

countrypak

insurance product disclosure statement and policy



Insurer



Endorsed by

Farm Risk Radar (an exclusive Risk Management Tool) is available for CGU Countrypak policy holders.

Farm Risk Radar for Farm Safety

If you are involved in agribusiness as a farmer, grazier, horticulturalist or viticulturalist, knowing the hazards on a farm is critical in preventing serious injuries or death.

Farming presents unique hazards compounded by geographic isolation, blurred lines between the worksite and home, and the pressure of farming under constantly changing conditions. If an injury occurs, access to medical care may be difficult due to remoteness.

Living and working on the farm may sound like a healthy existence, but in reality farming is one of Australia's most dangerous working environments accounting for about 300 fatalities each year. Many of these fatalities include the property owner, in addition to employees, family members, and tragically, in some instances children.

To help keep our customers and their families safe, CGU has developed the **Farm Risk Radar** for Farm Safety, helping farmers to identify the main areas where people may be injured and how those injuries can be prevented. Farm Risk Radar is also aligned with legislation to enable compliance with Occupational Health & Safety Regulations.

Key Benefits of Farm Risk Radar:

1. Assists you in avoiding loss of life or a serious injury to you, your family, visitors and/or employees.
2. Provides you with tools to effectively identify, reduce and manage your health, safety and environmental obligations by enabling you to assess your own performance against key safety and environmental criteria;

3. Will assist in compliance with Occupational Health & Safety Regulations including Australian Standard AS4801:Occupational Health and Safety Management Systems and Workcover/Workplace Standards requirements, which will avoid fines, specific to your farming activity; and
4. Will assist in ensuring that your current insurance program adequately protects your property, increased costs arising from a loss and covers you against potential liabilities.

Basically, **Farm Risk Radar** brings legislative requirements, information and resources relating to farms together in one easy-to-use program and provides farmers with solutions to improve problem areas on their farm. Where required, the program generates an action plan, including printable resources and suggested workplace practice changes, to help the farmer improve performance.

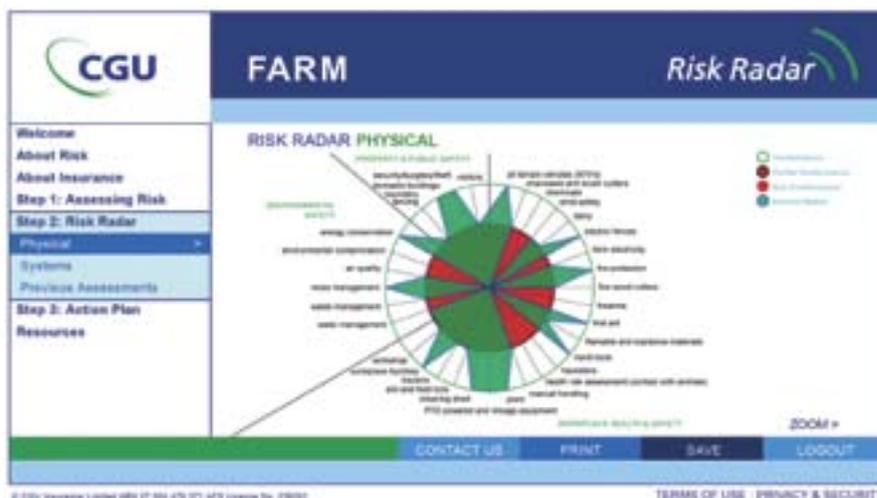
When your farm is insured with CGU Countrypak Insurance through your insurance advisor, you will be eligible to access **Farm Risk Radar**. A fee may be required for the use of this tool.

How do farmers insured with CGU access Farm Risk Radar?

Your insurance adviser will assist with initial registration and access instructions. Farm Risk Radar is accessed over the internet using your unique authorised password confirmed by your insurance adviser.

What ongoing support do you receive?

Farmers will have access to a dedicated 1300 phone number linking into safety experts at CGU Safety & Risk Services, for ongoing support in meeting compliance standards.



This is an online tool only accessible through an Internet website

Countrypak Insurance Product Disclosure Statement

This booklet is important

Preparation date: 1 June, 2008.

This Product Disclosure Statement (PDS) contains two parts:

- ◆ Important information – contains general information about your Countrypak Insurance policy; and
- ◆ The Countrypak Insurance Policy – contains terms and conditions of your Countrypak Insurance policy.

To assist you to locate specific terms in this PDS, a table of contents is provided starting on page 3.

Please read this PDS before applying for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

The information in this PDS was current the date of preparation. CGU may update some of the information in the PDS from time to time without needing to notify you.

You can obtain a copy of any updated information by calling 13 15 32 or visiting www.cgu.com.au

We will give you a free paper copy of any updates if you request them. If it becomes necessary, we will issue a supplementary or replacement PDS.

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Important information

The purpose of this PDS

The PDS has been prepared to assist you in understanding your Countrypak Insurance policy and making an informed choice about your insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the policy. The policy terms and conditions are set out in this PDS under the heading 'Countrypak Insurance Policy' commencing on page 10.

Who is the insurer

CGU Insurance Limited is the insurer of all cover under the policy except for the Workers' Compensation insurance in Section 1 - Domestic Buildings and Domestic Contents. Our Australian Business Number is 27 004 478 371. Our Australian Financial Services Licence Number is 238291.

If your situation is in Western Australia, Tasmania, or Northern Territory, the insurer providing the Domestic Workers' Compensation insurance in Section 1 - Domestic Buildings and Domestic Contents is Insurance Australia Limited trading as CGU Workers Compensation ABN 11 000 016 722.

In this booklet the insurer is called 'we', 'us' or 'our'.

How to contact us

You may contact us by any of the following ways:

- ◆ In person at any CGU Insurance office.
- ◆ By telephone on:

ACT (02) 6248 6088	NSW (02) 4935 7100
NT (08) 8981 2384	QLD (07) 3135 1900
SA (08) 8405 6300	TAS (03) 6345 3500
VIC (03) 5329 4100	WA (08) 9278 1333
- ◆ By writing to us at CGU Insurance, GPO Box 9902 in your capital city.
- ◆ By email on our website www.cgu.com.au

Your cooling-off period

We will refund all premium paid for cover under your policy if you request cancellation within 21 days of its commencement. To do this, you must advise us in writing. You will not receive a refund if you have made a claim under your policy.

How to apply for insurance

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

How to make a claim

Please contact your nearest CGU Insurance office when something happens that you believe you can claim for.

Details about making a claim are shown in the insurance policy terms and conditions under 'What you must do when you make a claim' on page 13, 'What you must NOT do when you make a claim' on page 14 'You give us your rights to claim from anyone else' on page 14.

Calculating your premium

The premium payable by you for this insurance will be shown on your schedule.

The key factors that influence the premium calculation are reflected in the questions asked, and information sought, at the time of your enquiry or application for insurance.

For Domestic Buildings and Domestic Contents insurance, these factors include the location, construction, condition, and age, of the property being insured.

For Personal Income insurance, these factors include the age, current health and previous history of illness and injury of the person covered for accident, or accident and illness.

For all covers we will also take into account your previous insurance and claims history

Premiums are subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty.

The amount of these taxes and/or charges will be shown on your schedule.

How we handle your personal information

We are committed to handling your personal information in accordance with the Privacy Act.

We need to collect, use and disclose your personal information in order to consider your application and to provide the cover you have chosen.

You can choose not to give us some or all of your personal information, but this may affect our ability to provide you with cover.

When you provide your personal information to us

You acknowledge and consent to us collecting and using your information to:

- ◆ consider your insurance application and any subsequent application for insurance,
- ◆ underwrite and price any policy issued by us or our related entities,
- ◆ calculate and offer discounts,
- ◆ issue you with a policy,
- ◆ administer the policy, and

- ◆ investigate, assess and pay any claim made by or against you.

For these purposes, you acknowledge and consent to us collecting your personal information from, and disclosing it on a confidential basis to, your intermediary* or the third party who you have been dealing with in respect to this insurance policy and who referred you to us, other insurers, our related entities, insurance reference bureaus, law enforcement agencies, investigators and recovery agents, lawyers, any credit provider that has security over your property, assessors, repairers, suppliers retained by us to supply goods and services, advisers and/or the agent of any of these.

When you provide your personal information to us about another person

You must be authorised to do so, and you must inform that person, unless informing them would pose a serious threat to the life or health of any individual:

- ◆ who we are,
- ◆ how we use and disclose their information, and
- ◆ that they can gain access to that information.

Privacy of your personal information – for marketing purposes

In order to enhance its relationship with you, your intermediary may use your personal information that you have provided to us to offer you other products and services, which may be of benefit to you.

When you provide your personal information to us – for marketing purposes

You acknowledge and consent to your personal information being used on a confidential basis by us or your intermediary to contact you by mail, phone or email to provide you information on offers, products and services or for planning, market research and product development. In using your personal information for these marketing purposes, we and your intermediary may use and disclose your personal information to offer you our or your intermediary's product and services directly, or to any other organisation to carry out the above marketing purposes on our or your intermediary's behalf.

However:

- ◆ CGU Insurance Ltd (CGU Insurance) and your intermediary will not use your information in this way if you have already told CGU Insurance or your intermediary not to.
- ◆ you must inform CGU Insurance or your intermediary if you do not want your personal information disclosed or used for these marketing purposes.

* The intermediary is a company or individual through which you purchased this insurance.

Our Triple Guarantee

Our guarantee assures you of quality insurance and service at all times.

Fair Dealing Guarantee

We will meet any claims covered by your policy fairly and promptly.

Money Back Guarantee

If you change your mind, we provide a cooling-off period which lets you cancel your policy within 21 days with a full refund of your premium.

However, your cooling-off period no longer applies if you make a claim within this time.

Service Guarantee

We will provide you with the highest standard of service.

The General Insurance Code of Practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- ◆ to promote better, more-informed relations between insurers and their customers,
- ◆ to improve consumer confidence in the general insurance industry,
- ◆ to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers, and
- ◆ to commit insurers and the professionals they rely upon to higher standards of customer service.

Our commitment to you

We have adopted and support the Code and are committed to complying with it. Please contact us if you would like more information about the Code.

How to resolve a complaint or dispute

1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff.

If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 days. If this timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes.

If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

2. Seek a review

If the matter is still not resolved, the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If this timeframe is impractical, we will discuss with you alternative timeframes. If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about option(s) available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS) You will not be able to have your dispute resolved by the FOS if your dispute does not fall within the scope of the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

Your duty of disclosure

When you take out, renew, or change or vary a policy, or when you make a claim, you have a duty to answer our questions truthfully and provide us with any information that could affect our decision to insure you, or the terms of your policy. This is called your 'duty of disclosure'.

What you must do when you apply to take out this policy

When applying to take out insurance, we will ask you certain questions. When answering these questions you must be honest, and you have a duty under the Insurance Contracts Act 1984 to tell us anything:

- ◆ known to you, and
- ◆ which a reasonable person in the circumstances, would include in answer to any question.

We will use your answers to help us decide whether to insure you and anyone else under this policy, and on what terms.

Who you are answering the questions for

It is important that you understand you are answering the questions in this way on behalf of yourself and anyone else that you want to be covered by the policy.

If you do not answer our questions in this way

If you do not answer our questions in the way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never being in place.

Renewal, variation, reinstatement or extension of your policy

When your policy is renewed, varied, reinstated or extended, you have a duty, under the Insurance Contracts Act 1984, to tell us anything that you:

- ◆ know, or
- ◆ could reasonably be expected to know is relevant to our decision whether to accept the risk of insurance and on what terms.

Your duty does not require the disclosure of anything that:

- ◆ diminishes the risk to be undertaken by us,
- ◆ is of common knowledge,
- ◆ we know, or in the ordinary course of business, ought to know, or
- ◆ is a matter that we indicate your duty has been waived by us.

If you do not comply with your duty of disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the policy in respect of a claim, or we may cancel the policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Intermediary remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

Countrypak Insurance Policy

Your policy

Your policy is a contract of insurance between you and us.

Your policy includes information on the following:

- ◆ When you are insured
- ◆ Who is insured under your policy
- ◆ What you are covered for
- ◆ What your policy does not cover
- ◆ Excesses that may apply
- ◆ How we pay claims

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out as described in this policy.

Our agreement with you is made up of your application, your current schedule and this policy, as well as any endorsements we send to you.

Together, they make up your insurance contract with us. Read them carefully and store them together in a safe place.

We recommend that you keep receipts for major items you purchase.

When you are insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the schedule we will send you.

The insurance applies for the period for which you have paid us (or agreed to pay us) the premium. You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

You can also pay your premium by instalments direct from a financial institution account or from your credit card. You cannot make a claim under this policy if you owed us more than one month's premium at the time when the event you want to claim for occurred.

If you pay your premium by instalments and you are more than one month behind, we can cancel your policy without notice.

If you have a total loss, we shall deduct the instalments for the remaining period of insurance from the amount we pay you.

This insurance will not apply to your property insured under any section of this policy, for a period of 48 hours from the time of the commencement of your insurance, for damage or loss caused by:

- ◆ bush fire or grass fire; or
- ◆ a named cyclone,

unless:

- ◆ risk passed to you as purchaser of your home immediately before you took out this policy, or
- ◆ you signed a lease contract for your home immediately before you took out this policy, or
- ◆ your policy commenced immediately after another policy covering the same risk expired, without a break in cover.

Who is insured under this policy

The person, partnership or company whose name is set out on your schedule is insured.

The following people are also insured, as long as they normally live with you:

- ◆ That person's partner.
- ◆ That person's unmarried children.
- ◆ That person's partner's unmarried children.
- ◆ That person's parents.
- ◆ That person's partner's parents.

Words that have a special meaning in this policy

In this policy there are words that have a special meaning. These words that apply to all of the policy are listed below.

The meaning of other words that apply to specific sections of the policy are shown in the relevant section under the heading 'Words that have a special meaning in this section'.

Business means farming, grazing, cropping, harvesting, or other like primary producing activities or other activities declared to us in writing and accepted by us and shown on the schedule.

Excess An 'excess' is your contribution towards the cost of a claim. We will tell you if you need to pay an excess when you make a claim. The amount of your excess is shown on your schedule.

The earthquake and malicious damage excesses are shown in this policy. The excess relating to Section 9 – Personal Income is a period of time excess and is shown by the number of weeks on your schedule.

If there is more than one excess for any claim or series of claims resulting from one occurrence, all those excesses will not be added together. Only the single highest excess will apply under each section, claim or series of claims resulting from the one occurrence

Flood is when water from a river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified), overflows onto normally dry land. Water that escapes from an irrigation canal is not flood.

We also regard any rainwater on your property

- that cannot run off into a river, creek, lake, swamp, watercourse, reservoir, dam or navigable canal (whether they are in their original state or have been modified) because it is overflowing in flood, and/or
- that mixes with the floodwater coming from the River, creek, lake, swamp, watercourse, reservoir, dam, or navigable canal (whether they are in their original state or have been modified)' As water coming from a flood.

Schedule is the most current document we give you which sets out the details of your insurance cover. You receive a schedule when you first take out your insurance and again when the policy is renewed or changed.

Situation is the place where the property insured is located. We will show this place on all the schedules we give you.

When your insurance cover does NOT apply

- ◆ Your insurance for all domestic buildings, domestic contents, landlords residential building and contents and farm property shown on your schedule, will not apply if no one is living at the situation and it is unattended for a continuous period of more than 90 days.
- ◆ If no one is going to be living at the situation and it will be unattended for a continuous period of more than 90 days, you can ask us to provide you this cover. If we agree, we will advise you in writing.
- ◆ Section 9 – Personal Income only covers death by an accident. There is no cover for death from illness or disease. We will not pay claims for hernia unless you have selected illness cover and this is shown on your schedule.

What all sections of this policy do NOT cover

Any cover we provide is subject to the following exclusions.

We will NOT pay claims arising from the following:

- ◆ War or warlike activity. War does not have to be declared. We do not provide cover for theft following this.
- ◆ Contamination by chemical and/or biological agents, which results from an act of terrorism.
Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.
- ◆ Hostilities, rebellion, insurrection or revolution. We do not provide cover for theft following these events.
- ◆ Lawful destruction or confiscation of your property.
- ◆ Anything nuclear or radioactive.
- ◆ Loss caused to a heating element.
- ◆ Loss to property caused by any process necessarily involving the application of heat.
- ◆ Erosion.
- ◆ Mildew, mould, fungi or climatic conditions.
- ◆ Damage, loss or injury that you or anyone acting for you deliberately caused.
- ◆ Flood, storm surge, the action of the sea, tidal wave or high water. This exclusion is not applicable to Sections 7, 9, and 10 of this policy.
- ◆ Landslide or subsidence except as detailed on pages 18, 28 and 29.
- ◆ Loss, damage or liability that does not occur within the period of insurance.
- ◆ Consequential loss of any kind. This exclusion does not apply to Section 6 – Business Interruption.
- ◆ Any date recognition failure.
 - For Sections 1a and 1b, the company will not pay claims arising from the failure or inability of any item, equipment or computer software to recognise correctly, to interpret correctly or process correctly any date, or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date. We will pay for any resultant loss or damage that is covered by this policy, other than resultant loss or damage to any frozen food, computer equipment or computer software.

- For Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, there is no insurance under this policy in respect of any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with the failure or inability of any:
 - electronic circuit, microchip, integrated circuit, microprocessor, embedded system, BIOS or other instruction set, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or any
 - media or systems used in connection with any of the foregoing, whether the property of the Insured or not, at any time to achieve fully and successfully any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including, but without being limited to, any failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:
 - anything referred to in (a) or (b) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
 - the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) or (b) above.
- Exception to Date Recognition Special Exclusion. This special exclusion will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which is solely and directly caused by a Defined Contingency (as defined hereunder), arising under any of the sections listed hereunder, but only to the extent that such claim would otherwise be insured under those sections.
 - Section 2 – Farm Property
 - Section 3 – Farm Machinery
 - Section 5 – Hay, Fencing, Livestock and Farm Trees
 - Section 6 – Business Interruption
 - Section 10 – Road Transit

This special exclusion does not apply in respect of any of the following sections, if provided by this policy

- Section 4 – Theft
- Section 9 – Personal Income
- For the purposes of this special exclusion only, 'Defined Contingency' shall mean fire, lightning, explosion (other than loss or destruction of or damage to boilers and pressure vessels), aircraft and other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbance, malicious persons, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, impact by any road vehicle or animal, or theft (other than theft by employees).

See also 'When we will NOT pay' in Section 1 - Domestic Buildings and Domestic Contents on pages 25 and 26, Section 3 - Farm Machinery and Working Dogs on pages 33 and 34, Section 4 - Theft on page 36, Section 7 - Business Liability on pages 45 to 47, Section 8 - Machinery Breakdown on pages 50 to 52 , Section 9 - Personal Income on pages 53 and 54 and Section 10 - Road Transit on page 57.

Cover under each section is subject to the terms, conditions, exclusions and limits as detailed in the section.

You cannot give your interests away

You cannot give anyone else an interest in this policy without our written consent.

The law that applies to this policy

Any disputes arising from this policy will be determined by the courts and in accordance with the laws of the state or territory of Australia where this policy is issued.

What you are required to do for us

- ◆ You must pay us the premium for this insurance.
- ◆ You must tell us as soon as possible of anything that changes the facts or circumstances relating to your insurance.
- ◆ You must take all reasonable precautions to prevent anything which could result in a claim under this policy.
- ◆ You must, and must use reasonable endeavours to make sure that anyone doing anything on your behalf, obey all laws.
- ◆ You must keep all of the machinery insured under Section 8 – Machinery Breakdown in good working order. You should ensure that you observe all proper instructions for the use of such machinery.
- ◆ You must comply with the conditions of this policy.

Cancelling your policy before the due date

You can cancel this policy or any section at any time. To do this you must ask us in writing to cancel your policy or any section. This policy or the section will end when we receive your request.

We can cancel this policy or any section if you do any of the following:

- ◆ Make a misleading statement to us when you apply for your insurance.
- ◆ Fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy.
- ◆ Fail to comply with the conditions of this policy.
- ◆ Fail to pay the premium for this insurance.
- ◆ Are not fair and open in your dealings with us.
- ◆ Make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with us or another insurance company.

We may also cancel this policy or any section if there is a change in the circumstances of the risk during the period of insurance. If we cancel this policy or any section we must advise you in writing. To do this, a notice will be delivered or posted to you.

Return of premium if your policy is cancelled before the due date

If your policy or any section is cancelled before the due date:

- ◆ We will keep the premium for the period that the policy or the section has been in force.
- ◆ We will return to you the premium for the period from the date the policy or section ended to the due date of the policy.
- ◆ We will not return any premium under Section 5 – Hay, Grain, Fencing, Livestock and Farm Trees, unless we cancel the policy or this section.
- ◆ We will not return any premium under Section 9 – Personal Income if we have paid a claim under this section during the current period of insurance.

What you must do when you make a claim

You must make all claims as soon as possible after you suffer a loss. If you do not make certain claims within 30 days, we may reduce what we pay you to take account of any disadvantage we may suffer by the delay.

You must also do the following:

- ◆ Take all reasonable steps to prevent any further loss from occurring.
- ◆ Advise the nearest police station if your property is lost or stolen, vandalised or maliciously damaged. We may ask you to give us a written report from the police.

- ◆ Keep the property that has been damaged so we can inspect it.
- ◆ Try to obtain details of any other person, property or vehicle involved and of any witnesses.
- ◆ Tell us about any other insurance(s) which cover all or part of the property.
- ◆ Complete our claim form and give it to us promptly.
- ◆ Tell us the identity of anyone who has an interest in the property insured.
- ◆ Tell us about any prosecution or inquest that may be held and send us any document relating to your claim within 72 hours of you receiving the document.
- ◆ Take all reasonable steps to preserve any items which may be used as evidence in support or defence of any claim made against you. You must not destroy any such items or evidence until we have had an opportunity to inspect them. This applies to claims under Section 1a – Liability, Section 1b – Liability, Section 7 – Business Liability,
- ◆ Assist us at all times in the prosecution, defence, conduct, or settlement of any claim under this policy.
- ◆ Submit your claim as soon as possible after the happening of any injury or illness, for which you may be entitled to claim. This only applies to claims under Section 9 – Personal Income.
- ◆ Supply us (at your own expense), with all necessary medical information and any other medical evidence to support your claim. Our claims forms include a certificate which should be completed by a medical practitioner.
 - We will not accept your claim form if this certificate has been completed by anyone other than a medical practitioner.
 - We may require further supporting proof if you are claiming for any period of incapacity before the date on which the initial certificate was issued. We will tell you if we need you to provide any other specific information.
 - We will accept further certificates of continuing incapacity from a medical practitioner. We will also accept further certificates of continuing incapacity from a registered physiotherapist, registered chiropractor or registered osteopath, but only if appropriate to the injury or illness for which the insured person is claiming.
 - If we require the insured person to undergo a separate medical examination by a medical practitioner of our choice, we will pay for this.
 - In the case of death, we may require a post-mortem examination to be carried out. If this is needed we will pay for this.

What you must NOT do when you make a claim

You must NOT do any of the following:

- ◆ Repair or replace any damaged property without our consent, unless the repair is to prevent further loss.
- ◆ Pay, promise to pay, or offer payment, or admit responsibility for a claim.

You give us your rights to claim from anyone else

If you have a right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name. You must not do anything which prevents us from doing this and you must give us all the information and cooperation we require.

How the Goods and Service Tax affects your claim

Where we make a payment under this policy for the acquisition of goods, services, or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to the acquisition, whether or not that acquisition is actually made. Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply

Section 1

Domestic Buildings and Domestic Contents

What is insured

The property set out on your schedule is insured if it is destroyed, lost or damaged. It is insured only if you own or are liable for the property.

- ◆ If you only insure domestic farm buildings, the cover provided for destruction, loss or damage does not apply to domestic contents.
- ◆ If you only insure domestic contents, the cover provided for destruction, loss or damage does not apply to domestic farm buildings.

Your domestic farm buildings and domestic contents are insured while at your situation. Cover for your domestic contents while away from your situation is not provided unless we say so.

The insurance cover you select

When you take this insurance you have a choice of Listed Events or Accidental Damage cover. Your schedule will show which one you have selected.

If you selected the listed events cover, your schedule will show 'Cover 1 – Listed Events'.

If you selected the accidental damage cover, your schedule will show 'Cover 2 – Accidental Damage'.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Domestic farm buildings means:
 - Residential domestic buildings you live in including any professional offices in those buildings.
 - Domestic out-buildings.
 - Fixed coverings to walls, floors and ceilings. This does not include fixed carpets, curtains or internal blinds, unless you regularly lease out your property on an unfurnished basis.
 - Services, which include the supply of electricity, water, etc.
 - Any items built in, or fixed to, or on, the buildings referred to above.
 - Blinds or awnings on the outside of the buildings referred to above.

- Anything permanently built, permanently constructed or permanently installed on your property for domestic purposes.

But does not mean:

- Property that a tenant is liable for under the terms of a rental agreement.
- Plants, shrubs, trees or grass.

◆ Domestic contents means:

- Household goods that are not used for earning income.
- Goods that you use for earning your income while they are in your home at your situation. You would normally receive a taxation deduction for these. We will pay up to \$5,000 in total for these items. This does not include office equipment.
- Office equipment, including mobile phones and laptop computers, that you use for your normal farming office activities located in your home. You would normally receive a taxation deduction for these. We will pay up to \$2,000 per item for mobile phones and lap top computers and \$20,000 in total for all of these items.
- Carpets, curtains and internal blinds.
- Furniture and furnishings that are not built in.
- Portable domestic appliances that are not built in.
- Swimming pools, saunas and spas that are not permanently installed.
- Accessories for any swimming pools, saunas or spas.
- Clothing and personal effects.
- Pedal cycles.
- Valuable items – see page 16 for the meaning of valuable items.

We will pay up to:

- \$2,500 for any one item, pair, set, collection or system of valuable items other than sporting equipment.
- \$3,000 for any one item, pair, set or collection of sporting equipment.

We will pay up to \$10,000 or 20 per cent of your total domestic contents sum insured, whichever is the greater for valuable items.

- Items thinly covered with gold or silver that are not jewellery or watches.
- Paintings and prints, tapestries, Persian or similar rugs, antiques and any other works of art.
- Projectors and screens.
- Equipment for developing and enlarging photographs.

- Processed film, slides and prints.
We will only pay the value of these items as unprocessed material and the cost of processing them. However, if they were processed when you purchased them, we will pay the cost of replacement. We will not pay the costs of recreating any event.
- Tapes, cassettes, cartridges and discs, including computer software.
We will only pay the value of these items when blank, unless they were pre-recorded when you purchased them.
- Money and negotiable documents. This includes money relating to your farming business.
We will pay up to \$1,200 in total for these.
- Accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers and watercraft. We will pay up to \$2,000 in total for these items.
We will not pay if the accessories and spare parts are in, or on motor vehicles, motorcycles, mini-bikes, caravans, trailers or watercraft.
- Landlord's fixtures and fittings that you are liable for under the terms of a rental agreement.
We will not cover these fixtures and fittings if the Body Corporate has them insured.
- Fixtures and fittings that you have installed for your own use if you are a tenant, or the owner of a strata title unit.
We will not cover these fixtures and fittings if the Body Corporate has them insured.
- Watercraft less than 4 metres long, which are unpowered, or are powered by a motor less than 10hp. The most we will pay is \$5,000.
- Motorized golf buggies, ride-on mowers, wheelchairs, battery powered invalid mobility devices.
- Motorcycles up to 100cc capacity, which do not require registration and are not used as part of the farm business.
- Surfboards, sailboards or surf skis.
- Specified contents which are listed on your schedule.

But does not mean:

- Unset precious and semi-precious stones.
- Plants and trees growing outdoors, but we will cover plants and trees growing in pots or tubs.
- Animals, including birds and fish.
- Pedal cycles and motorcycles under 100cc capacity while they are used for racing or pace making.

- Motor vehicles, motorcycles and mini-bikes exceeding 100cc in capacity, caravans, trailers, or aircraft other than model or toy aircraft.
 - Jet skis.
- ◆ Valuable items mean:
- Jewellery and watches.
 - Items that contain gold or silver.
 - Furs.
 - Collections of stamps, money or medals.
 - Items able to be powered by battery as listed:

- Cassette players
- Electronic diaries
- Portable computers
- Record players
- Televisions
- Compact disc, DVD and MP3 players
- Mobile or portable phones
- Radios
- Tape recorders
- Video recorders or cameras

- Equipment for taking photographs, including accessories and unprocessed film.
These are not covered while they are being used underwater or to earn your income.
- Sporting equipment designed to be used in a leisure activity that involves some element of physical activity or competition.
This does not include pedal cycles. Sporting equipment is not covered while it is being used.
- Clothing and personal items, which are usually worn or carried.

But does not mean:

- Unset precious and semi-precious stones.
- Items thinly covered with gold or silver.
- Motor vehicles, motorcycles, caravans, trailers, aircraft or accessories or spare parts of any of these items.
- Watercraft including accessories or spare parts, other than surfboards, sailboards or surf skis, or any other type of watercraft that are less than 4 metres long and are not powered by a motor.
- Goods you use to earn your income.

- ◆ Catastrophic event means an event occurring at the situation that is either an insured or uninsured event under your policy, where the loss or damage will exceed \$20,000 in total.
- ◆ Domestic emergency means any damage occurring to your main residence that is either an insured or uninsured event under your policy, where the loss or damage will exceed \$20,000 in total.

- ◆ Medical emergency means an illness or physical injury occurring to you or your partner, which would require immediate medical attention in hospital.
- ◆ Transportation means travel in economy class of the most appropriate form of regularly scheduled commercial transportation available. Where you have transportation that is arranged and prepaid, we will only pay for the difference between the prepaid fare and any additional expense that may be incurred for transportation costs.

Limit for the value of domestic contents

The most we will pay for any one item, pair, set, collection or system is \$20,000. Some domestic contents items have a lower limit, this is shown in 'Words that have a special meaning in this section' on pages 15, 16 and 17. You can insure items, pairs, sets, collections or systems that are worth more than \$20,000 each as a specified contents item. To do this you must advise us and the items will be listed on your schedule.

Cover for domestic contents in the open air at your situation

We will cover your domestic contents while they are in the open air at your situation.

Cover for domestic contents away from your situation

Your domestic contents are insured while they are away from your situation, but still in Australia.

Your domestic contents are not insured if they:

- ◆ Are on the way to, or from, or in, commercial storage.
- ◆ Have been away from your situation for more than a continuous period of 90 days, other than sporting equipment that is stored within a locked clubroom.
- ◆ Are in transit during a permanent removal.
- ◆ Have been removed permanently from your situation without our permission.

The following items of domestic contents are not covered while away from your situation:

- ◆ Accessories and spare parts for motor vehicles, motorcycles, mini-bikes, caravans, trailers and watercraft.
- ◆ Goods that you use for earning your income.

If you selected 'Cover 1 – Listed Events', cover for storm, rainwater, wind or impact by motor vehicles, motorcycles, mini-bikes, caravans or trailers:

- ◆ The cover only applies when the domestic contents are in a residential building, boarding house, motel, hotel, club, nursing home or hospital where you are staying, and for sporting equipment only when it is stored within a locked clubroom.

- ◆ Does not apply while the domestic contents are in a tent, vehicle, caravan, trailer, aircraft or watercraft.

If you selected 'Cover 1 – Listed Events', cover for theft does not apply while your domestic contents are away from your situation. Sporting equipment is covered when it is in a locked clubroom.

If you selected 'Cover 2 – Accidental Damage', your domestic contents will also be insured in New Zealand.

Cover 1 – Listed Events

We will cover your domestic farm buildings and domestic contents, shown on your schedule, for the events listed below. There must be damage or loss from one of these events to the domestic farm buildings or domestic contents for you to make a claim:

- ◆ Fire or explosion.
- ◆ Lightning or thunderbolt.
- ◆ Earthquake, subterranean fire, volcanic eruption or tsunami.
- ◆ Burglary or housebreaking or an attempt at either. This cover does not apply if the theft is from any part of the domestic buildings, which you share with another person who is not insured under this policy. You are not covered for theft by a tenant.
- ◆ Theft. This cover does not apply if the theft is from any part of the domestic buildings, which you share with another person who is not insured under this policy. You are not covered for theft by tenant.
- ◆ Theft of money or negotiable documents is covered only when force is used by someone to enter the domestic farm buildings. You are not covered for theft by a tenant.
- ◆ Malicious damage, including vandalism. You are not covered for malicious damage or vandalism by a tenant.
- ◆ Deliberate or intentional acts other than vandalism and theft. This cover does not apply if the deliberate or intentional act is done by a tenant
- ◆ Liquid that escapes from:
 - A fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.
 - A bath, basin, shower, sink, toilet or tiled floor that has drainage holes.
 - A washing machine or dishwasher.
 - An aquarium.
 - A waterbed.

We will also pay the cost of finding where the liquid escaped. We will also pay the cost of repairing any damage that has been done in finding where the liquid escaped. We will not pay for repairing or replacing the defective item that caused the escape of liquid.

- ◆ Electric motor burning out. If an electric motor burns out, we will repair, reinstate or replace it. We decide which one we do. We will do this if the electric motor is 15 years old or less. No cover is provided for motors over 15 years old.
- ◆ Accidental breakage. This cover applies when the item is fractured or chipped through its entire thickness. Items covered for accidental breakage are as follows:
 - If you have insured domestic farm buildings, any fixed glass in the domestic farm buildings, including any window tinting or shatter proofing material attached to the glass. It also includes fixed shower bases, basins, sinks, baths and toilets.
 - If you have insured domestic contents, any mirrors, glassware, crystal, crockery or any glass in furniture. It does not include glass that is part of a television, or a computer screen or computer monitor. Hand mirrors, glassware, crystal, crockery or china are not covered while they are being used, cleaned or carried by hand.
 - If you have insured domestic contents and you are living in a rented property, you are covered for accidental breakage of fixed shower bases, basins, sinks, baths and toilets. This cover only applies when your rental agreement makes you responsible for these items.
- ◆ Riots, civil commotions, industrial or political disturbances.
- ◆ Impact by an aircraft, spacecraft or satellite, or anything dropped from them.
- ◆ Impact by a falling tree or part of a tree. We will also pay the cost of removing and disposing of the fallen tree or parts. We will not pay if the damage is caused when you cut down or remove branches from a tree or you have someone do it for you.
- ◆ Impact by falling television or radio antenna, mast or dish.
- ◆ Impact by an animal or bird that is not kept at your situation. You are not covered for any damage caused by any animal or bird eating, chewing, clawing or pecking your domestic buildings or domestic contents.
- ◆ Impact by vehicles or watercraft.
- ◆ Storm, rainwater or wind. This includes storm, rainwater or wind damage to:
 - Gates, fences or walls that are attached to, and are part of, the structure of the domestic farm buildings.
 - Gates, fences or walls that are not attached to, and are not part of, the structure of the domestic farm buildings. We will only pay for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame

supporting the corrugated fibrous material must be made of brick, stone or metal.

- Gates, fences or walls which are made of timber that are not attached to, and are not part of, the structure of the domestic farm buildings. We will only pay for gates or fences 20 years old or less.
- Free-standing fences that do not have a supporting frame, but only if the fences are made from corrugated fibrous material. The fences must have been installed and constructed according to the manufacturers specifications.

We will not pay for storm, rainwater or wind damage:

- To shade cloth, swimming pool covers including solar covers, plastic liners for swimming pools.
- Where water enters the domestic farm buildings because of structural defect, faulty design or faulty workmanship when the building was constructed.
- Where water enters the domestic farm buildings through an opening made for any building renovation or repair work.

We do not provide cover for damage by flood.

- ◆ Landslide or subsidence. Cover only applies when the landslide or subsidence occurs within 72 hours and is contributed to or caused by one of the following events:
 - Storm, rainwater or wind.
 - Earthquake, subterranean fire or volcanic eruption.
 - Explosion.
 - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or drain.

This cover also applies to gates, fences and retaining walls that are attached to, and are part of, the structure of the domestic farm buildings.

Cover 2 – Accidental Damage

We will cover your domestic farm buildings and domestic contents, shown on your schedule, for any accidental damage or accidental loss including that caused by the following:

- ◆ Landslide or subsidence. Cover only applies if it occurs within 72 hours of the cessation of the event, and is contributed to or caused by one of the following events:
 - Storm, rainwater or wind.
 - Earthquake, subterranean fire, or volcanic eruption.
 - Explosion.
 - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or drain.

This cover also applies to gates, fences and retaining walls that are attached to, and are part of, the structure of the domestic buildings.

- ◆ Storm, rainwater or wind. This includes storm, rainwater or wind damage to:
 - Gates, fences or walls that are attached to, and are part of, the structure of the domestic farm buildings.
 - Gates, fences or walls that are not attached to, and are not part of, the structure of the domestic farm buildings. We will only pay for any section of a gate, fence or wall made of brick, stone, metal or frame-supported corrugated fibrous material. The frame supporting the corrugated fibrous material must be made of brick, stone or metal.
 - Gates, fences or walls that are not attached to, and are not part of, the structure of the domestic farm buildings, which are made of timber. We will only pay for gates or fences 20 years old or less.
 - Free-standing fences that do not have a supporting frame, but only if the fences are made from corrugated fibrous material. The fences must have been installed and constructed according to the manufacturer's specifications.

We will not pay for storm, rainwater or wind damage to shade cloth, swimming pool covers including solar covers, plastic liners for swimming pools.

- ◆ Electric motor(s) burning out. If an electric motor(s) burns out, we will repair, reinstate or replace it. We decide which one we will do. We will do this if the electric motor is 15 years old or less. No cover is provided for motors over 15 years old.

We will not cover your domestic farm buildings and domestic contents for accidental damage or accidental loss caused by or arising from the following:

- ◆ Landslide or subsidence except as described above.
- ◆ Settling, shrinkage or any movement of the earth.
- ◆ Water entering the domestic farm buildings:
 - Through an opening made for any building, renovation or repair work.
 - Due to a structural defect, faulty design or faulty workmanship when the domestic farm buildings were constructed, extended, renovated or repaired.
- ◆ Flood.
- ◆ Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- ◆ The activity of rats, mice or insects.
- ◆ The activity of termites.
- ◆ Roots from trees, plants, shrubs or grass.

- ◆ Any process of cleaning involving the use of chemicals other than domestic household chemicals.
- ◆ A defect in an item, faulty workmanship, structural defect or faulty design.
- ◆ Breakage of mirrors, glassware, crystal, crockery or china while they are being used, cleaned or carried by hand.
- ◆ Vandalism done by a tenant.
- ◆ Theft from any part of the domestic buildings, which you share with another person who is not insured under this policy.
- ◆ Theft by a tenant.
- ◆ Deliberate or intentional acts that are done by a tenant.
- ◆ Mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

Additional things we will pay for when you have insured your domestic farm buildings

The following will be paid in addition to the sum insured. These will be paid on the basis of the cover you have selected i.e. 'Cover 1 – Listed Events' or 'Cover 2 – Accidental Damage'.

◆ Rent reimbursement

We will pay the amount that your domestic buildings could be rented out for each week if you had not had a loss. We will pay up to 15 per cent of the domestic farm buildings sum insured for up to 12 months. We will only pay for this when your domestic farm buildings are unable to be lived in after damage or loss has occurred.

◆ Modifications following injury

We will pay to make modifications to your buildings if you are injured as a result of damage or loss to your buildings. We will only pay for modifications if the injury results in permanent paraplegia or permanent quadriplegia. The most we will pay is \$10,000.

◆ Legal costs

We will pay your legal costs to discharge your mortgage if your claim is for a total loss.

◆ Removal of debris

We will pay the reasonable costs of demolishing and removing any building debris when insured damage or loss occurs. We will pay up to 10 per cent of your domestic farm buildings sum insured.

◆ Professional fees

We will pay the reasonable costs of architects', engineers', surveyors' and legal fees, when damage or loss occurs. We will pay up to 10 per cent of your domestic farm buildings sum insured.

◆ Locks and keys

If a key to an external door lock of your domestic farm buildings, or a key to an external window lock of your domestic farm buildings, is stolen, we will pay the reasonable and necessary costs of replacing the external lock, key or cylinder with a similar item. We decide which one we will do. If you selected 'Cover 2 – Accidental Damage' we will also pay if the key is lost.

◆ Consumer Price Index

If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.

◆ Reinstatement of sum insured

You are fully insured again for the amount shown on your schedule following a claim.

This does not apply when your claim is for a total loss as your cover for domestic farm buildings will end.

◆ Domestic gardens

We will pay for the destruction, loss or damage to domestic gardens caused by fire or explosion only. We will pay the reasonable costs of removing and clearing the damaged garden, preparing the area for replanting and the cost of replacement seedlings for the damaged garden. The most we will pay for a claim under this benefit is \$5,000.

◆ Leased buildings

Where an insured building is leased or is available for lease on an unfurnished basis, we will extend cover to fixed carpets, curtains and internal blinds. The most we will pay in total for any loss is the sum insured selected for the insured building.

◆ Sale of home

Where you have entered into a contract to sell your home, we will extend cover under the policy to the purchaser from when that person or entity becomes liable for any damage to the home until the contract settlement date, the contract is terminated, or until the purchaser insures the home, whichever happens first.

◆ Medical and domestic emergencies

We will pay the following benefits where you have insured your domestic farm buildings under this policy.

- If you or your partner are hospitalised due to a medical emergency happening at the situation, we will pay the reasonable transportation and accommodation costs within Australia for two (2) nominated family members to be with the hospitalised person. The most we will pay is \$2,500 for transportation and accommodation costs and up to a maximum period of 14 days for accommodation costs.

- If you or your partner are outside Australia at the time of a domestic emergency happening at the situation, we will pay for the transportation costs incurred in returning you or your partner to the situation. The most we will pay is \$2,500.
- In the event of a catastrophic event happening at the situation, we will pay for the transportation costs incurred in returning you and your partner from any Australian or overseas destination back to the situation. The most we will pay is \$2,500.

For the purposes of this benefit the following conditions will apply:

- We will only pay up to the amounts shown above. Where you have insured domestic farm buildings and domestic contents more than once, or you have more than one policy, we will only pay the additional benefits once. The limits shown above cannot be added together to provide a higher benefit.

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

The following will be paid in addition to the sum insured. These will be paid on the basis of the cover you have selected i.e. 'Cover 1 – Listed Events' or 'Cover 2 – Accidental Damage'.

◆ Frozen foods

- If you have selected 'Cover 1 – Listed Events' and your freezer breaks down, we will pay for the loss of any frozen food. The most we will pay is \$1,000.
- If you have selected 'Cover 2 – Accidental Damage', we will pay for the loss of any frozen food.

◆ Credit and transaction cards

If your credit cards or financial transaction cards are misused after they are lost or stolen, or if they are fraudulently used on the internet, we will pay up to \$5,000 (inclusive of GST) in total to the financial institutions that issued them.

We will only cover this if you have complied with the terms on which the credit cards or financial transaction cards were issued.

◆ Alternate accommodation

We will pay the reasonable costs of alternate accommodation that you may incur after you have had a loss. We will pay up to 15 per cent of your domestic contents sum insured for up to 12 months. We will only pay for this when your domestic farm buildings are unable to be lived in after damage or loss has occurred.

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

- we pay you for rent following damage to the domestic farm buildings, or

- you receive any payment for rent or accommodation from another source, or you do not need to pay for alternate accommodation.

◆ **Removal and storage of contents**

If you are unable to live at your situation after damage or loss has occurred, we will pay the reasonable cost to remove and store your contents while your situation is being repaired. We will pay this for up to 12 months. We will also cover your contents while they are in storage.

We will only pay for this when you are unable to live at your situation.

You do not need to pay for alternate accommodation to receive this benefit.

◆ **Property of guests or visitors**

If guests or visitors to your home bring their own possessions with them, we will regard those possessions as belonging to you. We will pay up to \$5,000 in total for your guests or visitors possessions. We will not pay if these possessions are already insured.

◆ **Property of employees**

If employees working at your home bring their own possessions with them, we will regard those possessions as belonging to you. We will only pay if the employees are doing domestic work for you. The most we will pay is \$5,000 if these possessions are lost or damaged. We will not pay if these possessions are already insured.

◆ **Locks and keys**

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

◆ **Indexation of sum insured**

If you have a loss, we will increase your sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it. This increase does not apply to any specified domestic contents you have insured.

◆ **Removal of debris**

We will pay the reasonable costs of removing any contents debris when damage or loss occurs. We will pay up to 10 per cent of your domestic contents sum insured.

◆ **Attendance of security firm**

We will pay the reasonable costs you have to pay a security firm to attend your home in response to your monitored burglar alarm system.

We will pay these costs following:

- a burglary, or
- an attempted burglary.

We will not pay these costs when there is:

- a false alarm, or
- no evidence of an attempted burglary.

The most we will pay is \$1,000.

◆ **Reinstatement of sum insured**

You are fully insured again for the amount shown in your schedule following a claim.

This does not apply when your claim is for a total loss as your cover for domestic contents will end then.

◆ **Reinstatement of documents**

We will pay to reinstate, reproduce or restore your documents if they are damaged while contained in the domestic farm buildings or in a bank vault. This includes the information contained on the documents. The most we will pay is \$2,000.

◆ **Children attending school or university**

Where you have insured domestic contents under this policy, we will include destruction, loss or damage to domestic contents of any unmarried children attending boarding school, college or university, on a full-time basis.

The cover we will provide you is 'Cover 1 – Listed Events', as shown on pages 17 and 18 of this policy. The most we will pay is \$5,000 for any one event, unless you have insured these domestic contents separately under the policy.

◆ **Veterinary expenses**

We will pay veterinary expenses if your pet dog or cat is injured as a result of a road accident. The most we will pay is \$500.

◆ **Funeral expenses**

If you, or any member of your family dies, we will cover the funeral costs, up to \$10,000 (inclusive of GST).

The death must occur:

- As a result of an incident we have agreed to cover.
- Within 12 months of the incident.
- As a result of an incident that occurred at your situation.

We will require a certified copy of the death certificate and any other evidence to support the claim.

◆ **Moving your contents to a new situation**

If you are moving permanently to a new situation within Australia, we will cover your contents at the situation shown on your schedule and at your new

situation. The most we will pay in total is the sum insured shown on your schedule. We will only cover your contents at your new situation for 30 days. This cover will commence from when you first start to move your contents. We do not provide cover for contents while they are being moved. You must tell us about permanently moving your contents to a new situation within 30 days from the day you first start to move.

◆ **Contents in transit**

We will cover your contents for loss or damage whilst they are being transported by a vehicle to your home or to a commercial storage facility within Australia.

We will only cover this if there is a theft following violent or forcible entry or if damage occurs as a result of fire, collision or the transporting vehicle overturning.

We will not cover damage:

- To glassware, crystal, crockery, mirrors or china.
- Caused by denting, scratching, chipping or bruising.

We will pay up to \$10,000 during any one period of insurance.

◆ **Contents in a commercial storage facility**

We will cover your contents for loss or damage whilst they are in a commercial storage facility within Australia.

You need to tell us that your contents will be in a commercial storage facility and obtain our consent to cover them, before your contents are put into storage. The most we will pay is the contents sum insured as listed on your schedule.

We will not cover jewellery, money or negotiable documents.

◆ **Taxation audit**

We will pay for the fees that you must pay to an accountant. We will pay these fees when your personal financial affairs are audited by the Federal Commissioner of Taxation. You must advise us of such an audit. We will only pay claims notified to us during the period of insurance shown on the most recent schedule. The most we will pay during any one period of insurance is \$5,000.

We will not pay claims for:

- Any audit that relates to a criminal prosecution.
- Fees where the final assessment of your taxable income for the period audited is 20 per cent higher than your original declaration.
- Fees for work performed outside the time limits allowed by the Federal Commissioner of Taxation.
- Any fines, penalties or adjustments of taxation.

◆ **Legal costs and expenses**

We will pay the legal costs and expenses you are liable to pay following legal proceedings brought by you or against you in Australia. You must advise us of any legal proceedings brought by you, or against you. We will only pay claims notified to us during the period of insurance shown on your most current schedule. We will only pay legal costs and expenses incurred with our prior consent. The most we will pay during any one period of insurance is \$10,000.

We will not pay legal costs and expenses relating to the following:

- Spouse or partner disputes including, but not limited to, divorce, child maintenance, or custody and property disputes.
- Claims for death, bodily injury to, or disease of, any person.
- Claims where cover is available under a standard form of Motor Vehicle or Houseowners or Householders, Motorcycle, Caravan or Boat Insurance.
- Any criminal charge or prosecution brought against you.
- Any road traffic or boating offence committed by you.
- Any matter arising out of an insurance cover required by legislation.
- Any matter arising out of your trade, business or profession.
- Any award of damages made against you.
- Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

◆ **Medical and domestic emergencies**

We will also pay the following:

- If you or your partner are hospitalised due to a medical emergency happening at the situation, we will pay the reasonable transportation and accommodation costs within Australia for two (2) nominated family members to be with the hospitalised person. The most we will pay is up to \$2,500 for transportation and accommodation costs and up to a maximum period of 14 days for accommodation costs.
- If you or your partner are outside Australia at the time of a domestic emergency happening at the situation, we will pay for the transportation costs incurred in returning you or your partner to the situation. The most we will pay is \$2,500.

- In the event of a catastrophic event happening at the situation, we will pay for the transportation costs incurred in returning you and your partner from any Australian or overseas destination back to the situation. The most we will pay is \$2,500.

For the purposes of this additional benefit the following conditions will apply:

- We will only pay up to the amounts shown above. Where you have insured domestic farm buildings and domestic contents more than once, or you have more than one policy, we will only pay the additional benefits once. The limits shown above cannot be added together to provide a higher benefit.

Paying claims

Policy excess

For each domestic farm buildings or domestic contents claim we will reduce the amount we pay you for your claim by the excess. The amount of your excess is shown on your schedule or in this policy.

Your excess will be increased by \$250 for any claim for damage or loss caused by or arising from an earthquake or tsunami. This damage or loss must occur within 72 hours of the earthquake.

When we pay a claim for damage to or loss of domestic farm buildings and domestic contents, the excess amount will only be taken off once.

When a claim is paid under only 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your contents', your excess will not apply.

The most we will pay for your domestic farm buildings or your domestic contents

The most we will pay for any claim for your domestic farm buildings or your domestic contents is the sum insured shown on your schedule. This does not apply to amounts payable under 'Additional things we will pay for when you have insured your buildings', or 'Additional things we will pay for when you have insured your domestic contents'.

How we pay a claim for domestic farm buildings

When damage or loss occurs to your domestic farm buildings, we will pay the cost of rebuilding your buildings or repairing the damaged portions to the same condition as when they were new.

We will also pay any further costs required for your domestic farm buildings to comply with government or local authority bylaws. This benefit does not apply over and above the sum insured. We will not pay these costs if the sum insured is insufficient to meet the total costs involved in rebuilding or reinstating the premises. We will not pay these costs if you were required to comply with these bylaws, and had not done so, before the damage or loss occurred.

Rebuilding or repairing your domestic farm buildings must commence within six months of the damage or loss occurring. If it does not commence within six months, we will either:

- ◆ reinstate or repair the domestic farm buildings to the condition they were in just before the damage or loss occurred.

- ◆ pay you the cost of reinstating or repairing the domestic farm buildings to the condition they were in just before the damage or loss occurred; or
- ◆ pay you the value of the domestic farm buildings. We will base this on the value just before the damage or loss occurred, taking into consideration condition, age and state of repair.

We decide which one we will do.

We will pay for the damaged portions of fixed coverings to walls, floors and ceilings only in the room, hall or passage in which the damage occurred.

We will try to match any material used to repair the domestic farm buildings with the original materials. If we cannot, we will use the nearest equivalent available. We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair the domestic farm buildings. We will not pay the costs to repair or replace the bath, basin, sauna, spa, shower base or shower wall.

How we pay a claim for domestic contents

When damage or loss occurs to any domestic contents item we will either:

- ◆ replace the property with the nearest equivalent new property; or
- ◆ repair the property to the condition it was in when new; or
- ◆ pay you the cost of replacement or repair.

We decide which one we will do.

We will pay for carpets; wall, floor and ceiling coverings; internal blinds and curtains; only in the room, hall or passage where the loss or damage occurred.

When an item is part of a pair, set, system or collection, we will only pay for the value of the item itself. The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

Liability

We will pay the amount you are liable to pay following an accident if your liability arises from any of the circumstances as follows. The accident that results in the claim must occur during the period of insurance. We will also pay any legal costs you have to pay in relation to the accident. This includes costs awarded against you. The most we will pay, including costs, for any single accident, or series of accidents arising out of the same event, is the amount shown on your schedule.

When we will pay

- ◆ If you have insured your domestic farm buildings, we will pay the amount you have to pay because you are the owner or occupier of your domestic farm buildings.
- ◆ If you have insured your domestic contents and live in a rented building, we will pay the amount you have to pay as owner of your domestic contents, or as occupier of the building.
- ◆ If you have insured your domestic contents and you own part of a building that has been subdivided, we will pay the amount you have to pay as owner of your domestic contents or occupier of your part of the building. We will not pay for an accident that occurs in any common areas of the building.
- ◆ If you have insured your domestic contents, we will pay the amount you have to pay for any accident that happens:
 - Anywhere in Australia.
 - Anywhere in Australia in connection with your position as a committee member of a sporting or social club. We will not pay if you receive more than \$1,000 per year for holding the position.
 - Anywhere in the world. Cover away from Australia is limited to 90 consecutive days and starts from the time you leave Australia.

This does not include the amount you have to pay because you are the owner or occupier of your domestic farm buildings.

If you have insured your domestic contents, we will pay for any accident that happens anywhere in Australia arising out of the use of watercraft. We will only pay if the watercraft is less than 4 metres long and is either unpowered, or powered by a motor less than 10hp. This does not include jet skis.

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

Committee member acts or omissions

We will pay the amount you are liable to pay following an alleged or actual act or omission. We will only pay for your liability in connection with your position as a committee member of a sporting or social club. We will not pay if you receive more than \$1,000 per year for holding this position.

Any claim made against you must occur within the period of insurance stated in the schedule. The most we will pay, including costs, during any one period of insurance is \$10,000.

When we will not pay

We will not pay claims in relation to or arising from the following:

◆ Penalties and fines

Penalties, fines or awards of aggravated, exemplary or punitive damages made against you.

◆ Vehicles

The use of motor vehicles, motorcycles, mini-bikes, aircraft or watercraft, other than:

- Unregistered motorised golf buggies, motorcycles (including mini-bikes) up to 100cc capacity and not used for farm purposes, ride on mowers, wheelchairs and battery powered invalid mobility device.
- Model or toy aircraft.
- Surfboards, sailboards or surf skis.
- Watercraft as described on page 16.

◆ Caravan or trailer

The use of a caravan or trailer when the caravan or trailer is attached to a motor vehicle or motorcycle.

◆ Family members

Personal injury to you or any member of your family who normally lives with you, or any other person who normally lives with you.

◆ Employees

Personal injury to any person you employ and that injury arises from their employment with you.

◆ Family property

Damage to property that belongs to you or any member of your family who normally lives with you, or any other person who normally lives with you.

◆ Employees property

Damage to property that belongs to any person you employ and that damage arises from their employment with you.

◆ Property in your control

Damage to property that is in your control or the control of any member of your family who normally lives with you, or in the control of any other person who normally lives with you.

◆ Transmitted disease

Any disease that is transmitted by you or any member of your family who normally lives with you.

◆ Business, profession, trade or occupation

Any business, profession, trade or occupation carried on by you. This does not include being a committee member of a sporting or social club provided that you do not receive more than \$1,000 per year for holding this position.

◆ Buildings, alterations and repairs

Any alterations, repairs, renovations or additions to your domestic farm buildings that cost more than \$100,000.

◆ Agreements or contracts

Any agreement or contract you enter into. If you would have been liable without the agreement or contract, we will pay for your liability.

◆ Asbestos products

The use, removal of or exposure to any asbestos products or products containing asbestos.

◆ Illegal activities

Gaining a personal profit or advantage that is illegal.

◆ Conflict of interest

A conflict of duty or interest.

◆ Acts or omissions

Any act or omission that is dishonest, fraudulent, criminal, wilful or malicious.

◆ Reimbursable losses

Any loss that can be reimbursed by your sporting or social club.

◆ Acts or omissions outside the period of insurance

Any alleged or actual act or omission committed, or alleged to have been committed, prior to the commencement of the policy.

See also 'What all sections of this policy do NOT cover' on pages 11 and 12

Valuable items

This section of the policy only applies when your schedule shows that you have requested cover for valuable items.

When we pay

Your valuable items are insured for any accidental damage or accidental loss. The accidental damage or accidental loss must occur within Australia or New Zealand.

We will also pay if the accidental damage or accidental loss happens anywhere else in the world. Cover away from Australia or New Zealand is limited to 90 consecutive days and starts from the time you leave Australia.

When we will not pay

We will not pay if the accidental damage or accidental loss is caused by or arises from:

Workers' Compensation

- ◆ **Deterioration, wear and tear**
Rust, corrosion, gradual deterioration, depreciation, wear or tear.
- ◆ **Defects**
A defect in the item.
- ◆ **Vermin**
The activity or presence of rats, mice or insects.
- ◆ **Mildew, mould and fungi**
- ◆ **Chemicals**
Processes of cleaning involving the use of chemicals other than domestic household chemicals.
- ◆ **Breakdown**
Mechanical or electrical breakdown other than an electric motor burning out. We will pay for any resultant damage following mechanical or electrical breakdown.

See also 'What all sections of this policy do NOT cover' on pages 11 and 12

How we pay a claim for your valuable items

When loss or damage occurs to valuable items, we will either:

- ◆ replace the item with the nearest equivalent new item; or
- ◆ repair the item to the condition it was in when new; or
- ◆ pay you the cost of replacement or repair.

We decide which one we will do.

When a valuable item is part of a pair, set, system or collection, we will only pay the value of the item itself.

The most we will pay is the value that the item has as a proportion of the combined pair, set, system or collection. We will only pay the cost of replacing the item even though the pair, set, system or collection to which it belongs is less valuable because it is incomplete.

We will reduce any payment for loss of an item under this section by the amount we pay you for the same item under your domestic contents insurance.

Limit for valuable items

The most we will pay for any one item, pair, set, collection or system is:

- ◆ \$2,500 for valuable items other than sporting equipment.
- ◆ \$3,000 for sporting equipment.

You can insure items, pairs, sets, collections or systems that are worth more than the above limits for their actual value as "special valuable" items. To do this you must advise us and the items will be listed on your schedule. The most we will pay in total for all valuable items is the amount shown on your schedule.

This section of the policy only applies when your schedule shows that you have requested cover for workers' compensation.

If you have employees, in some circumstances workers' compensation cover is compulsory. If you are unsure, check with your local Workers' Compensation Authority

We will pay the amount you are liable to pay if a person you employ is injured while working for you. We will only pay if the person is doing domestic work for you. We will not pay if the person is working for you in your business.

The amount we will pay is subject to the relevant workers' compensation legislation in your state.

Please refer to page 7 under 'Who is the insurer'.

Section 2 Farm Property

What is insured

The property set out on your schedule is insured against destruction, loss or damage. It is insured only if you own, or are liable for, the property.

The insurance cover you select

When you take out your insurance you have a choice of Listed Events or Accidental Damage cover. Your schedule will show which one you have selected. If you selected the Listed Events cover, your schedule will show 'Cover 1 – Listed Events'. If you selected the Accidental Damage cover, your schedule will show 'Cover 2 – Accidental Damage'.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Farm improvements means:
 - Structures that are above ground and used in the business, including the contents contained in these structures.
 - Infrastructure that is up to 1.5 metres below ground and used in the business, this includes but is not limited to water pipes, drainage and sewerage systems, electrical cables and telephone lines.
- But does not mean:
 - Farm buildings, farm contents or unspecified farm buildings as defined in this section.
 - Structures that are permanently fixed to or adjacent to any farm buildings.
 - Farm machinery as defined in Section 3.
 - Aircraft or watercraft.
 - Frozen semen or embryos.
 - Plants, trees or crops in the open air.
 - Dams.
 - Fencing as defined in Section 5.
- ◆ Current value means the cost of replacement subject to due allowance for wear, tear and depreciation.
- ◆ Farm buildings means:
 - Buildings used for the purpose of the business carried on at the situation.
 - Items including plant, that are permanently built, permanently constructed or permanently

installed in or on your farm buildings for the purpose of the business.

- Structures that are permanently fixed to or permanently adjacent to the farm buildings.
This includes but is not limited to items such as water tanks, water stands, stockyards, pens, crushes, fuel tanks, grain or feed silos, fencing forming part of farm buildings and fixed elevators.

But does not mean:

- Domestic farm buildings as defined in Section 1.
- Fencing, other than described above forming part of farm buildings.
- Dams, plants, trees or crops in the open air.
- ◆ Farm contents means:
 - Items other than livestock, which belong to you and are normally contained in the farm buildings for use in the business.
 - Livestock permanently kept inside farm buildings. The cover provided is limited to 'Cover 1 – Listed Events'.

But does not mean:

- Domestic contents or valuable items as defined in Section 1.
- Livestock that are not permanently kept inside farm buildings.
- Caravans, aircraft or watercraft.
- Dams, plants, trees or crops in the open air.
- Fencing as defined in Section 5.
- Farm machinery as defined in Section 3.
- ◆ Farm property means:
Any farm buildings, farm contents, farm improvements, specified farm improvements, specified items, unspecified farm buildings that are shown on your schedule as being insured.
- ◆ Livestock means any type of farm animal other than a domestic animal or working dog.
- ◆ Specified farm improvements are any items that are shown on your schedule as specified farm improvements.
- ◆ Specified items are those items that are shown on your schedule as specified items.
- ◆ Unspecified farm buildings means those farm buildings that are not specified on your schedule including any farm contents contained in the building. We will show these as unspecified farm buildings on your schedule and we will cover these anywhere at the situation.

Limit for the value of unspecified farm buildings

Where you have insured unspecified farm buildings, the most we will pay for any one unspecified farm building is \$5,000 or its current value, whichever is the lesser. For all claims, the most we will pay for all unspecified farm buildings is the sum insured shown on your schedule.

Cover 1 – Listed Events

We will cover the farm property for the events listed below while at the situation. There must be damage or loss from one of these events to the farm property for you to make a claim.

- ◆ Fire or explosion.
 - Lightning or thunderbolt.
- ◆ Earthquake, subterranean fire, volcanic eruption or tsunami.
- ◆ Malicious damage, including vandalism. This cover does not apply if the malicious damage or vandalism is done by a tenant.
- ◆ Deliberate or intentional acts other than vandalism and theft. This cover does not apply if the deliberate or intentional act is done by a tenant.
- ◆ Liquid that escapes from:
 - A fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.
 - A bath, basin, shower, sink, toilet or tiled floor that has drainage holes.
 - A washing machine or dishwasher.

We will also pay the cost of finding where the liquid escaped as well the cost of repairing any damage that has been done in finding where the liquid escaped.

We will not pay for repairing or replacing the defective item that caused the liquid to escape.

- ◆ Accidental breakage. This cover applies when the item is fractured or chipped through its entire thickness.

Where you have insured your farm buildings, we will cover any fixed glass in the farm buildings for accidental breakage, including any window tinting or shatter proofing material attached to the glass. This also includes fixed shower bases, basins, sinks, baths and toilets of the farm buildings.

- ◆ Riots, civil commotions, industrial or political disturbances.
- ◆ Impact by an aircraft, spacecraft or satellite, or anything dropped from them.
- ◆ Impact by a falling tree or part of a tree.

We will also pay the cost of removing and disposing of the fallen tree or parts.

We will not pay if the damage is caused when you cut down or remove branches from a tree or you have someone do it for you.

- ◆ Impact by a falling television or radio antenna, mast or dish.
- ◆ Impact by any animal or bird. You are not covered for damage caused by any animal or bird eating, chewing, clawing or pecking your farm property.
- ◆ Impact by vehicles or watercraft.
- ◆ Storm, rainwater or wind. This includes storm, rainwater or wind damage to gates, fences or walls that are part of the structure of farm buildings and/or unspecified farm buildings.

We will not pay for storm, rainwater or wind damage:

- Where water enters the farm buildings and/or unspecified farm buildings due to a structural defect, faulty design or faulty workmanship when the farm buildings and/or unspecified farm buildings were constructed, extended, renovated or repaired.
 - Where water enters the farm buildings and/or unspecified farm buildings through an opening made for any building, renovation or repair work.
 - To farm property in the open air unless such farm property is designed to function without the protection of walls or a roof.
 - Caused directly or indirectly by steam, condensation or oxidation.
 - To shade cloth, plastic and or textile dam liners and covers
- ◆ Landslide or subsidence
- Cover only applies when the landslide or subsidence occurs within 72 hours of the cessation of the event and is contributed to or caused by one of the following events:
- Storm, rainwater or wind.
 - Earthquake, subterranean fire, or volcanic eruption.
 - Explosion.
 - Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

This cover also applies to gates, fences and retaining walls that are attached to, and are part of, the structure of farm buildings and/or unspecified farm buildings.

Cover 2 – Accidental Damage

We will cover your farm property for any accidental damage or accidental loss while at the situation, including that caused by the following:

- ◆ Landslide or subsidence. Cover only applies if it occurs within 72 hours of cessation of the event and is contributed to or caused by one of the following events:

- Storm, rainwater or wind.
- Earthquake, subterranean fire, or volcanic eruption.
- Explosion.
- Liquid that escapes from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank or a drain.

This cover also applies to gates, fences and retaining walls that are attached to and are part of the structure of farm buildings and/or unspecified farm buildings.

- ◆ Storm, rainwater or wind. This includes storm, rainwater or wind damage to:
 - Gates, fences or walls that are part of the structure of farm buildings and/or unspecified farm buildings.

We will not pay for storm, rainwater or wind damage:

- Where water enters the farm buildings and/or unspecified farm buildings due to a structural defect, faulty design or faulty workmanship when the farm buildings and/or unspecified farm buildings were constructed, extended, renovated or repaired.
- Where water enters the farm buildings and/or unspecified farm buildings through an opening made for any building, renovation or repair work.
- Caused directly or indirectly by steam, condensation or oxidation.
- To farm property in the open air unless such farm property is designed to function without the protection of walls or a roof.
- To shade cloth, plastic and or textile dam liners and covers.

We will not cover your farm property for accidental damage or accidental loss caused by or arising from the following:

- ◆ Landslide or subsidence
Landslide or subsidence, except as described earlier in this section.

- ◆ Movement of earth
Settling, shrinkage or any movement of the earth.
- ◆ Flood
- ◆ Gradual deterioration
Rust, corrosion, gradual deterioration, wear or tear, fading, scratching or marring, developing flaws, normal maintenance or repair.
We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.
- ◆ Vermin, atmospheric conditions and disease
Insects, termites, vermin, oxidation, mildew, mould, contamination or pollution, wet or dry rot, change of colour, dampness, variations in temperature, evaporation, disease, change in flavour texture or finish, or smut, soot or smoke from industrial operations, failure to monitor coolant or liquid nitrogen levels.
We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.
- ◆ Tree roots
Roots from trees, plants, shrubs or grass.
- ◆ Chemicals
Any process of cleaning involving the use of chemicals, other than domestic household chemicals.
- ◆ Defects, faulty workmanship, design or storage
A defect in an item, faulty workmanship, structural defect, faulty design, faulty packing or faulty storing.
We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.
- ◆ Vandalism
Vandalism by a tenant.
- ◆ Theft
We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.
- ◆ Deliberate or intentional acts
Deliberate or intentional acts that are done by a tenant, or by you, or by people under your direction or control.

- ◆ Breakdown

Mechanical, electrical, hydraulic or electronic breakdown.

We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.
- ◆ Data or media failure

Data processing or media failure, breakdown or malfunction of the processing system, including operator error or omission.
- ◆ Fraudulent or dishonest acts

Fraudulent or dishonest acts by you or anyone acting on your behalf, or any of your employees. This also includes claims arising from trickery, embezzlement, forgery, erasure, or any misappropriation.
- ◆ Shortages or disappearances

Unexplained shortages or disappearances.
- ◆ Shortage in supply or delivery

Shortage in the supply or delivery of materials to or by you.
- ◆ Demolition

Demolition ordered by any government authority.
- ◆ Incorrect siting
- ◆ Testing or experimentation

Testing, intentional overloading or experiments of any kind.
- ◆ Faults or defects

Faults or defects that you or your employees were, or ought to have been, aware of before this insurance was arranged, extended, varied or renewed.
- ◆ Application of heat

Heating, any process of heat treatment or direct application of heat, or the use of tools on the farm property.

We will pay for any resultant damage that may occur, provided that the resultant damage is caused by an event that is covered under 'Cover 2 – Accidental Damage'.
- ◆ Failure of supply

The failure of any water, gas, electric or fuel supply.
- ◆ Strikes, labour disturbances

The stopping of work, in total or in part, or interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers.

Additional things we will pay for when you have insured your farm buildings, farm contents and farm improvements

We will pay the following, in addition to the sum insured, unless shown otherwise. We will pay these on the basis of the cover you have selected, i.e. 'Cover 1 – Listed Events' or 'Cover 2 – Accidental Damage'. In respect of employee property, we will pay on the basis of 'Cover 1 – Listed Events'.

- ◆ Legal costs to discharge mortgages

We will pay your legal costs to discharge your mortgage if your claim for the farm buildings is for a total loss. The most we will pay is up to 10 per cent of the sum insured for the farm buildings.
- ◆ Demolition and removal of debris

We will pay the reasonable costs of demolishing and removing any farm property debris when damage occurs. The most we will pay is up to 10 per cent of the sum insured for the farm buildings and/or farm contents.
- ◆ Professional fees

We will pay the reasonable costs of architects', engineers', surveyors' and legal fees, except for legal costs to discharge your mortgage, when damage occurs. The most we will pay is up to 10 per cent of the sum insured for the farm buildings or \$2,000 whichever is the greater.
- ◆ Sum insured indexation

If you have a loss, we will increase the sum insured by the amount the Consumer Price Index (all groups) has increased since you took out your policy or last renewed it.
- ◆ Alterations and additions

We will automatically include the cost of any alterations and additions to your farm buildings during the period of insurance. The most we will pay for any farm buildings, in addition to the sum insured, is 10 per cent of the sum insured for the farm buildings.
- ◆ Newly constructed buildings

We will automatically include from completion, newly constructed farm buildings, for a period of 30 days or until next renewal whichever is the sooner. The most we will pay is the lesser of \$200,000 or the replacement cost of the farm buildings. If cover is required you must notify us in writing within 30 days and pay any additional premium required.

In the event of a loss during the 30-day period that results in a claim, you will be required to pay an additional premium to cover the newly constructed farm buildings.

◆ Fire extinguishment and prevention costs

We will pay the reasonable necessary costs to:

- Extinguish a fire at, or in the vicinity of, the farm property insured at the situation.
- Prevent or reduce damage to the farm property insured at the situation.
- Gain access after the damage has occurred to the farm property insured at the situation.
- Replenish your fire fighting apparatus after use in any of these events.

The most we will pay for any one event, or series of events, arising from the one source, for fire extinguishment costs under Sections 2, 3 & 5 combined, is \$10,000.

◆ Australia-wide coverage

Cover for farm contents or any specified items shown on your schedule is extended to anywhere in Australia.

Your farm contents are not insured if they:

- Are on the way to, from, or in storage.
- Are in transit during a permanent removal.
- Have been removed permanently from your situation without our permission.

If you selected 'Cover 1 – Listed Events', cover for storm, rainwater, wind or impact by motor vehicles, motorcycles, mini-bikes, caravans or trailers:

- only applies when the farm contents are located in a building where you are staying.
- does not apply while the farm contents are in a tent, motor vehicle, caravan, trailer, aircraft or watercraft.

◆ Employee property

If an employee working at your situation brings clothing, tools and personal effects (excluding money) with them and they are not otherwise insured, we will regard those possessions as belonging to you. We will pay only if these employees are engaged in the business. In respect of employee property, we will pay on the basis of 'Cover 1 – Listed Events' The most we will pay if these possessions are lost or damaged is \$5,000 for any one employee limited to \$10,000 any one loss.

◆ Reinstatement of the sum insured

Following payment of a claim, you are fully insured again for the amount shown on your schedule, provided you pay or agree to pay any additional premium that may be required.

This does not apply when your claim is for a total loss as the cover for your farm buildings, farm contents and farm improvements ends.

Paying claims

Policy excess

For each event giving rise to a farm property claim, we will reduce the amount of the claim by the excess. The amount of your excess is shown on your schedule or in the policy.

Your excess will be increased:

- ◆ By \$250 for any claim for damage arising from an earthquake or tsunami. This damage must occur within 72 hours of the earthquake.
- ◆ By \$100 for any claim for damage arising from deliberate or intentional acts, malicious damage or vandalism.

How we pay a claim for your farm buildings and unspecified farm buildings

When damage occurs to the farm buildings and/or unspecified farm buildings, we will either:

- ◆ reinstate or repair the farm buildings and/or unspecified farm buildings to the condition they were in just before the damage occurred; or
- ◆ pay you the cost of reinstating or repairing the farm buildings and/or unspecified farm buildings to the condition they were in just before the damage occurred; or
- ◆ pay you the value of the farm buildings and/or unspecified farm buildings just before the damage occurred. We will reduce this payment by the value of the farm buildings and/or unspecified farm buildings after the damage occurred.

We decide which one we will do.

If you selected the optional replacement cost benefit for farm buildings, this will be shown on your schedule as "replacement cost".

If you have selected this benefit, we will pay the cost of rebuilding your farm buildings or repairing the damaged portions to the same condition as they were when new. We will also pay any further costs required for your farm buildings to comply with government or local authority bylaws. This benefit does not apply over and above the sum insured. We will not pay these costs if the sum insured is insufficient to meet the total costs involved in rebuilding or, reinstating the farm buildings.

We will not pay these additional costs if you were required to comply with these bylaws, and had not done so, before the damage occurred.

Rebuilding or repairing your farm buildings must commence within six months of the damage occurring. If it does not commence within six months, we will settle your claim on the basis that your cover does not include the replacement cost benefit.

We will try to match any material used to repair the farm buildings with the original materials. If we cannot, we will use the nearest equivalent available to the original materials.

We will not pay any costs for replacing undamaged property.

If the damage was caused by liquid that escaped from a bath, basin, sauna, spa, shower base or shower wall, we will pay the costs to repair the farm buildings.

We will not pay the costs to repair or replace the bath, basin, sauna, spa, or the shower base or shower wall.

How we pay a claim for farm contents, specified farm improvements and specified items, other than growing crops inside buildings or livestock permanently kept inside buildings

When damage occurs to farm contents, specified farm improvements and/or specified items, which are up to 15 years old, we will either:

- ◆ replace the property with the nearest equivalent new property; or
- ◆ repair the property to the condition it was in when new; or
- ◆ pay you the cost of replacement or repair.

We decide which one we will do.

When damage occurs to farm contents, specified farm improvements and/or specified items, which are over 15 years old, we will do one of the following:

- ◆ replace the property with property of the same condition. The replacement property will be no better than the property replaced; or
- ◆ repair the property to the same condition it was in just before the damage; or
- ◆ pay you the cost of replacement or repair. Our payment will be reduced to allow for wear, tear and depreciation.

We decide which one we will do.

How we pay a claim for farm contents, which are growing crops inside buildings or livestock permanently kept inside buildings

When damage occurs to growing crops in buildings or livestock permanently kept in buildings, we will pay the market value of the growing crops or livestock at the time of the loss. The market value is the saleable value of the growing crop or livestock at the time of damage or loss.

How we pay a claim for farm improvements

When damage occurs to farm improvements, we will either:

- ◆ reinstate or repair the farm improvements to the condition they were in just before the damage occurred; or
- ◆ pay you the cost of reinstating or repairing the farm improvements to the condition they were in just before the damage occurred; or
- ◆ pay you the value of the farm improvements just before the damage occurred.

We decide which one we will do.

We will not pay any costs to demolish, reinstate or repair any above ground property that may be required, following a loss to below ground infrastructure.

The most we will pay

The most we will pay you for a claim under Section 2 of this policy, is the sum insured shown on your schedule, unless otherwise indicated in this section.

Section 3

Farm Machinery and Working Dogs

What is insured

The property set out on your schedule is insured if it is destroyed, lost or damaged. It is insured only if you own, or are liable for, the property.

The insurance cover you select

When you take out your insurance under this section, you will be covered for the listed events shown in this section. These are shown under the heading 'Cover – Listed Events'.

This will apply to farm machinery, unspecified farm machinery and working dogs shown on your schedule.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Current value means the cost of replacing an item subject to allowance for wear, tear and depreciation.
- ◆ Farm buildings in this section mean the same as defined in Section 2.
- ◆ Farm machinery means:
 - Any agricultural machinery or towed implements used in the business.
 - Any self-propelled machinery used in the business.
 - Any motorcycles, mini-bikes, trailers used in the business.
- ◆ Unspecified farm machinery means farm machinery that is not specified on your schedule. We will show this as unspecified farm machinery on your schedule.
- ◆ Working dog means a dog used in connection with the business.

Limit for the value of unspecified farm machinery

Where you have insured unspecified farm machinery, and this is shown on your schedule, the most we will pay for any one item of unspecified farm machinery is \$2,500 or the current value, whichever is the lesser.

The most we will pay you for all unspecified farm machinery is the sum insured shown on your schedule.

Cover – Listed Events

We will cover your farm machinery and unspecified farm machinery, shown on your schedule, for the listed events below while they are at the situation and anywhere in Australia. There must be damage or loss from one of these events to the farm machinery or unspecified farm machinery for you to make a claim.

- ◆ Fire or explosion.
- ◆ Lightning or thunderbolt.
- ◆ Earthquake, or tsunami.
- ◆ Vandalism. You are not covered for vandalism by a tenant.
- ◆ Deliberate or intentional acts other than vandalism and theft. This cover does not apply if the deliberate or intentional act is done by a tenant.
- ◆ Riots, civil commotions, industrial or political disturbances.
- ◆ Impact by an aircraft, spacecraft or satellite, or anything dropped from them.
- ◆ Impact by vehicles or watercraft, at the situation.
- ◆ Impact by a falling tree or part of a tree. We will also pay the cost of removing and disposing of the fallen tree or parts.

We will not pay if the damage is caused when you cut down or remove branches from a tree or you have someone do it for you.

- ◆ Storm, rainwater or wind. We will not pay for storm, rainwater or wind damage to farm machinery or unspecified farm machinery:
 - Where water enters the farm buildings because of a structural defect, faulty design or faulty workmanship when the farm buildings were constructed, extended, renovated or repaired.
 - Where water enters the farm buildings through an opening made for any building, renovation or repair work.

We will cover your working dogs specified on your schedule for death only, anywhere in Australia, due to any of the listed events above.

When we will not pay

We will not cover your farm machinery or unspecified farm machinery against loss or damage caused by or arising from:

- ◆ Utility supplies
The failure of any water, gas, electric or fuel supply.
- ◆ Strikes and labour disturbances
The stopping of work, in total or in part, or interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers.

◆ Breakdown

Mechanical, hydraulic, electrical or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device or temperature-controlling equipment.

This includes damage to goods maintained in a temperature-controlled environment where the loss or physical damage occurred due to the mechanical, hydraulic, electrical or electronic breakdown of the temperature-controlled equipment.

See also 'What all sections of this policy do NOT cover' on pages 11 and 12

Additional things we will pay for when you have insured farm machinery

We will pay the following, in addition to the sum insured, unless shown otherwise in the policy.

◆ Legal costs

We will pay your legal costs to discharge your mortgage if your claim for farm machinery is for a total loss. The most we will pay is up to 10 per cent of the sum insured for the item of farm machinery.

◆ Removal of debris

We will pay the reasonable costs of demolishing and removing any debris when insured damage occurs.

The most we will pay is up to 10 per cent of the sum insured for the item of farm machinery, or \$2,000, whichever is the greater.

◆ Fire extinguishment and prevention costs

We will pay the reasonable necessary costs to:

- Extinguish a fire at or in the vicinity of the farm machinery insured at the situation.
- Prevent or reduce damage to the farm machinery insured at the situation.
- Gain access after the damage has occurred to the farm machinery insured at the situation.
- Replenish your fire fighting apparatus after use in any of these events.

The most we will pay for any one event, or series of events, arising from the one source, for fire extinguishment costs under Sections 2, 3 & 5 combined, is \$10,000.

◆ Reinstatement of sum insured

Following payment of a claim, you are fully insured again for the amount shown on your schedule, provided you pay or agree to pay any additional premium that may be required.

This does not apply when your claim is for a total loss as the cover for farm machinery will end.

Additional things we will pay for when you have insured working dogs

We will pay the following, in addition to the sum insured for working dogs, unless shown otherwise in the policy.

The cover for working dogs is only for death due to a listed event, except claims for:

◆ Veterinary treatment

The reasonable cost of necessary veterinary treatment and supplies to restore any working dog to health following an injury by a listed event, provided that it is an economic proposition to do so.

◆ Necessary humane destruction

The loss of any working dog due to necessary humane destruction after the working dog has been injured due to a listed event.

◆ Disposal of carcass

The cost of disposing of any working dog that has died as a result of a listed event.

We will pay up to 10 per cent of the working dogs sum insured for these benefits provided that this sum insured has not been exhausted.

Paying claims

Policy excess

For each event giving rise to a farm machinery, unspecified farm machinery or working dogs claim, we will reduce the amount of the claim by the excess. The amount of your excess is shown on your schedule or in the policy. Your excess will be increased by \$100 for any claim for damage arising from deliberate or intentional acts and malicious damage, including vandalism.

How we pay a claim for your farm machinery, unspecified farm machinery and working dogs

When damage or loss occurs to any item of farm machinery and/or unspecified farm machinery, we will either:

- ◆ reinstate or repair the item of farm machinery and/or unspecified farm machinery to the condition it was in just before the damage occurred; or
- ◆ pay you the cost of reinstating or repairing the item of farm machinery and/or unspecified farm machinery to the condition it was in just before the damage occurred; or
- ◆ pay you the value of the item of farm machinery and/or unspecified farm machinery just before the damage occurred.

We decide which one we will do.

For any claim for the death of a working dog, we will pay you the market value of the dog at the time of death, or the sum insured shown on your schedule, whichever is the lesser. The market value is the saleable value of the working dog at the time of death.

The most we will pay

The most we will pay you for a claim under Section 3 of this policy, is the sum insured shown on your schedule, unless otherwise indicated in this section.

Section 4 Theft

What is insured

The property set out on your schedule is insured for theft or any attempted theft. It is insured only if you own, or are liable for, the property.

The insurance cover you select

When you take out your insurance under this section, you will be covered for theft or any attempted theft of any farm contents, specified farm machinery and specified items shown on your schedule.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

Farm buildings in this section means the same as defined in Section 2.

Farm contents in this section means the same as defined in Section 2. This does not include cash, money orders, unused postage and revenue stamps, franking machine contents, traveller's cheques, securities and other negotiable instruments.

Specified farm machinery in this section means the same as farm machinery defined in Section 3.

Specified items means those items that are shown on your schedule as specified items.

When we will pay

We will cover your farm contents, farm machinery, specified farm machinery and specified items, shown on your schedule, against theft or attempted theft occurring anywhere at the situation.

We will cover your specified farm machinery and specified items, shown on your schedule against theft, or attempted theft occurring away from the situation anywhere in Australia, other than as set out below.

We will not cover the specified farm machinery and specified items for theft or attempted theft:

- ◆ While they are in storage, being transported for storage, or permanently removed from the situation.
- ◆ From an unlocked vehicle.

Additional things we will pay when you have insured for theft

We will pay the following, in addition to the sum insured, unless shown otherwise in the policy.

- ◆ Keys and Locks

If, as a result of theft, or attempted theft, your keys, locks or combinations are stolen, or if there is reasonable grounds to suspect they have been copied, we will pay for their replacement. If your keys or combinations are stolen, we will pay the cost of opening locked safes.

Paying claims

Policy excess

For each event giving rise to a farm buildings, farm contents, specified farm machinery or specified items claim, we will reduce the amount of the claim by the excess. The amount of your excess is shown on your schedule or in the policy.

When we pay a claim for farm buildings, farm contents, specified farm machinery and specified items, the excess will only be applied once.

How we pay a claim for theft

When you make a claim for your farm contents, specified farm machinery and/or specified items, we will either:

- ◆ reinstate or repair the item of farm contents, specified farm machinery and/or specified items to the condition it was in just before the damage occurred; or
- ◆ pay you the cost of reinstating or repairing the item of farm contents, specified farm machinery and/or specified items to the condition it was in just before the damage occurred; or
- ◆ pay you the value of the item of farm contents, specified farm machinery and/or specified items just before the loss or damage occurred.

We decide which one we will do.

When damage occurs to farm buildings, we will settle your claim on the same basis as that shown in Section 2, 'How we pay a claim for your farm buildings and unspecified farm buildings', on page 31 of this policy.

The most we will pay

The most we will pay you for a claim under Section 4 of this policy is the sum insured shown on your schedule, unless otherwise indicated in this section.

◆ Temporary protection

If damage or loss occurs to farm buildings during theft or attempted theft, we will pay the costs and expenses reasonably and necessarily incurred for the temporary protection and safety of the farm buildings insured before being repaired or replaced. The most we will pay is \$2,500.

We will only pay the following if the sum insured on farm contents is not exhausted.

◆ Damage to farm buildings

We will pay you for damage or loss to farm buildings as a result of theft or any attempted theft.

◆ Employee's property

We will pay for damage to or loss of employee's tools or personal property, which occurs during theft or attempted theft following forcible entry at the property. The most we will pay is \$1,000.

We will only pay the following if the sum insured on farm machinery has not been exhausted.

◆ Recovery of specified farm machinery

We will also pay for the reasonable costs necessary to recover or return any farm machinery that is insured as a specified item in this section. The most we will pay is \$2,500.

Reinstatement of sum insured

Following payment of a claim you are fully insured again for the amount shown on your schedule provided you pay or agree to pay any additional premium that may be required.

We will only reinstate your cover once per policy period. This does not apply when your claim is for a total loss, as the cover for theft will end then.

When we will not pay

We will not pay for loss or damage to farm contents, specified farm machinery and/or specified items due to:

- ◆ Unexplained shortages and disappearances.
- ◆ Theft or attempted theft by you or any member of your family who normally lives with you, or by any person acting on your behalf.
- ◆ Theft or attempted theft by employees.
- ◆ Theft or attempted theft from any road vehicle.

We will pay if:

- The vehicle is fully enclosed with all doors, windows, windscreen and boot closed and securely locked, and if the vehicle has been broken into by violent and forcible means; or
- The vehicle is at the situation.

See also 'What all sections of this policy do NOT cover' on pages 11 and 12.

Section 5

Hay, Grain, Fencing, Livestock and Farm Trees

What is insured

The property set out on your schedule is insured if it is destroyed, lost or damaged. It is insured only if you own, or are liable for, the property.

The insurance cover you select

When you take out your insurance under this section, you will be covered for the listed events shown in this section. These are shown under the heading 'Cover – Listed Events'. This cover will apply to any hay, grain, fencing, livestock and farm trees shown on your schedule.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Farm trees means trees used as windbreaks, for shade or soil erosion control. These do not include any domestic gardens or any plantations grown for commercial timber production or any other commercial use.

- ◆ Fencing means all gates and fences including electric fences, transformers and energisers, forming part of the boundaries of the situation (owned or shared), subdivisions, stockyards, pens or crushes.

This does not include hedges or fencing forming part of farm buildings as defined in Section 2.

- ◆ Hay means grass, herbage or other plant material grown for fodder that is baled, rolled, stacked or stored.
- ◆ Grain means any type of seed crop stored on the farm for feed or sale.
- ◆ Livestock means any type of farm animals specified on your schedule. This does not include domestic animals or working dogs.

Cover – Listed Events

For hay, grain, fencing and livestock, we will cover you for loss or damage caused by:

- ◆ Fire or explosion.
- ◆ Lightning or thunderbolt.
- ◆ Earthquake, or tsunami.

- ◆ Vandalism. You are not covered for vandalism by a tenant.
- ◆ Deliberate or intentional acts other than vandalism and theft. This cover does not apply if the deliberate or intentional act is done by a tenant.
- ◆ Riots, civil commotions, industrial or political disturbances.
- ◆ Impact by an aircraft, spacecraft or satellite, or anything dropped from them.
- ◆ Impact by a falling tree or part of a tree. We will also pay the cost of removing and disposing of the fallen tree or parts.

We will not pay if the damage is caused when you cut down or remove branches from a tree or you have someone do it for you.

- ◆ Impact by a falling television or radio antenna, mast or dish.
- ◆ Impact by any animal or bird that is not kept at your situation. This does not include any animal or bird attacking, eating, chewing, clawing or pecking your hay, grain, fencing or livestock.
- ◆ Impact by vehicles and watercraft.

For hay and grain, we will also cover you for loss or damage caused by:

- ◆ Storm, rainwater or wind.

We will not pay for storm, rainwater or wind damage:

- Where water enters the farm buildings because of a structural defect, faulty design or faulty workmanship when the farm buildings were constructed, extended, renovated or repaired.
- Where water enters the farm buildings through an opening made for any building, renovation or repair work.
- To hay and grain that is not in a farm building.

For farm trees, we will cover you for loss or damage caused by:

- ◆ Fire.
- ◆ Vandalism. You are not covered for vandalism by a tenant.
- ◆ Deliberate or intentional acts other than vandalism and theft.

This cover does not apply if the deliberate or intentional act is done by a tenant.

Additional things we will pay for when you have insured your hay, grain, fencing, livestock and farm trees

We will pay the following, in addition to the sum insured, unless shown otherwise in the policy.

Fencing

- ◆ The reasonable costs of demolishing and removing any fencing debris when insured damage occurs. The most we will pay is up to 10 per cent of the sum insured for fencing or \$2,000 whichever is the greater.
- ◆ Replacement of fencing after loss or damage caused by a listed event may be carried out at another site at the situation to suit your requirements. We will not pay more than if the replacement was carried out at the original site.

Livestock

Claims for theft of livestock where the livestock is specified in the schedule. The most we will pay is \$500 for any one animal and \$2,500 for all theft claims arising out of the one event.

The most we will pay for all theft claims in any one period of insurance is \$5,000.

Veterinary treatment

The reasonable cost of veterinary treatment and supplies needed to restore any of the insured animals to health following an injury by a listed event, provided that it is an economic proposition to do so.

Cost of disposal

The cost of disposing of any animals that have died as a result of a listed event.

We will pay up to 10 per cent of the livestock sum insured provided that the sum insured has not been exhausted. Where the sum insured has been exhausted, we will pay up to \$2,000 in respect of the above benefit.

Australia-wide cover

Loss or damage from one or more listed events occurs anywhere in Australia.

We will not pay for loss or damage to livestock in transit, or livestock not belonging to you unless specified on the schedule.

Humane destruction

The loss of any animals results from necessary humane destruction after the animals have been injured due to a listed event.

Fire extinguishment and prevention costs

The reasonable necessary costs to:

- ◆ Extinguish a fire at or in the vicinity of the fencing and/or livestock insured at the situation.
- ◆ Prevent or reduce damage to the fencing and/or livestock insured at the situation.
- ◆ Gain access after the damage has occurred to the fencing and/or livestock insured at the situation.
- ◆ Replenish your fire fighting apparatus after use in any of these events.

The most we will pay for any one event, or series of events, arising from the one source, for fire extinguishment costs under Sections 2, 3 & 5 combined, is \$5,000.

Reinstatement of sum insured

Following payment of a claim, you are fully insured again for the amount shown on your schedule, provided you pay or agree to pay any additional premium that may be required.

This does not apply when your claim is for a total loss as the cover for your hay, grain, fencing, livestock and farm trees will end.

Paying claims

Policy excess

For each event giving rise to a hay, grain, fencing, livestock or farm trees claim, we will reduce the amount of the claim by the excess. The amount of your excess is shown on your schedule or in the policy.

Your excess will be increased:

- ◆ By \$250 for any claim resulting from impact by animals to hay and grain or fencing.
- ◆ By \$250 for any claim resulting from impact by vehicles to livestock.
- ◆ By \$100 for any claim for damage arising from deliberate or intentional acts or malicious damage, including vandalism.

When we pay a claim for hay, grain, fencing, livestock and farm trees, arising out of the same event, the excess will only be taken off once.

How we pay a claim for your hay and grain, fencing, livestock and farm trees

When damage or loss occurs to fencing, we will either:

- ◆ replace the fencing with the nearest equivalent new fencing; or
- ◆ repair the fencing to the condition it was in when new; or
- ◆ pay you the cost of replacement or repair.

We decide which one we will do.

We will try to match any material used to repair the fencing with the original materials. If we cannot, we will use the nearest equivalent available.

We will not pay any costs for replacing undamaged fencing.

For death of livestock resulting from a listed event, we will pay you the market value of the livestock at the time of death. You must provide, at your expense, information, veterinary certificates and satisfactory proof as to the cause of death and identity of the animal(s).

When damage or loss occurs to livestock as a result of a listed event, we will pay the difference between:

- ◆ the market value immediately prior to the damage or loss; and
- ◆ the market value immediately after the damage or loss.

When damage or loss occurs to hay or grain, we will pay you the market value of the hay or grain at the time of the damage or loss.

The market value is the saleable value of the hay, grain or livestock at the time of damage or loss.

When damage or loss occurs to farm trees, we will pay the reasonable costs of:

- ◆ removing and clearing the damaged trees; and
- ◆ preparing the area for replanting; and
- ◆ replacement seedlings for the damaged trees.

Special condition for claims for fencing and livestock

The cover we provide you under Section 5 for fencing and livestock is subject to what is called average. This means that if you have a claim for fencing and/ or livestock, and you have selected a sum insured that is less than the actual value of all your fencing and/ or livestock at the situation at the time of the loss, you may have to share in some of the loss.

To work out whether you have to share in some of the loss, we will use the following average formula.

$$\frac{\text{Sum insured}}{80\% \text{ of actual value}} \times \text{Amount of loss} = \text{What we will pay you (not to exceed the sum insured)}$$

We will not apply the average formula if:

- ◆ The sum insured is 80% or more of the actual value; or
- ◆ The claim is less than 10% of the sum insured.

You should ensure that your sum insured for fencing and/ or livestock represents the actual value. We can assist you if you require help in calculating the actual value or understanding how average affects you.

Where an item is insured under more than one section of the policy and a claim occurs, we will only pay loss or damage to the item under one section of the policy.

The most we will pay

The most we will pay you for a claim under Section 5 is the sum insured shown on your schedule, unless otherwise indicated in this section.

Section 6 Business Interruption

The insurance cover you select

When you take out your insurance under this section, you will be covered for the events as shown in this section. This cover will apply to farming continuation expenses and agistment income shown on your schedule.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Agistment income means the money that you are paid or is payable to you for the agistment of livestock. This only applies to livestock which do not belong to you and which are at the situation.
- ◆ Documents mean deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, computer disks, designs, business and accounting records, books, letters, certificates or forms or other similar materials. This does not include bearer bonds or coupons, bank or currency notes, other negotiable instruments or book debts.
- ◆ Farming continuation expenses mean the additional expenses that you incur to maintain your business activities at the situation on the same basis as the 12 months immediately before the destruction, loss or damage giving rise to a claim. This includes the costs necessarily and reasonably incurred to feed or agist livestock belonging to you including any required transport costs.
- ◆ Farm planning costs mean costs incurred for the future planning of the use of pasture and insured property following an insured loss.
- ◆ Indemnity period means the period beginning from the date of the destruction; loss or damage and ending no more than 12 months later, and during which time the results of the business are affected by the destruction, loss or damage.
- ◆ Livestock in this section means the same as defined in Section 5.
- ◆ Pasture means ground cover consisting of grass or herbage that is used, or is suitable, for the grazing of livestock.
- ◆ Property means business contents insured under Section 1, farm property insured under Section 2, farm machinery insured under Section 3, farm machinery and specified items insured under Section 4, hay, grain fencing or livestock insured under Section 5.

- ◆ Standard agistment income means the actual agistment income you earned during the 12 months prior to the start of the indemnity period.

If, at the start of the indemnity period, you have completed less than 12 months trading, standard agistment income means the agistment income you earned during the period between the date you started the business and the date of the destruction, loss or damage.

We may adjust this income as necessary to provide for the trend of the business and for variations or other circumstances, which would affect the business, either before or after the date of the destruction, loss or damage.

When we will pay

We will pay you for farming continuation expenses if your business is interrupted following a claim for insured destruction, loss or damage to:

- ◆ Property.
- ◆ Pasture as defined in this Section.
- ◆ Tractors and harvesters insured with us under our Farm Motor policy following a claim resulting from a listed event covered under 'Section 3 – Farm Machinery' or 'Section 4 – Theft'.

We will pay you for the loss of agistment income if your business is interrupted following destruction, loss or damage to pasture caused by fire, lightning or thunderbolt and which requires the movement of the agisted animals from your situation to another property.

Additional things we will pay when you have insured for farming continuation expenses and agistment income

We will pay the following in addition to the sum insured, unless shown otherwise in the policy:

- ◆ Farming continuation expenses only
 - **Restoring documents**

We will pay the costs necessarily and reasonably incurred by you in reinstating, replacing, reproducing or restoring documents belonging to you, including information contained in or on the documents. We will not pay the value of the information on the documents.
 - **Farm planning costs**

We will pay the costs necessarily and reasonably incurred for farm planning costs, but only in respect of property damaged or destroyed on which a claim has been admitted on this policy.

We will only pay the above provided the sum insured on farm continuation expenses has not been exhausted.

- ◆ Farming continuation expenses and agistment income

Accountants' fees

We will pay the costs necessarily and reasonably incurred by you for a qualified practicing accountant to produce or certify the bills, accounts or particulars required by us for any claim made under this section.

We will only pay these costs provided that the sums insured on farming continuation expenses and agistment income has not been exhausted.

- ◆ **Reinstatement**

Following payment of a claim, you are fully insured again for the amount shown on your schedule, provided you pay or agree to pay any additional premium that may be required.

This does not apply when your claim is for a total loss, as the cover for farming continuation expenses and agistment income will end upon payment of your claim.

Special conditions that apply to this section only

- ◆ We will not pay any claims if the destruction, loss or damage occurred after the business had been dissolved, permanently discontinued, wound up, sold or was in liquidation or receivership.
- ◆ You must produce any documents or evidence that we may require for the purpose of investigating or verifying your claim. This includes documents which are held by your regular accountant.

Paying claims

Policy excess

For each event giving rise to a farming continuation expenses or agistment income claim, we will reduce the amount of the claim by the excess. The amount of your excess is shown on your schedule or in the policy.

When we pay a claim for farming continuation expenses and agistment income, the excess will only be taken off once.

How we pay a claim for farming continuation expenses and agistment income

When a claim arises under this section, we will pay you the costs actually incurred during the indemnity period for farming continuation expenses.

For agistment income, we will pay you the difference between the standard agistment income and the agistment income earned during the indemnity period.

We will take into account any amount saved during the indemnity period, in respect of such charges and expenses of the business, as may cease or be reduced in consequence of the interruption or interference, in arriving at the final amount we will pay you.

The most we will pay

The most we will pay you for a claim under Section 6 is the sum insured shown on your schedule, unless otherwise indicated in this section.

Section 7 Business Liability

Introduction

This section forms part of the policy only if it is shown in the schedule. If so, it must be read together with the definitions, terms, conditions, exclusions and limitations expressed in the section 'Your policy' on pages 10 to 14 of this policy and the schedule.

The insurance cover you select

When you take out your insurance under this section, you will be covered for your legal liability as shown in the policy. This cover will apply up to the amount shown on your schedule as the limit of indemnity.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Agricultural vehicles means agricultural machinery used in the business including any trailer or implement attached thereto, but excluding any sedan, station wagon, utility, van or goods carrying vehicle.
- ◆ Aircraft means any vessel, craft or thing designed to transport people or goods in, or through, the air or space.
- ◆ Aircraft landing area means, any area on or from which aircraft land, take off, are housed, maintained or operated.
- ◆ Contract farming means any form of farming activity that you carry on for someone else, for your own financial reward.
- ◆ Damage to Property means:
 - physical damage to Property;
 - physical destruction of Property; or
 - loss of use of Property as a result of physical damage to, or physical destruction of, Property.
- ◆ Event means:
 - a single incident;
 - a series or number of incidents either having the same original cause or attributable to the one source; or
 - continuous or repeated exposure to substantially the same general conditions.
- ◆ Geographical limits means anywhere in the world;
 - but excludes North America for occurrences in connection with:
 - The performance of manual work.
 - The ownership, occupancy or tenancy of any building, land or structure.
 - An unknown defect in your products, exported to, processed, manufactured, assembled or sold in or supplied in North America, by you or on your behalf.
- ◆ Hovercraft means any vessel, craft or thing designed to transport people or goods over land or water, supported on a cushion of air.
- ◆ Legal costs mean:
 - the legal costs and expenses, that you incur with our written agreement, in defending a claim, for personal injury or damage to property, made against you; and
 - the legal costs and expenses of any claimant that you are liable to pay as a consequence of a claim made against you for personal injury or damage to property.
- ◆ Loading or unloading goods means the single action of transferring the weight of the goods (or of a portion of a consignment of goods) onto or from the vehicle.
- ◆ North America means:
 - the United States of America and Canada; and
 - any state or territory incorporated in, or administered by, or from, either the United States of America or Canada.
- ◆ Occurrence means personal injury or damage to property that:
 - is not intended by you and would not be expected by a reasonable person in your position;
 - is caused by an event; and
 - occurs:
 - within the geographical limits; and
 - during the period of insurance.
- ◆ Personal injury means:
 - Bodily injury, death, sickness, disease, disability.
 - Shock, fright, mental anguish.
 - False arrest, false imprisonment, wrongful detention, malicious prosecution.
 - Libel, slander, defamation of character, humiliation.
 - Wrongful eviction, wrongful entry or other invasion of privacy.

- ◆ Pollutants mean any solid, liquid, gaseous or thermal irritants or contaminants, including, but not limited to, smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- ◆ Products mean anything (after it has passed from your possession and control), including its packaging, that was manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, re-supplied or distributed by you in the course of your business.
- ◆ Unknown defect in your products means:
 - A defect in, or the harmful nature of, products.
 - A defect or deficiency in any direction or advice provided by you concerning the use of storage of products.
 - A failure by you to provide direction or advice concerning the use or storage of products; that was not known to, or reasonably suspected by you or your directors, partners, officers and employees before your products left your possession or control.
- ◆ Property means:
 - Physical property not in your possession or control.
 - Premises that you occupy for the purpose of your business.
 - Vehicles in your possession or control while in a car park:
 - owned, occupied, or leased by you;
 - not forming part of a building construction or work site; and
 - for the use of which you do not charge a fee.
- ◆ Vehicle means any type of machine on wheels, on skis or on self-laid tracks, designed to be moved other than by manual or animal power and includes any trailer or plant while attached to a vehicle. It does not include domestic garden appliances.
- ◆ Watercraft means any vessel, craft or thing designed to float on or in, or travel on, or through, water.
- ◆ Working tool means an item used for excavating, digging, grading, drilling, lifting, pumping, spraying, vacuuming and the like.

It does not include an item used for:

 - loading or unloading goods onto or from a vehicle, by use of a crane mounted on the vehicle; or
 - transit to or from or within a work site; or
 - transport or haulage.

When we will pay

We will pay the amount you are legally liable to pay for personal injury or damage to property due to an occurrence in connection with your business.

We will also pay the amount you are legally liable to pay for personal injury or damage to property due to an occurrence in Australia and in connection with your business, arising from:

- ◆ Your ownership or occupancy of any land, building or structure.
- ◆ Private work carried out for you by your employees.
- ◆ Any of the products.

We will also pay the amount you are legally liable to pay for personal injury or damage to property due to an occurrence outside Australia and in connection with your business, arising from:

- ◆ The performance of work by you or any of your employees who are normally resident in Australia other than the performance of any manual work outside Australia.
- ◆ Any of the products.

We will not pay for any claims brought against you in, or caused by products exported by you or any other party to, any country on the continent of North America.

Policy limitations

- ◆ The most we will pay for any personal injury or damage to property due to an occurrence (other than an occurrence in connection with pollutants or products) is the amount shown on your schedule as the limit of indemnity.
- ◆ The most we will pay for any personal injury or damage to property due to an occurrence in connection with pollutants, is the amount shown on your schedule as the limit of indemnity, less the sum of indemnities that we have already paid for personal injury or damage to property in connection with pollutants that arose during the period of insurance.
- ◆ The most we will pay for any personal injury or damage to property due to an occurrence in connection with products, is the amount shown on your schedule as the limit of indemnity less the sum of indemnities that we have already paid for personal injury or damage to property in connection with products that arose during the period of insurance.
- ◆ Where an Occurrence is caused repeatedly, progressively or continuously by one Event, all of the Personal Injury or Damage to Property caused by that Event shall be deemed to be a single Occurrence.
- ◆ Personal Injury or Damage to Property that is discovered before the Period of Insurance shall not be an Occurrence.

- ◆ Where we are indemnifying more than one legal entity, for personal injury or damage to property in respect of the one occurrence, the maximum amount we will pay in total for all legal entities we are indemnifying, shall be the limit of indemnity shown in the schedule.
- ◆ For damage to property or personal injury arising from fire or explosion, the most we will pay in total for all claims during any one period of insurance, is the amount shown on your schedule as the limit of indemnity.

Excess

The excess shall apply to each occurrence.

Additional things we will cover when you have insured for business liability

Where you have insured under this section, we will automatically extend your policy to include your legal liability for the following. All the terms and conditions of the policy will apply to these additional benefits unless we indicate otherwise.

- ◆ **Legal costs**
We will pay the legal costs and expenses that are incurred in the handling of any claim under this section. The amount we will pay is in addition to the amount shown on your schedule as the limit of indemnity except where claims are subject to or determined by the law in North America, when indemnity for your legal costs shall be limited to the amount by which the applicable limit of indemnity is not exhausted by the indemnity for personal injury or damage to property.
- ◆ **Cover for others**
Provided that they observe, fulfil and are subject to definitions, terms, conditions and exclusions of this section, we will also indemnify, as though they were you, the following that are not named in the schedule:
 - Any party with whom you have entered into an agreement for the purpose of your business, but only for occurrences for which you would be liable in the absence of the agreement and only to the extent that the agreement requires you to indemnify that party in relation to that occurrence.
 - Any of your directors, partners, officers or employees, but only for liability incurred by them while acting within the scope of their duties in such capacity.
 - Any canteen, or social or sporting club, or first aid, fire or ambulance service provided by you and incidental to the business.
- ◆ **Cross liabilities**
Where more than one legal entity is insured under this section, we shall indemnify you against your liability for personal injury or damage to property

to another insured as if that other insured were not a party to the policy.

- ◆ **Loss of goods in your possession or legal control**
We will also indemnify you against your liability for physical loss of, or loss of use of, property or livestock that is in your possession or legal control, as though it were damage to property, if the loss was not caused by physical damage or destruction. The most we will pay under this additional benefit for all liability, for all the parties we are indemnifying, arising during the period of insurance, is \$10,000.
- ◆ **Damage to goods in your possession or legal control**
We will indemnify you against your liability for physical damage to or physical destruction of property or livestock that is in your possession or legal control as though it were damage to property.
We will pay up to \$50,000 any one occurrence for livestock and up to \$200,000 any one occurrence for other property.
The most we will pay under this benefit for all liability, for all the parties we are indemnifying, arising during the period of insurance, is \$250,000.
- ◆ **Lease or tenancy agreements**
We will pay the amount you are legally liable to pay for personal injury or damage to property, which happens during the period of insurance, due to an occurrence arising from any lease or tenancy agreement that you have entered into for your occupancy of land, buildings or structures in connection with your business.
The most we will pay for any personal injury or damage to property, due to an occurrence, is the amount shown on your schedule as the limit of indemnity.
We will not pay for any liability under this benefit for:
 - Any liquidated damages or penalties.
 - Any breach or non-performance of covenants or conditions relating to the use, maintenance and upkeep of the land, buildings or structures.
 - Your obligations to hold insurance over the land, buildings or structures.
- ◆ **Ramps, motor bypasses, railway crossings**
We will pay the amount you are legally liable to pay for personal injury or damage to property, which happens during the period of insurance, due to an occurrence arising from any guarantee given by you, in accordance with any statutory requirement, for any ramp, motor bypass, underpass, railway crossing, irrigation channel or water main.

The most we will pay for any personal injury or damage to property, due to an occurrence, is the amount shown on your schedule as the limit of indemnity.

◆ Registered agricultural vehicles

We will pay the amount you are legally liable to pay for damage to property, which happens during the period of insurance, due to an occurrence arising directly or indirectly from your ownership, physical or legal control, or use by you or on your behalf, of any agricultural vehicles which are registered.

We will not pay if the occurrence happens more than 50 kilometres from the situation, unless the agricultural vehicles are being serviced or repaired or in direct transit to or from being serviced or repaired.

The most we will pay for any damage to property, due to an occurrence, is the amount shown on your schedule as the limit of indemnity.

Additional things you can insure for under business liability

You may extend your policy to include the following cover. If we have agreed to extend your policy, this will be shown on your schedule and all the terms and conditions of the policy will apply to this benefit unless we indicate otherwise.

Aircraft landing area – where a fee is charged.

We will pay the amount you are legally liable to pay for personal injury or damage to property due to an occurrence, arising out of your ownership, occupancy or control of any property or structure at the situation, which is used as a aircraft landing area, for which a fee is charged.

The most we will pay under this benefit for all claims during any one period of insurance is the amount shown on your schedule as the limit of indemnity.

When we will not pay

We will not pay claims in respect of the following:

◆ Employers liability

Liability for personal injury to any person arising out of, or sustained in the course of, the employment of such person in your service, or through a breach of any duty owed to that person, where you:

- are indemnified or entitled to be indemnified (either in whole or in part) in respect of claims for damages under a policy of insurance (which expression includes arrangements made by you to provide accident insurance for your workers under a licence to self insure) arranged (whether required by law or not) in accordance with any workers' compensation legislation or accident compensation legislation; or

- would have been indemnified or entitled to be indemnified had you arranged a policy of insurance as required by such legislation.

◆ Employers liability (WA)

Liability for personal injury to any person arising out of, or sustained in the course of, the employment of such person in your service in Western Australia, other than a person of whom you are deemed to be an employer by reason only of Section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA).

◆ Mental anguish to employees

Liability for mental anguish suffered by any person arising out of, or in the course of, that person's employment by, or service to you.

◆ Harassment, libel, slander to employees

Liability for personal injury arising out of the harassment, libel, slander, defamation or humiliation of, or discrimination against, any person while in your service or while employed by you.

◆ Liability under previous workers' compensation legislation

Liability of a type for which indemnity previously would have been provided under a policy of insurance arranged in accordance with any workers' compensation legislation or accident compensation legislation, but for which indemnity has been withdrawn or reduced as a consequence of a change to the scope, terms, provisions, or requirements of such legislation made after the commencement of the current period of insurance of this policy.

◆ Other workers' compensation liability

Any other liability imposed by the provisions of any workers' compensation legislation or accident compensation legislation or any industrial award, agreement or determination.

◆ Fines and penalties

Liability for fines or penalties, or punitive, exemplary or aggravated damages.

◆ Building and demolition

Liability in connection with:

- The erection, demolition or alteration of or addition to buildings not owned or occupied by you.
- The erection, demolition or alteration of or addition to buildings owned or occupied by you where the total cost of the alteration or addition exceeds \$100,000.

◆ Faulty workmanship

Liability to perform, complete or rectify any work undertaken by you or on your behalf, or to pay the cost of performing, completing or rectifying such work.

- ◆ **Contract farming**
Liability arising out of contract farming. This will not apply where contract farming income does not exceed the greater of 10 per cent of your farming income or \$50,000.
- ◆ **Vibration and removal of support**
Liability for damage to property in connection with:
 - vibration; or
 - removal or weakening of, or interference with, support to land, buildings or any other property.
- ◆ **Aircraft landing area**
Liability arising out of your ownership, occupancy or control of any property or structure which is used as an aircraft landing area where a fee is charged for the use of the aircraft landing area, unless your schedule shows you have taken out cover for aircraft landing areas.
We will not pay for any liability where an aircraft landing area does not conform with any legislation, regulations or codes of practice relating to landing areas.
- ◆ **Aircraft, hovercraft, watercraft**
Liability in connection with your ownership or physical or legal control of, or use by you or on your behalf of any:
 - Aircraft.
 - Hovercraft.
 - Watercraft greater than eight metres in length, except while stored on land.
- ◆ **Cranes**
Liability arising from the use of any crane where:
 - you have failed to observe and enforce observance, of all the proper requirements, safeguards, and precautions as required by any statutes or regulations imposed by any public authority; or
 - the crane is used in an unsafe condition, unless you can prove that the personal injury or damage to property was not caused by or contributed to by the use of that crane in an unsafe condition.
- ◆ **Vehicles**
 - Liability for personal injury or damage to property in connection with a vehicle when that vehicle is required by law to be registered, or to have compulsory indemnity cover against your liability, or when such indemnity cover is in force.
 - Liability for damage to property in connection with a vehicle that is registered.

This does not apply to claims arising from the use of a registered agricultural vehicle as set out in the additional benefit concerning registered agricultural vehicles in this section.

These exclusions will not apply where liability arises from:

- The delivery of goods to the vehicle before the loading of goods onto the vehicle, or arises from the collection of goods from the vehicle after the unloading of the goods from the vehicle.
- The use of the vehicle, or plant or attachment to the vehicle, as a working tool.

- ◆ **Libel or slander**

- Liability in connection with the publication or utterance of a libel or slander:
 - Made before the commencement of the period of insurance.
 - Made by you or at your direction with the knowledge of its falsity.
 - Related to publishing, advertising, broadcasting or telecasting activities conducted by you or on your behalf.

- ◆ **Treatment, design and professional risks**

Liability caused by or arising out of your performance or failure to perform the:

- Rendering or failing to render professional advice or service.
- Prescription or administration of treatment of or to persons, (including, but not limited to, grooming, beauty, cosmetic, pharmaceutical and therapeutic treatment) other than first aid.
- Making or formulating a design or specification within the architectural, engineering, scientific, actuarial, statistical, economic, financial, medical, or chemical domain.
- Rendering of advice (other than advice in respect of the use or storage of your products) for a fee.

- ◆ **Product defects**

Liability arising from any defect in any of the products, of which you, or any of your employees, knew or ought to have known when the product passed from your physical custody or control.

- ◆ **Reinstatement or replacement of products**

Liability to:

- reinstate, repair or replace products; or
- pay the cost of reinstating, repairing or replacing products; where the damage was caused by those products.

- ◆ **Aircraft products**

Liability caused by any of the products manufactured for and installed, or intended to be installed, in an aircraft.

- ◆ **Product inefficiency**
Liability as a result of the inefficiency or ineffectiveness of any products.
 - ◆ **Product recall**
Liability to pay:
 - For the cost of recall, withdrawal from sale, inspection, repair or replacement of your products.
 - For the cost of investigation into the cause of any defect.
 - In connection with the loss of use of your products.
 - ◆ **Earthquakes, riots and strikes**
Liability in connection with:
 - Earthquake, subterranean fire, volcanic eruption.
 - Riot, strikes, civil commotion.
 - ◆ **Ramps and motor bypasses**
Your legal liability arising from any agreement or contract you enter into. This does not apply if you would have been liable without the agreement or contract. This also does not apply to lease or tenancy agreements or contractual liability for ramps and/or motor bypasses or irrigation channels as set out in this section under, 'Additional things we will cover when you have insured for business liability'.

We will pay for your legal liability for personal injury or damage to property arising under any other agreement entered into by you, if we have consented in writing to cover you for this agreement, and it is shown on your schedule.
 - ◆ **Pollution**
Your liability:
 - In connection with pollution occurring in North America or subject to jurisdiction of North America.
 - To pay the cost of preventing the discharge, dispersal, release or escape of pollutants.
 - For an occurrence in connection with the discharge, dispersal, release or escape of pollutants; or the cost of testing, monitoring, containing, removing, cleaning up or neutralizing pollutants.

This exclusion shall not apply where discharge, dispersal, release or escape of pollutants:

 - is caused by a single accident;
 - is instantaneous;
 - is clearly identifiable; and
 - is confined to one specific location.
 - ◆ **Foreign non-admitted cover**
Liability under the law of any country, state or territory (outside the Commonwealth of Australia) that requires such liability to be insured or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance or security.
 - ◆ **Aerial application**
Liability due to any material or substance being applied to land or anything grown on the land by an aircraft.
 - ◆ **Genetically modified organisms**
Liability in connection with personal injury or damage to property or any loss whatsoever, caused by or arising out of, any genetically modified product, grown, stored, sold, transported, processed, handled or distributed by you where the personal injury, damage to property or loss has been caused by, contributed to, or has arisen through your non-compliance with any law, by-law, regulation, licensing condition or recognised standard for the growing, manufacture, handling, transport, storage, processing, sale, supply or distribution of any genetically modified product.
- See also 'What all sections of this policy do NOT cover' on pages 11 and 12

Paying claims

Policy excess

For each liability claim, we will reduce the amount of the claim by the excess. The amount of your excess is shown on your schedule or in this section.

How we pay a claim for your business liability

Please refer to 'How to make a claim under your policy' and 'What you must do when you make a claim' and 'What you must do when you make a claim' in the 'Your policy' section at the front of this policy.

Special conditions

- ◆ You must:
 - Take all reasonable precautions to prevent:
 - Personal injury or damage to property.
 - The manufacture, sale or supply of defective products.
 - Comply with, and ensure that your employees, servants and agents comply with, all laws, bylaws, regulations and recognised standards for the safety of persons or property.

Section 8 Machinery Breakdown

What is insured

The property set out on your schedule is insured if it is destroyed, lost or damaged. It is insured only if you own, or are liable for, the property.

The insurance cover you select

When you take out your insurance under this section, you will be covered for breakdown as shown in this section. This cover will apply to any electrical machinery, electronic equipment, mechanical machinery or specified items shown on your schedule at the situation.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Breakdown means unforeseen and unexpected physical destruction or damage to the machinery or electronic equipment specified on your schedule, which needs repair or replacement to allow normal working to continue.
- ◆ Collapse means the sudden distortion, bending or crushing of the permanent structure of pressure equipment caused by force of steam, gas or fluid pressure or vacuum, including damage caused by overheating resulting from insufficiency of water.
- ◆ Contamination of milk means the accidental contamination of milk in the dairy due to:
 - Contact with cleaning agents or refrigerants used in the dairy.
 - The introduction of foreign material (other than bacteria) into the milk.
 - The rise and fall in temperature due to failure of the dairy plant insured by this policy.
 - The failure of the public electricity supply at the terminal point of the supplier's feed to the situation. This failure must be caused by a breakdown of the supplier's system and not by a deliberate act of the supplier unless performed for the sole purpose of safeguarding life or protecting a part of the supplier's system.
- ◆ Dairy plant means a bulk milk vat including, but not limited to, all of the associated motors and compressors; milk transport pumps; milking machinery pumps and motors; wash down pumps and motors.

- Ensure that only competent employees use, operate, maintain and service plant and equipment.
- Maintain all premises, fittings, plant and equipment in sound condition.
- Take immediate action to trace, recall or modify all products that you know or have reason to suspect to contain a defect or deficiency.
- ◆ When you make a claim under this section, we shall have the right to conduct your defence, to instruct lawyers to provide advice as to your liability and to represent you.
- ◆ We may at any time pay to you the appropriate limit of liability (after deducting from it any amounts already paid) or any lesser amount for which a claim or claims may be settled. In doing so, we relinquish the conduct of, and shall be under no further liability in connection with, such claim or claims except for costs and expenses incurred before we made such payment.

- ◆ Deterioration of refrigerated goods means unforeseen and unexpected decay, contamination and putrefaction of refrigerated goods other than milk contained in a refrigerated vat, refrigerated room, refrigerator or freezer, which results from a rise or fall in temperature or contamination by contact with refrigerant gases.

This deterioration must be caused by:

- breakdown of the dairy plant, electrical machinery, electronic equipment, mechanical machinery or pressure equipment for which a claim has been admitted under this section or would have been admitted other than for the application of the excess; or
- a change in the concentration of gases in the refrigerated vat, refrigerated room, refrigerator or freezer, caused by breakdown; or
- contact with refrigerant gas leaking from the insured machinery; or
- the failure of the public electricity supply at the terminal point of the supplier's feed to the situation. This failure must be caused by a breakdown of the supplier's system and not by:
 - A deliberate act of the supplier unless performed for the sole purpose of safeguarding life or protecting a part of the supplier's system.
 - A scheme of rationing unless caused solely by breakdown of a part of the supplier's system.
- ◆ Electrical machinery means electric motors; sealed and semi-sealed refrigeration or air conditioning compressors; solenoid coils and transformer windings; electronic component parts; alternators or generators; switchboards and switchgear; all of which belong to you and are at the situation.
- ◆ Electronic data means removable media and data including programs and information installed on or stored on computer hard drives and removable media.
- ◆ Electronic equipment means computers, word processors, electronic data processing equipment or other electronic equipment specified in the schedule all of which belong to you and are at the situation.
- ◆ Explosion means sudden and violent rending of the permanent structure of the pressure equipment by force of internal steam, gas or fluid pressure (including pressure of ignited flue gasses) causing displacement of any part of the pressure equipment together with forcible ejection of its contents.
- ◆ Farm machinery in this section means the same as defined in Section 3.
- ◆ Mechanical machinery means machinery at the situation, which belongs to you.

This does not include:

- Gaming, gambling, amusement or vending machines, audio or visual entertainment equipment.
- Calculators, photocopiers, typewriters, computers, facsimile, mobile phones, pagers or other office machines.
- Telephone or closed circuit television installations.
- Farm machinery, motor vehicles, watercraft, aircraft or hovercraft. This includes anything made or intended to be stored in or mounted upon such farm machinery, motor vehicles, watercraft, aircraft or hovercraft.
- Boilers or pressure vessels.
- Machinery below ground level unless specified on your schedule.
- Electrical machinery.
- Electronic equipment.
- Wiring, fittings and outlet sockets of electric lighting or electric power circuits.
- ◆ Pressure equipment means those parts of the permanent structure of a boiler, pressure vessel, economiser or superheater and attaching pipe systems which are subject to steam, gas or fluid pressure or vacuum, all belonging to you or for which you are legally responsible or have assumed a responsibility to insure and which are specified in the schedule and whilst at the situation.
- ◆ Refrigerated goods in this section means goods produced at the situation and intended for commercial sale or use, and/or goods purchased for commercial use on the insured's property.

This does not include:

- Any produce intended for domestic consumption by the insured, insured's family, employees or employee's families.
- Semen or frozen embryos.

When we will pay

We will pay for destruction, loss or damage to the following property shown in the schedule, and while at the situation.

- ◆ The costs of repair following the breakdown of electrical machinery, electronic equipment, mechanical machinery and specified items listed in the schedule under machinery breakdown.
- ◆ Where blanket cover has been selected we will pay the repair costs following the breakdown of electrical machinery and mechanical machinery.
- ◆ Collapse and/or explosion of pressure equipment.

When we will not pay

We will not pay claims for the following:

Consequential loss

Consequential financial loss, loss of use, or other indirect loss.

Liquidated damages

Liquidated damages or penalties for delay or detentions, or in connection with guarantees of performance or efficiency.

Repair or replacement

Repair or replacement necessitated by:

- ◆ Wasting or wearing out of parts, caused by or resulting from ordinary use or working or gradual deterioration.
- ◆ Corrosion, cavitation, erosion, deposits of scale, sludge or other sediment.
- ◆ Any direct consequences of progressive or continuous influences from working, or atmospheric or chemical action, other than accidental contact with acids or other corrosive substances causing damage which manifests itself within 24 hours of such accidental contact.
- ◆ Rusting or scratching of painted or polished surfaces.

We will pay for other physical damage to electrical machinery, electronic equipment and mechanical machinery or pressure equipment insured by this section, resulting from such causes.

Removal of machinery and equipment

The cost of removal of electrical machinery, electronic equipment and mechanical machinery from a bore hole and subsequent replacement.

Electrical and mechanical machinery

Electrical machinery, electronic equipment and mechanical machinery where:

- ◆ Loss, destruction or damage is directly or indirectly caused by, or arises from:
 - Fire resulting from explosion (except caused by overheating of boilers) lightning, thunderbolt, spontaneous combustion, fermentation, heating or any process involving the direct application of heat.
 - Aircraft or other aerial devices or articles dropped there from, or sonic boom.
 - Earthquake, subterranean fire, volcanic eruption or tsunami.
 - Storm, tempest, rainwater, wind, hail, water from or action of the sea, tsunami, tidal wave, high water and flood.

- Water, liquids, or substances discharged, overflowing or leaking from apparatus, appliances, pipes or other systems unless such apparatus, appliances, pipes or other systems form part of the electrical machinery, electronic equipment or mechanical machinery.
- Riots, civil commotion, strikes or locked out workers, or persons taking part in labour disturbances, or acts of vandalism, or acts of any lawfully constituted authority in connection with the foregoing, cessation of work (whether total or partial).
- Explosion of pressure equipment.
- Chemical explosion.
- Attempts by civil authorities to prevent the spread of fire, theft or attempted theft.
- Unexplained inventory shortages or disappearances.
- Unloading on delivery to, or loading prior to dispatch from the situation.
- Incorrect siting, demolitions ordered by Government or Public or Local Authorities.
- Erosion, subsidence, or collapse or any other movement of earth.
- Testing or commissioning, intentional overloading or experiments.
- 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 insurance was arranged.
- Any process of heat treatment, welding, grinding, cutting, drilling, shaping or the application of tools to the property other than for the purpose of lifting the insured electrical machinery, electronic equipment or mechanical machinery.
- Damaged or faulty doors, lids, catches, latches, locks or any door or lid closing or securing mechanism.

- ◆ Loss or physical destruction or damage is caused to:
 - Bits, drills, knives, saw blades, heating elements, fuses, electronic valves and tubes, magnetron units, contacts which spark or arc.
 - Dies, moulds, patterns, blocks, stamps or punches.
 - Coating or engraving on cylinders and rolls.
 - Crushing, hammering or grinding surfaces, wear plates, screens, tyres, batteries, burner jets or other parts which by their use and nature suffer a high rate of wear, tear or gradual deterioration.

- Sieves, seals, jointing and packing materials, filters, ropes, chains, belts, cables (other than electrical conductors) brushes, refractory materials, fire bars, unless as a result of breakdown.
- Fuels, chemicals filter substances, heat transfer media, cleansing agents, lubricants, oils, catalysts or other operating materials unless as a result or breakdown.
- Materials in the course of or undergoing processing.
- Foundations and masonry – unless as a result of breakdown.
- Below ground turbine pump submersible pump or motor unless such pump or motor is fitted with an effective pressure or flow cut out switch, which will stop the motor if the normal pumping pressure or flow is interrupted.
- Any unattended engine unless such engine is fitted with an effective automatic safety engine monitoring device and such device stops the engine in the event of a lubricating or cooling fault or failure.
- ◆ The repair or replacement of pressure equipment caused by or arising from:
 - Wasting or wearing away whether by leakage, corrosion or by the action of the fuel or otherwise.
 - Slowly developing deformation or distortion.
 - Cracks, fractures, blisters, lamination separation, flaws or grooving which have not penetrated the entire thickness of the material.

Ordinance compliance costs

We will not pay any increase in the cost of repair or replacement which is necessitated by compliance with any ordinance or law regulating repair, alterations, construction, installation or operation of the insured electrical machinery, electronic equipment, mechanical machinery or pressure equipment.

Pressure equipment

Claims for loss, destruction or damage to pressure equipment:

- ◆ where such equipment is operated in an unsafe condition; or
- ◆ where such equipment does not comply with Australian Standards, codes and laws; or
- ◆ where such equipment has not been inspected in accordance with Australian Standard AS3788, as amended, and any other applicable Australian Standards, codes or laws.

See also 'What all sections of this policy do NOT cover' on pages 11 and 12

Additional things you can insure for under machinery breakdown

Deterioration of refrigerated goods

If you have selected cover for refrigerated goods, we will either replace the goods, or pay the value of the goods immediately prior to the loss. If produced by you this will be based on the production cost. We will decide which we will do.

The most we will pay for any one occurrence is the amount specified in the schedule.

Additional things we will pay when you have insured for machinery breakdown

◆ Contamination of milk

We will pay for contamination of milk where dairy plant is insured by this policy. We will pay this in addition to the sum insured.

The amount we pay will be paid per litre will be the average value per litre that you were paid over the last five milking days prior to a claim. The most we will pay is \$10,000.

◆ Electronic data

If the electronic data stored on electronic equipment insured by this policy is lost or destroyed due to a breakdown, and a claim for breakdown is accepted, we will pay the reasonable cost to reinstate the data media and data. Data media will be replaced by new unused materials. Data will be restored, reproduced to a condition that existed prior to the loss, if data is to be restored in a new or updated format, this can be done provided the cost is no greater.

We will not pay for:

- Costs and expenses incurred more than 12 months after the breakdown.
- Replacement of electronic data which is not an authorised copy or for which the insured does not hold a licence.

The most we will pay for electronic data loss is \$5,000.

◆ Reasonable expenses

In respect of each event resulting in a claim that has been admitted under this section for breakdown of electrical machinery, electronic equipment, mechanical machinery, or explosion or collapse of pressure equipment, we will pay the reasonable expenses necessarily incurred for:

- Temporary repairs.
- Hiring of substitute electrical machinery, electronic equipment, mechanical machinery or pressure equipment.
- Overtime.
- Express freight including overseas airfreight.

We will not pay for:

- Expenses for specialist consultants to travel from outside Australia.
- Airfreight by aircraft specifically chartered for the purpose.
- Overtime charges which exceed 50 per cent of the cost of carrying out the repairs at ordinary rates.
- Breakdown of electrical machinery, electronic equipment, mechanical machinery, or explosion or collapse of pressure equipment, which has been hired or is on loan to you from a third party.

This additional benefit is in addition to the sum insured, the most we will pay under this additional benefit is limited to \$10,000 in total for any one event, or 15 per cent of the total sum insured, whichever is the lesser.

Paying claims

Policy excess

In respect of each event giving rise to a claim under this section, we will deduct the excess and the value of any salvage obtained following repair or replacement.

The excess will only be taken off once. The amount of your excess is shown on your schedule or in the policy.

How we pay a claim for breakdown

- ◆ In the event of a claim for breakdown of electrical machinery, or mechanical machinery, we will:
 - At our option, repair or replace the damaged items or pay the monetary equivalent of such repair or replacement.
 - If it is necessary to replace parts which are unavailable or obsolete, we will not pay any more than the cost of similar parts for similar type of electrical machinery, mechanical machinery and pressure equipment currently available. If similar parts are found to be unobtainable, we will not pay more than the manufacturers or supplier's most recent list price. The amount payable will include the cost of transport, labour and the onsite cost of parts.
- ◆ In the event of a claim for breakdown of electronic equipment, we will:
 - At our option, repair or replace it with similar equipment, to a condition equal to but not better or more extensive than its condition when new, (we will repair it unless it is uneconomic to do so).

- We are not bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner.
- We will not apply depreciation on parts other than valves, tubes (including picture tubes), light sources and belts. For these parts, we will deduct an amount equal to the used life of the component as recommended by the manufacturer.

◆ Explosion or collapse of pressure equipment

We will, at our option, repair or replace the damaged items or pay the monetary equivalent of such repair or replacement as follows:

- In the case of repairable damage, we will pay the cost of repairs necessary to restore the pressure equipment to its condition immediately before the explosion or collapse.
- Where the pressure equipment cannot be repaired at a cost less than the value of a new equivalent unit, we will pay the cost of installing and commissioning replacement pressure equipment of equivalent quality and size. If the pressure equipment is replaced with one that is of a better kind, quality or size, we will pay the cost that would have been incurred if an exact replacement had been installed.
- If the repair or replacement is not effected within twelve (12) months of the explosion or collapse, we will only pay the market value of the pressure equipment immediately prior to the explosion or collapse.

The amount payable will include the costs of transport, labour and the onsite cost of parts. We will not be responsible for the costs of any alterations, improvements, maintenance or overhauls carried out during the repair or replacement.

Section 9 Personal Income

Who is insured

The person or persons shown on your schedule is/are covered for accidental injury, illness, or accidental death.

The insurance cover you select

When you take out your insurance under this section, you have a choice of personal accident or personal accident and illness cover. We will show the cover you have selected and we have agreed to, on your schedule.

If you select personal accident only, you will be covered for events A1 to A20, as shown in the 'Table of cover' on page 56.

If you select personal accident and illness, you will be covered for events A1 to A20 and events B1 and B2 in the 'Table of cover' on page 56. The cover you have selected will apply to the insured person(s) shown on your schedule.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Allied health practitioner means a qualified health practitioner other than a medical doctor (such as but not limited to, a physiotherapist, chiropractor, psychologist, naturopath or osteopath).
- ◆ Benefit(s) means the amount calculated by multiplying the percentage shown in Column 2 – The Benefit, set out in the 'Table of cover' in this section, by the amount shown on your schedule.
- ◆ Events mean The Events set out in the 'Table of cover' in this section.
- ◆ Insured person means the person or persons shown on your schedule for Section 9.
- ◆ Medical practitioner means qualified medical doctor (general practitioner or specialist) who is registered with and licensed to practise medicine in the place where he or she is practising. Medical practitioner cannot be a relative, partner, business partner or spouse of the insured or policy owner.
- ◆ Occupation means any trade, business, profession or employment.

Special conditions that apply to this section only

- ◆ You must tell us in writing as soon as possible if there is any change in the occupation, duties, work-related activities or pastimes of the insured person during the period of insurance which could affect the risk of injury, accident, illness or disease. We may decide to discontinue cover or to apply an additional premium.
- ◆ You must tell us in writing before each renewal of this policy if the insured person has been affected by any injury, illness, disease, or physical or mental abnormality.
- ◆ You must make sure that the insured person as soon as possible after he or she suffers any injury or contracts any illness or disease, obtains, seeks and follows medical advice from a medical practitioner.
- ◆ We will only continue to pay a claim if the insured person is under continuous care of a medical practitioner and is compliant with the prescribed medical treatment.
- ◆ We will not automatically renew the cover provided by this section, if the insured person:
 - has reached the age of 60, if events B1 and B2 are covered; or
 - has reached the age of 65. If we decide not to renew this section, we will tell you in writing. If we invite renewal, we will tell you of any changes to the cover.

Additional things we will pay for

Funeral expenses

If we agree to pay for a claim for benefit A1 Death as a result of accident, we will also pay to the estate of the insured person the costs reasonable 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 \$2,000 in total.

When we will not pay

We will not pay claims for any events, which are caused by, or made more serious as a consequence of:

Self-inflicted injury

Any deliberately self-inflicted injury.

Poisonous substances or drugs

Any deliberate taking of poisonous substances or drugs, except as prescribed by a medical practitioner.

Alcohol

The insured person being under the influence of, or addicted to, alcohol.

Paying claims

Policy excess

For each personal accident and/or illness claim for weekly benefits, we will reduce the amount of the claim by the excess. The amount of your excess is shown on your schedule or in the policy. When we pay a claim for personal accident and/or illness, the excess will only be taken off once.

How we pay a claim for personal accident and/or illness

- ◆ If any of the events, as shown in Column 1 – The Events in the 'Table of cover' on page 56, happens to the insured person during the period of insurance shown on your schedule, we will pay you the benefit set out next to that event. The schedule shows which of the events are covered and the amount. You should refer to page 7 under 'How to make a claim' when you make a claim under this section.
- ◆ We will only pay benefits for events A1 to A20 that result solely and directly from an injury suffered by the insured person in an identifiable accident, which occurred not more than one year before the event.
- ◆ We will only pay benefits for events B1 and B2 that result solely and directly from an illness or disease.
- ◆ We will only pay benefits for events A18 or B2, when the condition, for which you are claiming, has continued for at least one year.
- ◆ For events A19, A20 or B1, we will increase the benefits in line with any increase during the period of insurance in the Consumer Price Index (all groups), commonly called the CPI, for payments made after the updated CPI is issued.
- ◆ We will only pay benefits for:
 - 104 weeks in total for events A19 and A20, which result from any one accidental injury; or
 - 104 weeks in total for event B1, which results from any one illness or disease. If the insured person returns to the usual duties of his/her usual occupation and then suffers an aggravation or relapse of the original injury, illness or disease, we will treat this aggravation or relapse as a continuation of the original claim and not as a new claim. The time in between, when the insured person returned to his or her usual duties, will not count toward the limit of 104 weeks. We will only pay benefits for one of events A19 or A20 or B1 for the same period of time.

Cosmetic surgery

Elective cosmetic surgery or recovery following elective cosmetic surgery.

Hernia

Hernia, except where the schedule shows you have cover for event B1.

Sexually transmitted disease

Any sexually transmitted or transmissible disease.

Sporting activity

The insured person taking part in a sporting activity for which he/she receives a fee or reward exceeding \$1000 per year in value. This does not apply if you have insured for sporting activities and we have agreed to this cover. We will show this on your schedule if cover has been granted.

Pre-existing illness

Any illness or disease that existed before this cover commenced. This only applies when you first take out this section and does not apply to subsequent renewals.

Illness qualifying period

Any illness or disease that the insured person contracted within 28 days after this cover commenced. This only applies when you first take out this section and does not apply to subsequent renewals.

Pre-existing injury

Any accidental injury that happened before this cover commenced. This only applies when you first take out this section and does not apply to subsequent renewals.

Aerial activities

The insured person taking part in aerial activities. This does not apply to a fare-paying passenger on a regular public transport commercial, or chartered, flight in an aircraft, the operation of which is regulated by statutory provisions controlling the carriage of passengers. Some aerial activities that are not covered in any circumstances are the insured person being a pilot or member of the crew of any aircraft; or being in, on, or suspended from (even as a fare-paying passenger) a balloon, airship, gyrocopter, gyroplane, gyro glider, parasail, parachute, weight-shift controlled aeroplane, hang glider, ultra light aircraft, super light aircraft, micro light aircraft or minimum aircraft (whether or not fitted with an engine).

Riots and civil commotion

The insured person taking part in a riot or in civil commotion, or a criminal act.

See also 'What all sections of this policy do NOT cover' on pages 11 and 12.

- ◆ If you have made a claim for any of events A1 to A17, the most we will pay for event A18, as a result of the same accidental injury, is the amount, if any, by which the benefit for event A18 is more than the amount already claimed.
- ◆ If more than one of events A1 to A17 happens to the insured person during the period of insurance, we will only pay for the event which has the greatest benefit. The most we will pay is 100% of the capital benefit specified for events A1 to A17 shown on your schedule.

The most we will pay

The most we will pay you for a claim under Section 9 of this policy, is the amount shown in 'Column 2 – The Benefits', in the 'Table of cover' on page 56. These are applied to the sum insured shown on your schedule, unless indicated otherwise in this section.

Table of cover

Column 1 – The Events

Column 2 – The Benefit

A1. Death.	100% of the Capital Benefit
A2. Total and irrecoverable loss of all sight in both eyes.	100% of the Capital Benefit
A3. Total and permanent loss of the use of both hands.	100% of the Capital Benefit
A4. Total and permanent loss of the use of both feet.	100% of the Capital Benefit
A5. Total and permanent loss of the use of one hand and one foot.	100% of the Capital Benefit
A6. Total and permanent loss of the use of one arm or the greater part of one arm.	80% of the Capital Benefit
A7. Total and permanent loss of the use of one leg.	75% of the Capital Benefit
A8. Total and irrecoverable loss of all sight in one eye together with irrecoverable loss of at least 50% of the sight in the other eye.	75% of the Capital Benefit
A9. Total and permanent loss of the use of one hand, or four fingers and the thumb of one hand, or the lower part of one arm.	70% of the Capital Benefit
A10. Total and permanent loss of the use of one foot or the lower part of one leg.	60% of the Capital Benefit
A11. Total and permanent loss of hearing.	50% of the Capital Benefit
A12. Total and irrecoverable loss of all sight in one of two eyes.	50% of the Capital Benefit
A13. Burns or disfigurement of more than 50% of the body.	20% of the Capital Benefit
A14. Total and permanent loss of the use of either phalanx of either thumb.	15% of the Capital Benefit for each
A15. Total and permanent loss of the use of any phalanx of any finger.	4% of the Capital Benefit for each
A16. Total and permanent loss of the use of any toe other than a great toe, or either phalanx of either great toe.	6% of the Capital Benefit for each
A17. Total and permanent loss of hearing in one ear.	15% of the Capital Benefit
A18. The insured person becoming totally and permanently incapable of carrying out any occupation at all. There must be no duties and no occupation whatsoever that the insured person is capable of carrying out.	100% of the Capital Benefit
A19. The insured person becoming totally incapable of carrying out all of the usual duties of his or her usual occupation. There must be no usual duties that the insured person is capable of carrying out.	100% of the Weekly Benefit
A20. The insured person becoming totally incapable of carrying out some of the usual duties of his or her usual occupation.	25% of the Weekly Benefit
B1. The insured person becoming totally incapable of carrying out all of the usual duties of his or her usual occupation for a period of seven (7) days or more. There must be no usual duties that the insured person is capable of carrying out.	100% of the Weekly Benefit
B2. The insured person becoming totally and incurably blind, or completely and permanently paralysed in any two limbs.	100% of the Capital Benefit

Section 10 Road Transit

What is insured

The property set out on your schedule is insured if it is destroyed, lost or damaged. It is insured only if you own, or are liable for, the property.

The insurance cover you select

When you take out your insurance under this section, you will be covered for the listed events shown in this section. These are shown under the heading 'Cover – Listed Events'. This cover will apply to any livestock, farm produce, general farm goods and farm machinery for which an insured amount is shown on your schedule.

Words that have a special meaning in this section

In this section there are words that have a special meaning.

- ◆ Conveying vehicle means a registered vehicle or a vehicle that is not required, by law, to be registered, including any attached trailer.
- ◆ Dangerous goods mean substances and items classified as dangerous goods under the Australian Code for the Transport of Dangerous goods by road and rail.
- ◆ Farm machinery has the same meaning in this section as defined in Section 3.
- ◆ Farm produce means the seed of crops grown or goods produced at the situation, excluding livestock.
- ◆ General farm goods means all goods owned by you or in your care, custody or control and intended for use in the business. This does not include motor vehicles, domestic contents, livestock, farm machinery and/or farm produce.
- ◆ Livestock in this section means any type of farm animal owned by you or in your control.
- ◆ Loading or unloading goods has the same meaning as defined in section 7.
- ◆ Transport in bulk of dangerous goods means the transport of dangerous goods in the form of:
 - a gas in a container with a capacity exceeding 500 litres; or
 - a liquid or a paste in a container with a capacity exceeding 250 litres; or
 - a solid, in an undivided quantity and exceeding 400 kilograms, that is in a container.

When we will pay

We will pay for destruction, loss or damage to livestock, farm produce, general farm goods and farm machinery caused by the listed events below.

We will only pay for destruction, loss or damage, while they are being loaded onto, transferred by road or while being unloaded at the destination, from the conveying vehicle. This only applies if, at all times, the conveying vehicle is in your care, custody or control.

There must be destruction, loss or damage from one of these listed events to the livestock, farm produce, general farm goods or farm machinery for you to make a claim.

Cover – Listed Events

- ◆ Fire.
- ◆ Flood.
- ◆ Collision or contact of the conveying vehicle with any other vehicle or object.
- ◆ Overturning of the conveying vehicle.
- ◆ Theft following violent and forcible entry to the conveying vehicle.

Additional things we will pay for when you have insured for road transit

Goods not in your control

We will pay, for destruction, loss or damage, due to a listed event in this section to livestock, general farm goods and farm machinery, which are owned by you, but are not in your control

Cost of hiring replacement equipment

We will pay following an insured claim under this section, the reasonable costs of hiring replacement general farm goods and/or farm machinery.

We will only pay this if the sum insured under this section has not been exhausted.

Removal of debris

We will pay the cost of removal of debris following a claim under this section.

We will only pay this if the sum insured under this section has not been exhausted.

When we will not pay

We will not pay claims for destruction, loss or damage:

- ◆ Occurring outside Australia
- ◆ Due to theft from a conveying vehicle, which is not securely locked.
- ◆ For livestock, farm produce, general farm goods and farm machinery, which are, being transported by you for fee, hire or reward.

- ◆ Where you or any other person driving the conveying vehicle at the time of destruction, loss or damage:
 - Was under the influence of alcohol or drugs.
 - Had a blood alcohol level higher than the level allowed by law, in the state the vehicle was driven at the time of destruction or damage.
 - Refused a test to determine the level of alcohol or drugs in the blood.
 - Deliberately caused the accident to happen.
- ◆ Where the conveying vehicle at the time of destruction, loss or damage, was being used:
 - To convey, lift or tow a load in excess of that for which it was designed.
 - In an unsafe or unroadworthy condition.
 - For the conveyance of passengers for fare, hire or reward.
 - For transport in bulk of dangerous goods including but not limited to, explosives, organic peroxides, gases, flammable liquids, flammable solids, oxidising agents, poisonous or infectious substances, corrosives or radioactive substances.

We will pay for claims where the conveying vehicle has a maker's specified carrying capacity, not exceeding two tonne.

This will only apply where the method of transportation of any of the above dangerous goods and the quantity of these goods, complies with the Australian Code for the Transport of Dangerous goods by road and rail and any other state or federal legislation.

See also 'What all sections of this policy do NOT cover' on pages 11 and 12

Paying claims

Policy excess

For each event giving rise to a road transit claim, we will reduce the amount we pay you by the excess. The amount of your excess is shown on your schedule or in the policy.

When we pay a claim for road transit, the excess will only be taken off once.

How we pay a claim for road transit

When destruction, loss or damage occurs to general farm goods or farm machinery, we will either:

- ◆ reinstate or repair the general farm goods or farm machinery to the condition they were in just before the damage occurred; or
- ◆ pay you the cost of reinstating or repairing the general farm goods or farm machinery to the condition they were in just before the damage occurred; or
- ◆ pay you the value of the general farm goods or farm machinery just before the damage occurred.

We decide which one we will do.

When destruction, loss or damage occurs to livestock or farm produce, we will pay you the market value of the livestock or farm produce at the time of the destruction, loss or damage. The market value is the saleable value at the time of destruction, loss or damage.

The most we will pay

The most we will pay you for a claim under Section 10 of this policy, is the sum insured shown on your schedule, unless otherwise indicated in this section.

Notes

contact details

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