




## Farm Insurance

### Product Disclosure Statement





This Product Disclosure Statement including Policy Wording (PDS) was prepared on 5 October, 2021 and tells you about this Farm Insurance cover to help you decide if this cover is right for you. Version: Allstate Farm PDS 1.2

Any advice provided is general only and does not take into account your individual circumstances. You should carefully read this document as well as other documentation provided to you such as your Insurance Certificate. Keep them in a safe place for future reference

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## IMPORTANT INFORMATION

### Important documents – Product Disclosure Statement including the policy wording (PDS)

This is your policy document and it consists of:

- the proposal form which you will have completed
- this printed PDS which sets out details of what is and what is not covered by this policy;
- your Insurance Certificate which provides details of:
  - who is insured;
  - the cover(s) selected;
  - the period of insurance;
  - the respective sums insured and/or limits of liability;
  - excesses and other important information.

Please take the time to read your PDS and Insurance Certificate to ensure that all details are correct.

Please ensure that your PDS and Insurance Certificate are kept in a safe place.

If you have any questions regarding the PDS or Insurance Certificate please contact your insurance broker/agent.

### Updating the PDS

Information in the PDS may need to be updated from time to time in accordance with changes or requirements and as permitted by law. We will issue You with a new PDS or a supplementary PDS or other compliant documentation as required by law to update relevant information except in limited cases. You can get a copy of the relevant PDS at any time by contacting Us.

Target Market Determination

A target market determination is in place for this product which describes its target market. It can be accessed at <https://allstateunderwriting.com.au/>

### The Insurer

This PDS is issued by HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFS License number 458776) ('HDI Global Specialty') with its registered address at:

Tower 1, Level 33

100 Barangaroo Avenue

Sydney, NSW 2000 Australia.

The Insurer is regulated by the Australian Prudential Regulation Authority ('APRA').

HDI Global Specialty SE is registered in Germany, with its registered office at:

Podbielskistrasse 396, 30659 Hannover, Germany

with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ('BaFin'). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ('Versicherungsaufsichtsgesetz').

You should contact Allstate Underwriting Agencies Pty L (ABN: 51 121 066 180, AFS Authorised Representative Number 00306153) ('Allstate') in the first instance in relation to this insurance.

HDI Global Specialty's contact details are:

Phone: +61 2 8646 8320

Address: Tower 1, Level 33

100 Barangaroo Avenue

Sydney, NSW 2000

### About Allstate

Allstate Underwriting Agencies Pty Ltd (ABN: 51 121 066 180) is an authorised representative (Australian Financial Services Authorised Representative Number 000306153) of Allstate Insurance Pty Ltd (ABN: 82 073 267 053; AFSL 239010).

Allstate Underwriting Agencies Pty Ltd is an authorised representative (ABN: 51 121 066 180, AFS Authorised Representative Number 000306153) of Allstate Insurance Pty Ltd ABN: 82 073 267 053; AFSL 239010 ("Allstate"). Allstate Underwriting Agencies Pty Ltd has been given a binder authority by the Insurer which allows Allstate Underwriting Agencies Pty Ltd to enter into this Policy, to administer it and to handle and settle claims made under it within the terms of the binding authority. In doing so Allstate Underwriting Agencies Pty Ltd acts for the Insurer not you. You should contact Allstate in the first instance in relation to this insurance. If any advice is provided by Allstate it will be general advice only and will not take into account your individual circumstances or financial needs.

Allstate's contact details are:

Phone: 1300 591 947

Address: PO Box 230, Midland DC WA 6936

### Your cooling off rights

You can return your policy to us within 14 days of the commencement or renewal date of your cover, which is documented on your Insurance Certificate.

If we receive your written request to cancel this policy within the 14 days period, we will cancel the policy effective from the commencement or renewal date, and give you a full refund (less any taxes, duties or commissions payable that we are unable to refund).

You cannot use this right where, before the 14 day period ends, you have exercised any of your rights or powers under the policy (e.g. you have made a claim). After the cooling off period ends you still have cancellation rights under the policy. These rights are documented under 'General Conditions that apply to every section of the policy'.

### Flood Cover Exclusion - Farm Property and Home and Contents

We draw your attention to the fact that there is a full flood exclusion applicable to your Farm Property and Home and Contents insurance cover under this policy. You are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of flood.

## GENERAL INFORMATION

### Our Agreement

We agree to provide you with the cover set out in each of the policy sections which you have selected and that are listed on your Insurance Certificate. This cover is in force for the period of insurance set out on your Insurance Certificate. We will cover you for loss, damage and/or liability occurring during the period of insurance, subject to the terms and conditions of the policy.

We will not pay any more than the sum insured or limit of liability for each section shown on your Insurance Certificate unless otherwise stated.

If any loss or damage sustained in an incident leads to a claim under more than one section of this policy you will only have to pay one excess however that will be the highest of the excesses applicable under the sections involved in the claim.

### Who is insured under this policy

The persons or organisations that are covered by this policy are shown on the Insurance Certificate. In this policy, those persons or organisations are referred to as 'you' or 'your'.

If the policy has been issued in the name of an individual person or persons it will also cover the policy holder's spouse and any person living at the insured location who lives with, and is a family member of, the policy holder or the policy holder's spouse.

We will extend the policy to cover other persons or organisations requiring cover under this policy if you have advised us of them, and we have named them on the Insurance Certificate. All persons or organisations covered by the policy have to comply with the terms of the policy. We may refuse to pay a claim or reduce the amount we pay if you or any person covered by the policy does not comply with the terms of this policy.

### Words with special meaning

Some words used in this policy have special meaning. Where the meaning of the word applies to a single section, that meaning will appear at the start of that section. A list of words which have the same meaning throughout the document appears under the section "Words with special meaning".

### Financial claims scheme

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

## GENERAL CONDITIONS THAT APPLY TO EVERY SECTION OF THE POLICY

You must comply with any conditions of this policy such as the conditions detailed below and the conditions applicable to the making of a claim. If you do not, your policy may not operate and we may reduce or refuse to pay a claim and cancel your policy.

### Your obligations

You must keep your building and contents and other insured property in good condition and repair and always protect them as far as reasonably practicable. Any loss or damage caused by poor maintenance is not covered under this policy.

You must also make reasonable efforts to protect your building and contents and any other insured property from any loss or damage. If you make a claim and knew about something that could cause loss or damage to your property and you did not make reasonable efforts to avoid it before the loss or damage occurred, then your claim may not be paid.

If you do suffer loss or damage to your property, you must also make reasonable efforts to prevent any further loss or damage.

You must obtain and maintain certificates of inspection for all equipment where this is required by any statute or regulation.

You must also use or store all hazardous, flammable, gaseous or toxic materials as required by any relevant law, statute or regulation.

If you do not comply with your obligations we may refuse to pay part of or all of your claim.

### Your Duty to take Reasonable Care not to Misrepresent

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of your knowledge, including where We ask You to confirm or update information that You have previously given to US when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask are clear and easy to understand.

If You are unclear of any particular question or would like us to explain it to you, please get in touch with us and we will explain this to you.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your contract or reduce the amount We will pay You if You make a claim, or both. It is therefore vital that you be honest and specific in Your responses. If Your failure to tell Us is fraudulent, We will refuse to pay a claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

## Renewal

Where we offer renewal, we may, in addition to or instead of asking specific questions, give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change.

If you do not tell us about a change to something you have previously told us, You will be taken to have told us that there is no change.

## What You do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

## If You do not tell Us something

If you do not tell us anything you are required to tell us, 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.

## Precautions you must take

You must take all reasonable precautions for the care, safety, protection and maintenance of your property and comply with all statutory obligations, by-laws and regulations imposed by any public authority. If you do not comply with this condition and loss or liability results, we may be able to reduce the amount we pay you.

## Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this policy we will not cover you under this policy for that loss, damage or liability.

## Your premium

Your premium is the amount that you have agreed to pay to us for your policy. On receiving your application for insurance we will advise the premium. Your premium is based on our assessment of risk, including the covers you choose, the property and values you select, policy limits and excesses and your insurance history. Your premium includes allowances for government charges, taxes or levies on your policy. Your policy will not operate until you have paid your premium by the due date.

The premium is payable when you take out a new policy and when you renew your policy. If you make changes to your policy you may need to pay an additional premium or you may be entitled to a refund. If your premium payment is dishonoured by your financial institution this policy will not operate and you will not be covered in the event of a claim.

## Renewing your insurance

At least 14 days before your insurance expires we will send you a notice advising whether we are prepared to offer renewal of your insurance and if so, the terms on which renewal will be offered. You are not obliged to renew your insurance with us.

## Evidence of value

Please retain receipts of purchase or proof of the value of all property insured under this policy so that you can prove the amount of any loss if you have to claim under this policy.

## Changes that may affect your policy

If there is any change or alteration to the information you have advised us of, you must notify us in writing as soon as practicable. Any change or alteration you propose to make only becomes effective when we agree to the changes and you agree to pay any additional premium where required.

You must advise us of any changes before you renew your policy. For example, we require information about:

1. change of farming activity;
2. any criminal convictions you, or persons who normally work with you, have recorded;
3. any deterioration in the condition of property;
4. alteration to any building which affects its safety or structural integrity;
5. any changes in the occupancy such as if the property becomes unoccupied, or effectively ceases to be a working farm.

This is a requirement of 'Your Duty to take Reasonable Care not to Misrepresent'. If you do not fulfil your duty to take Reasonable Care not to Misrepresent we may refuse to pay part or all of a claim.

## Cancellation by you

You may cancel the policy at any time by notifying us in writing. We will refund the unused proportion of your premium less any commissions, taxes and charges that we are unable to recover.

## Cancellation by us

We may cancel the policy in certain circumstances provided by the Insurance Contracts Act 1984, (as amended), by giving you notice in writing. Some examples are:

1. if you do not pay the premium;
2. if you do not comply with your duty to take Reasonable Care not to Misrepresent;
3. if you make a misrepresentation to us before the issue of the policy;
4. if you do not comply with a provision of the policy;
5. if you make a fraudulent claim under the policy or some other policy (whether with us or another insurer);
6. if you do not comply with your duty of utmost good faith.

Notice of cancellation can be delivered personally or posted to your address as shown on the current Insurance Certificate. It will be effective at the time shown on the notice of

cancellation or when you have taken out cover with another insurer, whichever occurs first.

### Discharge of liabilities

At any time we can pay to you or on your behalf, for all claims made against you for any one occurrence:

1. limit of liability of the section under which the claim is made, after deducting any amounts already paid;
2. 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.

### Fraudulent claims

If you make a claim under this policy which you know is fraudulent in part or in its entirety, we will deny that claim and may have rights to void the policy in its entirety.

### Goods and Services Tax (GST)

If you are entitled to an input tax credit on any part of the premium you paid for this policy, the sums insured and any sub limits or limits of liability stated in the policy are exclusive of GST to the extent of your input tax credit entitlement.

If you are not entitled to an input tax credit on your policy premium, all sums insured, sub limits or limits of liability stated in the policy are GST inclusive.

In situations where we make a cash payment to you for the purchase of goods or services for which you are entitled to claim an input tax credit, we will only pay you an amount that is equal to your net cost i.e. your cost after claiming input tax credits.

The policy does not cover any amount of GST, or any fine, penalty or charge that you are liable for because of a failure to disclose or a misstatement made by you, in relation to your entitlement to an input tax credit for the premium. You must tell us if you become aware that the extent of your entitlement to an input tax credit for your premium disclosed to us is incorrect.

### Jurisdiction

All disputes arising out of or under this policy will be subject to determination by any court of competent jurisdiction within Australia according to the law applicable to the jurisdiction.

### 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. You must pay the amount of any excess shown on your Insurance Certificate for each claim you make. If more than one excess can be applied to one occurrence, then you will only need to pay the highest excess.

### Other insurances

At the time you make a claim, you must give us written notice of any other insurance covering the property or legal liability which may also apply to your claim. When a loss paid under this policy is also recoverable under another policy and we have paid more than our rateable share, we reserve the right to seek contribution from the other insurer or insurers.

### Pairs, sets or collections

If any article is part of any pair, set or collection and is lost or damaged, we will not pay for more than the actual value of the lost or damaged article.

### Privacy Statement

HDI Global Specialty and Allstate Underwriting Agencies Pty Ltd are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs). In this section dealing with Privacy, "We", "Our" and "Us" refers to both HDI Global Specialty and Allstate Underwriting Agencies Pty Ltd.

Further information about Our Privacy Policies is available:

- for HDI Global Specialty at: <https://www.hdi-specialty.com/int/en/legals/privacy>
- or by contacting HDI Global Specialty on (02) 8646 8307
- for Allstate Underwriting Agencies Pty Ltd at [www.allstateunderwriting.com.au](http://www.allstateunderwriting.com.au) under quick links
- or by contacting Allstate Underwriting Agencies Pty Ltd on 1300 591 947
- This Privacy Statement outlines why, how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:
- You, if an individual; and
- other individuals You provide information about.



## WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect Your personal information (including sensitive information) so We can:

- underwrite and administer Your insurance cover;
- advise You about and determine what other service or products We can
  - i) provide to You, or;
  - ii) that may interest You.
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You or others, including processing requests for quotes, applications for insurance, underwriting and pricing Policies, issuing You with a Policy, managing claims, claims investigation, handling and settlement;
- maintain and improve Our services and products;
- make special offers or offer other services and products provided by Us or those We have an association with, that might be of interest to You.

You also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Us declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims.

If You choose not to provide Us with the information We have requested, We may not be able to provide You with Our services or products or properly manage and administer services and products provided to You or others.

## HOW WE COLLECT YOUR PERSONAL INFORMATION

Collection can take place by telephone, email, or in writing and through websites (from data You input directly or through cookies and other web analytic tools).

We collect it directly from You or Your agent.

There may, however, be occasions where We collect Your personal information from someone else.

This may include:

- our authorised representatives;
- other insurers;
- our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- our distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners;
- family members; and
- in the case of HDI Global Specialty, personal information provided to them by Allstate Underwriting Agencies Pty Ltd.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of:

- this privacy notice;
- that You will, or may, provide their information to Us and third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information.
- If it is sensitive information We rely on You to have obtained such other persons consent on these matters. If You have not done so, or will not do so, You must tell Us before You provide their relevant personal information.

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## TO WHOM WE DISCLOSE YOUR PERSONAL INFORMATION TO

While underwriting and administering Your Policy, managing Your claims as well as providing services to You, we may disclose Your information to entities to which We are related, insurers, reinsurers, contractors, Our representatives or third party providers providing services related to Us or who are administering Your policy including;

- other insurers and reinsurers;
- banks and financial institutions for Policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;
- Our legal, accounting and other professional advisers;
- data warehouses and consultants;
- investigators, Loss assessors and adjusters;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

We also may need to disclose information to persons located overseas. These countries are listed in Our Privacy Policies and may change from time to time and as may be notified in Our Privacy Policies. You can contact Allstate Underwriting Agencies Pty Ltd or HDI Global Specialty for details or refer to the HDI Global Specialty Privacy Policy or the Allstate Underwriting Agencies Pty Ltd's Privacy Policy available at Our respective websites:

[www.allstateinsurance.com.au](http://www.allstateinsurance.com.au) or

[www.hdi-specialty.com/int/en/legals/privacy](http://www.hdi-specialty.com/int/en/legals/privacy)

## MORE INFORMATION, ACCESS, CORRECTION OR COMPLAINTS

Our Privacy Policies contain information about how You may access and seek correction of personal information We hold about You. In summary, You may request access to Your personal information by submitting a written request to Us.

In some circumstances permitted under the Privacy Act 1988, We may not permit access to Your personal information.

Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to the HDI Global Specialty or Allstate Underwriting Agencies Pty Ltd Privacy Policies. <https://www.hdi-specialty.com/int/en/legals/privacy>

## COMPLAINTS

Our Privacy Policies also contain information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

## CONSENT

Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## CONTACT US AND OPTING OUT

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

Allstate Underwriting Agencies Pty Ltd:

By phone: 1300 591 947

By email: [contact@allstateinsurance.com.au](mailto:contact@allstateinsurance.com.au)

In writing: Privacy Manager, Allstate Underwriting Agencies Pty Ltd, Unit 6A, 27 Old Great Northern Highway, Midland WA 6056

HDI Global Specialty:

By phone: (02)8646 8307

By email: [PrivacyAustralianBranch@hdi-specialty.com](mailto:PrivacyAustralianBranch@hdi-specialty.com)

In writing: Privacy Manager, HDI Global Specialty SE – Australia, Tower 1, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000.

## CONFIRMING TRANSACTIONS

We may agree to send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and Policy communications will be provided to You in this way until You tell Us otherwise or We tell You it is no longer suitable. If We agree to communicate with You electronically, You will need to provide Us with Your current email address and Your Australian mobile phone number. Each electronic communication will be deemed to be received by You at the time it leaves Our information system. You may contact Us in writing or by phone to confirm any transactions under Your insurance if Your adviser does not already have the required Policy confirmation details.

### Single occurrence

We will not pay for loss or damage to property covered by the policy under more than one section of the policy in respect of the same item and occurrence unless the sum insured has been paid out in full under one section and you have not been fully covered for the loss or damage.

## Subrogation rights

We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name any claim for damages, indemnity, contribution or otherwise. We have full discretion in the conduct of any proceedings and in the settlement of any claim. You must give us all such information and assistance as we may reasonably require in defending you or prosecuting in your name.

## Complaints and Dispute Resolution

We are dedicated to providing you with a high standard of service and we want to ensure we maintain these standards at all times. If you feel that we have not offered you a first class service, contact us and tell us and we will do our best to resolve the problem.

You are entitled to make a complaint about any aspect of your relationship with us including the conduct of our agents and authorised representatives. We will attempt in good faith to resolve any complaint/dispute in a fair, transparent and timely manner.

We aim to comply with the General Insurance Code of Practice and any relevant Australian Securities and Investments Commission (ASIC) guidelines.

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, refer your complaint or dispute to Allstate.

You can contact Allstate at:

Phone: 1300 591 947

Email: [contact@allstateinsurance.com.au](mailto:contact@allstateinsurance.com.au)

Mail: PO Box 230 Midland DC WA 6936

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme. If you are not happy with our response, you can refer your complaint to the Australian Financial Complaints Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

You can contact AFCA at:

Phone: 1800 931 678

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

Website: [www.afca.org.au](http://www.afca.org.au)

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

If you require further information, you can access our Complaints and Dispute Resolution Process at Allstate's website at [www.allstateinsurance.com.au](http://www.allstateinsurance.com.au)

## GENERAL CLAIMS CONDITIONS

If an event occurs that is likely to result in a claim, the following conditions will apply. They apply to all sections of the policy. If you do not follow these conditions we may reduce any claim by an amount that fairly represents the extent to which our interests have been disadvantaged.

### First you should:

1. take all reasonable steps to prevent further loss, damage or liability;
2. notify the Police immediately if any of your property is lost, stolen, maliciously or intentionally damaged;
3. advise us of the claim and submit a claim form as soon as reasonably practicable. If you or someone acting on your behalf does not complete and submit a claim form within 30 days of an accident we may reduce the amount we have to pay if the delay causes increased costs or prevents us investigating the claim;
4. provide us with the proof that we may reasonably require regarding stolen or damaged property;
5. help us manage the claim, which may include us:
  - inspecting your property or location;
  - asking you questions in a face to face interview or asking you to provide written statements to us under oath;
6. keep items that have been damaged and allow us to inspect them or assess repair costs;
7. allow us to take possession of damaged property that is the subject of a claim;
8. forward any invoices, bills, demands, letters, summons or notices you receive from other persons or organisations involved in the incident to us as soon as reasonably practicable. If you do not, we may reduce the amount we will pay if the delay causes increased costs or prevents us investigating the circumstances of the claim.

### What you must not do after a loss, damage or an accident

1. admit guilt, fault or liability (except where required by law);
2. offer or negotiate to pay a claim;
3. approve any repairs or arrange replacements (other than emergency repairs necessary to minimise or prevent further loss or damage);
4. dispose of any damaged property.

## GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

You are not covered for any loss, damage or liability caused by or resulting from, or the costs incurred from or of:

### Alteration to risk

Unless our written consent is obtained, we will not cover loss, damage or liability caused or contributed to by any alteration, after the commencement of this policy:

1. in the farming activity carried on, or whereby the nature of the occupation or other circumstances affecting the buildings 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;
2. whereby your interest ceases by will or operation of law;
3. whereby the business is wound up or carried on by an insolvency practitioner or permanently discontinued.

### Bushfire/Named Cyclone

Bushfire/grassfire or named cyclone which occurs within the first 48 hours of the start of this policy unless you:

1. transferred a farm property, Home building and/or contents insurance policy, with equivalent cover, to us from another insurance company without an interruption in cover;
2. have entered into a contract of sale during that period to purchase the insured property;
3. have entered into a contract during that period to lease the property.

### Contracting activities

We will not cover contracting activities that involve the use of explosives, weed spraying or the application of or distribution of hormones, unless we have specifically agreed to provide cover and this is shown on your Insurance Certificate.

### Cyber and Data

We will not cover:

- a. Cyber Loss;
- b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This Exclusion supersedes and, if in conflict with any other wording in the Policy or any Endorsement having a bearing on Cyber Loss or Data, replaces that wording.



For the purposes of this Exclusion:

- i. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- ii. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- iii. **Cyber Incident means:**
  - A. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - B. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- iv. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- v. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### Electronic data

Electronic data, or the cost of rewriting records as a result of loss of electronic data unless directly caused by an event insured under this policy (except accidental damage)

### Wilful or intentional acts

You are not covered for any loss, damage, liability, or costs incurred, caused by or arising from wilful or intentional acts caused directly or indirectly by any actual or alleged:

- dishonest, fraudulent, criminal or malicious act;
- wilful breach of any statute, by law or regulation;
- intentional conduct causing loss damage or liability with reckless disregard for the consequences;

by

- You; or
- a member of your family; or
- any person acting with your express or implied consent or that of a member of your family.

### Unoccupancy

Loss, damage or liability to any location listed in the Insurance Certificate that has been left unoccupied, during any period in

excess of 100 consecutive days, unless you have told us about this and we have agreed to provide cover.

This exclusion shall not apply to loss or damage caused by lightning, riot and civil commotion, damage directly caused by impact by a vehicle, waterborne craft, space debris, aircraft, rocket, satellite, tsunami or earthquake that occurs during the period of unoccupancy.

In respect of the Farm Property and Farm Theft sections, unoccupied means that a farm location has not been used for farm purposes for at least 2 consecutive days.

In respect of the Home Buildings and Contents sections, the building involved is considered to be unoccupied if it is not furnished for comfortable habitation and you or someone with your consent is not residing in the building.

### War, terrorism, nuclear radioactivity

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3. ionising radiation, contamination by radioactivity from any nuclear weapons material, nuclear fuel or waste, or the combustion of nuclear fuel or waste where the combustion is a self sustaining nuclear process.

### Sanctions, Law & Regulations

Notwithstanding any other terms or conditions under this policy, this policy does not provide coverage and we will not make any payments or provide any service or benefit to you or any other parties to the extent that such cover, payment, service or benefit would violate any applicable trade or economic sanctions or laws or regulations of any international body, country or government.

This policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to, by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Flood

This Policy does not cover loss or damage caused by or resulting from, or the costs incurred from or of Flood unless specifically included elsewhere in this Policy. This exclusion does not apply to the "Farm Motor" section.

## Action of the Sea

You are not covered for any loss, damage, liability, or costs incurred, caused by or arising from or in connection with:

- the action of the sea;
- a tidal wave;
- a storm surge;
- a Tsunami.

## Wear and Tear

This Policy does not cover loss or damage caused by, arising from or in any way connected with:

- depreciation
- fading;
- gradual deterioration;
- developing flaws;
- wear or tear.

## Direct application of heat

This Policy does not cover loss or damage to any Property as a result of it undergoing any process involving the deliberate application of heat.

## Mildew, mould and fungi

This Policy does not cover loss or damage to Property arising from mildew, mould or fungi.

## Words with special meaning

Where the words listed below are used in this document, they have the following meaning. If a word is defined in a section of the policy the definition contained in that section applies for that section only.

*acts(s) of terrorism* means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

*aircraft* means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

*application* means the Farm insurance proposal form submitted to us detailing information about the risk.

*Australia* means Australia, its dependencies and territories.

*electronic data* means software programs and information stored on any electronic data storage medium.

*excess* means the amount (which can be either a monetary or time amount) shown on your Insurance Certificate that is payable by you on each and every claim arising out of one event or occurrence under that policy section. If more than one excess is payable under this policy for any claim arising from the one event, the excesses will not be aggregated and the highest single level of excess only will apply.

*farm buildings* mean all fixed structures used in connection with your farm business which are at the location and are listed on your Insurance Certificate including:

- stockyards, races, and pens (but not mobile or portable stockyards or pens);
- services attaching to and forming part of the buildings, including underground services;
- solar panels attached to a building;
- fixed plant and machinery securely attached to the building and not intended to be removed.

Farm buildings do not include:

- fencing, power poles (or the overhead wiring between the power poles);
- cattle grids, roads or driveways of any description;
- farm improvements (as defined below) unless we have agreed to insure them and they are shown on your Insurance Certificate.

*farm business* means all activities connected with the usual running of the business of the farm and incidental farm contracting (where contracting activities do not exceed 35% of the combined annual turnover for your farming business in the financial year prior to the period of insurance).

Where you attend markets and field days, agricultural shows and the like for the sole purpose of representing your business or selling your own produce we will consider this as part of your farm business.

Farm business DOES NOT include activities not connected with the usual running of the farm unless we have agreed to cover these activities and this is shown on your Insurance Certificate.

Please refer to the General Exclusions That Apply To All Sections Of The Policy for contracting activities that we do not cover.

*farm consumables* mean farm stores used in connection with your farm business and include fertilisers, chemicals, sprays, fuel, machinery parts, oil, petrol, diesel and harvested crops grown at your location that have been stored and are available for commercial sale. Farm consumables do not include hay or any grain other than seed that has been retained for your own use.

*farm contents* mean farm plant (including pumps and pump motors) and machinery (not fixed to a farm building or self propelled), farming tools and equipment (not fixed or self propelled), ride on mowers, harvested crops, farm consumables and stores (including semen and embryos stored in a storage container), that you own or for which you are responsible and which are used in connection with your farm business.

Farm contents do not include:

- farm buildings;
- farm improvements;
- hay or grain (however we will cover seed stored for your own use);
- wool which is unbaled;
- growing, standing or unharvested crops;
- livestock, animals, birds or fish;
- mobile self propelled farm machinery or any parts, accessories attached thereto;

- vehicles
- aircraft, watercraft, caravans, trailers or any of their parts or accessories;
- money, bullion, negotiable securities or documents of any kind;
- works of art, curios, antiques, pictures;
- household items, personal effects or valuables, domestic furniture, fixtures or fittings insurable under the Farm home and Farm contents section of this policy irrespective of whether you have or have not taken out that cover.

*farm improvements* mean tanks, silos, windmills, portable stockyards or races, troughs, feeders, irrigation infrastructure (but excluding pumps and pump motors and any infrastructure which is underground), trees or hedges that are not grown as a commercial crop and that are used as windbreaks or for sanitary or soil erosion control purposes.

*farm machinery* means self propelled machinery or machinery capable of being towed, that you use in connection with your farm business.

Farm machinery does not include fixed plant or machinery.

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

1. a lake (whether or not it has been altered or modified);
2. a river (whether or not it has been altered or modified);
3. a creek (whether or not it has been altered or modified);
4. another natural watercourse (whether or not it has been altered or modified);
5. a reservoir;
6. a canal;
7. a dam.

*Insurance Certificate* means the current insurance certificate which has been numbered and issued by or on behalf of us.

*location/s* means the place(s) listed on your Insurance Certificate.

*market value* means the retail value of items of a similar type, age and condition, with adjustment for special features, if any. Used price guides and any other information may be used by us to assist in determining market value.

*period of insurance* means the duration of this policy for the period shown on your current Insurance Certificate, or any renewal period for which the appropriate premiums are paid in each case. Unless otherwise stated the period of insurance commences and ends at 4pm on the days stated as the period of insurance on your Insurance Certificate.

*policy* means this document together with the Insurance Certificate and any applicable endorsements.

*pollutant* means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

*tsunami* means a sea wave caused by a disturbance of the ocean floor or by seismic disturbance.

*watercraft* means any vessel, craft or thing made or intended to float on or in or travel on or through or under water, or any

vessel, craft or device intended to travel on or through the ground or water on a cushion of air provided by a downward blast of air.

*we, us or our* means Allstate Underwriting Agencies Pty Ltd acting on behalf of the Insurer,

*you or your* means any person, partnership or company whose name is set out on your Insurance Certificate. It also includes any named person's spouse whether legal or de-facto and a person living at the insured location who lives with and is a family member of either that named person or their spouse.

## FARM PROPERTY

### Words with special meaning in this section

*accidental* means an unintended and unforeseen happening or event.

*fencing* means internal fences, boundary fences or shared fences, power poles and the overhead wiring between the power poles, gates and accessories. We will only pay for the fencing that you own or for which you are legally responsible for.

Fencing does not include domestic fencing, gates or yards.

*hay or grain* means all crop types (but not while growing) that are harvested, baled, rolled, stacked or stored at the location shown on your Insurance Certificate.

*livestock* means all animals (excluding dogs or pets) that are used in connection with your farming business and that are owned by you.

Cover for livestock is limited to the livestock that is owned by you and that you have elected to insure and which is listed on your Insurance Certificate.

*rainwater* means rain, snow, sleet or hail falling naturally from the sky onto buildings or the ground.

*storm* means a disturbance in the air above the ground with strong winds and/or rain, snow, sleet or hail.

*Unspecified farm buildings* means all farm buildings not otherwise specified in the Insurance Certificate that are used in your farm business and located at the situation shown in the Insurance Certificate.

*Unspecified farm improvements* means farm improvements not otherwise specified in the Insurance Certificate that are used in your farm business and located at the situation shown in the Insurance Certificate.

*Unspecified farm improvements* means items of farm machinery that are not otherwise specified in the Insurance Certificate.

*water* includes snow, sleet or hail.

*wool* means your shorn wool listed on your Insurance Certificate anywhere in Australia except whilst In transit.

### Limits to the amounts we will pay

#### Farm machinery

Cover for farm machinery is limited to the machinery that you have elected to insure and which is listed on your Insurance Certificate.

#### Farm improvements

Cover for farm improvements is limited to the improvements that you have elected to insure and which are listed on your Insurance Certificate.

#### Unspecified farm buildings

If your Insurance Certificate indicates that you insured unspecified farm buildings the most we will pay for any one unspecified farm building is the lesser of \$20,000 or the sum insured shown on your Insurance Certificate or its indemnity value. The most we will pay for all claims involving unspecified

farm buildings is the sum insured shown on your Insurance Certificate.

#### Unspecified farm improvements

If your Insurance Certificate indicates that you insured unspecified farm improvements the most we will pay for any one unspecified farm improvement is the lesser of \$20,000 or the sum insured shown on your Insurance Certificate or its indemnity value. The most we will pay for all claims involving unspecified farm improvements is the sum insured shown on your Insurance Certificate.

#### Unspecified farm machinery

If your Insurance Certificate indicates that you insured unspecified machinery the most we will pay for any one unspecified farm machinery item is the lesser of \$20,000 or the sum insured shown on your Insurance Certificate or its indemnity value. The most we will pay for all claims involving unspecified farm machinery is the sum insured.

#### Hay or grain

Cover for hay or grain is limited to the hay or grain that you have elected to insure and which is listed on your Insurance Certificate.

#### Semen and embryos

Cover for semen and embryos is limited to fire only. Unless we agree (and it is shown on your Insurance Certificate) the most we will pay will be the lesser of \$10,000 or the sum insured shown on your Insurance Certificate for Farm contents for claims for semen and/or embryos.

### What we cover

#### Insured events

We will cover you for loss or damage directly caused by the following insured events:

#### Fire, lightning or explosion

We will not pay for loss or damage:

- to boilers or other pressure vessels and their contents caused by explosion;
- to property which is insured by any other insurance policy covering boiler explosion, except for any amount beyond that payable for damage to that property under the other policy;
- lightning damage to electrical motors unless you can provide evidence that lightning was clearly the sole cause of the damage;

#### Earthquake, tsunami or volcanic eruption

Earthquake, tsunami, subterranean fire, volcanic eruption, or fire occasioned by or in consequence of earthquake, tsunami, subterranean fire or volcanic eruption.

We will not pay for the first \$10,000 or 1% of the item sum insured (whichever is the lesser) of each claim caused by earthquake, tsunami, subterranean fire or volcanic eruption. You only have to pay one excess if further damage occurs within 72 hours of such an event. We will not cover you for damage caused by flood.



## Impact

Impact:

- by a vehicle, aircraft or watercraft;
- by space debris or debris from an aircraft, rocket or satellite and other aerial devices;
- by animals, excluding animals kept at the location;
- as a direct result of falling trees or part of a tree, but excluding damage caused by you or a person acting with your express or implied consent while cutting down trees or removing tree branches;
- by a mast, aerial, antenna or satellite dish that has broken or collapsed, but excluding loss or damage to the mast, aerial, antenna or satellite dish itself.

We do not cover impact damage to your own vehicles, your own farm machinery or vehicles or farm machinery in your care custody or control.

We do not cover impact damage to livestock.

## Riots and strikes

The acts of persons taking part in riots, civil commotion, strikes or lockouts or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, but excluding:

- damage caused directly or indirectly by total or partial cessation of work;
- the retarding or interruption or cessation of any process or operation.

## Malicious damage and vandalism

The acts of vandals or persons of malicious intent, including persons carrying out a theft or attempted theft.

We will not cover loss or damage caused by:

1. tenants;
2. you or anyone acting with your consent;

We will not cover theft of any of your property under this insured event.

## Storm, rainwater or water damage but not loss or damage

- to textile blinds and awnings, shade cloth, shade houses, tunnel house or shelters, glasshouses (and the like), or to any textile, plastic, canvas or tarpaulin material unless we have specifically agreed to provide cover and this is noted on your Insurance Certificate;
- to buildings whilst they are being built unless they have all walls, windows, doors and roofs completely fixed;
- growing crops, trees or any other plants;
- caused by water seeping or percolating through walls, floors or roofs;
- caused by water entering your building through an opening made for any building alterations, renovation or repair work;
- caused by sea, tidal wave, high water, flood, erosion, subsidence, landslide, mudslide or settling;
- caused by steam or condensation;
- to property in the open air unless that property is designed to function without the protection of walls or roofs;

- to gates, fences, signs and retaining walls;
- to farm consumables (including those covered under the definition of farm contents) however this exclusion shall not apply where the consumables have been stored in a building, where that building has been damaged by storm, rainwater or water and where that damage has allowed the consumables to be damaged;
- to hay or grain unless it is stored in a building and only if the building has been damaged by storm, rainwater or
- water and that damage has allowed the hay or grain to be damaged;
- to livestock.

## Accidental loss or damage

We will cover you for accidental loss or damage to your farm buildings, farm contents, farm improvements or your farm consumables up to the limit shown for each category on your Insurance Certificate provided that the accidental loss or damage is not already covered by or is able to be insured by or is not excluded by any other section of the policy, whether or not you have elected to insure under any or all of these sections.

## What we do not cover under Accidental loss or damage

We will not cover accidental loss or damage caused by or involving:

1. fermentation, heating or any process involving the application of heat;
2. roots from trees;
3. rust or oxidation, mildew, mould, wet or dry rot, corrosion, change of colour, atmospheric conditions or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish;
4. deterioration and putrefaction of refrigerated goods;
5. loading or unloading, delivery or dispatch;
6. faulty packaging or storage;
7. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical device or temperature controlling equipment;
8. contamination or pollution;
9. wear, tear, fading, scratching, marring, gradual deterioration, normal upkeep or making good;
10. error or omission in design, plan or specifications or failure of design;
11. theft;
12. fraud or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
13. unexplained inventory shortage, unexplained disappearance, disappearance resulting from clerical or accounting errors or shortage in supply or delivery of materials to or from you;
14. loss or damage to:
  - farm machinery, vehicles, caravans, trailers, motorcycles, watercraft, aircraft or aerial devices;
  - fencing, hay or grain, livestock;
  - property insured during and as a result of its processing;

- property insured during construction, erection, renovation or demolition;
  - property in transit.
15. termites, insects, vermin, moths or by the pecking, clawing, eating or nesting by birds and/or other wildlife;
  16. faulty materials or faulty workmanship;
  17. any order of government, public or local authority including the confiscation, nationalisation, requisition, repossession of or damage to any property;
  18. computer virus;
  19. loss or damage to property directly or indirectly caused by or contributed to by normal settling, seepage, shrinkage or expansion in buildings, foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;
  20. any person deliberately switching off or disconnecting the power supply;

## How we will pay your claim

### Indemnity

If your Insurance Certificate shows the basis of settlement as 'Indemnity' we will pay up to the relevant sum insured, or any lesser limit that applies, to repair, reinstate or replace the damaged or destroyed farm building or item to the condition it was in immediately before the destruction or damage occurred. In assessing the indemnity available we will deduct an amount for wear, tear and depreciation irrespective of whether the farm building or item is partially damaged or totally destroyed.

Where your Insurance Certificate does not show that the basis of settlement is "Indemnity" claims will be settled as follows:

### Farm buildings

If your farm buildings are insured and we agree to pay a claim, we will pay up to the relevant farm building sum insured, or any lesser limit that applies, less any applicable excess.

Any destruction or damage to your farm building caused by an insured event will be repaired or rebuilt as new. Any cash settlement will be at our discretion and will be based on the lesser of:

1. the cost of rebuilding or replacement less an allowance for depreciation based on the age and condition of the farm building before the destruction or damage; or
2. the pre-damage value less the damaged value of the property.

We will only pay to repair or rebuild that part of your farm building that was damaged. We do not cover any additional expenses to replace undamaged parts of your farm building to create a uniform appearance.

Where the original materials used to build your farm building are not readily available in Australia, we will pay for the cost of materials we believe to be of a similar kind or quality.

### Farm contents

If your farm contents are insured and we agree to pay a claim, we will pay up to your farm contents sum insured, or any lesser limit that applies to the property, less any applicable excesses.

If your farm contents are lost or damaged by an insured event we will repair or replace any lost or damaged item or, at our discretion, pay you the reasonable cost of repairing or replacing the item based on the amount that it would have cost us to replace it provided the cost is available to or actionable by you.

Where we can we will match materials and contents or where this is not possible, use materials and contents that in our opinion match as near as reasonably possible.

### Farm consumables, hay and grain, wool and livestock

If your farm consumables, hay, grain, wool or livestock are insured and we agree to pay a claim, we will pay what you would have received for the sale of the consumables, hay, grain, wool or livestock at the time of the event which caused the damage or destruction. If the damaged or destroyed items were for your own use we will repair or replace the items or, at our discretion, pay you the reasonable cost of repairing or replacing the items based on what it would cost us to repair or replace the items provided that cost is available to or actionable by you.

Our settlement will not exceed the sum insured shown on your Insurance Certificate for these items at the location at which the loss or damage occurred. Our settlement will be reduced by any residual sale value remaining for the damaged consumables, produce, hay, grain or wool immediately following the damage.

### Farm machinery

If your farm machinery is insured and we agree to pay a claim, we will settle that claim on an indemnity basis up to the relevant sum insured or any lesser limit that applies to the damaged property. Our indemnity settlement will be based on the cost to repair or replace the damaged property less an amount for wear, tear and depreciation.

### All other property

If we agree to pay a claim for any other property that does not fall into the above categories we will pay for the cost of repair or replacement up to the relevant sum insured or any lesser limit that applies to the damaged property.

## Additional benefits - farm buildings and farm contents

Unless specified below these benefits are paid in addition to the sum insured shown on your Insurance Certificate.

When your Insurance Certificate shows that you have selected cover for farm buildings and/or farm contents we will pay the following additional benefits:

### New buildings and building alteration - farm buildings

Where your Insurance Certificate shows that you have insured farm buildings we will cover you, for fire only, for:

- any new farm building from the time construction starts until it is completely constructed; or
- any alterations or additions to an existing farm building that you have insured.

The most we will pay for this additional benefit is \$250,000 for any new building or \$50,000 for an alteration or addition to an existing farm building.

Cover under this additional benefit ceases on the expiry date of your policy if it is not renewed.

### **Extra cost - farm buildings**

We will also pay up to 20% of the sums insured for the extra cost of reinstatement of damaged insured property, necessarily incurred by you to comply with the requirements of any statute or regulation or of any municipal or statutory authority, provided that:

1. we will not pay for any additional cost incurred in complying with any requirement which you were required to comply with prior to the damage being sustained;
2. we will only pay an equitable portion of these costs if the cost of reinstatement of the damage to insured property is less than 50% of the cost that would have been incurred in reinstating the whole property if it had been totally destroyed;
3. the farm building(s) sum insured has not already been exhausted;
4. there is no cover for these costs if you have selected the 'Indemnity' basis of settlement.

### **Removal of debris**

We will pay for the cost of removal, disposal, cleaning up or storage of debris or demolition, dismantling, shoring up or any temporary repairs to any item of farm property. We will pay up to 10% of the sum insured for the damaged item of farm property and this will be paid in addition to the sum insured shown on your Insurance Certificate if the sum insured for that item is exhausted.

Where a sub limit is applicable as shown on your Insurance Certificate this benefit will apply subject to the sub limit and not the total sum insured shown.

### **Professional fees and legal costs**

Provided that the sum insured for the damaged property has not been exhausted we will cover architects, surveyors and legal fees, up to a maximum of 10% of the sums insured or \$15,000 whichever is the lesser, that are necessarily incurred in the repair or reinstatement of damage to your property following loss or damage caused by an insured event.

### **Firefighting costs**

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

1. extinguishing fire at, near, or threatening to spread to the insured location;
2. preventing or lessening the effect of such fire;
3. gaining access to the insured location after the fire has occurred;
4. replenishing fire fighting equipment.

### **Overtime rates**

If it is necessary to carry out urgent repair or reinstatement work at overtime rates or on public holidays, we will pay the reasonable extra charges for that work.

This includes express freight charges within Australia (by a scheduled air or road carrier) for up to 50% in excess of the usual cost of that express freight.

### **Search and find**

We will pay up to \$10,000 for the reasonable costs of locating the source of loss or damage caused by bursting or leaking of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water. We will only pay this cost if the damage caused by the bursting or leaking has resulted in a claim that we agree to pay.

### **Temporary protection**

When a farm building has been damaged or destroyed by an insured event and we agree to pay your claim we will also pay for the cost of temporary repairs, up to a limit of \$5,000 that may be required to secure the farm building and safeguard other farm property from further loss.

### **Contamination of milk**

If your Insurance Certificate indicates that you have insured farm contents, we will pay for the deterioration of milk at the location occurring during the period of insurance as a direct result of the inability to transport your milk from the location due to a road in the vicinity of the location becoming impassable as a result of the events listed below:

- fire or explosion;
- lightning;
- earthquake, subterranean fire, volcanic eruption or tsunami;
- storm, rainwater or wind.

We will also pay if the milk is contaminated by an accident or by a malicious act at the location.

The amount we will pay will be the average value per litre that you were paid over the last 10 days prior to a claim.

The most we will pay will be \$10,000 (or the sum insured shown for farm contents, whichever is the lesser) for any one occurrence during any one period of insurance.

### **Employee's clothing and tools of trade**

Where your Insurance Certificate shows that you have selected farm contents cover, we will pay up to \$10,000 for each insured event that causes loss or damage to your employee's tools, equipment, personal effects or clothing that are not otherwise insured.

### **Rewriting of records**

Where your Insurance Certificate shows that you have selected Farm contents cover, we will pay up to \$10,000 for clerical costs you incur in rewriting documents other than computer records as a result of destruction caused by an insured event.

### **Property temporarily removed**

We will cover loss or damage caused by an insured event to farm contents and farm machinery that have been temporarily removed from the insured location to another location elsewhere in Australia.

There is no cover under this Additional benefit for loss or damage to farm contents and farm machinery while they are in the open air or while they are in transit or if they have been removed from the location for a period exceeding 60 days.

We will NOT cover:

1. livestock, wool, hay, grain or any other produce;
2. motor vehicles or self propelled machinery whether they are capable of being registered or not.

The maximum amount we will pay for this benefit is \$50,000 or the sum insured shown for farm contents, whichever is the lesser.

### **Additional benefits - livestock**

This additional benefit is payable provided the sum insured shown in your Insurance Certificate for livestock is not already exhausted.

### **Theft**

Where your Insurance Certificate shows that you have insured livestock, we will pay up to \$2,000 or the sum insured shown in your Insurance Certificate shown for the proven theft of your livestock. The most we will pay for any one animal is \$1,000.

### **Working Dogs**

Where your Insurance Certificate shows that you have insured livestock, we will pay \$1,000 or the sum insured shown in your Insurance Certificate for the accidental death or proven theft of your working dog. A working dog for the purposes of this section is a dog less than 6 years old that is used in connection with your farm business. It does not include dogs that are kept as domestic pets. No deductible will be applied to claims for working dogs.

## **FARM INTERRUPTION**

### **Words with special meaning in this section**

*accountant* means a professional accountant to be appointed by both you and us.

*agistment income* means the money you receive for agistment farm animals on your farm.

*farm income* means the money that you receive for your farm produce less the cost to you of those materials that you bought to produce them.

*indemnity period* means the period beginning with the occurrence of the loss or damage and ending not later than the period stated on your Insurance Certificate during which the farm income will be affected in consequence of the loss or damage.

### **What we cover**

#### **Farm income**

We will pay up to the sum insured shown on your Insurance Certificate for loss of farm income arising from loss or damage to property that is insured under the Farm Property or Theft sections of this policy. We will only pay a claim for loss of farm income if we have agreed to pay a claim for damage to farm property or would have agreed to pay a claim except for the application of an excess.

#### **Agistment income**

We will pay up to the sum insured shown on your Insurance Certificate for loss of agistment income arising from fire damage to your pastures or fencing. We will only pay if the fire damage to the pastures or fencing necessitated the removal of the agisted stock to another farm.

If you have selected 'Agistment income' cover we will also pay additional agistment and fodder costs (including related transport and droving costs) that are reasonably incurred as a result of fire damage to pastures or fencing at the location. Our payment for these extra costs will be limited to the sum insured listed for this cover on your Insurance Certificate.

#### **Extra costs**

We will pay the extra costs that you incur in maintaining your farm business activities (including the loss of agistment income) at the location on the same basis as the twelve months preceding the loss or damage to property, other than farm machinery, that is insured under the Farm Property or Theft sections of this policy.

Where your Insurance Certificate shows that you have selected cover for Extra Costs - Machinery, we will also pay the extra costs you incur to maintain farm business activities at the location following fire damage to tractors or self propelled mechanical harvesters where you have taken the Comprehensive insurance option under the Motor Vehicle section of this policy. Following fire damage to tractors or self propelled mechanical harvesters, we will not pay for costs incurred for the first 2 days following a loss and the most we will pay will be the lesser of \$20,000 or the sum insured shown on your Insurance Certificate.



## What we do not cover

We will not pay any claims:

1. if you decide to stop farming or you do not restart farming activities after an interruption;
2. if the loss or damage occurred after the business had been dissolved, wound up, sold or was in liquidation or receivership;
3. for loss of agistment income if you decide not to restore your pastures or you do not repair or replace your fencing;
4. for extra costs if you decide not to repair or replace the damaged property.

## How we will pay your claim

Any claim for loss of farm income or agistment income will be calculated by comparing the income you earned for these items during the indemnity period and the income you earned during the corresponding period in the twelve months immediately before the interruption occurred.

When undertaking this comparison we will make adjustments to allow for:

1. business fluctuations;
2. any savings that result from the interruption;
3. situations where the indemnity period exceeds twelve months;
4. situations where you have not been farming for the full twelve months before the loss took place.

Any claim for extra costs will be limited to costs that minimise loss of farm income or agistment income. These costs are only paid if they are incurred during the indemnity period, they are reasonable and they do not exceed the savings made.

## Special conditions

(In addition to the 'General Conditions that apply to every section of the policy').

### Notification

As soon as practicable after the happening of loss or damage which results in a claim under this section you are required to either:

- a. deliver to us a written statement of claim certified by an accountant and to make available to us all books and records (including access to data stored on media) necessary for verification of that claim; or
- b. make available to us all books and records (including access to data stored on media) necessary for verification of that claim.

### Limitation

Our total liability during any one period of insurance or for any claim arising out of the one event or series of events arising directly or indirectly from one source or original cause, in respect of each item shown on your Insurance Certificate, will not exceed the sum insured shown on your Insurance Certificate for that item.

## THEFT

### What we cover

Theft cover - Farm buildings, farm improvements, farm contents and farm consumables.

If your Insurance Certificate indicates that you have taken this cover we will pay up to the relevant limit shown for theft of farm buildings, farm improvements, farm contents and farm consumables at the location.

We will not cover loss or damage caused by theft:

1. of property that can be covered under another section of this policy;
2. that is in any way contributed to by dishonest acts by you, your directors, partners, employees or any members of your family.

### Theft cover - Farm machinery

If your Insurance Certificate indicates that you have taken this cover we will pay up to the Theft of Farm machinery limit shown for theft or attempted theft of machinery at the location.

We will not cover theft or attempted theft that is any way contributed to by dishonest acts by you, your directors, partners, employees or any members of your family.

### Optional benefit - Portable Items and farm contents away from a nominated location

If your Insurance Certificate indicates that you have taken this cover we will cover you for theft anywhere in Australia of your farm contents that are normally contained in your farm buildings.

We will not cover loss or damage caused by theft:

1. of property that can be covered under another section of this policy or which is insured elsewhere;
2. of watercraft including their spare parts and accessories;
3. that is in any way contributed to by dishonest acts by you, your directors, partners, employees or any members of your family.

The most that we will pay for any one item under this Optional benefit is \$5,000 unless the item is listed on your Insurance Certificate with a specific sum insured.

The maximum amount that we will pay for any one event is the sum insured shown for portable items cover on your Insurance Certificate.

### How we will pay your claim

Any claim for theft will be settled in the same way that we would settle a claim under the Farm Property section of this policy. Please refer to the Farm Property Section "How we will pay your claim".

## FARM LIABILITY

### Words with special meaning in this section

*geographic limits* means:

1. anywhere in Australia and its external territories;
2. elsewhere in the world, but only:
  - overseas business visits by you and any of your directors or employees but not where they perform or supervise manual work;
  - any part of the world to which your products are exported except products you know have been exported to the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied.

*occurrence* means an event that occurs during the period of insurance within the geographic limits which results in personal injury or property damage, neither expected nor intended from your standpoint. All personal injury or property damage, arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one occurrence.

*personal injury* means:

- bodily injury (including death and illness), disability, shock, fright, mental anguish, mental injury;
- wrongful entry, wrongful eviction, wrongful detention, false arrest, wrongful imprisonment or malicious prosecution;
- a publication or utterance of a libel or slander or other defamatory or disparaging material;
- assault not committed by you or at your direction unless the assault occurred while preventing personal injury or property damage.

*property damage* means physical damage to, loss or destruction of tangible property including any resulting loss of use of that property.

*your products* means any goods, products and property after they have ceased to be in your possession or under your control which are, or have been deemed to be, manufactured, grown, extracted, produced, processed, constructed, erected, installed, repaired, serviced, treated, labelled, handled, sold, supplied, re-supplied or distributed by you (including any packaging or container thereof other than a vehicle). Your products also includes the design, formula, specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which, by law or otherwise, you are deemed to have manufactured in the course of the business including discontinued products.

### What we cover

We will cover your legal liability to pay compensation for:

- personal injury,
- property damage;

which happens within the geographic limits during the period of insurance and is caused by an occurrence in connection with your farm business.

### Limit of Liability

Our maximum liability in respect of any claim or any series of claims for personal injury or property damage caused by or arising out of one occurrence will not exceed the limit of liability stated on your Insurance Certificate, other than the cover provided in 'Defence of claims'.

Our total aggregate liability during any one period of insurance for all claims arising out of your products will not exceed the limit of liability, other than the cover provided in Additional benefits paragraph 'Defence of claims'.

### Additional benefits

#### Defence of claims

With respect to the indemnity provided by this policy, we will:

1. pay all expenses incurred by us, all costs taxed against you in any such suit, and all interest accruing after entry of judgment until we have paid, tendered or deposited in court such part of the judgment as does not exceed our limit of liability;
2. reimburse you for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with our consent;
3. pay reasonable expenses incurred by you for first aid to others at the time of personal injury caused by an occurrence. We will not pay any benefits which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act, 1953 (Cth);
4. pay reasonable expenses incurred by you for temporary protection of damaged, or undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof.

Provided that:

1. we will not be obliged to pay any claim or judgment or to defend any claim or legal action after the limit of
2. liability has been exhausted by payment of judgments or settlements;
3. if a payment exceeding the limit of liability has to be made to dispose of a claim, our liability to pay any costs, expenses and interest will be limited to that proportion of those costs, expenses and interest as the limit of liability bears to the amount paid to dispose of the claim.

The amount incurred, except for payments in settlement of claims, suits and all costs awarded against you, are payable by us in addition to the limit of liability, provided that the matter is subject to the laws applicable outside the United States of America or Canada. Our maximum limit of liability for personal injury, property damage and legal costs for matters involving the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied, will be the limit of liability shown on your Insurance Certificate.

### Crop and weed spraying

We will cover your legal liability for loss or damage caused by spraying of fertiliser, herbicides and insecticides undertaken by you or your employees from a ground based system at the location.

Notwithstanding the exclusion headed 'Aerial application' we will also cover your legal liability for the spraying of fertiliser, herbicides and insecticides at the location by an independent contractor from a plane or helicopter however we do not cover any of the liability of the independent contractor.

### **Property in your physical and legal control**

We will cover your legal liability, up to the applicable limit, for damage to:

1. premises (including landlords fixtures and fittings) which are leased or rented to you;
2. premises (or their contents) not owned, leased or rented by you but temporarily occupied by you for work therein;
3. vehicles (not belonging to or used by or on your behalf) in your physical or legal control where the property damage occurs while the vehicles are in a car park owned or operated by you. There is no liability cover provided under this Additional benefit if you own or operate a car park for reward where the annual gross income from such car park operation exceeds \$100,000 or where the car park is operated as the principal part of your business;
4. property (excluding any vehicle which is registered or which is required under any legislation to be registered) in your physical or legal care, custody or control. Our maximum indemnity for any one occurrence is limited to \$100,000 (and \$10,000 any one animal) or the amount shown on your Insurance Certificate;
5. the personal property, tools and effects of any of your directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of your visitors.

### **Vehicles used as a tool of trade**

Notwithstanding the exclusion headed 'Vehicles' we will cover property damage or personal injury caused by or arising from:

1. the operation or use of any vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling whilst being operated or used by you or on your behalf within the confines of your premises;
2. the use of any tool or plant forming part of or attached to or used in connection with any vehicle (excluding whilst the vehicle is travelling, transporting or carting goods) at any work site.

### **Vehicles unloading or loading goods**

Notwithstanding the exclusion headed Vehicles we will cover property damage or personal injury arising out of and during the loading or unloading of goods to or from any vehicle.

## **Special conditions**

### **Joint insured's - cross liability**

Where you comprise more than one party, each of the parties will be considered as a separate and distinct unit and the words you and your will be considered as applying to each party in the same manner as if a separate policy had been issued to each of them provided that nothing in this clause will result in an increase of our limit of liability in respect of any occurrence.

### **Notices**

You must as soon as possible give to us notice in writing of:

1. every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this policy, whether or not you believe any claim amount might fall below the applicable excess;
2. every change that comes to your knowledge which materially varies any of the facts or circumstances existing at the commencement of this policy.

Any notice given in writing by us to you will be treated as notice to each of the parties you comprise. Service of notices by us will be effective immediately on receipt by you of a letter or electronic communication sent from us or in the case of notices by post, 3 business days after having been posted by us.

### **Discharge of liabilities**

We may at any time pay to you, in respect of all claims against you arising from an occurrence, the balance of the limit of liability or any smaller sum for which the claim or claims can be settled and upon that payment we will relinquish conduct or control of and be under no further liability under the farm business liability section of this policy in connection with those claims except for costs, charges and expenses:

1. recoverable from you for all or part of the period prior to the date of such payment;
2. incurred by us;
3. incurred by you with our written consent prior to the date of such payment.

### **Reasonable care**

You must:

1. exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises and plant in sound condition;
2. take all reasonable precautions to prevent personal injury and property damage, and prevent the manufacture, sale or supply of defective products, and comply with and ensure that your employees, servants and agents comply with all statutory obligations, bylaws or regulations imposed by all relevant public authorities:
  - for safety of persons or property;
  - for the disposal of waste products;
  - for the handling, storage or use of flammable liquids or substances, gases or toxic chemicals;
3. at your own expense take reasonable action to trace, recall or modify any of your products containing any defect or deficiency of which you have knowledge or have reason to suspect, including (but not limited to) any of your products subject to government or statutory ban.

## **What we do not cover**

We do not cover liability in respect of:

### **Aircraft and watercraft**

Claims arising out of the ownership, maintenance, operation or use by you of:

1. any aircraft;
2. any watercraft over 8 metres in length, other than:

- watercraft used in operations carried out by any independent contractors for whose conduct you may be held liable for;
- watercraft owned and operated by others and used by you for business entertainment.

### **Aircraft landing area**

Claims arising out of your ownership, occupancy or control of any property or structure which is used as an aircraft landing area where a fee is charged for the use of the aircraft landing area.

### **Aerial application**

Claims arising out of any material or substance being applied to land or anything grown on the land by an aircraft other than the cover provided under the Additional benefit for 'Crop and weed spraying'.

### **Asbestos**

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

### **Assault and battery**

Personal injury or property damage caused by or arising from assault and battery committed by you, or at your direction, unless reasonably necessary for the protection of persons or property.

### **Child molestation**

The molestation of or interference with a minor or minors by:

- you or any person comprising you;
- any of your employees;
- any person performing any voluntary work or service for you or on your behalf.

Further, we will not have a duty to defend any action, suit or proceedings brought against you (or any other person or body corporate who might otherwise, but for the provisions of this clause, be entitled to indemnity under this policy) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or any personal injury resulting there from.

### **Computers, computer software and computer consulting**

Property damage to computer data or programs and their storage media or any consequential loss arising directly or indirectly out of or caused by, through or in connection with:

- the use of, or provision of, any computer hardware or software;
- the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

### **Contractual liability**

Any obligation assumed by you under any agreement except to the extent that:

- the liability would have been implied by law;
- the liability arises from a provision in a contract for lease of real or personal property other than a provision which

obliges you to effect insurance or provide indemnity in respect of the subject matter of that contract;

- the liability is assumed by you under a warranty of fitness or quality as regards to your products;

### **Defect in design**

Any defective design or error in specification or formula in any of your products.

### **Employment liability**

Liability imposed:

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

### **Explosive substances**

Personal injury or property damage directly or indirectly caused by or arising from mining, processing, manufacture, distillation, fractionation, treatment, disposal, controlled removal of, decontamination, distribution and/or storage of:

- explosives;
- petroleum, inflammable gasses or spirits (other than as used in the farm business).

### **Farm hosting**

Claims arising out of the supply of accommodation, meals and/or leisure activities to paying guests unless specified on your Insurance Certificate.

We will not cover your liability for any activity involving abseiling, aquaplaning, flying in any aircraft, motorcycling or quad biking, power boating, water skiing, rock climbing, mountaineering, horse riding or equestrian activity of any description.

### **Faulty workmanship**

Property damage to that part of any property upon which you are or have been working, where the property damage arises from your work. We also do not cover the cost of performing, correcting or improving any work undertaken by you.

### **Fines, penalties and punitive damages**

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

### **Genetic engineering**

Claims arising directly or indirectly out of any genetic engineering or any genetically modified substance or organism.

### **Libel and slander**

The publication or utterance of a libel or slander:



- made prior to the commencement of the period of insurance;
- made by you or at your direction with knowledge of its falsity;
- related to advertising, broadcasting, or telecasting activities conducted by you or on your behalf.

### **Lighting fires**

Any claim that arises out of a fire that has been deliberately lit by you or on your behalf in breach of any law, regulation, by-law or ordinance.

### **Loss of use**

Loss of use of tangible property which has not been physically damaged or lost or destroyed resulting from:

- a delay in, or lack of, performance, by you or on your behalf, of any contract or agreement;
- the failure of your products to meet your warranties or representations as to performance, fitness, quality or durability (but this exclusion will not apply to liability for physical damage or destruction caused to other property by your products).

### **Participants**

Personal injury to or property damage of any person caused by or arising out of the participation of such person or his/ her property in any game, match, race, practice, trial or other sporting activity (including but not limited to swimming, health and fitness activities).

### **Pharmaceutical products**

Claims arising directly or indirectly out of the manufacture of pharmaceutical products.

### **Pollution**

- Personal injury or property damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any watercourse or body of water;
- costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.

The above exclusions do not apply to pollution which is consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in personal injury and/or property damage, and where the pollution occurs outside the United States of America or Canada or any country, territory or protectorate where the laws of these countries are applied.

Our liability in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of pollutants during any one period of insurance will not exceed the limit of liability.

### **Product defect**

Property damage to your products, if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

### **Product recall**

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement, loss of use of your products or of 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.

### **Professional liability**

The rendering of or failure to render professional advice or service by you or any related error or omission, but this exclusion does not apply to:

- the rendering of or the failure to render professional medical advice by medical persons employed by you to provide first aid services at your location, but not when these medical persons have insurance for your professional liabilities;
- personal injury or property damage arising from the provision of that professional advice or service when it is not given for a fee.

### **Renovations, erection, alterations, construction, additions and demolition**

Any claims arising directly or indirectly out of or in any way connected with the renovation, erection, alteration, construction or additions and demolition to any building at the location shown on your Insurance Certificate, by you or on your behalf when the total cost of the work exceeds \$500,000.

### **Stockfeed**

Claims arising directly or indirectly out of the manufacture or processing of animal food or stockfeed. This exclusion will not apply to hay, silage or unprocessed grain that has no other additives intentionally added that is produced and sold by you.

### **The internet**

Claims arising directly or indirectly out of or in any way connected with your internet operations.

This exclusion does not apply to liability otherwise covered by this policy which would have arisen irrespective of your internet operations. Nothing in this exclusion will be construed to extend coverage under this section to any liability which would have not been covered in the absence of this exclusion.

### **Treatment or dispensing**

Except as provided for under the exclusion for 'Professional liability':

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

### **Tobacco and smoking**

Personal injury directly or indirectly arising out of the inhalation or ingestion of or exposure to:

- tobacco or tobacco smoke;
- any ingredient or additive present in any articles, items or goods which contain or include tobacco.

### **Vehicles**

Personal injury or property damage arising out of the ownership, possession, operation, maintenance or use by you of any vehicle:

- which is registered or which is required under any legislation to be registered;

- in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected); other than the property described in the Additional benefit 'Vehicles used as a tool of trade' and 'Vehicles unloading or loading goods'.

This exclusion will not apply to personal injury that arises out of an occurrence which is partially (to the extent of that part) or totally outside the indemnity afforded under such compulsory liability insurance or other legislation relating to vehicles, provided that the reason the occurrence is outside the indemnity afforded by the compulsory liability insurance or statutory indemnity does not involve a breach by you of legislation relating to vehicles.

### **Vibration or weakening of support**

Damage resulting from vibration or the removal or weakening of support to any land or fixed property.

### **You, your family, employees and workers**

Damage to property:

- belonging to, or being rented, hired, leased or subject to a hire purchase agreement by you unless the damage involves premises leased and occupied by you in connection with the farm business and it is not excluded by Exclusion 8. 'Contractual liability';
- belonging to any member of your family or any person who permanently resides with you or your family;
- belonging to any employee if the loss or damage occurs in the course of their employment with you.
- Personal injury to:
  - you or any member of your family or any person who permanently resides with you or your family;
  - a person employed by you under a contract of service if the personal injury arises out of or in the course of the contract of service; or
  - a person working with you for work experience or under a government scheme.

## **HOME BUILDINGS AND CONTENTS**

### **Words with special meaning in this section**

*building* means residential buildings at the location including any professional offices or surgeries in those buildings and includes:

- domestic outbuildings;
- fixed coverings to walls, floors and ceilings, not including carpets, curtains or internal blinds;
- services, which include the supply of electricity, water, etc immediately adjacent to the residential buildings or domestic outbuildings which they service;
- items built in, or fixed to, or on, the buildings;
- blinds or awnings on the outside of the buildings;
- landscaping, paved terraces, paved or sealed (concrete, paved or bitumen) driveways leading directly to the dwelling and whose sole purpose is to provide access to the dwelling, retaining walls, fences (but only fencing surrounding the dwelling) and gates;
- swimming pools, saunas and spas that are permanently installed;
- jetties, wharves and pontoons used only for domestic purposes;
- anything permanently built, permanently constructed or permanently installed on your property for domestic purposes that complies with all relevant building laws and rules.

If you own a residential building at the location and lease it to tenants or allow employees to live in it, we will consider landlord's fixtures, fittings and fixed carpets as being part of the building. The maximum amount we will pay for these items is \$10,000 in total.

Building does not include plants, shrubs, trees or grass. (Limited cover is provided for trees and plants under the 'Additional benefits' section).

*contents* means household goods or personal belongings which belong to you or for which you are legally responsible and that are not used for earning income, including:

- carpets, curtains and internal blinds;
- fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit. We will not cover these fixtures and fittings if the body corporate has them insured;
- valuable items and Specified valuable items (see valuables definition and 'Specified Valuables' section for what is covered and limits);
- money and negotiable documents, limited to \$2,500 any one claim (other than from your business as excluded below);
- motorised golf carts, ride-on mowers not used in connection with your farm business (limited to \$10,000 any one claim), mobility scooters, wheelchairs and motorcycles with less than 125cc engines which do not require registration and are not used in connection with your farm business;

Contents DOES NOT include:

- unset precious and semi-precious stones;

- plants and trees growing outdoors that are not in pots;
- animals, including birds and fish;
- motor vehicles, ride-on mowers (other than those included in the definition of contents above), motorcycles exceeding 125cc engine capacity, caravans, trailers, hang gliders or any aircraft which are not a model or a toy;
- watercraft more than four metres long or any watercraft that require registration under state or territory legislation;
- jet skis or any other type of watercraft that require registration under state or territory legislation;
- motorcycles with less than 125cc engine capacity while they are in use;
- sporting equipment whilst it is being used;
- pedal cycles while they are in use;
- stock in trade or samples, business or trade cash takings or negotiable documents;
- office and surgery equipment or goods that you use for earning your income (See Additional benefits for details of the limited cover provided);
- any items that are defined as your building;
- electronic data stored on any device (including the cost of restoring the data). (See Additional benefits for details of the limited cover provided);
- accessories and spare parts for the following: motor vehicles, motorcycles, caravans, trailers, watercraft, motorised golf carts, ride on mowers, mobility scooters, wheelchairs, surfboards, sailboards, surf skis and canoes (see Additional benefits for limited cover provided).

*valuable*s mean

- jewellery and watches;
- furs;
- works of art;
- items that contain gold or silver (not including items plated with gold or silver that are not jewellery or watches);
- collections of stamps, money or medals;
- specified valuables which are listed on your Insurance Certificate.

Valuables does NOT mean:

- unset precious and semi precious stones (these are not covered under any part of the policy);
- motor vehicles, motorcycles, mini-bikes, caravans, trailers, aircraft, or accessories or spare parts of any of these items;
- watercraft more than four metres long or any other watercraft that require registration under state or territory legislation.

### **Limit for valuable items**

We will pay up to 25% in total, per event, of the contents sum insured listed on your Insurance Certificate for loss or damage to valuable items. The most we will pay for any one item, pair, set or collection is \$10,000.

You can insure items, pairs, sets or collections that are worth more than the above limits for their actual value. To do this you must advise us of the items and they will be listed on your Insurance Certificate. The most we will pay for these listed valuable items will be the amount shown on your Insurance

Certificate. See Optional Benefit - Specified Valuables section of this policy.

### **Limits to the amount we will pay for contents**

Unless the item is specifically listed on your Insurance Certificate we will not pay more than \$2,500 in total for any one claim for money, bullion, negotiable securities or documents of any kind.

Claims for the replacement or repair of damaged fixed carpets, curtains or other floor coverings or window treatments will be limited to the passageway, room or stairwell where the damage occurred.

If any article is part of any pair, set or collection and is lost or damaged, we will not pay for more than the actual value of the lost or damaged article. No allowance will be made for the value the item may have as a pair or set or for any depreciation in the remaining parts of the pair or set.

### **What we cover**

#### **Accidental damage cover**

When you insure your building and/or your contents under this section of the policy you will be covered for sudden and unexpected accidental loss or damage that occurs during the period of insurance and at the location up to the amount shown on your Insurance Certificate.

There are exclusions that apply to certain events or losses and these are detailed under 'What we do not cover'. These exclusions and the limitations to cover detailed later in this section may restrict the amount payable in the event of a claim or alternatively they may prevent a claim from being paid at all.

### **Additional benefits - Home Building and/or Contents**

Additional benefits when your building and/or contents are insured. These benefits are payable in addition to your sum insured.

#### **Electric motor burn out**

When you insure your building we will pay the cost of repairing or replacing any domestic motor that forms part of your building and has suffered motor burn out. When you insure your contents we will pay the cost of repairing or replacing any motor that forms part of your contents and has suffered motor burn out. We do not cover:

- any motor under any form of warranty;
- fuses, switches, electrical contacts, or protective devices;
- the cost of any part, such as a bearing, filter or dryer, which does not form part of a motor, and was fitted during the repair or replacement of the motor.

We will only pay for an item with an electric motor that has fused due to the actual burning out of the wiring of the motor by an electrical current.

#### **Replacement of locks**

If a key to an external door or window of your buildings is stolen from your location, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do.

## **Additional benefits when your building is insured**

### **Emergency accommodation or loss of rent**

If we accept a claim for your building and we agree that you or your tenant cannot safely reside in the building because of the damage caused to it, then we will pay:

- for temporary accommodation that we decide is reasonable for you, your family and your pets living in your building at the time of the incident;
- the actual rent that you lose during a reasonable period taken to repair or rebuild your home.

We will pay this for up to 12 months. The most we will pay under this section is 20% of your building sum insured and we pay this in addition to your building sum insured.

We will reduce this payment, or stop paying you, if:

- you receive any payment for rent from another source (Including payment made under another section of this policy); or
- you do not need to rent another property.

### **Mortgage discharge**

We will pay your legal costs to discharge your mortgage if your claim is for a total loss of your residential building. We pay this in addition to your sum insured.

### **Removal of debris**

We will pay up to 20% of the building sum insured for the reasonable costs of demolishing and removing any building debris when damage or loss occurs. We pay this in addition to your sum insured.

### **Architects, surveyors and legal fees**

We will pay the reasonable costs of architects, surveyors and legal fees when loss or damage occurs.

### **Trees, plants and shrubs**

We will pay to replace any trees, plants or shrubs that are:

- stolen;
- burnt;
- maliciously damaged;
- damaged by a vehicle not driven by you.

We will not pay for any loss or damage to a lawn.

We will also pay for the removal of trees, stumps and branches from the location if they have fallen and caused damage to your insured property or landscaped gardens.

The most we will pay under this benefit is \$5,000 per claim.

### **Statutory costs**

We will pay the costs necessary to meet the requirements of any statutory authority in connection with rebuilding or repairing the buildings at the location. We will not pay any costs which resulted from any notice which a statutory authority served on you before loss or damage to your buildings was suffered. The most we will pay in any one period of insurance is \$35,000.

## **Additional benefits when your contents are insured**

### **Tools of trade used to produce income**

We will pay up to \$10,000 in total for loss or damage that occurs to tools of trade used to produce income. We will only pay a claim under this benefit when at the time of the loss or damage the tools of trade were contained in a locked building at the location. In determining what are tools of trade that are used to produce income we will consider whether you would normally receive a taxation deduction for these items.

This benefit does not cover office and surgery equipment, stock in trade or samples, business or trade cash takings.

### **Office equipment**

We will pay up to \$20,000 in total for loss or damage at the location to office equipment you use to produce income. In determining what is office equipment used to produce income, we will consider whether you would normally receive a taxation deduction for the equipment.

### **Electronic Data**

We will pay up to \$2,000 in total for the loss or damage to data stored on any personal device (including the cost of restoring the data).

### **Motor vehicle and watercraft accessories**

We will pay up to \$2,000 any one item or \$4,000 in total for loss or damage to any accessories and spare parts for motor vehicles, motorcycles, caravans, trailers, watercraft, motorised golf carts, mobility scooters, ride-on mowers, wheelchairs, surfboards, sailboards, surf skis and canoes.

We will not pay if the accessories and spare parts are in, or on, motor vehicles, motorcycles, mini-bikes, caravans, trailers or watercraft.

### **Refrigerated Food**

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

- motor burn out of the refrigerator or freezer;
- failure of the power supply to the building.

### **Contents away from your location**

Your contents are also insured while they are away from your location, anywhere in the world, however they are not insured if they:

- are on the way to, or from, or in, commercial storage;
- have been away from your location for more than a continuous period of 100 days, other than sporting equipment that is stored within a clubroom;
- are in transit during a permanent removal (see 'Moving your contents' section of the policy);
- have been removed permanently from your location.

We will pay up to 25% in total, per event, of the contents sum insured listed on your Insurance Certificate for loss or damage to contents away from your location.

The most we will pay for any one item, pair, set or collection is \$10,000.



The following contents items are not covered while away from your location:

- motorcycles or mini-bikes;
- accessories and spare parts for motor vehicles, caravans, trailers and watercraft;
- surfboards, surf skis, canoes or other watercraft unless at the time of loss they were situated in a locked building or a locked vehicle;
- goods that you use for earning your income;
- visitor's contents;
- office equipment that you use for earning your income;
- money;
- sporting goods, including all pedal cycles, whilst you are using them.

### **Children attending university or school**

We will cover your dependent children's contents while they are attending boarding school, college or university on a full time basis.

Cover for this Additional benefit is restricted to loss or damage that occurs at the child's educational place of residence or at the educational institution they attend.

### **Credit cards**

If any of your credit cards are misused after they are stolen, we will pay up to \$5,000 in total to the financial institutions that issued them. We will only pay this benefit if you are legally responsible to pay the amount and you have complied with the terms on which the credit cards were issued.

### **Removal and storage of contents**

If we insure your building and you are unable to live in it after damage or loss has occurred, we will pay the reasonable costs to remove and store your contents while your building is being repaired.

Provided that we have agreed to the storage location we will pay these costs for up to 12 months. We will also cover loss or damage to your contents while they are in storage during this period.

### **Visitor's contents**

If guests (staying with you for less than 60 days) or visitors to your location bring their own contents with them, we will regard those contents as belonging to you. The most we will pay is \$5,000 if these contents are lost or damaged. This cover is subject to the same items and limits that appear under the definition of contents. We will not pay a claim under this benefit if these contents are already insured.

### **Denial of access**

If your building cannot be lived in because a government authority denies you access, we will pay the additional reasonable costs of alternate accommodation that we consider necessary and reasonable, for a period of up to 60 days, to maintain your normal standard of living. We will not cover loss due to cancellation of a lease or agreement.

### **Compensation for injury**

We will pay \$25,000 if you or a member of your family normally living with you, dies or suffers paraplegia, quadriplegia or permanent total disablement as a direct result

of a physical injury caused by an accident within the buildings at the location. The most we will pay for all claims in any one period of insurance is \$25,000 and payment will be made to either the estate of the deceased person or the person who suffered paraplegia, quadriplegia or permanent total disablement. We will pay this in addition to your sum insured.

### **Counselling**

If you or a member of your family, who normally resides at the location, requires counselling as a direct result of a fire or theft at the location during the period of insurance, we will pay the costs reasonably incurred by you for counselling. The most we will pay under this benefit is \$1,500 for any one event. We pay this in addition to your sum insured.

### **Moving your contents**

We will cover your contents in the building at both your new and old address for up to 45 days from the day you start moving. We do not cover loss or damage caused to your contents at your new address after 45 days from the day you start moving, unless you tell us and we agree to cover your contents at the new address.

Your contents are covered, while being transported by road to your new address, for loss or damage sustained as a direct result of:

- fire on the conveying vehicle;
- collision and/or overturning of the conveying vehicle;
- theft following violent and forcible entry to the conveying vehicle.

### **Tax Audit**

We will pay for the fees that you must reasonably pay to an accountant when the personal financial affairs of an individual person named on the Insurance Certificate are audited by the Federal Commissioner of Taxation.

You must advise us of any such audit prior to the fees being incurred. The most we will pay during any one period of insurance is \$5,000.

We will not pay claims for:

- any audit that relates to a criminal prosecution;
- fees where the final assessment of your taxable income for the period being audited is 20%, or more, higher than your original declaration;
- fees performed by your accountant outside the time limits allowed by the Federal Commissioner of Taxation;
- any fines, penalties or adjustment of taxation;
- any audit where notice of the audit was given to you prior to the inception of this policy.

### **Optional benefits**

#### **Specified valuables cover**

The cover provided by this Optional benefit will only apply if your Insurance Certificate shows that you have requested Specified valuables cover.

If you have requested Specified valuables cover we will cover accidental loss or damage to the items listed on your Insurance Certificate provided that the accidental loss or damage happens within Australia or New Zealand. If the accidental damage or accidental loss happens outside Australia



or New Zealand, cover away from Australia or New Zealand is limited to 120 consecutive days and starts from the time you leave Australia.

We will not pay more than the sum insured shown on your Insurance Certificate.

You are not covered for loss or damage:

- to valuables being used for business;
- to sporting equipment whilst in use;
- to valuables arising from altering, cleaning mending or restoring;
- to brittle items if they break or crack (this does not include precious stones);
- to items for sale, on display, exhibition or consignment;
- that is restricted to chips, cracks, dents, scratches or other minor damage not affecting the operation of the item.

These exclusions apply in addition to the general exclusions contained in this section under the heading 'What we do not cover'.

### What we do not cover

You are not covered for any loss or damage caused by or resulting from, or the costs incurred from or of:

- flood, meaning the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:
  1. a lake (whether or not it has been altered or modified);
  2. a river (whether or not it has been altered or modified);
  3. a creek (whether or not it has been altered or modified);
  4. another natural watercourse (whether or not it has been altered or modified);
  5. a reservoir;
  6. a canal;
  7. a dam.
- actions of the sea, including tidal waves, and high tides;
- bushfire/grassfire or named cyclone which occurs within the first 48 hours of the start of this policy unless:
  - you transferred a building and/or contents insurance policy, with equivalent cover, to us from another insurance company without an interruption in cover,
  - you have entered into a contract of sale to purchase the property;
- your building being unoccupied for longer than 100 consecutive days, unless you have told us about this and we have agreed to provide cover. Your building is considered to be occupied if it is furnished for comfortable habitation and you or someone with your consent is residing in the building;
- gradual deterioration, including wear and tear, rust, corrosion, depreciation, fading or deterioration from exposure to light;
- mould or mildew, wet or dry rot, rising damp, dampness or atmospheric conditions;
- inherent defects, structural faults, faulty workmanship or faulty design;
- poor maintenance;
- tree roots, tree felling or tree lopping on the site;

- insects, vermin or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife;
- any earth movement not caused by earthquake, including erosion, mudslide, collapse, earth shrinkage and expansion other than landslide or subsidence occurring within 72 hours after one of the following:
  - storm, rainwater or wind;
  - earthquake;
  - explosion;
  - escape of liquid from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or fixed drain;
- water entering your buildings through an opening made for any building, renovation or repair work or because of a structural defect, faulty design or faulty workmanship when your building was constructed;
- water that has seeped or percolated into your building or has entered your building because of inadequate maintenance;
- any deliberate action by you, others living at the location, or other people who have entered your location with the consent of you or others living at the location, including visitors and tenants;
- any process of cleaning involving the application of heat or the use of chemicals other than domestic household chemicals;
- mechanical breakdown, electronic or mechanical derangement of electronic data, virus, malfunction or processing error;
- electrical or electronic breakdown or malfunction unless directly caused by fire, storm, rainwater, malicious damage or covered otherwise by the 'Electric motor burn out' section of this policy;
- accidental damage caused by or as a consequence of building work exceeding \$100,000 including any extensions or renovations. We will however pay for accidental damage arising out of work undertaken directly by you that exceeds this amount provided that the damage does not result from you weakening or removing the building's support;
- damage to swimming pools or similar structures caused by hydrostatic pressure;
- damage to unpaved or unsealed driveways;
- damage to any other paved or sealed path or driveway, other than those whose sole purpose is to provide access to the residential building at the location.

You are also not covered for:

- theft from any part of the building which you share with another person who is not insured under this policy or from any common or public area at the location (except for items insured under the Optional benefit for Specified Valuables cover);
- malicious damage, vandalism or theft by a tenant;
- poor housekeeping by your tenant or a member of their immediate family or your tenant's invitees;
- any consequential loss or loss of profit;
- loss or damage to unlicensed or unregistered firearms, knives which have a blade longer than five centimetres (other than kitchen knives in your building);

- loss or damage to unlicensed or unregistered computer software;
- the cost to repair or replace a fixed tank, pipe, drain or other apparatus that burst, leaked, discharged or overflowed;
- the exploration costs to find a leak where there has been no damage to your building or contents;
- damage to a heating element however we will pay for any resultant damage following damage to a heating element;
- confiscation or damage caused by the lawful seizure, confiscation, nationalisation or requisition of or damage to, the insured property by a government, public or local authority;
- any act(s) of terrorism other than loss or damage arising out of contamination or pollution by chemical, biological or nuclear agents which results from an act of terrorism.

### Home liability cover

We will cover your legal liability to pay compensation as a result of an accident caused by your negligence, which occurs during the period of insurance, and causes death, bodily injury or loss or damage to others' property.

Your Insurance Certificate will indicate the maximum amount that we will pay in total for any event(s) arising directly or indirectly from the one original accident, source or cause. This amount includes all legal costs and expenses incurred with our consent or which you have a legal liability to pay. If we agree to pay your claim we will pay the costs of compensation awarded by a court or a settlement agreed to by us together with your reasonable legal fees and costs that we incur on your behalf or that you incur with our written consent. You can only claim for legal fees and expenses if we have agreed to them in writing before you incur them.

### When we will pay

If your building is insured we will pay the amount you have to pay for death, bodily injury or loss or damage to others' property:

- arising from your occupancy and ownership of your building and its land; or
- that occurs within the building or location on which it stands.

If you have insured your contents, we will pay the amount you have to pay for an accident that happens::

- -anywhere in Australia;
- anywhere in the world. Cover away from Australia is limited to 120 consecutive days and starts from the time you leave Australia.

If you have insured your contents and you own part of a building that has been subdivided:

- we will pay the amount you have to pay as owner of your contents or occupier of your part of the building;
- we will not pay for an accident that happens in any common areas of the building.

If your landlord's contents are insured we will pay the amount you have to pay for death or bodily injury or loss or damage to others' property arising out of a defect in your landlord contents.

### Additional things we will pay for when you have insured your contents

We will pay the amount you are liable to pay following an alleged or actual act or omission that arises from your duties as a committee member of a sporting or social club, however we will not pay if you receive more than \$1,000 per year for holding this position. Any claim made against you must occur within the period of insurance stated in your Insurance Certificate. The most we will pay, including costs, during any one period of insurance is \$10,000.

### When we will not pay under Home liability cover

We will not pay for fines, penalties, punitive, aggravated or exemplary damages.

We will not cover your legal liability arising out of an occurrence:

- if the liability arises out of or is subject to any workers compensation legislation, industrial award or agreement or statutory accident compensation scheme;
- arising out of any business, trade or profession other than as a landlord of a residential building covered by this policy;
- caused by the ownership, custody or use of any aircraft, gliders, aerial device (other than model aircraft or kites) or aircraft landing area;
- arising out of the use of a motor vehicle, motorcycle, mini-bike or watercraft, other than a:
  - motorised golf cart, ride-on mowers (excluding whilst being used in connection with any business activity), mobility scooter or wheelchair that does not require registration;
  - a surfboard, sailboard or surf ski;
  - a watercraft which is not a jet-ski that is less than four metres long and does not require registration under state or territory legislation;
- caused by building alterations, additions, demolition or repairs costing more than \$100,000;
- caused directly or indirectly by asbestos or products containing asbestos;
- related to the supply of any alcohol or drugs;
- for which you are liable because of the terms of an agreement or contract that you have entered into unless you would have been liable irrespective of whether the agreement or contract did not exist;
- involving any actual alleged or threatened contamination or pollution of any property, land, the atmosphere or any watercourse or body of water (including groundwater) other than arising from an occurrence which is neither reasonably expected or intended by you and is a consequence of a sudden cause which takes place at a clearly identifiable time and place during the period of insurance;
- caused by the ownership of land or buildings other than the insured buildings at the location;
- that causes pregnancy or the contraction or the transmission of any communicable disease;
- caused by or arising from the ownership of jetties, wharves and pontoons, other than for private use;

- caused by or arising from any animal other than a domestic cat or dog including but not limited to riding, sitting on, mounting or dismounting an animal;
- that results in damage to, or loss of property that belongs to, or injury to:
  - you, or any member of your family who normally lives with you, or any other person who normally lives with you;
  - any person you employ and that damage or loss arises from their employment with you;
  - property that is under your control, or under the control of any member of your family who normally lives with you, or any other person who normally lives with you;
- involving any act or omission that is dishonest, fraudulent, criminal, wilful or malicious;
- involving a loss that is otherwise insured by your sporting or social club.

## How we will pay your claim

### Buildings

When we agree to pay a claim for your building, we will rebuild or repair your building as new, or, at our discretion, pay you the cost of rebuilding or replacing it. We will only pay up to your building sum insured, or any lesser limit that applies, less any applicable excess.

We will only pay to repair or rebuild that part of your building that was damaged. We do not cover any additional expenses to replace undamaged parts of your building to create a uniform appearance. Where the original materials used to build your building are not readily available in Australia, we will pay for the cost of materials we believe to be of a similar kind or quality.

Should you not wish to replace or rebuild your building or have not done so within a reasonable period (within six months of the damage occurring or any other period agreed to by us), we will deduct an amount for wear, tear and depreciation.

Any cash settlement will be at our discretion and will be based on the lesser of:

- a. the cost of rebuilding or replacement less an allowance for depreciation based on the age and condition of the building before the destruction or damage; OR
- b. the value of the damaged property before the damage occurred less the value of the property after the damage has occurred.

If we agree, you may rebuild at a location other than the location at which the damage occurred.

### Contents and/or valuables

When we agree to pay a claim for your contents and/or valuables, we will at our discretion, repair or replace any lost or damaged item or pay you the reasonable cost of repairing or replacing the item (if unusual circumstances exist), based on the amount that it would have cost us to repair or replace it provided that cost is available to or actionable by you.

We will pay up to your contents or valuables sum insured, or any lesser limit that applies to the item, group of items or event, less any applicable excess.

Where we can, we will match materials and items or where this is not possible, use materials and items that in our opinion match as near as reasonably possible.

If the lost or damaged item is part of a collection, we will only pay for the repair or replacement of the damaged or lost item.

We will not pay for any resulting decrease in the value of the collection.

Claims for the replacement or repair of damaged fixed carpets will be limited to the passageway, room or stairwell where the damage occurred.

## MACHINERY BREAKDOWN

### Words with special meaning in this section

*breakdown* means sudden and unforeseen physical damage to machinery from any cause not excluded which requires repair or replacement to enable normal working to continue.

*cold chamber* means any insulated refrigeration or freezer or any room, container or vat that is refrigerated by machinery.

*farm produce* means produce of the business which you own, or are legally liable for, that is normally kept in cold storage after harvesting or collecting. Farm produce does not include milk unless "dairy/milk plant" is shown as insured on your Insurance Certificate.

*machinery* means the items described under the Machinery Breakdown section of your Insurance Certificate. It does not mean computers, printers or machinery attached to printers.

### What we cover

If any item or items of machinery or any part of a machine referred to on your Insurance Certificate suffers a breakdown during the period of insurance we will indemnify you in respect of that loss or damage as provided in part 4 of this section headed 'How we will pay your claim'.

### Additional Benefits

#### Cover for additional machinery

Cover is extended to include additional machinery delivered and installed, after the inception of this section of the policy at any of the locations described on your Insurance Certificate, excluding items hired by you, provided that:

1. the additions must be of a similar type and class as described on your Insurance Certificate;
2. the additions must be free from known defects and comply with all applicable statutory requirements;
3. cover will not attach until the additions have become your responsibility and have operated satisfactorily at design load, for eight hours in total;
4. section limits and excesses will remain the same for the additions;
5. you must pay the extra premium required by us for the insurance of the additions.

### How we will pay your claim

We will pay the cost to repair or at our option replace the damaged machinery.

We will also pay the cost of:

1. dismantling, re-erection of machinery and/or machinery parts and removal of debris;
2. replacement of refrigerant lost from an insured item as a direct result of insured damage;
3. charges for overtime and work on public holidays where necessarily and reasonably incurred;
4. freight within Australia by any recognised scheduled services; and
5. hire of a temporary replacement item during the time taken to repair damage to any machinery or cold chamber.

The maximum we will pay for these items 1-5 is limited to 50% of the normal cost of repair payable under this section. Our maximum liability inclusive of these additional costs will not exceed the sum insured shown on your Insurance Certificate.

### What we do not cover

The cover under this entire section does not apply to any loss or damage caused by or arising from:

1. fire, smoke, soot, or chemical explosion (other than an explosion of flue gas in boilers);
2. extinguishing a fire including subsequent demolition or repair work;
3. impact of land borne vehicles, aircraft or watercraft;
4. earthquake, tsunami, subterranean fire or volcanic eruption;
5. landslip or subsidence;
6. storm, wind, water or flood;
7. water escaping, discharged or leaking from any source which is external to the machinery insured;
8. theft or burglary;
9. intentional or malicious damage;
10. the carrying out of tests involving abnormal stresses including overloading of any insured item;
11. consequential loss or loss of profit.

We do not cover the cost of:

1. replacement of expendable items such as belts, filters, fuses, electric heating elements, electrical contacts, thermostats, TX valves, cutting blades, crushing surfaces, glass or porcelain, ceramics, chains, seals, links, dies and moulds, conveyor belting, lubricants, fuel and any transfer media;
2. replacement of component parts worn through normal operation of the machinery;
3. adjustment, cleaning, purging or recharging of refrigeration or air conditioning equipment;
4. replacement of refractory or brickwork forming part of an insured item unless necessary as part of rectification of insured damage not otherwise excluded under this section;
5. repairs to piping and other ancillary systems due to cracking of pipe work;
6. maintenance work carried out on the machinery;
7. alteration, additions, improvements or overhauls;
8. modification or alteration of insured machinery which has suffered insured damage to enable it to operate with a more ozone friendly refrigerant gas as required by regulatory bodies;
9. replacement or repair, caused by gradual deterioration;
10. replacement of lighting equipment, reticulating electrical wiring, reticulating liquid and gas piping and ducting;
11. damage caused to insured machinery caused by any hydraulic testing;
12. repairs to valves, fittings, glands, joints, gaskets, pipes, lines and connections;
13. damage caused by the movement of foundations, masonry or brick work;



## Optional benefit

### Deterioration of farm produce in cold chambers

The cover provided by this optional benefit will only apply if your Insurance Certificate shows this optional cover.

We will cover you up to the sum insured shown on your Insurance Certificate for loss of or damage to stored farm produce while contained in the cold chambers cooled by the insured items nominated in your Insurance Certificate and caused by deterioration or putrefaction as a result of:

1. breakdown of machinery;
2. sudden and unforeseen failure of the public or private power supply;
3. operation of or failure to operate, controls or protective devices within the refrigeration machinery, other than manual operation or manual setting of controls or protective devices;
4. contamination of the stored farm produce by the accidental escape of refrigerant into the cold chamber;
5. sudden leakage of refrigerant from the refrigeration machinery.

### How we will pay your claim for deterioration of farm produce in cold chambers

We will pay the cost of replacement of the lost or damaged farm produce calculated at its value immediately prior to the loss or damage up to the limits stated on your Insurance Certificate.

### What we do not cover in relation to deterioration of farm produce cover

In addition to the exclusions stated in the part headed 'What we do not cover' we also do not cover loss or damage:

1. due to shrinkage, inherent defects or diseases;
2. caused by improper storage, collapse of the packing material or storage structure;
3. following loss of private or public power supply due to:
4. the decision by any private or public power supply authority to restrict or withhold supply;
5. shortage of power generation fuel or water;
6. to embryos or semen;
7. to any living animal, plant, fungus or organism.

## Additional conditions applicable to this section

The following conditions apply to this section in addition to the 'General Conditions that apply to every section of the policy':

### Minimising your loss

On the happening of any occurrence which might give rise to a claim under this section you must:

1. take all reasonable steps to minimise the extent of the loss;
2. preserve any damaged or defective machinery or items and make them available to us for inspection.

### Damaged machinery

Our liability will cease for any machinery which has sustained loss or damage and is operated without having been repaired in a manner consistent with the generally accepted rules of engineering practice and/ or the manufacturer's specifications.

## LAND TRANSIT

### Words with special meaning in this section

*conveying vehicle* means a road vehicle owned by you or in the control of you or your employee or a contracted carrier.

*goods* means farm contents, produce, livestock, hay or grain, wool, farm machinery, plant and equipment of every description but excluding household furniture, money or personal items.

### What we cover

We will cover you for accidental loss or damage to your goods, including theft, while they are being loaded, unloaded or in transit by a road anywhere in Australia on a conveying vehicle.

The cover provided for livestock is restricted to death as a result of the collision or overturning of the conveying vehicle or whilst being loaded, unloaded onto or from the conveying vehicle.

### Additional benefit

#### Clean Up Costs

We will pay for the cost of removing debris following acceptance of a claim under this section if goods are lost or damaged. The most we will pay will be 10% of your sum insured and we will pay this benefit in addition to your sum insured.

### How we will pay your claim

We will not pay any more than the sum insured shown on your Insurance Certificate for this section.

For goods other than livestock we will at our option repair, reinstate or replace your goods.

For livestock we will at our option pay:

1. the lesser of the sum insured or the market value of the livestock involved;
2. the reasonable costs of temporary storage of any livestock to prevent straying after the loss or damage.

The maximum amount we will pay for any one animal is the lesser of \$5,000 or the sum insured for this section.

### What we do not cover

We will not cover you for:

- theft of livestock;
- theft of goods other than livestock unless by forcible entry to a securely locked vehicle owned by you;
- non delivery by a contracted carrier;;

In addition, we will not cover you for loss of or damage which is directly or indirectly caused by the conveying vehicle:

1. being used to carry or tow a load greater than that for which the vehicle was designed;
2. being driven in an unsafe or unroadworthy condition;
3. being used for any unlawful purpose;
4. being driven by a person who is not legally licensed to drive that vehicle in Australia;



5. being driven by, operated by or in the charge of a person who:

- is under the influence of alcohol or any drug;
- has more than the legal limit of alcohol or any drug in their blood;
- refuses to undergo a legal test for alcohol or drugs.

We will not apply exclusions 3, 4 or 5 above if you are able to satisfy us that you were not aware of, and did not allow, the use of the conveying vehicle in the circumstances described. In these situations we will cover you provided that you allow us to use all remedies available under law to recover all costs associated with the loss or damage from the driver of the conveying vehicle.

## MOTOR VEHICLE

### Words with special meaning in this section

*accident* means an event that you did not intend or expect to happen.

*business use* means any vehicle which is registered as a business vehicle or is used for income earning purposes.

*combined unit* means your vehicle and any insured trailer(s) attached to your vehicle.

*dangerous goods* means goods which are classified as "Dangerous Goods" under the Australian Code for the Transport of Dangerous Goods by Road and Rail or under any guidelines, notification, code or statute intended to replace or modify that code, including dioxins or polychlorinated biphenyl (PCB) or radioactive substances.

*market value* means the amount that we calculate the market would pay for your vehicle. It takes into account the age, make, model, condition and kilometres travelled by your vehicle immediately before the date of claim.

*sum insured* means the relevant amount set out for your vehicle on your Insurance Certificate as the maximum amount you are insured for. We will pay the market value of your vehicle but no more than the sum insured shown.

*total loss* means that in our opinion the damage sustained to your vehicle renders it uneconomical to repair when compared to the lesser of your sum insured or your vehicle's market value.

*vehicle* means the vehicle(s) listed as being insured on your Insurance Certificate that is:

- a mechanically-propelled motor vehicle designed for use on land only, but not a motor vehicle designed to run on rails;
- a trailer (provided that the number of trailers being towed does not exceed the number permitted by law);
- a non-motorised machine or implement;

including the standard tools, standard accessories and/or modifications for the vehicle as originally supplied without extra charge by the manufacturer.

We will cover other tools, non-standard accessories or modifications up to a maximum of \$5,000 or the amount shown in your Insurance Certificate. Vehicle will also include any option, accessory or modification that you have told us about, that we have agreed to cover and which is shown on your Insurance Certificate.

It does not include any other contents of the motor vehicle or trailer(s) which are not built in.

### Types of cover

The cover provided under this section is restricted to loss, damage or liability that occurs whilst your vehicle is being used for private purposes or in connection with your farm business (as defined in Words with special meaning).

You may choose to insure your vehicle under one of the following types of cover:

- Comprehensive insurance - covers your vehicle if it is accidentally damaged or stolen. It also covers your legal liability for damage to another person's property;

- Third party, fire and theft insurance - covers damage to your vehicle if it is burnt or stolen. It also covers your legal liability for damage to another person's property;
- Third party property damage insurance - covers your legal liability for damage to another person's property;
- Fire and theft insurance - covers loss or damage to your vehicle if it is burnt or stolen. This cover does not provide any protection for legal liability.

All of these covers, with the exception of Fire and theft insurance, include limited legal liability protection for injuries or death sustained by another person in an accident. Please refer to Part 10 (Liability cover) of this section for full details.

In addition to the above there are Additional benefits which, depending on the type of cover you select, may extend the cover available to you when you lodge a claim.

The cover selected by you will be shown on your Insurance Certificate.

## What we cover

Subject to the terms, conditions and exclusions of your policy we will provide cover during the period of insurance for your vehicle on the following basis:

### Comprehensive insurance

If your vehicle is listed as being comprehensively insured on your Insurance Certificate and it is accidentally damaged or stolen we will:

- repair, reinstate or replace your vehicle to a condition substantially the same as, but not better than, its condition immediately before the accident; or
- pay you the market value or sum insured (as shown on your Insurance Certificate), whichever is the lesser if your vehicle is a total loss as a result of damage it has sustained or if it is stolen and not recovered.

We will also cover you for your legal liability as detailed in Part 10 (Liability cover) of this section.

### Third party, fire and theft insurance

If your vehicle is listed as being insured for 'Third party, fire and theft' on your Insurance Certificate and it is damaged as a result of fire or theft we will:

- repair or reinstate your vehicle to a condition substantially the same as, but not better than, its condition immediately before the accident; or
- pay you the market value or sum insured (as shown on your Insurance Certificate), whichever is the lesser if your vehicle is a total loss as a result of damage caused by fire or theft or if it is stolen and not recovered.

We will also cover your legal liability as detailed in Part 10 (Liability cover) of this section.

### Third party property damage insurance

If your vehicle is listed as being insured for 'Third party property damage' on your Insurance Certificate we will cover your legal liability as detailed in Part 10 (Liability cover) of this section.

## Fire and theft insurance

If your vehicle is listed as being insured for 'Fire and theft' on your Insurance Certificate and it is damaged as a result of fire or theft we will:

- repair or reinstate your vehicle to a condition substantially the same as, but not better than, its condition immediately before the accident; or
- pay you the market value or sum insured (as shown on your Insurance Certificate), whichever is the lesser if your vehicle is a total loss as a result of damage caused by fire or theft or if it is stolen and not recovered.

## Additional benefits - Comprehensive insurance

### Towing costs

If your vehicle is stolen or damaged in an accident that is covered by this policy and it cannot be driven we will pay the reasonable cost of towing your vehicle from the accident or recovery location to the nearest repairer qualified to repair your vehicle.

We will also pay this benefit if your vehicle is insured for 'Third party, fire and theft' or 'Fire and theft' and we accept a claim for fire or theft damage.

### Emergency travelling and accommodation expenses

If you cannot drive your vehicle because it has been stolen or it has been damaged in an accident that is covered by this policy and you are more than 200km from your usual location we will pay the reasonable cost incurred for:

- necessary travel to return you and your family to your home;
- emergency accommodation for your family.

The most we will pay for this Additional benefit is \$2,500 any one incident.

### Personal effects

If we accept and pay a claim for loss or damage to your vehicle we will also pay up to \$2,500 for your personal effects (excluding money) that were either damaged in the accident or were contained in your vehicle when it was stolen.

### Hire car costs following theft

If your vehicle is a sedan, wagon, utility, panel van or truck with a carrying capacity up to 2 tonnes and it is stolen we will reimburse you for the reasonable cost of hiring a similar vehicle for up to 30 days or the date your vehicle is recovered in a useable and roadworthy condition if that is earlier.

This Additional benefit is only paid if we have accepted your claim and you have paid your excess.

### Trailer

If your vehicle is a sedan, wagon, utility, panel van or truck with a carrying capacity up to 2 tonnes, we will pay for accidental loss of or damage to a trailer (other than a caravan or camper trailer) attached to your vehicle at the time of an accident or theft, up to a value of \$2,500 or its market value whichever is the lesser.

### Temporary repairs

If we accept and pay a claim for loss or damage to your vehicle we will also reimburse you for the cost incurred for

reasonable temporary repairs which were necessary to enable you to complete your journey.

### **Replacement or additional vehicles**

If you permanently replace your vehicle or purchase an additional vehicle which is similar to other vehicles insured by this policy we will insure that vehicle from the time of purchase.

You must provide us with full written details of the replacement or additional vehicle within 30 days of the purchase and pay any additional premium that is required. The most we will pay for this Additional benefit is \$250,000 or the purchase price, whichever is the lesser.

### **Leased vehicles**

If your vehicle is declared a total loss and its market value is less than the amount owing under a valid lease or financial agreement, we will pay an additional amount equal to the difference between the market value and the amount outstanding. We will deduct the amount of any repayments which are in arrears or any penalties incurred and/or savings made. The most we will pay for this Additional benefit is 10% of the market value of the vehicle.

### **Locks and keys**

We will pay for the cost of replacing keys and locks and/or the cost of recoding keys or locks or immobilisers if they are stolen from a locked building or key cabinet. The most that we will pay for this Additional benefit is \$2,500.

### **Additional benefits - Third party, fire and theft insurance and Third party property damage insurance**

#### **Uninsured motorist damage**

We will cover loss or damage to your own vehicle arising out of an accident caused by another motorist who does not have insurance cover for damage caused to another person's property. We will only consider a claim under this benefit if the other party does not have insurance for his vehicle and:

- you did not cause or contribute to the accident;
- you are able to provide the name, address and phone number of the person who caused the accident; and
- you are able to provide the registration number of the other vehicle involved.

If we accept a claim for damage to your vehicle under this benefit we will also pay the reasonable costs of towing your vehicle if it cannot be driven from the scene of the accident to the nearest place of safety.

The most we will pay for a claim under this Additional benefit is \$5,000 in total for any one accident.

### **Optional benefit - Comprehensive insurance**

The following Optional benefit can be added to your insurance for an additional premium. If taken, this benefit will be shown on your Insurance Certificate.

#### **Excess free windscreen cover**

Where your Insurance Certificate shows Excess free windscreen cover, we will pay the cost of replacing or repairing

the windscreen or window glass of your vehicle if it is accidentally broken.

We will only pay this cost if the breakage of your windscreen or window glass involves a fracture extending through the entire thickness of the glass.

We will not reduce your 'No Claim Bonus' or apply an excess for the first windscreen or window glass claim made in any one annual period of insurance.

### **How we will pay your claim**

When we agree to pay a claim for loss or damage to your vehicle we will at our option:

- repair, reinstate or replace your vehicle to a condition substantially the same as, but not better than, its condition immediately before the accident; or
- pay the amount of the loss, damage or theft to you.

If your vehicle is listed on your Insurance Certificate as being insured on a market value basis the amount that we pay will not exceed the market value at the time of the loss.

If your vehicle is listed on your Insurance Certificate with a sum insured, the amount that we pay will not exceed the lesser of the sum insured or the market value at the time of the loss.

Our settlement in the above situations will be reduced by the amount of your entitlement to an input tax credit in respect of that market value or sum insured.

### **Total loss claims**

Your vehicle is a total loss if it is:

- damaged and we consider that the cost of repairing it is uneconomical; or
- if it is stolen and we consider that all reasonable lines of enquiry to locate it have been exhausted.

Where your vehicle is a total loss:

- cover under your policy for the vehicle ends and you are not entitled to any return premium in respect of the vehicle;
- we may elect to take the remains and ownership of your vehicle by giving you written notice.

When we acquire the remains of your vehicle we immediately acquire an equitable interest in the vehicle to the full extent of your interest in the vehicle (including any interest that may be attributable to any applicable excess).

You are then required to take all necessary steps, at your cost, to immediately transfer the legal title to the vehicle to us or to our nominee and, at our cost, to promptly give possession of the vehicle to us or to our nominee. If you fail to comply with the above requirements, we may reduce the amount of our claim payment in respect of the vehicle by the amount of any prejudice suffered by us as a result of your inaction. (For example, if your failure to comply results in a reduction in our share of the vehicle's sale proceeds).

We will sell the remains of the vehicle and deal with the sale proceeds on the following basis:

- if the vehicle's sum insured is less than its market value, we will retain the proportion of the proceeds of the sale as

the vehicle's sum insured bears to its market value, and we will account to you for the balance;

- if the vehicle's sum insured is 100% or more of its market value, we will retain all the proceeds of sale.
- if any interested party named in your Insurance Certificate

has an interest in your vehicle, we may pay the claim payment and your share of the proceeds of the sale of the vehicle to that party to the extent of its interest in the vehicle and pay any balance to you and that will be full discharge of our liability in regard to the loss.

### Replacement new vehicle

If your comprehensively insured vehicle is declared a total loss within one year (or within two years if your vehicle is a sedan or a utility with a carrying capacity of less than 2 tonnes) of the starting date of the original registration, we will at our option, replace your vehicle with a new vehicle of the same make, model or series. We will also pay for the on road costs (excluding registration and compulsory third party insurance) of the new vehicle.

If a similar replacement vehicle is no longer available we will pay you the sum insured as shown on your Insurance Certificate or the market value at the time of the accident, whichever is the lesser, less the amount of your entitlement to an input tax credit in respect of the market value or sum insured, whichever is the lesser amount.

## Excesses

### When do you pay an excess?

At our discretion your excess will be:

- paid by you to the repairer when you pick up your vehicle after it has been repaired;
- paid by you to us once we have accepted a claim; or
- deducted from the amount we pay you.

You will not have to pay an excess if:

- the damage to your vehicle was caused by another vehicle and we agree that you are not at fault and you are able to identify the other vehicle and provide its registration number, the owner's name, home address and phone number;
- the damage to your vehicle did not involve another vehicle and we agree that you are not at fault and you are able to identify the responsible party and provide their name(s), home or business address(es) and telephone number(s).

### Types of excess

The types of excess and the amount payable are shown on your Insurance Certificate. All excess amounts are GST inclusive.

Depending on the circumstances of the incident the following excesses may apply:

#### Basic excess

This excess is listed on your Insurance Certificate and is the first amount you must pay on each claim.

### Driver excesses

These excesses are listed on your Insurance Certificate and are payable in addition to your basic excess if at the time of an accident the person driving your vehicle is:

- 21 years of age and under;
- 22 years to 24 years of age inclusive;
- an undeclared driver. An undeclared driver is a driver not disclosed to us or one for whom we have not received a driver's declaration declaring driving history along with details of any accidents or driving convictions.

You do not have to pay the driver excess if your:

- vehicle is stolen or damaged as a result of theft;
- claim relates to replacement of windscreen or window glass under the Optional benefit for 'Excess free windscreen cover'.
- claim relates to self propelled or towed farm machinery.

### Tipping excess

The basic excess shown on your Insurance Certificate will be increased by 100% if at the time of an accident, your vehicle is a tip truck or tip trailer (or coupled with a tip trailer i.e. a combined unit) and the tipping hoist is partially or fully extended.

If your vehicle was a combined unit at the time of the accident and the claim is solely for legal liability under Part 10 (Liability cover) of this section the basic excess applicable will be that which is the highest basic excess applicable to any insured vehicle forming part of the combined unit.

### Additional or imposed excess

An additional or imposed excess may also be applied to your insurance. If we apply an additional or imposed excess you will be advised in writing and the excess will be shown on your Insurance Certificate. This excess will apply in addition to any other excess applicable to your claim.

### No claim bonus

If you do not have a claim you earn a no claim bonus which entitles you to a discount on your next renewal. You continue to earn a bonus for each claim free year until you reach the maximum level after 5 years. This no claim bonus does not apply to all vehicles. Your Insurance Certificate will show the no claim bonus applicable.

If you have a claim and we consider that the driver of your vehicle caused, or contributed to, the accident your no claim bonus may be reduced at the next renewal.

We will not penalise your no claim bonus if:

- your claim is for damage caused by storm, earthquake or hail;
- we decide that the driver of your vehicle did not contribute to the cause of the accident and you provide us with the registration number of the other vehicle(s) and the full name, address and license number of the other driver.

### Liability cover

We will cover your legal liability to pay compensation for loss or damage to another person's property as a result of an



accident occurring during the period of insurance and caused by:

- the use of your vehicle;
- goods falling from your vehicle;
- by and during the operation of loading or unloading your vehicle, excluding the collection or delivery of the load to or from your vehicle beyond the limits of any road.

We will also pay legal costs and expenses to defend any proceedings arising from loss or damage covered by this Liability cover section provided that we have approved the costs and expenses.

The most that we will pay for a legal liability claim arising directly or indirectly from any accident is \$20,000,000 or the amount shown on your Insurance Certificate. This amount includes all legal costs incurred with our consent or for which you have a legal liability.

We will pay no more than the amount shown on your Insurance Certificate for 'Dangerous Goods Liability' for all claims for compensation that arise from the one accident if your legal liability is caused by the transport or storage of dangerous goods unless you prove that the legal liability was not caused or contributed to by the dangerous goods or their inherent dangerous nature. Where no amount is shown there is no cover.

We will not pay for:

- legal costs to defend criminal acts or fines for breaches of road traffic statutes;
- any penalties, fines, punitive, exemplary or aggravated damages for which you are liable;
- your legal liability under any contract, or if you have agreed to or accepted legal liability without our agreement first.

We do not cover claims against you for:

- damage to property belonging to you;
- damage to property in the custody of you or any other person covered by this section of the policy;
- damage to the load or contents of your vehicle or any vehicle towed by your vehicle;
- any liability arising directly from any industrial award or agreement or determination;
- any legal liability incurred by or in connection with your vehicle, or any plant or equipment attached to your vehicle, if it is a tool or item of equipment and is being used for the purpose for which it was designed, other than for driving on a public road, at the time of the incident giving rise to the legal liability;
- any legal liability arising as a result of your vehicle causing vibration;
- loss or damage caused by the emission of exhaust fumes or by the application or attempted application of any material applied or intended for application to land or vegetation;
- any legal liability for loss of use of an insured vehicle that is not owned by you.

### **Supplementary bodily injury**

We will cover your legal liability, including costs and expenses to defend any proceedings, to pay compensation for death or

bodily injury caused by and arising from the use of your vehicle, if your vehicle is registered for use on a public road when the liability is incurred, provided that the event or series of related events that gave rise to the legal liability, or any part of it, is not covered or indemnified in any way by any statutory or compulsory insurance policy (or any statutory or compulsory insurance) or any compensation scheme or fund.

There is no cover for claims involving death or bodily injury if the legal liability is not covered under or indemnified in any way under a statutory or compulsory insurance policy or compensation scheme or fund because you failed to:

- insure your vehicle;
- register your vehicle;
- comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund, to any person who is:
  - driving or in charge of your vehicle;
  - an employee;
  - a member of your family.

### **What we do not cover**

You are not insured under any part of this Motor Vehicle section if your vehicle:

- is being driven or operated by or in the charge of a person who does not have a driver's licence when required by law to have one or that person is not correctly licensed to drive your vehicle;
- is being driven or operated by or in the charge of a person:
- who is under the influence of alcohol or any drug;
- who has more than the legal limit of alcohol or any drug in their blood;
- who refuses to undergo a legal test for alcohol or drugs.

We will not refuse your claim if you can satisfy us that you had no reason to suspect that the driver was:

- not licensed or not properly licensed; or
- affected or their judgment was impaired by alcohol or any drug.

If we pay a claim, we can recover all claim costs from the person who was driving or was in charge of your vehicle.

We will not pay a claim if your vehicle:

- is being used in an unsafe or unroadworthy condition;
- is being used in, or being prepared for, experiments, tests, stunts, racing, speed or hill climbing tests, other motor sports, events or demonstrations;
- is carrying passengers for payment unless as part of a private vehicle pooling arrangement;
- is let or hired by you;
- is carrying or towing a heavier load or carrying more passengers than it is designed for or is permitted by law;
- is being used for any purpose other than your private use or use in accordance with your farm business unless specified in your Insurance Certificate.

Your Motor Vehicle section does not pay for:

- any loss or financial loss because you cannot use your vehicle;

- damage to tyres caused by braking, punctures, cuts or bursting of the tyres unless the damage was caused by an accident, theft or by a malicious act;
- loss of use of your vehicle, depreciation, wear, tear, rust or corrosion;
- the cost of repairing structural, mechanical or electrical failures, malfunctions or breakdowns;
- loss or damage to your vehicle that was in existence prior to the commencement of this insurance;
- the cost to repair pre-existing or old damage, faulty workmanship, or incomplete repairs that were carried out prior to the incident which resulted in a claim for loss or damage under this policy;
- loss of use or damage as a result of the lawful seizure of your vehicle;
- a deliberate, intentional, malicious or criminal act (including theft, misappropriation or conversion) caused by or involving:
  - you, or any other person named on your Insurance Certificate,
  - any person who is acting with your express or implied consent;
- any claim that is less than the excess that would have applied if the faultless excess provisions of this policy had not been applicable;
- loss or damage to your vehicle in excess of its market value or the sum insured as shown on your Insurance Certificate;
- the unexpired portion of the registration fee for your vehicle that is recoverable from the relevant authorities when your vehicle is a total loss;
- any loss if your vehicle is a lifting device and is being used in a lifting operation and the load is shared between your vehicle and any other lifting device;
- any loss while your vehicle is being used in underground mining or underground excavation;
- any loss while your vehicle is travelling on rails, other than when it is being conveyed as a load;
- any loss outside Australia except when your vehicle is in transit between places within Australia;
- any amount of GST, or any fine, penalty or charge that you are liable for because of a failure to disclose, or misstatement made by you, in relation to your entitlement to an input tax credit for the premium;
- any loss of value (however determined) in relation to your vehicle after it has been repaired;
- malicious damage or theft of or from your vehicle after an event giving rise to a claim if reasonable steps have not been taken to protect or safeguard your vehicle;
- any amount for an insured vehicle that is not owned by you while that vehicle is not in your lawful custody or control;
- any amount for loss or damage to your trailer or legal liability arising directly or indirectly from the use of your trailer if there is a Non Owned Trailer Liability contract of insurance which provides cover for the same trailer;
- any loss or damage to any machinery, equipment, part, accessory or other property which:

- is a computer or which contains or comprises any computer technology (including computer chip or control logic)
- that fails to perform or function in the precise manner for which it was designed for any reason arising from the
- performance or functionality of such computer technology (including computer chip or control logic), or
- arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

This insurance is underwritten by

HDI Global Specialty SE – Australia (HDI Global Specialty)  
(ABN 58 129 395 544, AFS Licence number 458776)

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