with the consent You or anyone living at the Address;
  - (ii) **Theft** from any common areas of residential flats, home units or townhouses.

#### 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 **Unoccupied**.

If **You** do not do so, cover for **Home Building** and **Home Contents** cover is limited to lightning, thunderbolt, riot and civil commotion, **Tsunami**, 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 the **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.

Unless stated otherwise in **Your Schedule** the applicable **Excess** for Part B in this **Home Property Section** is \$500.

If **You** are paid for one **Occurrence** and also receive an **Additional Benefit** under any section, 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				
Contents in Open Air	means Home Contents located in the Open Air.			
Domestic Solar Panel	means:			
	<ul> <li>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;</li> </ul>			
	<ul> <li>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.</li> </ul>			
Listed Event	means the events listed in Section 1. Home – Listed Events which <b>We</b> will cover <b>You</b> against, subject to the <b>Policy</b> conditions and exclusions.			
Open Air	means anywhere at Your Farm other than:			
	a) inside a lockable structure; or			
	<li>b) inside, or on, any motor Vehicle or caravan which is located in a secure and locked structure.</li>			
	For the avoidance of doubt, a motor vehicle or caravan located in an enclosed, locked structure is not in the <b>Open Air</b> .			
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 legs and the permanent loss of use of part of or whole of the lower half of the body having lasted 12 consecutive months and at the expiry of that period is beyond hope of improvement.			
Portable Effects	means items of personal property which are designed to be worn or carried by a person including:			
	<ul> <li>a) luggage, mobile phones, portable computers, hearing aids, contact lenses, and prescription glasses and sunglasses;</li> </ul>			
	b) jewellery, gold or silver objects, watches;			
	c) sporting equipment, camping equipment, back packs, sleeping bags;			
	<ul> <li>photographic/video equipment, musical equipment, battery operated sound equipment;</li> </ul>			
	e) binoculars, clothing, wheel chairs, 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 <b>Your Home Building</b> .			
Specified Contents	mean items of distinct value that <b>You</b> have individually listed as specified items and that are listed in <b>Your Schedule</b> under specified contents.			
Specified Portable Effects	means <b>Portable Effects</b> that are individually specified in <b>Your Schedule</b> , under <b>Specified Portable Effects</b> , along with their respective values.			
Unspecified Portable Effects	mean Portable Effects that are not individually specified in Your Schedule.			

IMPORTANT INFORMATION

Theft

Public & Products GENERAL Liability EXCLUSIONS

## Section 2 – Farm Property

This part 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**. Unless shown otherwise on **Your Schedule**, the following table summarises the cover type and basis of settlement for **Farm Property**. A tick in two adjacent columns means that either option could apply to cover type and basis of settlement respectively.

	Cover typ	oe (per farm)	Basis of settlement		
	Listed Events	Accidental Damage	Indemnity Value	Reinstate / Replace	
Farm Property:					
Livestock	$\checkmark$	×	$\checkmark$	×	
Solar Panels	$\checkmark$	×	$\checkmark$	×	
Trellis Equipment	$\checkmark$	×	$\checkmark$	×	
Greenhouse	$\checkmark$	×	$\checkmark$	×	
Fabric Shelter	$\checkmark$	×	$\checkmark$	×	
Fencing	$\checkmark$	×	×	$\checkmark$	
Нау	$\checkmark$	$\checkmark$	$\checkmark$	×	
Farm Produce	$\checkmark$	×	$\checkmark$	×	
Farm Building	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	
Farm Contents	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	
Farm Infrastructure + Improvements	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	
Windmills, Pumps and Irrigation Equipment	$\checkmark$	×	$\checkmark$	×	

### 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
- I) 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, **Listed Events** are the occurrences in the left column but specifically do not include the occurrences in the right column:

For Listed Events				
Covered against	Not covered against			
<ul> <li>Bursting, leaking, discharging or overflowing of liquid from a fixed apparatus or system. We will also pay for:</li> <li>a) 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</li> </ul>	Loss or damage which occurs as a result of <b>Your</b> failure to repair or prevent the burst, leak, discharge or overflow of liquid within a reasonable amount of time of discovering the occurrence. The cost of repairing or replacing the defective item from which the liquid escaped.			
<ul> <li>insured.</li> <li>b) 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.</li> </ul>				
Deliberate or intentional acts (other than vandalism or Theft) committed by someone other than <b>You, Your</b>	Deliberate or intentional acts omissions by <b>You</b> or anyone acting with <b>Your</b> express or implied consent.			
<b>Employees</b> or someone acting with <b>Your</b> express or implied consent	Deliberate or intentional acts of <b>Your</b> tenant or damage resulting from any act of vandalism or <b>Theft</b> .			
Earthquake, Tsunami, subterranean fire or volcanic eruption				

GENERAL EXCLUSIONS

<ul> <li>b) an animal;</li> <li>b) domestic animals owned by You;</li> <li>(ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or looping of trees;</li> <li>(iii) unless You have obtained approval from a local government council or other authority where required, to fell or lop the trees;</li> <li>b) an animal;</li> <li>b) domestic animals owned by You, or Livestock impacting other Livestock or animals.</li> <li>c) a Vehicle, Aircraft, Drone or boat;</li> <li>d) space debris or debris from an Aircraft, rocket or satellite or Drone;</li> <li>e) a falling windmill, mast, aerial, antenna or satellite dish that has broken or collapsed.</li> <li>a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i>.</li> <li>b) a falling windmill treeff.</li> <li>Malicious damage</li> <li>We will not pay for loss or damage to: a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i>.</li> <li>b) a falling windmill treeff.</li> <li>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.</li> <li>Landslide or Subsidence</li> <li>If You have farm Building cover shown in Your Subsidence fithe damage occurs who is a Resident.</li> <li>Damage to Your Farm Building caused directly by Landslide, mudslide, earth movement or Subsidence fithe damage occurs who is a Resident.</li> <li>a) Storm, Rainwater or Run-off;</li> <li>b) Earthquake or Tsunami; or</li> <li>c) explosion.</li> <li>Riot, civil commotion, industrial or political disturbance</li> <li>we will cover loss or damage to you for the side of the damage caused by:</li> <li>a) strikers or locked out workers;</li> </ul>	c)	any unlawful authority in connection with (a) and (b).				
Fire or smoke       Loss or damage by fire caused by the Farm Property's own apointaneous combustion, fermentation or by heating or process of heating except in respect of Hay or Farm Produce.         Lightning or thunderboit       Explosion         We will not provide cover for destruction or damage to bollers, pressure whicles or economisers which explode.         Impact by:       a) a failing tree or part of a tree;         a) a failing tree or part of a tree;       We will not pay for loss or damage caused by:         a) a failing tree or part of a tree;       (i) by You;         (ii) unless performed by a licensed professional;       (iv) unless performed by a licensed professional;         (iv) unless performed by a licensed professional;       (iv) unless performed by a licensed professional;         (iv) appendent and markaterial, antenna or satellite of or the equired, it of line or point of or the sating or process or the satellite of Drone;       (iv) unless the or animals owned by You, or Livestock impacting other Livestock or animals.         (iii) appee debris or debris from an Aircraft, rocket or satellite of Drone;       (iv) downer anyone and is a Resident.         (iii) appee debris or debris from an Aircraft, rocket or satellite or Subsidence       Me will not pay for loss or damage to:         (iii) that has broken or collapsed.       Damage caused by You, Your tenants, Your Employees, the invitees of You, or anyone who is a Resident.         Landelide or Subsidence fit You have a fit be damage occur.       (i) a trangue tor is Subisithe fit be dama	b)					
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Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;         a) a falling tree or part of a tree;       We will not pay for loss or damage caused by: a felling or lopping of trees;         (i) by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (b) an animat;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.         (c) a Vehicle Aircraft Drone or boat;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.         (c) a Vehicle Aircraft Drone or collapsed.       We will not pay for loss or damage to:         (a) a failing windmill, mast, aerial, antenna or satellite of Drone;       We will not pay for loss or damage to:         (c) a Vehicle Aircraft, Drone or boat;       b) a failing windmill, mast, aerial, antenna or satellite to Torne;         (b) domestic animals owned by You, or Livestock impacting or satellite or Subsidence       We will not pay for loss or damage to:         (i) that that has broken or collapsed.       Damage caused by You, Your trenants, Your Employees, the invitese of You, or anyone who is a Resident. <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
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Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;         a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;         (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (iii) unless You have obtained approval from a local government council or other authority where required, to fell or lop the trees;         (b) an animal;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.         (c) a Vehicle, Aircraft, Drone or boat;       (a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i> .         (c) a Vehicle, Aircraft, Drone or sotat;       (b) a falling windmill mast, aerial, antenna or satellite dish <i>itself</i> .         (b) a falling windmill, mast, aerial, antenna or satellite dish <i>itself</i> .       (b) a falling windmill <i>itself</i> .         (c) a Vehicle or Subsidence       Damage caused by You, You repress or implied covers or damage to:         (a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i> .       (b) a falling windmill <i>itself</i> .		•			-	
Fire or smoke       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.         Lightning or thunderbolt       Explosion       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:       a) felling or lopping of trees at the Address:         (i)       by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;       (ii) unless performed by a licensed professional;         (b)       an animal;       b)       domestic animals owned by You, or Livestock impacting or the collapce debris or debris from an Aircraft, rocket or satellite or Drone;       b)       domestic animals owned to You, or Livestock impacting other Livestock or animals.         (c)       a falling windmill, mast, aerial, antenna or satellite dish <i>itself.</i> b) a falling windmill mast, aerial, antenna or satellite dish <i>itself.</i> (c)       a falling windmill, mast, aerial, antenna or satellite dish <i>itself.</i> b) a falling windmill itself.         (b)       a falling windmill, mast, aerial, antenna or satellite dish <i>itself.</i> b) a falling windmill itself.         (c)       a falling windmill (mast, aerial, antenna or satellite dish <i>itself.</i> b) a falling windmill itself.         (c)       <		<b>3</b>				
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         b) an animal;       (b) domestic animals owned by You, or Livestock impacting other Livestock or animals.         c) a Vehicle, Aircraft, Drone or boat;       yspace debris or debris from an Aircraft, rocket or satellite or Drone;         e) a falling windmill, mast, aerial, antenna or satellite dish that has broken or collapsed.       We will not pay for loss or damage to:         a) a falling windmill, mast, aerial, antenna or satellite dish thas broken or collapsed.       We will not pay for loss or damage to:         b) a falling windmill, mast, aerial, antenna or satellite dish tiself.       b) a falling windmill inself.         Malicious damage       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.         Landslide or Subsidence       Damage to Your Farm Building caused directly by Landslide,	Sch	edule, We will cover loss or damage to Your Farm	72 ł	nours	after	
Fire or smoke       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.         Lightning or thunderbolt       Explosion       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:       a) a falling tree or part of a tree;       (i) by You;         (ii)       when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;       (ii) unless performed by a licensed professional;         (iv)       when You have obtained approval from a local government council or other authority where required, to fell or lop the trees;         b)       an animal;       b)       domestic animals owned by You, or Livestock impacting other Livestock or animals.         c)       a Yehicle, Aircraft, Drone or boat;       a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i> .         b)       an animal;       b)       domestic animals owned by You, or Livestock impacting other Livestock or animals.         c)       a Yehicle, Aircraft, Drone or boat;       a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i> .         b)       a falling windmill, mast, aerial, antenna or satellite.       a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i> .         b)       a fa						
Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;         (i)       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (ii) by You;         (iii)       (iii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (iii)       unless You have obtained approval from a local government council or other authority where required, to fell or lop the trees;         (b)       an animal;         (c)       a Vehicle, Aircraft, Drone or boat;         (d)       space debris or debris from an Aircraft, rocket or satellite or Drone;         e)       a falling windmill, mast, aerial, antenna or satellite dish itself.         (b)       a falling windmill itself.	Ма	icious damage	invi	tees c	of You, or anyone acting with Your express or implied	
Fire or smoke       Loss or damage by fre 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.         Lightning or thunderbolt       Explosion         We will pay for loss or damage caused by an explosion.       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (iii) unless performed by a licensed professional;       (iv) unless You have obtened that You will not hold any person responsible for damage resulting from a local government council or other authority where required, to fell or lop the trees;         b) an animal;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.         c) a Vehicle, Aircraft, Drone or boat;       yspace debris form an Aircraft, rocket or satellite or Drone;         e) a falling windmill, mast, aerial, antenna or satellite       We will not pay for loss or damage to: a) the collapsed mast, aerial, antenna or satellite dish <i>itself</i> .			,			
Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will pay for loss or damage caused by an explosion.       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (ii) when You have obtained approval from a local government council or other authority where required, to fell or lop the trees;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.         c) a Vehicle, Aircraft, Drone or boat;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.         c) a Vehicle, Aircraft, Drone or boat;       We will not pay for loss or damage to:         (a) space debris or debris from an Aircraft, rocket or satellite       We will not pay for loss or damage to:		uish that has broken of collapsed.			-	
Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will pay for loss or damage caused by an explosion.       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (ii) will ness Performed by a licensed professional;       (iv) unless You have obtained approval from a local government council or other authority where required, to fell or lop the trees;         (b) an animal;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.						
Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;         a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;         (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (iii) unless You have obtained approval from a local government council or other authority where required, to fell or lop the trees;         b) an animal;       b) domestic animals owned by You, or Livestock impacting other Livestock or animals.	d)	space debris or debris from an Aircraft, rocket or				
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) by You;         (iii) unless performed by a licensed professional;       (iv) unless performed by a licensed professional;         (iv) unless You have obtained approval from a local government council or other authority where required, to fell or lop the trees;       b) domestic animals owned by You, or Livestock impacting	c)	a Vahiela Aircraft Drone or boot				
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       We will not pay for loss or damage caused by an explosion.         a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;         (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (iii) unless performed by a licensed professional;         (iv) unless You have obtained approval from a local government council or other authority where required,	b)	an animal;	b)			
Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will pay for loss or damage caused by an explosion.       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;         (iii) unless performed by a licensed professional;       (iii) unless performed by a licensed professional;				. ,	government council or other authority where required, to fell or lop the trees;	
Fire or smoke       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.         Lightning or thunderbolt       Explosion         We will pay for loss or damage caused by an explosion.       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) by You;         (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or lopping of trees;				• • •		
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       a) a falling tree or part of a tree;       We will not pay for loss or damage caused by:         a) a falling tree or part of a tree;       (i) by You;       (ii) when You have agreed that You will not hold any person responsible for damage resulting from the felling or				(iiii)		
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       We will not pay for loss or damage caused by:         a)       a falling tree or part of a tree;         a)       b)					when <b>You</b> have agreed that <b>You</b> will not hold any person responsible for damage resulting from the felling or	
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.         Impact by:       We will not pay for loss or damage caused by:			,			
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers, pressure vehicles or economisers which explode.	lmp a)	-				
Fire or smoke       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.         Lightning or thunderbolt       We will not provide cover for destruction or damage to boilers,	We	will pay for loss or damage caused by an explosion.	pres	ssure	vehicles or economisers which explode.	
Fire or smoke Loss or damage by fire caused by the <b>Farm Property</b> 's own spontaneous combustion, fermentation or by heating or process of heating except in respect of <b>Hay</b> or <b>Farm Produce</b> .	Exp	losion				
Fire or smoke Loss or damage by fire caused by the <b>Farm Property</b> 's own spontaneous combustion, fermentation or by heating or process	Lig	ntning or thunderbolt				
Covered against Not covered against	Fire	or smoke	spo	ntane	ous combustion, fermentation or by heating or process	
	00	vered against	Not	cove	ered against	

Covered against	Not covered against			
Storm, Rainwater or Run-off	Damage caused by or arising out of:			
	a) <b>Flood</b> ;			
	b) Flood water combined with Run-off and/or Rainwater;			
	c) steam or condensation;			
	d) water seeping or percolating from outside the premises;			
	<ul> <li>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;</li> </ul>			
	f) any action of the sea, high Water or tidal wave; or			
	g) Storm Surge.			
	<ul> <li>g) Storm Surge.</li> <li>Damage to:</li> <li>a) Hay or Farm Produce unless it is contained in an Enclosed Building or a Sealed Silage Structure and the damage</li> </ul>			
	<ul> <li>b) Fabric Shelters or netting, , textile awnings, blinds or signs,</li> <li>Greenhouses, wind turbines;</li> </ul>			
	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);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;			
	<ul> <li>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;</li> </ul>			
	<ul> <li>Farm Contents unless it is contained in an Enclosed Building, or designed to function without the protection of walls and a roof;</li> </ul>			
	f) Farm Property located in a watercourse; or			
	g) growing crops or plants.			
	An <b>Excess</b> of \$1,000 applies to loss or damage caused by <b>Storm</b> , <b>Rainwater</b> or <b>Run-off</b> to <b>Solar Panels</b> .			

5. Choice of Covers - Farm Buildings, Farm Contents, Hay and Farm Infrastructure & Improvements For Farm Buildings, Farm Contents, Hay and Farm Infrastructure & Improvements, You have a choice of Listed Events or Accidental Damage cover types. Your Schedule will show which You have selected.

The maximum amount We will pay for each cover type is the Sum Insured shown in Your Schedule.

Theft

Property

Farm

Motor Vehicles

Theft

Your claim will be settled in one of two ways:

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

Your Schedule will show which settlement basis applies.

Regardless of the settlement basis, **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.

# Farm Buildings, Farm Contents, Farm Infrastructure and Improvements

#### **Reinstatement and replacement value**

For Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, if Your Schedule shows that reinstatement or replacement cover applies, having regard to both Our and Your interests, We will pay You either:

- a) the cost of repairing, rebuilding or replacing any damaged part(s) to the same condition as when they were new; or
- b) an amount up to the Sum Insured specified.

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 part of the 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 method 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 at the time the claim was approved.

#### **Indemnity Value**

For Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, if Your Schedule shows that Indemnity Value cover applies, having regard to both Our and Your interests) We will pay You either:

- a) the Indemnity Value of the Farm Buildings, Farm Contents, Farm Infrastructure and Improvements; or
- b) the cost of rebuilding, replacing or repairing any damaged part of the Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, to the same or substantially the same condition it was in at the time the loss or damage occurred,

up to, but not exceeding, the amount shown in **Your Schedule** in respect of the particular **Farm Buildings**, **Farm Contents, Farm Infrastructure and Improvements** that has been lost or damaged.

#### Livestock, Hay or Farm Produce

Where Your claim is for Hay or Farm Produce, having regard to both Our and Your interests) We will either:

- a) pay You 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
- b) pay **You** an amount up to the **Sum Insured** specified for **Hay** or **Farm Produce**.

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 <b>Excess</b>	\$20,000				

\* This value used purely illustration purposes. The actual value is irrelevant for claim calculation purposes since underinsurance does not apply.

Unless stated otherwise in **Your Schedule** the maximum We will pay for any one animal, is the lesser of **Market** Value Of Livestock and the values below:

- \$2,500 for Small Stock (Sheep, Goats, Pigs, Ostriches/Emus)
- \$200 for Domesticated Poultry (other than Ostriches/Emus)
- \$5,000 for Large Stock (Cattle and Buffalo, Horses, Camels, Deer, Donkeys and Alpacas/Llamas)

Public & Products Liability

# IMPORTANT INFORMATION POLICY SUMMARY INFORMATION FOR SOME POLICYHOLDERS

Property

Farm

Motor Vehicles

Theft

Public & Products Liability

GENERAL EXCLUSIONS

#### Fencing

Where Your claim is for Fencing, having regard to both Our and Your interests, We will either:

- repair or rebuild the damaged part(s) to the same a) condition as when they were new;
- pay You the reasonable cost of repairing or b) 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 c) 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 fences destroyed by fire, but We will not pay for the relocation of any undamaged portion of the fence, or any more than would have been payable had the fence 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)

#### **Indemnity Value**

For all other Farm Property when You suffer loss or damage as a result of a Listed Event happening at or on Your Farm during the Period of Insurance, having regard to both Our and Your interests) We will pay You either:

- the Indemnity Value of the Farm Property; or a)
- b) the cost of rebuilding, replacing or repairing any damaged part of Farm Property to the same or substantially the same condition it was in at the time the loss or damage occurred,

up to, but not exceeding, the amount shown in Your Schedule in respect of the particular type of Farm Property that has been lost or damaged.

#### Cover ceases after Total Loss

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

You may request Us in writing to cover any replacement, new or additional items, and We will advise if We will do so and on what terms. Any new cover will commence once You accept Our new terms and pay or agree to Us the required **Premium**.

#### **Excess**

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

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, no Excess will apply to that Additional Benefit.

Unless stated otherwise in Your Schedule the applicable Excess in the Farm Property Section is \$500 per claim. 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 standard Excess of \$500 for Section 2, Farm Property.

#### Additional benefits (applying to Section 2)

The Additional Benefits provided are in addition to the Sum Insured for Farm Property unless otherwise specified.

#### 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 of the benefit, You must pay any additional Premium that is calculated pro rata by Us which represents the Premium amount that would have been payable to cover the alterations, additions or new Farm Building from the date of their completion.

#### 2. Farm Produce and Hay in transit

We will also provide cover for loss 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 Farm Contents and it is shown in Your Schedule

Home Property

Property

Farm

Motor Vehicles

Theft

Public & Products Liability

GENERAL EXCLUSIONS

#### We will not pay:

- a) if the Vehicle carrying the Hay or Farm Produce is not owned by You; or
- b) if the Vehicle carrying the Hay or Farm
   Produce 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 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 older than 7 years from date of purchase, 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;
- 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** will pay under this 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 included in 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 9:

- a) does not extend to Fencing; and
- b) is subject to the condition that **Our** total liability under the **Farm Property** section 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 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 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**.

YOUR POLICY

Home Property

Farm Property

Motor Vehicles

Theft

Public & Products Liability

GENERAL EXCLUSIONS

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 destroyed beyond repair by 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:

**Exclusions applicable for Accidental Damage cover** 1.

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:

- Damage or loss caused by: a)
  - (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 (other than Storm, Rainwater or Run-off);
- (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.

PRODUCT DISCLOSURE STATEMENT

FARMSTYLE INSURANCE

YOUR POLICY

Home Property

Property

Farm

Motor Vehicles

Theft

Public & Products Liability

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:

- 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:

- 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 (other than Storm, Rainwater or Run-off).

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 wind;
- b) Earthquake, subterranean fire or volcanic eruption;
- c) explosion; or
- d) Tsunami.

### 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**.

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### 3. Rebuild in other locations

**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 part of the **Farm Building** at its original location.

### 4. Commence rebuild within 6 months

If Farm **Property** is lost or damaged **You** must commence to rebuild, replace or repair within six (6) months of the damage. If **You** do not, **We** will pay **Your** claim in accordance with the **Indemnity Value** method of settlement, unless **We** have agreed in writing to extend the period.

### 5. Excess

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

If there is a claim for loss or damage under this Section 2 and Section 1 - 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 2 and **You** also receive an **Additional Benefit**, no **Excess** will apply to that **Additional Benefit**.

Unless stated otherwise in Your Schedule the applicable Excess in this Section 2 - Farm Property Section is \$500.

### **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
	<ul> <li>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.</li> </ul>
Enclosed Farm Building	means an Enclosed Building which is a Farm Building.
Fabric Shelter	means any structure on <b>Your Farm</b> that is used in the ordinary course of carrying on <b>Your Farming Business</b> and which:
	<ul> <li>a) contains overhead fabric or waterproof membranes for shade and/or a protected weather environment; or</li> </ul>
	<li>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</li>
	c) is the specific container for a portable <b>Fabric Shelter</b> .

Word(s)	Meaning	
Farm Building	Farm Building means any shed or building listed in Your Schedule including:	
-	<ul> <li>a) fixtures and fittings for which You are legally liable under the terms of a rental or leasing contract;</li> </ul>	
	b) fixed water or fuel tanks;	
	c) stock yards;	
	<ul> <li>fixed services of water, sewerage, gas, electricity, telephones, radio receiving equipment owned by You, or for which You are responsible;</li> </ul>	
	e) grain or feed silos including fixed elevators forming part of such silos	
	f) fencing that is attached directly to or forms part of the items listed above provided it is used in the normal conduct of <b>Your Farming Business</b> . However, <b>Farm Building</b> does not include any other fencing that falls within the definition of <b>Fencing</b> in <b>Section 2</b> .	
	Farm Building does not include:	
	a) Home Buildings, Farm Contents or Portable Effects;	
	<li>b) the parts of property undergoing erection, construction, alteration, where the total cost exceeds \$50,000;</li>	
	<ul> <li>pontoons or fixed structures of any type (whether floating or not) that extend fully or partially; into the sea, rivers or dams;</li> </ul>	
	d) silo bags, Solar Panels, Trellis Equipment, Fabric Shelters or Greenhouses.	
	e) roads, driveways & pathways (of any kind);	
	f) fences and gates (of any kind).	
Farm Contents	means the property that <b>You</b> own or for which <b>You</b> are responsible, contained within an <b>Enclosed Farm Building</b> , or which is designed to operate in the open air, and which is used in the ordinary course of carrying out <b>Your Farming Business</b> including:	
	<ul> <li>farm tools and equipment, Fencing materials (but not Fencing itself) and accessories, portable electrical fencing; and</li> </ul>	
	<ul> <li>silo bags, silage tarps, fertilisers, fuels and oil supplies, farm chemicals, livestock feed and similar farm inputs.</li> </ul>	
	Farm Contents does not include:	
	a) Farm Buildings or Home Contents;	
	b) Livestock;	
	c) Trellis Equipment;	
	d) <b>Hay</b> ;	
	e) Farm Produce;	
	f) Fencing;	
	g) Solar Panels;	
	<ul> <li>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;</li> </ul>	
	i) Windmills, Pumps and Irrigation Equipment;	
	j) Farm Infrastructure and Improvements;	
	<ul> <li>k) caravans, trailers, boats, Aircraft, Drones or any of their accessories, equipment and/or spare parts;</li> </ul>	
	<ul> <li>shrubs, plants or growing crops, land or water, soil, mulch, sand, gravel, bark or mulch; or</li> </ul>	
	m) domestic household contents of any kind or contents insured under Section 1.	

Word(s)	Meaning	
Farm Infrastructure and Improvements	means the following items used in the day-to-day operation of <b>Your Farm Business</b> which are shown in <b>Your Schedule</b> and which are owned by <b>You</b> or for which <b>You</b> are responsible:	
	<ul> <li>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;</li> </ul>	
	<ul> <li>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;</li> </ul>	
	<ul> <li>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;</li> </ul>	
	<ul> <li>d) miscellaneous above-ground structures not elsewhere defined or referred to in this <b>Policy</b>;</li> </ul>	
	<ul> <li>e) sealed roads, sealed paths and sealed driveways up to the Sum Insured shown on Your Schedule; or</li> </ul>	
	f) Solar Panels up to the Sum Insured shown on Your Schedule.	
Farm Infrastructure and	Farm Infrastructure and Improvements does not include:	
Improvements (Cont.)	a) dams or earth irrigation canals, plants of any description;	
(Cont.)	<ul> <li>b) any type of path, road or driveway unless it is sealed and you have a selected a Sum Insured on Your Policy;</li> </ul>	
	c) Farm Buildings;	
	d) Farm Contents;	
	e) Fencing; f) Fabric Shelters;	
	g) Greenhouses;	
	h) Trellis Equipment;	
	i) Hay;	
	j) Farm Produce;	
	k) Livestock; or	
	I) Windmills, Pumps and Irrigation Equipment	
	as defined in this Section.	
Farm Produce	means:	
	<ul> <li>a) grain harvested from any of feed or food crops whilst stored in an Enclosed Farm Building, silo or other storage system after harvesting;</li> </ul>	
	<li>b) silage of compacted, fermented, high-moisture grass fodder whilst stored in conventional anaerobic conditions;</li>	
	<li>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 Farm Building, silo or storage system;</li>	
	d) Wool;	
	at Your Farm in the ordinary course of Your Farming Business.	
	Farm Produce does not include Hay.	
Farm Property	means the following property which <b>You</b> own or for which <b>You</b> are responsible:	
· · · · · · · · · · · · · · · · · · ·	a) Farm Buildings;	
	b) Farm Contents;	
	c) Farm Infrastructure and Improvements;	
	d) Livestock;	
	e) <b>Hay</b> ;	
	f) Farm Produce;	
	g) Fabric Shelters;	
	h) <b>Fencing</b> ;	
	i) Greenhouses;	
	j) Trellis Equipment;	
	k) Solar Panels; and	
	I) Windmills, Pumps & Irrigation Equipment	
	which are used in the ordinary course of carrying out Your Farm Business.	

encing	Means all boundary fencing, all internal fencing (including home and pool fencing), shared fencing, gates and electric fencing (including transformers and energisers) that <b>You</b> own or for which <b>You</b> are responsible.
reenhouse	means all types of structures intended to provide a protected environment for growing crops, plants or trees, including but not limited to a:
	a) glasshouse;
	b) shade house;
	c) tunnel house;
	d) hot house; and
	e) shade structures.
у	means feed crop which has been baled, rolled, stacked which <b>You</b> own or for which <b>You</b> are responsible and which is listed in <b>Your Schedule</b> .
ted Events	has the meaning set out in this Section 2.
vestock	means all animals which <b>You</b> own or for which <b>You</b> are responsible and which are used in the day-to-day operation of <b>Your Farm Business</b> . Livestock does not include any domestic animals or pets (including working dogs), fish, crustaceans, oysters, or any other animals used in acquaculture farming. Unless stated otherwise in <b>Your Schedule</b> , the most <b>We</b> will pay for any one animal is the lesser of <b>Market Value of</b> <b>Livestock</b> and the values below:
	- \$2,500 for small stock (sheep, goats, pigs, ostriches/emus)
	- \$200 for domesticated poultry (other than ostriches/emus)
	<ul> <li>\$5,000 for large stock (cattle and buffalo, horses, camels, deer, donkeys and alpacas/lamas)</li> </ul>
sture	means grass or herbage used for the grazing of Livestock.
aled 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.
olar Panel	means a solar panel or photovoltaic array, its power inverter and any supporting battery system, that is:
	a) mounted on or affixed to a building; or
	<li>b) a free standing, ground based solar array not mounted on or affixed to a building,</li>
	<ul> <li>used in the day-to-day operation of Your Farm Business and/or for supplying energy to the mains power grid.</li> </ul>
ellis 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.
lindmill	means fixed equipment at <b>Your Farm</b> 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 <b>Your Farm Business</b> .
	Windmill does not mean a wind turbine producing electric energy.
ndmills, Pumps and Irrigation uipment	means pumps, pipes, <b>Windmills</b> , irrigation or spraying equipment that are used in the ordinary course of <b>Your Farm Business</b> .
Vool	means the shorn wool which <b>You</b> own or for which <b>You</b> are responsible, listed on <b>Your</b> <b>Schedule</b> and located anywhere in Australia.
	For the purpose of this definition <b>Wool</b> includes mohair shorn from angora goats.

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# 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 for each motor **Vehicle**.

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

Cover Option		(Your Vehicle)		( <b>Your</b> liability to others)
	Accidental Damage	Fire	Theft	Legal liability
1. Comprehensive Cover	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
2. Third Party Liability	×	×	×	$\checkmark$
3. Third Party, Fire & Theft	×	~	$\checkmark$	$\checkmark$

Where a heading of any clause below specifies:

- a) 'Private Motor', this means that section only applies where the usage of Your Vehicle specified in Your Schedule for Section 3 is 'Private Motor'.
- b) 'Farm Motor', this means that section only applies where the usage of Your Vehicle specified in Your Schedule for Section 3 is 'Farm Motor'.

### 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

Cover is available to **You** for accidental loss (including **Theft**) or damage to **Your Vehicle**. Having regard to both **Our** and **Your** interests) either:

- a) repair Your Vehicle; or
- b) pay the reasonable cost of repairing Your Vehicle; or
- c) pay the Vehicle Market Value when Your Schedule shows that Your Vehicle is insured for Vehicle Market Value; or
- d) pay the Sum Insured shown in Your Schedule,

whichever is the lesser.

Where Your Schedule shows that Your Vehicle is insured for a Vehicle Agreed Value, We will pay you the Vehicle Agreed Value.

**Your** claim payment will be adjusted in accordance with the GST provision shown under 'General conditions', '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**.

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

Cover is available for **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;
- b) a caravan, trailer or anything lawfully towed by **Your Vehicle**.

Cover is also available for 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 from Your use of Your Vehicle.

Cover is also available to **You** or a driver of **Your Vehicle** who is currently licensed and 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;
- c) the use of any tool or plant forming part of or attached to Your Vehicle which is stationary.

Cover is not available:

- a) when the loss or damage occurs to Your own property, Your spouse's or de facto's property or to property which is in Your possession, custody or control; or
- b) when Your legal liability is covered by any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering 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.

### No cover for legal liability after a Total Loss

Cover will cease on the date that **We** confirm **We** will pay **Your** claim for the **Total Loss** of **Your Vehicle**.

- 3. Replacement of new vehicle after a Total Loss (Private Motor OR Farm Motor (utility or van only)) If Your Vehicle:
  - a) was purchased new by You and becomes a Total Loss within two years of date of first registration; and

- b) You were the first registered owner; and
- c) has travelled less than 40,000 km on the date of 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.

Cover is available for on-road costs (including 12 months registration and compulsory third-party cover) of the new **Vehicle** if any refund amount obtained from **Your** registration and compulsory third-party insurance is paid to **Us**.

### 4. Third Party Liability - Personal Injury

Cover is available to **You** or a driver of **Your Vehicle** who is currently licensed and with **Your** consent, for personal injury or death arising out of the use of **Your Vehicle** which cannot be insured by:

- a) any compulsory liability insurance or statutory insurance scheme; and
- b) 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.

### No cover for legal liability after a Total Loss

Cover will cease on the date that **We** confirm **We** will pay **Your** Claim for the **Total Loss** of **Your Vehicle**.

### 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 \$20,000,000.

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# 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 or Farm Motor (utility or van 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 only 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.

Cover for a daily travel allowance of \$30 up until a rental or loan car is also available under this **Policy**.

### 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

Cover is available to **You** once only for legal liability, up to the maximum limit of \$20,000,000, 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

Cover is available for payment of 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
- 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** may pay the amount of 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 applicable **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**.

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### Specific options for Comprehensive Cover

These options are available only when **Your Vehicle** is stated as 'Private' Vehicle Usage on **Your Policy Schedule**. **Your Policy Schedule** will show which option(s) apply.

## 1. Removal of basic Excess for windscreen claims (Private Motor only)

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

This benefit only applies to:

- The first claim of each Vehicle benefiting from this option during any on 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 (Private Motor only)

For each **Motor Vehicle** undergoing repairs after being damaged in an accident that **Your Schedule** shows this benefit applies, **We** will:

- a) provide **You** with a rental or loan car; or
- b) if a rental or loan car is not available, pay You a daily travel allowance of \$30.

The rental or loan car will 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.

The maximum daily rental charge **We** will pay is \$75 and **We** will only agree to provide the rental or loan car benefit for the following periods (whichever happens first):

- a) a maximum rental period of 14 days; or
- b) until the repairs have been completed; or
- c) until **We** settle **Your** claim.

Cover is not available:

- a) where the rental car is not arranged by Us or consented to by Us;
- b) for the cost of fuel used while driving the loan car; or
- c) for any accidental loss or damage to the rental or loan car.

### **Option 2 – Third Party Liability**

Your Schedule will show if You have Third Party Liability cover.

### What are You covered for

# 1. Legal liability for damage to other people's property

Cover is available for **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:

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

Cover is also available for the legal liability for loss or damage to someone else's property of:

- any person with Your permission who was driving, using or in charge of Your Vehicle;
- 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.

Cover is not available under this sub-section 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
- 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) when Your Vehicle is being used as a Tool of Trade;
- arising from Your Vehicle which is not registered for use on public roadways.

### No cover for legal liability after a Total Loss

Cover will cease when a claim for the Total Loss of **Your Vehicle** has been accepted.

2. Cover will cease when a claim for the Total Loss of Your Vehicle has been accepted. Legal liability for bodily injury to other people

Cover is available to **You**, or a currently licensed driver of **Your Vehicle** driving **Your Vehicle** with **Your** consent, for legal liability for death or bodily injury arising out of the use of **Your Registered Vehicle** which cannot be insured by

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- a) any compulsory liability insurance or statutory insurance scheme; and
- b) 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,

from one or more of the following events:

- a) driving or being in charge of Your Vehicle or a Substitute Vehicle;
- b) goods being carried by or falling from Your
   Vehicle or a Substitute Vehicle;
- c) loading or unloading **Your Vehicle** or a **Substitute Vehicle**.

We will also cover the legal liability of a passenger travelling in or getting into or out of Your Vehicle with Your permission, or the permission of a currently licensed driver driving or in charge of Your Vehicle with Your consent.

### 3. Maximum limit

The maximum amount **We** will pay in total for all claims under this section for damage to other people's property and/ or supplementary bodily injury cover arising from a single event or series of related events is \$20,000,000.

# Additional benefits (applying to Third Party Liability cover)

### 1. Substitute Vehicle

Cover is available to **You** for legal liability, for loss or damage to a third party's property while using a **Substitute Vehicle**. The maximum **Limit of Liability** for this section is \$20,000,000.

Cover will not be available under this subsection for **Your** legal liability:

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

### 2. Uninsured Vehicle

Cover will be available for loss or damage to **Your Vehicle** arising from an accident during the **Period of Insurance** caused by the driver of an uninsured **Vehicle**. We will cover **You** for up to a maximum amount of \$5,000 including the cost of protection, removal and towing. **You** can only claim under this extension if **You**:

- a) did not contribute to the cause of the accident; and
- b) can provide **Us** with the name and address of the person responsible for the accident, and
- c) can provide the registration number of the other **Vehicle**.

### 3. Legal costs

Subject to **Our** agreement in writing (that agreement not being unreasonably withheld) **We** will pay for all legal costs and expenses arising from liability covered by Third party property damage cover of Section 3.

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. Legal liability for damage to other people's property

Cover is available for **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:

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

Cover is also available for the legal liability for loss or damage to a third party's property of:

- 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.

Cover for legal liability is not available:

 a) when the loss or damage occurs to Your own property, or Your spouse's or de facto's property or to property which is in Your possession, custody or control; or

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- 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.

### No cover for legal liability after a Total Loss

Cover will cease when a claim for the **Total Loss** of **Your Vehicle** has been accepted.

### 2. Legal liability for bodily injury to other people

Cover is available to **You**, or a currently licensed driver of **Your Vehicle** driving **Your Vehicle** with **Your** consent, for legal liability for death or bodily injury arising out of the use of **Your Vehicle** which cannot be insured by

- a) any compulsory liability insurance or statutory insurance scheme; and
- b) 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,

from one or more of the following events:

- a) driving or being in charge of **Your Vehicle** or a **Substitute Vehicle**;
- b) goods being carried by or falling from Your Vehicle or a Substitute Vehicle;
- c) loading or unloading **Your Vehicle** or a **Substitute Vehicle**.

**We** will also cover the legal liability of a passenger for death or bodily injury:

- a) travelling in; or
- b) getting into or out of Your Vehicle;
  - (i) with Your permission, or
  - (ii) the permission of a currently licensed driver driving in charge of Your Vehicle with Your consent.

### 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 \$20,000,000.

# Other benefits **We** will pay for Third Party Liability, Fire and Theft cover

### 1. Substitute Vehicle

Cover is available only once for **Your** legal liability, for loss or damage to a third party's property while using a **Substitute Vehicle**. The maximum **Limit of Liability** under this Section of the **Policy** is \$20,000,000. Cover will not be available under this subsection for **Your** legal liability:

- a) when a claim for the **Total Loss** of **Your Vehicle** has been accepted;
- b) when the Substitute Vehicle is unregistered; or
- c) for 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 legal costs and expenses in defending any court proceedings arising from liability, fire or **Theft** covered by this section of the **Policy**.

Cover is not available for legal costs and expenses relating to any criminal or traffic proceedings.

### 3. Towing

Where **Your Vehicle** is unsafe, unroadworthy or not driveable because of loss or damage caused by fire or **Theft**, **We** will cover the reasonable cost of the safeguarding, removal and towing of **Your Vehicle** to the nearest repairer, place of safety or any other place as agreed by **Us**.

### 4. Uninsured Vehicle

Cover is available for 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:

- a) did not contribute to the cause the accident; and
- b) can provide:
  - (i) the registration number of the other **Vehicle**; and
  - (ii) the name and address of the person responsible for the accident.

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If **You** had no reason to suspect that the driver was affected by alcohol or any drug **We** will not refuse **Your** claim.

### 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:
  - 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
  - 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;

Specific exclusions – What is not covered under Section 3

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

- 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 nominated 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.

If the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers, **We** will not refuse **Your** claim.

### f) Unroadworthy or Unsafe vehicle

being used in an unsafe or unroadworthy condition.

If the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of the **Vehicle**, **We** will not refuse **Your** claim.

### 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

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- 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, unless We replace Your Vehicle under Option 1 – Comprehensive Cover – Replacement of new vehicle after a Total Loss (Private Motor OR Farm Motor (utility or van only)), in which case cover is provided for the replacement vehicles until the end of the Period of Insurance.
- 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:
  - Additional Benefit 1 Rental car following Theft (Private Motor or Farm Motor (utility or van)) (applying to Comprehensive cover);
  - 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 is being used for a different purpose from the description of use stated 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

Temporary cover for **Your** replacement **Vehicle** will be provided by **Us** from the date of purchase of the replacement **Vehicle** for a period of 30 days. Cover will only be extended to the replacement **Vehicle** if **You**:

- a) give full written details of the replacement
   Vehicle during the 30-day temporary cover period;
- b) obtain **Our** agreement to cover **Your** replacement **Vehicle**; and
- c) an extra **Premium** is paid.

The cover is only available subject to **You** advising **Us** as soon as reasonably possible if:

- a) the value of the replacement **Vehicle** exceeds \$100,000;
- b) the replacement **Vehicle** is not similar to other **Vehicles** insured under Section Three; or
- c) the replacement Vehicle is intended to be used for any other purpose other than the purposes shown in Your Schedule.

The cover for the replacement **Vehicle** will be limited to the cover provided for **Your Vehicle**.

### 2. Change of cover details

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

- a) the **Nominated 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 regular driver of **Your Vehicle** has:

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- 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 motor Vehicle damaged or stolen.

### Making a claim under Section 3

### What happens after You make a claim

### **Excess**

Unless stated otherwise in **Your Schedule** the Basic excess for **Private Motor** is \$500, and for **Farm Motor** is 1% of **Sum Insured** (subject to a minimum of \$500).

### 1. Excess

Different types of **Excess** may apply to **You** or the driver of **Your Vehicle** at the time of the claim. **Your Schedule** under the heading "Excess applicable to claims" sets out the **Excesses** as:

### a) Basic Excess

The basic **Excess** is the first amount **You** must pay on each claim unless **We** state otherwise below. The amount of the **Basic Excess** will be shown on **Your Schedule**.

The basic **Excess** is comprised of the minimum basic **Excess**, the voluntary **Excess** and imposed **Excess**.

### (i) Voluntary Excess

The voluntary **Excess** forms part of the basic **Excess**. Choosing a voluntary **Excess** allows **You** to reduce **Your Premium** by selecting a higher basic **Excess**. The voluntary **Excess You** choose will be shown on **Your Schedule**.

### (ii) Imposed Excess

The imposed **Excess** forms part of the basic **Excess**. An imposed **Excess** may be applied due to underwriting criteria. Any imposed **Excess** amount will be shown on **Your Schedule**.

### 2. Standard age Excess

You must pay the age Excess shown in Your Schedule in addition to the basic Excess if You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver under the age of 25. The standard Age Excess will not be added to the Heavy Motor Vehicle Excess if the latter applies to any claim.

# 3. Declared inexperienced driver Excess (Private Motor only)

You will need to pay an inexperienced driver Excess in addition to any other Excess payable if You make a claim for an accident when Your Vehicle was being driven by or was in the charge of a driver over the age of 25 who has not held an Australian driver's licence for more than two years.

# 4. Undeclared inexperienced driver Excess (Private Motor only)

When **Your Schedule** shows there is a driver **Excess** on the **Policy**, the driver **Excess** will be applied to claims which occur when **Your Vehicle** is being driven by the person listed. This **Excess** is in addition to other **Excesses** applicable to this **Policy**.

### 5. Undeclared Young driver Excess (Private Motor only)

If **You** make a claim for an accident when **Your Vehicle** was being driven by or was in the charge of a driver under the age of 25, who was not listed in **Your Schedule**, the undeclared **Young** driver **Excess** shown on **Your Schedule** must be paid in addition to the basic **Excess** and age **Excess**.

You will not have to pay an undeclared Young driver Excess if the driver:

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

### Excess not applicable

### Your 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) the registration number of the other **Vehicle**(s) involved in the accident; and
- b) name and address of the driver at fault.

**You** will also not have to pay any age (young driver), undeclared young driver, or inexperienced driver **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.

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### 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 and having regard to both Our and Your interests, We will either:

- a) authorise Your repairs;
- b) pay the reasonable cost of repairing Your Vehicle;
- c) 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:

- a) 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.
- b) 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 <b>Your Schedule</b> as a declined driver who is not insured under this <b>Policy</b> .		
Nominated Driver	means a driver, noted in <b>Your Schedule</b> as a <b>Nominated Driver You</b> have advised <b>Us</b> will drive <b>Your Vehicle</b> .		
	If during the currency of the <b>Policy</b> , any person under 25 years of age becomes a <b>Nominated Driver You</b> must inform <b>Us</b> immediately.		
Registered Vehicle	a <b>Vehicle</b> which has been registered with the relevant State Body to be driven on a public road.		
Substitute Vehicle	means a <b>Vehicle</b> similar to <b>Your Vehicle</b> which has been hired or borrowed because <b>Your Vehicle</b> 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 <b>We</b> agree to cover <b>Your Vehicle for</b> as shown in <b>Your</b> Schedule.		
Vehicle Market Value	means the cost to replace <b>Your Vehicle</b> with a Vehicle of the same make, model, age and condition as <b>Your Vehicle</b> immediately prior to the loss or damage but excluding costs and charges for <b>Vehicle</b> registration, compulsory third-party cover, stamp duty transfer, dealer warranty costs or transfer fees.		
Vehicle Usage	means the use of <b>Your Vehicle</b> between <b>Private Motor</b> or <b>Farm Motor</b> , as declared by <b>You</b> , where:		
	a) <b>Private Motor</b> means any vehicle which:		
	(i) is registered as a private vehicle; and		
	(ii) is not used for income earning purposes; and		
	<ul> <li>Farm Motor means a motor vehicle predominantly used in Your Farming Business.</li> </ul>		
	The Vehicle Usage is shown on Your Schedule.		
Vehicle	means any Vehicle shown on Your Schedule including:		
	a) its standard tools and factory fitted accessories;		
	<li>b) its fitted or non-standard extras, modifications and accessories which You have listed on Your Proposal or given Us details of later and which We have accepted and Specified on Your Schedule;</li>		
	<ul> <li>equipment and apparatus fixed to it such as radio receivers, roof racks, telephones, compact disc players, radios, tarpaulins, gates and chains.</li> </ul>		
	Your Vehicle does not include:		
	<ul> <li>a) mobile phones which are capable of operation when removed from the motor Vehicle unless they are in the motor Vehicle's car kit at the time of loss or damage; or</li> </ul>		
	b) radar detectors; or		
	c) its unspecified fitted or non-standard extras, modifications and accessories; or		
	d) any goods being carried by the motor <b>Vehicle</b> .		

Theft

# Section 4 – Theft

### 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 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

1. Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Windmills, Pumps & Irrigation Equipment, Fencing, Hay, Livestock or Farm Produce.

Having regard to both **Our** and **Your** interests), **We** will either:

- a) repair, replace or reinstate Your Farm Buildings, Farm Infrastructure and Improvements, Farm Contents, Windmills, Pumps & Irrigation Equipment, Fencing, Hay, Livestock or Farm Produce; or
- b) pay You the reasonable cost of repairing or replacing Your Farm Buildings, Farm Infrastructure and Improvements, Farm Contents, Windmills, Pumps & Irrigation Equipment, Hay, Livestock or Farm Produce; or
- c) pay You the Sum Insured for Theft under Section 4 shown in Your Schedule for Farm Buildings, Farm Infrastructure and Improvements, Farm Contents, Windmills, Pumps & Irrigation Equipment, Fencing, Hay, Livestock, or Farm Produce,

specified on **Your Schedule**, whichever is the lesser. The amount **We** will pay will not exceed:

- a) For specified Farm Buildings, Farm Contents, Farm Infrastructure and Improvements, Windmills, Pumps & Irrigation Equipment, Fencing, Hay and Farm Produce:
  - (i) In respect of the asset types stated in (a) above, the Sum Insured specified in the Farm Property section for each item or the Market Value of insured items up to the Sum Insured in the Theft section, whichever is the lesser.

### b) For Livestock

The lesser of the amount of:

- (i) \$2,000 per animal; or
- (ii) the Market Value of Livestock.

Unless otherwise stated in **Your Schedule** the most **We** will pay:

- (i) for any one animal is \$2,000; and
- (ii) for any one claim is \$7,500; and
- (iii) per Period of Insurance is the Sum
   Insured 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 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** or accidental loss of keys or access cards.

The maximum amount **We** will pay under this 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 5 of the **Policy**:

Section 5 of this **Policy** does not cover loss, damage or destruction caused by **Theft** or attempted **Theft**:

- a) from any unlocked and unattended motor **Vehicle** away from **Your Farm** at the time of loss or damage;
- b) 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);
- c) without tangible evidence or proof of loss;
- d) which is insured under another Section of this **Policy**;

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- e) unexplained inventory shortages or disappearances resulting from clerical or accounting error;
- f) or **Consequential Loss** of any kind;
- g) of:
  - (i) credit card, stamps, negotiable instruments;
  - (ii) Farm Buildings, Farm Contents, Farm Infrastructure & Improvements, Windmills, Pumps & Irrigation Equipment, Fencing, Hay, Livestock or Farm Produce where Your Farm has been Unattended for more than 60 consecutive days;
  - (iii) growing or standing crops, trees or shrubs or other growing vegetation;
  - (iv) caravans, trailers, pleasure crafts, Aircraft or any of their accessories, equipment and/or spare parts;
  - (v) personal effects of any kind;
  - (vi) Money;
  - (vii) Livestock unless specifically insured under this Theft section; or

(viii) household items, domestic furniture, fixtures and fittings.

h) if the Farm has been **Unattended** for any period of 60 consecutive days or longer (regardless of **Policy** commencement date).

### Excess

Unless stated otherwise in Your Schedule the applicable excess is \$500.

### 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 & 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 & Irrigation Equipment, Fencing, Hay, Livestock, Farm Produce and Windmills, whether individually or collectively.

# Section 5 - Public & Products Liability

### What You are covered for

### 1. Legal liability

### Your Home Building

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 arising out of the ownership or occupancy of Your Home Building happening during the Period of Insurance up to the Limit of Liability.

### **Your Home Contents**

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.

### **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.

### 2. Products liability

We will cover You for all liability caused by Your Products as a result of an Occurrence in connection with Your Farming Business happening during the Period of Insurance and within the Geographical limit.

We will not pay more than the Limit of Liability shown in Your Schedule for all liability that is caused by Your Products from all Occurrences in connection with Your Farming Business 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**;

- 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
- 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, having regard to both **Our** and **Your** interests **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 and in consideration of both **Our** and **Your** interests.

**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 up until six months from the date of the Personal Injury or Property Damage that caused the Total Loss or 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; or
- d) the purchase of another insurance policy providing liability cover for the **Address**.

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### 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 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 5, 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:

- a) farm buildings which You rent (including the landlord's fixtures and fittings) and for which You are not required to insure for Property Damage;
- b) 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);
- c) 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;
- d) Livestock which are not owned, leased or rented to You; and
- e) 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 benefit is:

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

- b) 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 34 – Registered Motor Vehicles in this Section 5, We will cover You and any member of Your Family against claims for Personal Injury caused by:

- a) You and any member of Your Family whilst being passengers in a registered Vehicle;
- b) 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:

- a) 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
  - (ii) 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

### b) Property Damage:

- (i) arising out of and during the loading or unloading of goods to or from any **Vehicle**;
- (ii) 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
- (iii) 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.

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- 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 Farm Business;
  - (iii) within 75 km of Your Farm:
    - 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;
- 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 Farm 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

Cover is available for **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:

- 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 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 Farm 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

Cover is available to **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.

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# 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 the provision of accommodation and meals to guests of Your Farm for which You receive payment, but We will not cover You for any legal liability arising out of Recreational Activities.

### 2. Horse riding

Notwithstanding Specific Exclusion 18 – Horse riding, Horse Training Equine Events, if Your Schedule shows that this optional benefit applies to Your Policy, 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:

- a) if more than five horses are kept at **Your Farm**; or
- b) if the horse-riding or horse training activity is conducted for training, reward, payment; or
- c) for guests of Your Farm Hosting activities; or
- d) where you have not obtained a riding waiver from your guests prior to the horse riding and/ or training events; or
- e) 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 benefit during the **Period of Insurance** is \$5,000,000.

All other terms, conditions and exclusions apply to this 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:

- a) Your ownership, occupancy or control of any Aircraft Landing Area; or
- b) Your, 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**.

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- 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;
- b) for guarantees and warranties of fitness, performance, durability or quality of Your
   Products even if they are implied by law;
- c) 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
- d) 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:

- a) land; or
- b) 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:

- a) that You knew to be false and was released with Your approval;
- b) arising from publishing of books, newspapers, magazines and similar material;
- c) 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

- a) 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 fulltime) as a domestic worker; or
- b) Personal Injury to any person that is insured, or is required to be insured, by any workers compensation legislation or similar laws;
- c) 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:

- a) to You or Your Family;
- b) to any Resident of Your Home Building;
- c) to Your Employees;
- d) where **You** are a company, to:
  - (i) any director of **Your** company; or
  - (ii) any family of a director of Your company.

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

- a) to You;
- b) to any Resident of Your Home Building;
- c) 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 stay accommodation, tourist or hosting activities, except where **You** have selected the **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).

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### 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 authorized 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) horse riding or training activities that are conducted for recreation, reward or payment unless You take out the Optional Benefit 2 – Horse riding and this is listed 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 *Biosecurity Act 2015* (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 delay in or lack of performance by You or on Your behalf in relation to any contract or agreement;

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- 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;
- 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 the Additional Benefit 3 – Property in Your physical and legal control.

### 33. Recreational Activities

for claims directly or indirectly arising out of or in any way connected with **Recreational Activities**.

### 34. 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:

 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 wheelchair;
- 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.

### 35. 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.

### 36. 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.

# 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

the total amount for which any claim for Personal Injury or Property Damage could be settled if, in the c) 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:

- We will relinquish the conduct and control of the claim(s) to You; a)
- 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;
- You will pay Us any charges, expenses and defence costs We are entitled to from You that were incurred c) 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 12 - Excluded Persons.

### **Excess**

Unless stated otherwise in Your Schedule the applicable excess is \$500 for all claims for Property Damage.

### 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:			
	a) defamation;			
	<ul> <li>any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law or any Fair Trading or similar legislation of any country, state or territory;</li> </ul>			
	<li>c) unfair competition, piracy, idea misappropriation contrary to an implied contract; or</li>			
	d) invasion of privacy,			
	committed or alleged to have been committed during the <b>Period of Insurance</b> in any advertisement, publicity, article, broadcast or telecast and caused by or arising out of <b>Your</b> 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 <b>You</b> .			
Excess	means the amount <b>You</b> will have to pay for each <b>Occurrence</b> which gives rise to a claim under this Section of the <b>Policy</b> . The amount of the <b>Excess</b> is shown in <b>Your Schedule</b> .			
Farm Hosting	Is strictly limited to the provision of meals and on-farm accommodation to guests for reward or payment, whilst residing in a <b>Home Building</b> insured on this <b>Policy</b> during the <b>Period of Insurance</b> . <b>Farm Hosting</b> does not include <b>Recreational Activities</b> .			

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Nord(s)	Meaning
Geographical Limit	means:
	a) anywhere within Australia and its external territories; and
	b) elsewhere in the world, but only when:
	<ul> <li>You are travelling outside of Australia and undertaking neither manual work nor supervisory work of any kind; and</li> </ul>
	<ul> <li>You are away no longer than 90 consecutive days from the date you leave Australia and its external territories.</li> </ul>
currence	means an event including continuous or repeated exposure to substantially the same general conditions, which results in <b>Personal Injury</b> or <b>Property Damage</b> which are neither expected nor intended by <b>You</b> and which occurs at <b>Your Farm</b> or in in connection with <b>Your Farming Business</b> .
ersonal Injury	means:
	<ul> <li>a) bodily injury, death, sickness, disablement, shock, fright, mental anguish, mental injury;</li> </ul>
	b) the effects of false arrest, wrongful detention, wrongful imprisonment;
	<ul> <li>assault provided You did not commit the assault or direct the assault unless the assault occurred whilst preventing personal injury or property damage;</li> </ul>
	<ul> <li>d) libel, slander or defamation of character;</li> <li>e) wrongful entry or wrongful eviction or other invasion of the right to private</li> </ul>
	<ul><li>occupancy; and</li><li>f) latent personal injury that is first diagnosed by a qualified medical person during</li></ul>
	the <b>Period of Insurance</b> ,
	which is the direct result of an <b>Occurrence</b> during the <b>Period of Insurance</b> .
roduct Liability	means <b>Your</b> legal liability for <b>Personal Injury</b> and/or <b>Property Damage</b> caused by or arising out of any <b>Products</b> or the reliance upon a representation or warranty made with respect to such <b>Products</b> ; but only where such <b>Personal Injury</b> and/or <b>Property Damage</b> occurs away from <b>Your Farm</b> and after physical possession of such <b>Products</b> has been relinquished to others.
oducts	means any goods, products and property after they have ceased to be in <b>Your</b> possession or under <b>Your</b> 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 <b>You</b> in connection with <b>Your Farming Business</b> .
	However, it does not mean food and beverages supplied by <b>You</b> or on <b>Your</b> behalf primarily to <b>Your Employees</b> .
ofessional Service	means any service, advice, counselling, diagnosis, treatment of persons or animals, prescription, or other type of service provided by <b>You</b> for a fee or which is or would be normally provided for a fee by professional persons.
roperty Damage	means physical loss of or damage to tangible property and/or loss of use of tangible property arising out of physical loss of or damage to tangible property that is the direct result of an <b>Occurrence</b> during the <b>Period of Insurance</b> .
ecreational Activities	means the following activities:
	<ul> <li>a) motor-cross activities, motorcycling, trail-riding, quad-biking or activities using all-terrain vehicles;</li> </ul>
	<ul> <li>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;</li> </ul>
	c) hunting, shooting, archery or handling of weapons of any description;
	<ul> <li>d) water sports including canoeing, river rafting, paddling or swimming, water skiing, powerboating or aquaplaning; or</li> </ul>
	<ul> <li>e) any interaction with an animal, including riding, milking, shearing, and the petting or handling of any animals that You knew, or a reasonable person in Your circumstances ought to have known was dangerous, diseased or infectious, or aggressive; or</li> </ul>
	f) farm tours.
orkers' Compensation Law	means any law relating to compensation for injury to workers or <b>Employees</b> .

# **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
- 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. IMPORTANT INFORMATION

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### 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. Mandatory sanctions

any claim or the provision of any benefit under the **Policy** to the extent that the provision of such cover, payment or benefit is prohibited by law or by doing so will expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations.

### 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:

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- 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;
- 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 Farm 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
- 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. Sanctions limitation and exclusion

You are not insured under any section of this **Policy** where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

### 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:

- any act(s) of Terrorism that is directly or a) 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 rganization(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.

# IMPORTANT POLICY INFORMATION FOR INFORMATION SUMMARY SOME POLICYHOLDERS

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### 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:

- a) the commencement of the first period of insurance of this policy; or
- b) 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.

### **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:

- a) Provide **Us** with any and all reasonable assistance **We** require; and
- b) 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:

- a) 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;
- b) whereby **Your** interest ceases by will or operation of law;
- c) 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 make a full and honest disclosure 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 insured
- property insured under this policy from loss or damage;
- b) 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 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.

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**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:

- a) to protect and maintain property insured under this **Policy**;
- b) to prevent damage or injury to others or their property;
- c) to comply with all statutory obligations and by-laws or regulations relating to the safety of person or property; or
- d) 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:

- a) 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);
- b) Your motor Vehicle is modified its top speed or performance is increased;
- c) the main driver of Your motor Vehicle changes;
- d) the use of Your motor Vehicle changes;
- You no longer are 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;
- f) You are having renovations undertaken;
- g) Your Home Building is left Unoccupied for a period exceeding 90 days out of any 120 days (regardless of the Policy commencement date);
- h) Your Farm is Unattended for a period of 60 consecutive days (regardless of Your Policy commencement date);
- i) Your Home Building, Farm Building or Your Farm falls into a state of disrepair;

When **You** tell **Us** of any changes to this Policy, **We** will issue **You** with a revised **Schedule** and **You** may be asked to pay additional **Premium**.

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** and **Schedule**. You may be able to reduce the Excess You pay in the event of a claim by paying a higher Premium, or if You elect to pay a higher excess in the event of a claim, Your Premium may be lower.

### 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 Sections One – Home Property, Section Two – Farm Property and Section Four – Theft , **We** will reinstate **Your Sum Insured** or **Limit of Liability** by the amount which the Sum Insured or **Limit of Liability** 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:

- a) There is a written request from You;
- b) **You** do not pay the additional premium required for reinstatement;
- c) We have paid the full Sum Insured or Limit of Liability; or
- d) We state otherwise in the relevant Section.

Any increase of a **Sum Insured** or **Limit of Liability** under this clause 9 is subject to the condition that **Our** total liability under this **Policy** will not exceed:

- a) in respect of any one claim, the **Limit of Liability** shown in **Your Schedule**; and
- b) in respect of all claims during the period of insurance, an amount equal to 200% of such Sum Insured or Limit of Liability 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**:

- a) Your ABN
- b) The percentage of any input tax credit You will claim, or will be entitled to claim, on Your Premium.

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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.

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**, less any administration fees.

### 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. Joint and co-insured persons

If more than one person is indemnified under this **Policy, We** will treat a statement, act, omission, claim, request or direction by that person as having been made by all insureds.

We only need a request from one person insured to cancel or change this **Policy**.

### 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. Notices

Any notice **We** give **You** will be in writing and will be effective once it is delivered to **You** personally or to **Your** last known address (including when it is an electronic one).

It is important for **You** to tell **Us** of any change of address as soon as possible.

### 17. Valuation and Currency

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

### 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:

- a) take all reasonable steps to reduce the loss or damage and to prevent further damage;
- b) as soon as reasonably practicable make a full report to the police if:
  - (i) You know or suspect that property has been stolen;
  - someone has broken into Your premises; or
  - (iii) someone has caused malicious damage to **Your** property.
- c) not make any admission of liability, offer, promise or payment in connection with any event;
- d) promptly inform Us or Your intermediary;
- e) take reasonable steps to preserve any damaged property and make it available for inspection by **Our** representative or agent (including a loss adjuster); and
- f) 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:

- a) fill in **Our** claim form if **We** require **You** to do so;
- return it to Us within 30 days of the event that gave rise to the claim or within another reasonable period of time as You and Us agree;
- c) 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:

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

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- a) make admissions, settle or defend claims on **Your** behalf; and
- b) 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 and in consideration of both Our and Your interests.

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:

- a) the Limit of Liability of the section under which the claim is made, after deducting any amounts already paid; or
- b) 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**:

- a) the highest applicable excess is payable; but
- b) 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. Other indemnity or insurance

If at the time of any loss, damage or liability there is any other insurance (whether effected by **You** or by any other person) which indemnifies 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:

- a) 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
- b) 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).
- c) 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. Interference with Our recovery rights

If **You** have agreed not to seek compensation from any person liable to compensate **You** for loss, damage or liability covered by this **Policy**, **We** will not indemnify **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 <b>We</b> will provide cover to <b>You</b> subject to the <b>Policy</b> conditions and exclusions. This includes a series of accidents arising out of the one event. <b>Accidental Damage</b> includes <b>Listed Events</b> (as that term is defined in the relevant section of the <b>Policy</b> ).		
Address	<ul> <li>the address shown in Your Schedule and is either (as applicable):</li> <li>a) the address of the Home Building in which You lived for the majority of the year; or</li> <li>b) the land on which You conduct Your Farming Business.</li> </ul>		
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 <b>Model Aircraft</b> , toys or kites.		
Aircraft Landing Area	any area on or from which <b>Aircraft</b> 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 <b>You</b> are liable to pay to other people or organisations (including legal costs awarded against <b>You</b> and interest accruing after entry of judgment against <b>You</b> until <b>We</b> 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	<ul> <li>a) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;</li> </ul>		
	b) Malware or Similar Mechanism;		
	<li>c) programming or operator error whether by the Insured or any other person or persons;</li>		
	<ul> <li>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.</li> </ul>		
Dispute Resolution Officer	the person at Ag Guard who provides a single customer service point of contact for claimants and all their dispute applications.		
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.		

INFORMATION FOR Some Policyholders

IMPORTANT INFORMATION

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Word(s)	Meaning
Employee(s)	any person who is employed under a contract of service or apprenticeship with <b>You</b> but does not include any person employed under such contract who is excluded from the definition of 'Worker' under any workers' compensation legislation.
Excess(es)	the amount shown in the <b>Policy</b> and <b>Your Schedule</b> , payable by <b>You</b> on each and every claim arising out of one event or <b>Occurrence</b> under that <b>Policy</b> section.
	Should more than one excess be payable under this <b>Policy</b> for any claim or series of claims arising from the one event, such <b>Excesses</b> shall not be aggregated, and the highest single level of excess only shall apply, except in the motor <b>Vehicle</b> sections.
	You are required to pay the excess when We request You to do so.
Family	persons who normally reside with You permanently and who are Your;
	a) spouse or de facto;
	b) Your children or Your spouse's or de facto's unmarried children;
	c) Your spouse's parents or de facto's parents; or
	d) brother or sister.
Farm	the land on which <b>You</b> conduct <b>Your Farming Business,</b> including any land <b>You</b> lease or share farm.
Farming Business	means lifestyle farming activities at an <b>Address</b> no greater than 100ha, where <b>Your</b> 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 <b>Period of Insurance</b> ;
	but excludes:
	a) paying guests, boarders, lodgers; or
	b) visitors associated with tourism, agritourism or Farm Hosting operations; or
	c) Recreational Activities,
	unless <b>We</b> have stated otherwise in <b>Your Schedule</b> .
inancer	the person or entity with a security interest in <b>Your</b> property.
Flood	the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
	a) a lake (whether or not it has been altered or modified);
	b) a river (whether or not it has been altered or modified);
	c) a creek (whether or not it has been altered or modified);
	d) another natural watercourse (whether or not it has been altered or modified);
	e) a reservoir;
	f) a canal;
	g) 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.

	Word(s)	Meaning	
Home Building, Includes:       Provide State and surgeries so long as they are attached to the Home Building:         a) offices and surgeries and structural improvements so long as they are attached to the Home Building:       Provide State and State	Home Building	primarily used as <b>Your</b> place of residence at the <b>Address</b> shown in <b>Your Schedule</b> including the immediately adjacent tended, fenced, yarded or garden areas used	
<ul> <li>a) offices and surgeries so long as they are attached to the Home Building.</li> <li>b) outbuildings, futures and structural improvements so long as they are attached to the Home Building.</li> <li>c) garden sheds or garages so long as they are attached to the Home Building.</li> <li>d) permanently installed swimming pools, spas, saunas, courts used for sporting activities (which have no commercial activities undertaken from them):</li> <li>e) for coverings which are not carptes to range.</li> <li>e) for coverings which are not carptes to range or repice, and which are connected and permanently installed to be leased, by You to a person or organisation not named in Your Schedule);</li> <li>e) curtains, carpets, drages and thrend blinds (but only if the home is leased, or internal blinds), fixed light fittings, and awnings;</li> <li>e) curtains, carpets, drages and attrictural improvements not attached to the Home Building unless individually specified or Your Schedule);</li> <li>f) fixed celling coverings, fixed wall coverings (which are not curtains, drapes or internal blinds), fixed light fittings, and awnings;</li> <li>retaining walls and fixed artificial grass;</li> <li>masts, aerials, antenas, satellite dishes, and fixed clothes lines.</li> <li>Home Building does not include:</li> <li>o) outbuildings, fixtures and structural improvements not attached to the Home Building unless individually specified on Your Schedule;</li> <li>o) address targerises to a spart of Home Contents;</li> <li>any the your Home Building on a unturnished basis;</li> <li>o) attached to the Home Building unless individually specified on Your Schedule;</li> <li>any property covered as part of Home Contents;</li> <li>any property covered as part of Home Schedule; and principally as a place of residence that takes contains and office array;</li> <li>cartains, internal blinds; carptas (whether fixed or not), unless You regularly lease out Your Home Build</li></ul>			2
<ul> <li>b) outbuilding, frutures and structural improvements so long as they are attached to the Home Building;</li> <li>c) garden sheds or garages so long as they are attached to the Home Building;</li> <li>d) permanently installed swimming pools, spas, saunas, courts used or sporting activities (which have no commercial activities undertaken from them);</li> <li>e) floor coverings which are not capets or rugs;</li> <li>f) fixed services of garden irrigation (foutding water tanks and water pumps), gas, water, drainage, severage, electricity, telephones and radio receiving engloment (including pipes, cables, ducts, wires, meters and switcher) that are Yours, or for which You are responsible to repair or repiace, and which are concreted and permanently attached to Your Home Building and used solely for domestic pupposes;</li> <li>e) curtains, carpet, drages 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;</li> <li>h) fixed ceiling coverings, fixed wall coverings (which are not curtains, drages or internal blinds), fixed light fittings, and awing;</li> <li>i) retaining walls and the at artificial grass;</li> <li>j) masts, serials, antennas, satellite dishes, and fixed lothes lines.</li> <li>Home Building does not include:</li> <li>a) offices and surgeries not attached to the Home Building unless individually specified on Your Schedule;</li> <li>d) any Vehicle, Watercraft or Aircraft;</li> <li>b) outbuildings, furct walls and structural improvements not attached to the Home Building unless individually specified on Your Schedule;</li> <li>a) any priority covered as part of Home Contents;</li> <li>g) anything that would otherwise fall under Section 2 definitions – Farm Property;</li> <li>b) caravans, trailers or mobile homes;</li> <li>j) pathways, roods and driveways of any kind;</li> <li>k) gates, flencing, bridges or causeways of an ykind;</li> <li>k) gates, flencing, bridges or causeways of an ykind;<td></td><td>-</td><td></td></li></ul>		-	
<ul> <li>a permanently installed swimming pools, spas, saunas, courts used for sporting activities (which have no commercial activities undertaken from them);</li> <li>flor ocverings which are not carpets or rugs;</li> <li>for desvices of graden irrigation (including which have not any table, and which are connected and permanently attached to <b>Your Home Building</b> and used solely for domestic purposes;</li> <li>g) curtains, carpets, drapes and internal blinds (but only if the home is leased, or for which You are responsible to repair or replace, and which are connected and permanently attached to <b>Your Home Building</b> and used solely for domestic purposes;</li> <li>g) curtains, carpets, drapes and internal blinds (but only if the home is leased, or insvacant and is intended to be leased, by You to a person or organisation not named in Your Schedule;</li> <li>h) fixed ceiling coverings, fixed wall coverings (which are not curtains, drapes or internal blinds), fixed light fittings, and awnings;</li> <li>i) retaining valls and fixed artificial grass;</li> <li>j) masts, serials, antennas, satellite dishes, and fixed clothes lines.</li> <li>Home Building does not include:</li> <li>a) offices and surgerise not attached to the Home Building, unless individually specified on Your Schedule;</li> <li>b) outbuildings, fixtures and structural improvements not attached to the Home Building unless individually specified on Your Schedule;</li> <li>c) garden sheds and garages not attached to the Home Building unless individually specified on Your Schedule;</li> <li>d) any Vehicle, Watercart or Aircart;</li> <li>d) any property covered as part of Home Contents;</li> <li>a) arything that would othera building or an unfurnished basis;</li> <li>j) pathways, roads and diriveways of any kind;</li> <li>k) gates, fencing, bridges or causeways of any kind;</li> <li>k) gates, foreing, bridges or asseways of any kind;</li> <li>k) gates, foreing, bridges or causeways of any kind;</li> <li>k) gates, foreing, bridges or causeways of any kind</li></ul>		b) outbuildings, fixtures and structural improvements so long as they are attached	
<ul> <li>d) permanently installed swimming pools, spes, saunas, courts used to sporting activities (which have no commercial activities undertaken from them);</li> <li>e) floor coverings which are not carpets or rugs;</li> <li>f) for de services of graden irrigation (including wate take and water pump), as, water, drainage, severage, electricity, telephanes 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;</li> <li>g) curtains, carpets, drapes and internal blinds (but only if the home is leased, or this vascant and is intended to be leased, by You to a person or organisation not named in Your Schedule;</li> <li>h) fact ceiling coverings, fixed wall coverings (which are not curtains, drapes or internal blinds), fixed light fittings, and awnings;</li> <li>i) retaining walls and fixed artificial grass;</li> <li>j) masts, serials, antennas, satellite dishes, and fixed clothes lines.</li> <li>Home Building does not include:</li> <li>a) offices and surgeries not attached to the Home Building, unless individually specified on Your Schedule;</li> <li>b) outbuildings, fixtures and structural improvements not attached to the Home Building unless individually specified on Your Schedule;</li> <li>c) garden aheds and garages not attached to the Home Building unless individually specified on Your Schedule;</li> <li>d) any Vehicle, Watercraft or Aircraft</li> <li>c) Domestic Solar Panels, unless insured under the Renewable Energy Pack under the thore Building unless in molf-mides basis;</li> <li>j) pathways, roads and dirieways of any kind;</li> <li>j) any thing that would otherwise fail under Section 2 definitions - Farm Property;</li> <li>d) any building used for any building used for any building used principally as a place of residence that also contains an office or surgery;</li> <li>a) at emporary build</li></ul>		c) garden sheds or garages so long as they are attached to the <b>Home Building</b> ;	
<ul> <li>(i) fixed services of garden irrigation (including water tanks and water pumps), gas, water, drainage, severage, electricity, telephones and radio receiving equipment (including pipes, cables, ducts, wires, meters and water pumps), gas, water, drainage, severage, electricity, telephones and radio receiving equipment (including pipes, cables, ducts, wires, meters and watches) that are Yours, or for which You are responsible to repair or replace, and which are connected and permanently statched to Your Home Building and used solely for domestic purposes;</li> <li>(i) 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);</li> <li>(i) fixed calling coverings, fixed vall coverings (which are not curtains, drapes or internal blinds), fixed light fittings, and awnings;</li> <li>(i) retaining walls and fixed artificial grass;</li> <li>(j) masts, aerials, antennas, satellite dishes, and fixed clothes lines.</li> <li>Home Building does not include:</li> <li>a) office and surgerise not attached to the Home Building unless individually specified on Your Schedule;</li> <li>(c) garden sheds and garages not attached to the Home Building unless individually specified on Your Schedule;</li> <li>(d) any Vehicle, Watercraft or Aircraft;</li> <li>(e) Domestic Solar Panels, unless insured under the Renewable Energy Pack under the Otional Benefits of Section 1 - Part A.</li> <li>(f) any property covered as part of Home Contents;</li> <li>(g) anything that would otherwise fall under Section 2 definitions - Farm Property; leases out Your Home Building on an unfurnished basis;</li> <li>(j) pathways, roads and driveways of any kind;</li> <li>(g) at explainer building or structure, permanent jetty, wharf or pontoon (unless superically noted on Your Schedule;</li> <li>(i) an otiel, nursing home or boarding house;</li> <li>(j) building or distor curvany (whether fixed or not), unless this is expressly</li></ul>			
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<ul> <li>is vacant and is intended to be leased, by You to a person or organisation not named in Your Schedule;</li> <li>h) fixed celling coverings, fixed wall coverings (which are not curtains, drapes or internal blinds), fixed light fittings, and awnings;</li> <li>i) retaining walls and fixed artificial grass;</li> <li>j) masts, aerials, antennas, satellite dishes, and fixed clothes lines.</li> <li>Home Building does not include: <ul> <li>a) offices and surgeries not attached to the Home Building, unless individually specified on Your Schedule;</li> <li>b) outbuildings, fixtures and structural improvements not attached to the Home Building, unless individually specified on Your Schedule;</li> <li>c) garden sheds and garagers not attached to the Home Building unless individually specified on Your Schedule;</li> <li>d) any Vehicle, Watercraft or Aircraft;</li> <li>e) Domestic Solar Panels, unless insured under the Renewable Energy Pack under the Optional Benefits of Section 1 – Part A.</li> <li>f) any property covered as part of Home Contents;</li> <li>g) anything that would otherwise fail under Section 2 definitions – Farm Property;</li> <li>h) caravans, trailers or mobile homes;</li> <li>i) curtains, internal blinds, carpets (whether fixed or not), unless You regularly lease out Your Home Building under social or any kind;</li> <li>k) gates, fencing, bridges or causeways of any kind;</li> <li>k) gates, fencing, bridges or causeways of any kind;</li> <li>i) any building used for any buisness other than a dwelling used principally as a place of residence that also contains an office or surgery;</li> <li>m) a temporary building or structure, permanent jetty, wharf or pontoon (unless specifically noted on Your Schedule;</li> <li>i) a motel, nursing home or boarding house;</li> <li>b) buildings of flats or caravan (whether fixed to the Address or not), unless this is expressly endorsed on Your Schedule;</li> <li>a) and the imited cover afforded under additional benefit 10 – Landscaping, in Section 1 of the PDS);<!--</td--><td></td><td>water, drainage, sewerage, electricity, telephones and radio receiving equipment (including pipes, cables, ducts, wires, meters and switches) that are <b>Yours</b>, or for which <b>You</b> are responsible to repair or replace, and which are connected and permanently attached to <b>Your Home Building</b> and used solely for domestic</td><td></td></li></ul></li></ul>		water, drainage, sewerage, electricity, telephones and radio receiving equipment (including pipes, cables, ducts, wires, meters and switches) that are <b>Yours</b> , or for which <b>You</b> are responsible to repair or replace, and which are connected and permanently attached to <b>Your Home Building</b> and used solely for domestic	
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<ul> <li>e) Domestic Solar Panels, unless insured under the Renewable Energy Pack under the Optional Benefits of Section 1 – Part A.</li> <li>f) any property covered as part of Home Contents;</li> <li>g) anything that would otherwise fall under Section 2 definitions – Farm Property;</li> <li>h) caravans, trailers or mobile homes;</li> <li>i) curtains, internal blinds, carpets (whether fixed or not), unless You regularly lease out Your Home Building on an unfurnished basis;</li> <li>j) pathways, roads and driveways of any kind;</li> <li>k) gates, fencing, bridges or causeways of any kind;</li> <li>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;</li> <li>m) a building in the course of construction, demolition or a vacant building pending demolition;</li> <li>n) a temporary building or structure, permanent jetty, wharf or pontoon (unless specifically noted on Your Schedule);</li> <li>o) a motel, nursing home or boarding house;</li> <li>p) buildings of flats or caravan (whether fixed to the Address or not), unless this is expressly endorsed on Your Schedule;</li> <li>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);</li> <li>r) any stables, hay sheds and farm tanks and services attached to these buildings,</li> </ul>		individually specified on Your Schedule;	CICY
the Optional Benefits of Section 1 – Part A.       The Optional Benefits of 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;         i)       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,			
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,		the Optional Benefits of Section 1 – Part A.	F L O P
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r) any stables, hay sheds and farm tanks and services attached to these buildings,			
		bark or mulch (other than the limited cover afforded under additional benefit 10 – Landscaping, in Section 1 of the PDS);	
			_
			ACLOSICN

Word(s)	Meaning	FO
Home Contents	means goods and property owned or used by <b>You</b> or <b>Your Family</b> or for which <b>You</b> or <b>Your Family</b> are responsible to protect from loss or damage. <b>Home Contents</b> includes:	INFORMATION
	<ul> <li>household goods of all description (including carpets whether fixed or not, curtains and internal blinds), and money;</li> </ul>	Ň
	<ul> <li>articles of special value which You have listed in Your Schedule under 'Specified Contents';</li> </ul>	SUN
	<ul> <li>c) the following equipment where registration or statutory bodily injury cover is not required:</li> </ul>	SUMMARY
	<ul> <li>golf buggies (which are not ride-on) and motorised wheelchairs (that are valued at less than \$5,000 when new);</li> </ul>	RY
	<ul> <li>(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</li> </ul>	SOME
	in); (iii) any garden equipment including ride on mowers that are valued at less than \$5,000 when new;	E POI
		IC
	d) surfboards, canoes, kayaks, surf-skis or sailboards;	И Ч
	<ul> <li>Watercraft and Watercraft motor up to no larger than 4 metres in length and 10 horsepower respectively and with an individual or combined value of less than \$10,000 when new, whilst at Your Farm;</li> </ul>	POLICYHOLDERS
	f) bicycles	RS
	<ul> <li>g) 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);</li> </ul>	
	<ul> <li>mobile telephones, computers (including portable computers), associated hardware and software;</li> </ul>	POLICY
	i) tools, instruments and equipment used for personal purposes;	СҮ
	<li>j) if <b>You</b> are a tenant, the landlord's fixtures and fittings installed by <b>You</b> for <b>Your</b> own use.</li>	
	Home Contents does not include:	Property
	a) any property covered as part of the <b>Home Building</b> ;	ert
	b) any caravan, trailer or mobile home;	y:
	c) Watercraft other than those listed under 'Home Contents includes' above;	
	<ul> <li>motorised Vehicles (including golf carts) other than those listed under 'Home Contents includes' above;</li> </ul>	Property
	<ul> <li>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;</li> </ul>	erty
	<ul> <li>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;</li> </ul>	Vehicles
	g) fish, birds or animals of any description;	es
	h) any property:	
	(i) illegally in <b>Your</b> possession;	
	(ii) stored in a dangerous and illegal way; or	
	<ul><li>(iii) any equipment connected with growing or creating any illegal substance;</li><li>commercial or retail trade stock other than business stock temporarily stored</li></ul>	
	inside Your Home Building; j) Domestic Solar Panels;	Liability
	<ul> <li>k) landscaping, trees, plants or including grass or lawns, or soil, bark or mulch,</li> </ul>	Lia
	except for plants contained in pots, baskets or similar containers;	bilit
	they are a permanent structural improvement;	
	m) any <b>Watercraft</b> or <b>Watercraft</b> motor over 10 hp or that are more than four meters in length, with an individual or combined value of more than \$10,000 when new;	
	n) jet skis or other <b>Watercraft</b> that require registration under state or territory legislation; and	EXC
	<ul> <li>any Vehicle or Motor Cycle (other than what is prescribed above under what is Home Contents);</li> </ul>	

Word(s)	Meaning
npact	a collision of two or more objects.
demnity Value	the value of <b>Home Buildings, Home Contents, Portable Effects</b> or <b>Farm Property</b> at the time of loss or damage taking into consideration the age, condition and state of repair.
put Tax Credit	the Input Tax Credit according to the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
ternet Operations	<ul> <li>a) use of electronic mail systems by You, Your Employees or any person who has Your permission;</li> </ul>
	<li>b) access through Your network to the internet by You, Your Employees, or any person who has Your permission;</li>
	<ul> <li>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</li> </ul>
	d) the operation and maintenance of <b>Your</b> website.
dslide	Downward movement of sloping ground.
it of Liability	means the maximum amount/s payable for any and all claims under this Policy set out in <b>Your Schedule</b> as the <b>Limit of Liability</b> for the particular cover provided under the relevant Section.
vestock	means all animals which <b>You</b> own or for which <b>You</b> are responsible and which are used in the day-to-day operation of <b>Your Farm Business</b> . Livestock does not include any domestic animals or pets (including working dogs), fish, crustaceans, oysters, or any other animals used in acquaculture farming. Unless stated otherwise in <b>Your Schedule</b> , the most We will pay for any one animal is the lesser of <b>Market Value of</b> <b>Livestock</b> and the values below:
	- \$2,500 for small stock (sheep, goats, pigs, ostriches/emus)
	<ul> <li>\$200 for domesticated poultry (other than ostriches/emus)</li> <li>\$5,000 for large stock (cattle and buffalo, horses, camels, deer, donkeys and alpacas/lamas)</li> </ul>
lware 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".
arket 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.
rket 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 <b>Livestock</b> levies.
odel Aircraft	means a small sized, unmanned Aircraft replica flown solely for toy, hobby, leisure, sporting or recreational purposes. <b>Model Aircraft</b> does not include:
	<ul> <li>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;</li> </ul>
	<ul> <li>b) balloon or kite;</li> <li>c) any Aircraft used in breach of any CASA regulations or any other regulations or Council safety laws.</li> </ul>
oney	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.
otor Cycle	a motorised bike or <b>Vehicle</b> on which the rider typically sits astride in order to drive. It includes motorbikes, quadbikes, and tricycles.

Word(s)	Meaning	
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. <b>Motor</b> <b>Vehicle</b> does not include <b>Aircraft</b> .	
Occupied	Means <b>Your Home Buildings</b> are comfortably habitable and <b>You, Your Family</b> or someone with <b>Your</b> consent has resided in <b>Your Home Building</b> overnight.	
	We will regard Your Home Building as occupied if it:	
	a) is connected to the electricity supply and has hot and cold running water; and	
	<ul> <li>contains a functioning refrigerator, at least one bed/mattress, a dining table, chair and some additional furniture.</li> </ul>	
Occurrence	an event during the <b>Period of Insurance</b> (including continuous or repeated exposure to substantially the same general conditions), which results unexpectedly and unintentional from <b>Your</b> standpoint in <b>Personal Injury</b> or <b>Property Damage</b> which <b>You</b> neither expected nor intended to happen. All <b>Personal Injury</b> or <b>Property Damage</b> or <b>Advertising Injury</b> resulting from one original cause will be treated as being caused by the one <b>Occurrence</b> .	
Period of Insurance	the period shown in Your Schedule defining the period of cover.	
Policy and/or Terms of Policy	this document, <b>Your Schedule</b> and any future documents issued to <b>You</b> that amends the cover or <b>Your Schedule</b> .	
Schedule	means:	
	a) the <b>Schedule</b> current for <b>Your Policy</b> ; or	
	b) the renewal notice <b>You</b> have paid; or	
	c) the alteration advice sent to <b>You</b> .	
	The <b>Schedule</b> contains details of the types of cover and levels of cover <b>You</b> have selected and any special conditions or endorsements applicable to <b>Your</b> cover.	
ollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or waste.	
Portable Effects	personal items owned by <b>You</b> which are designed to be worn or carried, except for money or firearms.	
Premium	the amount <b>You</b> pay for the cover provided by this <b>Policy</b> , including any taxes and other government charges.	
Proposal	the information <b>You</b> supply to <b>Us</b> that forms part of the basis for <b>Our</b> decision of whether or not to cover <b>You</b> and on what terms. This includes information provided in writing, verbally or by electronic means as part of <b>Your</b> application for <b>cover</b> .	
Rainwater	means rain falling from the sky onto buildings and/or ground.	
Resident	means someone who normally resides with <b>You</b> and who intends to use <b>Your Home</b> <b>Building</b> or <b>Your Farm Building</b> as their primary residence for 90 days or more out of any 120 consecutive days (irrespective of the commencement of the <b>Policy</b> ) during which there is an <b>Occurrence</b> .	
Run-off	Rainwater that has collected on or has flowed across normally dry ground or has overflowed from:	
	a) swimming pools or spas; or	
	b) 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 <b>Home Building</b> or <b>Farm Building</b> 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).	
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.	

Vord(s)	Meaning
Subsidence	downward movement of the ground beneath a <b>Home Building</b> or <b>Farm Building</b> other than by <b>Settlement</b> .
um Insured	the amount(s) You have selected and is/are shown on Your Schedule.
errorism	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.
eft	a person has taken <b>Your</b> property without <b>Your</b> knowledge, prior consent or agreement, with the intention of permanently depriving <b>You</b> of that property.
ol of Trade	<ul> <li>a Vehicle that has a tool, implement, machine or plant attached to or towed by it for:</li> <li>a) digging, scraping, grading, drilling, levelling; or</li> <li>b) lifting, lowering, or supporting any object or person,</li> <li>which is being used by You for Your Farm Business.</li> <li>Tool of Trade does not include Vehicles whilst travelling to or from a worksite,</li> <li>Vehicles that are used to carry goods to or from Your Farm, or private Vehicles.</li> </ul>
otal Loss	where <b>Your</b> insured property is damaged or destroyed beyond economical repair or is lost and irretrievable.
unami	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.
nattended	means not inspected, attended or visited by <b>You, Your Employees</b> or anyone authorised by <b>You</b> .
occupied	means uninhabited by <b>You, Your Employees</b> or anyone authorised by <b>You</b> , for use as a place of residence for eating, drinking and sleeping overnight.
icle	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.
ter	includes <b>Rainwater</b> , snow and sleet.
ercraft	means any vessel, craft or thing (other than a hovercraft) made or intended to float on or in or travel on or through water.
, Us, Our	Ag Guard Pty Ltd ABN 42 168 502 645 as the agent for the insurer. Address: Mezzanine, 126 Willoughby Road, Crows Nest, NSW 2065 Email: info@agguard.com.au
ndmill	means fixed equipment at <b>Your Farm</b> 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.
u, Your, Yours	the person(s), companies, firms or organisations named in <b>Your Schedule</b> as the insured. If more than one person is named as the insured in <b>Your Schedule</b> , <b>We</b> 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.

GENERAL EXCLUSIONS

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