



Farm Pack

Product Disclosure Statement and Policy Document.

Insurance solutions from A – Z

Allianz 

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under an agency agreement such as a binder with Us, then they are acting as Our agent and not as Your Agent.

If Your Policy has been issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Note: You may purchase insurance through the insurer of Your choice.

Where this Policy has been arranged through an intermediary, a commission is payable by Us to them for arranging the insurance.

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Introduction

This document contains information designed to help You decide whether to buy Our Farm Pack Policy.

About Allianz

Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 is the insurer of this Policy and is one of Australia's largest general insurers. We utilise years of local expertise, combined with global experience to offer a wide range of products and services to Our customers. As a member of the worldwide Allianz Group, We are committed to continuous improvement of Our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services.

Summary of the available covers

You can apply to buy any of the following – You choose what You need.

Cover Type	Summary of covers (Each Section contains details of the limits, specific conditions and exclusions that apply)
Section One – Home Property	<p>You can apply to buy:</p> <ul style="list-style-type: none"> • Buildings Cover (see part A); and/or • Contents Cover (see Part A); • Personal Effects Cover (see Part B); and/or • Domestic Workers Compensation Cover (see Part C)
Section Two – Farm Property	<p>This covers Farm Property for physical loss or damage caused by Defined Events and provides a number of automatic additional and optional benefits.</p>
Section Three – Public and Products Liability	<p>This covers You for amounts You are legally liable to pay as compensation for Personal Injury and/or Property Damage occurring within the Territorial Limits as a result of an Occurrence in connection with Your Farming Business. It also provides a number of automatic additional benefits.</p>
Section Four – Motor Vehicles	<p>If You choose comprehensive cover – You are covered for:</p> <ul style="list-style-type: none"> • accidental loss or damage to Your Vehicle caused by an accident or Theft; • Your legal liability to pay compensation for loss or damage to someone else's property caused by a motor vehicle accident which is partly or fully Your fault and arises from the use of Your Vehicle or caravan or trailer towed by it; and • supplementary bodily injury. <p>It also provides a number of automatic additional and optional benefits.</p> <p>If You choose third party property damage cover only – You are covered for legal liability and supplementary bodily injury. It also provides a number of automatic additional benefits.</p> <p>If You choose third party property damage, fire and Theft cover only – You are covered for:</p> <ul style="list-style-type: none"> • loss or damage to Your Vehicle caused by fire or Theft; and • legal liability and supplementary bodily injury. <p>It also provides a number of automatic additional benefits.</p>
Section Five – Personal Accident and Sickness	<p>This provides for payment of:</p> <ul style="list-style-type: none"> • a set percentage of the Capital Sum Insured if the Insured Person suffers from an Injury resulting in a Defined Event; • a Weekly Benefit for Temporary Total Disablement as a result of a Defined Event or sickness or a Temporary Partial Disablement as a result of a Defined Event. <p>It provides a number of automatic additional benefits and an optional guaranteed renewable benefit.</p>
Section Six – Land Transit	<p>This covers loss or damage to Farm Goods or Livestock while in a conveying vehicle on land caused by one or more of the Defined Events.</p> <p>It also provides a number of additional benefits.</p>

Cover Type	Summary of covers (Each Section contains details of the limits, specific conditions and exclusions that apply)
Section Seven – Pleasure Craft	This covers You for: <ul style="list-style-type: none"> loss (including Theft) or damage to Your Craft caused by an accident which occurs while it is ashore within Australia or afloat on Australian Coastal Waters. Your legal liability to pay compensation for accidental death of or bodily injury to any person; accidental loss or damage to someone else’s property; the cost of raising removal and destruction of Your wrecked Craft or any attempt to do so; and any neglect or failure to remove or destroy it, caused by the use and ownership of the Craft by You. It also provides a number of automatic additional and optional benefits.
Section Eight – Machinery Breakdown	This covers damage to Your insured electrical and mechanical machinery, boilers and pressure vessels for loss or damage caused by Breakdown. It also provides a number of automatic additional benefits and an optional deterioration of stock benefit.
Section Nine – Computer/ Electronic Equipment	This covers Breakdown of Your insured computers and/or electronic equipment caused by the occurrence of a Defined Event. An optional restoration of data benefit is also available.
Section Ten – Theft of Farm Property	This covers You for loss of or damage to: <ul style="list-style-type: none"> Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain and Wool which occurs as a result of Theft or attempted Theft at the Situation; and Money which occurs as a result of Theft or attempted Theft while in Your personal care or in transit. It also provides a number of automatic additional benefits.
Section Eleven – Miscellaneous	Part A – Working Dogs covers You for loss or damage to Your Working Dog(s) caused by a Defined Event. Part B – Frozen Embryos/Semen covers You for accidental loss or damage to Property Insured.
Section Twelve – Tax Audit	This covers You for the Professional Fees reasonably and necessarily incurred within the Commonwealth of Australia in connection with an Audit.
Section Thirteen – General Property	This covers You for accidental damage to Your Insured Property caused by any sudden, unexpected or unforeseen occurrence.

Understanding Your Policy and its important terms and conditions

To properly understand the Policy’s significant features, benefits and risks You need to carefully read:

- about each of the available types of cover and benefits in the relevant Sections One – Thirteen (the cover provided under each Section can be affected by the following);
- the rest of this “Introduction” section – this sets out how You apply for cover, the basis on which We insure You,
- the Duty of Disclosure You need to meet before We insure You, Our privacy information and Our dispute resolution procedures;
- the “General definitions” section – this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;

- the “General exclusions applicable to all Sections of this Policy” section – this sets out the general exclusions and limits that apply to all covers and benefits;
- the “General conditions applicable to all Sections of this Policy” section – this sets out certain general rights and obligations that You and We have. If You do not meet them We may be able to refuse to pay a claim;
- Your Schedule and any endorsements or other written changes to the cover We issue You with – these contain specific details relevant to You and can affect the cover.

Applying for cover

The proposal is the application form completed by You or on Your behalf. We rely on this information to decide whether to offer insurance and the terms on which We provide cover.

When You apply for the Policy by completing a proposal, We or Our representative will confirm with You:

- the covers You require (including the property You wish to cover, the limits You require for certain covers (if optional), whether any third parties will be noted as having an interest, and the Excesses that You must contribute for certain claims) – We only cover You for those Policy Sections and optional benefits shown as covered on Your Schedule up to the relevant specified limits.

The maximum amount We pay will not exceed the Sum Insured or the Limit of Indemnity for the relevant Policy Sections shown as insured on Your Schedule.

The Policy sets out the cover We provide. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential loss. If they are not, You may be underinsured and have to bear part of any loss Yourself.

You should also read the GST Notice in the “General conditions applicable to all Sections of this Policy” section to understand how GST is applied to a claim.

- whether any standard terms need to be varied (this may be by way of an endorsement);
- the Period of Insurance;
- Your premium – the base premium We charge varies according to Your risk profile (e.g. location of risk, the type of property being insured, the cover required, other persons being insured and Your claims history etc).

In some cases discounts may apply if You meet certain criteria We set. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable). In some cases a service fee will apply where You select to pay Your premium by instalments.

We tell You the total amount payable when You apply and when and how it can be paid. This is confirmed in Your Schedule We issue You with.

If You pay Your premium by instalments, refer to the “General conditions applicable to all Sections of this Policy” section for important details on Your and Our rights and obligations. Note that an instalment premium outstanding for 14 days may result in our refusal to pay a claim.

The above details are recorded in Your Schedule We issue to You after cover is entered into.

Cooling off and cancellation rights

You have cooling off and cancellation rights (see the “General conditions applicable to all Sections of this Policy” on pages 11 to 14 for details).

Basis on which We insure You

We agree to insure You:

- based on the information provided in Your proposal and subject to payment of the required premium by the required date.
- in accordance with the Policy terms and conditions – Your Policy is made up of Your proposal, this Policy Document, Your Schedule and any written endorsements We issue to You. You should carefully read all of these as if they are one document and keep them in a safe place.

If You require further information about the Policy or wish to confirm a transaction, please refer to the contact details provided on the back cover.

Information on this Product Disclosure Statement (PDS)

This Policy provides a number of covers which may or may not be provided to You as a retail client under the Corporations Act 2001 (Cth) (the Act) depending on your circumstances. Only the parts of this Policy Document relevant to cover provided to You as a retail client and any other documents We tell You are included, make up the PDS for the purposes of the Act. It is important that You read this document and all other Policy documentation We provide to ensure You are happy with the cover You choose. Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling Us on 13 2664 EST 8am-6pm, Monday-Friday. If the update is to correct the PDS, We will provide You with a new PDS or a supplementary PDS.

Preparation Date: 30/04/2010.

Your Duty of Disclosure

Before You enter into an insurance contract with Us, the Insurance Contracts Act 1984 requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

We set out this duty below.

Your Duty of Disclosure when You enter into this Policy with Us for the first time

You will be asked various questions when You apply for this Policy. When You answer these questions, You must:

- give Us honest and complete answers;
- tell Us everything that You know; and
- tell Us everything that a reasonable person in the circumstances could be expected to know is relevant to Our decision whether to insure You and whether any special conditions need to apply to Your Policy.

This duty applies when You extend or vary the Policy.

What don't You need to tell Us?

You do not need to tell Us about any matter:

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

Who must tell Us?

Everyone who is insured under the Policy must answer the questions in this way.

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

If You or they do not answer the questions in this way, We may cancel the Policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the Policy as if it never existed, and pay nothing.

Privacy Act 1988 – Information

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect it to provide our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of our related companies and alliance partners that may interest you (but you can opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at www.allianz.com.au). If you do not provide the information we require we may not be able to provide you with this service.

We disclose information to third parties who assist us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, your agents and other persons where required by law). We prohibit them from

using it for purposes other than those we supplied it for. Where you provide us with information about another person for the above purposes, you must tell us if you haven't got their consent to this. If you wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other query relating to Privacy, contact us on 13 2664 EST 8am-6pm, Monday to Friday.

General Insurance Code of Practice – providing You with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists You by contacting Us on 13 2664 EST 8am-6pm, Monday-Friday.

Dispute resolution process – helping You solve any problems

We have a free internal complaints resolution process that can be accessed by contacting us using the details on the back cover. If this process doesn't resolve the complaint we will give you information about how to access available external dispute resolution schemes.

Contact for assistance or confirmation of cover

If You need to confirm any Policy transaction or clarify any of the information contained in this Policy or if You have any other queries, please call 13 2664 EST 8am-6pm, Monday-Friday.

Renewal Procedure

Before Your Policy expires, We will normally offer renewal by sending a notice advising the amount payable to renew the Policy. It is important that You check the Sums Insured before renewing each year to satisfy Yourself that they continue to represent current full replacement values, to ensure that You are properly covered in the event of a major loss.

Compensation Arrangements

Allianz Australia Insurance Limited ABN 15 000 122 850 is a general insurer authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia. We are supervised by the Australian Prudential Regulation Authority (APRA) and subject to the prudential requirements of the Insurance

Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and this Policy. If Allianz were to fail and was unable to meet its obligations under the Policy, persons covered under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60;
- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and this Policy. This legislation has been put in place to protect certain eligible persons where a general insurer authorised under the Act fails and is unable to meet its obligations under a Policy; and
- We are exempted by the Corporations Act 2001 (Cth) from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

General definitions applicable to all Sections of this Policy

These definitions apply to and should be read in relation to each of the Sections unless they are defined differently in the relevant Section.

“Burglary” means theft following forcible and violent entry.

“Collection” means a group of individual items, pairs or Sets which are of a similar type and which, when assembled and displayed together as a group, take on a value greater than the sum of the individual items, pairs or Sets.

“Defined Event” means an event shown in the individual Section (which Your Schedule says is operative) under the heading “Defined Events” and for which cover is available under that Section only.

“Excess” means the amount You must pay towards the cost of a claim under those Sections of Your Policy where We state that an Excess applies.

“Farming Business” means:

- farming activities declared by You to Us, and
- incidental farm contracting,

excluding activities involving:

- paying guests or lodgers, or
- visitors associated with tourist or hosting operations,

unless We have stated otherwise in Your Schedule.

“Flood” means the inundation of normally dry land by water that has escaped or been released from the normal confines of any natural watercourse, lake or lagoon whether or not altered or modified, or of any reservoir, canal or dam.

[Note: This Policy does not cover loss or damage caused by or arising from Flood to Section One – Home Property, Section Two – Farm Property or Section Thirteen – General Property.]

“Limit of Liability” means the amount(s) stated in Your Schedule as the Limit of Liability for the particular cover or Section.

“malicious damage” means the wilful act or acts of a person or persons, other than You or Your agents and employees or other representatives, which causes damage to the Contents and/or Building of the Main Homestead with the deliberate and direct intention of denying You the use or benefit of the Buildings and/or Contents damaged; it does not mean theft, burglary or housebreaking.

“Period of Insurance” means the period of time commencing on the effective date stated in Your Schedule and ending on the expiry date stated in Your Schedule or the date of cancellation, whichever is the earlier.

“Policy” means this document and any endorsement, specification, attachment (or item intended to be attached to it), Your Schedule and the Proposal.

“Property Insured” means all real and personal property shown as insured in Your Schedule in respect of the relevant Section and not otherwise excluded.

“Rainwater” means rain falling naturally from the sky onto the Buildings and/or ground.

“Run-off” means Rainwater that has collected on or has flowed across normally dry ground or has overflowed from:

- swimming pools or spas, or
- normally dry storm water gutters and normally dry drains, which have been built or approved by a government or public authority.

“Set” means a group of similar or related items that belong together.

“Schedule” means the most recently dated schedule to the Policy We have provided to You which specifies important information such as the Policy number, Situation, those Sections and optional benefits that are in force, the details of the Property Insured and the Sums Insured.

“Situation” means the situation of the farm stated in Your Schedule.

“Storm” means violent wind (including cyclones and tornadoes), thunderstorms or hail which may be accompanied by rain or snow.

“Storm Surge” means the short period rise or fall of the sea level produced by a cyclone.

“Sum Insured” means the amount(s) stated in Your Schedule as the Sum Insured for the particular cover or Section.

“Theft” means theft without forcible entry.

“Tsunami” means an ocean wave caused by a disturbance of ocean floor or by seismic movement.

“Water” includes Rainwater, snow, sleet or hail.

“We”, “Our” or “Us” means Allianz Australia Insurance Limited AFS Licence No. 234708, ABN 15 000 122 850 of 2 Market Street, Sydney, NSW, 2000.

“You” or “Your” means the person(s) or legal entity named in Your Schedule as the insured and those people who live with You permanently who are any of the following:

- Your legal spouse or de facto (meaning a de facto relationship where You and Your partner are living together in a genuine domestic relationship), or
- any member of Your own and Your spouse’s or de facto’s family.

General exclusions applicable to all Sections of this Policy

1. The Policy does not cover loss, destruction, liability, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), or damage:

a. War

caused by or arising from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military uprising;

b. Nuclear

caused directly or indirectly by or arising from ionising radiation or contamination by radioactivity from:

- i. any nuclear fuel or from any nuclear waste,
 - ii. from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission), or
 - iii. nuclear weapons material;
- c. Lawful seizure**
caused by any lawful confiscation, destruction, detention, nationalisation, requisition or seizure;
- d. Heat**
to any property as a result of it undergoing any process involving the application of heat;
- e. Inherent defects**
caused directly or indirectly through inherent defects, faulty design, structural defects or poor workmanship;
- f. Wilful acts**
- i. caused directly or indirectly by any actual or alleged:
 - dishonest, fraudulent, criminal act or malicious act;
However, the exclusion for malicious acts under this clause (f)(i) only shall not apply to the Main Homestead.
 - wilful breach of any statute, contract of duty,
 - conduct intended to cause loss or damage or with reckless disregard for the consequences,
- of
- You, or
 - any person who is acting with Your express or implied consent.
- ii. caused directly or indirectly by any actual or alleged:
 - dishonest, fraudulent, criminal act or malicious act (other than fire or explosion);
 - wilful breach of any statute, contract of duty,
 - conduct intended to cause loss or damage or with reckless disregard for the consequences,
- of
- Your tenants, or
 - the invitees of You or Your tenants.

An Excess of \$2,000 applies to any claim for loss or damage caused by fire or explosion arising from the malicious act of:

- Your tenants, or
- the invitees of You or Your tenants.

In the event that the \$2,000 Excess applies the normal Policy Excess shown in Your Schedule will not apply.

g. Wear and tear

arising out of depreciation, fading, scratching or marring, gradual deterioration or developing flaws, wear and tear;

“malicious acts” means the wilful act or acts of a person or persons, other than You or Your agents and employees or other representatives, which causes damage to the Contents and/or Building of the Main Homestead with the deliberate and direct intention of denying You the use or benefit of the Buildings and/or Contents damaged; it does not mean theft, burglary or housebreaking.

2. Except as specifically provided otherwise, this Policy does not cover:

- a. consequential loss of any kind;
- b. legal liability to pay compensation;
- c. damage caused by faults or defects known to You or any employee whose knowledge in law would be deemed to be Yours and not disclosed to Us at the time this Policy was entered into.

3. This Policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which 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).

4. Terrorism

This policy excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any act of Terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of Terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any

nation or any political division thereof, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

This Policy also excludes and does not cover death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

5. Electronic Data

Except as specifically provided otherwise, this Policy does not cover any loss or damage arising directly or indirectly out of:

- a. Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA,
- b. Error in creating, amending, entering, deleting or using ELECTRONIC DATA, or
- c. Total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all, or
- d. Any business interruption losses resulting therefrom,

regardless of any other contributing cause or event when ever it may occur, unless such loss or damage is a direct consequence of otherwise insured physical damage and provided that Reinstatement of Data Media and/or Business Interruption is insured by this Policy.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

Any terrorism exclusion that applies to this Policy prevails over this exclusion.

6. Asbestos

This Policy shall not apply to and does not cover 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, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

General conditions applicable to all Sections of this Policy

Please Note: If You do not meet the following conditions (other than the cancellation condition), We may cancel the Policy and/or reduce or refuse to pay a claim.

1. Reasonable care and maintenance

You must take reasonable precautions to prevent Personal Injury or property damage as if You were not insured by the Policy. This would include taking all reasonable care:

- a. to prevent Injury and Sickness (as defined in Section Five – Personal Accident and Sickness), loss, damage or legal liability;
- b. to maintain the Property Insured in sound condition, in particular to minimise or avoid Theft, loss, damage or liability;
- c. to comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements;

If You are, for example, operating machinery that is used for harvesting farm produce:

- (i) You must comply with all Australian Standards relating to the prevention or containment of fire; and
- (ii) You must cease operating harvesting machinery on days or periods declared by any government authority to be a “harvest ban” day or period;

- d. to minimise any loss or damage.

2. Cooling off and Cancellation rights under the Policy

- a. Cancellation of Policy
 - i. You may cancel and return this Policy at any time by notifying Us in writing;
 - ii. We have the right to cancel this Policy where permitted by law. For example, We can cancel:
 - if You failed to comply with Your Duty of Disclosure, or
 - where You have made a misrepresentation to Us during negotiations prior to the issue of this Policy, or

- where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium, or
- where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You, or
- where We agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.

iii. If You or We cancel the Policy We may deduct a pro rata proportion of the premium for time on risk, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover.

iv. In the event that You have made a claim under this Policy and We have agreed to pay the full Sum Insured for Your Property Insured no return of premium will be made for any unused portion of the premium for the Sections under which the full Sum Insured has been paid.

b. Cooling off Period

If the Policy does not meet Your requirements, You may return the Schedule to Us within 14 days of the inception date of the cover together with a written notice that the Policy is not required and You will receive a full refund of premium providing nothing has occurred for which a claim is payable under the Policy.

3. Non payment of premium by instalments – Right to refuse a claim

Where You pay Your premium by instalments, You must ensure that they are paid on time because if one instalment has remained unpaid for a period of at least 14 days, We may refuse to pay a claim. We will notify You if an instalment has not been paid.

4. Waiver of subrogation rights

We will not be liable to pay any benefits under this Policy for loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness) damage or liability if You agree or have agreed to limit or exclude any right of recovery against a third party who would be liable to compensate You for that loss, damage or liability. However:

- a. We will waive any rights and remedies or relief to which We are or may become entitled by subrogation against:

- i. any co-Insured (including directors, officers and employees);
 - ii. any corporation or entity (including its directors, officers and employees) owned or controlled by any Insured or against any co-owner of the Property insured.
- b. You may without prejudicing Your position under this Policy:
- i. release any statutory governmental, semi-governmental or municipal authority from any liability if required by contract to do so;
 - ii. agree to enter into a contract for storage of goods if the items of the contract include a disclaimer clause;
 - iii. agree to enter into a lease for occupancy of any Situation or a lease or hiring of property where the terms of the lease or hiring include a disclaimer clause in favour of the lessor or the owner.

5. Alteration to risk

If You become aware of any changes in the facts or circumstances to those which existed when this insurance commenced that change the nature of the risk (for example, the nature of or type of Your Farm Business, other circumstances that affect the Situation or Property Insured) in a way that would increase the risk of loss or damage You must notify Us in writing.

If We agree to the change We will do so in writing and You must pay Us any additional premium We require.

6. Situation left unattended

If Your Situation is left unattended for any period in excess of 60 consecutive days, We will not pay for loss or damage to property to:

- a. Section One – Home Property;
- b. Section Two – Farm Property;
- c. Section Eight – Machinery Breakdown;
- d. Section Nine – Computer/Electronic Equipment Breakdown;
- e. Section Ten – Theft;

unless You have Our prior agreement in writing. We may require You to pay an additional premium.

However, for claims involving the Main Homestead the period under this Exclusion 6. shall be 90 consecutive days.

7. Other insurance

You must give Us written notice of any insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, the subject matter of the various Sections of this Policy. We will not pay a claim for the same loss under two different sections of this Policy.

8. Claims procedure

- a. As soon as You become aware of anything happening which may result in a claim under this Policy You must, at Your own expense:
 - i. immediately inform the police of any malicious damage, Theft, attempted Theft or loss of property;
 - ii. advise Us as soon as possible by telephone or facsimile telling Us how the loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), damage, or liability occurred;
 - iii. take all reasonable action to recover lost or stolen property and minimise the claim;
 - iv. within reason You must keep any damaged property until We have had an opportunity to inspect it;
 - v. give Us all the information, proof and assistance We may require to prosecute, defend or settle Your claim including details of any other insurance effected by You or on Your behalf;
 - vi. provide Us with a detailed account of the circumstances surrounding the loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), damage and the amount being claimed. You must provide a Statutory Declaration if We request it. When you make a claim for loss or damage to any item insured by this Policy We will ask You to provide evidence of value and ownership of the property. Receipts, valuations, photographs and instruction manuals will assist You to prove that You owned the item and prove its value;
 - vii. give Us immediate notice of the commencement of any legal proceedings against You including notice of any impending prosecution or details of any inquest or official inquiry;
 - viii. at all times give Us all the information and assistance We may reasonably require;
- b. You MUST NOT:
 - i. admit liability for, or offer, or agree to settle any claim without Our written consent,

- ii. authorise the repair or replacement of anything without Our agreement unless for safety reasons or to minimise or prevent further imminent loss, damage, liability or injury;
- c. After You have advised Us of any loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), or damage as set out in this general condition:

- i. You must comply with all the terms of the general conditions before We will meet any claim under this Policy,
- ii. We have the right to recover from any person against whom You may be able to claim any money paid by Us and We will have full discretion in the conduct, settlement or defence of any claim in Your name. The amount recovered will be applied first to reducing the amount by which Your loss exceeds the payment made by Us.

Any balance remaining after You have been fully compensated for Your loss, up to the amount We have paid to You to settle Your claim (including Our legal fees for recovery), will be retained by Us,

- iii. We may take over and conduct, in Your name, the defence or settlement of any claim and We will have full discretion in the conduct of any proceedings in connection with the claim,
 - iv. We may pay You the Sum Insured or Limit of Liability under the applicable Section or any lesser amount for which a claim or claims under that Section may reasonably be settled. After We have paid You, We will no longer be liable for the claim(s) (or future conduct of the claim(s)) except for costs and expenses incurred up until the time We agreed to pay,
- d. If You recover or find any lost or stolen Property Insured for which We have paid a claim, You must:
- i. tell Us immediately; and
 - ii. give Us the recovered or found Property Insured if We request You to do so;
- e. If You advise Us of loss or damage to Property Insured, as set out in this general condition:
- i. We may, or anybody We appoint may:
 - enter, take or keep possession of the property that has been damaged or destroyed;
 - take or keep possession of the property as We may reasonably require for the purposes of Our investigations; and

- if We accept liability for the loss, sell such Property Insured or dispose of it in a reasonable manner.

But, You are not entitled to abandon property to Us. If We enter, take or keep possession of the property it will not be an admission of liability nor will it affect any of Your obligations under this Policy,

- ii. if We elect or become bound to reinstate or replace any property, You must at Your own expense produce and give Us all such plans, documents, books and information as We reasonably may require,
- iii. We will not be bound to reinstate exactly or completely, but only in a reasonable manner given the circumstances. In no case will We be bound to pay in respect of any of the property more than the Sum Insured or Limit of Indemnity.

9. Reinstatement of Sum Insured for Sections One, Two, Six, Seven, Eight, Nine and Ten

In the event of loss or damage insured under Sections One – Home Property, Section Two – Farm Property, Section Six – Land Transit, Section Seven – Pleasure Craft, Section Eight – Machinery Breakdown, Section Nine – Electronic Breakdown and Section Ten – Theft, the amount by which the Sum Insured or Limit of Liability is reduced as a consequence any claim for loss, damage or liability which We have settled, We will automatically reinstate Your Sum Insured or Limit of Liability from the date of the loss, damage or liability unless:

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

10. One event for Earthquake

Only for the purpose of the application of any Excess, all damage resulting from earthquake occurring during each period of 72 consecutive hours will be considered as one event, whether such earthquake is continuous or sporadic in its sweep and/or scope and the damage was due to the same seismological conditions. Each event will be considered to have commenced on the first happening of any such damage not within the period of any previous event.

11. GST Notice

This Policy has a GST provision in relation to premium and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need. Please read it carefully. Seek professional advice if You have any queries about GST and Your insurance.

Sums insured

All monetary limits in this Policy may be increased for GST in some circumstances (see below).

Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- a. Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item insured under the Policy) We will pay for the GST amount.

We will pay the GST amount in addition to the Sum Insured/Limit of Liability or other limits shown in the Policy or in Your Schedule.

If Your Sum Insured/Limit of Liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled.

- b. Where We make a payment under this Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.
- c. Where the Policy insures business interruption, We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by Your Farming Business that is relevant to Your claim.

Disclosure – Input Tax Credit Entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

12. Interests of other parties

- a. The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the Property Insured and who are specifically noted in Your records shall be automatically included as third party beneficiaries without notification or specification. The nature and extent of such interest is to be disclosed to Us in the event of damage. Any other persons not in this category or not named on Your Schedule are not covered and cannot make a claim. All third party beneficiaries must comply with the terms and conditions of the Policy.
- b. Where the protection provided by this Policy covers the interest of more than one party, any act or omission of an individual party will not prejudice the rights of the remaining parties, subject to:
 - i. the general exclusion 1(f) Wilful Acts, and
 - ii. provided the remaining parties must, immediately on becoming aware of any act or omission that increases the risk of loss, Injury or Sickness (as defined in Section Five – Personal Accident and Sickness), damage or liability, give notice in writing to Us and on demand pay such reasonable additional premium as We may require.

13. Excesses

An excess is the amount shown in the appropriate Section of Your Schedule which You must pay towards the cost of a claim under Your Policy unless We state otherwise in any Section and/or part of Your Policy. If a claim arises from a single event and You can obtain cover under more than one Section, You will only be required to pay the highest single Excess applicable regardless of the number of Excesses applying to the individual Sections.

14. Governing law and jurisdiction

This Policy is governed by the laws of Australia. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or territory in which the Policy was issued.

15. Headings

Headings are included for reference purposes only and do not form part of the Policy for interpretation.

Section One – Home Property

Cover options

The following cover options are available under this Policy Section:

Part A – Buildings and/or Contents;

Part B – Personal Effects; and

Part C – Domestic Workers' Compensation.

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“Body Corporate” means the body corporate, owners' corporation, corporation, strata company or strata corporation of the strata title development applicable to the strata or unit legislation which applies in the State or Territory of the Situation.

“Building(s)” means any fully enclosed building or buildings listed on Your Schedule which is or are primarily used as a place of residence.

“Children” means Your natural children, foster children or legally adopted children, who are either:

- under 19 years of age; or
- an unmarried, full time student under 26 years of age,

and who permanently live with You when they are not studying.

“Common Property” means property owned by the Body Corporate forming part of the Strata Title development.

“Contents In The Open Air” means contents which are located:

- in the open air, or
- under an open sided structure or carport, or
- on a patio or verandah, or
- in or on a motor vehicle, caravan, trailer or watercraft, or
- in a tent

“Main Homestead” means one Building only per Policy which is the dwelling that is occupied and maintained by You or Your farm manager as the primary and principal residence and extends only to include the area of domestic lawn or garden not exceeding two hectares immediately surrounding such dwelling.

“Strata Title” means any form of land title which allows for multiple individual titles to exist in or on a block of land where the common property is held under a single separate title.

“occurrence” means any event or events resulting in Personal injury and/or Property Damage and which is/ are neither expected nor intended by You. Any series of events consequent upon or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions, which result in Personal Injury and/or Property Damage, are deemed to be one occurrence.

Part A – Buildings and/ or Contents

Your Schedule will show if You have Buildings and/or Contents cover.

If You have Buildings cover

The cover

We will cover You if You suffer accidental loss or damage to Buildings listed on Your Schedule and We will cover You if You suffer malicious damage to the Main Homestead unless We state otherwise under the headings:

- a. “When We will not pay a claim under Part A – Buildings and/or Contents” on pages 28 to 30.
- b. “When We will not pay a claim under Part A – Buildings and/or Contents and/or Part B – Personal Effects” on pages 31 and 32, or
- c. “General exclusions applicable to all Sections of this Policy” on pages 9 to 11.

We will also cover You for the other benefits listed below. Details of the terms, conditions and exclusions which specifically relate to each benefit are detailed on the pages indicated.

Other benefits	page number
2. Automatic indexation of sum(s) insured	20
4. Compensation for death	20
7. Continuation of cover when You are selling a farm at Your Situation	21
10. Environmental Benefits	21
11. Fusion	22
13. Landlord's Contents	22

14. Landscaping	22
16. Legal liability – cover for injury to other people or their property	23
17. Modifications to Your Buildings – paraplegia or quadriplegia	24
18. Mortgage discharge costs	24
19. Removal of debris, professional fees and extra costs	25
20. Rental costs after an insured loss	25
21. Replacement of locks and cylinders	25
29. Extra costs of reinstatement.	27
30. Counselling	27
32. Fire Brigade attendance fees	28
34. Temporary Protection	28
35 Civil Commotion	28

What are Buildings

If You have selected Buildings cover the term “Building(s)” also includes:

1. pipes, cables, ducts, wires, meters and switches used in connection with the supply of water, drainage, sewerage, communication, lighting, cooling and heating which are Your property or for which You are legally responsible;
2. fixed appliances which are permanently connected to the electrical, gas or plumbing systems such as airconditioners, dishwashers, fans, hot water services, light fittings, room heaters and stoves;
3. fixed ceiling, wall or floor coverings (except for carpets), exterior blinds and awnings;
4. building materials located at the Situation which are to be fitted to the Buildings up to a total amount of \$1,000, but not sand, soil or gravel or any gas or electrical appliance;
5. water tanks and water pumps connected to the Building which are solely used for domestic purposes;
6. when the Buildings are not part of a strata title property, the term “Buildings” also includes all structural domestic improvements which belong to You including:
 - a. carports, patios, gazebos and other structures which are not fully enclosed;
 - b. built-in furniture;
 - c. paved paths, paved driveways, terraces, walls, gates, fences, masts, aerials, satellite dishes, tennis courts, clothes lines and built-in barbeques;

- d. permanently fixed swimming pools, saunas and spas (including their fixed accessories); and
- e. jetties which are permanently fixed to the land at the Situation and which are Your property and which have no commercial activities undertaken from them.

What are not Buildings

The following items are not Buildings:

- a. portable electrical equipment which normally attaches to a power point only;
- b. carpets, loose floor coverings, curtains and internal blinds;
- c. anything which can be covered under “What are Contents” on page 18;
- d. caravans or mobile homes;
- e. landscaping, trees, shrubs and plants unless they would be covered in benefit 14. “Landscaping” on page 22;
- f. unpaved paths or driveways constructed of earth or gravel;
- g. Farm Buildings or Farm Contents as defined on page 34.

If Your Schedule shows that You have Contents insurance, items a., b., and c. above will be covered as Contents.

How We will settle Your Buildings claim

1. Reinstatement or replacement cover

Where it is stated in Your Schedule that reinstatement or replacement cover applies,

At Our option We will:

- a. repair or rebuild any damaged part(s) of Your Building to the same condition as when it was new; or
- b. pay You the reasonable cost of repairing or rebuilding any damaged part of Your Building to the same condition as when it was new; or
- c. pay You up to the amount of the Sum Insured.

If We pay You the reasonable cost of repair or rebuilding, this means the cost of repairing or rebuilding less any discount available to Us were We to repair or rebuild.

We will adjust Your claims payment in accordance with the GST provision under “General conditions - applicable to all Sections of this Policy”, “GST Notice” on page 14.

2. Indemnity cover

Where it is stated in Your Schedule that indemnity cover applies, We will at Our option:

- a. pay You the value of Your Building which would have applied immediately prior to the loss or damage occurring, taking into account the cost of wear, tear and depreciation; or
- b. repair or rebuild any damaged part(s) of Your Building; or
- c. pay You the reasonable cost of repairing or rebuilding any damaged part of Your Building; or
- d. pay You up to the amount of the Sum Insured.

We will not pay to repair or rebuild property which has not been physically damaged.

3. Unless We have agreed in writing, repair or rebuilding of Your Building(s) must commence within six months of the loss or damage. If rebuilding or repair of Your Building(s) is not commenced within six months of the loss or damage or any extended period to which We have previously agreed in writing, We will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred.

4. If We have chosen to repair or rebuild Your damaged Buildings and You do not wish to repair or rebuild them,

We will at Our option:

- a. pay You the reasonable cost to repair or rebuild Your damaged Buildings less an amount for depreciation based on the age and condition of the Buildings; or
- b. pay You the value of the land and Buildings at the Situation immediately prior to the occurrence of the loss or damage less the value of the land and Buildings immediately after the loss or damage occurred.

5. Rebuilding may be carried out on another site at the Situation provided that We agree in writing.
6. If the claim relates to loss or damage to fixed wall, floor or ceiling coverings, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
7. If the claim is for gates, fences or freestanding walls damaged or destroyed as a result of Storm, rainwater or Run-off, We will deduct an amount from any claim settlement for depreciation based on age and condition in relation to:
 - a. the wooden parts of any gate, fence or freestanding wall, and

- b. any other materials used in any gate, fence or freestanding wall which are more than five years old, or
- c. where there is evidence of previous damage caused by wear and tear, rust, corrosion, termites, vermin, larvae or other insects.

However, We will not deduct amounts for such depreciation for claims in respect of Your Main Homestead.

In no case will We pay more than the Sum(s) Insured (less any Excess[es] which may be payable) unless We have stated differently under the heading "Other benefits We will pay under Part A – Buildings and/or Contents" on pages 19 to 28.

If You have Contents cover

The cover

This insurance will cover You if You suffer malicious damage, accidental loss or damage to Your Contents listed on Your Schedule during the Period of Insurance when they are contained in the Buildings, unless We state otherwise under the headings:

- a. "When We will not pay a claim under Part A – Buildings and/or Contents" on pages 28 to 30,
- b. "When We will not pay a claim under Part A – Buildings and/or Contents or Part B – Personal effects" on pages 31 and 32, or
- c. "General exclusions applicable to all Sections of this Policy" on pages 9 to 11.

We will also cover You for the other benefits listed below.

Details of the terms, conditions and exclusions which specifically relate to each benefit are detailed on the pages indicated.

Other benefits	page number
1. Additional costs of temporary accommodation	19
2. Automatic indexation of sum(s) insured	20
3. Change of Situation	20
4. Compensation for death	20
5. Contents in a safe deposit box at a bank	20
6. Contents In The Open Air at the Situation	20
8. Credit cards – cover for loss or Theft	21
9. Emergency storage of Contents	21
11. Fusion	22

12. Guests', visitors' and employees' property	22	8. watercraft consisting of:
15. Legal defence costs	22	a. canoes, sailboards, surfboards, surf skis; and
16. Legal liability – cover for injury to other people or their property	23	b. other watercraft less than 4 metres in length that are not powered by a motor or are powered by a motor less than 10 horsepower;
19. Removal of debris, professional fees and extra costs	25	9. bicycles;
21. Replacement of locks or cylinders	25	10. sporting equipment and fire-arms;
22. Spoilage of perishable food	26	11. portable electrical equipment apart from the electrical equipment in clauses 10, 11,12 or 18a below;
23. Temporary removal of Contents from the Situation	26	12. mobile telephones, other than mobile phones used for business purposes;
24. Title deeds	26	13. computers (including portable computers), associated hardware and software which are only used for personal purposes;
25. Transit to Your new place of residence	27	14. tools, instruments and equipment which are only used for personal purposes;
26. Student's property in boarding school dormitory or university/college residential hall	27	15. where You are a tenant, landlord's/licensor's fixtures and fittings for which You are legally responsible under the terms of Your lease, licence or similar agreement and fixtures and fittings which You have installed for Your own use and which are not insured under another policy;
27. Electronic data.	27	16. where Your Situation is a Strata Title Building, fixtures and structural improvements owned by You, which are not insurable by the Body Corporate;
28. Escape of Liquid	27	
30. Counselling	27	
31. Contents in storage	27	
32. Fire Brigade attendance fees	28	
33. Identity Fraud	28	
34. Temporary Protection	28	

What are Contents

In this Section the term "Contents" means property which belongs to You (or for which You are legally responsible) consisting of:

General Contents

1. articles of special value which You have listed on the Policy Schedule under Specified Contents
2. carpets, curtains, furnishings, furniture, household goods, internal blinds and loose floor coverings;
3. clothing and personal effects;
4. articles of special value which are listed on the Policy Schedule under Specified Contents
5. swimming pools, saunas and spas (including their fixed accessories) which are designed to be dismantled and moved;
6. mechanised or motorised golf buggies, garden equipment, wheelchairs or motorised wheelchairs which are not registered or do not require statutory bodily injury cover to be taken out;
7. motor cycles up to 125cc in engine capacity. We will only pay for loss or damage to these caused by fire or Burglary;

Contents with specified limits of cover

17. the following special items:
 - a. jewellery, including uncut stones, watches or an item containing gold and/or silver;

We will not pay more than \$10,000 for any one item, pair, Set or Collection unless they are separately listed in Your Schedule as specified Contents items;

- b. Contents items consisting of:
 - i. a document of any kind,
 - ii. a Collection or Set of any kind other than as referred to in clause 15a. above,
 - iii. a curio, a picture, a painting or other work of art, and
 - iv. an oriental rug or carpet, or similar rug or carpet.

We will not pay more than \$20,000 for any one item, pair, Set or Collection unless they are separately listed in Your Schedule as specified Contents items.

The maximum amount We will pay for any one claim in respect of these items is 25% of Your

Contents Sum Insured, unless they are separately listed in Your Schedule as specified Contents items;

18. money, cheques and other negotiable instruments up to a total value of \$1,500;
19. accessories and/or spare parts of motor vehicles, caravans, trailers, watercraft or aircraft which are not fitted to or are not being used with a motor vehicle, caravan, trailer, watercraft or aircraft, up to a total amount of \$2,000;
20. the following items which are used for business, trade or professional purposes:
 - a. computers (including portable computers), associated hardware and software, furniture and other Contents of an office or workplace up to a total amount of \$15,000;
 - b. tools, instruments and equipment up to a total amount of \$5,000;

Specified Contents items which are listed in Your Schedule

21. Specified Contents are those items which are listed in Your Schedule as “Specified Contents items”. These are items which You have individually listed due to them being of an unusual nature or of a higher value than would normally be covered. In the event of a claim You must be able to provide evidence of value and ownership of such Specified Contents items.

What are not Contents

The following items are not covered by this Policy:

- a. anything which is covered under “What are Buildings” on page 16;
- b. money, cheques or other negotiable instruments belonging to Your business, trade or profession;
- c. animals, birds, fish, insects, reptiles or spiders;
- d. trees, shrubs and plants growing outdoors in the ground;
- e. farm vehicles, farm trailers, farm machinery and mobile farming implements;
- f. motor vehicles (including motor or trail bikes, motorized mini-bikes and motorised go-karts) whether they are capable of being registered or not (unless they would be covered under “General Contents” 4. and 5. on page 18);
- g. caravans or trailers;
- h. boats and other watercraft unless they would be covered under “General Contents” 6. on page 18;
- i. aircraft, other than model aircraft.

How We will settle Your Contents claim

1. At Our option, We will:
 - a. repair or replace Your Contents; or
 - b. pay You the reasonable cost of repair or replacement; or
 - c. pay You up to the amount of the Sum Insured.

If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new less any discount available to Us were We to repair or replace it.

We will adjust Your claims payment in accordance with the GST provision under “General conditions applicable to all Sections of this Policy”, “GST Notice” on page 14.

2. When it is not possible to repair or replace a damaged item with original materials or an original item, the nearest available equivalent to the original materials or item will be used. We will not pay to repair or replace property which has not been physically damaged.
3. If the claim relates to loss or damage to carpet, loose floor coverings, curtains or internal blinds, repair or replacement is limited to the room, hall or passage in which the loss or damage actually occurred.
4. If any part of a pair, Set or Collection is lost or damaged, We will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, Set or Collection.
5. In no case will We pay more than the Sum(s) Insured shown in Your Schedule (less any Excess[es] which may be payable) unless We have stated differently under the heading “Other benefits We will pay under Part A – Buildings and/or Contents” on pages 19 to 28.

Other benefits We will pay under Part A – Buildings and/or Contents

1. Additional costs of temporary accommodation

(Applicable only when You have Contents cover)

“additional costs” means those rental and other costs which You have to incur at the location of Your temporary accommodation which are in addition to the costs You would have had to incur if You continued to live at Your Situation.

If You normally live in the Buildings, the amount We will pay will be based on the Buildings’ rentable value.

We will reimburse the additional costs You have to pay for temporary accommodation where:

- a. the Buildings You live in are damaged to such an extent that You cannot live in them, and
- b. You temporarily take accommodation elsewhere.

We will pay for temporary accommodation for:

- a. the period which We agree is reasonably necessary, or
- b. 12 months,

whichever period of time is the lesser.

We will also pay up to \$1,000 for the cost of temporary accommodation of Your pets in a commercial boarding establishment when We have agreed to pay a claim for temporary accommodation.

The maximum combined total amount We will pay under this benefit is 10% of the Sum Insured on Your Contents unless the claim applies to Your Main Homestead in which event the maximum combined total amount We will pay under this benefit is the greater of \$20,000 or 20% of the Sum Insured on Your Contents.

We will not pay the additional costs of temporary accommodation under this Section if:

- a. You have insured Your Buildings with Us and We have agreed to pay Your claim for “Rental costs after an insured loss” on page 25, or
- b. You are the landlord of the Building(s).

2. Automatic indexation of sum(s) insured

(Applicable when You have Buildings or Contents cover)

If You make a claim during the Period of Insurance, the Sum(s) Insured for Your Buildings and/or Contents will be adjusted with reference to the latest Consumer Price Index from the effective date of the current Period of Insurance.

There will be no additional premium or rebate during the Period of Insurance. However, at the end of each Period of Insurance the renewal premium for the next Period of Insurance will be calculated on the amount of the amended Sum(s) Insured at that time.

3. Change of Situation

(Applicable only when You have Contents cover)

If You are permanently moving to a new Situation in Australia, We will cover Your Contents during the Period of Insurance under the standard terms and conditions of this Policy while they are contained in the Buildings at Your Situation and in the buildings at Your new situation, for up to 14 days from the date You begin to move Your Contents.

You will not be covered if You do not notify Us of the permanent removal of Your Contents and provide details of the new situation to be insured within 14 days after You have moved to Your new situation.

4. Compensation for death

(Applicable when You have Buildings or Contents cover)

We will pay \$15,000 to Your estate if during the Period of Insurance You suffer a fatal injury at Your Situation as a result of visible bodily injury caused by burglars or by fire and Your death occurs within 90 days of the injury.

We will only pay this benefit once during any one Period of Insurance regardless of the number of Building or Contents insurance policies held with Us.

No Excess will apply to this benefit.

5. Contents in a safe deposit box at a bank

(Applicable only when You have Contents cover)

We will cover Your Contents when they are kept in a safe deposit box at a bank for accidental loss or damage.

We will not pay more than \$2,000 for any one item, pair, Set or Collection consisting of jewellery, watches or items containing gold and/or silver.

We will pay up to a total amount of:

- a. \$1,000 in total for money, cheques and other negotiable instruments; or
- b. 20% of Your Contents Sum Insured for all other Contents.

We will not cover loss or damage caused by Theft.

Nor will We cover loss or damage to title deeds under this benefit, as specific cover for this item applies under “Title deeds” on page 26.

6. Contents In The Open Air at the Situation

(Applicable only when You have Contents cover)

We will cover Your Contents In The Open Air at the Situation.

We will pay:

- a. up to a total amount of \$5,000 for loss or damage caused by Theft;
- b. up to a total amount of \$2,000 for loss or damage caused by Storm, Rainwater or Run-off; or,
- c. up to a total amount of 20% of Your Contents Sum Insured for any claimable loss other than Theft, Storm, Rainwater or Run-off.

We will not pay more than the maximum amounts shown under the heading “Contents with specified limits of cover” on page 18 for any one item, pair, Set or Collection.

We will not pay for loss or damage to the following Contents In The Open Air at the Situation:

- a. money, cheques and other negotiable instruments; or
- b. Contents used for business, trade or professional purposes consisting of:
 - i. tools, instruments and equipment,
 - ii. furniture and other contents of an office or workplace, or
 - iii. stock.

7. Continuation of cover when You are selling a farm at Your Situation

(Applicable only when You have Buildings cover)

If a contract for the sale of a farm at Your Situation has been entered into and this Policy Section is current, We will cover You for accidental loss or damage to Your Buildings up to Your Buildings Sum Insured, until such time as:

- a. the sale is completed; or
 - b. the purchaser takes possession of Your Buildings;
- whichever occurs first.

8. Credit cards – cover for loss or Theft

(Applicable only when You have Contents cover)

If Your credit card or other automatic teller machine card is lost or stolen during the Period of Insurance and You are legally liable to pay for credit given to anyone who has found or stolen Your card, We will pay up to \$5,000 for any one occurrence of loss or Theft of one or more of Your cards. You must have complied with the conditions under which Your card was issued before We will pay You under this benefit.

No Excess will apply to this benefit.

9. Emergency storage of Contents

(Applicable only when You have Contents cover)

If the Buildings You live in at the Situation are damaged by a event covered by this Policy to such an extent they cannot be lived in by You, We will pay the reasonable costs to move and store Your Contents while the Buildings are being repaired or replaced for a maximum period of 12 months.

The maximum amount We will pay under this benefit is \$5,000. Any payment We make under this benefit will be in addition to any amount We pay on Your Contents.

10. Environmental Benefits

(Applicable only when You have Buildings cover)

If Your Building has been totally destroyed by an insured event and We have agreed to rebuild Your Building, We will pay up to a maximum amount of \$5,000 of the cost to You, after deduction of any rebate You are eligible for under any government or council rebate scheme, to install any combination of the following:

- rainwater tank;
- solar power systems, including solar hot water systems or photo-voltaic (PV) power systems;
- hot water heat exchange system; and
- grey water recycling system.

Any payment We make under this benefit will be in addition to any amount We pay on Buildings.

A rainwater tank facility includes:

- a rainwater tank;
- water pump and wiring;
- foundation or tank stand;
- pipes connecting the roof to the tank; and
- installation costs.

A solar power system includes:

- solar or PV panels;
- water tank, pump;
- electrical wiring;
- foundation or tank stand;
- pipes connecting the roof solar panels to the tank; and
- installation costs.

A hot water heat exchange system includes:

- heat exchange system;
- electrical wiring;
- foundation or tank stand;
- water pipes; and
- installation costs.

A grey water recycling system includes;

- recycling system, distribution pipes, connectors, outlet housings and installation costs.

11. Fusion

(Applicable when You have Buildings and/or Contents cover)

If the electrical current damages a household electrical motor (including sealed or semi-sealed refrigeration units) during the Period of Insurance We will, at Our option, either pay the reasonable cost to rewind the motor or replace the motor.

We will not pay for:

- a. any associated repair or replacement costs for items such as fuses, switches, electronic components, printed circuit boards, bearings, lighting or heating elements, protection devices, or electrical contacts at which sparking or arcing occurs in ordinary working;
- b. the cost of removing or reinstalling:
 - i. underground or submersible pump motors above 1.86 kW (2.5 hp),
 - ii. multi-stage and bore hole pumps;
- c. the cost of repair or replacement of rectifiers and transformers;
- d. motors under any warranty or manufacturer's guarantee; or
- e. motors more than 12 years old.

12. Guests', visitors' and employees' property

(Applicable only when You have Contents cover)

We will pay up to \$5,000 if property belonging to Your guests, visitors or employees is accidentally lost or damaged during the Period of Insurance when Your guests', visitors' or employees' property is kept in the Buildings, provided that We would have paid the claim if the lost or damaged property had belonged to You.

We will not pay for:

- a. property which is insured under another policy;
- b. money, cheques or other negotiable instruments; or
- c. items which are not listed under the heading "What are Contents" on page 18.

No Excess will apply to this benefit.

13. Landlord's Contents

(Applicable only when You have Buildings cover)

If the Buildings are rented to tenants, We will pay to repair or replace carpet, loose floor coverings, curtains and internal blinds which have been accidentally lost or damaged during the Period of Insurance.

We will not cover loss or damage caused by Wilful Acts (other than fire or explosion) by Your tenants or their invitees.

Our maximum payment for this benefit will be the lesser of \$10,000 or the balance of any Sum Insured after payment of Your claim for the damage to Your Buildings.

14. Landscaping

(Applicable only when You have Buildings cover)

We will pay the cost of landscaping including the replacement of fixed trees, plants and shrubs which have been accidentally lost or damaged during the Period of Insurance, up to an amount of \$150 for any one tree, plant or shrub. We will not pay more than \$5,000 during any one Period of Insurance.

We will not pay for:

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

15. Legal defence costs

(Applicable only when You have Contents cover)

If You live at the Situation, We will pay up to a maximum of \$5,000 during any one Period of Insurance for legal fees, costs and expenses that You reasonably incur with Our consent in defending legal proceedings brought against You by a third party in Australia during the Period of Insurance.

We will not pay or reimburse You for any legal proceedings or claims related to:

- a. claims by any family members, including but not limited to, any current or former spouse or partner;
- b. any matter falling within the jurisdiction of the Family Court of Australia, including but not limited to, divorce, separation, property disputes or child visitation, custody or maintenance;
- c. any criminal offence;
- d. defamation or slander;
- e. dishonesty or misconduct;
- f. intentional violence;
- g. any workers' compensation legislation, statutory accident compensation scheme, compulsory third party insurance or other insurance cover required by legislation;
- h. Your business, trade or profession; or
- i. road traffic or boating offences;

We will not pay or reimburse You for any:

- a. fines, penalties or awards of aggravated, exemplary or punitive damages;
- b. award of damages made against You; or

- c. claims or legal proceedings, whether initiated, threatened or commenced, which You were aware of or should have been aware of before You entered into this Policy.

16. Legal liability – cover for injury to other people or their property

(Applicable when You have Buildings and/or Contents cover)

We will cover Your legal liability for payment of compensation in respect of:

- a. death, bodily injury or illness, and/or
- b. physical loss of or damage to property,

which is caused by an occurrence as defined first occurring within the Territorial Limits during the Period of Insurance arising out of the ownership of the Building or ownership of Contents where the Building is a part of a Strata Title development.

This cover applies in respect of an accident occurring:

- a. anywhere in Australia, or
- b. elsewhere in the world, when You are temporarily outside Australia provided You normally reside in Australia.

The maximum amount We will pay under this Policy is \$20,000,000 (Australian) arising out of any one occurrence as defined or series of occurrences attributable to one source or originating cause. This limit will be reduced by any amount paid under any other Buildings or Contents Policy You have with Us providing this type of cover for the same liability, loss occurrence or incident.

Committee Member of a Social or Sporting Club

We insure You and any member of Your family against any claim for compensation or expenses which You or the member of Your family become legally liable in Australia to pay for an alleged or actual act or omission arising out of Your position as a committee member of a sporting club or social club.

We will not pay if You, or any member of Your family, receive more than \$1,000 per year for holding the position. We only pay for a claim made as a result of an occurrence during the Period of Insurance.

The most that We will pay under this 'Committee Member of a Social Club' benefit in any one Period of Insurance is \$10,000.

We do not insure You or Your family against liabilities arising from:

- a. any act or omission for which You or Your family receive reimbursement from the sporting or social club; or

- b. any act or omission which is committed or alleged to have been committed prior to the Period of Insurance commencing on or after it has ended.

The Committee Member of a Social Sporting Club benefit applies to the occupation, ownership or Contents of the Main Homestead only.

In addition, We will also pay all legal costs and expenses You incur with Our consent for which You are legally liable plus the cost of any lawyers We appoint.

What You are not covered for under Other benefit 16. Legal liability – cover for injury to ther people or their property

- a. We will not cover Your legal liability for:
 - i. injury to You or damage to Your property;
 - ii. injury to any person who normally lives with You, or damage to their property;
 - iii. injury to Your employees, or damage to their property;
 - iv. loss of or damage to property in Your care, custody or control except that property in which You live as a residential tenant;
 - v. claims arising out of Your business, trade or profession (unless You are working on a part-time temporary basis as a baby-sitter caring for children);
 - vi. which You are liable because of the terms of an agreement, other than a lease or rental agreement, You have entered into (unless You would have been liable if the agreement did not exist);
 - vii. damage to any land or fixed property resulting from vibration, the removal or weakening of or interference with support to land, buildings or any other property;
 - viii. claims arising out of Your ownership, possession or use of any:
 - aircraft or aerial device or aircraft landing area, except a model aeroplane or toy kite, "aircraft landing area" means any area in which aircraft land, take off, are housed, maintained or operated,
 - mechanically propelled vehicle, except garden equipment, golf buggy or wheelchair which does not need to be registered or do not require statutory bodily injury cover to be taken out,
 - watercraft except for surfboards, sailboards, canoes and surf skis, and

- other non-motorised watercraft more than 3 metres in length;
- ix. claims involving Buildings in the course of construction or any alterations, additions, demolition, repairs to or decorations of the Buildings costing more than \$50,000. If the claim involves Your Main Homestead the sub limit under this clause (ix) will be \$100,000;
- x. claims arising out of the discharge, dispersal, release or escape of pollutants defined as smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of Water. Except for accidents happening in Canada or the United States of America, this exclusion will not apply if such a discharge, dispersal, release or escape is caused by a sudden identifiable unexpected and unintended happening which takes place in its entirety at a specific time and place.

We will not pay expenses for the prevention of such contamination or pollution;

- xi. claims for:
- pregnancy, or
 - the transmission of disease;
- xii. claims arising out of Your ownership or possession of any Building except for Your Buildings shown in Your Schedule.
- b. We will not:
- i. cover Your legal liability arising out of breach of copyright or an act of libel, slander or assault caused by You;
 - ii. cover any liability directly or indirectly arising out or in any way connected with any horse riding activities, unless otherwise stated in Your Schedule;
 - iii. cover You for any legal liability arising from any:
 - statutory, compulsory scheme or fund, or
 - accident compensation scheme or workers compensation policy of insurance, or
 - industrial award,
 even if the amount recoverable is nil;
 - iv. cover You for any legal liability which is over that recoverable under any:
 - statutory, compulsory scheme or fund, or
 - accident compensation scheme or workers compensation policy of insurance, or
 - industrial award;

- v. pay for any aggravated, exemplary or punitive damages, fines or penalties.

Special conditions applying to legal liability

- a. If You own the Buildings but have only insured Your Contents under this Policy, We will not cover any legal liability You may incur as owner of the Buildings.
- b. If You own the Buildings and have only insured Your Buildings under this Policy We will only cover any legal liability You may incur as owner of the Buildings.
- c. If You own the Buildings but do not live in them We will not consider Your ownership to be a business.

No Excess will apply to this benefit.

17. Modifications to Your Buildings as a result of paraplegia or quadriplegia

(Applicable when You have Buildings cover)

“Paraplegia or quadriplegia” means paraplegia or quadriplegia which continues for a period of 12 months and is then diagnosed to continue for an indefinite period.

We will pay You for the cost of modifying Your Buildings on confirmation of Your permanent paraplegia or quadriplegia by a registered medical practitioner, if:

- a. Your paraplegia or quadriplegia is a direct result of loss or damage to Your Buildings by an event covered by this Policy; and
- b. Your Buildings are Your principal place of residence.

The maximum amount We will pay arising out of any one event for the cost of modifying Your Building in relation to Your permanent paraplegia incident regardless of the number of Buildings or Contents insurance policies held with Us will be \$10,000. However, in relation to the Main Homestead such maximum amount will be limited to \$25,000.

18. Mortgage discharge costs

(Applicable only when you have Buildings Cover)

If Your Buildings are totally destroyed by an event covered by this Policy and We have agreed to pay Your claim, We will also reimburse Your reasonable legal costs for the discharge and replacement of Your mortgage(s) including legal fees and statutory government charges, up to an amount of \$5,000.

Any payment We make under this benefit will be in addition to any amount We pay on Buildings.

19. Removal of debris, professional fees and extra costs

(Applicable whether you have Buildings or Contents cover)

When the Buildings have been destroyed or damaged by an event covered by this Policy and We have agreed to pay Your claim, We will also pay the reasonable and necessary costs of:

- a. demolition and removing debris from the Situation;
- b. architects', engineers', surveyors' and solicitors' fees; and
- c. meeting the requirements of any statutory authority.

We will only pay these costs if they relate directly to the destroyed or damaged part of the Buildings and We have agreed to do so before they are incurred.

The maximum amount We will pay under this benefit is the lesser of \$100,000 or 10% of the Sum Insured on the Buildings plus the balance of any Sum Insured remaining after payment of Your claim for damage to Buildings.

When Your Contents have been destroyed or damaged by an event covered by this Policy and We have agreed to pay Your claim, We will also pay the cost of removing debris from Your Situation.

The maximum amount We will pay under this benefit is the lesser of \$50,000 or 10% of the Sum Insured on Your Contents plus the balance of any Sum Insured remaining after payment of Your claim for damage to Contents.

Any payment We make under this benefit will be in addition to any amount We pay on Buildings or Contents.

We will not pay for:

- a. the removal of a tree stump from the ground, or the removal of any part of a tree that has not fallen; or
- b. the costs of complying with the requirements of any statutory authority if You received notice of the requirements or were aware of them before the loss or damage occurred.

20. Rental costs after an Insured loss

(Applicable only when You have Buildings cover)

If the Building(s) is accidentally damaged to such an extent that You or Your tenant cannot live in it, We will pay the rental costs for:

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

If You normally live in the Building(s), the amount We will pay will be based on the Buildings' rentable value.

If You are the landlord of the Building(s), the amount We will pay will be based on the annual rent payable by Your tenant.

The maximum We will pay under this benefit is 10% of the Sum Insured on the Building unless the claim applies to Your Main Homestead in which event the maximum combined total amount We will pay under this benefit is the greater of \$20,000 or 5% of the Sum Insured on the Building. Any payment We make under this benefit will be in addition to any amount We pay on the Building.

Forced Evacuation by Government Authority

If this Policy covers a Building that You let to tenants and it cannot be lived in because a government authority prohibits it from being used, We pay any resultant rent lost. The prohibition must be as a direct result of damage to neighbouring premises that would result in a valid claim under this Policy. We pay for a maximum of 60 days loss of rent or rentable value if the Building is tenanted or is between tenants at the time the loss or damage occurred. We do not cover loss due to cancellation of a lease or agreement including if a tenant decides to leave without giving proper notice.

If You cannot live at the Main Homestead because a government authority denies You access, We will pay any increase in Your living expenses that is necessary and reasonable to maintain Your normal standard of living for up to 60 days. The denial must be as a direct result of damage to neighbouring premises that would be classed as insured damage under this Policy. We will not cover loss due to cancellation of a lease or agreement.

We will not pay for rental costs if You:

- a. have insured Your Contents with Us and We have agreed to pay Your claim for benefit 1. "Additional costs of temporary accommodation" on page 19;
- b. are the landlord of the Building(s) and:
 - i. Your Building(s) have not been tenanted for more than 60 consecutive days immediately before the date of the loss or damage, or
 - ii. You did not have a contract in place for Your Building(s) to be tenanted within the 30 days immediately following the date of the loss or damage.

21. Replacement of locks or cylinders

(Applicable whether You have Buildings or Contents cover)

If the key for the lock of any external door or window for Your Building is stolen during the Period of Insurance, or there are reasonable grounds to believe that the key(s)

have been duplicated, We will pay for the replacement of the lock(s) or cylinder(s) operated by that key up to a maximum amount of \$2,500.

No Excess applies to this benefit.

22. Spoilage of perishable food

(Applicable only when You have Contents cover)

We will pay up to \$1,000 for spoilage of perishable food in a domestic refrigerator, freezer or deep freeze unit caused by:

- a. breakdown or failure of the unit or any of its components;
- b. escape of the refrigerant or fumes; or
- c. accidental failure of the public electricity supply to the Building(s);

occurring during the Period of Insurance.

We will not pay if the spoilage is caused by:

- a. Flood;
- b. industrial action;
- c. a deliberate act of a power supply authority;
- d. accidental disconnecting or switching off the electricity supply;
- e. the breakdown or failure of any motor more than 15 years old; or
- f. accidental damage to the motor.

23. Temporary removal of Contents from the Situation

(Applicable only when You have Contents cover)

We will cover Your Contents for loss or damage by an event covered by this Policy, not specifically excluded, when they are temporarily removed from Your Situation to another location within Australia or New Zealand or the world for a maximum period of up to 90 days and subject to the limits detailed below.

We will pay up to a maximum amount of:

- a. 20% of Your Contents Sum Insured for Your Contents while kept in that part of any dwelling, residential flat, hotel, motel, nursing home or hospital in which You are temporarily residing; or
- b. \$7,500 for any one occurrence of loss or damage to Your Contents anywhere else in Australia and New Zealand or the world.

We will not pay more than:

- a. \$500 for any ride on golf buggy or watercraft insured by this Policy;

- b. \$1,000 for money, cheques and other negotiable instruments;
- c. \$2,000 for any one item, pair, Set or Collection consisting of jewellery, watches or an item containing gold and/or silver; or
- d. \$1,500 for any one item, pair, Set or Collection for all other Contents.

We will not cover loss or damage to:

- a. money, cheques or other negotiable instruments:
 - i. in the open air, or
 - ii. caused by Theft;
- b. Contents which are kept in furniture storage facilities;
- c. Contents while in transit during permanent removal from the Situation unless they would be covered under "Transit to Your new place of residence" on page 27;
- d. Contents which have been permanently removed from the Situation;
- e. accessories, extras and/or spare parts of motor vehicles, farm vehicles, caravans, trailers, watercraft or aircraft; or
- f. watercraft insured by this Policy caused by Theft;
- g. motor or trail bikes;
- h. Contents used for business, trade or professional purposes consisting of:
 - i. tools, instruments and equipment,
 - ii. furniture and other Contents of an office or workplace, or
 - iii. stock; or
- i. property belonging to guests, visitors or employees.

Nor will We cover loss or damage to Contents in a safe deposit box at a bank under this Section of the Policy as specific cover for this item applies under "Contents in a safe deposit box at a bank" on page 20.

24. Title deeds

(Applicable only when You have Contents cover)

We will pay for the cost of preparing new title deeds for a Building at the Situation if Your title deeds are accidentally lost or damaged during the Period of Insurance while they are at Your Situation or are held in a secure envelope or a safe deposit box at a bank. We will also pay the cost to reinstate, reproduce or restore documents damaged as a result of an insured event whilst at the Main Homestead. The maximum amount We will pay under this benefit is \$2,000 in any one Period of Insurance.

25. Transit to Your new place of residence

(Applicable only when You have Contents cover)

We will pay for accidental loss or damage to Your Contents during the Period of Insurance caused by:

- a. fire, collision and/or overturning of the conveying vehicle; or
- b. Theft from the conveying vehicle:
while they are in transit by land within Australia;
 - i. to Your new intended Situation; or
 - ii. to or from a furniture storage facility.

We will not pay for:

- a. damage to china, glass, earthenware or other items of a brittle nature;
- b. damage caused by scratching, denting, bruising or chipping; or
- c. loss or damage otherwise covered by another insurance policy.

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

(Applicable only when You have Contents cover)

If Your Children are boarders of an accredited educational institution, We provide cover for loss or damage caused by an event covered under this Policy to their home Contents, when they are contained in the boarding school dormitory or the residential hall of university or college.

The maximum amount We will pay for this benefit is \$3,000 per student for each occurrence.

We will not cover any:

- a. loss of money, or
- b. loss or damage caused by Theft, unless there is evidence of forcible and violent entry into the area where the Contents are kept at the time of loss.

An Excess of \$250 will apply for each claim under this benefit or the amount shown in Your Schedule, whichever is the greater.

27. Electronic data

(Applicable only when You have Contents cover)

In relation to computers, electronic disk or tape normally stored at the Main Homestead We will pay the costs of restoring data stored on such computer, electronic disk or tape (including cost of data restoration) damaged at the Main Homestead up to a maximum amount of \$2,000. The amount payable under this benefit 27 "Electronic data" forms part of and is not additional to the sum insured limit noted in Your Policy Schedule under Contents.

28. Escape of Liquid

(Applicable only when You have Contents cover)

We will cover You for damage sustained as a result of water and/or other liquids and/or substances discharged and/or overflowing and/or leaking from any apparatus and/or appliance and/or pipes, which are not the result of flood, at the Main Homestead up to a maximum amount of \$2,500 in any one Period of Insurance;

29. Extra costs of reinstatement

(Applicable only when You have Buildings cover)

If the Main Homestead is damaged as a result of an event insured under this Policy, and We agree to pay a claim, We pay up to \$25,000 for the extra costs necessary to meet the requirements of any statutory authority in connection with re-constructing or repairing Your Building at the site.

If only part of the Main Homestead is damaged, We pay only the extra costs You incur in repairing that part. We do not pay any extra costs which resulted from any notice which a statutory authority served on You before the Main Homestead suffered loss or damage.

30. Counselling

(Applicable when You have Buildings and/or Contents cover)

If We agree to pay a claim for the Main Homestead and You or a member of Your family require counselling as a direct result of an insured event at the site, We will pay for the professional counselling service incurred. The total amount payable under this section is \$1,000.

We do not insure You or Your family for any payment that would contravene any legislation, including but not limited to the National Health Act (1953) or the Private Health Insurance Act (2007).

31. Contents in storage

(Applicable only when You have Contents cover)

If this Policy insures Your Contents, We pay for loss or damage to Your Contents from the Main Homestead caused by an insured event when the Contents are in storage provided You obtain Our written agreement before the Contents are put into storage.

Under this benefit We do not pay for:

- Your Contents stored in open plan storage premises, including furniture repositories, warehouses, factories, or other industrial premises;
- Your Contents stored in shipping containers; or
- any jewellery, or negotiable instruments whilst they are in storage

- Contents that are from any Building at the Situation other than the Main Homestead.

32. Fire Brigade attendance fees

(Applicable when You have Buildings and/or Contents cover)

If a fire brigade is called to protect Your Main Homestead or its grounds against fire or another emergency, We will pay up to \$500 for any charges imposed by law.

33. Identity Fraud

(Applicable only when You have Contents cover)

If this Policy insures Your Contents and where You are the occupant of the Main Homestead and Your identity is lost and/or stolen and someone uses Your personal details without lawful authority for fraudulent use and/or financial gain, We will pay up to \$5,000 per Period of Insurance for Your costs and expenses incurred to restore Your identity from its unauthorized use.

Our liability under this additional benefit 33 is limited as follows:

- legal expenses for defence against a business or its collection agency from which goods or services have been purchased fraudulently;
- legal expenses for removal of any wrongfully recorded civil or criminal prosecutions or to challenge consequent incorrect information available on Your consumer credit report;
- loss of wages up to \$2,000 per week and \$5,000 in total that would have been earned but were not, solely because it was necessary for You to rectify records in relation to Your true name or identity;
- loan application fees incurred as a result of reapplying for loans because You have been allotted incorrect credit information due to fraud;
- costs for notarizing affidavits, telephone calls and certified mail expenses to law enforcement and/or financial institutions; and
- reasonable legal fees and court costs, if incurred with Our approval.

We will not pay any claim where the identity theft is caused by:

- You or Your collusion;
- Your family or their collusion
- an ex-partner;
- someone who normally lives with You;
- You or Your family committing an illegal or dishonest act;

- You breaching any security requirements or conditions imposed by any financial institution, such as in relation to Your password or personal identification number or personal access number;
- if You are not an Australian resident; or
- business interruption in relation to any business.

We do not re-pay any loans or other amounts fraudulently procured in Your name. We do not pay any fines or for any infringements or penalties imposed. We do not pay any costs that are or could be reimbursed from another party, for example, a financial institution

34. Temporary Protection

(Applicable when You have Buildings and/or Contents cover)

If this Policy insures Your Buildings and We agree to pay a claim under this Policy, We will also pay the reasonable costs of temporary protection of the building at the Main Homestead only, subject to a maximum amount of \$25,000. This amount is in addition to the Buildings Sum Insured. If this Policy insures Your Contents, We also pay for storage charges necessarily and reasonably incurred to protect the Contents of the Main Homestead from further loss or damage following a claim that we have agreed to pay for fire, storm or rainwater, subject to a maximum amount of \$10,000. This amount is in addition to the Contents Sum Insured at the Main Homestead.

35. Civil Commotion

(Applicable only when You have Buildings cover)

We will pay for damage to the Main Homestead arising out of the acts of persons taking part in riots or civil commotion or of strikes or of locked-out workers or of persons taking part in labour disturbances which do not assume the proportions of or amount to an uprising. The maximum amount We will pay under this benefit is \$5,000.

When We will not pay a claim under Part A – Buildings and/or Contents

There are other exclusions in this Policy which may apply. These are detailed on pages 31 and 32 under the heading “When We will not pay a claim under Part A – Buildings and/or Contents or Part B – Personal Effects” and in General exclusions applicable to all Sections of this Policy” on pages 9 to 11.

This Policy does not cover loss, liability, injury or damage:

1. caused by or arising from Flood, or Flood combined with Run-off and/or Rainwater;

2. caused by or arising from action of the sea, high water, tidal wave or Tsunami;
3. caused by or arising from:
 - a. soil movement including erosion, landslide, mudslide or subsidence, unless it is directly caused by and occurs within 72 hours of an:
 - i. explosion;
 - ii. earthquake; or
 - iii. Storm;
4. caused by shrinkage or expansion of earth or land;
5. to swimming pool or spa covers, their liners or their solar domes caused by Storm or Rainwater;
6. to external paint work or other exterior coatings of Your Building(s) caused by Rainwater or gradual deterioration;
7. caused or arising from Storm, Rainwater or Run-off damage to retaining walls;
8. caused by or arising from wind, Rainwater, hail or snow entering the Buildings through an open window or door or any opening not made by the Storm, unless the loss or damage is caused by Run-off;
9. caused by or arising from water entering Your Building(s) through an opening made for the purpose of alterations, extensions, renovations or repairs;
10. caused by or arising from lack of maintenance, wear and tear or neglect;
11. caused by or arising from Water percolating, seeping or otherwise penetrating into Your Buildings as a result of:
 - a. structural defects,
 - b. faulty design of the Buildings,
 - c. faulty workmanship in the construction of the Building(s), or
 - d. Your failure to adequately maintain the Buildings;
12. caused or arising as a result of the gradual escape of liquid over a period of time:
 - a. where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid, and/or
 - b. caused by Water escaping from a shower base, shower recess, shower alcove or the walls surrounding the shower;
13. to the defective part or parts of any fixed apparatus, fixed tanks, fixed pipes or installation which have caused loss or damage. We will also not pay for the cost of repair or replacement of any broken main or pipe;
14. caused by or arising from hydrostatic pressure;
15. caused by or arising from roots from trees;
16. caused by or arising from settling, shrinkage or expansion in Buildings, foundations, pavements or walls;
17. caused by or arising from the removal or weakening of or interference with support to land or Buildings for the purpose of alterations, extensions, renovations or repairs;
18. caused by or arising out of:
 - a. incorrect siting of Buildings;
 - b. demolition of Buildings ordered by any legal authority caused by failure to obtain any necessary permits;
19. caused by or arising from actual or attempted Theft, Burglary which:
 - a. is committed by:
 - i. Your tenants,
 - ii. Your employees, or
 - iii. the invitees of You, Your employees, or Your tenants;
 - b. takes place in the internal or external common areas of a residential flat, home unit, town house or any other type of multiple occupancy residence; or
 - c. relates to Contents In The Open Air. However, cover will apply in the circumstances set out under benefit 6. "Contents In The Open Air at the Situation" on pages 20 to 21 or benefit 23. "Temporary removal of Contents from the Situation" on page 26;
20. to Contents which are in the internal or external common areas of residential flats, home units, town houses or any type of multiple occupancy residences caused by malicious acts;
21. of money, cheques or other negotiable instruments caused by Theft unless there is visible evidence of forcible and violent entry into the Buildings;
22. caused by or arising from accidental breakage of glass forming part of any glasshouse or conservatory unless the glasshouse or conservatory is attached to or located at and forms part of the Main Homestead to grow plants for domestic use only;

23. caused by or arising from accidental breakage of glass forming part of items such as crockery, porcelain, china, hand mirrors, glassware, crystal or glass in clocks, vases, ornaments, pictures, radios, visual display units or televisions:
 - a. after being dropped or knocked while being carried by hand or during use;
 - b. where the fracture does not extend through the entire thickness of the damaged item; or
 - c. which are in a damaged or imperfect condition when the breakage happened;
24. to Contents which:
 - a. are acquired illegally or are illegally held;
 - b. are stored in a dangerous and illegal way;
 - c. are equipment connected with growing or creating any illegal substance; or
 - d. are a Building or any part of a Building.

Part B – Personal Effects

(Available only when You have Contents cover)

The cover

Your Schedule shows if You have selected personal effects cover and whether this relates to unspecified personal effects and/or specified personal effects.

We will insure You against accidental loss or damage to Your unspecified personal effects and/or specified personal effects listed in Your Schedule which occurs during the Period of Insurance while they are anywhere in Australia or New Zealand or for a maximum of 90 days in any one Period of Insurance elsewhere in the world.

If a claim could be made under “Other benefits We will pay under Part A – Buildings and/or Contents”, “Temporary removal of Contents from the Situation” on page 26 or this “Part B – Personal Effects”, We will only pay under one part. You may choose whether You claim under Part A or Part B.

What are unspecified Personal Effects

We will cover You in respect of the following unspecified personal effects:

- a. travellers’ suitcases and bags, handbags, briefcases, wallets and purses, but not the contents of these items (apart from the property described in clauses b to m below);
- b. clothing;
- c. jewellery, watches or items containing silver or gold;
- d. cosmetics and toiletries;
- e. clocks;
- f. sporting equipment, but not watercraft, camping equipment or motor or trail bikes;
- g. musical instruments;
- h. photographic or video equipment;
- i. binoculars or telescopes;
- j. writing instruments;
- k. spectacles and sunglasses;
- l. personal audio and video equipment and up to four cassettes or discs (DVD, CD or Mini Discs) used with the equipment; and
- m. pocket calculators and personal organisers, but not portable computers.

We will not cover accidental loss or damage to:

- a. any item used for business, trade or professional purposes; or
- b. any other item not specifically listed above.

Unspecified personal effects are covered up to the limit You have selected as shown on Your Schedule under the heading "Part B – Personal Effects".

In the event of a claim You must be able to provide evidence of value and ownership of such unspecified personal effects.

Specified Personal Effects

Specified personal effects are those items which You requested Us to list separately in the Schedule under the heading "Part B – Personal Effects". Specified personal effects are covered up to the amount of their individual Sum Insured stated in Your Schedule under the heading "Part B – Personal Effects". In the event of a claim You must be able to provide evidence of value and ownership of such specified personal effects. The Excess listed in Your Schedule applies to all claims in respect of specified personal effects.

How We will settle Your Personal Effects claim

1. At Our option We will either:
 - a. repair or replace Your specified and/or unspecified personal effects to the same condition as when they were new; or
 - b. pay You the reasonable cost of repairing or replacing the personal effects to the same condition as when they were new.

If We pay You the reasonable cost of repair or replacement, this means the retail price of the item as if it were new less any discount available to Us were We to repair or replace it.

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST Notice" on page 14.

2. If any part of a pair, Set or Collection is lost or damaged, We will not pay any more than the value of the part which is lost or damaged. No allowance will be made for any reduction in the value of the remaining part or parts of the pair, Set or Collection.

We will not pay for damage to glass (other than lenses) or other brittle or fragile substances (other than jewellery) unless caused by fire or Theft.

When We will not pay a claim under Part A – Buildings and/or Contents or Part B – Personal Effects

There are other exclusions in this Policy which may apply. These are detailed on pages 28 to 30 under the heading "When We will not pay a claim under Part A – Buildings and/or Contents" and in General exclusions applicable to all Sections of this Policy" on pages 9 to 11.

1. Unless We state differently in this Section We will not pay for:
 - a. any loss or damage which is not accidental;
 - b. Flood;
 - c. loss or damage caused by the action of light, atmospheric or other climatic conditions unless caused by:
 - i. lightning or thunderbolt, or
 - ii. Storm or Rainwater;
 - d. loss or damage arising out of gradual deterioration of wear and tear;
 - e. water damage to Buildings located in a water course;
 - f. loss of property which has been mislaid or is missing and for which there is no single identifiable event to account for the disappearance. This exclusion does not apply to items insured under "Part B – Personal Effects";
 - g. loss or damage to the following items while being used:
 - i. model aircraft,
 - ii. sporting equipment,
 - iii. bicycles,
 - iv. motor or trail bikes, or
 - v. watercraft;
 - h. loss or damage which is caused indirectly or directly by:
 - i. insects, vermin (except loss or damaged caused by fire), or birds,
 - ii. domestic animals or pets owned by You or for which You are legally responsible,
 - iii. rust, corrosion, algae, mould or mildew, or
 - iv. any process of cleaning, repairing or restoring which involves the use of chemicals;

- v. bushfire or grassfire within 48 hours after commencement of insurance cover unless
 - (a) cover expired on same risk without a break in cover
 - (b) You entered into a contract of sale to purchase property or
 - (c) You entered into a contract to lease the property.
 - i. loss or damage which is caused by mechanical or electrical breakdown, failure or derangement except for fusion of electrical motors as set out under “Fusion” on page 22;
 - j. loss or damage caused directly or indirectly by tree lopping or felling by You or another person who is acting with Your express or implied consent, unless such tree lopping or felling is undertaken at the Main Homestead in which case this exclusion (j) will not apply; and
 - k. personal effects which are acquired illegally or are illegally held.
2. This Policy does not cover any loss or damage to any appliance, machinery, equipment or other property which is a computer or which contains or comprises any computer technology (including computer chip or control logic) and which:
- a. 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
 - b. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.

See also “General exclusions applicable to all Sections of this Policy” on pages 9 to 11.

Part C – Domestic Workers’ Compensation

The cover

(Not available in all States or Territories of Australia)

Your Schedule indicates if You have Domestic Workers’ Compensation cover.

Where You employ a domestic worker, We will pay the amount You are liable to pay under the relevant workers compensation legislation for Your State or Territory if they are injured while working for You during the Period of Insurance.

We will not pay for workers who are working for You in Your own business, trade or profession.

When this cover is operative it is provided by:

- Allianz Australia Insurance Limited ABN 15 000 122 850 in the Australian Capital Territory, or
- Allianz Australia Insurance Limited ABN 15 000 122 850 in Western Australia, or
- Allianz Australia Insurance Limited ABN 15 000 122 850 in Tasmania.

Special condition of cover applicable to this Section

General Conditions

There are other conditions of cover in this Policy which may apply. These are detailed under the heading “General conditions applicable to all Sections of this Policy” on pages 11 to 14.

Making a claim under this Section

Claims Procedures

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading “Claims procedures” on pages 12 and 13.

Excess

The Excess shown in the Schedule for this Section is the amount which You must pay towards the cost of Your claim under this Section, unless We state otherwise under the heading “Other benefits We will pay under Part A Buildings and/or Contents” on pages 19 to 28.

An Excess of \$200 or the amount shown in the Schedule,

whichever is the greater, applies to loss or damage caused by an earthquake.

Endorsement applicable to this Section

The following endorsement applies only when indicated in Your Schedule.

Buildings – in the course of construction

If Your Buildings are in the course of construction We will:

- a. cover Your legal liability as owner of the Buildings during the Period of Insurance as set out on page 23; and
- b. pay for the loss or damage to the Buildings including all building materials on the site during the Period of Insurance caused directly by:
 - i. earthquake,
 - ii. explosion,
 - iii. fire or smoke,
 - iv. impact damage,
 - v. lightning or thunderbolt,
 - vi. riot or civil commotion, or
 - vii. windstorm.

We will also pay for “Removal of debris, professional fees and extra costs” on page 25.

No cover will apply in respect of loss or damage or any other benefit until Your Buildings are complete and lived in.

This endorsement does not apply to existing Buildings which are undergoing renovation or extension.

Section Two – Farm Property

The cover

Farm Property includes the items of Farm Buildings, Farm Contents, Hay or Grain, Livestock, Wool, Fencing or Farm Machinery You have nominated to cover under this Section and are specified in Your Schedule.

We will cover Your Farm Property against physical loss or damage caused by one or more of the Defined Events which occurs during the Period of Insurance at the Situation. We will also cover You for the other benefits listed below.

Details of the terms, conditions and exclusions which specifically relate to each Defined Event and other benefits are detailed on the pages indicated.

Defined Events	Page number
1. Earthquake, subterranean fire or volcanic eruption	34
2. Explosion	34
3. Fire	35
4. Impact damage	35
5. Lightning or thunderbolt	35
6. Malicious acts	35
7. Riot or civil commotion	35
8. Storm or Water	35
Other benefits	
1. Accidental damage	36
2. Alterations and additions	37
3. Employees' clothing and tools of trade	38
4. Extra cost of complying with building regulations	38
5. Farm produce	38
6. Fees	38
7. Fire extinguishment costs	38
8. Legal costs to discharge a mortgage	38
9. Livestock	38
10. Removal of debris	38
11. Rewriting of records	38
12. Temporary protection	39
13. Temporary removal	39
14. Shelter Belts	39

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“**Farm Building(s)**” means the building(s) or fixed structures which are permanently located at the Situation up to the Sum Insured specified in Your Schedule. Building(s) include:

- a. any landlord’s fixtures and fittings for which You are legally liable under the terms of Your lease, licence or similar agreement;
- b. attached or adjacent water tanks, fuel tanks and stock yards;
- c. grain or feed silos including fixed elevators; and
- d. fixed dairy and shearing plant.

Farm Buildings do not include:

- a. Buildings insured under Section One – Home Property;
- b. Farm Contents;
- c. mobile Caravans (unless permanently located at the Situation);
- d. Buildings insured under Section One – Home Property or Farm Contents, or
- e. Silo bags.

“**Farm Contents**” means property which belongs to You (or for which You are legally liable) located at the Situation up to the Sum Insured specified in Your Schedule. Farm Contents include:

- a. Farm tools and equipment
- b. Fencing materials and accessories,
- c. Fertilisers;
- d. Fuels and oil supplies;
- e. Farm chemicals.

Farm Contents does not include:

- a. Livestock;
- b. Hay, Grain or Wool;
- c. Machinery;
- d. motor vehicles (including motorcycles, all terrain vehicles, motorised minibikes and motorised go karts) whether they are capable of being registered or not and any of their accessories, equipment and/or spare parts;
- e. caravans, trailers, boats, aircraft, or any of their accessories, equipment and/or spare parts;
- f. Trees, shrubs, plants or growing crops;

- g. domestic household contents of any kind or contents covered under Section One of Your Policy;
- h. Farm Building(s); or
- i. semen or embryos.

“**Farm Machinery**” means all machinery, any of their accessories, equipment and/or spare parts, pumps and pumping equipment, windmills, irrigation or spraying equipment and apparatus, used in connection with Your Farming Business that are listed in Your Schedule.

“**Farm Property**” means Farm Buildings, Farm Contents, Hay or Grain, Fencing, Livestock and Farm Machinery as defined in this Section.

“**Fencing**” means boundary fencing, internal fencing, yards, ramps, races, troughs, feeders, power poles and any of their accessories for which You are legally liable up to a Sum Insured specified in Your Schedule.

“**Hay**” or “**Grain**” means all crop types (but not while growing), baled, rolled, stacked or stored in any soundly constructed shed, silo or other storage system that are listed on Your Schedule.

“**Livestock**” means all animals which are used for Your Farming Business and which are specified in Your Schedule.

“**Pasture**” means growing grasses, legumes and herbage that is used for the purpose of grazing of Your livestock.

“**Shelter Belts**” means trees and shrubs at the Situation which are not grown as a commercial crop and have a practical farming benefit. For example, trees which are used to provide shade, soil erosion control or as windbreaks.

“**Trees**” means trees at the Situation that are grown to produce timber or woodchips or grown for the purpose of producing a commercial crop.

“**Vines**” means vines at the Situation that are grown for the purpose of producing a commercial crop.

“**Wool**” means Your shorn wool listed on the Schedule anywhere in Australia, except while in transit.

Defined Events applicable to this Section

1. Earthquake, subterranean fire or volcanic eruption

We will pay for loss or damage caused by earthquake, subterranean fire or volcanic eruption.

An Excess of \$200 or the amount shown in Your Schedule, whichever is the greater, applies to loss or damaged caused by an earthquake.

2. Explosion

We will pay for loss or damage caused by explosion.

We will not pay for destruction of or damage to boilers, economisers and pressure vessels which explode.

3. Fire

We will pay for loss or damage caused by fire.

We will not pay for loss or damage by fire caused by the Farm Property's own spontaneous combustion, fermentation or by heating or process of heating except in respect of Hay or Grain.

4. Impact damage

We will pay for loss or damage caused by the impact of any of the following objects:

- a. a road or rail vehicle;
- b. a watercraft;
- c. an external aerial which collapses or breaks;
- d. a falling windmill;
- e. an animal but excluding loss or damage by eating, chewing, clawing or pecking of animals or impact by pets, birds, or guard dogs;
- f. falling trees or parts of falling trees. We will not pay if the loss or damage is caused by the lopping or felling of trees at Your Situation;
- g. an aerial device, aircraft or anything dropped or falling from an aircraft, space debris or debris from a rocket or satellite.

An Excess of \$250 applies to loss or damage caused by impact to Fencing.

5. Lightning or thunderbolt

We will pay for loss or damage caused by lightning where there is visible evidence of a lightning strike at or in the immediate vicinity of Your Farm Property.

6. Malicious acts

We will pay for loss or damage caused by malicious acts.

We will not provide cover if the loss or damage was caused by a malicious act by:

- a. Your tenants;
- b. Your employees;
- c. the invites of You, Your employees or Your tenants; or
- d. any person acting with Your express or implied consent.

7. Riot or civil commotion

We will pay for loss or damage caused by:

- a. persons taking part in riots or civil commotions or labour disturbances;

- b. strikers or locked-out workers;
- c. any lawful authority in connection with a. or b. above.

8. Storm or Water

We will pay for loss or damage caused by Storm or Water.

We will not pay for loss or damage caused by or arising directly or indirectly out of:

- a. Flood, or Flood water combined with Run-off and/or Rainwater;
- b. steam or condensation;
- c. erosion, subsidence, landslide or mudslide or any other earth movement;
- d. Water seeping or percolating from outside the premises;
- e. Water entering the Farm Property as a result of:
 - i. structural defects,
 - ii. faulty design of the Farm Property,
 - iii. faulty workmanship;
- f. any action of the sea, high Water, tidal wave or tsunami; or
- g. Storm Surge.

We will not pay for loss or damage to:

- h. gates, Fencing, retaining walls, textile awnings, blinds or signs, shade houses, glasshouses, igloos, tunnel houses, shade structures or netting;
- i. Livestock, Hay or Grain, Farm Contents or Farm Machinery unless they are contained within a fully enclosed Farm Building;
- j. pumping or irrigation equipment unless they are contained within a fully enclosed Farm Building or for overhead irrigation systems (including centre pivot irrigation system) unless wind stays are used to stabilise the equipment when not in use.
- k. property in the open air unless it is designed to function without the protection of walls or a roof;
- l. Farm Buildings in the course of construction or reconstruction or to their Farm Contents unless the Farm Building is fully enclosed with all outside doors and windows permanently in place;
- m. growing crops or plants; or
- n. Farm Property located in a watercourse.

An Excess of \$1,000 applies to loss or damage caused by Storm or Water to solar panels.

How We will settle Your Farm Property claim

Farm Buildings, Farm Contents, Farm Machinery and Fencing

1. Where Your claim is for Farm Buildings, Farm Contents, Farm Machinery or Fencing and it is stated in Your Schedule that reinstatement cover applies, We will, at Our option:
 - a. repair or rebuild any damaged part(s) to the same condition as when they were new; or
 - b. pay You the reasonable cost of repairing or rebuilding any damaged part(s) to the same condition as when they were new; or
 - c. pay You up to the Sum Insured specified for Farm Buildings, Farm Contents, Machinery or Fencing.

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions applicable to all Sections of this Policy”, “GST Notice” on page 14.

2. Where Your claim is for Farm Buildings, Farm Contents, Farm Machinery or Fencing and it is stated in Your Schedule that indemnity cover applies, We will, at Our option:
 - a. pay You the value of Your Farm Property which applied immediately prior to the loss or damage, (taking into account the cost of wear, tear and depreciation); or
 - b. repair or rebuild any damaged part(s) of Your Farm Property; or
 - c. pay You the reasonable cost of repairing or rebuilding any damaged part(s) of your Farm Property; or
 - d. pay You up to an amount of the Sum Insured.

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions applicable to all Sections of this Policy”, “GST Notice” on page 14.

Livestock, Hay or Grain

3. Where Your claim is for Livestock, Hay or Grain, We will at Our option:
 - a. pay You the amount calculated by multiplying the quantity of Livestock, Hay or Grain lost or damaged by the market value at the time of loss or damage; or
 - b. pay You the Sum Insured specified for Livestock or Hay or Grain.

The amount We will pay for Livestock will not exceed \$5,000 for any one animal.

General

4. Unless We have agreed in writing, the repair or rebuilding of Your Farm Buildings must commence within six months of the loss or damage. If rebuilding or repair of Your Farm Building(s) is not commenced within six months of the loss or damage or any extended period to which We have previously agreed in writing, We will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred.
5. If We have chosen to repair or rebuild Your Farm Buildings, Farm Contents, Farm Machinery or Fencing and You do not wish to repair or rebuild Your damaged Buildings, Farm Contents, Machinery or Fencing, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.
6. Rebuilding may be carried out on another site at the Situation provided that We agree in writing.
7. If the claim is for wall, floor or ceiling coverings, carpet, curtains or blinds which are not located in the room, hall or passage in which the loss or damage actually occurred, We will deduct an amount from any claim settlement for depreciation, wear and tear, based on age and condition.
8. In no case will We pay more than the Sum(s) Insured shown in Your current Schedule (less any Excess[es] which may be payable) unless We have stated differently under the heading “Other benefits We will pay under this Section” on pages 36 to 39.

Other benefits We will pay under this Section

Our maximum payment in respect of the following benefits will be limited to the balance of any Sum Insured remaining after payment of Your claim for the loss or damage to Your Farm Property caused by one or more of the Defined Events, unless otherwise specified below.

1. Accidental damage

We will insure Farm Buildings, Farm Contents, Fencing and Farm Machinery covered under this Section for accidental damage at the Situation caused by any sudden, unexpected or unforeseen occurrence not otherwise excluded in this option which occurs during the Period of Insurance.

In the event of a claim We will pay the reinstatement or replacement cost, or indemnity value as specified in the Schedule.

The most We will pay under this benefit is \$20,000 plus any additional Sum Insured for accidental damage specified in Your Schedule.

When We will not pay a claim under accidental damage

We will not pay for:

- a. damage to Farm Property caused by or resulting from a Defined Event, benefit or option available under this Policy whether You have selected the option or not. Anything excluded under the Defined Event is also excluded under the accidental damage benefit;
- b. damage caused by:
 - i. its own spontaneous combustion, fermentation, heating or any other process involving the direct application of heat;
 - ii. deterioration and putrefaction of refrigerated goods;
 - iii. action of the seas, Tsunami, tidal wave, high water, Flood, Storm Surge, subsidence, erosion, earth movement or collapse, seepage of Water or Water entering the premises as a result of structural defects, faulty design or faulty workmanship;
 - iv. incorrect siting of Farm Buildings;
 - v. loading or unloading, delivery or dispatch;
 - vi. demolition;
 - vii. testing, intentional overloading or experiments;
 - viii. any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the Farm Property;
 - ix. damaged or faulty doors, lids, catches, latches, locks or any door lid closing or securing mechanism or device;
 - x. faulty packing or storage;
 - xi. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment;
 - xii. roots from trees;
 - xiii. white ants, termites, insects, birds or vermin;
 - xiv. rust, oxidation or corrosion;
 - xv. mould, mildew, wet or dry rot or evaporation;
 - xvi. contamination or pollution;
 - xvii. change of colour, texture, flavour or finish;
 - xviii. dampness of atmosphere or other variations in temperature or exposure to light or darkness;
- xix. inherent vice or defect;
- xx. wear, tear, fading, scratching, marring, gradual deterioration, normal upkeep or making good;
- xxi. error or omission in design, plan, specifications or failure of design;
- xxii. faulty materials or workmanship;
- xxiii. failure of water, gas, electric or fuel supply;
- xxiv. normal setting, seepage, shrinkage or expansion of building wall, pavement, and/or similar part of the Farm Buildings;
- xxv. erosion or subsidence, landslip or any earth movement.
- c. Theft;
- d. fraud or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
- e. unexplained inventory shortages or disappearances;
- f. shortage in the supply or delivery of materials to or from You;
- g. Damage caused to:
 - i. motor vehicles, caravans, trailers, motorcycles, all terrain vehicles, watercraft, aircraft or aerial devices or their accessories.

For the purposes of this exclusion motor vehicles includes (but is not limited to) cars, vans, utilities, trucks, tractors of any description, graders, bulldozers, backhoes, combines and harvesters;
 - ii. Property Insured during and as the result of its processing;
 - iii. Property Insured during construction, erection, renovation or demolition;
 - iv. gates, Fences, retaining walls, awnings, blinds or signs, glass;
 - v. glass, plastic or cloth coverings and of shade houses, glasshouses, tunnel houses, igloos or shade structures;
 - vi. items of a brittle nature;
 - vii. property in transit;
 - viii. Livestock, growing or standing crops, trees, shrubs, plants and other growing vegetation;
 - ix. self propelled Farm Machinery where the current market value is greater than \$5,000;
 - x. semen and harvested embryos.

An Excess of \$250 applies to this benefit for each claim.

2. Alterations and additions

We will pay for loss or damage to Farm Buildings from a Defined Event covered by this Section while they were undergoing construction, erection, alteration or addition where the value of the work does not exceed:

- a. 10% of the Farm Building(s) Sum Insured, or
- b. \$75,000,

whichever is the lesser.

3. Employees' clothing and tools of trade

We will pay up to \$5,000 if clothing and tools of trade belonging to Your employees are lost or damaged by any Defined Event during the Period of Insurance when Your employees' clothing and tools of trade are kept at the Situation, provided that We would have paid the claim if the lost or damaged clothing and tools of trade had belonged to You.

We will not pay for clothing and tools of trade which are insured under another policy.

4. Extra cost of complying with building regulations

(This cover only applies if You have insured Your Farm Buildings under this Section)

If Your Farm Building is damaged by a defined event covered by this Section, We will also pay any extra costs necessary to comply with the requirements of any statutory authority. We will only pay extra costs which relate to the damaged part of Your Farm Building.

We will not pay any extra costs if You receive notice of any Building regulation requirements before the date when the loss or damage occurred.

5. Farm produce

If You have insured Farm Contents under this Section We will pay for Hay or Grain up to a maximum of \$1,000 during transit following collision or overturning of the conveying vehicle during the Period of Insurance.

We will not pay:

- a. if the conveying vehicle is not owned by You; or
- b. if the conveying vehicle is not in the direct control of You or an authorised employee.

6. Fees

If Your Farm Building(s) are damaged by a defined event covered by this Section, We will pay the reasonable and necessary cost of:

- a. architects', surveyors', consulting engineers', legal and other fees; and

- b. clerk of works' salaries for estimates, plans, specifications, quantities, tenders and supervision, which We have approved and which relate directly to the repair, replacement or reinstatement of Your Farm Building; and
- c. any fee, contribution, or other charges payable to any statutory authority for consent to repair, replace or reinstate the Farm Building.

We will not pay:

- a. any costs including fees and salaries for preparing any claim under this Section; or
- b. any fines and/or penalties imposed upon You by any statutory authority.

7. Fire extinguishment costs

We will pay for the reasonable and necessary costs You incur in extinguishing any fire at the Situation, or any fire which threatens the Situation during the Period of Insurance.

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

8. Legal costs to discharge a mortgage

We will reimburse Your reasonable legal costs for the discharge of Your mortgage, including legal fees and statutory government charges, following a claim involving the total destruction of Your Farm Building.

The most We will pay under this benefit is \$5,000.

9. Livestock

If We agree to pay a claim for Livestock under this Section, We will also pay:

- a. for the reasonable and necessary costs You incur in destroying the Livestock for humane reasons;
- b. for the reasonable and necessary costs You incur in the disposal of any carcasses of Livestock or in the delivery of veterinary care or supplies for Livestock.

10. Removal of debris

When the Farm Property has been destroyed or damaged by any Defined Events and We have agreed to pay Your claim, We will pay for the cost of demolition, storage and removal of debris.

We will pay the fees or costs that relate to the removal of debris from that part or those parts of Farm Building which have been destroyed or damaged.

The most We will pay under this benefit is 10% of the Sum Insured of the Farm Building or Farm Contents, plus any additional Sum Insured for removal of debris specified in Your Schedule. Any payment We make under this benefit will be in addition to any amount We pay on Farm Buildings or Farm Contents.

11. Rewriting of records

We will pay for the reasonable and necessary costs You incur to rewrite Your records and books of accounts following loss or damage by a Defined Event.

The most We will pay under this benefit is \$5,000.

We will not pay this benefit if the costs are covered under any other Section of Your Policy.

12. Temporary protection

When the Farm Building has been destroyed or damaged by any of the Defined Events and We have agreed to pay Your claim, We will also pay the reasonable and necessary costs You incur for the temporary protection and safety of the Farm Building pending repair or replacement.

The most We will pay under this benefit is \$2,000.

13. Temporary removal

We will cover Your Farm Property for loss or damage caused by any of the Defined Events when it is:

- a. temporarily removed from the Situation elsewhere in Australia for a period of not more than 60 days, and
- b. in transit being conveyed by road, rail, air or inland waterway.

We will not cover:

- a. Livestock, Wool, Hay, Grain or other produce, or
- b. motor vehicles, self propelled machinery, whether they are capable of being registered or not.

The most We will pay for this benefit is:

- a. 10% of the Farm Property Sum Insured, or
- b. \$20,000,

whichever is the lesser.

14. Shelter Belts

We will pay for loss or damage to Your Shelter Belts caused by fire.

We will not pay more than \$150 for any one tree, plant or shrub including the cost of removal, soil preparation and replanting.

The most We will pay under this benefit is \$2,000.

Specific options available under this Section

Your Schedule will show which, if any, of the following options apply. The most We will pay during any Period of Insurance is the Sum Insured specified in the Schedule for each option.

1. Additional Costs

If We agree to pay a claim under this Section 2 – Farm Property or under Section Four – Motor Vehicles Part A – Comprehensive, We will pay the additional, reasonable and necessary costs up to the Sum Insured You incur to maintain (but not expand) Your Farming Business at a similar level to that which would have applied if the loss or damage had not occurred. This includes up to \$10,000 for the reasonable personal costs You necessarily incur in preparing a claim under this Section.

In order to claim under this option, the Additional Costs you incur must be a direct consequence of the loss or damage caused by one or more of the Defined Events during the Period of Insurance at the Situation except for Additional Costs arising from items 'a' and 'b' below, in respect of which the following provisions apply:

a. Pasture and livestock agistment

If Your Pasture is lost or damaged directly by fire, lightning or thunderbolt during the Period of Insurance, We will pay the Additional Costs incurred to provide replacement fodder for livestock inclusive of transport costs whether the livestock are Your own or whether they are livestock agisted at the Situation;

b. Farm Vehicles

We will provide cover for Additional Costs incurred as a result of loss or damage to motorised farm equipment restricted to tractors, graders, combines, harvesters and motorised crop harvesting equipment and sprayers comprehensively insured and for which a claim is paid under Section Four - Motor Vehicles Part A – Comprehensive. For the purposes of this Additional Costs benefit "Farm Vehicles" does not include any utility vehicle, four-wheel drive car or van or ute, truck, ATV (All-Terrain Vehicle) or motor-bike.

We will not pay for any additional costs arising directly or indirectly from:

- a. drought, or
- b. under-insurance, or
- c. Your failure to insure for the loss or damage.

An Excess of \$250 applies to this option for each claim except for Farm Vehicles where the Excess is in the form of a waiting period of 72 hours. This waiting period is taken to commence at the time the loss or damage occurs and ends 72 hours later. You are covered for Additional Costs incurred after the first 72 hours has expired. For example, if Your Harvester is damaged during harvesting and You hire a contractor to continue harvesting, We cover the Additional Costs of hiring the harvester incurred after the expiry of 72 hours. Any costs of hiring the harvester incurred during the first 72 hours constitute Your Excess.

2. Drought

We will pay You the market value of Livestock which has been slaughtered on humane grounds if during the Period of Insurance:

- a. the area in which Your Farming Business is conducted is declared a “drought affected” area by the appropriate statutory authority,
- b. a veterinary surgeon has recommended that the Livestock be destroyed because of the drought, and
- c. We consent to the slaughter of the Livestock.

At Our option We will appoint a supervisor to oversee the slaughter.

We will not pay:

- a. for loss of use of the Livestock,
- b. for drought which occurs in the first six months after this option becomes effective, or
- c. if You did not receive Our consent to the slaughter of the Livestock.

When We will not pay a claim under this Section

We will not pay for loss or Damage:

1. To:
 - a. money;
 - b. jewellery, furs, bullion, precious metals or precious stones;
 - c. curios or works of art;
 - d. any locomotive, rolling stock, watercraft, hovercraft or aircraft, including their accessories and/or spare parts;
 - e. land or loss of land value;
 - f. docks, wharves and piers not forming part of any Building;
 - g. bridges, canals, roadways, tunnels, railway tracks, dams, reservoirs (other than tanks) and their contents, unless specified on Your current Schedule as insured;
 - h. mining property located beneath the surface of the ground;
2. directly or indirectly caused by or in connection with or arising from or occasioned through:
 - a. demolition ordered by Government or Public or Local Authorities due to failure by You or Your agents to obtain the necessary permits required;
 - b. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or

pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variation in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour, texture or finish.

3. caused by or occasioned through:
 - a. erosion, subsidence, earth movement or collapse resulting therefrom;
 - b. fusion of electric motors;
 - c. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment.

Specific conditions applicable to this Section

There are other conditions of cover in this Policy which may apply. These are detailed under the heading “General conditions applicable to all Sections of this Policy” on pages 11 to 14.

1. Under-insurance

(Applicable only where You have insured Fencing or Livestock)

- a. The maximum amount We will pay towards any Fencing claim under this Section is the proportion of the amount of loss or damage that the Sum Insured bears to 80% of the replacement cost of all Fencing at the Situation;
- b. The maximum amount We will pay towards any Livestock claim under this Section is the proportion of the amount of loss or damage that the Sum Insured bears to 80% of the market value of all Livestock at the Situation (We will take into consideration the seasonal fluctuation of Livestock numbers due to normal annual breeding cycles)
- c. We will not apply this under-insurance provision if the amount of the loss or damage is less than 10% of the Sum Insured

2. Special conditions applicable to combine harvesters

It is a condition of cover for combine harvesters insured under this section to comply with the following conditions whilst in use for harvesting:

- (i) to comply with Bush Fire Regulations and/or a Harvesting Code of Practice in force in the state or Territory in which the Situation is located, or in which an insured combine harvesters is operated; and

- (ii) two water-based foam filled fire extinguishers (containing aqueous film forming foam – abbreviated ‘AFFF’) must be carried upon any harvester during any periods for which restricted burning times or total fire bans are legally imposed by any local government, competent authority, or rural fire service authorised for such purpose.

Making a claim under this Section

Full details of what You should do when making a claim and what happens after You make a claim are shown under the heading “Claims procedure” on pages 12 and 13.

Excess

The Excess shown in Your Schedule for this Section is the amount which You must pay towards the cost of Your claim under this Section, unless We state otherwise under the heading of ‘Defined Events applicable to this Section’, ‘Other benefits We will pay under this Section’, ‘Specific options available under this Section’ or ‘Endorsements applicable to this Section’.

Endorsements applicable to this Section

The following endorsements apply only when indicated on Your Schedule.

1. Fencing – First Loss Cover

If You have insured Your Fencing for first loss cover the “Specific condition applicable to this Section” “1. Under-insurance” does not apply for loss or damage caused by any of the Defined Events to Your Fencing.

The most We will pay for this option is the Sum Insured specified in Your Schedule.

2. Milk Contamination

We will cover Your milk stored in a milk vat at the Situation against accidental or malicious contamination due to:

- a. materials or fluids which are used to clean the dairy;
- b. introduction of foreign matter (other than bacteria) into milk.

We will not cover:

- a. loss due to lack of refrigeration, regardless of cause;
- b. consequential loss.

We will pay the value of milk, which is lost, based on the farm gate price of milk at the time of loss. The most We will pay for this option during any one Period of Insurance is the Sum Insured specified in Your Schedule.

3. Unspecified Farm Buildings and Farm Machinery

We will cover Your unspecified Farm Buildings and Farm Machinery for loss or damage caused by any of the Defined Events occurring during the Period of Insurance.

The most We will pay for any claim under this option is:

- a. \$5,000 for any one Farm Building; or
- b. \$2,500 for any one item of Farm Machinery.

The most We will pay for this endorsement during any one Period of Insurance is the amount specified in Your Schedule.

An Excess of \$250 applies to this option for each claim.

4. Vines and Trees

We will cover Your Vines or Trees against being destroyed as a direct result of Fire occurring during the Period of Insurance.

A Vine or Tree is deemed destroyed when the Tree is damaged to such an extent that within six (6) months of the fire the Tree is no longer suitable for the intended purpose for which it was being grown.

We will Pay the agreed value per hectare specified in Your Schedule multiplied by the number of hectare (or part hectare) of Trees or Vines Destroyed.

The most We will pay for this option is the Sum Insured specified in Your Schedule.

An Excess of \$1,000 applies to this option for each claim.

You must insure Your whole plantation or vineyard at the Situation. If the area of the plantation or vineyard at the Situation is found to be greater than the area stated in Your Schedule, You will be considered Your own insurer for the difference, and will bear a rateable portion of any claim.

Section Three – Public and Products Liability

The cover

This Section insures all amounts which You become legally liable to pay as compensation (excluding punitive, exemplary, aggravated damages) for Personal Injury and/or Property Damage occurring within the Territorial Limits as a result of an Occurrence in connection with Your Farming Business, up to the Limit of Indemnity.

Definitions applicable to this Section

“**Aircraft**” means any vessel, craft or device made or intended to fly or move in or through the atmosphere or space.

“**Employment Practices**” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You.

“**Hovercraft**” means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

“**Incidental Contracts**” means:

- a. any written rental agreement or lease of real property which does not impose on You:
 - i. an obligation to insure such property, or
 - ii. any liability regardless of fault;
- b. any written contract:
 - i. with any public authority for the supply of Water, gas or electricity; or
 - ii. with any railway authority for the loading and/or transport of Your Products including contracts relating to the operation of railway sidings,

but only to the extent of indemnifying any such authority in respect of liability arising of Your Farming Business and excepting contracts for the performance of work or provision of services by You.

“**Limit of Indemnity**” means the amount(s) stated in Your Schedule as the Limit of Indemnity or any lesser limit shown in Your Schedule or this document. The Limit of Indemnity is inclusive of and not additional to any applicable Excess.

“**Medical Persons**” means legally qualified medical practitioners, legally qualified, enrolled and registered nurses, dentists and first aid attendants.

“**Occurrence**” means an event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage neither expected nor intended by You. All occurrences of a series consequent upon or attributable to one source or originating cause are deemed to be one occurrence.

“**Personal Injury**” means:

- a. death, bodily injury, sickness, disease, disability, shock, fright, mental anguish or mental injury;
- b. (i) false arrest, wrongful detention or imprisonment, malicious prosecution;
(ii) wrongful entry or eviction;
(iii) assault or battery;
(iv) libel, slander, defamation of character or invasion of right of privacy;

which occurs during the Period of Insurance.

“**Pollutants**” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste.

Waste includes material to be recycled, reconditioned or reclaimed.

“**Property Damage**” means:

- a. physical damage to, physical loss of or physical destruction of tangible property that occurs during the Period of Insurance including any resultant loss of use; or
- b. loss of use of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use is caused by physical damage to, physical loss of or physical destruction of other tangible property that occurs during the Period of Insurance.

“**Territorial Limits**” means:

- a. anywhere within Australia or its external territories;
- b. elsewhere in the world but only in respect of:
 - i. travelling executives or salesmen who are normally resident in Australia,
 - ii. Your Products exported to anywhere in the world except the United States of America or Canada or any country, territory or protectorate to which the laws of the United States of America or Canada apply.

“**Tool of Trade**” means a Vehicle which has any tool or plant forming part of or attached to or used in connection with it while such tool or plant is in operation for the purpose of the Farming Business, but does not include:

- a. Vehicles while in transit to or from or within any place of work; or
- b. Vehicles used for transport or haulage.

“**Vehicle**” means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

“**Watercraft**” means any vessel, craft or thing (other than a Hovercraft) made or intended to float on or in or travel on or through water.

“**Worker**” means any person employed by You or deemed to be employed by You pursuant to any law.

“**Workers’ Compensation Law**” means any law relating to compensation for injury to Workers or employees.

“**You**”, “**Your**”, “**Yours**” means:

- a. the Insured shown in Your Schedule;
- b. any subsidiary companies of a. above, existing at the commencement date of the Period of Insurance as shown in Your current Schedule, whose place of incorporation is within Australia or its external territories;
- c.
 - i. any company acquired by, and whose operations are controlled and managed by, the Insured shown in Your Schedule or a company referred to in b. above during the Period of Insurance as a result of consolidation, merger or purchase,
 - ii. any subsidiary company that is incorporated by the Insured shown in Your Schedule or by a company referred to in b. above, during the Period of Insurance;

provided that:

- i. any such acquisition or incorporation is notified to Us within 90 days,
- ii. the newly acquired or incorporated company conducts the same type of business as Your Farming business, and
- iii. the newly acquired or incorporated company is incorporated within Australia or its external territories;
- d.
 - i. any director, executive officer, employee or partner of the Insured shown in Your Schedule

or a company referred to in b. or c. above, but only while acting within the scope of their duties in such capacity, and

- ii. any shareholder of a company referred to in a., b. or c. above, but only while acting within the scope of their capacity as shareholders of such company;
- e. any principal in respect of the liability of such principal arising out of the performance by the Insured shown in Your Schedule or a company referred to in b. or c. above, of any contract or agreement for the performance of work for such principal but only to the extent required by such contract or agreement, and limited always to the extent of cover and Limit of Indemnity provided in this Policy;
- f. any office bearer or member of a social and/or sporting club formed with the consent of any of the parties in a., b., c. or d. above.

“**Your Products**” means anything (after it has ceased to be in Your physical possession or under Your control) manufactured or deemed to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied (including services) or distributed by You including any container (other than a Vehicle).

Limit of Indemnity applicable to this Section

The Limit of Indemnity is the amount stated in Your Schedule. This is the maximum amount We will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of Your Products, Our total aggregate liability during any one Period of Insurance will not exceed the Limit of Indemnity.

You must pay an Excess of \$500, unless specified otherwise, in respect of each claim for Property Damage. There is no Excess applicable for Personal Injury claims.

Other benefits We will pay under this Section

1. Legal and other expenses

Subject to the provisos below, in addition to the Limit of Indemnity, We will also make the following supplementary payments:

- a. all charges, expenses and legal costs incurred by Us and/or by You with Our prior written consent in the investigation, reporting, settlement or defence of any claim or suit for compensation for which:
 - i. You are entitled to cover under this Policy, or

- ii. You would be entitled to cover under this Policy if such claim or suit were to be sustained;
- b. all legal costs taxed against You in any such suit or claim and all interest on the judgment or settlement amount accruing after the entry of judgement against You until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Indemnity.
- c. all expenses incurred by You for providing first aid to others for Personal Injury for which You are covered by this Policy (other than medical expenses prohibited by law);
provided that:
 - i. if a payment exceeding the Limit of Indemnity has or is required to be made to dispose of a claim, Our liability to make supplementary payments will be limited to the proportion of the supplementary payments as the Limit of Indemnity bears to the amount paid or required to be paid to dispose of the claim. Where the application of this clause means that You are liable to repay supplementary payments to Us, We may set off the amount that You owe Us against any other entitlements You have under this Policy,
 - ii. supplementary payments in connection with claims made and/or actions instituted against You within the United States of America or Canada or claims and actions to which the laws of the United States of America or Canada apply will form part of the Limit of Indemnity and not be additional to it.

2. Aircraft landing areas

We will cover You for liability arising directly or indirectly out of Your ownership or control of:

- a. any property; or
- b. any structure;

at the Situation of the Farming Business which is used as an Aircraft landing area. Aircraft landing area includes the Aircraft take off and landing strip and any areas where the Aircraft is housed or maintained.

We will not cover Your liability directly or indirectly arising out of or in any way connected with any Aircraft landing areas that are used for reward or payment.

3. Incidental farm contracting activities

Cover is extended to include legal liability for any incidental farm contracting listed in Your Schedule. Income from this incidental contract work must not exceed 10% of farm turnover in a typical year or \$25,000, whichever is the lesser.

When We will not pay a claim under this Section

This Policy does not cover any actual or alleged liability:

1. Aircraft, Hovercraft

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

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

of any Aircraft or Hovercraft.

2. Assault and battery

directly or indirectly arising out of or in any way connected with assault and/or battery committed by You or at Your direction.

This exclusion (2) will not apply when such assault and/or battery is committed for the purpose of preventing Personal Injury or Property Damage or eliminating danger to persons or property.

3. Contractual liability

assumed under any contract or agreement.

This exclusion (3) does not apply to:

- a. liability that would have been implied by law in the absence of such contract or agreement;
- b. liability assumed by You under a warranty of fitness or quality regarding Your Products;
- c. those written contracts shown in Your Schedule;
- d. liability assumed under Incidental Contracts.

4. Crop spraying

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

- a. land; or
- b. anything grown on the land;

unless otherwise stated in Your Schedule.

5. Defamation, libel and slander

directly or indirectly arising out of or in any way connected with, the publication or utterance of any libelous, slanderous, defamatory or disparaging material:

- a. made prior to the commencement of the Period of Insurance;
- b. made at Your direction or with Your authority and with knowledge of its falsity; or

- c. related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf.

6. Defect in design

directly or indirectly arising out of or in any way connected with, any defective design or error in specification or formula in any of Your Products.

7. Employer's liability

- a. for Personal Injury to any Worker, if You are required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Personal Injury; or
- b. imposed by:
 - i. any Workers' Compensation Law;
 - ii. the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award, agreement or determination;
 - iii. any law relating to Employment Practices.

8. Construction, erections, alterations, demolition and additions

directly or indirectly arising out of or in any way connected with the construction, erection, alteration, demolition of and/or addition to buildings by You or on Your behalf.

This exclusion (8) will not apply to the construction, erection, alteration of or addition to buildings owned and/or occupied by You where the cost of such construction, erection, alterations or additions does not exceed \$100,000.

9. Faulty workmanship

for the costs or expenses incurred in performing, completing, correcting or improving any work or service undertaken or provided by You or on Your behalf.

10. Horse riding

directly or indirectly arising out of or in any way connected with any horse riding activities that are conducted for reward or payment.

11. Information Technology Risk

This Policy does not cover 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.

Internet Operations includes but is not limited to, the following:

- a. use of electronic mail systems by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;
- b. access through Your network to the world wide web or a public internet site by You or Your employees, including part-time and temporary staff, and others acting on Your behalf;
- c. access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
- d. the operation and maintenance of Your web site.

Nothing in this exclusion shall be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

12. Leisure purposes

directly or indirectly arising out of or in any way connected with farm stay accommodation, tourist or hosting activities, unless otherwise stated in Your Schedule.

13. Loss of use

for loss of use of tangible property (not having been physically damaged or destroyed) directly or indirectly arising out of or in any way connected with:

- a. a delay in or lack of performance by You or on Your behalf in relation to any contract or agreement; or
- b. the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You. This exclusion (13 b.) does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Your Products after such products have been put to use by any person or organisation other than You.

14. More specific policy

for which Indemnity is provided, or would have been provided but for any applicable deductible or Excess, under a more specific policy shown as such in Your Schedule.

15. Penalties, liquidated damages, punitive, exemplary

for fines or penalties imposed by law or liquidated damages or punitive, exemplary, aggravated and/or any additional damages resulting from the multiplication of compensatory damages

16. Pollution

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

- a. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.

This exclusion (16 a.) will not apply to liability for Personal Injury or Property Damage where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place;
- b. testing, monitoring, clean-up, removal, containment, treatment, detoxifying or neutralising of Pollutants whether or not any of the foregoing are or should be performed by You or by others;
- c. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any Products that have been discarded, dumped, abandoned or thrown away by others; or
- d. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants in the United States of America or Canada or in any country to which the laws of the United States of America or Canada apply.

17. Product defect

for Property Damage to Your Products if such Property Damage directly or indirectly arises out of or is in any way connected with:

- a. any defect in them or their harmful nature;
- b. their unsuitability for the purpose for which they were intended; or
- c. their inherent vice or inefficiency or ineffectiveness.

18. Product recall

directly or indirectly arising out of or in any way connected with the removal, withdrawal, recall, inspection, repair, reconditioning, replacement or loss of use of Your Products or any property of which such products form a part if they are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

19. Professional liability

directly or indirectly arising out of or in any way connected with the provision by You or anyone on Your behalf, to provide professional advice or any error or omission connected therewith.

This exclusion (19) does not apply to the rendering of or failure to render medical advice by Medical Persons employed by You to provide first aid and other medical

services on Your Premises, other than where Your Farming Business involves the provision of professional medical services or advice (which includes dental and veterinary services and advice) and the provision or sale of medication or other medical equipment, prosthetics, aids or devices of any description.

20. Property in physical or legal control

for Property Damage to:

- a. property owned by or leased or rented to You;
- b. property in Your physical or legal control.

Provided that this Exclusion (20) will not apply to liability for Property Damage to:

- (i) buildings which are leased or rented to You;
- (ii) buildings, including their contents, not owned, leased or rented to You but temporarily occupied by You for the purpose of carrying out work in connection with Your business, but We will not pay for Property Damage to that part of the property on which You are or have been working which arises out of such work,
- (iii) Vehicles (not belonging to or used by You or on Your behalf) temporarily in Your physical or legal control, for the purpose of parking not owned or operated for reward by You as part of Your Farming Business,
- (iv) property belonging to visitors or Your employees, or
- (v) property in Your physical or legal control (except while undergoing any process or being worked upon where Property Damage arises out of such process or work) for which You have not assumed any responsibility to obtain insurance.

Our liability under this proviso (v) will be limited to:

- \$10,000 in respect of any one animal,
- \$100,000 in respect of any one item of farm property other than animals,
- \$150,000 in the aggregate, in respect of any one Period of Insurance, unless a higher amount is shown in Your Schedule, and will be subject to the Excess shown in Your Schedule.

21. Smoking

for any Personal Injury directly or indirectly arising out of or in any way connected with, the inhalation or ingestion of or exposure to:

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

22. Vehicles

directly or indirectly arising out of or in any way connected with the ownership, possession, operation, use or legal control by You or on Your behalf of any Vehicle:

- a. which is registered or is required under any legislation to be registered.

This exclusion (22 a.) will not apply to:

- (i) liability for Personal Injury or Property Damage arising beyond the limits of any carriageway or thoroughfare or caused by the loading or unloading of any Vehicle or trailer,
 - (ii) liability for Personal Injury and/or Property Damage arising from the use of any Vehicle as a Tool of Trade,
 - (iii) Property Damage caused by any mobile farm machinery and attachments while being used in connection with Your Farming Business at the Situation and elsewhere within 40 kilometres of the Situation;
- b. where such liability is required by virtue of any legislation to be insured under a policy of bodily injury insurance required by law.

23. Watercraft

directly or indirectly arising out of or in any way connected with the ownership, possession, operation, maintenance or use by You or on Your behalf of any Watercraft, the hull of which exceeds 8 metres in length.

Specific conditions applicable to this Section

1. Cross liability

Where You are comprised of more than one entity, the term “You” will be considered as applying to each entity in the same manner as though a separate policy had been issued to each entity, provided that Our Limit of Indemnity and liability to make supplementary payments will apply as though there were not separate policies issued to each entity.

2. Discharge of liabilities

We may at any time pay to You or on Your behalf in respect of all claims against You:

- a. the amount of the Limit of Indemnity (after deduction of any sum or sums already paid by Us); or
- b. any lesser sum for which the claim or claims may be settled.

Upon such payment We will relinquish conduct or control of the defence of all claims against You and be under no further liability under this Policy in connection with such claim(s).

Provided that We will pay for costs, charges and expenses recoverable from You in respect of the period prior to the date of such payment (whether or not this is pursuant to an order made subsequently) or incurred by Us or by You with Our written consent prior to the date of such payment.

3. Reasonable care and maintenance

You must:

- a. take reasonable precautions to prevent the manufacture, sale or supply of defective products;
- b. at Your expense, take reasonable action to trace, recall or modify any products containing any defect or deficiency of which You have knowledge or have reason to suspect.

If You do not meet the above condition, We may cancel the Policy and or reduce or refuse to pay a claim.

Endorsements applicable to this Section

The following endorsements apply only when indicated on Your Schedule.

1. Crop spraying

Exclusion 4. Crop spraying under “When We will not pay a claim under this Section” is deleted and replaced by the following:

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

- a. land; or
- b. anything grown on the land.

This exclusion does not apply to liability for Property Damage arising out of any aerial spraying application conducted by a licensed aerial spraying contractor engaged by You or on Your behalf, provided that:

- a. such Aircraft is neither owned or operated by You or Your employees, nor is it in your physical or legal care, custody or control;
- b. You or Your employees do not perform that aerial spraying application; and
- c. You neither own nor operate the aerial spraying business.

Our liability under this endorsement will be limited to the amount specified in Your Schedule for any one Occurrence and in the aggregate in respect of any one Period of insurance.

You must pay an Excess of \$5,000 in respect of each claim.

2. Milk tanker contamination

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

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

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

Our liability under this endorsement will be limited to \$10,000 for any one Occurrence and in the aggregate in respect of any one Period of Insurance.

You must pay an Excess of \$100 in respect of each claim.

Section Four – Motor Vehicles

Cover options

The following cover options are available under this Policy Section:

Part A - Comprehensive;

Part B - Third Party Property Damage; and

Part C - Third Party Property Damage, Fire and Theft.

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“**Agreed Value**” means the amount which We agree to insure Your Vehicle for as shown in Your Schedule.

“**Declined Driver**” means a driver, noted in Your Schedule as a Declined Driver who is not insured under this Policy.

“**Market Value**” means the cost to replace Your Vehicle with a vehicle of the same make, model, age and condition as Your Vehicle immediately prior to the loss or damage.

“**Nominated Driver**” means a driver, noted in Your Schedule as a Nominated Driver You have advised Us will drive Your Vehicle.

[Note: If during the currency of the Policy, any person under 25 years of age becomes a Nominated Driver You must inform Us immediately.]

“**Substitute Vehicle**” means a vehicle similar to Your Vehicle which has been hired or borrowed because Your Vehicle is being repaired, serviced or is not driveable because of a mechanical breakdown.

“**Total Loss**” means We have determined that it is either unsafe or uneconomical to repair Your Vehicle.

“**Vehicle Usage**” means the use of Your Vehicle, which You have told Us about. This is shown on Your Schedule.

Vehicle usage may be either:

- a. “**Private**” which means any vehicle which;
 - i. is registered as a private vehicle, and
 - ii. is not used for income earning purposes.
- b. “**Farm**” which means any vehicle used predominately in Your Farming Business.

“**Your Vehicle**” means any vehicle shown on Your Schedule including:

- a. its standard tools, modifications, and accessories as supplied by the manufacturer,

- b. its fitted or non-standard extras, modifications and accessories which You have listed on Your proposal or given Us details of later and which We have accepted,
- c. equipment and apparatus fixed to it such as:
 - i. radio receivers, roof racks, telephones, compact disc players, radios, tape recorders, tape players and air conditioning,
 - ii. tarpaulins, gates and chains.

Your Vehicle does not include:

- a. mobile phones which are capable of operation when removed from the motor vehicle unless they are in the motor vehicle's car kit at the time of loss or damage, or
- b. radar detectors, or
- c. any goods being carried by the motor vehicle.

Part A – Comprehensive

Your Schedule will show if Your Vehicle is insured for Comprehensive cover.

The cover

Cover for accidental loss or damage to Your Vehicle

We will cover You for accidental loss (including Theft) or damage to Your Vehicle.

At Our option We will:

1. repair Your Vehicle; or
2. pay You the reasonable cost of repairing Your Vehicle; or
3. pay You the Market Value of Your Vehicle when the Schedule shows that Your Vehicle is insured for a Market Value; or
4. pay You the Agreed Value of Your Vehicle when the Schedule shows that Your Vehicle is insured for an Agreed Value; or
5. pay You the Sum Insured shown in Your Schedule; whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision shown under "General conditions – applicable to all Sections of this Policy", "GST Notice" on page 14.

Replacement of new vehicle after a Total Loss

(Applicable only when Your Vehicle is stated as "Private" Vehicle Usage or "Farm" Vehicles - Farm utilities and vans in Your Schedule)

If Your Vehicle was purchased new by You and becomes a Total Loss within two years of the starting date of the original registration, We will replace Your Vehicle with a new vehicle of the same make, model and series. We will also pay for the on-road costs (including 12 months registration and compulsory third party insurance) of the new vehicle if You pay Us any refund amount obtained from Your registration and compulsory third party insurance.

If a replacement vehicle is not currently available, We will pay You either the Market Value of Your Vehicle or the Sum Insured shown in Your Schedule, whichever is the lesser.

If We replace Your Vehicle, this Policy will continue to cover Your new replacement vehicle until the end of the Period of Insurance. We will not require You to pay any additional premium for this cover.

Cover for damage to other people's property (legal liability)

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

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

1. Your Vehicle;
 2. a caravan or trailer towed by Your Vehicle;
- We will also cover the legal liability for loss or damage to someone else's property of:
3. any person who is driving, using or in charge of Your Vehicle with Your permission;
 4. a passenger travelling in Your Vehicle or who is getting into or out of Your Vehicle;
 5. Your employer, principal or partner arising from Your use of Your Vehicle.

We will not cover legal liability:

- when the loss or damage occurs to Your own property, Your spouse's or defacto's property or to property which is in Your possession, custody or control; or
- which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability; or

- where Your Vehicle is not registered for use on public roadways.

No cover for legal liability after a Total Loss

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle, all cover under the Policy in respect of that vehicle will cease.

Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

- driving or being in charge of Your Vehicle or a Substitute Vehicle,
- goods being carried by or falling from Your Vehicle or a Substitute Vehicle,
- loading or unloading Your Vehicle or a Substitute Vehicle.

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

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
 - a. statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - b. compensation scheme or fund, even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
 - a. statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - b. compensation scheme or fund.
3. if the legal liability would have been covered or indemnified in any way if You had not failed to:
 - a. insure Your Vehicle,
 - b. register Your Vehicle, or
 - c. comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.

4. for legal liability to any:
 - a. person driving or in charge of Your Vehicle,
 - b. of Your employees', or
 - c. member of Your family.
5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
6. unless You or the person claiming under this Section have notified Us of a claim under this Section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
7. for legal liability caused by or arising from an intentional act by You or any other person.
8. any amount of exemplary, punitive or aggravated damages
9. if Your Vehicle is outside of Australia at the time of loss or damage.

Maximum amount payable

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

Other benefits We will pay under Part A of this Section

Unless We have stated differently under one of the additional benefits listed below, any payment We may make under this Section will be paid in addition to any amount payable for the damage to Your Vehicle or any amount payable under legal liability.

1. Substitute Vehicle

We will cover You for legal liability, up to the maximum policy limit of \$20,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

We will not cover:

- a. Your legal liability when We have already accepted a claim for the Total Loss of Your Vehicle, or
- b. Your legal liability when the Substitute Vehicle is unregistered, or
- c. accidental loss or damage to the Substitute Vehicle.

2. Legal costs

Provided We agree in writing, We will also pay for all legal costs and expenses in defending any court

proceedings which may arise from accidental loss, damage or liability covered by Part A of this Section.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

3. Rental car following Theft

(Applicable only when Your Vehicle is stated as “Private” Vehicle Usage or “Farm” Vehicles - Farm utilities and vans in Your Schedule)

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

- a. until Your Vehicle is recovered undamaged and You have been told of its location, or
- b. until Your Vehicle is recovered damaged and the damage is repaired, or
- c. until We settle Your claim by paying You the Agreed Value or Market Value, or
- d. for a maximum of 14 days,

whichever happens first.

The maximum daily rental charge We will pay is \$75.

We will not pay for:

- a. a rental car unless its hire has been arranged by Us or approved by Us.
- b. the cost of fuel used during the rental period, or
- c. any accidental loss or damage to the rental car.

If a rental or loan car is not available, We will pay You a daily travel allowance of \$30.

4. Towing

Following an accident or Theft of Your Vehicle covered by Part A of this Section, after which Your Vehicle is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

5. Vehicle being transported by ship

If Your Vehicle is being transported by ship within Australian waters during the Period of Insurance, We will pay Your contribution for any general average and salvage charges if such maritime conditions apply.

6. Trailer cover

(Applicable only when Your Vehicle is stated as “Private” Vehicle in Your Schedule)

Where We have accepted Your claim for Theft or damage to Your Vehicle We will pay for accidental loss of or damage to any trailer which was attached to Your Vehicle.

We will pay the lesser of the Market Value of the trailer or \$1,000.

We will not pay for property being carried in or on the trailer or for any trailer which is already insured.

7. Emergency repairs

(Applicable only when Your Vehicle is stated as “Private” Vehicles or “Farm” Vehicles Farm utilities and vans in Your Schedule)

We will reimburse You for the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle home after it is involved in an accident covered by Part A of this Section.

The maximum We will pay in respect of any one accident is \$350 for Vehicles stated as “Private” Vehicle Usage or “Farm” Vehicle - Farm utilities and vans in Your Schedule and \$1,000 for all other vehicles.

8. Personal effects and clothing

We will also pay for personal effects and clothing belonging to You, Your spouse or dependent children which are:

- a. damaged in a collision involving Your Vehicle,
- b. stolen from Your locked vehicle, or
- c. stolen at the same time as Your Vehicle, and the damage or Theft of the vehicle is covered by Part A of this Section.

We may choose to pay the amount of the loss or damage, or repair or replace the personal effect or item of clothing.

The maximum We will pay in respect of one accident or Theft is \$200.

9. Transportation costs

If Your Vehicle cannot be safely driven home after being involved in an accident covered under Part A of this Section, We will reimburse You for the cost of:

- a. travel necessary to return You, Your spouse Your de facto and/or dependent children to Your home, and/or
- b. transportation to collect Your Vehicle when it has been repaired.

The maximum We will pay in respect of any one accident giving rise to a claim is \$500.

10. Signwriting

We will pay for the replacement cost of any signwriting or fixed advertising signs attached to and forming part of Your Vehicle which have been lost or damaged arising from an accident to or Theft of Your Vehicle covered under Part A of this Section.

The maximum We will pay in respect of any one accident or Theft giving rise to a claim is \$2,000.

11. Finance payout – Total Loss

(Applicable only when Your Vehicle is stated as “Private” Vehicles or “Farm” Vehicles Farm utilities and vans in Your Schedule)

Where Your Vehicle is subject to any secured finance and suffers a Total Loss, We will cover You or the finance provider for the difference between the residual value under the contract and the Agreed Value or Market Value less any payments and interest in arrears at the time of the loss, and any discount in respect of finance charges and/or interest for the unexpired term of the secured finance agreement. However, We will not pay if We are not required to do so by the finance provider.

The maximum additional amount We will pay is 15% of the Agreed Value or Market Value of Your Vehicle or \$5,000 whichever is the lesser.

12. Removal of debris

If at the time of an accident Your Vehicle is carrying goods, We will pay up to \$1,000 to clean up and remove any debris.

13. Re-keying and re-coding

If the keys to Your Vehicle are stolen We will pay for the replacement of Your Vehicle’s keys and the necessary recoding of Your Vehicle’s locks.

The maximum amount We will pay is:

- a. the amount by which the cost to re-key and/or re-code Your Vehicle exceeds the basic Excess payable for the claim, up to a maximum amount of \$500 for any one claim.

This benefit will only apply if:

- a. the Theft of Your keys has been reported to the police, and
- b. the keys have not been stolen by a family member, invitee or person who resides with You, and
- c. You are not entitled to cover under any other policy.

Cover under this benefit does not entitle You to a claim for a rental vehicle or any other additional benefit.

14. Removal of basic Excess for windscreen claims

(Applicable only when Your Vehicle is stated as “Farm” Vehicles - Farm utilities and vans in Your Schedule)

If the windscreen or window glass in Your Vehicle is accidentally broken We will not apply an Excess to Your claim.

This benefit only applies:

- a. if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. to one claim during any one Period of Insurance; and
- c. if the broken windscreen or window glass is the only damage to Your Vehicle.

Specific options available under Part A of this Section

(Some of the following options are not available in all States or Territories).

These options are available only when Your Vehicle is stated as “Private” Vehicle Usage on Your Schedule.

Your Schedule will show which, if any, of the following options apply. Depending on the options selected, Your premium may have been increased or reduced.

1. Removal of basic Excess for windscreen claims

When Your Schedule shows that the removal of basic Excess for windscreen claims option applies, if the windscreen or window glass in Your Vehicle is accidentally broken or damaged We will not apply an Excess to Your claim.

Any no claim bonus entitlement You hold with another insurance company is transferrable.

This option only applies:

- a. if the fracture extends through the entire thickness of the glass or, in the case of laminated windscreens, a fracture extends through all layers of the windscreen;
- b. to one claim during any one Period of Insurance; and
- c. if the broken windscreen or window glass is the only damage to Your Vehicle.

Your no claim bonus entitlement is not affected if Your claim relates to the cost of repairing or replacing the windscreen or window glass in Your Vehicle if it is accidentally broken.

2. Protected no claim bonus

When Your Schedule shows that the option for “protected no claim bonus” applies, We will not reduce Your current no claim bonus entitlement for the first claim in any one Period of Insurance which is Your fault or where the responsible party cannot be identified.

3. Rental or loan car following an accident

When Your Schedule shows that the rental or loan car following an accident option applies and We accept a claim for accidental damage, We will:

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

The rental or loan car benefit will be provided from:

- a. the date repairs to Your Vehicle are authorised, or
- b. the date Your Vehicle is made available for repairs to be commenced,

whichever is the later.

The maximum daily rental charge We will pay is \$75.

We will provide the rental or loan car benefit:

- a. for a maximum period of 14 days, or
- b. until the repairs have been completed, or
- c. until We settle Your claim by paying You the Market Value or Sum Insured of Your Vehicle,

whichever happens first.

We will not pay for:

- a. a rental car unless its hire has been arranged by Us or approved by Us,
- b. the cost of fuel used while driving the loan car, or
- c. any accidental loss or damage to the rental or loan car.

Special conditions applicable to combine harvesters insured under Part A of this section Four – Motor Vehicles

It is a condition of cover for combine harvesters insured under this section to comply with conditions set out below, whilst in use for harvesting:

- (i) to comply with Bush Fire Regulations and/or a Harvesting Code of Practice in force in the state or Territory in which the Situation is located, or in which an insured combine harvesters is operated; and
- (ii) two water-based foam filled fire extinguishers (containing aqueous film forming foam - abbreviated 'AFFF') must be carried upon any harvester during any periods for which restricted burning times or total fire bans are legally imposed by any local government, competent authority, or rural fire service authorised for such purpose".

How You earn a no claim bonus

For each claim free Period of Insurance You will accumulate a discount off Your motor vehicle insurance premium up to a maximum amount. This maximum amount will vary according to the State or Territory in which Your Vehicle is garaged/kept. Any no claim bonus

entitlement You hold with another insurance company is transferrable. You may be required to provide documentary evidence of Your current no claim bonus entitlement.

Premiums are calculated prior to a no claim bonus discount being applied. The premium for a Policy may increase if affected by a claim, regardless of whether the no claim bonus discount amount is altered.

Part B – Third party property damage

Your Schedule will show if Your Vehicle is insured for Third party property damage cover.

The cover

Cover for damage to other people's property (legal liability)

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

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

- a. Your Vehicle; and/or
- b. a caravan or trailer towed by Your Vehicle.

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

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

We will not cover legal liability:

- a. when the loss or damage occurs to Your own property, or Your spouse's or defacto's property or to property which is in Your possession, custody or control; or
- b. which is insurable under any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund covering such legal liability; or
- c. where Your Vehicle is not registered for use on public roadways.

Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability arising for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

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

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

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
 - a. statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - b. compensation scheme or fund,even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
 - a. statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - b. compensation scheme or fund.
3. if the legal liability would have been covered or indemnified in any way if You had not failed to:
 - a. insure Your Vehicle,
 - b. register Your Vehicle, or
 - c. comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.
4. for legal liability to any:
 - a. person driving or in charge of Your Vehicle,
 - b. of Your employees, or
 - c. member of Your family.

5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
6. unless You or the person claiming under this Section have notified Us of a claim under this Section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
7. for legal liability caused by or arising from an intentional act by You or any other person.
8. any amount of exemplary, punitive or aggravated damages.
9. if Your Vehicle is outside of Australia at the time of loss or damage.

Maximum amount payable

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

Other benefits We will pay under Part B of this Section

1. Substitute Vehicle

We will cover You for legal liability, up to the maximum policy limit of \$20,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

We will not cover:

- a. Your legal liability when We have already accepted a claim for the Total Loss of Your Vehicle, or
- b. Your legal liability when the Substitute Vehicle is unregistered, or
- c. accidental loss or damage to the Substitute Vehicle.

2. Legal costs

Provided We agree in writing, We will also pay for all legal costs and expenses in defending any court proceedings arising from liability covered by Part B of this Section.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

Uninsured motorists extension

We will cover You for loss or damage to Your Vehicle arising from an accident during the Period of Insurance caused by the driver of an uninsured vehicle up to a

maximum amount of \$3,000 including the cost of protection, removal and towing.

You may only claim under this extension if You:

1. did not contribute to the cause of the accident; and
2. can provide Us with the name and address of the person responsible for the accident, and
3. can provide the registration number of the other vehicle.

Part C – Third party property damage, Fire and Theft

Your Schedule will show if Your Vehicle is insured for Third party property damage, Fire and Theft cover.

The cover

Cover for damage to other people's property (legal liability)

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

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

- a. Your Vehicle; and/or
- b. a caravan or trailer towed by Your Vehicle.

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

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

We will not cover legal liability:

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

- c. where Your Vehicle is not registered for use on public roadways.

No cover for legal liability after a total loss

On the date We confirm that We will pay Your claim for the total loss of Your vehicle, all cover under the Policy for that vehicle will cease.

Additional cover for supplementary bodily injury (legal liability)

We will also cover You, or a currently licensed driver of Your Vehicle driving Your Vehicle with Your consent, for legal liability for death or bodily injury caused by or arising out of the use of Your Vehicle, if Your Vehicle is registered for use on a public road when the liability is incurred, from one or more of the following events:

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

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

We will not pay:

1. if the event or series of related events that gives rise to the legal liability or any part of it is covered or indemnified in any way by any:
 - a. statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - b. compensation scheme or fund,even if the amount recoverable is nil.
2. any amount of a claim over that recoverable under any:
 - a. statutory or compulsory insurance policy or any statutory or compulsory insurance, or
 - b. compensation scheme or fund.
3. if the legal liability would have been covered or indemnified in any way if You had not failed to:
 - a. insure Your Vehicle,
 - b. register Your Vehicle, or
 - c. comply with the requirements of any statutory or compulsory insurance policy or any statutory or compulsory insurance or compensation scheme or fund.

4. for legal liability to any:
 - a. person driving or in charge of Your Vehicle,
 - b. of Your employees, or
 - c. member of Your family.
5. for legal liability in respect of any psychological or psychiatric injury (other than to the extent that it is directly caused by or arises from serious physical bodily injury of the person who suffers the psychological or psychiatric injury).
6. unless You or the person claiming under this Section have notified Us of a claim under this Section within 6 months of You or that person first becoming aware of an intention to make a claim against You or that person.
7. for legal liability caused by or arising from an intentional act by You or any other person.
8. any amount of exemplary, punitive or aggravated damages.
9. if Your Vehicle is outside of Australia at the time of loss or damage.

Maximum amount payable

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

Cover for loss or damage caused by Fire or Theft

We will also cover You for loss or damage to Your Vehicle caused by fire or Theft during the Period of Insurance.

At Our option, We will:

- a. repair Your Vehicle; or
- b. pay You the reasonable cost of repairing Your Vehicle; or
- c. pay You the Market Value of Your Vehicle; or
- d. pay You the Sum Insured shown on Your Schedule; whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision noted under "General conditions applicable to all Sections of this Policy", "GST Notice" on page 14.

No cover for legal liability after a Total Loss

On the date We confirm that We will pay Your claim for the Total Loss of Your Vehicle, all Policy cover for that vehicle will cease.

Other benefits We will pay under Part C of this Section

1. Substitute Vehicle

We will cover You for legal liability, up to the maximum policy limit of \$20,000,000, for loss or damage to someone else's property while using a Substitute Vehicle. Only one Substitute Vehicle can be used at a time.

We will not cover:

- a. Your legal liability when We have already accepted a claim for the Total Loss of Your Vehicle, or
- b. Your legal liability when the Substitute Vehicle is unregistered, or
- c. accidental loss or damage to the Substitute Vehicle.

2. Legal costs

Provided We agree in writing, We will also pay for all legal costs and expenses in defending any court proceedings arising from liability, fire or Theft covered by Part C of this Section.

We will not pay for any legal costs and expenses relating to any criminal or traffic proceedings.

3. Towing

Following loss or damage caused by fire or the Theft of Your Vehicle covered by Part C of this Section after which Your Vehicle is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of Your Vehicle to the nearest repairer, place of safety or any other place which We agree to.

Uninsured motorists extension

We will cover You for loss or damage to Your Vehicle arising from an accident during the Period of Insurance caused by the driver of an uninsured vehicle up to a maximum amount of \$3,000 including the cost of protection, removal and towing.

You may only claim under this extension if You:

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

When We will not pay Your claim under this Section

There are other exclusions in this Policy, which may apply. These are detailed under the heading "General exclusions applicable to all Sections of this Policy" on pages 9 to 11.

We will not pay Your claim if, at the time of any accidental loss, damage or liability which results in a claim, Your Vehicle, or a Substitute Vehicle (or any trailer or caravan attached to the vehicle), was:

1. Unlicensed driver

being driven by any person, including You, who was not licensed to drive Your Vehicle. We will not refuse Your claim if You can prove that You did not know that the driver was unlicensed.

2. Declined Driver

being driven by a person nominated in Your Schedule as a Declined Driver.

3. Driver under the influence

being driven by You, or any other person:

- a. under the influence of any drug or intoxicating alcohol; or
- b. who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or
- c. who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- d. who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

We will not refuse Your claim if You can satisfy Us You had no reason to suspect that the driver was affected by alcohol or any drug.

4. Overloaded vehicle

being used to:

- a. carry a number of passengers; or
- b. carry or tow a load;

greater than that for which Your Vehicle was constructed.

We will not refuse Your claim if You can prove that the accidental loss, damage or liability was not caused or contributed to by its greater load or number of passengers.

5. Unsafe vehicle

being used in an unsafe or unroadworthy condition.

We will not refuse Your claim if You can prove that the accidental loss, damage or liability was not caused or contributed to by the unsafe or unroadworthy condition of the vehicle.

6. Carrying passengers for hire, fare or reward

being used to carry passengers for hire, fare or reward except under a private pooling arrangement. If Your fulltime employer pays You a travelling allowance, We will not consider such an allowance as hire, fare or reward.

7. Motor sport

being used for any motor sport, time trial or was being tested in preparation for any motor sport or time trial.

8. Motor trade

being used in connection with the motor trade for experiments, tests, trials or demonstration purposes.

We will not pay for:

9. Wear

wear and tear, rust or corrosion of Your Vehicle.

10. Loss of use

any loss suffered due to loss of use of Your Vehicle.

11. Breakdown

mechanical or electrical breakdowns, failures or breakages to Your Vehicle.

12. Tyres

damage to the tyres caused by application of the brakes or by road punctures, cuts or bursts.

13. Safeguarding vehicle

accidental loss or damage to Your Vehicle after an accident, Theft or breakdown unless You have taken reasonable steps to protect or safeguard it.

14. Renting a vehicle

- a. any costs associated with the loan of a vehicle; or
- b. the cost of renting a vehicle;

except for those circumstances detailed in:

- “Other benefits We will pay under Part A of this Section”, “Rental car following Theft” on page 51,
- “Other benefits We will pay under Part A of this Section”, “Transportation costs” on page 51, or
- “Specific options available under Part A of this Section”, “Rental or loan car following an accident” on page 52.

15. Failure of computer or similar equipment

loss or damage to any machinery, equipment, part, accessory or other property which:

- a. is a computer or which contains or comprises any computer technology (including computer chip or control logic); and
 - b. 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);
 - c. arises directly or indirectly from the importation of any software virus whether the importation was malicious, negligent or accidental.
- b. had a driver's licence cancelled or suspended or been restricted or disqualified from holding a driver's licence for any period, or
 - c. been responsible for causing any motor vehicle accident, or
 - d. had any motor vehicle damaged or stolen.

2. If You replace Your Vehicle

If You permanently replace Your Vehicle, We will provide temporary cover for the replacement vehicle from the date of purchase to a maximum of 14 days. If cover is to continue on the replacement vehicle:

- a. You must give Us full written details of the replacement vehicle during the 14 day temporary cover period; and
- b. You must obtain Our agreement to cover Your replacement vehicle; and
- c. You must pay any extra premium We require.

The cover is subject to You advising Us immediately if:

- a. the value of the vehicle exceeds \$100,000;
- b. the motor vehicle is not similar to other vehicles insured under this Section;
- c. the motor vehicle is intended to be used for any other purpose other than the purposes shown in the Schedule.

Cover on the replaced vehicle ceases from the date of purchase of the replacement vehicle. The cover for the replacement vehicle will be limited to the cover provided for Your Vehicle.

3. Special conditions applicable to combine harvesters insured under Part C of this section Four – Motor Vehicles

It is a condition of cover for combine harvesters insured under this section Four: Motor Vehicles, to comply with the following conditions whilst in use for harvesting:

- (i) to comply with Bush Fire Regulations and/or a Harvesting Code of Practice in force in the state or Territory in which the Situation is located, or in which an insured combine harvesters is operated; and
- (ii) two water-based foam filled fire extinguishers (containing aqueous film forming foam - abbreviated 'AFFF') must be carried upon any harvester during any periods for which restricted burning times or total fire bans are legally imposed by any local government, competent authority, or rural fire service authorised for such purpose".

16. Use of Your Vehicle

loss or damage which occurs while Your Vehicle is being used for any purpose which differs from the description of use stated in Your Schedule.

17. Dangerous Goods

loss or damage which occurs while Your Vehicle is being used for commercial bulk transportation of any goods or substance that is classified as "Dangerous Goods" under the Australian Dangerous Goods Code.

Specific conditions of cover applicable to this Section

There are other conditions of cover in this Policy, which may apply. These are detailed under the heading "General conditions applicable to all Sections of this Policy" on pages 11 to 14.

1. Changes to Your insurance details – what You must tell Us

You must tell Us immediately if during the Period of Insurance:

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

When We receive this information, We may:

- a. alter the terms and conditions of Your Policy, or
- b. charge You additional premium, or
- c. decide not to offer to renew Your Policy.

Before We agree to renew Your Policy You must tell Us if, during the current Period of Insurance, You or any person who is a regular driver of Your Vehicle has:

- a. been convicted of or had any fines or penalties imposed for any driving related alcohol or drug offences or are currently awaiting a court hearing or have charges pending for such offences, or

Making a claim under this Section

What You must do

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading “Claims procedure” on pages 12 and 13.

What happens after You make a claim

1. Excess

There are different types of Excess which may apply to You or the driver of Your Vehicle at the time of the claim. The Excess types are shown on Your Schedule under the heading “Excess applicable to claims”.

These are:

a. Basic Excess

(Applicable for all Your insured Vehicles)

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

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

i. Minimum basic Excess

The minimum Excess that is due on Your Policy risk for each claim. The amount of the minimum basic Excess will be shown on the current Schedule.

ii. Voluntary Excess

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

iii. Imposed Excess

The imposed Excess forms part of the basic Excess. An imposed Excess may be applied to a Policy risk due to underwriting criteria. Any imposed risk Excess amount will be shown on the current Schedule.

b. Age Excess

(Applicable for all Your insured Vehicles)

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

c. Undeclared young driver Excess

(Applicable only when Your Vehicle is stated as “Private” Vehicle Usage on Your Schedule)

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

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

- i. was found guilty of the Theft or illegal use of Your Vehicle,
- ii. had been paid by You to repair, service or test Your Vehicle, or
- iii. was an attendant at a car park.

d. Inexperienced driver Excess

(Applicable only when Your Vehicle is stated as “Private” Vehicle Usage on Your Schedule)

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

e. Tipping Excess

(Applicable only when Your Vehicle is stated as “Farm” Vehicle Usage on Your Schedule)

Where loss or damage occurs to the motor vehicle while its tipping hoist/device mechanism is in operation Your total Excess will increase by 100%.

f. Driver Excess

(Applicable only when Your Vehicle is stated as “Private” Vehicle Usage on Your Schedule)

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

When You do not have to pay an Excess

If Your Vehicle You will not have to pay any Excess if:

- a. the driver of Your Vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. Your Vehicle was damaged while parked,

and for both a. and b. above providing there was another at fault vehicle involved, and You supply Us with:

- a. the name, address and licence number of the responsible party, and
- b. the registration number of the other vehicle(s) involved in the accident.

Nor will You have to pay any age (young driver), undeclared young driver or inexperienced driver Excess if You are claiming for any of the following:

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

2. No claim bonus

Your no claim bonus entitlement will not be affected if:

- a. the driver of Your Vehicle at the time of the accident did not contribute to the cause of the accident; or
- b. Your Vehicle was damaged while parked, and You supply Us with:
 - i. the name, address and licence number of the responsible party, and
 - ii. the registration plate number of the other vehicle(s) involved in the accident;
- c. Your claim relates to the cost of repairing or replacing the windscreen or window glass in Your Vehicle if it is accidentally broken.

3. Deciding who is at fault

We will be solely responsible for deciding whether You contributed to the cause of an accident.

4. Choice of repairer

You have the right to choose any repairer from the Allianz Repairer Network to repair the damage to Your car. Before becoming a Network Repairer, applicants are assessed on their reputation to perform quality repairs, expertise of staff, repair turnaround times, workshop equipment and facilities, and location. They must also adhere to the Motor Vehicle Insurance & Repair Industry Code of Conduct. Once part of the Network, performance is regularly reviewed to maintain standards of service. You can be assured that We strive to achieve the best repair outcome for You by working closely with Our Network Repairers.

Of course You can elect to choose a non-Allianz Network Repairer. In this case We will work closely with Your nominated repairer, however, We may require a second quotation from a repairer chosen by Us. We will then choose to either:

- a. Authorise the repairs at Your repairer of choice, or
- b. Pay You a fair and reasonable amount to repair the Vehicle; or
- c. Move the Vehicle to a repairer We both agree will repair Your Vehicle. In the instance that We both agree to move the Vehicle We will provide You with a rental car for up to 3 days in addition to any other benefit provided under this policy.

5. Authorising repairs

- a. Where You have Comprehensive cover You may only authorize emergency repairs as detailed on page 51 under "Emergency repairs". You cannot authorise further repairs to Your Vehicle without Our prior consent.
- b. Before We make a decision regarding Your claim and repairs to Your Vehicle, We may need to inspect Your Vehicle. A motor vehicle assessor will be appointed by Us. A motor vehicle assessor will make the necessary arrangements with You.

6. Spare parts, extras and accessories

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

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

7. Sublet repairs

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

8. Guarantee and warranty

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

9. Salvage of vehicle when it is a Total Loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or the Sum Insured for Your Vehicle:

- a. the wreckage of Your Vehicle will become Our property, and
- b. We will keep the proceeds of any salvage sale.

10. Payment of unpaid premium when Your vehicle is a Total Loss

If Your Vehicle is a Total Loss and We agree to pay the Market Value or the Sum Insured for Your Vehicle:

- a. the amount of any unpaid premium for the Period of Insurance will be deducted from the amount payable to You, and
- b. if We are replacing Your Vehicle, You must pay Us the balance of any unpaid premium or instalments for the Period of Insurance.

11. No return of premium after a Total loss

If Your Vehicle is a Total Loss and We have agreed to pay the Market Value or the Sum Insured for Your Vehicle, no return of premium will be made for any unused portion of the premium.

Section Five – Personal Accident and Sickness

The cover

We will pay You Compensation in accordance with the “How We will settle Your Personal Accident and Sickness claim” on the happening of a Defined Event to an Insured Person.

Definitions applicable to this Section

“**Accident**” means any unexpected or unforeseen incident.

“**Average Weekly Income**”

- a. for a wage earning or salaried Insured Person means the average gross weekly income excluding overtime, bonuses, commission and any other allowances or payments; or
- b. for a self employed Insured Person means the average gross weekly income derived by personal exertion after the deduction of all expenses necessarily incurred in earning an income;

earned during the 12 months immediately preceding any Injury or Sickness for which a claim is made. If the Insured Person has derived an income as defined above for less than 12 months, the Average Weekly Income will be calculated over such shorter period.

“**Benefit Period**” means the number of weeks stated in Your Schedule.

“**Capital Sum Insured**” means the sum shown in Your Schedule.

“**Compensation**” means the percentage of the Capital Sum Insured shown against the Defined Events or the Weekly Benefit shown in Your Schedule.

“**Death**” means cessation of all vital functions.

“**Defined Event**” means those events occasioned by Injury or Sickness and listed under the heading “Defined Events”.

“**Excess Period**” means the period shown in Your Schedule or, if no Excess Period is stated in the Schedule, 14 days, commencing from the first date of disablement of the Insured Person and is the period of either Temporary Total Disablement or Temporary Partial Disablement during which We will not pay Compensation.

“**Existing Medical Condition**” means:

- a. any physical defect, condition, Sickness or disease suffered by the Insured Person for which treatment, medication or advice (including investigations) has

been received or prescribed by a medical or dental adviser in the 90 days prior to the issue of this Policy Section;

or

- b. any chronic or ongoing (whether chronic or otherwise) medical or dental condition, Sickness or disease medically documented prior to the relevant Insured Person being included under this cover.

“Injury” means bodily injury caused solely and directly by accidental, violent, external and visible means, including exposure to the elements caused by them which first occurs during the Period of Insurance and does not include a Sickness.

“Insured Person” means the person or people shown in Your Schedule as the Insured Person.

“Insured Person’s Occupation” means the Insured Person’s usual occupation or profession that they perform on Your behalf in relation to Your Farming Business immediately prior to an Injury or Sickness.

“Limb” means an arm, a leg, the whole of a hand commencing at the wrist or the whole of a foot commencing at the ankle.

“Loss” means loss by physical severance or total and irrecoverable Permanent loss of use.

“Partial Disablement” means disablement that prevents the Insured Person from substantially attending to the Insured Person’s Occupation as certified by a legally qualified medical practitioner.

“Permanent” means lasting in excess of 12 calendar months from the commencement of Total Disablement and at the end of that period being considered unlikely to improve and will continue for an indefinite period.

“Sickness” means illness and/or disease first contracted and commencing during the Period of Insurance that results, solely and directly and independently of any other cause, in Total Disablement, but does not mean illness and/or disease contracted and commencing during the first 28 days after the first effective date of this Policy Section.

“Sum Insured” means the maximum amount of Compensation that We will pay being either the Capital Sum Insured and/or the Weekly Benefit as the case may be, arising out of any one Injury by Accident or Sickness in respect of a Defined Event.

“Temporary” means not Permanent.

“Total Disablement” means disablement that entirely prevents the Insured Person from carrying out all the normal duties of the Insured Person’s Occupation, as certified by a legally qualified medical practitioner.

“Weekly Benefit” means the weekly amount shown in Your Schedule.

Defined Events

[A] Injury by Accident causing:

The Events:	The Compensation
1. Death	100.0%
2. Permanent Total Disablement	100.0%
3. Permanent and incurable paralysis of all Limbs	100.0%
4. Permanent total loss of sight of both eyes	100.0%
5. Permanent total loss of sight of one eye	100.0%
6. Permanent total loss of use of two Limbs	100.0%
7. Permanent total loss of use of one Limb	100.0%
8. Permanent and incurable major brain damage	100.0%
9. Permanent total loss of hearing in	
a. both ears	100.0%
b. one ear	25.0%
10. Permanent total loss of the lens of one or both eyes	60.0%
11. Permanent total loss of use of four fingers and thumb of either hand	75.0%
12. Permanent total loss of use of four fingers of either hand	50.0%
13. Permanent total loss of use of one thumb of either hand	
a. both joints	35.0%
b. one joint	20.0%
14. Permanent total loss of use of any finger of either hand	
a. three joints	12.5%
b. two joints	10.0%
c. one joint	7.5%
15. Permanent total loss of use of toes of either foot	
a. all – one foot	15.0%
b. great – both joints	7.5%
c. great – one joint	5.0%
d. other than great, each toe	2.5%
16. Permanent total loss of speech	75.0%
17. Fractured leg or patella with established non-union	10.0%

- | | | |
|---|-------|--|
| 18. Shortening of leg by at least 5 cm | 7.5% | a. We will not pay for more than one of these Defined Events at the same time; |
| 19. Permanent disfigurement from burns | | b. We will not make payment for longer in aggregate than the number of weeks of the Benefit Period for any one Injury by Accident or Sickness giving rise to a claim; and |
| a. to more than 50% of the surface area of the head and neck | 30.0% | c. the Compensation payable to You under Defined Events 21 or 23 will be limited to the Weekly Benefit or the Insured Person's Average Weekly Income, whichever is the lesser. If the Insured Person is entitled to receive benefits under any Workers' Compensation or similar legislation or other policy of insurance, then the Compensation payable for Defined Events 21, 22 or 23 will be reduced by the amount necessary to limit the total of all such payments and/or Compensation to the amount of the Insured Person's Average Weekly Income or Weekly Benefit shown in Your Schedule, whichever is the lesser. |
| b. to more than 50% of the surface area of the remainder of the body | 20.0% | |
| 20. Permanent and total loss of the use of some part of the body not described in Events 2-19. | | |
| An amount that We believe is appropriate for the Injury, taking account of the benefits We pay in Events 2-19 but no more than 100% | | |
| 21. Temporary Total Disablement | | |
| The Weekly Benefit shown in the Schedule or Average Weekly Income, whichever is the lesser. | | |
| 22. Temporary Partial Disablement | | |
| 25% of the compensation shown under Event 21. | | |

[B] Where cover for Sickness is stated in Your Schedule:

The Events:	The Compensation
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- | | |
|---|--|
| 23. Temporary Total Disablement | |
| The Weekly by Sickness Benefit shown in the Schedule or Average Weekly Income, whichever is the lesser. | |

How We will settle Your Personal Accident and Sickness claim

We will pay Compensation under this Section for the happening of a Defined Event to an Insured Person as follows:

1. For Defined Events 1 to 20, the Compensation percentage of the Capital Sum Insured shown against the Defined Events, provided that:
 - a. the aggregate total of all payments under Defined Events 1 to 20 inclusive will not exceed 100% of the Capital Sum Insured stated in the Schedule in any one Period of Insurance;
 - b. any Compensation paid or payable for Defined Events 1 to 20 will be reduced by any sum already paid for Defined Event 21 and/or 22 in respect of the same Injury;
 - c. if there is no Capital Sum Insured under this Section, no amount will be payable for these Defined Events.
2. For Defined Events 21 and 23, We will pay the Weekly Benefit shown in Your Schedule and for Defined Event 22, We will pay the percentage of the Weekly Benefit shown in Your Schedule, provided that:

3. After the occurrence of any one of Defined Events 2 to 8 and 9a. there will be no further liability under this Section in respect of the Insured Person for Injury by Accident sustained after that time.
4. If the Insured Person suffers a recurrence of an Injury or Sickness for which payment has been made under any of Defined Events 20, 21 or 22 the recurrence will be deemed to be a continuation of the original Benefit Period, provided:

if the Insured Person has performed their normal duties of the Insured Person's Occupation for at least six consecutive months between the commencement of the original Defined Event and the recurrence of the Defined Event this will not apply and will be considered to be a new Defined Event to which an Excess Period will apply.
5. No Compensation is payable under this Section unless the Defined Event occurs within 12 calendar months of the date of the Injury.

Excess Period

We will not pay Compensation for the Excess Period shown in Your Schedule for this Section.

Other benefits We will pay under this Section

The insurance provided by this Section also includes the following additional benefits:

1. Exposure

If because of an Injury covered under this Section the Insured Person is exposed to the elements and as a result

of such exposure suffers from a Defined Event for which Compensation is payable, Compensation will be payable for that Defined Event under the terms of this Section.

2. Disappearance

If an Insured Person is travelling in a conveyance that disappears, sinks or is wrecked and the body of the Insured Person has not been found within one year of that date, it will be presumed that the Insured Person suffered Injury by Accident causing Death at the time of such disappearance, sinking or wrecking, provided that the circumstances do not fall within any exclusion contained in this Section.

However, if the Insured Person is later found alive, You must repay any Compensation We paid to You.

3. Funeral expenses

If We agree to pay Compensation for - Defined Event [A]
1. Death - We will also pay to the estate of the Insured Person the costs reasonably and necessarily incurred for funeral or cremation expenses, including the costs of returning the remains of the Insured Person to their normal place of residence, to an amount not exceeding \$5,000 in total.

4. Hijack

We will pay Compensation in respect of the happening of a Defined Event to the Insured Person that occurs as a direct result of the unlawful seizure or wrongful exercise of control of a conveyance.

5. Rehabilitation

If the Insured Person suffers Total Disablement for a period in excess of 26 consecutive weeks as a result of Injury by Accident We will pay from the 27th week of such Total Disablement a rehabilitation benefit equal to 50% of the Compensation specified in respect of Defined Event 21 but only:

- a. if the Insured Person actively and fully participates in a rehabilitation program that is recognised and sponsored by any Federal or State Government or, if the program is not so recognised and sponsored, one that is first approved by Us in writing;
- b. if there is continuing entitlement to receive Compensation under Defined Event 21;
- c. for the remainder of the period of Total Disablement or 52 Weeks, whichever is the lesser; and
- d. if the Insured Person is not entitled to recover the costs of such rehabilitation by virtue of any government allowance, benefit or assistance, or any other form of insurance or Workers' Compensation.

Any such payment will be made to the approved rehabilitation centre.

6. Indexation of compensation

Where a Weekly Benefit is specified in Your Schedule in respect of Defined Events 21, 22 and 23, this Weekly Benefit will be increased during each period of such Temporary Partial Disablement or Temporary Total Disablement as the case may be at 3 monthly intervals from the date of the first payment, provided that the period of disablement is uninterrupted and has continued for a period in excess of 3 calendar months.

The increase will be the lesser of:

- a. 2%; or
- b. the percentage increase, if any, by which the index figure of the Australian Consumer Price Index last published by the Australian Bureau of Statistics exceeds the index figure published in the previous quarter.

If the Consumer Price Index movement is negative, there will be no increase to the Weekly Benefit.

Specific option available under this Section

The following optional benefit is operative when it is included as covered in Your Schedule:

Guaranteed Renewable

For the Guaranteed Period stated in the Schedule We guarantee:

- a. We will offer You the option to renew this Section in accordance with the cover provided in the Section and up to Sums Insured You selected at the commencement of the Guarantee Period.
- b. We will not increase Your premiums based on the number of claims We pay You, We will only increase Your premiums if:
 - i. there is an increase in Our premium rate for all people working in the same occupation as the Insured Person, or
 - ii. if the Insured Person's Occupation changes to one for which higher premiums apply, or
 - iii. there is an increase in government charges on disability policies.
- c. We will not apply any new restrictions because of:
 - i. the number of claims We pay You, or
 - ii. any change in the Insured Person's Occupation, unless the new occupation is unacceptable for all people working in the same occupation as the Insured Person, or
 - iii. there is a change in the Insured Person's health.

Any restrictions which applied at the start of the Guarantee Period will continue to apply during the whole Guarantee Period.

This option is not available after the expiry date of the Period of Insurance in which the Insured Person reaches the age of 58 years.

When We will not pay a claim under this Section

There are other exclusions in this Policy, which may apply. These are detailed under the heading "General exclusions applicable to all Sections of this Policy" on pages 9 to 11.

1. Age

We will not pay for Sickness sustained or suffered after the expiry date of the Period of Insurance in which the Insured Person reaches the age of 60 years.

We will not pay for Death or Injury sustained or suffered after the expiry date of the Period of Insurance in which the Insured Person reaches the age of 60 years unless We agree in writing, but in no case after age 65.

We will not pay for Death, Injury or Sickness.

2. AIDS or HIV

if the Insured Person's disability is directly or indirectly caused by acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV) or by any Sickness arising from or related to AIDS or HIV and/or any of their mutant derivatives or variations that was diagnosed before the beginning of the Period of Insurance.

3. Air travel

arising out of participation in any aerial flight or activity except where:

- a. the Insured Person is a passenger in an aircraft other than a balloon, helicopter or ultra light and/or any aircraft while crop dusting; and
- b. the aircraft is authorised to fly under legislation that relates to the safety of aircraft.

4. Diseases

arising directly or indirectly from sexually transmitted disease, drug related disease or disease acquired directly or indirectly from the administration of any drug, where the drug is not administered or supervised by a registered medical practitioner.

5. Existing Medical Condition

arising directly or indirectly from or in any way connected with any Existing Medical Condition the

Insured Person has. This restriction of cover will not apply to any Existing Medical Condition where We have agreed in writing to accept the additional risk and You have paid the required extra premium. If an Injury by Accident or Sickness is aggravated or affected by any Existing Medical Condition that the Insured Person suffered from before the Injury by Accident or Sickness occurred, the amount of any Compensation payable will be the amount that would have been payable if the extent of the Injury or Sickness had not been aggravated or affected by the Existing Medical Condition.

6. Alcohol and drugs

arising directly or indirectly from or in any way connected with the Insured Person being rendered less capable than usual of taking care of themselves due to intoxicating liquor, narcotics or drugs (other than a drug taken or administered by or following the advice of a duly qualified medical practitioner).

7. Mental condition

arising directly or indirectly from or in any way connected with the Insured Person being rendered less capable than usual of taking care of themselves due to mental unsoundness, including any psychological, psychiatric or stress disorder, other than from a condition which was not diagnosed before the beginning of the Period of Insurance.

8. Occupations/sports

arising directly or indirectly from or in any way connected with the Insured Person:

- a. engaging in or taking part in naval, military or air force service or operations;
- b. engaging in professional sports of any kind, driving or riding in any kind of race, any form of competitive organised football, diving when using breathing apparatus, rock fishing, parachute jumping or hang gliding;
- c. engaging in motor cycling, other than motor cycling at the Situation on Farming Business.

9. Pregnancy

arising directly or indirectly from or in any way connected with pregnancy, childbirth or any related complications.

10. Suicide/self injury

arising directly or indirectly from or in any way connected with the Insured Person's suicide or attempted suicide or intentional self injury.

Specific conditions of cover applicable to this Section

There are other conditions of cover in this Policy, which may apply. These are detailed under the heading “General conditions applicable to all Sections of this Policy” on pages 11 to 14.

The following conditions apply to this Section:

1. Change of occupation/change in health/other insurance

You must give Us immediate written notice:

- a. if there is a change in the Insured Person’s Occupation involving a greater risk of a claim being made. Cover will not continue unless We have agreed in writing and You have agreed to pay any additional premium We may require;
- b. of any accident, disability and/or sickness or like insurance held with any other insurer covering the Insured Person;
- c. if You become aware that the Insured Person has become affected by any disease or physical defect or infirmity or Sickness or Injury, You must advise Us about it, in writing, before the next renewal and each subsequent renewal of this Section following the Insured Person becoming so affected.

2. Physical examination

In the event of a claim being made under this Section, the Insured Person must undertake at Our expense such medical examination(s) as We may reasonably require.

We may arrange an autopsy or post mortem examination if thought necessary by Us provided that We are not precluded from doing so by law.

3. Medical treatment

On the occurrence of any Injury by Accident or Sickness the Insured Person must undertake and follow treatment from a legally qualified medical practitioner as soon as possible.

4. Cancellation

In the event that You have made a claim under a Defined Event and We have agreed to pay the Sum Insured for that Defined Event no return of premium will be due or payable.

Section Six – Land Transit

The cover

We will cover You for loss of or damage to Your Farm Goods and/or Livestock while in a Conveying Vehicle on land caused by one or more of the Defined Events listed below which occurs during the Period of Insurance.

Defined Events are:

- a. fire;
- b. Flood;
- c. lightning;
- d. earthquake;
- e. riots, strikes, civil commotion;
- f. collision and/or overturning of the Conveying Vehicle;
- g. Theft from a locked vehicle.

The maximum amount We will pay for a claim under this Section is:

- a. for Livestock, \$1,500 for any one animal; and
- b. for all other Farm Goods, the Sum Insured stated in Your Schedule.

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“**Conveying Vehicle**” means any road transport used to transport the Farm Goods and/or Livestock.

“**Farm Goods**” means farm produce, hay or grain, wool and farm machinery, plant and equipment of every description, but excluding household furniture or personal items.

“**Livestock**” means the same as defined in Section Two – Farm Property.

“**Loading**” means the action of moving the Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle from the ground or adjacent loading dock and is completed when the Farm Goods or Livestock have been positioned onto the Conveying Vehicle.

“**Unloading**” means the action of moving the Farm Goods or Livestock onto the loading ramp of the Conveying Vehicle and is completed once the Farm Goods or Livestock have been positioned on the ground or adjacent loading dock.

How We will settle Your Land

Transit claim

Farm Goods

At Our option, We will

- a. repair, replace or reinstate Your Farm Goods, or
- b. pay You the lesser of:
 - i. the reasonable cost of repairing or replacing Your Farm Goods, or
 - ii. the Sum Insured stated in Your Schedule for Farm Goods.

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions applicable to all Sections of this Policy”, “GST Notice” on page 14.

Livestock

At Our option, We will:

- a. pay You the market value of Livestock that was lost or stolen; or
- b. pay You the Sum Insured stated in Your Schedule for Livestock,

The amount We will pay for Livestock will not exceed \$1,500 for any animal.

Excess

The amount You must pay towards the cost of a claim under this Section of Your Policy is shown in Your Schedule as the Excess.

You must pay the first \$100 of any claim for loss or damage to Your Farm Goods and/or Livestock caused by:

- a. Theft; or
- b. one or more of the Defined Events during the Loading or Unloading of the Conveying Vehicle.

Other benefits We will pay under this Section

1. Costs of hiring replacement Goods

If We agree to pay a claim under this Section, We will also pay the reasonable and necessary costs You incur in hiring replacement goods for Your Farming Business.

The most We will pay during any one Period of Insurance is \$2,000.

2. Livestock

If We agree to pay a claim for Livestock under this Section, We will also pay:

- a. for the reasonable and necessary costs You incur in destroying the Livestock for humane reasons (other than costs stated in b. below);
- b. for the reasonable and necessary costs You incur in the disposal of any carcasses of Livestock or in the delivery of veterinary care or supplies for Livestock.

3. Loading and unloading

We will cover You for loss of or damage to Your Farm Goods and/or Livestock during the Loading and Unloading of the Conveying Vehicle.

When We will not pay a claim under this Section

There are other exclusions in this Policy which may apply. These are detailed under the heading “General exclusions applicable to all Sections of this Policy” on pages 9 to 11.

We will not pay Your claim if at the time of the Defined Event which results in the claim, the conveying vehicle was:

1. Unsafe vehicle

being used in an unsafe or unroadworthy condition.

We will not refuse Your claim if You can prove that the loss or damage was not caused or contributed to by the unsafe or unroadworthy condition of the vehicle.

2. Driver under the influence

being driven by You, or any other person:

- a. under the influence of any drug or intoxicating alcohol; or
- b. who, as a result of the accident, is convicted of driving under the influence of intoxicating liquor; or
- c. who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- d. who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police.

We will not refuse Your claim if You can satisfy Us You had no reason to suspect that the driver was affected by alcohol or any drug.

3. Not secure

not securely locked when left unattended.

4. Overloaded vehicle

being used to carry or tow a load greater than that for which Your vehicle was designed.

We will not refuse Your claim if You can prove that the loss, damage or liability was not caused or contributed to by the overloading.

5. Unlicensed driver

being driven by You, or any other person, who was not licensed to drive the vehicle.

We will not refuse Your claim if You can prove that You did not know that the driver was unlicensed.

We will not pay for:

6. Theft

loss or damage caused by Theft unless there is visible evidence of forcible entry to the conveying vehicle or the premises in which the vehicle is housed.

7. Household goods, household furniture or personal effects

loss or damage to household goods, household furniture or personal effects.

8. Farm Goods covered under another Section

any Farm Goods which are covered under any other section of the Policy for the relevant loss or damage.

9. Unexplained shortage or disappearance

any unexplained shortage or disappearance.

10. Goods carried for payment or reward

goods carried by You for payment or reward.

Making a claim under this Section

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading “Claims procedure” on pages 12 and 13.

Section Seven – Pleasure Craft

The cover

The following covers are provided under this Section:

- a. Cover for accidental damage to Your Craft; and
- b. Cover for death or injury to other people or damage to their property (legal liability).

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“**Australian Coastal Waters**” means all inland waters, harbours, estuaries and waters within 50 kilometres from the coast of Australia.

“**Constructive Total Loss**” means that:

- a. Your Craft is reasonably abandoned due to its total loss appearing to be unavoidable, or
- b. the cost of saving Your Craft from total loss would exceed the value for which it is insured.

“**Craft**” means the pleasure craft including its Hull, motor(s), Sails, Masts and Spars, Equipment and Accessories, dinghy and trailer, shown as covered on Your Schedule.

“**Equipment and Accessories**” means anchors, oars, paddles, boat and motor covers, detachable canopies, seat cushions, lifebuoys, life jackets, fire extinguishers, extra fuel containers, lights, storage batteries, horns, bilge pumps, cooking stoves, chairs, remote motor controls, steering equipment, extra propellers, equipment for towing water skiers, ship-to-shore radio equipment, depth sounders and such other property as would normally be sold with Your Craft.

“**Hull**” includes the rudder, tiller and any other steering gear, a dinghy used as a tender and any fuel tanks which are part of the hull.

“**Private Use**” means the use of Your Craft for social, domestic and pleasure purposes including voluntary sea rescue work, testing or demonstration purposes.

“**Sails, Masts and Spars**” include the Craft’s rigging.

“**Substitute Craft**” means a similar craft to Your Craft used for Your Private Use when Your Craft is not useable. The Substitute Craft must comply with all licensing and registration requirements of the maritime authority in Your State or Territory.

Cover for accidental loss or damage to Your Craft

We will cover You for loss (including Theft) or damage to Your Craft caused by an accident which occurs during the Period of Insurance, while Your Craft is ashore within Australia (including in transit by road and/or by rail) or while Your Craft is afloat on Australian Coastal Waters.

At Our option We will:

- a. repair, reinstate or replace Your Craft; or
- b. pay You the reasonable cost of repairing or replacing Your Craft; or
- c. pay You the Sum Insured shown in Your Schedule.

We will adjust Your claims payment in accordance with the GST provision noted under “General Conditions – applicable to all Sections of this Policy”, “GST Notice” on page 14.

Your Schedule will show the separate Sums Insured for the Craft's:

- a. Hull,
- b. motor(s),
- c. Sails, Masts and Spars,
- d. Equipment and Accessories, and
- e. trailer,
- f. dinghy.

Cover for death or injury to other people or damage to their property (legal liability)

We will cover Your legal liability to pay compensation for:

- a. accidental death of, or accidental bodily injury to, any person;
- b. accidental loss and/or damage to other people's property;
- c. the cost of the actual raising, removal or destruction of the wreck of Your Craft or any attempt to do so;
- d. any neglect or failure to remove or destroy the wreck of Your Craft;

caused by the use and/or ownership of Your Craft during the Period of Insurance.

We will also cover the legal liability of any person navigating, acting as an observer, using or in charge of Your Craft with Your permission, if that person complies with and is subject to the terms of this Section as though that person was You.

We will not cover the legal liability of any person navigating, acting as an observer, using or in charge of Your Craft with Your permission, if that person's legal liability arises out of them operating or being employed by an operator of a:

- a. marina, shipyard, repair yard or slipway, or
- b. yacht club, sales agency or similar organisation.

You are covered up to the Limit of Liability shown in Your Schedule.

We will not cover legal liability when:

- a. You are liable because of the terms of an agreement You have entered into (unless You would have been liable if the agreement did not exist);
- b. insurance for the liability is required to be taken out as a legal requirement;
- c. any claims are made against You under any statute or common law for death or bodily injury sustained by workmen or any other persons employed by You, or by any person covered under this Section, arising out of the use and/or ownership of Your Craft;
- d. the insured Craft is on a trailer attached to a motor vehicle;
- e. the insured Craft is towing persons engaged in water skiing or aquaplaning unless the Schedule shows that You have selected the option “Legal liability to and of water skiers” detailed on page 70;
- f. it arises from pollution or contamination or from anticipation of pollution or contamination occurring, by any substance whatsoever;
- g. You are covered for this liability under any other Section of this Policy.

No cover for legal liability after a total loss

On the date We confirm that We will pay Your claim for the total loss of Your Craft, all legal liability cover for that Craft will cease.

Other benefits We will pay under this Section

1. Substitute Craft

We will cover Your legal liability while using a Substitute Craft provided that:

- a. the Substitute Craft is not owned by You;
- b. Your own Craft is not used or useable during the period of substitution;
- c. the period of substitution does not exceed seven days at a time.

We will not cover:

- a. Your legal liability when We have already accepted a claim for the total loss of Your Craft; or
- b. accidental loss or damage to the Substitute Craft.

2. Legal costs

Provided We agree in writing, We will pay for all legal costs and expenses in defending any court proceedings which may arise from accidental loss, damage or liability covered under this Section. We will not pay for any legal costs and expenses relating to any criminal, maritime or traffic proceedings.

3. Costs incurred in attempting to avoid or minimize loss

We will pay for the reasonable costs of attempting to avoid or minimise loss or damage to Your Craft if the loss or damage would have been covered under this Section. We will pay up to the amount of the loss prevented or the total Sum Insured shown in Your Schedule, whichever is the lesser. Any such amount We pay will be in addition to any claim for total or constructive total loss.

4. Salvage charges

We will pay the reasonable costs which You become legally liable for in respect of salvage charges and the costs of preventing loss or damage to Your Craft which is covered under this Section. We will not pay more than the total Sum Insured for the Craft shown in Your Schedule for any one incident including these charges.

Any such amount We pay will be in addition to any claim for total or constructive loss.

5. General average

We will pay Your contribution for any general average and salvage charges less the Excess shown in Your Schedule if Your Craft is being transported by vehicular ferry within Australia.

6. Personal effects and clothing

We will pay for personal effects and clothing belonging to You, Your spouse or dependant children, if they are lost or damaged while on board Your Craft up to a maximum amount of \$250. Any such amount We pay will be in addition to the Sum Insured. The Excess shown in Your Schedule will apply if the only loss or damage being claimed is for personal effects or clothing.

7. Compensation for death

We will pay \$2,000 to Your dependants if You die as the result of an accident involving Your Craft when it is afloat. Any such amount We pay will be in addition to the Sum Insured. We will only pay if Your death occurs within 9 months of the accident.

Specific options available under this Section

1. Sailing Craft racing or trialing – lost or damaged Sails, Masts and Spars

When Your Schedule shows that You have this option, We will pay up to 75% of the cost of replacing or repairing lost or damaged Sails, Masts and Spars and rigging during periods when Your Craft is participating in an organised race.

The maximum amount We will pay under this option for any one incident is the Sum Insured shown in Your Schedule for Sails, Masts and Spars.

No Excess will apply to this option.

2. Legal liability to and of water skiers

When the Schedule shows that You have this option, We will extend Your legal liability cover to include You or any person using Your Craft with Your permission, or any person engaged in water skiing and/or aquaplaning activities while being towed by the Craft for:

- a. death of or bodily injury to a water skier being towed by Your Craft;
- b. death of or bodily injury to any person caused by a water skier who is being towed by Your Craft;
- c. damage to another person's property caused by a water skier who is being towed by Your Craft.

Cover will not be provided under this option unless a person is on board Your Craft competently observing the water skiing and/or aquaplaning activities in addition to the person in control of Your Craft at the time of any incident giving rise to a claim under this option.

When We will not pay a claim under this Section

There are other exclusions in this Policy, which may apply.

These are detailed under the heading "General exclusions applicable to all Sections of this Policy" on pages 9 to 11.

We will not pay Your claim if, at the time of any loss, damage or liability which results in a claim, Your Craft or a Substitute Craft, was:

1. Unlicensed driver

being towed, driven, or was in the control of, any person, including You, who was not licensed to drive or navigate the towing vehicle or Craft. We will not refuse Your claim if the driver was not named on the Schedule and You can prove that You did not know that the driver was unlicensed.

2. Driver under the influence

being towed, driven or navigated by any person, including You:

- a. whose faculties were impaired by any drug or intoxicating liquor;
- b. who, as a result of the accident, is convicted of being in charge of the Craft under the influence of intoxicating liquor; or
- c. who had a percentage of alcohol in their breath or blood in excess of the percentage permitted by law in the State or Territory where the accident occurred; or
- d. who refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by the police or any authorised maritime authority.

We will not refuse Your claim if You can satisfy Us You had no reason to suspect that the driver of the towing vehicle or the pleasure Craft was affected by alcohol or any drug.

3. Overloaded Craft

being used to:

- a. carry a greater number of passengers; or
- b. carry a load or tow a Craft or vessel of greater load; than that for which Your Craft was constructed.

We will not refuse Your claim if You can prove that the loss, damage or liability was not caused or contributed to by its greater load or number of passengers.

4. Unsafe Craft

being used in an unsafe, unroadworthy or unseaworthy condition.

We will not refuse Your claim if You can prove that the loss, damage or liability was not caused or contributed to by the unsafe, unroadworthy or unseaworthy condition of the Craft.

5. Hiring or chartering Your Craft

being let out on hire or on charter or was used for any purpose other than private pleasure purposes.

6. Racing, speed tests or trials

- a. a power Craft being used for racing, speed tests or trials;
- b. a sailing Craft being used for racing, speed tests or trials unless the Schedule shows that the Policy option 1. "Sailing Craft racing or trialing – lost or damaged Sails, Masts and Spars" on page 70 has been selected.

7. Speed

being driven faster than the Craft's designed speed or is capable of a speed in excess of 50 knots.

We will not pay for:

8. Vermin

any loss or damage to Your Craft which is caused by vermin.

9. Loss of use

any loss of use of Your Craft.

10. Depreciation

depreciation, wear and tear to Your Craft.

11. Breakdown

mechanical or electrical breakdowns, failures or breakages to Your Craft.

12. Trailer tyres

damage to the trailer tyres caused by application of the brakes or by road punctures, cuts or bursts.

13. Safeguarding Craft

loss, damage or Theft to or from Your Craft after an accident unless You have taken all reasonable steps to protect or safeguard it, including taking immediate action to clean, oil and dry all electrical equipment after any submersion.

14. Repairs and maintenance

loss or damage caused by repairing, adjusting, servicing or maintaining the Craft. If fire breaks out as a result of such repairing, adjusting, servicing or maintaining We will pay only for the loss and damage caused by the fire.

15. Damage caused by the ordinary action of the wind and waves

- a. sails and protective covers split by the wind or blown away when set unless:
 - i. the loss or damage is caused by the Craft being stranded, sunk by collision or by contact with any external substance other than Water,
 - ii. the loss or damage is the result of damage to the spars to which the sails are bent, or
 - iii. You have selected the Policy option "Sailing Craft racing or trialing – lost or damaged Sails, Masts and Spars" on page 70.
- b. loss or damage caused by the ordinary action of the wind and waves unless the loss or damage is caused by Your Craft being stranded, sunk, burnt by fire or in a collision with any external substance other than Water.

16. Miscellaneous equipment

loss or damage to moorings, fishing tackle, cameras or binoculars or any other items which are not shown in the list of Equipment and Accessories.

17. Family members

- a. death or bodily injury, except in those circumstances set out under "Compensation for death" on page 70; or
 - b. damage to the property;
- of You or any member of Your family who usually lives with You.

18. Partners

claims made against You by Your partners in ownership of the Craft.

19. Submersion of the Craft's motor(s)

loss or damage caused by the submersion of Your Craft's motor(s) unless You take action as soon as practicable to clean and oil it and to dry all electrical equipment. We will reimburse the reasonable cost of You doing this.

20. Renting a Craft

- a. any costs associated with the loan of a Craft; or
- b. the cost of renting a Craft.

Specific condition of cover applicable to this Section

There are other conditions of cover in this Policy, which may apply. These are detailed under the heading "General conditions applicable to all Sections of this Policy" on pages 11 to 14.

If You obtain another Craft or replace Your Craft

If You obtain another Craft either in addition to or as a replacement for, Your Craft, We will cover the additional or replacement Craft under the terms of this Policy from the date of purchase, provided You give Us full written details of the additional or replacement Craft within 14 days from the date of purchase and pay any extra premium required.

Cover for loss or damage of the additional or replacement Craft is limited to the value proposed for insurance or \$30,000, whichever is the lesser.

Making a claim under this Section

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading "Claims procedure" on pages 12 and 13.

1. Excess

You must pay an Excess of \$100 or 1% of the Total Sum Insured specified in Your Schedule, whichever is the greater, towards the cost of any claim under Your Policy with the exception of total loss or liability claims which will not be subject to any Excess.

2. Authorising repairs

You may authorise emergency repairs to prevent further damage to Your Craft. However, You cannot authorise further repairs to Your Craft without Our prior written consent.

Before We make a decision regarding Your claim and repairs to Your Craft, We may need to arrange for Your Craft to be inspected by a marine surveyor, who will be appointed by Us.

Section Eight – Machinery Breakdown

The cover

We will cover loss or damage to Your Property Insured caused by Breakdown which occurs during the Period of Insurance.

Definitions applicable to this Section

“**Breakdown**” means unforeseen and sudden physical loss or damage to the Property Insured from any cause not excluded which results in the Property Insured having to be repaired or replaced before it can be used again.

“**Property Insured**” means electrical machinery, mechanical machinery, boilers and pressure vessels including electronic and other integral parts of the insured machinery. We will not cover:

- a. refrigeration or display cabinet housing,
- b. vehicles,
- c. lawn maintenance equipment,
- d. portable hand held tools,
- e. motors and pumps covered under Section One – Home Property.

“**Specified Machinery**” means machinery shown in Your Schedule as Specified Machinery.

“**Blanket Machinery**” means all the machinery at the Situation other than Specified Machinery and machinery items excluded under the definition of Property Insured above up to the amount stated as the Limit Any One Loss Sum Insured stated in Your Schedule.

How We will settle Your Machinery Breakdown claim

We will at Our option pay:

- a. the reasonable costs of restoring the Property Insured to its former working order;
- b. the estimated cost that would have been incurred for necessary repairs to return the damaged Property Insured to its former state of serviceability; or
- c. where the Property Insured is less than 5 years of age, replace or pay for the replacement of the Property Insured;
- d. where the Property Insured is greater than 5 years of age, pay the actual value of the Property insured immediately before the Breakdown, taking into account reasonable wear, tear and depreciation.

We will also pay:

- a. the costs of dismantling and re-erecting necessary to complete the repairs;
- b. ordinary express or air freight costs to and from a repair shop within the Commonwealth of Australia; and
- c. charges for overtime and work on public holidays limited to a maximum 25% of the Sum Insured for the item.

If You complete the repairs in Your own workshop, We will pay the reasonable cost of materials and wages as well as a reasonable allowance to cover Your overheads.

Where components or manufacturers’ specifications are no longer available because Your Property Insured is obsolete, We will, at Our option pay:

- a. the cost which would have been incurred if the components or manufacturers’ specifications had still been available; or
- b. the actual value of the item immediately before the loss occurred, taking into account reasonable wear, tear and depreciation.

We will not pay more than the Sum Insured shown in Your Schedule for:

- a. each item of Specified Machinery,
- b. the limit any one loss for any item for Blanket Machinery, subject to the “Specific condition applicable to this Section 2. Under-insurance”, for any one event

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions applicable to all Sections of this Policy”, “GST Notice” on page 14.

Excess

Where the distance travelled by the repairer from their place of operation to the Situation is greater than 100 kilometres, the Excess applicable will be increased by the following amounts:

Repairer’s travelling distance (one way)	Excess
100km – 250km	\$150
250km – 500km	\$250
Over 500km	\$350

Other benefits We will pay under this Section

1. Hire of temporary equipment

We will pay for the hire of temporary replacement equipment pending repair of damage to Your Property

Insured for which a Breakdown claim has been accepted under this Section.

The maximum amount We will pay is the lesser of 10% of the Sum Insured or \$2,000.

2. Temporary repairs

We will pay the reasonable costs incurred in making temporary repairs to the Property Insured for which a Breakdown claim has been accepted under this Section.

The maximum amount We will pay is the lesser of 10% of the Sum Insured or \$2,000.

3. Deterioration of milk in refrigerated vats

Where Your Schedule shows that You have cover for dairy/milking plants, We will pay up to \$3,000 if any milk contained in refrigerated vats is lost or damaged due to Breakdown covered under this Section.

Specific option available under this Section

Your Schedule will show if the following option applies.

Deterioration of stock

We will cover You for deterioration of perishable stock which is Your own property or property for which You are legally liable, resulting from a change in temperature due to:

- a. a Breakdown in refrigeration machinery for which a Breakdown claim has been accepted under this Section;
- b. the accidental escape of refrigerant liquid or gas from refrigeration machinery covered under this Section or from pipes forming part of it;
- c. the operation or non-operation of fuses or overload devices protecting refrigeration machinery covered under this Section;
- d. accidental failure outside the Situation of the public power supply.

We will not pay for:

- a. damage caused by:
 - i. shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction,
 - ii. improper storage or stowage, collapse of packing material, deviations from designers' specifications or instructions;
- b. penalties for delay or detention;
- c. deterioration of stock contained in equipment which is not insured against Breakdown under this Section.

We will not pay more than the Sum Insured shown in Your Schedule for this option.

An Excess of \$250 or 10% of the loss, whichever is the greater, applies per claim.

When We will not pay a claim under this Section

There are other exclusions in this Policy, which may apply. These are detailed under the heading "General exclusions applicable to all Sections of this Policy" on pages 9 to 11.

We will not pay for:

1. loss or damage to the Property Insured directly or indirectly caused by or arising out of or in consequence of:
 - a. fire, extinguishing a fire, demolition following a fire, smoke, soot, subterranean fire, lightning,
 - b. earthquake, subterranean fire, volcanic eruption, Tsunami, land slip, subsidence,
 - c. Storm and Water, Flood, inundation,
 - d. chemical explosion,
 - e. Water discharged or leaking from any pipe or Water system,
 - f. impact of vehicles, aircraft, aerial devices, space debris, watercraft or hovercraft,
 - g. riot, strike, lockout, civil commotion,
 - h. Theft or attempted Theft, malicious acts, or
 - i. failure to fulfil all relevant provisions for installation and certification of the Property Insured or lack of maintenance;
2. loss of or damage to:
 - a. belts, ropes, wires, chains, rubber tyres,
 - b. dies or exchangeable tools, engraved cylinders,
 - c. objects made of glass or porcelain, ceramics,
 - d. refractory linings, felt sieves or fabrics,
 - e. jointings or packings (including lubrication, oil, fuel, catalysts or refrigerants) unless they are specifically mentioned as insured, or
 - f. computers and/or ancillary equipment including, but not limited to, electronic data processors, printers, modems, servers, disc drives, visual display units, telecommunication equipment or software;
3. any:
 - a. wasting or wearing away or wearing out of any part of Property Insured caused by or naturally resulting from ordinary use or working,

- b. gradual deterioration including erosion, rust, corrosion, boiler scale or oxidation (due to normal atmospheric conditions or otherwise),
 - c. damage due to pitting or scratching of painted or polished surfaces,
 - d. deterioration of expendable or consumable parts not specifically covered under this Section,
 - e. adjustment, cleaning or recharging of refrigeration or air conditioning equipment,
 - f. testing (involving imposition of abnormal conditions) intentional overloading or experiments of any kind, or
 - g. self propelled machinery, any vehicle or craft designed for use in or on Water or in the air including any accessories attached to them;
4. the cost of converting refrigeration and/or air conditioning units from the use of CFC (chlorofluorocarbon) refrigerant gas to any other type of refrigerant gas;
 5. any costs associated with submersible pumps or well casings unless specified on Your Schedule. For submersible or bore pumps listed on Your Schedule, We will not cover removal or reinstallation costs unless the bore or well is fully lined.
 6. the cost of any:
 - a. alterations, additions, improvements or overhauls, or
 - b. temporary repairs unless those temporary repairs form part of the final repairs and do not increase the final repair costs;
 7. loss or damage to Property Insured for which successful initial commissioning has not been completed;
 8. repairs or replacement of hired or loan plant unless the hired or loan plant is specified on Your Schedule;

Specific conditions applicable to this Section

There are other conditions of cover in this Policy, which may apply. These are detailed under the heading “General conditions applicable to all Sections of this Policy” on pages 11 to 14.

1. Inspection

Our representatives will have the right to inspect and examine the Property Insured at any reasonable time.

2. Under-insurance

Where the cover is for Blanket Machinery, the number of machine items declared either:

- a. in the Proposal; or
- b. in a subsequent written declaration to Us;

must be the actual total of the Property Insured items present at the Situation at the time of the declaration.

If at the time of the loss or damage it is found that the declared total number of Property Insured items is less than the total number present at the time of the declaration, the amount payable by Us will be reduced in proportion to the amount of the under declaration.

3. Obsolete Property Insured

Where components or manufacturers’ specifications are no longer available because Your Property Insured is obsolete, We will, at Our option pay:

- a. the cost which would have been incurred if the components or manufacturers’ specifications had still been available; or
- b. the actual value of the item immediately before the loss occurred.

Making a claim under this Section

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading “Claims procedure” on pages 12 and 13.

1. Once You have advised Us that You intend to make a claim You may commence necessary repairs to mitigate Your loss. You must keep any damaged or replaced parts for Our inspection.
2. We will not be liable to make any payment under this Section unless You have provided Us with all accounts, estimates, invoices, receipts and other documentation which We may reasonably require, showing that repairs have been effected or replacement has taken place, as the case may be.

Section Nine – Computer/Electronic Equipment Breakdown

The cover

We will cover You for loss or damage to Your Property Insured for loss or damage caused by Breakdown occurring during the Period of Insurance.

Definitions applicable to this Section

“Breakdown” means a sudden and unforeseen mechanical, electrical or electronic malfunction or failure of the Property Insured which becomes apparent at the time it occurs and requires immediate repair or replacement to enable normal operation to continue.

“Property Insured” means any computer(s) and/or electronic equipment specified in Your Schedule.

How We will settle Your Computer/ Electronic Equipment Breakdown claim

When the Property Insured is lost or damaged, We will settle Your claim in the following way.

1. Where an equivalent make and model or all parts necessary for repairs are obtainable from the manufacturer or their agents at listed prices and the Property Insured is:
 - a. damaged beyond repair, We will replace the Property Insured with new or equivalent makes and models;
 - b. damaged, but the damage is repairable, We will restore the damaged portion to a condition substantially the same as but not better or more extensive than its condition when new, provided that the work is carried out within a reasonable period.
2. Where an equivalent make and model or all parts necessary for repairs are not obtainable from the manufacturer or their agents at listed prices and the Property Insured is:
 - a. damaged beyond repair, We will replace the Property Insured with the nearest equivalent replacement based on the make, model and configuration of Your existing systems and programs;
 - b. damaged, but the damage would have been repairable had all parts necessary for repairs been obtainable from the manufacturers or their agents at listed prices, We will pay an

amount equal to the cost of repair had all the parts been obtainable from the manufacturer or their agents.

The maximum amount We will pay for any one claim under this Section including:

- a. the cost of dismantling, reassembly and removal of debris,
- b. charges for overtime and work on public holidays,
- c. freight within Australia including air freight by a scheduled service by any recognised airline:
 - i. is the Sum Insured for the damaged Property Insured; or
 - ii. for Property Insured:
 - which is less than five years old, the cost of replacing the items destroyed with items of similar type and capacity to the insured items when new; or
 - for items five years old or over the actual value of the item immediately before the damage,

whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions – applicable to all Sections of this Policy”, “GST Notice” on page 14.

Specific option available under this Section

Your Schedule will show if the following option applies.

Restoration of data

We will pay for the costs necessarily incurred in restoring data lost as a result of damage covered under this Section, to a condition equal to that which existed prior to the damage, including the cost of overtime.

We will not pay:

- a. for the cost of restoring data unless the data is backed up daily and all precautions existing or agreed to for its safeguarding and retention are maintained and observed at all times;
- b. for any loss or damage to records caused by access to Your Property Insured, computer systems or records by persons not authorised by You.

We will pay up to:

- a. the amount of the Sum Insured shown in the Schedule for this option, except in the circumstances detailed in sub-paragraph b.;

- b. the lesser of \$1,000 or the Sum Insured shown in the Schedule for this option, for any loss or damage to Your records, data or software caused by computer virus, being an executable program or computer code segment that is self-replicating, requires a host program or executable disc segment in which it can be contained, and which destroys or alters the host program or other computer code or data, causing undesired program or computer system operation.

When We will not pay a claim under this Section

There are other exclusions in this Policy, which may apply.

These are detailed under the heading “General exclusions – applicable to all Sections of this Policy” on pages 9 to 11.

We will not pay for:

1. damage to Property Insured outside the territorial limits of the Commonwealth of Australia.
2. damage caused by:
 - a. action of the sea, Tsunami, tidal wave or Flood;
 - b. Theft, other than Theft resulting from forcible entry evidenced by visible damage at the Situation;
 - c. faulty packing or storage or inherent defect;
 - d. wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws, normal upkeep or making good.
3. Damage caused to:
 - a. glass or items of a brittle nature;
 - b. mobile phones;
 - c. Property Insured in the open air caused by Storm, Rainwater or hail;
 - d. Property Insured should it be lost or damaged during use or recovery while in use underground, underwater or within inaccessible locations.
4. Breakdown caused by atmospheric moisture or temperature unless directly resulting from damage to or malfunction of air-conditioning equipment.
5. The cost of:
 - a. replacement of damaged, worn or spent batteries, belts, chains, tapes, ribbons, filters, fuses, electric heating elements or electrical contacts;

- b. replacement of component parts worn through normal use or operation, unless damaged because of loss or damage insured under this Section;
- c. preventative maintenance work;
- d. alterations, additions, improvements or overhauls whether carried out in the course of indemnifiable repairs or as a separate operation;
- e. temporary repairs unless such repairs constitute part of the final repairs and do not increase the total repair costs.

6. Breakdown occurring to Property Insured during any period when it is out of Your possession on hire, rental, lease or loan unless specifically listed as covered in Your Schedule.
7. Breakdown which is covered under a service or warranty agreement except where the amount paid under such an agreement is less than the total cost of repair. In this event We will, subject to any exclusion and Excess which may apply, indemnify You for the difference.
8. Breakdown due to access by persons not authorised by You to Your computer systems and records.
9. Loss or damage that is covered by another Section of this Policy.

Specific conditions of cover applicable to this Section

There are other conditions of cover in this Policy, which may apply. These are detailed under the heading “General conditions applicable to all Sections of this Policy” on pages 11 to 14.

All Property Insured shown in Your Schedule which is insured under this Section must be maintained and serviced in accordance with the manufacturer’s specifications. We will not be liable to pay any claim if You do not comply with this condition.

Making a claim under this Section

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading “Claims procedure” on pages 12 and 13.

Section Ten – Theft

The Cover

We will cover You for physical loss of or damage which occurs during the Period of Insurance to:

- a. Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain or Wool, only if these items are specified in Your Schedule under Section Two – Farm Property, as a result of Theft or attempted Theft at the Situation;
- b. Money.

unless We state otherwise under the heading “When We will not pay a claim under this Section”.

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“Farm Buildings”, “Farm Contents”, “Farm Machinery”, “Fencing”, “Hay or Grain”, “Wool” means the same as defined in Section Two – Farm Property.

“Money” means:

- a. currency, coins or bank notes and securities;
- b. negotiable and non negotiable instruments;
- c. valuable documents and business records;

which belong to You.

How We will settle Your Theft claim

Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain and Wool

At Our option, We will:

- a. repair, replace or reinstate Your Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain or Wool; or
- b. pay You the reasonable cost of repairing or replacing Your Farm Buildings, Farm Contents, Farm Machinery, Hay or Grain or Wool; or
- c. pay You the Sum Insured stated in Your Schedule for Farm Buildings, Farm Contents, Farm Machinery, Hay or Grain or Wool,

whichever is the lesser.

The amount We will pay for Farm Machinery will not exceed \$10,000 for any item.

Money

At Our option, We will:

- a. pay You the value of Money that was lost or stolen; or

- b. pay You the Sum Insured stated in Your Schedule for Money.

We may adjust Your claims payment in accordance with the GST provision noted under “General conditions – applicable to all Sections of this Policy”, “GST Notice” on page 14.

Other benefits We will pay under this Section

1. Temporary repairs

If damage to Your Farm Buildings is caused by Theft or attempted Theft following forcible entry, We will reimburse You for the cost of temporary repairs.

The maximum amount We will pay for this benefit is \$1,000 in addition to the Sum Insured.

2. Stolen keys

If, as a result of Theft or attempted Theft, the keys for any lock at the Situation are stolen or there are reasonable grounds to believe the keys have been duplicated, We will pay for:

- a. the replacement of the lock(s) operated by the keys, and
- b. the cost of opening safes/strongrooms as a result of the keys being stolen.

When We will not pay a claim under this Section

There are other exclusions in this Policy, which may apply.

These are detailed under the heading “General exclusions applicable to all Sections of this Policy” on pages 9 to 11.

We will not pay for loss or damage caused by Theft or attempted Theft:

- a. from any unattended motor vehicle;
- b. by You, any member of Your family or Your employees including contractors, sub-contractors or any other person while lawfully at the Situation;
- c. without tangible evidence or proof of loss;
- d. of Money that is not deposited at Your bank by the end of the next day of business after leaving the Situation;
- e. which is covered under another Section of Your Policy or which is insured elsewhere;
- f. of Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain or Wool where the Situation has been unattended for more than 60 days;

- g. not discovered within a reasonable time period;
- h. of Money that is covered under Section One – Home Property;
- i. personal effects of any kind;
- j. growing or standing crops, trees or shrubs or other growing vegetation;
- k. livestock;
- l. household items, domestic furniture, fixtures and fittings; or
- m. caravans, trailers, pleasure crafts, aircraft or any of their accessories, equipment and/or spare parts.

Making a claim under this Section

Full details of what You must do when making a claim and what happens after You make a claim are shown under the heading “Claims procedure” on pages 12 and 13.

Excess

You must pay an Excess of \$150 towards each claim under this Section of Your Policy for Farm Buildings, Farm Contents, Farm Machinery, Fencing, Hay or Grain, Wool and Money.

Section Eleven – Miscellaneous

Part A – Working Dogs

The cover

We will cover You for loss of or damage to Your Working Dog(s) caused by one or more of the Defined Events listed below that occurs during the Period of Insurance, unless We state differently under the heading “When We will not pay a claim under Part A of this Section”.

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“**Working Dog(s)**” means any dog specified in Your Schedule owned and used by You in connection with Your Farming Business.

“**Sickness**” means illness and/or disease which first manifests itself during the Period of Insurance resulting solely and directly and independently of any other cause whether of sudden or gradual development.

Defined Events applicable to this Section:

- a. death, following accident or Sickness;
- b. Theft;
- c. destruction or putting down of the Working Dog following veterinarian’s advice on humane grounds.

How We will settle Your Working Dogs claim

We will pay You:

- a. the market value of the Working Dog at the time of the loss; or
- b. the Sum Insured stated in Your Schedule;

whichever is the lesser.

We will adjust Your claims payment in accordance with the GST provision noted under “General conditions – applicable to all Sections of this Policy”, “GST Notice” on page 14.

When We will not pay a claim under Part A of this Section

There are other exclusions in this Policy, which may apply.

These are detailed under the heading “General exclusions – applicable to all Sections of this Policy” on pages 9 to 11.

This Section of Your Policy does not cover:

- a. loss or death caused by pregnancy;
- b. loss from bleeding paws as a result of overwork which leads to inability to work;
- c. any Working Dog which is less than three months old or more than six years old;
- d. loss or death caused by Flood; or
- e. Theft without tangible evidence of and/or proof of loss.

We will not cover You for loss or damage unless all Your Working Dogs are insured under this part of the Section.

Excess

You must pay an Excess of \$100 towards each claim under this part of the Section.

Part B – Frozen Embryos/Semen

The cover

We will cover Your Property Insured at the Situation against accidental loss or damage which occurs during the Period of Insurance, unless We state otherwise under the heading “When We will not pay a claim under Part B of this Section”.

Definitions applicable to this Section

Some of the words in this Section have special meanings wherever they appear. These words and their meanings are defined below.

“**Property Insured**” means semen, harvested embryos and the container in which they are stored which are shown in Your Schedule.

“**Incorrect Storage**” means the Property Insured being stored contrary to any veterinarian’s advice, or other instructions or directions on the correct procedure for storage.

How We will settle Your Frozen Embryos/Semen claim

The maximum amount We will pay for a claim under this part of the Section is the Sum Insured stated in Your Schedule.

We will not pay more than \$50 for any one straw or ampoule.

We may adjust Your claims payment in accordance with the GST provision noted under “General conditions – applicable to all Sections of this Policy”, “GST Notice” on page 14.

When We will not pay a claim under Part B of this Section

There are other exclusions in this Policy, which may apply.

These are detailed under the heading “General exclusions applicable to all Sections of this Policy” on pages 9 to 11.

We will not pay for loss or damage caused directly or indirectly by:

- a. lawful seizure of Your Property Insured;
- b. action of the sea, high water, tidal wave, Tsunami or Flood;
- c. contamination or pollution, dampness of atmosphere or other gradual variations in temperature, evaporation, disease, inherent vice or latent defect;
- d. unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from You;
- e. Theft without tangible evidence and/or proof of loss;
- f. Incorrect Storage of any Property Insured;
- g. loss of viability of any ampoule or straw during the handling of individual ampoules or straws;
- h. rise in temperature due to the failure to arrange adequate supplies of liquid nitrogen (including the failure of Your supplier to provide the liquid nitrogen when required).

We will not pay for any:

- i. legal liability; or
- j. loss of contract or depreciation in value of stock.

Excess

You must pay an Excess of \$100 towards each claim under this part of the Section.

Section Twelve – Tax Audit

The cover

We will insure You for the Professional Fees reasonably and necessarily incurred within the Commonwealth of Australia in connection with an Audit which commences during the Period of Insurance.

We will not pay You more than the amount shown in Your Schedule during any one Period of Insurance.

Definitions applicable to this Section

“**Audit**” means the investigation of Your Farming Business, financial or tax affairs by:

- a. the Australian Tax Office (ATO) following the lodgement of Your tax returns; or
- b. the responsible Commonwealth, State or Territory Department, Body or Agency following lodgement of Your returns and the making of an assessment (including a self-assessed liability) or relevant document in regard to Your obligation to pay an amount under the Commonwealth, State or Territory legislation, in relation to:
 - i. income tax;
 - ii. fringe benefits tax;
 - iii. capital gains tax;
 - iv. wholesale and sales tax;
 - v. payroll tax;
 - vi. goods & services tax; or
 - vii. Superannuation contributions tax.

For the purpose of this Section, the Audit commences at the time You first receive notice that the Auditor proposes to conduct an Audit, and is completed when:

- a. the Auditor has given written notice to You to that effect;
- b. the Auditor notifies You that it has made findings in connection to an Audit and notified You of those findings and/or the actions the Auditor proposes to take in connection with those findings, or
- c. when the Auditor has issued an assessment or amended assessment as to Your liability to pay an amount under any relevant legislation.

“**Auditor**” is an officer authorised under Commonwealth, State or Territory legislation to conduct Audits of taxation or financial affairs.

“**Professional Fees**” means:

- a. fees paid to registered tax agents, financial advisers, company auditors, accountants and solicitors who are not Your employees, for the preparation of evidence to be submitted to the Auditor;
- b. fees charged to You for preparation of evidence by Your financial service providers;
- c. overtime paid by You to Your employees to prepare for or represent You in an Audit;
- d. travelling and accommodation expenses incurred by You or your employees in order to attend an Audit.

Excess

You will bear as an uninsured contribution, 10% of all Professional Fees incurred with a minimum contribution of \$500 in respect of each and every claim under this Section. All payments of Professional Fees made by Us in settlement of a claim under this Section will be exclusive of Your contribution directly to the supplier(s) of the service for which Professional Fees are payable.

When We will not pay a claim under this Section

We will not pay:

1. for any legal liability, court costs, fines, penalties, tax, penalty tax or interest;
2. in relation to routine enquiries or enquiries from an Auditor which are not identified as being either preliminary to or relating to an Audit being conducted by an Auditor;
3. for Professional Fees incurred:
 - a. after the Audit has been completed,
 - b. due to Your improper, unwarranted or unjustified refusal or failure to comply with any lawful request for the production of documents or the supply of information. Refusal or failure to comply will not be deemed to be improper, unwarranted or unjustified if You refuse or fail to comply upon the written advice of Your accountant or solicitor,
 - c. from Audits under customs legislation,
 - d. from Audits which You were notified of or knew of prior to the Period of Insurance,
 - e. from Audits of income received or earned, or where the source of income is, outside the Commonwealth of Australia or where the service giving rise to the claim are performed by people or entities outside the Commonwealth of Australia,

- f. from any fraudulent act or omission committed by You or on Your behalf or by Your employee(s),
 - g. which are ordinarily associated with the maintenance and upkeep of Your Farming business accounts, returns, taxation and financial records and the preparation prior to lodgement of Your accounts, returns, taxation and financial records as required by any relevant legislation,
 - h. incurred more than twelve (12) months after the commencement of the Audit, unless You can show that completion of the Audit, unless You can show that completion of the Audit has been delayed as a result of the conduct of the Auditor;
4. if the return in relation to which the Audit is proposed to be conducted was not reviewed by an accountant prior to dispatch;
 5. if You have not maintained all records that You are required to maintain or should or would maintain in the ordinary course of Your Farming Business
- b. send Us copies of all correspondence in relation to our claim within five (5) working days of receiving them;
 - c. instruct Your accountants and solicitors to provide Us with all relevant documents and information in relation to Your claim; and
 - d. permit Us, when necessary, to instruct Your accountants and solicitors in matters relating to Your claim and for the cost of these instructions to form part of Your claim. This does not mean We will take over or represent You in the Audit or investigation.

We or Our duly appointed agent may conduct Our own investigation to any matter which is or may be the subject of a claim under this Policy.

Specific conditions applicable to this Section

If You do not meet the following conditions, We may reduce or refuse to pay a claim.

1. Errors

If You or any person acting on Your behalf becomes aware of any error in any return of income or other documents supplied to a Commonwealth, State or Territory Commissioner of Taxation, You must notify the Commissioner of Taxation without delay.

2. Tax returns

You must submit all returns and documents within the time limits prescribed by all relevant statutes or regulations or within any extensions of time as lawfully granted by a Commissioner of Taxation.

3. Income disclosure

You must make full and complete disclosure of all income (including capital gains), turnover and expenses required by any tax legislation. If the final assessment of Your taxable income for the period being audited is more than 20% higher than the taxable income which You originally declare, We will not pay any of Your claim.

4. Claims

If You have a claim under this Section You agree to:

- a. keep Us fully informed of all material matters in relation to Your claims;

Section Thirteen – General Property

The cover

We will cover You for accidental damage to Your Insured Property caused by any sudden, unexpected or unforeseen occurrence which occurs during the Period of Insurance.

Definitions applicable to this Section

“Property Insured” means property shown in Your Schedule which belongs to You and is not otherwise excluded.

How We will settle Your General Property claim

All insured damage that can be repaired must be repaired.

1. Where damage to Property Insured can be repaired We will pay the reasonable costs of restoring the Property Insured to its former working order.

If You complete the repairs in Your own workshop, We will pay the reasonable cost of materials and wages as well as a reasonable allowance to cover Your overheads.
2. Where a damaged item is not repaired:
 - a. for items that could not be repaired, their replacement with similar items in a condition equal to, but not better or more extensive than the condition of the original items when new; or
 - b. for items that could be repaired but have been replaced, the estimated cost that would have been incurred for necessary repairs to return the damaged items to their former state of serviceability.

We will not pay more than the Sum Insured shown for each item in Your Schedule for any one event.

Excess

You must pay an Excess of \$250 towards any claim arising out of one event, or the amount shown in Your Schedule as the Excess for this Section, whichever is the greater.

When We will not pay a claim under this Section

We will not pay for:

1. damage to Property Insured outside the Commonwealth of Australia;
2. damage caused by or arising directly or indirectly out of or in any way connected with:
 - a. spontaneous combustion, heating or any process involving the direct application of heat, provided that this specific exclusion will be limited to the item(s) immediately affected and will not extend to other Property insured damaged as a result of the spontaneous combustion;
 - b. fermentation, deterioration and putrefaction of refrigerated goods;
 - c. action of the sea, tidal wave, Tsunami or Flood;
 - d. theft other than theft resulting from forcible and violent entry evidenced by visible damage to:
 - i. the securely locked portion of any building,
 - ii. the securely locked vehicle containing the Property Insured, or
 - iii. a locked container secured to a vehicle.
 - e. Theft in the open air;
 - f. fraud or dishonest acts, embezzlement, forgery, erasure, counterfeiting and fraudulent misappropriation by electronic means or otherwise;
 - g.
 - i. unexplained inventory shortage or disappearances;
 - ii. shortage in the supply or delivery of materials to or from You;
 - h. loss or damage as a result of trickery;
 - i. loading or unloading, delivery or dispatch;
 - j. demolition, where the cost of demolition is greater than \$10,000;
 - k. adjusting, testing or servicing operations;
 - l. welding, grinding, cutting, drilling, shaping or the application of tools to the Property Insured;
 - m. mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature controlling equipment;
 - n. moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness, light, variations in or extremes of latent defect, change in flavour, texture or finish, or smut or smoke from industrial operations;

- o. wear and tear, fading, scratching or marring, chipping or denting, gradual deterioration, developing flaws, normal upkeep or making good;
 - p. the failure of Water, gas, electric or fuel supply;
 - q. recovery or repossession of the Property Insured for any reason;
 - r. data processing or media failure or breakdown, or malfunction of a processing system, including operator error or omission, or computer virus; or
 - s. any process of cleaning, dyeing, repairing or restoring.
3. damage to:
- a. motor vehicles, caravans, trailers, motorcycles, watercraft, aircraft or aerial devices or the accessories to any of these;
 - b. Property Insured in the course of construction, erection, renovation or demolition;
 - c.
 - i. Money,
 - ii. glass or items of a brittle nature,
 - iii. jewellery, furs, bullion, precious metals or precious stones,
 - iv. curios or works of art,
 - v. mobile phones, photographic equipment, computer equipment unless specified in Your Schedule,
 - vi. any guns, sporting equipment or musical instruments while they are in use.
 - d. Property Insured in the open air caused by wind, Rainwater or hail unless the property is designed to function without the protection of walls or a roof;
 - e. Property Insured should it be lost or damaged during use or recovery whilst in use underground, underwater or within inaccessible locations;
 - f. livestock, animals, birds or fish;
 - g. standing timber, growing crops, plants, shrubs and pastures;
 - h. land;
 - i. semen and harvested embryos.

For all enquiries please call Allianz on 13 1000 or talk to your broker

allianz.com.au

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