

RURAL PLAN FOR CANE FARMERS  
**SUGARPOL**  
Product Disclosure Statement

Date of preparation: 02 February 2023



**Good people to know.**





# How the Rural Plan works

Date of preparation: 02 February 2023

## About the insurer and WFI

The insurer for this Rural Plan is Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: WFI  
PO Box 16213  
Collins Street West  
VIC 8007

Email: info@wfi.com.au

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

The Rural Plan consists of 16 different policies You can choose from, covering a wide range of risks.

This approach gives You great flexibility as You can arrange Your insurance to meet Your particular needs.

It also means that if Your circumstances change and You need more extensive insurance, it is easy for You to add another of the policies to Your Plan.

Insurance against liability for workers' compensation is compulsory for employers throughout Australia. Apart from the Domestic workers policy (which We only offer in Western Australia), this Plan does not insure Your liability for workers' compensation, nor does it include insurance cover for a range of other risks You might want to insure or protect Yourself against.

You need to determine whether this is the case and make sure You are appropriately protected.

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies,

You should carefully consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Understanding the significant features and benefits

To properly understand the significant features and benefits of each of the policies, You need to:

- read the:
  - Important information (pages 4 to 10)
  - General conditions (pages 11 and 12)
  - General exclusions (pages 13 and 14)
  - General definitions (pages 15 to 18)

which apply to all policies (Note: the General exclusions do not apply to the Domestic workers (WA only) policy. See the Domestic workers (WA only) policy for details about the exclusions applicable to it); and

- read the policy wording – it tells You:
  - what the policy insures
  - what the policy does not insure
  - what We pay for a claim
  - any additional benefits We provide
  - any optional benefits We offer
  - any special conditions We apply
  - any special meanings We apply to words used in that policy.

There is an index on the front of each of the policies for easy reference.

## Policies You can choose from

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## Our words

To make sure You can readily understand Your rights and obligations, We have written this Plan in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' (which apply to all policies), and in Our 'Special definitions' found at the end of each policy (which apply only to words used in that particular policy). Where a word is defined in both the 'General definitions' and in the 'Special definitions', the 'Special definitions' meaning will take precedence for that policy only.

## Words capitalised in headings do not have definitions

All of the other words in this Plan have the meanings set out in the Macquarie Dictionary (current edition) so that You can easily find out what they mean.

A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

## Applying for insurance cover

You must apply to Us for insurance cover and meet Our relevant eligibility criteria before cover will be provided. It is also important You understand how We manage Your personal information which We tell You about in Our 'Privacy' information on pages 8 and 9.

Where We have agreed to issue You with insurance, We will:

- identify the policies You want and matters particular to them (e.g. the property You want to cover, the limits You may want for certain covers, any excesses that may apply and any variations required to the standard terms). We pay up to the sum insured or other limits specified in relation to the policies and their covers. It is important that You make sure these amounts suit Your needs. If You do not do this some of Your loss might not be insured.
- identify the Period of Insurance during which Your policies will operate.

- inform You what policies We are able to offer You and the total premium You need to pay for Your policies (see 'The cost of Your insurance' on this page).

The above details are recorded in the Certificate of Insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. You should keep the Certificate of Insurance and the policy documents in a safe place.

## The agreement between You and Us

We only provide You with insurance under those policies for which We issue You with a Certificate of Insurance and only for the Period of Insurance shown on the Certificate of Insurance. The insurance provided under any of Our policies is also subject to Our General conditions and General exclusions (except for the Domestic workers (WA only) policy - see that policy for information about the exclusions applicable to it), together with provisions shown on the Certificate of Insurance issued to You.

Subject to what We tell You on pages 5 and 6 about excesses, if a provision shown on the Certificate of Insurance is inconsistent with a provision contained in the policy to which it relates then, to the extent of the inconsistency, the provision shown on the Certificate of Insurance prevails.

## The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance cover We ask You to provide information about Your personal risk situation relevant to each policy, such as:

- the type of property being insured and its size, construction, use and where it is located; and
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g.

higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium (e.g. lower sums insured, higher excesses or low claims experience). If You have any queries about this You can ask Us when You apply for cover.

Your premium, including any discounts You may be eligible for, are subject to minimum and maximum premiums. We consider the minimum and maximum amounts We are prepared to sell the policy for and may adjust Your premium to ensure it does not fall outside that range. Any discounts will be applied to Your policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine Your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Your premium also includes amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your policy(ies). We show the amounts on the Certificate of Insurance.

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year but We will not adjust Your premium because of this. You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

You can pay the premium annually or by instalment each month, quarter or half-year in advance. When You apply for insurance We tell You how and when the premium needs to be paid. It is a term of Your policy that You pay the premium to Us by the times required by Us.

## Excess (Your contribution)

An excess is the amount which You will be required to contribute to any claim on a policy. The amount We must pay under any of the policies is reduced by the amount of the excess. You will only be required to pay an

excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance.

Where the amount of an excess selected or imposed on the Certificate of Insurance is higher than the amount of excess mentioned in the policy for that same event, You will be required to pay that higher excess specified on the Certificate of Insurance.

Except in the case of Our Motor vehicle policy, You will only be required to pay one excess on claims You make under a number of the policies in this Plan that arise out of the one event, being the highest one payable under the policies.

*The following examples are only a guide as to how an excess or excesses might be calculated in any particular set of circumstances. The amount(s) of the excess(es) in the examples are for ease of calculation. Read the policies and Your Certificate of Insurance for the amount(s) of the excess(es) in Your circumstance.*

#### **Example of a one event excess**

An insured event happens that damages Your home, furniture and carpets insured under Your Classic home policy and the digital camera specified as insured under Your Personal valuables policy. The Certificate of Insurance shows an excess for that event of:

- \$250 on Your Classic home policy
- \$75 on Your Personal valuables policy

You claim for all damage. You are only required to pay one excess of \$250 because that excess is the highest one of all the policies and all of the damage arose out of the one event.

#### **Example of when more than one excess will apply**

Under the Motor vehicle policy, You are required to pay more than one excess in the circumstances mentioned in the policy. We refer You to page 90 of this Plan where We tell You more about the different excesses that apply.

The driver of Your comprehensively insured car is 20 years of age and is involved in an at fault Accident which causes damage to Your car.

The Certificate of Insurance for Your Motor vehicle policy covering the car shows an excess of \$400 and an excess of \$700 for young drivers 19-20 years of age. You are therefore required to pay an excess of \$1,100, being the excess of \$400 plus the excess of \$700 as the person driving, operating or in charge of the car was 19-20 years of age.

*Sometimes We introduce or increase an existing excess on renewal of any of the policies. This might be done on an individual person's policies or those covering risks at certain locations or over all locations. We generally do this because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.*

## Utmost good faith

The law requires each of us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

## Jurisdiction

The policies in this Plan are governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

## Goods and Services Tax (GST)

The amount of premium payable by You for the policies includes an amount on account of the GST on the premium.

All amounts insured by the policies are in accordance with the advice You have given to Us regarding Your GST status and the GST status of items to be insured. We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the policies. In respect of Your policies with Us where You are registered for GST purposes, You should calculate Your proposed sums insured with reference to the GST status of each item of property to be insured.

Depending on the GST status of each item of property to be insured, the sums insured may or may not include a GST component. An amount for GST should only be included in the sum insured if the item of property to be insured is not used 100% for business use. All items of property used 100% for business use and for which You are or would be entitled to a full input tax credit should be insured on a GST exclusive basis.

This outline of the effect of the GST on Your policies is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

## How GST affects claim payments

### Where We insure Your property

If We arrange to replace, repair or reinstate an item which is the subject of a claim, We will pay the cost to replace, reinstate or repair the item inclusive of GST. However, We will not replace, reinstate or repair an item where the cost (inclusive of GST) to Us to do so will exceed the amount of the relevant sum insured or other limit of insurance cover in the policies that apply to the item.

If We settle Your claim by making a payment to You, or on Your behalf, Your GST status and the GST status of the property which is the subject of the claim, will determine the amount We pay. When You are:

- not registered for GST, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for business use and is property for which You are or would be entitled to a full input tax credit, the amount We pay is exclusive of any relevant GST component, including, but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.



The maximum amount We pay is the sum insured or other limit of insurance cover exclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used 100% for personal use, the amount We pay is inclusive of any relevant GST component.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive of any relevant GST component.

- registered for GST and the property which is the subject of the claim is used for business and personal use, the amount We pay is inclusive of any relevant GST component with reference to the percentage of personal use and exclusive of any relevant GST component with reference to the percentage of business use of the item that is the subject of the claim.

The maximum amount We pay is the sum insured or other limit of insurance cover inclusive or exclusive of GST as the case may be.

You must advise us of Your correct entitlement to an input tax credit on Your premium and the correct entitlement to an input tax credit on each item of property to be insured. Should the item of property which is the subject of the claim be used for both personal and business use, any amounts We pay will be determined in accordance with the percentage of personal and business use.

Any GST liability arising from Your incorrect advice is payable by You.

Where We insure Your liability to third parties

We pay up to the limit of indemnity shown on the Certificate of Insurance inclusive of GST.

## Dishonest claims

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

## Keep up to date records of insured property

To help Us to process any claim You may have, you should take reasonable

steps to keep a record or evidence of ownership, value and detailed description of any insured property in a safe place. We also recommend You keep Your valuations up to date. This includes contracts of sale, valuations, receipts, credit card and bank statements, instruction manuals or photographs. Failure to take reasonable steps to keep a record or evidence of ownership, value and detailed description of all Livestock and Farm Property may result in a reduction or denial of Your claim.

## Changing the terms of any of Your policies

You may ask Us to change a term of any of Your policies. If We agree, We will confirm the change in writing.

## Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You may cancel Your policies by notifying Us in writing within 30 days of You receiving the Certificate of Insurance that You wish to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will refund the premium You paid to Us.

You still have cancellation rights after this cooling-off period ends and these rights are set out below in 'When You can cancel'.

## When You can cancel

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

If You pay Your premium by instalment, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim

payment premium already refunded to You; and

- if the policy is paid by instalments, all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

We do not refund the premium if the Certificate of Insurance specifically says there is no refund of premium.

## When We can cancel

We may cancel a policy as allowed by the *Insurance Contracts Act 1984 (Cth)*. We give You a notice in writing.

If We cancel and You paid an annual premium, We will refund the premium less an amount to cover the period for which You were insured.

If We cancel and You pay Your premium by instalments, We will deduct any unpaid instalments up to the date of cancellation. We will not deduct any further instalments due after the date of cancellation.

## Instalment policies

### Premium payment

You can pay Your premium in monthly, quarterly or half-yearly instalments. You can pay by direct debit from an account or credit card that You nominate.

If Your policy is paid by instalments, You authorise us to deduct amounts by direct debit from the account or credit card You have nominated to pay instalments. This includes deduction of any unpaid instalments and remaining instalments in the circumstances specified in this PDS. You must ensure that You have the authority to use the nominated account or credit card and it is Your responsibility to ensure that sufficient funds are in the nominated account or credit card to meet each instalment.

### Consequences of an unpaid instalment

You need to pay your annual premium or any instalments by the due date specified on your Certificate of Insurance. An instalment is unpaid if it cannot be deducted from Your nominated account or credit card.

If Your instalment is overdue, We will send You a notice outlining the overdue amount and when it needs to be paid. If Your instalment remains

unpaid after the time period specified in the notice, We will:

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

We will send You a second notice either before cancelling informing You of the effective date of cancellation, or within 14 days after cancellation confirming the effective date of cancellation.

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

### Remaining instalments

If Your insurance ceases as a result of a claim, such as a total loss, then We will deduct from the amount We pay to You for Your claim the total of the remaining instalments for the Period of Insurance as if the policy had continued.

If You cancel Your policy and have made a claim or are entitled to make a claim under the policy, then all the remaining instalments for the Period of Insurance are payable as if the policy had not been cancelled.

If You appoint a broker, then all the remaining instalments for the Period of Insurance are payable as different arrangements apply.

### At renewal

Instalments on renewed policies will continue to be deducted at the same frequency and from the same nominated account or credit card. The instalment amount will be different as it will be based on the premium for the renewed policy.

### Changing Your payment details

If You want to change Your nominated account or credit card, You must contact Us at least 14 days before Your next instalment is due.

## Code of Practice

We proudly support the General Insurance Code of Practice (Code). 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 commit Us to high standards of service

- to promote better, more-informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### 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 or the Code Governance Committee.

## Our Complaints Handling Procedures

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, let Us know so We can help.

Contact your local representative, call Us on 1300 934 934 or go to our website for more information: [wfi.com.au](http://wfi.com.au)

We will try to resolve complaints at first contact or shortly thereafter.

If we are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517  
Email: [Customer.Relations@iag.com.au](mailto:Customer.Relations@iag.com.au)

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

Free Call: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
Visit: [www.afca.org.au](http://www.afca.org.au)

Further information about Our complaint and dispute resolution process is available by contacting Us.

## Privacy

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988 (Cth)* ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs).

You agree that We may collect, use, disclose and hold Your personal information as set out below.

### Collection

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

### **Use and disclosure**

We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as the Australian Financial Complaints Authority.

We use and disclose Your personal information for the purposes of providing insurance, administration of the policies, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

### **Indirect collection**

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

### **Overseas recipients**

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

### **Marketing**

We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. You agree that We may so use

Your personal information. However, You can opt out of receiving such communications by contacting Us.

### **Access and correction**

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access.

If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution (IDR) process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

### **Data quality and security**

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

### **Privacy policy**

For further information, read Our brochure 'Privacy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au). Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

### **Complaints**

If You have a complaint regarding Our management of Your privacy You may access Our 'Complaints Handling Procedures' by contacting Us. Your complaint will be reviewed by Our Privacy Officer. If the Privacy Officer cannot resolve Your complaint then it will be escalated to our Customer Relations team who will make a final decision.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) together with contact details and the time limit for applying to the OAIC. In addition, if You have not received a response of any kind to

Your complaint within a reasonable time, then You have the right to take the matter to the OAIC.

The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC. The contact details of the OAIC are:

Office of the Australian Information Commissioner

Post: GPO Box 5218,

Sydney NSW 2001

Phone: 1300 363 992

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by the Australian Financial Complaints Authority (AFCA). The AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt.

You can access the AFCA dispute resolution service by contacting them through the avenues detailed in 'Our Complaints Handling Procedures'.

## **Flood**

Some of the policies in this Plan provide cover for damage caused by Flood. Please note that there are limitations on the Flood cover provided by those policies. Many of the other policies in this Plan do not provide any Flood cover.

## **General advice warning**

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire any of the policies, You should carefully read this document and consider the appropriateness of the policies having regard to Your objectives, financial situation and needs.

## Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001 (Cth)* and any other documents We tell You are included, make up Our PDS. Where required and where permitted to by law We may need to update this PDS from time to time. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS. You can obtain a paper copy of any updated change without charge by contacting Us.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS.

## Contacting Us

We are happy to help You with any enquiries You have about any policies or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

## Financial Claims Scheme

Each of these policies may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.au>.

# General conditions

## applying to all policies

### What You must do when You have a policy

#### You must:

- keep all insured property in good condition
- comply with all relevant legislation and the requirements of government and statutory authorities
- comply with all relevant Australian Standards
- take reasonable care to safeguard Yourself and all insured property
- take reasonable care to avoid harming others or harming property belonging to others
- tell Us as soon as reasonably possible
  - if there is, or there will be, any material change relating to the insured property (including where it is kept) or the nature of the risk. When We receive a notification of change, We may decide to either communicate to You an adjustment to the premium or terms of the policy or cancel your policy in accordance with the provisions of the *Insurance Contracts Act 1984 (Cth)*. If You do not provide such notification before the happening of an event giving rise to a claim under this policy then, subject to the *Insurance Contracts Act 1984 (Cth)*, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on

what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your policy

- if You no longer have an interest in the insured property
- if You take out any other insurance which covers any insured property or liability insured by any of the policies We issue to You
- ensure that any safety system or security device installed to protect insured property is in working order and activated.

### What You must and must not do if You make a claim or an event happens that might lead to You making a claim

#### You must:

- take reasonable measures to limit loss, damage or injury and to prevent further loss, damage or injury resulting from the event
- tell the police, as soon as reasonably possible, if a criminal act might have caused the loss, damage or injury
- as soon as reasonably possible, tell Us about the claim or the event and send Us written details when We require this
- as soon as reasonably possible, send Us any correspondence You receive about the claim or the event
- give Us all relevant information and help We may need in handling the claim. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required.

#### You must not without Our prior consent:

- repair or dispose of any damaged property until We have had the opportunity to inspect it, provided it is reasonable and safe to do so
- admit liability for the event, loss, damage or injury
- negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.

## What can affect Your entitlements

We may decline or reduce the amount of any claim under this policy for loss, damage or liability or refuse to indemnify You, if You enter, or have entered (even before this contract of insurance) into an agreement, release or undertaking which excludes or limits Our right to recover damages or a contribution from any third party who would otherwise be liable to compensate You with respect to such loss, damage or liability unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in Your Certificate of Insurance.

If You do not do what You are obliged to do under Your policy and such failure to comply with Your policy contributes to the loss, damage or liability, We may refuse to pay a claim or any part of it.

The course of action We take when You breach any of the terms under Your policy will be considered in each circumstance based on what impact or effect Your breach caused or contributed to the claim or Our decision to issue Your policy.

## What We may do

If an event happens that causes loss, damage or injury, We may:

- take over and conduct in Your name the defence or settlement of any claim against You. We have sole discretion in how the defence is conducted or a claim is settled
- represent You at an inquest or official enquiry.

If We have paid or agreed to pay a claim, We have the right to proceed in Your name against any Person responsible for the loss, damage or injury. We take this action at Our expense. You must not do anything which limits Our right to do so.

# General exclusions

applying to all policies except the Domestic workers (WA only) policy

## What is not insured by the policies in this Plan

All policies, except for the Domestic workers (WA only) policy in this Plan, do not insure You for the following types of loss. Please read each of Your policies as they do not cover other losses as well.

Please refer to the Domestic workers (WA only) policy for further information about exclusions applicable to that cover.

**All policies, except for the Domestic workers (WA only) policy in this Plan, do not insure against:**

### 1 asbestos

- any liability for Personal Injury, Damage to Property or loss of income directly or indirectly caused by or arising out of or in connection with asbestos.

### 2 consequential loss

- consequential loss of any kind or description whatsoever. This means We will not pay for direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation.

This exclusion does not apply to:

- the Farm legal liability, the Personal legal liability, the Domestic workers and the Personal accident and illness policies in this Plan; and
- the Farm loss of income policy (a policy which only covers consequential loss) in this Plan; and
- Section 2 (the insurance for legal liability) of the Motor

vehicle and Pleasure boat policies in this Plan; and

- the extent that an additional or optional benefit in a policy in this Plan expressly extends to cover consequential loss.

### 3 deliberate acts

- any deliberately or wilfully caused Personal Injury, Damage to Property, loss of income or cost by:
  - You or anyone with whom You live; or
  - anyone invited into Your home by anyone living in Your home; or
  - anyone acting with Your express or implied consent; or
  - anyone entitled to benefit under a policy in this Plan.

### 4 cyber and electronic data

- any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in any way connected with:
  - any Cyber Act, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act; or
  - any Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident, unless any damage to property insured is the direct result of a Cyber Incident, which has not been

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act, and such damage is directly caused by perils, other than Accidental damage, covered under any of the policies in this Plan; or

- any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data.

Provided however should Data Processing Media owned or operated by You suffer physical loss or physical damage insured by any of the policies in this Plan, then this Plan will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Electronic Data from back up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Electronic Data. If such Data Processing Media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, all of the policies in this Plan exclude any amount pertaining to the value of such Electronic Data, to You or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

This exclusion does not apply to Farm legal liability policy, Classic home policy, Standard home policy, Personal legal liability policy, Personal valuables policy, Domestic workers policy (WA only), Motor vehicle policy and Pleasure boat policy.

## 5 punitive, exemplary or aggravated damages, fines or civil penalties

- any punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages awarded against You or Your Family or any fines or civil penalties imposed on You or Your Family.

## 6 radioactive contamination

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - a nuclear reactor or power station; or
  - radioactive contamination; or
  - nuclear reaction, radiation or fission; or
  - the production, processing, handling, storage, transport, disposal or use of nuclear fuel, energy, material or waste or of any buildings, plant or equipment relating to it.

## 7 terrorism

- any Personal Injury, Damage to Property, loss of income, costs or liability directly or indirectly caused by or arising out of or in connection with:
  - an Act of Terrorism, or
  - action taken to control, prevent or suppress or attempt to control, prevent or suppress, an Act of Terrorism.

*We will only apply this terrorism exclusion to the Classic home and Standard home policies in this Plan if the Act of Terrorism was directly or indirectly caused by, or arose out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.*

## 8 war

- any Personal Injury, Damage to Property, loss of income, cost or liability directly or indirectly caused by or arising out of or in connection with:
  - war, invasion, acts of a foreign enemy, hostilities or war-like operations (whether war is declared or not); or

- civil war, rebellion, mutiny, civil disturbance or commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, insurrection, rebellion or revolution; or
- nationalisation, confiscation, damage, destruction or requisition of property by or under the order of a government or statutory authority.

## 9 communicable diseases

- any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in any way connected with:
  - a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;
  - any Time Element Loss that is directly caused by any competent public authority closing or evacuating Your Farm Premises as a result of the outbreak and presence of any of the following human diseases at Your Farm Premises, to the extent that such Time Element Loss is covered under any of the policies in this Plan:
    - \* any disease determined to be a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the *Biosecurity Act 2015 (Cth)* including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
    - \* any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC);
    - \* Highly Pathogenic Avian Influenza (HPAI) in humans; or
    - \* influenza with pandemic or epidemic potential; or

- any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to damage to property insured under the Farm property damage policy, or loss and additional costs or expenses insured under the Farm loss of income policy, as a consequence of damage to the property insured under the Farm property damage, caused by a peril, other than Accidental damage, covered under any of the policies in this Plan.

This exclusion does not apply to the Farm legal liability policy, Classic home policy, Standard home policy, Personal legal liability policy, Personal valuables policy, Domestic workers policy (WA only) Motor vehicle policy, Pleasure boat policy and Personal accident and illness policy.

## Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under any of the policies in this Plan (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.



# General definitions

## applying to words We use in this Plan

WORDS OR TERM	DEFINITION
<b>Accident</b>	<p>means a sudden, unexpected and unintended event which:</p> <ul style="list-style-type: none"> <li>• You did not intend or expect; and</li> <li>• a reasonable person in Your position and with Your knowledge and experience would not have expected.</li> </ul> <p>'Accidental' and 'Accidentally' have corresponding meanings.</p>
<b>Act of Terrorism</b>	<p>means an act, including but not limited to the use or threat of force or violence by any Person or group(s) of Persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p>
<b>Australian Standards</b>	<p>means standards published by Standards Australia Limited.</p>
<b>Certificate of Insurance</b>	<p>means the most recent Certificate of Insurance We gave You which contains the specific insurance details for You.</p>
<b>Communicable Disease</b>	<p>means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <ul style="list-style-type: none"> <li>• the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;</li> <li>• the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and</li> <li>• the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.</li> </ul>
<b>Computer System</b>	<p>means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by You or any other party.</p>
<b>Cracking</b>	<p>means to break without complete separation of parts.</p>
<b>Cyber Act</b>	<p>means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.</p> <p>To the extent that damage to property insured under any of the policies in this Plan and any Time Element Loss directly resulting therefrom is directly occasioned by theft, burglary or forcible entry involving the use or operation of any Computer System to facilitate any physical entry or exit, such use or operation shall not be considered as a Cyber Act.</p>

WORDS OR TERM	DEFINITION
<b>Cyber Incident</b>	means: <ul style="list-style-type: none"> <li>any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or</li> <li>any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.</li> </ul>
<b>Damage to Property</b>	means physical loss of or physical damage to property.
<b>Data Processing Media</b>	means any property insured by any of the policies in this Plan on which Electronic Data can be stored but not the Electronic Data itself.
<b>Electronic Data</b>	means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
<b>Employee</b>	means a person employed by You under a contract of service.
<b>Farm Building</b>	means a building or structure shown on the Certificate of Insurance and includes fittings, fixtures and structures attached to it. does not include any of the following: <ul style="list-style-type: none"> <li>land or natural resources</li> <li>a dam, lake, river, creek, reservoir, canal or other watercourse (whether or not altered or modified)</li> <li>a bridge, overpass, underpass, crossing, tunnel or channel</li> <li>a road</li> <li>a driveway or path unless the driveway or path is: <ul style="list-style-type: none"> <li>used in connection with the Farm Business; and</li> <li>shown on the Certificate of Insurance as a Farm Building</li> </ul> </li> <li>a railway track.</li> </ul>
<b>Farm Business</b>	means the 'Business' shown on the Certificate of Insurance.
<b>Farm Premises</b>	means the location of the farm shown on the Certificate of Insurance.
<b>Farm Vehicle</b>	means a vehicle or a trailer which: <ul style="list-style-type: none"> <li>You own, borrow or for which You are legally liable; and</li> <li>is normally used in connection with the Farm Business.</li> </ul> does not include a centre pivot or lateral irrigator. <i>Some examples of Farm Vehicles are tractors, harvesters, loaders, dozers, motorcycles/bikes, trailers and all terrain vehicles and similar self propelled vehicles.</i>
<b>Flood</b>	means the covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> <li>any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or</li> <li>any reservoir, canal, or dam.</li> </ul>
<b>Hydrostatic Pressure</b>	means the pressure exerted by a fluid at equilibrium due to the force of gravity.
<b>Legal Costs</b>	means: <ul style="list-style-type: none"> <li>legal costs and disbursements reasonably charged by a lawyer in pursuing or defending Legal Proceedings for You; and</li> <li>wages or salary You lose to attend court as a witness or as a party to Legal Proceedings.</li> </ul>

WORDS OR TERM	DEFINITION
<b>Legal Proceedings</b>	<p><b>means for the purpose of the Farm property damage policy</b>, legal proceedings directly connected with the Farm Business taking place in Australia before a court or a formally appointed arbitrator or mediator which directly concerns:</p> <ul style="list-style-type: none"> <li>• an alleged wrongful dismissal of an Employee</li> <li>• Your purchase of goods or services, but only if the amount in dispute exceeds \$500 and does not arise out of Your failure to pay the purchase price for the goods or services</li> <li>• an alleged liability arising out of the occupation, ownership or use of the Farm Premises</li> <li>• a prosecution brought against You for breach of a statutory duty relating to health, safety or welfare in the operation of the Farm Business.</li> </ul> <p><b>means for the purpose of the Classic home policy</b>, legal proceedings taking place in Australia before a court or a formally appointed arbitrator or mediator which directly concerns:</p> <ul style="list-style-type: none"> <li>• an alleged wrongful dismissal of an Employee</li> <li>• Your purchase of goods or services, but only if the amount in dispute exceeds \$500 and does not arise out of Your failure to pay the purchase price for the goods or services</li> <li>• an alleged liability arising out of the occupation, ownership or use of Your Home</li> <li>• the sale of Your Home</li> <li>• any event directly causing damage to or destruction of Your Home.</li> </ul> <p>do not include legal proceedings that involve or are directly or indirectly caused by or arise out of:</p> <ul style="list-style-type: none"> <li>• a dispute between a Person insured under a policy in this Plan and another Person insured under the same policy</li> <li>• a dispute between You and a member of Your Family</li> <li>• a dispute with a professional adviser</li> <li>• a claim for defamation</li> <li>• a criminal act.</li> </ul>
<b>Occurrence</b>	<p>means an event including continuous or repeated exposure to substantially the same general conditions which:</p> <ul style="list-style-type: none"> <li>• You did not intend or expect; and</li> <li>• a reasonable person in Your position and with Your knowledge and experience would not have expected.</li> </ul>
<b>Period of Insurance</b>	means the period shown as the 'Period of Insurance' on Your Certificate of Insurance.
<b>Person</b>	means a natural person, firm, company, partnership, incorporated association, incorporated body or statutory body.
<b>Personal Injury</b>	means bodily injury (including death or illness), disability, shock, mental anguish, mental injury or loss of consortium.
<b>Plan</b>	means this Rural Plan.
<b>Storm</b>	means violent wind or thunderstorm (including a tornado or cyclone), hail, rain or snow.
<b>Storm Surge</b>	means an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone typically at least 30kms across and 2-5 metres above the average sea level.
<b>Time Element Loss</b>	means business interruption, contingent business interruption or any other consequential losses insured under any of the policies in this Plan.
<b>Total Loss</b>	means where We decide the Farm Vehicle is a total loss. This will usually be when the cost to repair Your Farm Vehicle, plus any amount We can obtain for Your Farm Vehicle's salvage; is more than the Retail Cost.
<b>Transit</b>	means being transported in or on a vehicle from one place to another and includes loading and unloading of the vehicle.

WORDS OR TERM	DEFINITION
<b>We, Us, Our and WFI</b>	means Insurance Australia Limited trading as WFI.
<b>You</b>	<ul style="list-style-type: none"> <li>• means the Person or entity shown on the Certificate of Insurance as the Insured. If two or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in the policies We issue to You. Each of the Insured is responsible for the completeness and accuracy of information in any application for insurance and in any form, document, statement or claim supplied to Us or Our agents or employees by any one of them. Each one is also obliged to comply with the terms of any policy taken out by them; and</li> <li>• for the purposes of the Farm legal liability policy only, extends to include every principal in respect of the principal's liability arising out of: <ul style="list-style-type: none"> <li>– the performance by or on behalf of the Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and limits of liability as are provided by the Farm legal liability policy</li> <li>– any products sold or supplied by the Insured, but only in respect of the Insured's own acts or omissions in connection with such products and in any event only for such coverage and limits of liability as are provided by the Farm legal liability policy; and</li> </ul> </li> <li>• for the purposes of the Farm legal liability policy only, extends to include a member of an incorporated association, but only if the incorporated association is shown on the Certificate of Insurance as the Insured and in any event only for such coverage and limits of liability as are provided by the Farm legal liability policy.</li> </ul> <p>'Your' and 'Yourself' have corresponding meanings.</p>
<b>Your Family</b>	<p>means Your:</p> <ul style="list-style-type: none"> <li>• spouse or de facto who live solely with You; and</li> <li>• unmarried children who live with You; and</li> <li>• parents and the parents of Your spouse or de facto who live solely with You; and</li> <li>• student children boarding at school, college or university.</li> </ul>

# Farm property damage policy

*You can insure various types of farm property in this policy.*

*You only have this policy if the risk 'Farm property damage' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>20</b>	Fees and costs for Livestock, Working Dogs and horses	25
<b>What You are insured against</b>	<b>20</b>	Fire fighting costs	26
<b>The events You are insured against</b>	<b>21</b>	Legal Costs	26
<b>What is not insured</b>	<b>22</b>	Mortgage discharge	26
<b>What We pay if property is damaged or destroyed</b>	<b>22</b>	Neighbours fire fighting equipment	26
<b>Additional benefits</b>		Other buildings	26
Additional working costs	24	Removal and storage of contents	26
Agistment costs and loss of Agistment Income	24	Replacement of trees	26
Biohazard benefit	24	Tax and superannuation audits	26
Building materials	24	<b>Inflation protection</b>	<b>27</b>
Contamination of milk	25	<b>Special conditions</b>	
Costs connected with rebuilding a Farm Building	25	Reinstatement of sum insured	27
Demolition, architects and farm records costs	25	Unoccupied Farm Premises	27
Deterioration of farm produce	25	<b>Special definitions of words used in this policy</b>	<b>28</b>
Employees' tools and equipment	25		
Escape of liquid	25		
Farm planning costs	25		

## The types of cover We offer

Under this policy You can insure various types of farm property.

The property You have insured is shown on the Certificate of Insurance.

## What You are insured against

This policy insures the type of farm property shown on the Certificate of Insurance for physical loss or physical damage directly caused by an event shown in column 2 of the table to the right for that type of farm property.

You only have insurance if the loss or damage shown in column 2 of the table to the right for the insured farm property occurs during the Period of Insurance:

- at the Farm Premises; or
- outside the Farm Premises in Australia but:
  - only whilst the farm property is temporarily removed from the Farm Premises; and
  - not whilst the farm property is in Transit.

*This policy does not cover loss or damage directly or indirectly caused by or arising out of Flood.*

### Events at a glance

- 1 Accidental damage
- 2 fire
- 3 lightning
- 4 explosion or implosion
- 5 earthquake, subterranean fire or volcanic eruption
- 6 wind, rain, hail, snow or escape of liquid
- 7 damage directly caused by a burglar or thief
- 8 riot or civil commotion
- 9 vandalism
- 10 impact
- 11 damage directly caused by straying Livestock

TYPE OF FARM PROPERTY INSURED	EVENTS
Farm Building (meaning on page 16)	physical loss of or physical damage to a Farm Building directly caused by events 1-11
Other Property (meaning on page 28)	physical loss of or physical damage to Other Property directly caused by events 1-11
Farm Vehicle (meaning on page 16)	<ul style="list-style-type: none"> <li>• physical loss of or physical damage to a Farm Vehicle directly caused by events 2-10; or</li> <li>• physical loss of or physical damage to a Farm Vehicle directly caused by events 1 or 11 up to a maximum \$10,000 if:               <ul style="list-style-type: none"> <li>– the loss or damage occurs at the Farm Premises; and</li> <li>– We would have paid a claim for the loss or damage under Our Motor vehicle policy if the Farm Vehicle had been insured under that policy</li> </ul> </li> </ul>
grains and seeds (but not unharvested or windrowed crops) and chemicals and fertilisers You own	physical loss of or physical damage to grains, seeds, chemicals and fertilisers directly caused by events 2-11
liquid fertilisers You own	physical loss of or physical damage to a liquid fertiliser directly caused by event 1
baled, rolled, stacked, stored and silaged hay You own	physical loss of or physical damage to hay directly caused by events 2-5, 7-9 or 11
Farm Fencing (meaning on page 28)	physical loss of or physical damage to Farm Fencing directly caused by events 2-10
Livestock (meaning on page 28)	<ul style="list-style-type: none"> <li>• death (including slaughter for humane reasons); and</li> <li>• the permanent inability of living Livestock used for milk production or breeding to produce milk directly caused by events 2-4 or 7-10</li> </ul>
Your Working Dogs and horses	death (including slaughter for humane reasons) directly caused by events 1-11

## The events You are insured against

### 1 Accidental damage

but not for:

- **loss or damage directly or indirectly caused by or arising out of:**
  - fire, lightning, explosion or implosion, earthquake, subterranean fire or volcanic eruption, wind, rain, hail, snow or escape of liquid, damage caused by a burglar or thief, riot or civil commotion, vandalism or impact
  - a rise in temperature within a purpose built container directly caused by a failure to maintain the supply of liquid nitrogen to that container
  - a tree root
  - a living creature provided that We will not apply this exclusion to the death of Your Working Dog or horse from a snake bite
  - loss of weight or protein
  - a change in taste, flavour, odour, colour, texture or finish
  - contamination or evaporation or pollution
  - smut, soot or smoke from an industrial operation
  - a sudden variation in atmospheric conditions
  - a latent fault or the inherently harmful nature of a product
  - a manufacturing process
  - adjusting, testing or servicing operations
  - a structural fault, faulty workmanship or faulty materials
  - faulty design, formula, specification, plan or pattern
  - wear, tear, fading, rust, corrosion, oxidation, gradual deterioration, exposure to light or darkness
  - scratching, splitting or tearing
  - fraud
  - data corruption
  - lack of maintenance.
- **loss of or damage to:**
  - goods maintained in a temperature controlled

environment where the loss or damage is directly caused by mechanical, electrical, hydraulic or electronic breakdown of temperature controlling equipment.

- **physical loss of or damage to semen or embryos or their ampoules or straws except when in a purpose built container.**
- **mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of any machine or electrical or electronic device.**
- **loss or damage to the extent it is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.**

You will be required to pay an **excess of \$300** for each claim under 'event 1 - Accidental damage'.

### 2 fire

but not loss or damage directly caused by a process involving the deliberate application of heat (only the thing You intended to be heated is not insured).

### 3 lightning

but only if evidence of damage by lightning can be clearly seen.

### 4 explosion or implosion

but not to a boiler, Economiser or vessel under pressure (or its contents).

### 5 earthquake, subterranean fire or volcanic eruption

but You will be required to pay an **excess of \$500** for all claims arising during any one period of 72 consecutive hours

### 6 wind, rain, hail, snow or escape of liquid

but not for loss or damage:

- directly caused by wind to grains, seeds, chemicals, fertilisers, trees, shrubs, plants, vines or farm produce in the open air
- directly caused by rain, hail, snow or escape of liquid to Other Property, unless the loss or damage:
  - occurs when the Other Property is in a vehicle or a fully roofed building; or
  - is directly caused by the impact of hail stones

- directly caused by rain, hail, snow or escape of liquid to a Farm Vehicle unless the loss or damage:
  - occurs when the Farm Vehicle is in a fully roofed building; or
  - is directly caused by the impact of hail stones
- directly or indirectly caused by or arising out of:
  - steam or condensation
  - a structural fault, faulty design or faulty workmanship
  - lack of maintenance (e.g. failure to clean out gutters)
  - rain, hail, snow or liquid penetrating a Farm Building through an opening made for the purpose of an addition, alteration, renovation or repair to the Farm Building.

### 7 damage directly caused by a burglar or thief

but not for the burglary or theft of an item.

*You can request cover for burglary and theft under Our Farm burglary and theft policy – see page 51.*

### 8 riot or civil commotion

including acts of people taking part in an industrial or political disturbance and acts of a lawful authority controlling these disturbances but not loss or damage directly caused by total or partial cessation of work or the retarding, interruption or cessation of a process or operation.

*Please note the General exclusions for Terrorism and War on page 14.*

### 9 vandalism

but not by a person lawfully living or staying at the Farm Premises.

### 10 impact by:

- a vehicle to a vehicle if the impact occurs inside the Farm Premises (the maximum We pay for this Event is \$10,000)
- a vehicle but not to:
  - a vehicle if the impact occurs outside the Farm Premises; or
  - Livestock except during droving
- an animal to a vehicle if the impact occurs inside the Farm Premises (the maximum We pay for this Event is \$10,000)
- an animal but only if sudden, unintended and unexpected from

Your point of view and from the point of view of a reasonable person in Your position with Your knowledge and experience and:

- not if the impact occurs outside the Farm Premises; or
- not to an animal
- aircraft or debris from an aircraft, space debris, rocket or satellite
- an aerial, mast or similar structure
- a falling tree or branch, unless directly caused by the lopping or felling of a tree by anyone other than a professional tree lopper

For loss or damage under 'event 10 - impact' for impact by a vehicle or an animal, You will be required to pay an **excess of \$300** for each claim.

#### **11 damage directly caused by straying Livestock**

from a property in which You do not have a financial interest, but only if You provide Us with the name and address of the owner and the occupier of the property from which it strayed.

## What is not insured

This policy does not insure You against:

#### **1 loss or damage directly caused by:**

- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge or tsunami
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:

(a) earthquake; or

(b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

- arson by a person lawfully living or staying at the Farm Premises.

#### **2 loss of or damage to or by hazardous goods stored at the Farm Premises and not normally used at the Farm Premises.**

#### **3 damage that is mildew or damage directly or indirectly caused by or arising out of mildew.**

#### **4 damage that is mould or wet or dry rot, or damage directly or indirectly caused by or arising out of mould or wet or dry rot, unless arising from an event covered under this policy.**

#### **5 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.**

#### **6 damage to:**

- a Farm Building if directly caused by an alteration or addition to the Farm Building which is in progress if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for that alteration or addition exceeds \$100,000
- an alteration or addition to a Farm Building which is in progress, unless the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for that alteration or addition is \$100,000 or less and the damage:
  - occurs when the work on the alteration or addition has been in progress for less than three months; and
  - is directly caused by Storm (but not by rain, hail or snow accompanying the Storm) or events 1-5 or 7-11.

#### **7 loss or damage directly or indirectly caused by or arising out of Flood.**

## What We pay if property is damaged or destroyed

### **Farm Buildings and Other Property**

There are two methods of calculating the amount payable for a claim. These methods are 'Indemnity' and 'Replacement'. The method of claim payment calculation that You are covered for is shown on the Certificate of Insurance for the Farm Building or Other Property insured under the Farm property damage policy.

### **Indemnity**

#### **This is what We pay if 'Indemnity' is shown on the Certificate of Insurance for a Farm Building or Other Property**

If a Farm Building or an item of Other Property (but not Your farm produce) is damaged or destroyed, We replace, reinstate or repair the part of the Farm Building or item that is damaged or destroyed as far as possible to the condition it was in immediately before it was damaged or destroyed, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We deduct a reasonable amount for wear, tear and depreciation whether the Farm Building or item of Other Property is damaged or destroyed.

We only pay up to the sum insured shown on the Certificate of Insurance for the Farm Building and Other Property damaged or destroyed for all claims arising out of the one event

### **Replacement**

#### **This is what We pay if 'Replacement' is shown on the Certificate of Insurance for the Farm Building or Other Property**

If a Farm Building or an item of Other Property (but not Your farm produce) is damaged, We replace, reinstate or repair the part of the Farm Building or item that is damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If a Farm Building is destroyed, We pay the cost to erect a new building to the same design and specification as the destroyed Farm Building. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If an item of Other Property (but not Your farm produce) is destroyed, We pay to replace it as new at the time it was destroyed. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard



to the circumstances of Your claim and consider any preference You may have.

We only pay up to the sum insured shown on the Certificate of Insurance for the Farm Building and Other Property damaged or destroyed for all claims arising out of the one event.

### **Farm produce**

If Your farm produce is damaged or destroyed, We pay what You would have received from the sale of Your farm produce at the time of the damage or destruction, less any residual market value of the farm produce immediately following the damage or destruction.

### **Limits on what We pay for certain items of property**

We pay up to the greater of \$2,000 or the amount shown on the Certificate of Insurance, for a lost, destroyed or damaged picture, painting, work of art or curio.

We pay the stationery value only for a lost, destroyed or damaged computer record, document, manuscript or business book.

### **Farm Vehicles**

If a Farm Vehicle is damaged, We repair the part of the Farm Vehicle that is damaged as far as possible to the condition it was in immediately before it was damaged. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We do not pay for an international freight charge or an amount exceeding the manufacturer's list price for any part unless the charge or amount is incurred with Our prior consent.

If a Farm Vehicle is destroyed, We pay the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance) at the time it was destroyed.

If a Farm Vehicle is damaged or destroyed, We pay up to:

- the repair cost; or
- the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance); or
- the sum insured shown on the Certificate of Insurance for a vehicle that is specified, (or if a vehicle is not specified, the sum

insured shown on the Certificate of Insurance for unspecified Farm Vehicles),

whichever is less.

If We pay a claim for a Farm Vehicle as a Total Loss:

- We are entitled to claim the wreck if We pay at least the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance);
- You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance), We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance).

### **Grains, seeds, chemicals, fertilisers and hay**

If Your grains, seeds, chemicals, fertilisers or hay are damaged or destroyed, We pay the cost to replace them at the time they were damaged or destroyed up to the sum insured shown on the Certificate of Insurance.

### **Farm Fencing**

If Farm Fencing is damaged or destroyed and:

- 'Materials only' and 'Replacement value' are shown on the Certificate of Insurance, We pay the reasonable cost to purchase the materials required to replace, reinstate or repair the part of the fencing damaged or destroyed as far as possible to its original condition, using materials that are readily available in Australia.

We do not pay the cost of labour or the cost to move or remove the damaged fencing.

- 'Materials and labour' and 'Replacement value' are shown on the Certificate of Insurance, We pay the reasonable cost to purchase the materials and engage the labour required to replace, reinstate or repair the part of the fencing damaged or destroyed as far as possible to its original condition, using materials that are readily available in Australia.

We do not pay the cost to move or remove the damaged fencing.

- If 'Replacement' and a sum insured for 'Replacement' are shown on the Certificate of Insurance, We will pay the reasonable cost to purchase the materials and engage the labour required to replace, reinstate or repair the part of the Farm Fencing that is damaged or destroyed as far as possible to its original condition, using materials that are readily available in Australia up to a maximum total payment of the sum insured shown on the Certificate of Insurance for Farm Fencing for all claims arising out of the one event.

We do not pay the cost to move or remove the damaged fencing.

- if 'Indemnity' and a sum insured for 'Indemnity' are shown on the Certificate of Insurance, We pay up to that sum insured towards the cost of materials to replace, reinstate or repair the part of the fencing damaged or destroyed as far as possible to the condition it was in immediately before it was damaged or destroyed, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. We deduct an amount for wear, tear and depreciation. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We do not pay the cost to move or remove the damaged fencing.

*Please contact Us if You would like to cover the cost to move or remove Your damaged fencing by increasing Your sum insured under Your Additional benefit for 'Demolition, architects and farm records costs'.*

### **Livestock**

If Livestock dies, We pay the market value of the Livestock at the time of its death.

If Livestock is permanently unable to produce milk, We pay what We would have paid You if the Livestock had died, less its residual market value.

We pay up to the greater of \$5,000 for any one animal or the sum insured shown on the Certificate of Insurance for that particular animal (if any).

### **Limit for Farm Buildings, Farm Fencing, Livestock, Other Property, Farm Vehicles, grains, seeds, chemicals, fertilisers and hay**

We pay up to the sum insured shown on the Certificate of Insurance for the specific item for all claims arising out of the one event.

The maximum amount We will pay under this Farm property damage policy for any one claim for loss of, damage to or destruction of fuels and oils is the greater of \$5,000 or the amount shown on the Certificate of Insurance for 'Fuels and oils'.

#### **Limit for Farm Fencing and Livestock**

We pay up to the 'Aggregate limit for Farm Fencing and Livestock' shown on the Certificate of Insurance for all claims arising out of the one event for Farm Fencing and Livestock.

#### **Working Dogs and horses**

We pay up to \$1,500 or the market value (up to a maximum of \$1,500) of the Working Dog or horse at the time of its death. We pay up to the sum insured shown on the Certificate of Insurance for the death of all Working Dogs and horses during the Period of Insurance.

We will pay the amount specified in the Certificate of Insurance for the death of any Working Dog or horse specified in the Certificate of Insurance, caused by or resulting from accident, illness, disease, or humane slaughter following veterinary advice, anywhere in the Commonwealth of Australia.

*Please contact Us if You would like more cover or a higher sum insured for Livestock or a Working Dog or horse.*

## **Additional benefits**

The amount We pay for an additional benefit is reduced by the amount payable for that benefit under any other policy We issue to You in this Plan.

#### **Additional working costs**

We pay up to the greater of \$10,000 or the amount shown on the Certificate of Insurance, towards the reasonable costs You incur to maintain a farming or grazing activity at the Farm Premises as a consequence of physical damage to a Farm Building, Farm Fencing, Other Property or Farm Vehicle, Your paddocks or fields used for fodder or cropping, but only if:

- We have paid a claim under this policy for the damage; or
- the property damaged is:

- a Farm Vehicle We insure under Our Motor vehicle policy for 'Farm Use'
- a harvester We insure under Our Motor vehicle policy for 'Farm Use' with 'Comprehensive' cover,

and:

- We have paid or agreed to pay a claim under that policy for the damage; or
- the physical damage to Your paddocks or fields used for cropping or fodder was directly caused by fire, and remedial work is required to stabilise soils. Such remedial work may entail but is not limited to the purchase and application of seed, wetting agents, phosphorous and nitrogen and the planting of cover crops to prevent soil erosion in such paddocks or fields.

This benefit does not apply to:

- a cost insured under another part of this policy
- a loss, expense or cost arising from underinsurance of farm property under this policy or any other policy We issue to You in this Plan
- an excess imposed under this policy or any other policy We issue to You in this Plan
- wear, tear, depreciation or betterment
- a cost recoverable under the additional benefit below 'Agistment costs and loss of Agistment Income'.

We do not pay for a cost You incur more than 12 months after the date of the damage.

#### **Agistment costs and loss of Agistment Income**

We pay up to the greater of \$5,000 or the amount shown on the Certificate of Insurance towards agistment costs You reasonably incur or Agistment Income You do not receive as a consequence of damage to pasture, stubble, a Farm Building or Farm Fencing directly caused by a fire occurring at the Farm Premises during the Period of Insurance.

*Agistment costs include the costs You reasonably incur to remove Livestock to an agistment property and return them to the Farm Premises, and the lesser of the cost to purchase fodder or hand feed Livestock if Livestock are not agisted.*

We do not pay for agistment costs You incur or for Agistment Income You do not receive more than:

- 7 days following the date on which the damage could reasonably have been repaired; and
- 12 months after the date on which the damage happened,

whichever is earlier.

This benefit is otherwise subject to the terms of this policy.

#### **Biohazard benefit**

We will pay up to \$10,000 per occurrence, to a maximum of \$20,000 during the Period of Insurance for costs You incur to eradicate, prevent or contain the spread of any Exotic Disease affecting animals, poultry or plants at Your Farm Premises in accordance with any government legislative requirement.

The outbreak of the Exotic Disease must:

- not have originated at Your Farm Premises or any other premises owned or operated by You or Your family; and
- be sudden unforeseen and identifiable; and
- have originated at a location no more than 150 km from Your Farm Premises.

We will not pay for any costs as a consequence of:

- any Endemic Disease affecting animals, poultry or plants;
- any weed infestation, plague, pests or feral animals;
- any other condition not determined by the Australian Government Department of Agriculture, Fisheries and Forestry, or any other government agency with similar delegated authority which exists from time to time, to be an Exotic Disease affecting animals, poultry or plants; or
- any consequential loss, or any expenses recoverable by You from any government or any other property constituted authority.

#### **Building materials**

While You are altering or adding to a Farm Building or constructing a new building at the Farm Premises, this policy insures You against physical damage to the building materials on site, provided:

- the damage occurs during the Period of Insurance and within 3 months of the date on which the alteration, addition or new construction began; and
- the damage is directly caused by Storm (but not by rain, hail or snow accompanying the Storm) or events 1-5 or 7-11 on pages 21 and 22; and
- the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration, addition or new construction is \$100,000 or less.

This benefit is otherwise subject to the terms of this policy.

### **Contamination of milk**

We pay for contamination of milk if milk in a vat or pipe in a milking shed or dairy at the Farm Premises is contaminated during the Period of Insurance.

We only pay this benefit if:

- 'Other Property' is shown on the Certificate of Insurance; and
- the milk is contaminated by Accident or by a malicious act and the contamination is directly caused by:
  - a type of cleaning material or cleaning fluid used in the milking shed or dairy; or
  - the introduction into the milk of foreign matter other than bacteria.

We pay what You would have received from the sale of the milk at the time of the contamination up to the greater of \$5,000 or the sum insured shown on the Certificate of Insurance.

This benefit is otherwise subject to the terms of this policy.

### **Costs connected with rebuilding a Farm Building**

If We have paid or agreed to pay a claim for physical damage to a Farm Building, We pay the extra cost You reasonably incur to comply with the requirement of a government or statutory authority in relation to rebuilding the Farm Building (but not the cost for work required before the damage occurred).

This benefit is included in the sum insured shown for 'Farm Buildings' on the Certificate of Insurance.

We only pay this cost if We have approved it before You incur it and You rebuild the Farm Building within a reasonable time.

### **Demolition, architects and farm records costs**

If We have paid or agreed to pay a claim for damage to insured property, We pay up to the greater of \$10,000 or the amount shown on the Certificate of Insurance for each of the below towards the following costs You reasonably incur as a consequence of that damage for all claims arising out of the one event:

- demolition, clearing debris (but not carcass removal or disposal) and necessary temporary repairs at or adjoining the Farm Premises
- architects, surveyors and legal fees
- the restoration of Farm Business records and books of account.

### **Deterioration of farm produce**

If 'Other Property' is shown on the Certificate of Insurance We pay for:

- deterioration; or
- destruction due to the imminent deterioration,

of Your farm produce at the Farm Premises occurring during the Period of Insurance, but only if the deterioration or destruction due to the imminent deterioration is directly caused by You not being able to transport Your farm produce from the Farm Premises due to a road or railway in the vicinity of the Farm Premises becoming impassable because of fire, lightning, explosion, earthquake, Storm, Flood, landslide, road collapse or washout.

We pay what You would have received from the sale of Your farm produce at the time of the event that caused the deterioration or destruction due to the imminent deterioration, less the residual market value of Your farm produce immediately following the deterioration or destruction due to the imminent deterioration. We pay up to \$5,000 for all deterioration or destruction due to the imminent deterioration occurring during the Period of Insurance.

### **Employees' tools and equipment**

If 'Other Property' is shown on the Certificate of Insurance and events 1-11 directly causes physical damage to an Employee's tools or equipment at the Farm Premises during the Period of

Insurance, We pay up to \$5,000 towards the reasonable cost to repair or replace the damaged tools or equipment.

We only pay a claim for this benefit if We would have paid to repair or replace the damaged tools or equipment if they had belonged to You.

### **Escape of liquid**

If liquid overflows, leaks or bursts from a fixed system at the Farm Premises during the Period of Insurance and damages or is likely to damage insured property, We pay for the reasonable cost to investigate the cause of damage or likely damage. We pay up to \$25,000 for this benefit.

We do not pay to repair or replace any faulty part identified by the investigation, but We pay the cost to repair any damage directly caused by the investigation.

We only pay this benefit if 'Farm Buildings' is shown on the Certificate of Insurance.

### **Farm planning costs**

We pay up to \$5,000 towards the reasonable costs You pay to a reputable farm planning consultant to produce a written Farm Business plan.

We only pay this benefit if:

- We have paid or agreed to pay a claim for damage to Farm Property directly caused by events 2, 3, 4 or 5 on page 21 and the damage substantially interferes with the profitability of the Farm Business; and
- You only instructed the farm planning consultant because of the damage referred to in the first bullet point and You did so within 3 months of the occurrence of the damage referred to in the first bullet point; and
- You give Us a copy of the Farm Business plan if We request it.

### **Fees and costs for Livestock, Working Dogs and horses**

We pay the fees and costs You reasonably incur to:

- restore to health
- destroy for humane reasons
- remove and dispose of the carcasses of,

Your insured Livestock, Working Dogs or horses.

We pay up to:

- \$10,000 or the market value (up to a maximum of \$10,000) of the Livestock
- \$1,000 or the market value (up to a maximum of \$1,000) of working dogs and horses,

for which You have incurred the fees and costs.

We only pay this benefit if the fees and costs have been incurred as a consequence of injury to or death of:

- Livestock during the Period of Insurance directly caused by events 2, 3, 4, 7, 8, 9, 10 or 11
- a Working Dog or horse during the Period of Insurance directly caused by events 1-11.

### **Fire fighting costs**

We pay up to the greater of \$10,000 or the amount shown on the Certificate of Insurance towards the costs You reasonably incur to take steps at or adjoining the Farm Premises to safeguard property insured under this policy from the imminent threat of fire during the Period of Insurance.

### **Legal Costs**

We pay up to \$15,000 for Legal Costs, but only if We are satisfied there are reasonable prospects of success in the Legal Proceedings and that the Legal Costs You have incurred or will incur in fighting the Legal Proceedings are reasonable, having regard to the amount in dispute.

We only pay this benefit if 'Farm Buildings' is shown on the Certificate of Insurance and You:

- first become aware of the dispute giving rise to the Legal Proceedings during the Period of Insurance; and
- notify Us, as soon as reasonably possible, of any potential claim and supply enough information to enable Us to determine whether You have reasonable prospects of success; and
- use reasonable endeavours to ensure that Your lawyer gives Us any information, documents or advice We reasonably ask for; and
- inform Us as soon as reasonably possible, when You receive any offer to settle the Legal Proceedings.

We are entitled to stop paying for Your Legal Costs immediately if:

- You ignore, do not accept or reject an offer to settle, unless You satisfy Us that the offer is unreasonable; or
- We notify You that We no longer consider You have a reasonable prospect of success.

### **Mortgage discharge**

If We have paid or agreed to pay a claim for the destruction of a Farm Building, We pay up to \$5,000 towards the reasonable fees and charges You incur to discharge a mortgage in relation to that Farm Building.

### **Neighbours fire fighting equipment**

We pay up to \$10,000 to replenish fire fighting equipment belonging to Your neighbour which is damaged while fighting a fire on Your Farm Premises.

### **Other buildings**

We pay up to \$5,000 for physical damage directly caused by events 1-11 on pages 21 and 22 to a building or structure belonging to You but not shown on the Certificate of Insurance.

We only pay this benefit:

- if the damage occurs at the Farm Premises during the Period of Insurance; and
- if one or more buildings or structures of the same type are shown on the Certificate of Insurance; and
- if the damaged building or structure was at the Farm Premises at the commencement of this policy but is not shown on the Certificate of Insurance because of Your oversight; and
- to the extent You are not entitled to insurance cover under the additional benefit 'Building materials' on pages 24 and 25.

Any payment We make under this additional benefit will be calculated on an indemnity basis – see page 22.

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

If We have paid or agreed to pay a claim for damage to a Farm Building, We pay up to \$500 towards the reasonable cost You incur to remove and store contents off the Farm Premises if those contents:

- were stored in the Farm Building at the time the damage occurred; and
- would otherwise get in the way of those repairing that damage.

### **Replacement of trees**

We pay up to \$10,000 towards the reasonable costs You incur to remove burnt out stumps and to replace the stumps with seedlings and an appropriate protective guard if trees used at the Farm Premises for windbreak or erosion control are Accidentally destroyed by fire during the Period of Insurance.

### **Tax and superannuation audits**

We pay up to \$5,000 towards Professional Fees You reasonably and necessarily incur in connection with a Tax Audit if:

- 'Farm Buildings' and 'Other Property' are shown on the Certificate of Insurance; and
- the Tax Audit begins within the Period of Insurance but not within the first 3 months of the first time You take out this policy with Us. There is no 3 months condition when You renew Your policy in a second or later year.

We do not pay for Professional Fees You incur in connection with:

- work carried out more than 6 months after the date on which the Tax Audit began
- Returns not prepared by a lawyer, an accountant or a registered tax agent
- Your unreasonable refusal to comply with a request by the Australian Taxation Office for information or the production of documents
- a dispute over a tax, penalty, levy, cost, interest or fine imposed on You
- a dispute with a professional adviser You have engaged
- a fraudulent or criminal act or omission committed by You or with Your knowledge.

We only pay this benefit if You:

- notify Us as soon as reasonably possible upon becoming aware that a Tax Audit is to be carried out; and
- take reasonable steps to instruct Your lawyer, accountant or registered tax agent to give Us any relevant information, document or advice We ask for. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required; and

- expressly authorise the Australian Taxation Office to tell Us directly about any matter We ask about that is the subject of the Tax Audit.

We are entitled to stop paying Professional Fees if You unreasonably refuse to comply with a request by the Australian Taxation Office for information or the production of a document.

## Inflation protection

We automatically adjust the sums insured for Farm Buildings, Other Property and Farm Fencing by the percentage increase (if any) in the 'Australian Bureau of Statistics June Quarter Consumer Price Index (Key figures: weighted average of eight capital cities all groups June Quarter to June Quarter percentage change)' when We offer to renew this policy. Where the Period of Insurance is less than 365 days We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied Farm Premises

This policy does not provide any insurance if at the time the loss or damage occurs, the Farm Premises are unoccupied and have been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure You under this policy; and
- You ensure that all gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Agistment Income** means the income You would have received by continuing to provide pasture or stubble feed to the already agisted livestock of others pursuant to an agistment agreement made before the damage.

**Designated Tax** means any goods and services tax or any tax assessable in accordance with the provisions of the *Commonwealth Income Tax Assessment Act*, *Fringe Benefits Tax Assessment Act* or *Sales Tax Assessment Act*.

**Economiser** means a device that pre-heats air or fuel to take pressure off heating elements or help save on fuel.

**Endemic Disease** means a disease that is normally present within Australia.

**Exotic Disease** means a disease originating in a country outside Australia as determined by the Australian Government Department of Agriculture, Fisheries and Forestry or any other government agency with similar delegated authority which exists from time to time.

**Farm Fencing** means the fencing shown on the Certificate of Insurance, but only to the extent of Your financial interest in it.

**Fixed Structures** means items including plant that are permanently built, permanently constructed or permanently installed:

- in or on a Farm Building; and
- at the Farm Premises for the Farm Business.

**Fixed Structures** does not include any of the following:

- a Farm Building
- a dam, lake, river, creek, reservoir, canal or other watercourse (whether or not altered or modified)

- a bridge, overpass, underpass, crossing, tunnel or channel
- a road, driveway, path or railway track.

**Livestock** means an animal or bird belonging to You and used in connection with the Farm Business.

**Other Property** means:

- property, other than natural resources, which:
  - You own, borrow or for which You are legally liable; and
  - is used in connection with the Farm Business
- Your farm produce produced at the Farm Premises
- fuel and oil supplies used in connection with the Farm Business whilst stored in a purpose built storage tank at the Farm Premises.

*Some examples of Other Property are an auger, plough, air seeder, workshop tools and equipment and pumps; a farm consumable such as a stock of fencing wire and posts and wool packs.*

**Other Property** does not include:

- a building, shed, fencing, drafting yard or holding pen fence, gate and ramp, windmill, above ground transmitting line cable and wire and their supporting structure, or a tank, silo or similar structure
- any Fixed Structures
- grains, seeds, chemicals or fertilisers
- a tree, plant, shrub or vine in the ground
- unharvested or windrowed crop or hay
- hail or bird netting, except when in storage
- a living creature
- cash, negotiable instruments, stamps, a credit or debit card
- jewellery, furs, bullion, precious metals or stones
- a train or rolling stock, an aircraft, a boat, a jet ski, or a spare part or accessory in or on a train or rolling stock, an aircraft, a boat or a jet ski

- publicly or privately owned:
  - land
  - dams
  - bridges
  - canals
  - roads
  - tunnels
  - railway tracks
- centre pivot or lateral irrigators
- a vehicle or trailer.

**Professional Fees** means fees You incur with an independent lawyer, accountant or registered tax agent for professional work carried out by them in Australia.

**Retail Cost** means what it would cost to buy a Farm Vehicle of a similar make, model and condition at the time of the loss or damage.

**Returns** mean documents required to be lodged with the Australian Taxation Office in relation to goods and services tax or as Your annual income tax return.

**Tax Audit** means the conduct of a taxation or superannuation audit or an in depth investigation by the Australian Taxation Office of Your liability as a farmer carrying on the Farm Business to pay Designated Tax including the amount of such tax.

**Working Dogs** means dogs of suitable breed or training kept for their practical use in connection with the Farm Business, such as herding sheep, rather than as a pet or for showing.

# Farm loss of income policy

*This policy insures You against Your reduction in Gross Income as a direct consequence of physical damage to Farm Property or death of Livestock.*

*We calculate Your entitlements under the policy in accordance with the formula shown in the policy.*

*You only have this policy if:*

- You have selected Our Farm property damage policy or Our Farm general property policy; and*
- the risk shown on the Certificate of Insurance is 'Farm loss of income'.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

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<b>What is not insured</b>	<b>30</b>
<b>What We pay</b>	<b>30</b>
<b>Additional benefits</b>	
Solar panels and wind turbines	31
Suppliers' and customers' premises	31
<b>Special condition</b>	
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<b>Special definitions of words used in this policy</b>	<b>31</b>

## What You are insured against

This policy insures You against reduction of Gross Income to the Farm Business as a direct consequence of:

- physical damage to Farm Property at the Farm Premises during the Period of Insurance, but only if:
  - We have paid a claim for that damage under Our Farm property damage policy or Our Farm general property policy; or
  - that damage is to a motor vehicle You insure under Our Motor vehicle policy for 'Farm Use' with 'Comprehensive, fire theft and legal liability' or 'Fire and theft only' cover and We would have paid a claim for it under Our Farm property damage policy if You had insured the vehicle under that policy
- death of Livestock during the Period of Insurance, but only if:
  - We have paid a claim for the death of the Livestock under Our Farm property damage policy
  - We have paid a claim for the death of the Livestock under Our Livestock policy (which is not contained in this Plan)
  - the Livestock was agisted at the Farm Premises when it died and We would have paid a claim for its death under Our Farm property damage policy if You had owned the Livestock and insured it under Our Farm property damage policy in this Plan.

You are only insured under this policy if the reduction of Gross Income arising out of the one event is \$1,500 or more.

## What is not insured

This policy does not insure You against:

- 1 any reduction of Gross Income which occurs after:**
  - You formally decide to close or discontinue the Farm Business or that part of the Farm Business directly affected by the damage to Farm Property or death of Livestock which gave rise to the claim under this policy
  - a receiver or liquidator is appointed to carry on the Farm Business or that part of the Farm

Business directly affected by the damage to Farm Property or death of Livestock which gave rise to the claim under this policy

- the commencement of the winding up of the Farm Business or that part of the Farm Business directly affected by the damage to Farm Property or death of Livestock which gave rise to the claim under this policy
  - 12 months following the date on which the damage to Farm Property or the death of the Livestock occurred.
- 2 any loss You suffer as a result of breach of contract.**
  - 3 loss of the amount You would have received if You had sold (or sold at a higher price) the Farm Property which was damaged or the Livestock which died.**

*This policy insures You against the financial consequence of damage to Farm Property or death of Livestock. It does not insure You against the damage to Farm Property or the death of Livestock.*

*For example, if a cow dies, this policy will insure You for the Gross Income You would have received from the milk produced by the cow if it had not died. It does not insure You for the market price of the cow which died.*

## What We pay

We pay the amount shown on the Certificate of Insurance for 'Loss of Gross Income' or the amount resulting from application of the following formula, whichever is less.

**A minus B minus C**, where:

- **A** is the Gross Income which the Farm Business probably would have received if not for the damage to Farm Property or the death of Livestock which gave rise to the claim under this policy, not exceeding the sum insured for 'Loss of Gross Income' shown on the Certificate of Insurance; and
- **B** is the Gross Income which the Farm Business actually received after the damage to Farm Property or the death of Livestock which gave rise to the claim under this policy; and
- **C** is the amount of the costs the Farm Business did not incur, but that it probably would have incurred for the sole purpose of

earning Gross Income, if not for the damage to Farm Property or death of Livestock which gave rise to the claim under this policy. *For example, these costs include the cost of feed You might have bought and fed to Livestock if they had not died, for the purpose of earning income from the sale of milk.*

*In calculating the Gross Income which the Farm Business probably would have received if not for the damage to Farm Property or the death of Livestock which gave rise to the claim under this policy, We will have regard to the experience of the Farm Business for a 12 month period leading up to the damage to Farm Property or death of Livestock (if the Farm Business has been operating for that amount of time).*

*If the Farm Business is conducted in discrete parts and the trading results for the part affected by the damage to Farm Property or the death of Livestock can be reasonably easily determined, the formula will apply separately to each part affected by the damage to Farm Property or the death of Livestock.*

We also pay for:

- additional expenditure reasonably incurred by the Farm Business for the sole purpose of avoiding or diminishing the reduction in Gross Income as a result of the damage to Farm Property or the death of Livestock, but only up to the amount of the insured loss of Gross Income thereby avoided; and
- the reasonable cost charged by Your accountant to perform work to satisfy Us of the amount of the reduction in Gross Income, but only up to the sum insured for 'Accountant fees' shown on the Certificate of Insurance.

We only pay:

- a claim under this policy to the extent that You cannot claim the reduction in Gross Income under an additional benefit in Our Farm property damage policy
- the amount that would have been payable had You repaired, replaced or reinstated Farm Property or replaced Livestock within a reasonable period
- up to the sum insured for 'Loss of Gross Income' shown on the Certificate of Insurance as a consequence of all damage to Farm Property or death of Livestock during the Period of Insurance.



## Additional benefits

### Solar panels and wind turbines

If We have paid or agreed to pay a claim for damage to solar panels and wind turbines under Our Farm property damage policy in this Plan, We will also pay You for loss of income as a direct result of that damage to solar panels or wind turbines.

We will pay the amount of income or credit the Farm Business would have received for the kWh that would have been produced by the solar panels and wind turbines if not for the damage. The amount We pay will be calculated based on the average value per kWh that You were paid or credited in the last 30 days prior to the damage. We only pay this benefit if Your solar panels or wind turbines are insured under the Farm property damage policy and shown on Your Certificate of Insurance.

The most We will pay is \$5,000 during any one Period of Insurance.

### Suppliers' and customers' premises

We treat damage to property in Australia at:

- Your suppliers' premises; or
- Your customers' premises,

as if it was damage to Farm Property at the Farm Premises.

We only pay a claim for this benefit if:

- 'Suppliers and customers premises' is shown on the Certificate of Insurance; and
- We would have paid a claim for the damage to the property if it had been insured under Our Farm property damage policy.

## Special condition

### Keeping records

You must keep and maintain proper records of the Farm Business.

If You are making a claim under this policy, You must give Us:

- access to the records of the Farm Business at any reasonable time and place; and
- all relevant information and help We may need in handling the claim. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Farm Property** means property insured by You under Our Farm property damage policy, Our Farm general property policy or Our Motor vehicle policy.

**Gross Income** means the amount paid or payable to the Farm Business for:

- farm produce sold and delivered (after adjustments for opening and closing stocks)
- agisting Livestock that You do not own at the Farm Premises
- services rendered
- rent.

**Livestock** means an animal or bird You keep at the Farm Premises and use in connection with the Farm Business and which normally produces income for the Farm Business, other than by sale of the Livestock itself.

*Some examples of Livestock which might normally produce income for the Farm Business other than by sale of the Livestock itself, are:*

- *sheep if they normally produce a wool clip for the Farm Business; or*
- *cows if they normally produce milk for sale for the Farm Business.*

# Farm general property policy

*This policy insures You against  
Accidental loss of or damage to or theft  
of:*

- *General Property*
  - *if 'General Property' is shown on the Certificate of Insurance.*
- *Beehives:*
  - *if 'Beehives' is shown on the Certificate of Insurance.*
- *Other Property*
  - *if 'Other Property' is shown on the Certificate of Insurance.*

*You only have this policy if the risk shown on the Certificate of Insurance is 'Farm general property'.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

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<b>What is not insured</b>	<b>33</b>
<b>What We pay</b>	<b>33</b>
<b>Special condition</b>	
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<b>Special definitions of words used in this policy</b>	<b>34</b>

## What You are insured against

This policy insures You against Accidental loss of, Accidental damage to, or theft of:

- General Property if 'General Property' is shown on the Certificate of Insurance
- Your Beehives and honey, in or extracted from them, if 'Beehives' is shown on the Certificate of Insurance
- Other Property if 'Other Property' is shown on the Certificate of Insurance, occurring in Australia during the Period of Insurance.

## What is not insured

This policy does not insure You against:

### 1 loss or damage directly or indirectly caused by or arising out of:

- a rise in temperature within a purpose built container directly caused by a failure to maintain the supply of liquid nitrogen to that container
- any living creature
- loss of weight or protein
- a change in taste, flavour, odour, colour, texture or finish
- contamination, evaporation or pollution
- smut, soot or smoke from an industrial operation
- dampness of atmosphere
- a sudden variation in atmospheric conditions
- a latent fault or the inherently harmful nature of a product
- a manufacturing process
- adjusting, testing or servicing operations
- a structural fault, faulty workmanship or faulty materials
- faulty design, formula, specification, plan or pattern
- wear, tear, fading, rust, corrosion, oxidation, gradual deterioration or exposure to light or darkness
- scratching, splitting or tearing
- fraud
- Flood

- data corruption
  - lack of maintenance.
- ### 2 loss or damage directly caused by:
- rain, hail, snow or escape of liquid to an insured item unless the damage occurs when the insured item is in a fully roofed building
  - the impact of hailstones
  - sea or tidal wave (even if directly caused by an earthquake)
  - Storm Surge or tsunami
  - a process involving the deliberate application of heat (only the thing intended to be heated is not insured)
  - earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:
    - a) earthquake; or
    - b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

- ### 3 physical loss of or damage to goods maintained in a temperature controlled environment where the loss or damage is directly caused by mechanical, electrical, hydraulic or electronic breakdown of temperature controlling equipment.
- ### 4 physical loss of or damage to semen or embryos or their ampoules or straws except when in a purpose built container.
- ### 5 mechanical, electrical, hydraulic or electronic breakdown, failure, malfunction or derangement of a machine or electrical or electronic device.
- ### 6 loss or damage recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

- ### 7 theft by an Employee or a number of Employees acting in collusion.
- ### 8 damage that is mildew.
- ### 9 damage that is mould or wet or dry rot, unless arising from an event covered under this policy.
- ### 10 loss or damage directly or indirectly caused by or arising out of or in connection with germs, disease, virus, bacteria or other contagion.

## What We pay

### General Property, beehives and Other Property

If an item of General Property, beehives or Other Property (but not farm produce) is damaged, We replace, reinstate or repair the item that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If a beehive is lost, destroyed or stolen, We pay the cost to replace the beehive as new at the time of the loss, destruction or theft.

If an item of General Property or Other Property (but not farm produce) is lost, destroyed or stolen, We pay the Retail Cost of the item at the time it was lost, destroyed or stolen.

If Your farm produce is lost, destroyed, stolen or damaged, We pay what You would have received from the sale of the farm produce at the time of the loss, destruction, theft or damage, less any residual market value of the farm produce immediately following the damage.

We pay up to the sum insured shown on the Certificate of Insurance for the item of General Property lost, destroyed, stolen or damaged for all claims arising out of the one event.

### Limits on what We pay for certain items of property

We pay up to the greater of \$2,000 or the amount shown on the Certificate of Insurance, for a lost, destroyed or stolen picture, painting, work of art or curio.

We pay the stationery value only for a lost, destroyed or stolen computer record, document, manuscript or business book.

## Special condition

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**General Property** means the 'General Property' shown on the Certificate of Insurance.

**Other Property** means:

- property, other than natural resources, which:
  - You own, borrow or for which You are legally liable; and
  - is used in connection with the Farm Business
- Your farm produce produced at the Farm Premises.

*Some examples of Other Property are augers, workshop tools and pumps.*

**Other Property** does not include:

- General Property
- beehives, the bees and honey in them or honey extracted from them
- a building, shed, fencing, drafting yard or holding pen fence, gate and ramp, windmill, above ground transmitting line cable and wire and their supporting structure, or a tank, silo or similar structure

- any fixed structures
- grains, seeds, chemicals or fertilisers
- a tree, plant, shrub or vine in the ground
- unharvested or windrowed crop or hay
- hail or bird netting, except when in storage
- a living creature
- cash, negotiable instruments, stamps, a credit or debit card
- jewellery, furs, bullion, precious metals or stones
- a train or rolling stock, an aircraft, a boat, a jet ski, or a spare part or accessory in or on a train or rolling stock, an aircraft, a boat or a jet ski
- publicly or privately owned:
  - land
  - dams
  - bridges
  - canals
  - roads
  - tunnels
  - railway tracks
- centre pivot or lateral irrigators
- a vehicle or trailer.

**Retail Cost** means what it would cost to buy an item of a similar make, model and condition at the time of the loss or damage.

# Farm transit policy

*This policy insures You against physical loss of or physical damage to or theft of property insured under this policy while in Transit within Australia.*

*You only have this policy if the risk 'Farm transit' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

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<b>What We pay</b>	<b>36</b>
<b>Additional benefits</b>	
Removal of debris	36
Temporary agistment	37
<b>Special condition</b>	
Reinstatement of sum insured	37
<b>Special definitions of words used in this policy</b>	<b>37</b>

## What You are insured against

This policy insures You against physical loss of or physical damage to or theft of:

- Farm Property if 'Farm Property' is shown on the Certificate of Insurance
- Livestock if 'Livestock' is shown on the Certificate of Insurance,

occurring during the Period of Insurance whilst in Transit in Australia.

You are only insured for loss or damage if it is directly caused by:

- fire, lightning, explosion or earthquake
- collision or overturning of a vehicle transporting the Farm Property or Livestock
- Farm Property or Livestock Accidentally falling from a vehicle whilst being:
  - loaded onto or unloaded from the vehicle
  - transported in or on the vehicle, but only if it was properly secured at the commencement of the particular journey during which it fell.

*In the case of Livestock, damage means injury to the Livestock which results in loss of condition.*

## What is not insured

This policy does not insure You if at the time of the event which causes the loss or damage the vehicle transporting Farm Property or Livestock is:

- 1 not registered when the law requires it to be registered.**
- 2 carrying, towing or lifting a heavier load or carrying more passengers than it is designed for or is permitted by law, to the extent such carrying, towing or lifting caused or contributed to loss or damage.**
- 3 operated in an unsafe or not unroadworthy condition and that operation caused or contributed to the loss, destruction or damage.**

- 4 being driven by a person who does not have a driver's licence when he or she is required by law to have one.**

*If You were not the driver or the person operating or in charge of the vehicle at the time of the event, We will not apply exclusion 4 if You can satisfy Us that You did not know and could not reasonably have known, that the driver or person in charge was not so licenced.*

- 5 being driven by or is being operated by or in the charge of a person who:**

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

*If You were not the driver or the person operating or in charge of the vehicle at the time of the event, We will not apply exclusion 5 if You can satisfy Us that You did not know and could not reasonably have known, that the driver or person in charge was under the influence of alcohol or a drug.*

## What We pay

### Farm Property

If Farm Property other than farm produce is damaged, We replace, reinstate or repair the part of the Farm Property that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If Farm Property other than farm produce is lost, destroyed or stolen, We pay the Retail Cost of the Farm Property at the time it was lost, destroyed or stolen.

If Farm Property which is farm produce is lost, destroyed, stolen or damaged, We pay what would have been received from the sale of the farm produce at the time it was lost, destroyed or stolen less any residual market value of the farm produce immediately following it being lost, destroyed or stolen.

If an item of Farm Property (including farm produce) is specified on the

Certificate of Insurance, We pay up to the sum insured shown for that item.

For any other item of Farm Property, We pay up to the 'Limit any item' shown on the Certificate of Insurance.

We pay up to the sum insured shown on the Certificate of Insurance for 'Farm Property' for all claims arising out of the one event.

### Limits on What We pay for certain items of property

We pay up to the greater of \$2,000 or the amount shown on the Certificate of Insurance, for a lost, destroyed, stolen or damaged picture, painting, work of art or curio.

We pay the stationery value only for a lost, destroyed, stolen or damaged computer record, document, manuscript or business book.

### Livestock

If Livestock is lost, destroyed (including slaughter for humane reasons) or stolen, We pay the market value of the Livestock at the time it was lost, destroyed or stolen.

If Livestock is injured, We pay what We would have paid if the Livestock had died, less the residual value of the Livestock at the time of the event as a result of the event.

If an animal is specified on the Certificate of Insurance, We pay up to the sum insured shown for that animal.

We pay up to the sum insured shown on the Certificate of Insurance for Livestock for all claims arising out of the one event.

## Additional benefits

### Removal of debris

If We have paid or agreed to pay a claim for damage to Farm Property or the death of Livestock under this policy, We will pay You the reasonable cost You incur to remove or destroy the Farm Property or carcasses of the Livestock.

This benefit is included in the sum insured shown for 'Livestock' and 'Farm Property' on the Certificate of Insurance.

### Temporary agistment

This policy is extended to insure You for the reasonable cost You incur to herd or temporarily agist Livestock to prevent them from straying following fire, lightning, explosion, earthquake or the collision or overturning of a vehicle transporting the Livestock during the Period of Insurance.

We will pay up to a maximum of \$5,000 for all claims for this additional benefit during the Period of Insurance.

### Special condition

#### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Farm Property** means property, other than natural resources, which:

- You own, borrow or for which You are legally liable; or
- is being transported by You for others without reward.

**Farm Property** does not include:

- a building
- a living creature
- cash, negotiable instruments, stamps or a credit or debit card
- jewellery, furs, bullion, precious metals or stones
- a vehicle (other than a Farm Vehicle), train or rolling stock, aircraft, boat, jet ski, or a spare part or accessory in or on a vehicle (other than a Farm Vehicle), train or rolling stock, aircraft, boat or a jet ski.

**Livestock** means an animal or bird belonging to You and used in connection with the Farm Business or which You are transporting for another Person for no reward.

**Retail Cost** means what it would cost to buy an item of a similar make, model and condition at the time of the loss or damage.

# Farm legal liability policy

*You only have this policy if the risk 'Farm legal liability' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

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<b>Special definitions of words used in this policy</b>	<b>45</b>



## What You are insured against

This policy insures You against Your legal liability to pay compensation for Personal Injury or Damage to Property that happens during the Period of Insurance in connection with the Farm Business and:

- is directly caused by an Occurrence; and
- happens:
  - in Australia; or
  - outside Australia, but only with respect to:
    - \* an overseas visit by You in connection with the Farm Business, but not if You are performing manual work or supervising manual work in the United States of America or Canada or their protectorates or dependencies; or
    - \* products supplied from Australia, but the indemnity granted in relation to such products shall not apply to claims in respect of Personal Injury or Damage to Property happening in the United States of America or Canada or their protectorates or dependencies where, with your knowledge, such products have been exported to the United States of America or Canada or their protectorates or dependencies.

*There is no cover for products supplied from Australia if 'No cover for product liability' is shown on Your Certificate of Insurance.*

## What is not insured

**This policy does not insure You against a liability:**

### 1 agreements:

- that arises pursuant to or in connection with an agreement, to the extent that in that agreement You:
  - expressly take on a liability which You would not have had if that agreement had not been made, unless the liability is in relation to a claim by a lessor for Damage to Property

pursuant to the terms of a lease of premises which You lease and occupy in connection with the Farm Business; or

- expressly give up a right which You would have had if the agreement had not been made.

### 2 Aircraft, Hovercraft:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - the ownership, maintenance, operation, or use by You of any Aircraft or Hovercraft; or
  - Your ownership, occupation or control of a property, building, or structure normally used as a landing area or in or on which Aircraft are housed, maintained or operated, unless:
    - \* the liability does not directly arise out of such use; or
    - \* 'Landing areas' is shown on the Certificate of Insurance and the Personal Injury or Damage to Property occurs at the Farm Premises.

### 3 Aircraft products:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with any:
  - products which You knew or had reasonable cause to believe would be or is intended for incorporation into any critical part, the structure, machinery or controls of any Aircraft; or
  - component parts intended to perform a functional or structural role in the safe operation or stability of any Aircraft.

### 4 compulsory and other insurance

- if You are required by law to be insured against that liability under another policy of insurance  
*For example, You may be required by law to be insured against that liability by a compulsory workers' compensation or employers' indemnity policy, a compulsory motor vehicle third party personal injury policy or a compulsory professional indemnity policy.*
- if You are entitled to be indemnified against that liability

under another policy of insurance taken out by some other Person.

### 5 construction:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - construction, erection, alteration or addition, repair, maintenance, or demolition to or of buildings not owned or occupied by You carried out by You or carried out on Your behalf if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for that construction, erection, alteration, addition, repair, maintenance or demolition exceeds \$1,000,000. However this exclusion does not apply if:
    - \* You notify Us of the contract prior to works under the contract commencing; and
    - \* We agree not to apply this exclusion; and
    - \* You pay any additional premium and accept any additional conditions We require.
  - vibration, tunnelling, underpinning, or the removal or weakening of or interference with the support of dry land, property or a building or structure.

### 6 defamation:

- for defamation.

### 7 directors and officers liability:

- arising directly from Your position as a director or officer of a company.

### 8 pandemic and epidemic:

- whether actual or alleged, directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with:
  - a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease;
  - any Time Element Loss that is directly caused by any competent public authority closing or evacuating Your Farm Premises as a result of

the outbreak and presence of any of the following human diseases at Your Farm Premises, to the extent that such Time Element Loss is covered under any of the policies in this Plan:

- \* any disease determined to be a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the *Biosecurity Act 2015 (Cth)* including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;
  - \* any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC);
  - \* Highly Pathogenic Avian Influenza (HPAI) in humans; or
  - \* influenza with pandemic or epidemic potential; or
- any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

Provided that this exclusion will not apply to damage to property insured under the Farm property damage policy or loss and additional costs under the Farm loss of income policy, as a consequence of damage to the property insured under the Farm property damage caused by a peril, other than Accidental damage, covered under any of the policies in this Plan.

This exclusion does not apply to the Farm legal liability policy, Classic home policy, Standard home policy, Personal legal liability policy, Domestic workers policy (WA only) Motor vehicle policy, Pleasure boat policy and Personal accident and illness policy.

#### 9 firearms:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of an activity involving the use of a

firearm, unless the Personal Injury or Damage to Property is directly caused by Your use of the firearm or by someone You have agreed to pay to use the firearm.

#### 10 genetically engineered or genetically modified substance or organism (GMO):

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a genetically engineered or genetically modified substance or organism.

This exclusion does not apply if:

- the liability arises out of the substance or organism coming into or onto the Farm Premises during the Period of Insurance; and
- immediately before the substance or organism came into or onto the Farm Premises:
  - \* neither You nor any of Your Employees or agents, expected or intended it to come into or onto the Farm Premises; and
  - \* a reasonable Person in Your, or in Your Employees or agents position, with Your and their experience, would not have expected it to do so.

This exclusion also does not apply if the substance or organism is an agricultural seed, plant, tree, vine or shrub You planted, grew, harvested, processed or stored at the Farm Premises, unless experimental or being trialled by You and acquired directly from a GMO manufacturer or importer.

*If You are involved with GMO's and require liability insurance not provided by this policy, You should discuss Your needs with Us.*

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of You manufacturing or importing a genetically engineered or genetically modified substance or organism.

#### 11 lack of performance:

- for compensation for delay or lack of performance under a contract made by or for You or on Your behalf.

#### 12 manufacture of pesticides or herbicides:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the manufacture, distribution or sale of pesticides or herbicides.

#### 13 partnership:

- of a partner to another partner where the partnership is an insured under this policy.

#### 14 pollution:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), but this exclusion does not apply if the actual discharge, dispersal, release or escape:
  - is not expected or intended by You; and
  - would not have been expected by a reasonable person in Your position and with Your knowledge and experience; and
  - is directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance.
- for any costs incurred in preventing, removing, nullifying or cleaning up any discharge, dispersal, release or escape as described in the first bullet point of this exclusion '14 pollution', but this exclusion does not apply to:
  - removal, nullifying or clean-up costs which are consequent upon an unexpected, unintended and sudden cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Damage to Property.

#### 15 products:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:

- a product You sold or supplied if ‘No cover for product liability’ is shown on the Certificate of Insurance
- the inherently harmful nature of a product You sold or supplied
- the faulty design, formula, specification, plan or pattern of a product You sold or supplied, but only if You, an Employee or Your agent was directly involved in some or all of the design, formula, specification, plan or pattern of the product
- a fault in a product You sold or supplied which You, an Employee or Your agent knew or ought to have known about at the time the product left Your physical or legal possession, custody or control
- for the failure of a product You sold or supplied to meet the level of performance, quality, fitness or durability You represented either expressly or impliedly
- for the cost to:
  - investigate the cause of a fault of a product You sold or supplied; or
  - trace, recall, repair or replace a product or refund the purchase price for a product You sold or supplied.

#### **16 professional duty:**

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a breach of duty owed in a professional capacity by You, by an Employee or by anyone else for whom You might be held legally liable. This exclusion does not apply to a claim for Personal Injury or Property Damage arising directly out of:
  - first aid treatment rendered by or for You or on Your behalf on the Farm Premises, but only if the Farm Business does not involve rendering medical treatment to humans; or
  - advice which is given by You without charging any fee; or
  - advice given by You in respect of the use or storage of Your products.

#### **17 shows, field days, fetes, carnivals and similar functions:**

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of a Person participating in:
  - a competition or exhibition involving:
    - \* the riding or driving of an animal
    - \* acrobatics, gymnastics or aerobics
    - \* a display of physical fitness or strength
  - the use of pyrotechnics, explosives or combustibles or a rocket or missile of any kind
  - a display by the armed forces
  - the use of, or the riding or driving of a mechanically driven device.

This exclusion 17 only applies if the activity is held at or in association with a show, field day, fete, carnival or similar function.

#### **18 sport and recreation:**

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - an activity involving:
    - \* power boating, aquaplaning, jet skiing, waterskiing or an underwater activity
    - \* flying, gliding, parachuting, skydiving or hot air ballooning
- for Personal Injury to a paying guest of Yours or a person staying with or visiting the guest directly or indirectly caused by or arising out of an activity involving that guest or person riding:
  - an animal unless ‘Animal riding’ is shown on the Certificate of Insurance
  - a motorcycle, trail bike or scooter unless ‘Cycle riding’ is shown on the Certificate of Insurance
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - an activity involving:
    - \* canoeing, kayaking or white water rafting

- \* abseiling, rock climbing, mountaineering or caving
- \* ski jumping or bungee jumping
- \* hunting on horseback, rodeo, horse or harness training, trialling or racing, polo or polocrosse or camp drafting
- \* the use of any chair lift, cable car or flying fox
- the organised playing, training or coaching of:
  - \* football of any kind
  - \* water polo
  - \* hockey or lacrosse
  - \* basketball or netball
  - \* wrestling, boxing or a martial art.

#### **19 territorial limits:**

- for a claim brought:
  - in the United States of America or Canada or their protectorates or dependencies
  - in a country other than Australia in which You are represented by a branch office, an agent or an Employee
  - in Australia based upon or to enforce a claim described in the first or second dash above
- for a claim brought against You for the faulty nature, condition or quality of a product in a country other than Australia in which the law of that country requires liability in respect of a product sold or supplied to be insured or secured with an insurer or organisation which is licensed in that country to grant such insurance or security
- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - a product sold or supplied by You unless that product directly caused the Occurrence and was sold or supplied by You in Australia in connection with the Farm Business
  - a product sold or supplied by You and exported to the United States of America or Canada or their protectorates or dependencies.

## 20 treatment:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of treatment, other than a first aid service, which You or anyone on Your behalf prescribed or administered.

## 21 underground services:

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of loss of or damage to an underground service or underground property unless at the time the Occurrence happened the person who caused the loss or damage:

- could readily see the underground service or underground property; or
- could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

*For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of underground services.*

## 22 vehicles or Watercraft (including any attachments to them):

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the ownership, maintenance, operation or use of any Watercraft exceeding 8 metres in length.
- for loss of or damage to a vehicle unless at the time of the Occurrence:
  - You had agreed to hire the vehicle for not more than 72 hours and:
    - \* the vehicle was in Your physical or legal possession, custody or control; and
    - \* the vehicle was being used in connection with the Farm Business

- You had borrowed the vehicle and:
  - \* the vehicle was in Your physical or legal possession, custody or control; and
  - \* the vehicle was being used in connection with the Farm Business; and
  - \* the Occurrence happened at or within 100 kilometres of the Farm Premises.

- for Damage to Property directly or indirectly caused by or arising out of the use of a registered vehicle unless at the time of the Occurrence the vehicle was in Your physical or legal possession, custody or control and was being used in connection with the Farm Business and:

- You had agreed to hire the vehicle for not more than 72 hours or You had borrowed the vehicle; or
- the vehicle was at or within 100 kilometres of the Farm Premises; or
- the vehicle was being used in circumstances in which the law did not require it to be registered.

- for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the use of a vehicle if at the time of the Occurrence the vehicle was:

- unregistered when the law required it to be registered
- part of the stock in trade of the Farm Business
- carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law to the extent that such carrying, towing or lifting caused or contributed to such injury or damage
- carrying a passenger for payment
- let or hired to another Person
- involved in, or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration
- operated in an unsafe or unroadworthy condition and that operation caused

or contributed to the loss, destruction or damage

- being driven, towed, operated by, or in the charge of a person who:
  - \* did not have a licence required by law; or
  - \* did not comply with all of the terms and conditions of their licence; or
  - \* was under the influence of alcohol or a drug; or
  - \* had more than the legal limit of alcohol or a drug in their blood; or
  - \* subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.

*If You were not the driver or the person operating or in charge of the vehicle at the time of the Occurrence, We will not rely on this exclusion 22 if You can satisfy Us that at the time of the Occurrence You did not know and could not reasonably have known, that the driver or person operating or in charge:*

- did not have the required licence; or
- did not comply with all of the terms and conditions of their licence; or
- was or might be under the influence of alcohol or a drug.

- for or in respect of any of the liabilities mentioned under the heading 'What is not insured for legal liability' in Our Motor vehicle policy on page 89 of this Plan.

## 23 workmanship:

- for the cost to do, redo, complete, correct or improve any work (including the supply of materials or parts) which You or anyone for You or on Your behalf did or should have done in the first place.

*This exclusion 23 does not apply to Your liability for Damage to Property or Personal Injury as a consequence of the work You or anyone on Your behalf did or should have done.*

## 24 You, Your Family, Employees and workers:

- for loss of or damage to property belonging to or being rented, hired, leased or hire purchased by:
  - You, unless it is to:
    - \* premises You lease and occupy in connection with the Farm Business
    - \* a vehicle
  - a member of Your Family or a person who lives solely with You or a member of Your Family
  - an Employee if the loss or damage arises out of or in the course of their employment with You
- for Personal Injury to:
  - You or a member of Your Family or a person who lives with You or Your Family permanently
  - an Employee if the Personal Injury arises out of or in the course of their employment with You
  - a person working with You under a government scheme.

## 25 cyber and data:

- arising out of Damage to Property, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- arising out of Your products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- directly or indirectly caused by, contributed to by or as a consequence of Data Loss caused by a Cyber Act; or
- directly or indirectly caused by, contributed to by, or as a consequence of an act, error or omission by You or on Your behalf in controlling, preventing, suppressing, retaliating against, or responding to a Cyber Act or Data Loss caused by a Cyber Act.

However, this exclusion does not apply to claims for:

- Personal Injury, excluding mental anguish or mental injury; or

- Damage to Property, excluding Data

directly caused by a Cyber Act.

For the purpose of this exclusion only, the following special definitions apply:

**Computer System** means any computer, hardware, software, communications system (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by You or any other party.

**Cyber Act** means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

**Data Loss** means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Data including any monetary amount pertaining to the value of such Data, the infringement of intellectual property rights and breach of confidentiality.

## What We pay

### Limit any one Occurrence

We pay up to the 'Limit of indemnity limit any one Occurrence' shown on the Certificate of Insurance for any one Occurrence unless the claim is for loss of or damage to property in Your physical or legal possession, custody or control, in which case We only pay

up to the greater of \$250,000 or the sum insured shown on the Certificate of Insurance for 'Property in Your physical or legal control'.

### Aggregate limit per Occurrence

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

### Aggregate limit for fire, Flood or explosion liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for fire, Flood or explosion liability' for liability for all Occurrences that happen during the Period of Insurance and are directly or indirectly caused by or arise out of fire, Flood or explosion.

### Aggregate limit for product liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for product liability' for liability for all Occurrences that happen during the Period of Insurance and are directly or indirectly caused by or arise out of a product You sold or supplied.

### Aggregate limit for pollution liability

We pay up to the limit shown on the Certificate of Insurance for 'Aggregate limit for pollution liability' for liability for all Occurrences that happen during the Period of Insurance and give rise to a liability to pay:

- compensation for pollution; or
- for the cost to prevent, remove, nullify or clean up actual, alleged or threatened pollution.

### Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You under this Plan even though You may have a claim under another policy.

## Additional benefits

### Aerial spraying

This policy is extended to insure You against Your legal liability as a principal for Personal Injury or Damage to Property directly caused by the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids

or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater), but only if the actual discharge, dispersal, release or escape is directly caused by the aerial spraying of a chemical, herbicide or insecticide during the Period of Insurance as part of the management of the Farm Business.

The maximum We pay for liability for damage to:

- a cotton crop is \$100,000 any one Occurrence
- a crop other than a cotton crop is \$1,000,000 any one Occurrence.

You will be required to pay the first \$30,000 or the amount shown on the Certificate of Insurance (whichever is greater), as an excess for each claim for this additional benefit.

#### Car parks

This policy is extended to insure You against legal liability for Personal Injury or Damage to Property directly caused by a vehicle in Your possession, custody or control if:

- the Personal Injury or Damage to Property happens at the Farm Premises during the Period of Insurance and is directly caused by an Occurrence; and
- the Occurrence happens in the course of or arises out of You providing a car parking service for a customer, guest or visitor in connection with the hospitality provided by the Farm Business; and
- the Occurrence is not a direct consequence of the service, repair or maintenance of a vehicle; and
- the vehicle does not belong to You and is not used by You, for You or on Your behalf independently of the Farm Business; and
- the owner of the vehicle is not required by law to be insured against the liability under another policy of insurance.

This benefit is otherwise subject to the terms of this policy.

#### Ground based spraying

This policy is extended to insure You against Your legal liability for Personal Injury or Damage to Property directly caused by the escape from the Farm

Premises of a chemical, herbicide or insecticide sprayed from a ground based system by You, by an Employee or by someone for whom You are legally liable, if:

- the ground based system was located at the Farm Premises; and
- the chemical, herbicide or insecticide was sprayed as part of the management of the Farm Business; and
- the escape:
  - was not expected or intended by You; and
  - would not have been expected by a reasonable person in Your position and with Your knowledge and experience; and
  - was directly caused by a sudden event which takes place at a clearly identifiable point in time during the Period of Insurance.

The maximum We pay for liability for damage to:

- a cotton crop is \$100,000 any one escape;
- a crop other than a cotton crop is \$1,000,000 any one escape.

This benefit is otherwise subject to the terms of this policy.

#### Functions at the farm

This policy is extended to insure You against a liability for Personal Injury or Damage to Property directly caused by an Occurrence that happens at a wedding or reception held at the Farm Premises during the Period of Insurance.

This benefit is otherwise subject to the terms of this policy.

#### Legal Costs

If We agree to indemnify You for a liability You may have for a claim made against You, We pay the reasonable Legal Costs You incur with Our prior written consent to defend or settle the claim.

This benefit is in addition to the 'Limit of indemnity limit any one Occurrence' shown on the Certificate of Insurance.

#### Queensland tracked cane harvesting equipment

This policy is extended to insure You, the State of Queensland, the Chief Executive of the Queensland

Department of Main Roads and his or her servants and agents against Your and their legal liability to pay compensation for:

- Personal Injury
- Damage to Property,

directly caused by the driving of tracked cane harvesting equipment across an Approved Single Crossing Point or within a Permitted Zone.

This benefit also insures You against Your legal liability to indemnify the State of Queensland, the Chief Executive of the Queensland Department of Main Roads and his or her servants and agents imposed on You by the Approval.

You are only entitled to this benefit if the tracked cane harvesting equipment was driven across an 'Approved Single Crossing Point' or within a 'Permitted Zone':

- pursuant to an Approval; and
- during the Period of Insurance.

We pay up to \$10,000,000 for all claims arising out of any one Occurrence.

This benefit does not insure any liability for road damage directly caused by the tracked cane harvesting equipment.

## Special conditions

#### Discharge of liabilities

We may pay You the amount of the 'Limit of indemnity' shown on the Certificate of Insurance (after We deduct any sums We have already paid), or any lesser sum for which the claim can be settled, in respect of a claim. If We make such a payment We will relinquish the conduct of the claim and have no further liability in connection with the claim.

#### Keeping records

During the Period of Insurance and for a reasonable period following the Period of Insurance, You must retain:

- the names and addresses of the suppliers and manufacturers of any product or component You purchase which You sell, supply or work on
- all documents relating to the purchase of such products and components and which describe the nature and date of any work You perform

- the names and addresses of the purchasers of the products You sell or supply
- all documents relating to the sale or supply of products.

#### Reminder

*As mentioned on page 11 of this Plan, You must not, without Our prior consent, negotiate, pay or settle a claim by or against anyone else for the loss, damage or injury.*

### Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Aircraft** means any craft or object designed to travel through air or space, other than model aircraft.

**Approval** means a written approval issued to You by the Queensland Department of Main Roads for the driving of tracked cane harvesting equipment across an Approved Single Crossing Point or within a Permitted Zone.

**Approved Single Crossing Point** means a single crossing point or points approved by the Queensland Department of Main Roads in the Approval.

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

**Permitted Zone** means a zone approved by the Queensland Department of Main Roads in the Approval.

**Watercraft** means any vessel, craft or thing made or intended to float on or in or travel through water, other than model boats.

# Farm machinery breakdown policy

*This policy insures You against the:*

- *breakdown of a Machine*
- *Explosion or Collapse of a boiler, Economiser or pressure vessel*
- *deterioration of Your farm produce.*

*You only have this policy if the risk shown on the Certificate of Insurance is 'Farm machinery breakdown'.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy.*

*The General definitions on pages 15 - 18 apply to words used in this policy.*

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## What You are insured against

This policy insures You against:

- Breakdown of a Machine (other than a boiler, Economiser or pressure vessel)
- Explosion or Collapse of a boiler, Economiser or pressure vessel shown on the Certificate of Insurance
- deterioration of Your farm produce (which includes Farm Medicine in this policy) if 'Deterioration of farm produce' is shown on the Certificate of Insurance,

at the Farm Premises during the Period of Insurance.

You are only insured for deterioration of Your farm produce if the deterioration occurs whilst the farm produce is in cold storage and is directly caused by:

- a failure of the refrigeration process as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- contamination by refrigerant escaping into the cold storage compartment as a direct consequence of the Breakdown of a Machine (other than a boiler, Economiser, pressure vessel or electronic device)
- failure or interruption of a power supply, but not if it is directly caused by:
  - a strike
  - Your failure to make a payment to a supply authority
  - Your failure to comply with a requirement of a supply authority for the provision of its services
  - a supply authority deliberately interfering with a public or private service, unless it is in response to an impending weather event or for the purpose of safeguarding life or preserving any part of the power supply
  - You or an Employee deliberately turning off the power
  - a failure to maintain connection to the power supply of a Machine

- a failure to maintain a power pole, power line or power cable for which You are responsible.

## What is not insured

This policy does not insure You against:

### 1 the cost:

- to repair wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration
- of preventative maintenance, routine adjustment or cleaning
- of an alteration, addition, improvement, overhaul or non-essential repair
- to retrofit a Machine installation to accept an alternative refrigerant
- to repair or replace a scratched, painted or polished surface
- to repair or replace a belt, rope, wire, chain, tyre, filter, refrigerant dryer, fuse, electric heating element, electrical contact, thermostat, thermostatic expansion valve, gland packing, seal, cutting blade, die, refractory material, glass component, lubricant, fuel or operating medium.

### 2 loss or damage directly or indirectly caused by or arising out of:

- a riot, civil commotion or industrial or political action
- vandalism
- theft or attempted theft
- a fault which You, an Employee or Your agent knew or ought reasonably to have known about at the time of the loss or damage
- the unsafe or unlawful operation of a Machine, a boiler, an Economiser or a pressure vessel
- fire, smoke, soot or extinguishment of fire
- impact by a vehicle, animal, bird or aircraft
- subterranean fire or volcanic eruption
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:

- (a) earthquake; or
- (b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

- wind, rain, hail, snow or lightning
- Flood
- sea or tidal wave
- Storm Surge or tsunami
- seepage or leakage from any vessel, tank, pipe or system
- a chemical explosion.

### 3 loss or damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

## What We pay

### Machine, boiler, Economiser or pressure vessel

For Breakdown of a Machine or Explosion or Collapse of a boiler, Economiser or pressure vessel, We pay either:

- the reasonable cost to repair the damaged item of equipment; or
- what it would cost to buy and install a new item of a similar make and model at the time of the loss or damage.

We pay up to the sum insured shown on the Certificate of Insurance for all claims arising out of the one event.

### Farm produce

We pay:

- what You would have received from the sale of Your farm produce at the time of the event that caused the deterioration, less any residual market value of Your farm produce immediately after the deterioration; and
- the reasonable cost to remove debris.

We pay up to the sum insured shown on the Certificate of Insurance for 'Deterioration of farm produce' for all claims arising out of the one event.

*This is in addition to what We pay on the next page for the additional benefit 'Deterioration of milk'.*

## Additional benefits

### Additional or replacement machines

You are automatically insured under this policy up to the sum insured shown on the Certificate of Insurance for 'machinery Breakdown and boiler Explosion any one event' until Your policy renewal date, for a machine that:

- You acquire during the Period of Insurance; and
- is similar in type to an item shown on the Certificate of Insurance.

### Deterioration of milk

This policy is extended to insure You against deterioration of milk occurring in a vat at the Farm Premises during the Period of Insurance if:

- 'Dairy/milk plant' is shown on the Certificate of Insurance; and
- We would have paid a claim under this policy for deterioration of milk if 'Deterioration of farm produce' was shown on the Certificate of Insurance.

We pay up to \$5,000 towards the amount You would have received from the sale of the milk at the time of the deterioration.

### Replacement and repair of an electric motor

If We have paid or agreed to pay a claim under this policy for damage to an electric motor, We also pay:

- for the reasonable cost You incur to hire a temporary replacement electric motor during the time taken to repair damage to an insured electric motor, not exceeding \$10,000 for all claims arising out of the one event; and
- up to the greater of \$1,000 or 10% of the sum insured shown on the Certificate of Insurance for the damaged electric motor, towards an air freight charge You incur because of the damage, but only if that charge is incurred with Our prior written consent.

*Repair or replacement includes removal of debris and replacing refrigerant.*

## Special condition

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Breakdown** means physical damage to the Machine which requires repair to enable continued use.

**Collapse** means sudden and dangerous distortion of any part of a boiler, Economiser or pressure vessel caused by external pressure but not if the distortion is the result of slowly developing deformation.

**Economiser** means a device that pre-heats air or fuel to take pressure off heating elements or help save on fuel.

**Explosion** means the sudden and violent rending or tearing apart of the structure of a boiler, Economiser or pressure vessel or any of its parts by force of internal gas, liquid or fluid pressure, causing bodily displacement of its structure and forcible ejection of its contents.

**Farm Medicine** means any medicine, vaccination or antibiotic used for farm animals that is, and needs to be, stored in a temperature controlled environment, and which is not past its use by date.

**Machine** means the items shown on the Certificate of Insurance, but not electronic equipment other than electronic scales, cash registers, microwave ovens and electronic controls on that machine.

# Farm electronic equipment policy

*This policy insures You against Accidental damage to Your electronic equipment.*

*You only have this policy if the risk 'Farm electronic equipment' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

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Additional or replacement electronic equipment	50
<b>Special conditions</b>	
Reinstatement of sum insured	50
Unoccupied building	50

## What You are insured against

This policy insures You against:

- Accidental damage to; and
- theft of,

electronic equipment shown on the Certificate of Insurance occurring in Australia during the Period of Insurance.

You are only insured for theft of electronic equipment if the theft is from a securely locked vehicle, building or room as a direct consequence of a person gaining entry to the vehicle, building or room by causing physical damage to it at the point of entry and evidence of the damage can be clearly seen.

## What is not insured

This policy does not insure You against:

### 1 the cost:

- to repair wear, tear, rust, corrosion, erosion, oxidation, scale or gradual deterioration
- of preventative maintenance, routine adjustment or cleaning
- of alteration, addition, improvement, overhaul or non-essential repair
- to repair or replace a scratched, painted or polished surface
- to repair or replace a disk or other media, information or a software program.

### 2 loss or damage directly caused by:

- rain, hail, snow or escape of liquid to an insured item unless damaged:
  - when the item is in a vehicle or fully roofed building; or
  - directly by the impact of hail stones
- Flood
- sea or tidal wave (even if caused by an earthquake)
- Storm Surge or tsunami

- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the loss or damage is directly caused by:
  - a) earthquake; or
  - b) water overflowing, leaking or bursting from a fixed pipe or fixed system and that loss or damage occurs within 72 hours of such overflowing, leaking or bursting.

In respect of (b) above We only pay up to \$10,000 for any one claim.

### 3 loss or damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.

## What We pay

We will pay:

- the reasonable cost to repair or replace the damaged item of equipment; or
- if We can't repair or replace the damaged item of equipment, We will pay what it would cost to buy a new item of a similar make or model,

up to the sum insured limit shown on the Certificate of Insurance for the item of electronic equipment.

We do not pay for an international freight charge, unless the charge is incurred with Our prior written consent.

## Additional benefit

### Additional or replacement electronic equipment

You are automatically insured under this policy until Your next policy renewal date for an item of electronic equipment You acquire during the Period of Insurance, but for no more than the highest sum insured shown on the Certificate of Insurance for any item of electronic equipment.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied building

This policy does not provide any insurance if the insured equipment is stolen from or Accidentally damaged in a building which is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure the equipment while it is in the building; and
- You ensure that all of the building's gates, doors and windows are left securely locked.

# Farm burglary and theft policy

*You only have this policy if the risk 'Farm burglary and theft' is shown on the Certificate of Insurance.*

*This policy insures You against:*

- *burglary*
  - *if a sum insured for 'Burglary' is shown on the Certificate of Insurance*
- *burglary and theft*
  - *if a sum insured for 'Theft' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy.*

*The General definitions on pages 15 - 18 apply to words used in this policy.*

<b>What You are insured against</b>	<b>52</b>
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Temporary removal	53
<b>Special conditions</b>	
Reinstatement of sum insured	53
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<b>Special definitions of words used in this policy</b>	<b>53</b>

## What You are insured against

This policy insures You against physical loss of or physical damage to Farm Property directly caused by:

- a) burglary (including attempted burglary) from a secure building, but only if:
  - the burglar gains entry to the building by causing physical damage to the building at the point of entry and evidence of the damage can be clearly seen; and
  - a sum insured is shown on the Certificate of Insurance for 'Burglary'
- b) burglary as set out in a) above or theft (including attempted theft), but only if a sum insured is shown on the Certificate of Insurance for 'Theft',

occurring at the Farm Premises during the Period of Insurance.

## What is not insured

This policy does not insure You against:

- 1 loss of, damage to or burglary or theft of:**
  - cash, stamps, a credit or debit card or a negotiable instrument except as described under the additional benefit 'Cash' on page 53
  - tobacco or a tobacco product.
- 2 loss or damage directly or indirectly caused by or arising out of fire or vandalism.**
- 3 theft by an Employee or by a number of Employees acting in collusion unless the theft is discovered within 6 months of it occurring and it did not occur after You became aware of any other theft committed by that Employee.**

## What We pay

### Other Property

If Other Property (other than farm produce or Livestock) is damaged, We replace, reinstate or repair the part that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to

the circumstances of Your claim and consider any preference You may have.

If Other Property (other than farm produce or Livestock) is stolen or destroyed, We pay the Retail Cost at the time of the theft or damage.

If Your farm produce (other than Livestock) is damaged, destroyed or stolen, We pay what You would have received from the sale of the farm produce at the time of the damage, destruction or loss, less any residual market value of the farm produce immediately after the damage, destruction or loss.

If Livestock dies (including slaughter for humane reasons) or is stolen, We pay You the market value of the animal at the time it was stolen or died less the residual market value of the Livestock.

If Livestock is injured, We pay what We would have paid if it had died, less the residual market value of the Livestock at the time of the event as a result of the event.

We will pay up to \$10,000 or the sum insured shown on the Certificate of Insurance for 'Other Property' for all claims for Livestock arising out of any one event.

### Farm Vehicle

If a Farm Vehicle is damaged, We repair the part of the Farm Vehicle that is damaged as far as possible to the condition it was in immediately before it was damaged. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We do not pay for an international freight charge or an amount exceeding the manufacturer's list price for any part unless the charge or amount is incurred with Our prior consent.

If a Farm Vehicle is destroyed, We pay the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance) at the time it was destroyed.

If a Farm Vehicle is damaged or destroyed, We pay up to:

- the repair cost; or
- the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance); or
- the sum insured shown on the Certificate of Insurance for a vehicle that is specified, (or if a vehicle is not

specified, the sum insured shown on the Certificate of Insurance for unspecified Farm Vehicles),

whichever is less.

If We pay a claim for a Farm Vehicle as a Total Loss:

- We are entitled to claim the wreck if We pay at least the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance);
- You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance), We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost (excluding the cost of registration, stamp duty, transfer fees and insurance).

### Limit on what We pay for Other Property and Farm Vehicles

For Other Property and Farm Vehicles We pay only up to the sum insured shown on the Certificate of Insurance for the specific item for all claims arising out of the one event.

### Limits on what We pay for certain items of property

We pay up to the greater of \$2,000 or the amount shown on the Certificate of Insurance, for a lost, destroyed, stolen or damaged picture, painting, work of art or curio.

We pay the stationery value for a lost, destroyed, stolen or damaged computer record, document, manuscript or business book.

The maximum amount We will pay under this policy for any one claim for loss of or damage to or destruction of fuels and oils is the greater of \$5,000 or the amount shown on the Certificate of Insurance for 'Fuels and oils'.

### Total of sums insured for burglary

If a sum insured is shown on the Certificate of Insurance for 'Burglary' and for 'Theft', We pay up to the total of both sums insured for all claims for burglary arising out of the one event.

## Additional benefits

These benefits are in addition to the sum insured shown on the Certificate of Insurance for 'Other Property' and 'Farm Vehicles'.

### Auctioneer's store

If Other Property (other than farm produce or Livestock) is stolen from an auctioneer's store as a result of violent and forcible entry into that store during the Period of Insurance, We pay what it would cost to buy an item of a similar make, model and condition at auction.

This benefit is otherwise subject to the terms of this policy.

### Cash

We pay up to \$2,000 for cash belonging to the Farm Business if during the Period of Insurance:

- it is stolen from the Farm Premises
- You lose it or it is stolen from You whilst You are travelling to or from or attending:
  - the bank You normally bank at; or
  - an auction or sale in connection with the Farm Business.

This additional benefit does not insure You if the cash is stolen by an Employee.

### Damage to premises

If We have paid or agreed to pay a claim for burglary or theft or attempted burglary or theft, We pay up to \$5,000 towards the reasonable cost You incur to repair damage to the Farm Building caused by the burglary or theft or attempted burglary or theft of Farm Property, but only if You incur that cost within 6 months of the damage occurring.

### Employees' tools and equipment

If We have paid or agreed to pay a claim for burglary or theft or attempted burglary or theft and an Employee's tools or equipment were damaged or stolen during the insured event, We pay up to \$2,000 towards the reasonable cost to repair or replace the stolen or damaged tools or equipment.

### Replacement keys and locks

If We have paid or agreed to pay a claim for burglary or theft, We pay up to \$2,000 towards the reasonable costs You incur to recode a lock or replace a key and the lock it fits with a key and lock of a similar make and model, if the keys to locks securing external doors, windows and other openings of a Farm Building are stolen or lost during the burglary or theft.

### Restoration of records

We pay up to \$1,000 towards the reasonable cost You incur to restore the Farm Business records and books of account required as a direct consequence of an event for which We have paid or agreed to pay a claim under this policy.

### Temporary protection

We pay up to \$5,000 towards the reasonable cost You incur to temporarily board up, protect or safeguard Farm Property required as a direct consequence of an event for which We have paid or agreed to pay a claim under this policy.

### Temporary removal

This policy is extended to insure Other

Property insured under this policy while that Other Property is temporarily removed from the Farm Premises.

We pay up to \$5,000 for this benefit for all claims arising out of the one event.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied Farm Premises

This policy does not provide any insurance if at the time the loss or damage occurs, the Farm Premises are unoccupied and have been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure You under this policy; and
- You ensure that all gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Farm Property** means Other Property and Farm Vehicles shown on the Certificate of Insurance.

**Livestock** means an animal or bird belonging to You and used in connection with the Farm Business.

**Other Property** means:

- property, other than natural resources which:
  - You own, borrow or for which You are legally liable; and

- is used in connection with the Farm Business
- Your farm produce produced at the Farm Premises; and
- Livestock; and
- fuels and oils used in connection with the Farm Business but only whilst the fuel or oil is stored in a purpose built storage tank at the Farm Premises.

*Some examples of Other Property are augers, ploughs, air seeders; workshop tools and equipment and pumps; farm consumables such as stocks of fencing wire and posts and wool packs.*

**Other Property** does not include:

- trees, plants, shrubs or vines in the ground

- unharvested or windrowed crops
- hay
- hail or bird netting, except when in storage
- a living creature other than Livestock
- jewellery, furs, bullion, precious metals or stones
- a train or rolling stock, an aircraft, a boat, a jet ski, or a spare part or accessory in or on a train or rolling stock, an aircraft, a boat or a jet ski
- a vehicle.

**Retail Cost** means what it would cost to buy an item of a similar make, model and condition at the time of the loss or damage.

# Classic home policy

*This policy insures Your Home and Contents.*

*You only have this policy if the risk 'Classic home' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

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## The types of cover We offer

### We offer insurance cover for:

- Your Home
- Contents
- both Your Home and Contents.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the Certificate of Insurance.

## What You are insured against

This policy insures You against Accidental damage, burglary and theft occurring during the Period of Insurance.

You have insurance for:

- Your Home if 'Building' is shown on the Certificate of Insurance
- Contents if 'Contents' is shown on the Certificate of Insurance.

You are only insured for 'Contents' when they are in the area described under 'when covered' in the table that follows on pages 58 and 59.

*This policy does not insure You against an item being lost or misplaced.*

## What is not insured

This policy does not insure You against:

### 1 damage directly caused by:

- Flood, if under the heading 'Flood cover', Your Certificate of Insurance for this policy states 'Your policy does not include cover for damage caused by Flood'.

*If Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood', it is because You chose not to have Flood cover.*

- rain, Flood, hail or snow to Contents unless they are in a fully enclosed and roofed building within the boundary of Your Home when the loss or damage occurred

*If Your Certificate of Insurance for this policy states:*

- *under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood', You do not have any Flood cover for Contents if they are not*

*in a fully enclosed and roofed building when the loss or damage occurred;*

- *under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood', You do not have any Flood cover for Contents even if they are in a fully enclosed and roofed building when the loss or damage occurred.*

- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge unless:
  - the same damage to Your Home or Contents is directly caused by Flood; and
  - Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'

- tsunami
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslip, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the damage occurs within 72 hours of, and is directly caused by:

- a) earthquake; or
- b) water overflowing, leaking or bursting from a fixed pipe or fixed system; or
- c) Storm water or Flood, and Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'.

In respect of b) above, We only pay up to \$10,000 for any one claim.

- the subterranean seepage of water, no matter how caused
- lightning, unless the evidence of lightning damage can be clearly seen
- a process of cleaning, repairing or restoring
- the lopping or felling of a tree, unless the tree is being lopped or felled by a professional tree lopper
- a process involving the deliberate application of heat (only the thing intended to be heated is not covered)
- pets, birds, moths, insects or vermin
- a tree root

### 2 damage directly or indirectly caused by or arising out of:

- a structural fault, faulty design or faulty workmanship performed by You
- a structural fault, faulty design or faulty workmanship if You knew, or ought to have known about the structural fault, faulty design or faulty workmanship and failed to fix it or arrange to have it fixed before the damage occurred or commenced to occur
- lack of maintenance (for example, failure to clean out gutters)
- mildew
- mould or wet or dry rot, unless arising from an event covered under this policy

### 3 loss, damage, injury or death arising from or directly or indirectly caused by, contributed to by, resulting from or in connection with a Communicable Disease, or the fear or threat (whether actual or perceived) of a Communicable Disease.

### 4 damage to:

- retaining walls, garden borders and free standing outdoor walls directly caused by Flood
- You do not have this cover for damage even if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'*
- swimming pools, spas, septic tanks or other in ground structures, including their surrounds, directly caused by Hydrostatic Pressure
  - swimming pools, whether above ground or in ground structures, that have not been installed according to the manufacturer's instructions and the failure caused or contributed to the damage
  - Your Home if directly caused by an alteration or addition to Your Home in progress if the contract value (inclusive of labour, materials, all taxes including GST

specified in the contract and any variations to the contract) for the alteration or addition exceeds \$50,000

- an alteration or addition to Your Home which is in progress, unless the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition is \$50,000 or less and the damage:
  - occurs when the work on the alteration or addition has been in progress for less than three months; and
  - is directly caused by violent wind (but not by rain, hail or snow accompanying the violent wind), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device

*If You are altering or adding to Your Home, You may want to insure the building materials before they become a part of Your Home because this policy does not insure them.*

#### **5 breakage of:**

- glass forming part of a glasshouse or conservatory unless directly caused by Storm
- vases, ornaments, pictures or clear glass, perspex or plastic covers to displays in items including but not limited to clocks, watches, radios or electronic equipment
- glass if the break does not extend through the entire thickness of the glass
- an item that is already damaged.

#### **6 breakage of an article of a brittle nature which is ordinarily carried by hand or designed for use in handling food or liquid:**

- whilst being carried by hand; or
- during use.

#### **7 Cracking (other than Cracking of a bath tub, shower recess, wash basin, bench top, sink, toilet bowl, cistern or stove top), chipping (other than the chipping of a bench top or stove top), splitting, tearing, scratching or denting, unless directly caused by fire, lightning, earthquake, Storm, explosion,**

#### **burglary, theft, vandalism or impact by a vehicle or aircraft.**

#### **8 staining:**

- unless it is:
  - directly caused by bursting, leaking or overflowing of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building
  - directly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft
  - Accidental staining of a fixed floor covering.

#### **9 mechanical, structural, electrical, hydraulic or electronic breakdown or failure, unless the breakdown or failure results in loss or damage to insured property, other than the item or component that suffered the breakdown or failure.**

This exclusion does not apply to a home appliance or item of office equipment if You are entitled to cover under the 'Electrical damage' additional benefit.

#### **10 deterioration of food or drink except as described under the additional benefit 'Deterioration of food'.**

#### **11 wear, tear, rust, corrosion or gradual deterioration.**

#### **12 damage that is mildew.**

#### **13 damage that is mould or wet or dry rot, unless arising from an event covered under this policy.**

#### **14 theft or vandalism by a person lawfully living or staying at Your Home.**

#### **15 theft or vandalism from any common areas of flats, units or townhouses.**

#### **16 damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.**

#### **17 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by:**

- errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to

access, process, use or operate any computer system, or

- any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by Accidental damage, burglary or theft We cover You for under this policy, except if caused by vandalism or a malicious act. For example, We will not cover You if Your Domestic Building's security system cannot be used because of a cyber attack, but We will cover You for loss or damage from theft from Your Domestic Building as covered under this policy after Your Domestic Building's security system is impacted by a cyber attack.

#### **18 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of the data.**

## **What We do if Your Home is Accidentally damaged**

If 'Building' and 'Replacement' are shown on the Certificate of Insurance, We replace, reinstate or repair the part of Your Home that is Accidentally damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If the building has architectural features and structural materials possessing an ornamental or historical character or for which the original materials are not available, We replace, reinstate or repair the building to a reasonable approximation of its appearance prior to the damage using the original design and suitably equivalent materials. Or at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

You are only insured for the reinstatement, replacement or repair of a wall, ceiling or fixed floor covering which is damaged in the room where the damage occurred.

We pay only up to the amount shown as the sum insured for the 'Building' on the Certificate of Insurance where an amount is shown next to the word 'Replacement'.

## What We pay if Contents are Accidentally damaged or stolen

If an item of Contents is Accidentally damaged or stolen We may at Our option:

- replace, reinstate or repair it as far as possible to its original condition; or
- pay the cost to repair it or the amount set out under 'amount of cover' in the table on pages 58 and 59, to replace or reinstate it.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

## Limits on what We pay for certain items of Contents

Where You make a claim in relation to an item which forms part of a pair, suite or set We will:

- pay the value of that one item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair, suite or set; and
- if the entire pair, suite or set is completely inoperable because of the loss or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair, suite or set to make it operational - for example hearing aids) We will either pay You the cost to replace the entire pair, suite or set or replace the entire pair, suite or set.

If We agree to pay a claim where film, photos or home movies or similar recorded material is destroyed, We pay for the replacement with blank film, video, compact discs or similar.

We will not pay to reconstruct the recorded material or any circumstances or conditions. Where software is destroyed, We will pay the cost to replace it with the nearest equivalent new software.

The sum insured shown for an item of Contents on the Certificate of Insurance is included in the total sum insured for all Contents.

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
carpets, internal blinds, curtains and other window coverings 1 less than 10 years old 2 10 or more years old	while in the Domestic Building at Your Home	1 Retail Cost as New 2 Retail Cost as New less an amount for wear, tear and depreciation for 1 and 2 We pay only for that part of the item in the room or rooms where the damage occurred
3 bed linen, blankets, mattresses and other manchester 4 clothing and personal effects normally worn or carried	while within the boundary of Your Home	Retail Cost as New
5 household goods including furniture, furnishings, unfixed floor coverings and light fittings (but not items included in the definition of Your Home on page 63) 6 wheelchairs and garden appliances which are not required by law to be registered 7 luggage	while within the boundary of Your Home	5, 6 and 7 Retail Cost as New for 5 We pay only for items damaged in the room or rooms where the damage occurred
8 sporting, recreational and exercise equipment including treadmills	while within the boundary of Your Home	Retail Cost as New
9 cash, negotiable instruments, ingots, unset gemstones and pearls and documents	while in the Domestic Building at Your Home	value of the item at the date of damage, burglary or theft up to \$2,000 for all claims arising out of the one event
10 antiques, pictures, paintings, works of art, curios, stamps, medals, trophies and coins	while in the Domestic Building at Your Home	value of the item, set or collection at the date of damage, burglary or theft up to \$10,000 for any one item, set or collection
11 furs, jewellery and watches	while in the Domestic Building at Your Home	Retail Cost as New of the item or set at the date of damage, burglary or theft up to \$5,000 for any one item or set
12 business tools, office equipment, and office or business supplies used in Your occupation	while within the boundary of Your Home	Retail Cost as New up to \$10,000 for all claims arising out of the one event
13 boats up to 3 metres in length, their parts and accessories	while within the boundary of Your Home	Retail Cost as New up to \$1,000 for all claims arising out of the one event
14 private motor vehicle parts or accessories not attached to a vehicle	while within the boundary of Your Home	Retail Cost as New up to \$1,000 for all claims arising out of the one event
15 above ground pools and free standing spas	while within the boundary of Your Home	Retail Cost as New less an amount for wear, tear and depreciation
16 Contents 1-15 shown specifically on the Certificate of Insurance	while in the area shown for the Contents 1-15 above	amount of cover shown for the Contents 1-15 above up to the amount shown on the Certificate of Insurance for the specified Contents
17 Contents 3-11 belonging to an unmarried child who is a fulltime student living in Australia and away from Your Home for the purpose of attending school, college or university	while in the Domestic Building in which the child is living	amount of cover shown for Contents 3-11 above but only up to \$5,000 for all claims arising out of the one event

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
<p>18 Contents 1-16 while temporarily removed from the area described under 'when covered'</p>	<ul style="list-style-type: none"> <li>• to anywhere else in Australia for Contents 3, 4, 5, 7, 8, 11, 12 and 16</li> <li>• to a Place of Accommodation in Australia but only while within the boundary of the Place of Accommodation for Contents 1, 2, 6, 13, 14 and 15</li> <li>• to a bank safe deposit in Australia or to a Place of Accommodation in Australia but only while in the Domestic Building of the Place of Accommodation for Contents 9 and 10</li> <li>• to anywhere else in Australia but only for damage directly caused by: <ul style="list-style-type: none"> <li>– fire, lightning, explosion, vandalism or burglary</li> <li>– impact by a road vehicle, animal (but not a pet), aircraft, aerial or mast</li> <li>– a falling tree or branch but not if caused by the lopping or felling of a tree by anyone other than a professional tree lopper,</li> </ul> </li> </ul> <p>for Contents 1, 2, 6, 9, 10, 13, 14 and 15</p>	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 – Retail Cost as New</p> <p>for Contents 2 – Retail Cost as New less an amount for wear, tear and depreciation</p> <p>for Contents 9 – up to \$1,000</p> <p>for Contents 10, 11 and 16:</p> <ul style="list-style-type: none"> <li>• if shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to the amount shown</li> </ul> </li> <li>• if not shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to \$1,500 for any one item or set and up to \$4,500 for all claims arising out of the one event</li> </ul> </li> </ul> <p>for Contents 12-15 – Retail Cost as New up to \$1,000 for all claims arising out of the one event</p> <p>We pay up to the lesser of 20% of the sum insured for Contents or \$20,000, for all claims for all Contents arising out of the one event</p>
<p>19 Contents 17 while temporarily removed from the area described under 'when covered'</p>	<p>to the area shown for the Contents 3-11 in 18 above</p>	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 – Retail Cost as New</p> <p>for Contents 2 – Retail Cost as New less an amount for wear, tear and depreciation</p> <p>for Contents 9 – up to \$1,000</p> <p>for Contents 10, 11 and 16:</p> <ul style="list-style-type: none"> <li>• if shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to the amount shown</li> </ul> </li> <li>• if not shown on the Certificate of Insurance: <ul style="list-style-type: none"> <li>– value of the item or set at the date of damage or theft up to \$1,500 for any one item or set and up to \$4,500 for all claims arising out of the one event</li> </ul> </li> </ul> <p>for Contents 12-15 – Retail Cost as New up to \$1,000 for all claims arising out of the one event</p> <p>We pay up to the lesser of 20% of the sum insured for Contents or \$20,000, for all claims for all Contents arising out of the one event</p>

## Additional benefits

The following additional benefits are in addition to any sums insured shown on the Certificate of Insurance for 'Building' and 'Contents'.

### Attendance of a security firm

We pay the reasonable cost You incur to have a security firm attend Your Home as a consequence of a burglary or attempted burglary. We only pay this benefit if there is physical evidence of a violent and forcible entry.

We pay up to \$500 for all attendances of security firms at Your Home during the Period of Insurance.

### Boarding of a domestic pet

If We have paid or agreed to pay a claim for damage to Your Home, We pay up to \$500 towards the cost You reasonably incur to board a domestic pet normally kept in a Domestic Building at Your Home for as long as the Domestic Building remains uninhabitable as a direct result of such damage.

### Credit and debit cards

If 'Contents' is shown on the Certificate of Insurance, We also insure You against the fraudulent use of Your credit or debit cards during the Period of Insurance by anyone other than You, a member of Your Family or a person who lives solely with You. We pay up to \$5,000 or the limit of the credit or debit card fraudulently used, whichever is less.

We will not pay You this benefit if You have not complied with the card issuer's requirements, and Your noncompliance caused or contributed to loss.

### Deterioration of food

If 'Contents' is shown on the Certificate of Insurance, We pay for Your loss as a result of deterioration of food in Your Home during the Period of Insurance directly caused by:

- the breakdown of the refrigeration or freezer unit in which it is kept
- failure or interruption of a power supply, but not if it is directly caused by:
  - a strike
  - Your failure to make a payment to a supply authority

- Your failure to comply with a requirement of a supply authority for the provision of its services
- a supply authority deliberately interfering with a public or private service, unless it is in response to an impending weather event or for the purpose of safeguarding life or preserving any part of the power supply
- You deliberately turning off the power.

We pay up to \$1,000 for all loss arising out of the one event.

### Electrical damage

We pay for the reasonable cost to repair a home appliance or item of office equipment (but not business tools) insured under this policy if it is damaged in Your Home by burning out by electrical current during the Period of Insurance.

We do not pay for:

- loss of use
- damage to a disk or other media
- loss or distortion of data information, a record or software program
- damage which is covered by any warranty, guarantee or maintenance, service or lease agreement.

We pay up to \$5,000 for all damage arising out of the one event.

You will be required to pay an **excess of \$250** for each item damaged up to a maximum of \$500 for any one claim.

### Environmental improvement

If 'Building' is shown on the Certificate of Insurance and We have paid or agreed to pay a claim for the destruction of Your Home and You have agreed to rebuild Your Home, We pay up to \$5,000 towards the cost to install a rainwater tank, solar panel system (including photo-voltaic power system, hot water heat exchange system, solar hot water system) or grey water recycling system. This benefit only applies to such costs after the deduction of any government or council rebate that You are eligible for and it only applies if You decide to rebuild Your Home on the existing site and if You actually install the system within 2 years of the destruction of Your Home.

### Escape of liquid

If liquid overflows, leaks or bursts from a fixed system at Your Home during the Period of Insurance and damages or is likely to damage insured property, We pay for the reasonable cost to investigate the cause of damage or likely damage.

We pay up to \$2,500 for this benefit.

We do not pay to repair or replace a faulty part identified by the investigation, but We pay the cost to repair damage directly caused by the investigation.

We only pay this benefit if 'Building' is shown on the Certificate of Insurance.

### Guests' property

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure Your guests' property while it is in Your Home, but not cash or negotiable instruments.

We only pay a claim if We would have paid it if the property had been Yours. We pay the amount We would have paid for Contents but only up to \$5,000 for all claims for this benefit arising out of the one event.

### Landlord's additional benefit

If Your Home is occupied by a tenant and 'Building' and 'Rented premises' is shown on the Certificate of Insurance, We insure Your carpets, internal blinds, curtains or other window coverings in Your Home as if 'Contents' had been shown on the Certificate of Insurance.

We pay up to the lesser of \$10,000 or 10% of the sum insured shown on the Certificate of Insurance for 'Building', for all claims for this benefit arising out of the one event.

### Legal Costs

We pay up to \$10,000 for Legal Costs, but only if We are satisfied there are reasonable prospects of success in the Legal Proceedings and that the Legal Costs You have incurred (or will incur) fighting the Legal Proceedings are reasonable having regard to the amount in dispute.

We only pay this benefit if 'Building' and 'Contents' are shown on the Certificate of Insurance and You:

- first become aware of the dispute giving rise to the Legal Proceedings during the Period of Insurance; and

- notify Us, as soon as reasonably possible, of any potential claim and supply Us with enough information to enable Us to determine whether You have reasonable prospects of success; and
- take the reasonable steps to instruct Your lawyer to give Us any relevant information, document or advice We ask for; and
- inform Us as soon as reasonably possible, when You receive any offer to settle the Legal Proceedings.

We are entitled to stop paying for Legal Costs immediately if:

- You reject an offer to settle unless You satisfy Us the offer is unreasonable; or
- We notify You that We no longer consider You have reasonable prospects of success.

### **Modification to Your Home**

If 'Building' is shown on the Certificate of Insurance and during the Period of Insurance You:

- become totally and permanently unable to engage in or attend to any profession, business or occupation; or
- suffer permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

as a direct result of an event for which We have paid or agreed to pay a claim under this policy, We pay up to \$10,000 towards the reasonable cost You incur to modify the Domestic Building in which You permanently reside to accommodate Your physical condition resulting from the event.

We only pay this benefit if We have approved the cost before You incur it.

### **Mortgage discharge**

If We have paid or agreed to pay a claim for the destruction of Your Home, We pay up to \$2,000 towards the reasonable charges and fees You incur to discharge a mortgage in relation to Your Home.

### **Pet veterinary care**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, We pay up to \$1,000 for

veterinary fees You incur for care of Your domestic dog or cat injured in a road accident which occurs during the Period of Insurance. This benefit does not extend to Working Dogs or to a dog or cat that, at the time of the incident, is not registered or microchipped as required by law.

### **Plants, shrubs and trees**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure Your plants, shrubs and trees and artificial lawn while within the boundary of Your Home against:

- theft or destruction by a thief or a vandal; and
- destruction directly caused by fire, lightning or explosion,

during the Period of Insurance.

We pay up to \$300 for the theft or destruction of any one plant, shrub or tree and up to \$1,500, for all claims arising out of the one event.

### **Removal and storage of Contents**

If We have paid or agreed to pay a claim for damage to Your Home and as a direct result of the damage Your Home is uninhabitable, We pay up to \$5,000 for the removal and the cost of up to 52 weeks rent of a commercial storage facility to store the Contents.

We only pay this benefit if We have not paid You the additional benefit 'Temporary accommodation or loss of rent'.

We stop paying for the rental of the facility once We replace, reinstate or repair the damage to Your Home or pay You to do so or Your Home becomes habitable.

### **Replacement keys and locks**

If We have paid or agreed to pay a claim for a burglary or theft during the Period of Insurance and a key to Your Home was stolen during that burglary or theft, We pay up to \$2,000 to replace the key and the lock it fitted with a key and lock of similar make and model.

### **Replacement title deeds**

If We have paid or agreed to pay a claim for damage to Your Home or Contents, We pay up to \$2,000 towards

the reasonable cost You incur to replace title deeds to the land on which Your Home is built which were damaged or destroyed in the insured event.

### **Solar panels**

If 'Building' is shown on the Certificate of Insurance, We pay up to \$5,000, for damage to properly fitted solar panels or inverters, caused by hail or Storm damage, less an amount for wear, tear and depreciation. A travel excess of \$500 applies if the repairer needs to travel more than 50km one way to the property.

### **Temporary accommodation or loss of rent**

If We have paid or agreed to pay a claim for damage to Your Home, We pay:

- the reasonable cost for You and Your Family to rent a comparable house in a nearby location; or
- the rental income You lose if at some time during the 60 days prior to the date on which the damage occurred, Your Home was occupied by a tenant,

until:

- We replace, reinstate or repair the damage to Your Home; or
- We pay You to do so (in which case it will include provision for this benefit as if We were replacing, reinstating or repairing the damage to Your Home); or
- Your Home becomes habitable.

We pay up to \$30,000 towards the cost of 52 weeks rental costs or 52 weeks loss of rent.

### **Tenant's additional benefit**

If You are renting Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure damage to the fixtures and fittings which belong to Your landlord and for which You are legally responsible. It also insures fixtures or fittings You install for Your own use.

We only pay this benefit if We would have paid the claim if 'Building' had been shown on the Certificate of Insurance.

We pay up to \$2,500 for this benefit.

**The following additional benefits are included in the sum insured shown on the Certificate of Insurance for 'Contents':**

#### **Change of address**

If 'Contents' is shown on the Certificate of Insurance and:

- You are permanently moving to another home and You tell Us before You move that You are doing so; and
- We agree before You move to insure Your new home,

We will, for a period of 30 days from the date on which You start moving, insure the Contents at both addresses.

#### **Contents in a commercial storage facility**

This policy is extended to insure Your Contents other than cash, negotiable instruments or jewellery while being stored in a commercial storage facility if You notify Us and We agree to insure those Contents whilst stored in that facility and 'Contents in a commercial storage facility' is shown on the Certificate of Insurance.

**The following additional benefit is included in the sum insured shown on the Certificate of Insurance for 'Building':**

#### **Costs connected with rebuilding**

If We have paid or agreed to pay a claim to replace or reinstate Your Home We pay for:

- the extra cost to comply with the requirement of a public authority in relation to rebuilding Your Home, but not the cost for work You were required to do before the damage occurred
- architects' surveyors' and legal fees
- demolition costs and the costs to clear debris from the site of the building being replaced or reinstated.

We only pay these costs under this additional benefit if:

- they are incurred as a consequence of the loss or damage for which We have agreed to pay a claim; and
- they are reasonable; and
- We have approved them before You incur them.

## **Inflation protection**

We may automatically increase the sum insured shown on the Certificate of Insurance for 'Building' having regard to data in the Cordell Cost Guides when We:

- apply the sum insured relevant to a claim for a total loss; and
- offer renewal terms. We will base the renewal premium on any increased sum insured.

We will automatically increase the sum insured shown on the Certificate of Insurance for 'Contents' on the following basis:

- if there is a total loss, We multiply the proportion of the sum insured which the expired term of the Period of Insurance bears to 365 days by 4%
- when We offer renewal terms, We automatically increase the sum insured shown for 'Contents' by 4% if the Period of Insurance is for 365 days. Where Your policy is for less than 365 days, We only increase the sum insured every 365<sup>th</sup> day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## **Special conditions**

#### **Excess**

You will be required to pay the first \$500 as an excess for all claims for damage by earthquake arising during any one period of 72 consecutive hours following an earthquake.

#### **Pumps**

Where damage occurs to a submersible pump exceeding 3hp, We will pay what it would cost to replace the pump with a 3hp pump.

#### **Reinstatement of sum insured**

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We required

- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

#### **Unoccupied home**

This policy does not provide any insurance if at the time the loss or damage occurs, Your Home is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure You under this policy; and
- You ensure that all gates, doors and windows are left securely locked.



## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Contents** means the Contents described in the tables on pages 58 and 59 which You or a member of Your Family own or are legally responsible for.

**Contents** do not include:

- a vehicle (other than a bicycle, a motorcycle up to 50cc capacity, a wheelchair, a golf buggy and a garden appliance which is not required by law to be registered)
- a motor vehicle part or accessory (other than contents 14 in the table)
- a boat over three metres in length
- a jet ski
- an aircraft or aerial device excluding model aircraft with a wing span of less than 1.5 metres
- business property (other than contents 12 in the table)
- business takings
- plants, shrubs, trees and vines, except as described under the additional benefit 'Plants, shrubs and trees' on page 61
- animals, birds and fish.

**Domestic Building** means the building in which people live.

**Place of Accommodation** means a private residential building, hotel, motel, guest house, club, hospital or nursing home where You are staying temporarily.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

**Working Dogs** means dogs of suitable breed or training kept for their practical use, such as herding sheep, rather than as a pet or for showing.

**Your Home** means:

the Domestic Building, outbuildings, garages and carports at the location shown on the Certificate of Insurance, including:

- fixtures and fittings, light fittings, fixed appliances, masts, aerial and satellite dishes
- a fixed floor covering, but not carpet
- external blinds and awnings
- an in-ground swimming pool, fixed sauna and spa
- a tennis court, but not a grass tennis court
- a private boat ramp or jetty
- a wall, gate, fence or terrace
- a paved cement, bitumen or asphalt path or a paved cement, bitumen or asphalt driveway
- service pipes, cables and meters, as long as You own or are liable for them and only to the extent that they are within the boundary of Your Home.

**Your Home** does not include:

- carpets, internal blinds, curtains and other window coverings, except as provided under the additional benefit 'Landlord's additional benefit' on page 60
- a structure used only for business
- a part of the property at the location shown on the Certificate of Insurance that You use or intend to use for hobby farming activities, whether for profit or not (including stables, machinery sheds and boundary and internal fences).

# Standard home policy

*This policy insures Your Home and Contents.*

*You only have this policy if the risk shown on the Certificate of Insurance is 'Standard home'.*

*The General conditions on pages 11 and 12 and General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

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## The types of cover We offer

### We offer insurance cover for:

- Your Home
- Contents
- both Your Home and Contents.

The extent of Your insurance cover depends on the type of cover You have taken out. This is shown on the Certificate of Insurance.

## What You are insured against if Your Home is not a caravan

This policy insures You against physical loss of or physical damage to:

- Your Home if 'Building' is shown on the Certificate of Insurance
- Contents if 'Contents' is shown on the Certificate of Insurance,

if the loss or damage is directly caused by any of the following events occurring during the Period of Insurance.

You are only insured for Contents when they are in the area described under 'when covered' in the table that follows on pages 68 to 70.

### 1 fire

but not damage by any process involving the deliberate application of heat (only the thing You intended to be heated is not insured).

### 2 lightning

but only if the evidence of lightning damage can be clearly seen.

### 3 explosion

### 4 earthquake

but You will be required to pay the first \$500 as an excess for all claims arising during any one period of 72 consecutive hours following an earthquake.

### 5 burglary or housebreaking

### 6 theft or vandalism

but not

- theft or vandalism by a person lawfully living or staying at Your Home at the time of the theft or vandalism

- theft or vandalism from any common areas of flats, units or townhouses.

### 7 impact by:

- a road vehicle
- an animal, but not a pet
- an aircraft or debris from an aircraft, space debris, rocket or satellite
- an aerial or mast, but not damage to Your aerial or mast
- a falling tree or branch, but not as a result of the lopping or felling of a tree unless by a professional tree lopper.

### 8 riot or civil commotion

including acts of people taking part in an industrial or political disturbance and an act of a lawful authority controlling this disturbance.

*Please note the General exclusions for War on page 14.*

### 9 Storm

### 10 bursting, leaking or overflowing

of water, oil or other liquid from a system fixed, attached or connected to a Domestic Building.

### 11 Accidental breakage:

- of fixed glass forming part of a building, stove top, fixed bath tub, shower recess, wash basin, sink, or toilet bowl and cistern, but only if 'Building' is shown on the Certificate of Insurance
- of glass forming part of an item of furniture, but only if 'Contents' is shown on the Certificate of Insurance

but not breakage of:

- glass forming part of a glasshouse or conservatory unless directly caused by a Storm
- a mirror or glass ordinarily carried by hand
- a vase, ornament, picture or clear glass, perspex, or plastic covers to display units in items including but not limited to clocks, watches, radios or items of electronic equipment
- an item where the break does not extend through the entire thickness of the glass
- an item that is already damaged.

## 12 Flood

if the Certificate of Insurance states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'.

## What You are insured against if Your Home is a caravan

If Your Home is a caravan, it is only insured while You are living in it at the address shown on the Certificate of Insurance.

Your caravan is only insured for physical damage that occurs during the Period of Insurance and is directly caused by events 1-12 described on this page.

Your caravan Contents are only insured:

- for physical damage that occurs during the Period of Insurance when the Contents are in Your caravan and that damage is directly caused by events 1-5 or 7-12; and
- for theft during the Period of Insurance, but only following forcible entry to Your caravan.

Your caravan annexe is only insured for physical damage that occurs during the Period of Insurance and that is directly caused by events 1, 2, 3, 4, 7, 8 or 9.

## What is not insured

This policy does not insure You against:

### 1 loss or damage directly caused by:

- Flood, if under the heading 'Flood cover', Your Certificate of Insurance for this policy states 'Your policy does not include cover for damage caused by Flood'.  
*If Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood', it is because You chose not to have Flood cover.*
- rain, Flood, hail or snow to Contents unless they are in a fully enclosed and roofed building within the boundary of Your Home when the loss or damage occurred.

If Your Certificate of Insurance for this policy states:

a) under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood', You do not have Flood cover for Contents if they are not in a fully enclosed and roofed building when the loss or damage occurred;

b) under the heading 'Flood cover': 'Your policy does not include cover for damage caused by Flood', You do not have any Flood cover for Contents even if they are in a fully enclosed and roofed building when the loss or damage occurred.

- sea or tidal wave (even if directly caused by an earthquake)
- Storm Surge unless:
  - the same damage to Your Home or Contents is directly caused by Flood; and
  - Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'
- tsunami
- earth movement no matter how caused, including erosion, vibration, subsidence, seepage, saturation, creeping, landslide, mudslide, collapse, shrinkage, settling, expansion or heaving, unless the damage occurs within 72 hours of, and is directly caused by:
  - a) earthquake; or
  - b) water overflowing, leaking or bursting from a fixed pipe or fixed system; or
  - c) Storm water or Flood, and Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'.

In respect of b) above, We only pay up to \$10,000 for any one claim.

- the subterranean seepage of water, no matter how caused
- pets, birds, moths, insects or vermin

## 2 loss or damage directly or indirectly caused by or arising out of:

- mildew
- mould or wet or dry rot, unless arising from an event covered under this policy
- structural fault, faulty design or faulty workmanship if You knew or ought to have known about the structural fault, faulty design or faulty workmanship and failed to fix it or arrange to have it fixed before the damage occurred or commenced to occur
- lack of maintenance (for example, failure to clean out gutters)

## 3 loss, damage, injury or death arising from or directly or indirectly caused by, contributed to by, resulting from or in connection with a Communicable Disease, or the fear or threat (whether actual or perceived) of a Communicable Disease.

## 4 damage to:

- a private boat ramp or jetty directly caused by events '4 earthquake', '5 burglary and housebreaking', '6 theft or vandalism', '7 impact', '8 riot or civil commotion', '9 Storm', '10 bursting, leaking or overflowing' or '12 Flood'

You do not have this cover for this damage even if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'

- swimming pools, spas, septic tanks or other in ground structures, including their surrounds, directly caused by Hydrostatic Pressure
- swimming pools, whether above ground or in ground structures, that have not been installed according to the manufacturer's instructions and the failure caused or contributed to the loss or damage
- retaining walls, garden borders and free standing outdoor walls directly caused by Flood

You do not have this cover for this damage even if Your Certificate of Insurance for this policy states under the heading 'Flood cover': 'Your policy includes cover for damage caused by Flood'

- Your Home if directly caused by an alteration or addition to Your Home which is in progress if the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition exceeds \$25,000
- an alteration or addition to Your Home which is in progress, unless the contract value (inclusive of labour, materials, all taxes including GST specified in the contract and any variations to the contract) for the alteration or addition is \$25,000 or less and the damage:
  - occurs when the work on the alteration or addition has been in progress for less than three months; and
  - is directly caused by violent wind (but not by rain, hail or snow accompanying the violent wind), fire, explosion, lightning, earthquake, riot, civil commotion or impact by a vehicle, aircraft or aerial device

If You are altering or adding to Your Home, You may want to insure the building materials before they become a part of Your Home because this policy does not cover them.

## 5 damage that is mildew.

## 6 damage that is mould or wet or dry rot, unless arising from an event covered under this policy.

## 7 wear, tear, rust, corrosion, electrolysis, chemical reaction, or gradual deterioration.

## 8 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by:

- errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
- any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this policy, except if caused by vandalism or a malicious act. For example, We will not cover You if Your Domestic Building's security system cannot be used because of a cyber attack, but We will cover You for loss or damage from theft from Your Domestic Building as covered under this policy after Your Domestic Building's security system is impacted by a cyber attack.

**9 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of the data.**

**10 mechanical, structural, electrical, hydraulic or electronic breakdown or failure, unless the breakdown or failure results in loss or damage to insured property, other than the item or component that suffered the breakdown or failure.**

This exclusion does not apply to electric motors that form part of home appliances or office equipment if You are entitled to cover under the 'Electrical damage' additional benefit.

## What We pay if Your Home is damaged

If 'Building' and 'Indemnity' are shown on the Certificate of Insurance, We replace, reinstate or repair the part of Your Home that is damaged to a similar condition it was in before it was damaged. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If the building has architectural features and structural materials possessing an ornamental or historical character or for which the original materials are not available, We replace, reinstate or repair the building to a state of reasonable appearance using the original design and suitably equivalent materials.

Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If Your Home is destroyed, We pay the cost to build a new house to the same design and specification.

We deduct an amount for wear, tear and depreciation whether Your Home is damaged or totally destroyed.

If 'Building' and 'Replacement' are shown on the Certificate of Insurance, We replace, reinstate or repair the part of Your Home that is damaged as far as possible to its original condition, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

Whether 'Indemnity' or 'Replacement' is shown on the Certificate of Insurance:

- You are only insured for the reinstatement, replacement or repair of any wall, ceiling or fixed floor covering which is damaged in the rooms where the damage occurred; and
- We pay only up to the sum insured for 'Building' shown on the Certificate of Insurance.

## What We pay if Contents are damaged or stolen

If an item of Contents is damaged or stolen We may at Our option:

- replace, reinstate or repair it as far as possible to its original condition; or
- pay You the cost to repair it or the amount set out under 'amount of cover' in the table on pages 68 to 70 to replace or reinstate it.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

## Limits on what We pay for certain items of Contents

Where You make a claim in relation to an item which forms part of a pair, suite or set We will:

- pay the value of that one item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair, suite or set; and
- if the entire pair, suite or set is completely inoperable because of the loss or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair, suite or set to make it operational - for example hearing aids) We will either pay You the cost to replace the entire pair, suite or set or replace the entire pair, suite or set.

If We agree to pay a claim where film, photos or home movies or similar recorded material is destroyed We pay for the replacement with blank film, videos, compact discs or similar. We will not pay to reconstruct the recorded material or any circumstances or conditions. Where software is destroyed we will pay the cost to replace it with the nearest equivalent new software.

The sum insured shown for an item of Contents shown on the Certificate of Insurance is included in the total sum insured shown for all Contents.

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
carpets, internal blinds, curtains, and other windows coverings 1 less than 10 years old 2 10 or more years old	while in the Domestic Building of Your Home	1 Retail Cost as New 2 Retail Cost as New less a reasonable amount for wear, tear and depreciation for 1 and 2 We pay only for that part of the item in the rooms where the damage occurred
3 bed linen, blankets, mattresses and other manchester 4 clothing and personal effects normally worn or carried	while within the boundary of Your Home	Retail Cost as New
5 household goods including, furniture, furnishings, unfixed floor coverings and light fittings (but not items included in the definition of Your Home on page 74) 6 wheelchairs and garden appliances which are not required by law to be registered 7 luggage	while within the boundary of Your Home	5, 6, and 7 Retail Cost as New less a reasonable amount for wear, tear and depreciation provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul> for 5, We pay only for items damaged in the room or rooms where the damage occurred
8 sporting, recreational and exercise equipment including treadmills	while within the boundary of Your Home	Retail Cost as New
9 cash, negotiable instruments, ingots, unset gemstones and pearls and documents	while in the Domestic Building at Your Home	value of the item at the date of the damage or theft up to a maximum of \$500 for all claims arising out of the one event
10 antiques, heirlooms, pictures, paintings, works of art, curios, stamps, medals, trophies, coins and collections	while in the Domestic Building at Your Home	value of the item, set or collection at the date of the damage, burglary or theft up to a maximum of \$5,000 for any one item, set or collection
11 furs, jewellery and watches	while in the Domestic Building at Your Home	Retail Cost as New of the item or set at the time of the damage, burglary or theft less a reasonable amount for wear, tear and depreciation up to a maximum of \$1,000 for any one item or set provided that:
12 business tools, office equipment, and office or business supplies used in Your occupation	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation up to a maximum of \$5,000 for all claims arising out of the one event provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul>
13 boats up to three metres in length, their parts and accessories	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation up to a maximum of \$500 for all claims arising out of the one event provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul>

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
14 private motor vehicle parts or accessories not attached to a vehicle	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation up to a maximum of \$500 for all claims arising out of the one event provided that: <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul>
15 above ground pools and free standing spas	while within the boundary of Your Home	Retail Cost as New less a reasonable amount for wear, tear and depreciation
16 Contents 1-15 shown specifically on the Certificate of Insurance	while in the area shown for Contents 1-15 above	amount of cover shown for the Contents 1-15 above but only up to the amount shown on the Certificate of Insurance for the specified Contents
17 Contents 3-11 belonging to an unmarried child who is a fulltime student living in Australia and away from the location shown on the Certificate of Insurance for the purpose of attending school, college or university	while in the Domestic Building in which the child is living	amount of cover shown for the Contents 3-11 above but only up to a maximum of \$5,000 for all claims arising out of the one event
18 Contents 1-16 while temporarily removed from the area described under 'when covered'	<ul style="list-style-type: none"> <li>to anywhere else in Australia for Contents 3, 4, 5, 7, 8, 11, 12 and 16</li> <li>to a Place of Accommodation in Australia but only while within the boundary of the Place of Accommodation for Contents 1, 2, 6, 13, 14 and 15</li> <li>to a bank safe deposit in Australia or to a Place of Accommodation in Australia but only while in the Domestic Building of the Place of Accommodation for Contents 9 and 10</li> <li>to anywhere else in Australia but only for damage by events 1, 2, 3, 4, 5, 7, 8 and 9 described on page 65 for Contents 1, 2, 6, 9, 10, 13, 14 and 15</li> </ul>	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 above – Retail Cost as New less a reasonable amount for wear, tear and depreciation provided that:</p> <ul style="list-style-type: none"> <li>if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul> <p>for Contents 2 above – Retail Cost as new less a reasonable amount for wear, tear and depreciation</p> <p>for Contents 9 above – a maximum of \$500 for all claims arising out of the one event</p> <p>for Contents 10, 11 and 16 above:</p> <ul style="list-style-type: none"> <li>if specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to the amount shown on the Certificate of Insurance; or</li> <li>if not specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to \$1,000 for any one item or set and up to a maximum of \$3,000 for all claims arising out of the one event</li> </ul> <p>for Contents 12-15 above – Retail Cost as New up to a maximum of \$500 for all claims arising out of the one event</p> <p>We will pay up to the lesser of 20% of the sum insured for Contents or \$10,000 for all claims for all Contents arising out of the one event.</p>

TYPE OF CONTENTS	WHEN COVERED	AMOUNT OF COVER
<p>19 Contents 17 while temporarily removed from the area described under 'when covered'</p>	<p>to the area shown for the Contents 3-11 in 18 above</p>	<p>for Contents 1, 3, 4, 5, 6, 7 and 8 above – Retail Cost as New less a reasonable amount for wear, tear and depreciation provided that:</p> <ul style="list-style-type: none"> <li>• if 'Contents' and 'Replacement' are shown on the Certificate of Insurance, We will pay Retail Cost as New</li> </ul> <p>for Contents 2 above – Retail Cost as new less a reasonable amount for wear, tear and depreciation</p> <p>for Contents 9 above – a maximum of \$500 for all claims arising out of the one event</p> <p>for Contents 10, 11 and 16 above:</p> <ul style="list-style-type: none"> <li>• if specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to the amount shown on the Certificate of Insurance; or</li> <li>• if not specified on the Certificate of Insurance, the value of the item or set at the date of the damage or theft and up to \$1,000 for any one item or set and up to a maximum of \$3,000 for all claims arising out of the one event</li> </ul> <p>for Contents 12-15 above – Retail Cost as New up to a maximum of \$500 for all claims arising out of the one event</p> <p>We will pay up to the lesser of 20% of the sum insured for Contents or \$10,000 for all claims for all Contents arising out of the one event.</p>



## Additional benefits

The following additional benefits are in addition to any sums insured shown on the Certificate of Insurance for 'Building' and 'Contents'.

### Boarding of a domestic pet

If We have paid or agreed to pay a claim for damage to Your Home, We pay up to \$500 towards the cost You reasonably incur to board a domestic pet normally kept in a Domestic Building at Your Home for as long as the Domestic Building remains uninhabitable as a direct result of such damage.

### Credit and debit cards

If 'Contents' is shown on the Certificate of Insurance, We also insure You against the fraudulent use of Your credit or debit cards during the Period of Insurance by anyone other than You, a member of Your Family or a person who lives solely with You. We pay up to \$2,500 or the limit of the credit or debit card fraudulently used.

We will not pay You this benefit if You have not complied with the card issuer's requirements, and Your noncompliance caused or contributed to loss.

### Deterioration of food

If 'Contents' is shown on the Certificate of Insurance, We pay for loss as a result of deterioration of food in Your Home during the Period of Insurance directly caused by:

- the breakdown of the refrigeration or freezer unit in which they are kept
- failure or interruption of a power supply, but not if it is directly caused by:
  - a strike
  - Your failure to make a payment to a supply authority
  - Your failure to comply with a requirement of a supply authority for the provision of its services
  - a supply authority deliberately interfering with a public or private service, unless it is in response to an impending weather event or for the purpose of safeguarding life or preserving any part of the power supply

- You deliberately turning off the power.

We pay up to \$500, for all loss arising out of the one event.

### Electrical damage

We pay for the reasonable cost to repair and gas electric motors that form part of home appliances and office equipment (but not business tools) insured under this policy if they are damaged in Your Home by burning out by electrical current (including power surges however caused) during the Period of Insurance.

We do not pay for:

- loss of use
- damage to a disk or other media
- loss or distortion of data information, a record or software program
- damage which is covered by any warranty, guarantee or maintenance, service or lease agreement.

We pay up to \$5,000 for all damage arising out of the one event.

You will be required to pay an **excess of \$250** for each item damaged up to a maximum of \$500 for any one claim.

### Environmental improvement

If 'Building' is shown on the Certificate of Insurance and We have paid or agreed to pay a claim for the destruction of Your Home and You have agreed to rebuilding the home, We pay up to \$2,500 towards the cost to install a rainwater tank, solar panel system (including photo-voltaic power system, hot water heat exchange system, solar hot water system) or grey water recycling system. This benefit only applies to such costs after the deduction of any government or council rebate that You are eligible for and it only applies if You decide to rebuild Your Home on the existing site and if You actually install the system within 2 years of the destruction of Your Home.

### Escape of liquid

If liquid overflows, leaks or bursts from a fixed system at Your Home during the Period of Insurance and damages or is likely to damage insured property, We pay for the reasonable cost to investigate the cause of damage or likely damage. We pay up to \$2,500 for this benefit.

We do not pay to repair or replace any faulty part identified by the investigation but We pay to repair any damage directly caused by the investigation.

We only pay this benefit if 'Building' is shown on the Certificate of Insurance.

### Guests' property

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to cover Your guests' property while it is in Your Home, but not cash or negotiable instruments, cheques or jewellery.

We only pay a claim if We would have paid it if the property had been Yours. We pay the amount We would have paid for Contents but only up to \$2,500 for all claims arising out of the one event.

### Landlord's additional benefit

If Your Home is occupied by a tenant and 'Building' and 'Rented premises' is shown on the Certificate of Insurance, We insure Your carpets, internal blinds, curtains or other window coverings in Your Home as if 'Contents' had been shown on the Certificate of Insurance.

We pay up to the lesser of \$10,000 or 10% of the sum insured shown on the Certificate of Insurance for 'Building', for all claims for this benefit arising out of the one event.

### Modification to Your Home

If You:

- become totally and permanently unable to engage in or attend to any profession, business or occupation; or
- suffer permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

during the Period of Insurance as a direct result of an event for which We have paid or have agreed to pay a claim under this policy, We will also pay You up to \$10,000 towards the reasonable cost You incur to modify the Domestic Building in which You permanently reside to accommodate Your physical condition resulting from the event.

### **Mortgage discharge**

If We have paid or agreed to pay a claim for the destruction of Your Home, We pay up to \$2,000 towards the reasonable charges and fees You incur to discharge a mortgage in relation to Your Home.

### **Pet veterinary care**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, We pay up to \$500 for veterinary fees You incur for care of Your domestic dog or cat injured in a road accident which occurs during the Period of Insurance. This benefit does not extend to Working Dogs or to a dog or cat that, at the time of the accident, is not registered or microchipped as required by law.

### **Plants, shrubs and trees**

If You are living in Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure Your plants, shrubs or trees and artificial lawn while within the boundary of Your Home against:

- theft or destruction by a thief or a vandal; and
- destruction directly caused by fire, lightning or explosion,

during the Period of Insurance.

We pay up to \$300 for the theft or destruction of any one plant, shrub or tree and up to \$1,000 for all claims arising out of the one event.

### **Removal and storage of Contents**

If We have paid or agreed to pay a claim for damage to Your Home and as a direct result of the damage Your Home is uninhabitable, We pay up to \$5,000 for the removal and the cost of up to 52 weeks rent of a commercial storage facility to store the Contents for as long as Your Home is uninhabitable as a direct result of the damage.

We only pay this benefit if We have not paid You the additional benefit 'Temporary accommodation or loss of rent'.

### **Replacement keys and locks**

If We have paid or agreed to pay a claim for a burglary or theft during the Period of Insurance and a key to Your Home was stolen during that burglary or theft, We pay up to \$1,000 to replace the key and the lock it fitted with a key and lock of similar make and model.

### **Replacement title deeds**

If We have paid or agreed to pay a claim for damage to Your Home or Contents, We pay up to \$2,000 towards the reasonable cost You incur to replace title deeds to the land on which Your Home is built which were damaged or destroyed in the insured event.

### **Solar panels**

If 'Building' is shown on the Certificate of Insurance, We pay up to \$2,000 for damage to solar panels or inverters, caused by hail or Storm damage, less an amount for wear, tear and depreciation. A travel excess of \$500 applies if the repairer needs to travel more than 50km one way to the property.

### **Temporary accommodation or loss of rent**

If We have paid or agreed to pay a claim for damage to Your Home We pay:

- the reasonable cost for You and Your Family to rent a comparable house in a nearby location; or
- the rental income You lose if at some time during the 60 days prior to the date on which the damage occurred, Your Home was occupied by a tenant,

until:

- We replace, reinstate or repair the damage to Your Home; or
- We pay You to do so (in which case it will include provision for this benefit as if We were replacing, reinstating or repairing the damage to Your Home); or
- Your Home becomes habitable.

We pay the greater of \$15,000 or the amount shown on the Certificate of Insurance for 'Temporary accommodation or loss of rent' towards the cost of 52 weeks rental costs or 52 weeks loss of rent.

### **Tenant's additional benefit**

If You are renting Your Home and 'Contents' is shown on the Certificate of Insurance, this policy is extended to insure damage to the fixtures and fittings which belong to Your landlord and for which You are legally responsible. It also insures fixtures or fittings You install for Your own use.

We only pay this benefit if We would have paid the claim if 'Building' had been shown on the Certificate of Insurance.

We pay up to \$2,500 for this benefit.

### **The following additional benefits are included in the sum insured shown on the Certificate of Insurance for 'Contents'**

#### **Change of address**

If 'Contents' is shown on the Certificate of Insurance and:

- You are permanently moving to another home and You tell Us before You move that You are doing so; and
- We agree before You move to insure Your new home,

We will, for a period of 30 days from the date on which You start moving, insure the Contents at both addresses.

#### **Contents in a commercial storage facility**

This policy is extended to insure Contents other than cash, negotiable instruments or jewellery while being stored in a commercial storage facility if You notify Us and We agree to insure those Contents whilst stored in that facility and 'Contents in a commercial storage facility' is shown on the Certificate of Insurance.

### **The following additional benefit is included in the sum insured shown on the Certificate of Insurance for 'Building'**

#### **Costs connected with rebuilding**

If We have paid or agreed to pay a claim to replace or reinstate Your Home We also pay for:

- the extra cost to comply with the requirement of a public authority in relation to rebuilding Your Home, but not the cost for work You were required to do before the damage occurred
- architects', surveyors' and legal fees
- demolition costs and the costs to clear debris from the site of the building being replaced or reinstated.

We only pay these costs if they are reasonable and We have approved them before You incur them.

## Optional benefit

### Mortgage protection for a home unit

You have this benefit if Your Home is a home unit which is mortgaged and 'Mortgage protection' is shown on the Certificate of Insurance.

If a body corporate is required by law to insure Your unit for damage and the unit is damaged by events 1 – 12 during the Period of insurance, We pay the mortgagee (for Your benefit):

- the sum insured shown on the Certificate of Insurance for 'mortgage protection'; or
- the cost of replacing, reinstating or repairing the damage; or
- the difference between the amount sufficient at the date of the damage to discharge the mortgage and the amount by which the proceeds under the policy taken out by the body corporate are insufficient to cover the damage,

whichever is less.

## Inflation protection

We may automatically increase the sum insured shown on the Certificate of Insurance for 'Building' having regard to data in the Cordell Cost Guides when We:

- apply the sum insured relevant to a claim for a total loss; and
- offer renewal terms. We will base the renewal premium on any increased sum insured.

We will automatically increase the sum insured shown on the Certificate of Insurance for 'Contents' on the following basis:

- if there is a total loss, We multiply the proportion of the sum insured which the expired term of the Period of Insurance bears to 365 days by 4%
- when We offer renewal terms, We automatically increase the sum insured shown for 'Contents' by 4% if the Period of Insurance is for 365 days. Where Your policy is for less than 365 days, We only increase the sum insured every 365th day You are insured with Us under this policy or a renewed policy. We will base the renewal premium on the increased sum insured.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an additional premium and accepted any additional conditions We require; or
- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

*If We pay the sum insured for an item, We suggest You contact Us to discuss insuring the replacement item.*

### Unoccupied home

This policy does not provide any insurance if at the time the loss or damage occurs, Your Home is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure You under this policy; and
- You ensure that all gates, doors and windows are left securely locked.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Contents** means the Contents described in the tables on pages 68 to 70 which You or a member of Your Family own or are legally responsible for.

**Contents** do not include:

- a vehicle (other than a bicycle, a motorcycle up to 50cc capacity, a wheelchair, a golf buggy and a garden appliance which is not required by law to be registered)
- a motor vehicle part or accessory (other than Contents 14 in the table)
- a boat over three metres in length
- a jet ski
- an aircraft or aerial device excluding model aircraft with a wing span of less than 1.5 metres
- business property (other than Contents 12 in the table)

- business takings
- plants, shrubs, trees and vines, except as described under the additional benefit 'Plants, shrubs and trees' on page 72
- animals, birds and fish.

**Domestic Building** means the building in which people live.

**Place of Accommodation** means a private residential building, hotel, motel, guest house, club, hospital or nursing home where You are staying temporarily.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

**Working Dogs** means dogs of suitable breed or training kept for their practical use, such as herding sheep, rather than as a pet or for showing.

**Your Home** means:

the Domestic Building, outbuildings, garages and carports and a caravan at the location shown on the Certificate of Insurance, including:

- fixtures and fittings, light fittings, fixed appliances, masts or aerial and satellite dishes
- a fixed floor covering, but not carpet

- external blinds and awnings
- an in-ground swimming pool, fixed sauna and spa
- a tennis court, but not a grass tennis court
- a private boat ramp or jetty
- a wall, gate, fence or terrace
- a paved cement, bitumen or asphalt path or a paved cement, bitumen or asphalt driveway
- service pipes, cables and meters, as long as You own or are liable for them and only to the extent that they are within the boundary of Your Home.

**Your Home** does not include:

- carpets, internal blinds, curtains and other window coverings, except as provided under the additional benefit 'Landlord's additional benefit' on page 71
- a structure used only for business
- a part of the property at the location shown on the Certificate of Insurance that You use or intend to use for hobby farming activities, whether for profit or not (including stables, machinery sheds, boundary and internal fences).

# Personal legal liability policy

*You have this policy only if You have selected Our Classic home policy or Our Standard home policy and 'Legal liability' is shown on the Certificate of Insurance for that policy.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

<b>What You are insured against</b>	<b>76</b>
<b>What is not insured</b>	<b>76</b>
<b>What We pay</b>	<b>77</b>
<b>Additional benefit</b>	
Passenger liability	77
<b>Special definitions of words used in this policy</b>	<b>77</b>

## What You are insured against

This policy insures You and the members of Your Family against legal liability to pay compensation for Personal Injury and Damage to Property which happens during the Period of Insurance and is directly caused by an Occurrence.

This policy insures You and Your Family:

- as the owner of Your Home, if You have insured Your Home with Us
- in any capacity other than as the owner of Your Home, if You have insured Contents, but not Your Home with Us
- in any capacity, if You have insured both Your Home and Contents with Us.

## What is not insured

This policy does not insure You or Your Family against any liability:

- 1 for defamation.
- 2 for or in respect of an Occurrence that happens in the United States of America or Canada or their protectorates or dependencies.
- 3 that arises pursuant to or in connection with an agreement to the extent that in that agreement You or a member of Your Family take on a legal liability which You or the member of Your Family would not have had if that agreement had not been made.
- 4 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater).
- 5 for a cost incurred to prevent, remove, nullify or clean up an actual, alleged or threatened discharge, dispersal, release or escape as described in exclusion 4 above.

- 6 arising directly out of Your position as a director or officer of a company.
- 7 arising out of the use, ownership or operation of any Watercraft.
- 8 arising from the ownership of a private airstrip.
- 9 for Personal Injury:
  - to You or a member of Your Family or any person who lives with You or a member of Your Family
  - if You or a member of Your Family is required by law to be insured against that liability
  - to an Employee if the Personal Injury arises out of or in the course of the employment.
- 10 for loss of or damage to property:
  - belonging to You or a member of Your Family
  - in Your physical or legal possession, custody or control or that of a member of Your Family, unless the claim is for damage to a Domestic Building which You lease and occupy (or its contents).
- 11 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of:
  - the ownership or occupation of a boarding house
  - an alteration, addition or repair to Your Home which is in progress if the contract value for the alteration, addition or repair is more than \$50,000
  - vibration or interference with the support of other land, buildings or property
  - the business or occupation of You or a member of Your Family
  - You or a member of Your Family, alone or with another or others, carrying on an activity for reward unless You have insured contents with Us under either Our Classic home or Standard home policy and the activity is shown on the Certificate of Insurance
  - a hobby farm
  - a product You or a member of Your Family manufacture, import, or handle for payment

- any act or omission by You or a member of Your Family, or a person acting with the consent of You or Your Family that is dishonest, fraudulent, criminal, wilful or malicious
- the use of a lift
- the use of a vehicle (other than a bicycle, motorcycle up to 50cc capacity, wheelchair, electric scooter, garden appliance and golf buggy which is not required by law to be registered or insured)
- the use of any Aircraft or aerial device
- an article dropped from an Aircraft or aerial device
- Your ownership or occupation, or former ownership or occupation, of:
  - a building, a structure or land; or
  - a discrete part of a building, a structure or land,We did not insure at the time the Personal Injury or Damage to Property occurred.
- the manufacture, importing, growing, blending, mixing or distributing of a genetically engineered or genetically modified organism.
- 12 for Personal Injury or Damage to Property directly or indirectly caused by or arising out of or in connection with:
  - an infectious disease which is defined as Highly Pathogenic Avian Influenza or any strain or mutant variation of it; or
  - a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation; or
  - Transmissible Spongiform Encephalopathy (TSE) including but not limited to Bovine Spongiform Encephalopathy (BSE) or new Variant Creutzfeldt-Jakob Disease (VCJD).

**13 for Personal Injury or Damage to Property directly or indirectly caused by or contributed to by:**

- errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
- any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system.

**14 for Personal Injury or Damage to Property directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of the data.**

## What We pay

All events and all events of a series of related events consequent upon or attributable to one source or original cause will be regarded as one Occurrence.

We pay up to the 'Legal liability limit of indemnity' shown on the Certificate of Insurance for liability arising out of any one Occurrence or series of Occurrences. This includes Legal Costs You or a member of Your Family incur with Our consent.

This limit is the total amount We pay under this policy and any other policies We issue to You or a member of Your Family in this Plan even though You or that family member may be able to claim under those policies.

## Additional benefit

### Passenger liability

If You insure both Your Home and Contents with Us, We also insure You and the members of Your Family against legal liability to pay compensation for Personal Injury or Damage to Property which happens during the Period of Insurance directly caused by an Occurrence within Australia if the Personal Injury and Damage to Property is directly caused by You or a member of Your Family as a passenger in a vehicle.

This additional benefit does not insure any claim made by You or any member of Your Family against You or any member of Your Family, or by any agent, contractor or sub-contractor employed or engaged by You or any member of Your Family.

This additional benefit does not apply if the Person liable to pay compensation is required by law to be insured against that liability, or there is a statutory requirement or scheme which requires the insuring of an item of property.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Aircraft** means any craft or object designed to travel through air or space, other than model aircraft.

**Watercraft** means any vessel, craft, or thing made or intended to float on, or in, or travel through water, other than:

- model boats;
- a craft (other than a jetski) that is less than 4 metres long and is not powered by a motor; or
- a craft (other than a jetski) that is powered by a motor less than 10hp.

**'Your Home', 'Contents' and 'Domestic Building'** have the same meaning as they have in the definitions in Our Classic home policy and Standard home policy.

# Personal valuables policy

*This policy insures Your Personal Valuables against accidental loss, damage or theft.*

*You only have this policy if the risk 'Personal valuables' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

<b>What You are insured against</b>	<b>79</b>
<b>What is not insured</b>	<b>79</b>
<b>What We pay</b>	<b>79</b>
<b>Special conditions</b>	
Reinstatement of sum insured	79
Unoccupied building	80
<b>Special definitions of words used in this policy</b>	<b>80</b>



## What You are insured against

This policy insures You and the members of Your Family against Accidental loss of, Accidental damage to and theft of Personal Valuables occurring during the Period of Insurance:

- in Australia; and
- elsewhere in the world but only for the first 90 days of any one trip undertaken by You or a member of Your Family.

*You may want to speak to Your travel agent about travel insurance if You are going outside Australia for longer than 90 days.*

You can:

- specify each Personal Valuable with its own sum insured; or
- not specify the sum insured for the items, but set a total figure as the sum insured for all of them.

## What is not insured

This policy does not insure You or the members of Your Family against:

### 1 loss or damage directly caused by:

- rain, Flood, hail or snow unless the item is in a fully enclosed and roofed building when the loss or damage occurred
- the action of light or atmospheric conditions
- moths, birds, vermin, insects or pets
- a process of cleaning, repairing or restoring
- mechanical, structural, electrical, electronic or hydraulic breakdown or failure
- a structural fault, faulty design or faulty workmanship performed by You
- a structural fault, faulty design or faulty workmanship if You knew or ought to have known about the structural fault, faulty design or faulty workmanship and failed to fix it or arrange to have it fixed before the damage occurred or commenced to occur
- inadequate design, plan or specification
- faulty materials

- the use of photographic equipment under water
  - sea or tidal wave (even if caused by an earthquake)
  - Storm Surge or tsunami.
- 2 sporting equipment breaking while being used.**
  - 3 scratching, denting, Cracking, or breakage of glass or any other article of a brittle nature unless directly caused by fire, lightning, earthquake, Storm, explosion, burglary, theft, vandalism or impact by a vehicle or aircraft.**
  - 4 wear, tear, rust, corrosion, or gradual deterioration.**
  - 5 mildew or damage directly or indirectly caused by or arising out of mildew.**
  - 6 mould or damage directly or indirectly caused by or arising out of mould, unless arising from an event covered under this policy.**
  - 7 any loss, damage or liability directly caused by a Communicable Disease or the threat or perceived threat of any Communicable Disease.**
  - 8 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by:**
    - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
    - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this policy, except if caused by vandalism or a malicious act.
  - 9 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.**

## What We pay

We replace or repair any Personal Valuables that are Accidentally lost, stolen or damaged as far as possible to their original condition. Or, at Our option, We pay You the reasonable cost to do so. Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If We choose to pay the cost to replace:

- a specified item – We pay the Retail Cost as New of the item at the date of loss, damage or theft up to the amount shown on the Certificate of Insurance for that item
- an unspecified item – We pay the Retail Cost as New of the item at the date of loss or damage or theft up to the lesser of \$1,000 or 20% of the sum insured shown on the Certificate of Insurance for ‘Unspecified items’.

### Pairs and sets

Where You make a claim in relation to an item which forms part of a pair, suite or set We will:

- pay the value of that one item, and We will not pay more than the value of that lost, destroyed, or damaged item as a proportion of the combined pair, suite or set; and
- if the entire pair, suite or set is completely inoperable because of the loss or damage to a single item which cannot be replaced (or a single replacement item does not complete the pair, suite or set to make it operational - for example hearing aids) We will either pay You the cost to replace the entire pair, suite or set or replace the entire pair, suite or set.

## Special conditions

### Reinstatement of sum insured

If a sum insured is shown for an item on the Certificate of Insurance and We pay:

- less than that sum insured for a claim for that item, We reinstate that sum insured unless We told You when the claim was settled that the sum insured would only be reinstated if You paid an

additional premium and accepted any additional conditions We required; or

- the amount of that sum insured for a claim for that item, the sum insured is not reinstated.

If We pay the amount of the sum insured for unspecified items, the sum insured for unspecified items is not reinstated.

*If We pay the sum insured for a specified item or for unspecified items, We suggest You contact Us to discuss insuring the replacement items.*

### **Unoccupied building**

This policy does not provide any insurance if the Personal Valuables are stolen from or Accidentally lost or damaged in a building which is unoccupied and has been so unoccupied for at least 90 consecutive days before the loss or damage unless:

- You tell Us before the 90 days begin and We agree to continue to insure the Personal Valuables while they are in the building; and
- You ensure that all of the building's gates, doors and windows are left securely locked.

## **Special definitions of words used in this policy**

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Personal Valuables** means:

- jewellery, but not an unset precious or semi-precious gem, stone or pearl
- a portable television, radio and sound system
- an item of sporting equipment and camping equipment
- photographic equipment, but not a photograph, film or secure digital (SD) cards
- clothes
- an article designed to be worn or carried, but not cash or negotiable instruments,

belonging to You or a member of Your Family.

**Personal Valuables** also means the following if specified on the Certificate of Insurance:

- laptop computer hardware or tablet
- a stamp, coin, trophy, medal, curio or work of art
- contact lenses and hearing aids
- a mobile phone
- a wheelchair or powered golf buggy, but only if it is not required by law to be registered
- keys.

**Retail Cost as New** means what it would cost to buy a new item of a similar make and model at the time of the loss or damage.

# Domestic workers policy

(WA only)

*This policy insures You against Your legal liability to a Domestic Worker.*

*You only have this policy if the risk 'Domestic workers' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

<b>What You are insured against</b>	<b>82</b>
<b>What is not insured</b>	<b>82</b>
<b>What We pay</b>	<b>82</b>
<b>Special definitions of words used in this policy</b>	<b>82</b>

## What You are insured against

This policy insures You against Your legal liability to pay a Domestic Worker:

- workers' compensation benefits pursuant to the *Workers' Compensation and Injury Management Act 1981 (WA)*; and
- common law damages for negligence,

for an Injury that occurs during the Period of Insurance.

This Domestic workers policy only insures You against Your legal liability to pay common law damages if the Domestic Worker is entitled to workers' compensation benefits from You for the same Injury.

## What is not insured

This policy does not insure You against Your legal liability:

- 1 for common law damages if You are required by law to be insured against that liability under another policy of insurance; or**
- 2 to a worker employed by You in Your business, trade or profession; or**
- 3 for claims in respect of industrial diseases as may be specified by the Minister from time to time, under Section 151 (a)(iii) of the *Workers' Compensation and Injury Management Act 1981 (WA)*, as amended and replaced.**

*If You employ a worker in Your own business, trade or profession, We suggest You speak to Us about taking out an 'Employers' Indemnity policy' to insure You against Your liability to that worker for workers' compensation benefits and common law damages.*

## What We pay

We pay up to \$50,000,000 for Your legal liability to any one or more Domestic Workers arising out of the one event or series of events. This includes Legal Costs in defending an action by a Domestic Worker against You which You incur with Our written consent.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Domestic Worker** means a person employed by You as defined under the *Workers Compensation & Injury Management Act 1981 (WA)*, to do domestic work at and from Your home but only if Your home is at the location shown on the Certificate of Insurance and located in Western Australia.

**Injury** means an Injury as defined by the *Workers' Compensation and Injury Management Act 1981 (WA)*.

# Motor vehicle policy

*This policy offers a variety of different insurance so that You can choose the one that best suits Your particular needs.*

*You only have this policy if the risk 'Motor vehicle' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>84</b>	<b>Optional benefits for Private Use with 'Comprehensive' cover</b>	
<b>The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)</b>	<b>84</b>	Named drivers only	88
<b>What is not insured under section 1 of this policy</b>	<b>84</b>	No Claim Bonus Protection	88
<b>When You are not insured under sections 1 and 2 of this policy</b>	<b>85</b>	<b>Optional benefit for 'Comprehensive' cover - all uses</b>	
<b>What is not insured under sections 1 and 2 of this policy</b>	<b>85</b>	Hire car benefit	88
<b>Section 1: what You are insured for if Your Vehicle is damaged or stolen</b>	<b>85</b>	<b>Caravan annexe and contents</b>	<b>88</b>
<b>Additional benefits – Private Use with 'Comprehensive' cover</b>		<b>Section 2: the insurance for legal liability</b>	<b>89</b>
AAA rating bonus	87	<b>What is not insured for legal liability</b>	<b>89</b>
Automatic cover for replacement vehicle	87	<b>What We pay for legal liability</b>	<b>89</b>
Hire costs	87	<b>Additional benefits for legal liability</b>	
Insurance of a hired or borrowed vehicle	87	Damage to Your Vehicle by an uninsured vehicle	89
Personal property	87	Other vehicles	90
Trailer	87	Your employer or principal	90
<b>Additional benefits – all uses with 'Comprehensive' cover</b>		<b>Special condition which applies to sections 1 and 2 of this policy – excesses</b>	
Emergency repairs and towing	87	Excesses for young, inexperienced and other drivers	90
General average/salvage costs	87	Vehicle excess	90
No Claim Bonus	87	Tipping excess	90
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Replacement keys and locks	88	Vehicles exceeding 10 tonne	90
Signwriting costs	88	<b>Special definitions of words used in this policy</b>	<b>91</b>
Windscreen bonus	88		

## The types of cover We offer

We offer four different types of insurance against the physical loss of or physical damage to Your Vehicle and Your liability for Damage to Property or Personal Injury caused by Your Vehicle. The table below shows each type of insurance cover We offer.

The extent of insurance You have depends on the type of insurance cover You have taken out.

The vehicle You have insured and the cover You have taken out for it is shown on the Certificate of Insurance.

IF THE CERTIFICATE SHOWS YOU GET	
<b>Comprehensive</b>	<b>insurance against Accidental damage to or theft of Your Vehicle</b> plus the additional benefits noted in this policy for Private Use if 'Private Use' is shown on the Certificate of Insurance plus the insurance for legal liability plus the additional benefits for legal liability
<b>Fire theft and legal liability</b>	<b>insurance for fire and theft only</b> plus the insurance for legal liability plus the additional benefits for legal liability
<b>Fire and theft only (only available for vehicles insured for Farm Use)</b>	<b>insurance against Accidental damage by fire to Your Vehicle; damage by a thief to Your Vehicle and for the theft of Your Vehicle</b>
<b>Legal liability</b>	<b>insurance for legal liability</b> plus the additional benefits for legal liability (You are not insured against damage to Your Vehicle except in very limited circumstances - see page 89 - Damage to Your Vehicle by an uninsured vehicle)

## The use of Your Vehicle for which You are insured under section 1 of this policy (if Your Vehicle is damaged or stolen) and section 2 of this policy (the insurance for legal liability)

We allow You to insure Your Vehicle for one of three uses: 'Private Use', 'Business Use' or 'Farm Use'. We tell You in the special definitions on page 91 what We mean by each of these terms.

The use for which Your Vehicle is insured is shown on the Certificate of Insurance.

## What is not insured under section 1 of this policy

You are not insured under section 1 of this policy against:

- 1 wear, tear, corrosion, rust or gradual deterioration.**
- 2 structural, mechanical, electrical, electronic or hydraulic breakdown or failure.**
- 3 damage to a tyre or continuous track directly caused by the road, by the application of brakes or by a puncture or burst, unless there is other damage to Your Vehicle in the same incident and some or all of that other damage is covered by the cover You selected.**
- 4 loss of use except as specifically provided in this policy or shown on the Certificate of Insurance.**
- 5 loss of, or damage to:**
  - any drill shaft bit; or
  - any drilling rig bit, whilst being used in the course of drilling.
- 6 theft by any person:**
  - who is insured by this policy
  - to whom Your Vehicle is on hire
  - for whose debt Your Vehicle is security under an agreement entered into by any Person insured by this policy.
- 7 damage to a concrete agitator, barrel, bowl or pump or their fittings directly caused by the hardening or setting of concrete.**

## When You are not insured under sections 1 and 2 of this policy

You are not insured under section 1 and section 2 of this policy while Your Vehicle:

- 1 is being driven, towed, operated by or in the charge of a person who:**
  - did not have a licence required by law
  - was not complying with all of the terms and conditions of their licence
  - was under the influence of alcohol or a drug
  - had more than the legal limit of alcohol or a drug in their blood
  - subsequently refused to undergo a legal test for the amount of alcohol or a drug in their blood in connection with their driving, towing, operating or being in charge of the vehicle.
- If You were not the driver or the person operating or in charge of the vehicle at the time of the loss, damage or Occurrence, We will not rely on this exclusion if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know and could not reasonably have known, that the driver or person operating or in charge of Your Vehicle:*
  - did not have the required licence
  - was not complying with all of the terms and conditions of their licence
  - was or might be under the influence of alcohol or a drug.
- 2 is being used for a use other than the one shown on the Certificate of Insurance.**
- 3 is being used whilst unregistered when the law requires it to be registered.**
- 4 is operated in an unsafe or not unroadworthy condition, and such operation caused or contributed to loss or damage.**
- 5 forms part of Your stock in trade.**
- 6 is involved in or being prepared for, an experiment, a stunt, racing, pace-making, a reliability trial, speed or hill climbing, a sporting event or a demonstration.**

- 7 is carrying, lifting or towing a heavier load or carrying more passengers than designed for or permitted by law, to the extent that such carrying, towing or lifting caused or contributed to loss or damage.**
- 8 is carrying a passenger for payment unless as part of a private vehicle pooling arrangement.**
- 9 is being let or hired.**
- 10 is being used to teach driving skills for reward.**
- 11 is running on rails other than as cargo.**
- 12 is not running solely on solid ground.**

## What is not insured under sections 1 and 2 of this policy

You are not insured under section 1 and section 2 of this policy against:

- 1 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by:**
  - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
  - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this policy, except if caused by vandalism or a malicious act. For example, We will not cover You if Your Vehicle's GPS or security system cannot be used because of a cyber attack, but We will cover You for theft of Your Vehicle if it is stolen after Your Vehicle's security system is impacted by a cyber attack.
- 2 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.**

- 3 any loss, damage or liability directly caused by a Communicable Disease or the threat or perceived threat of any Communicable Disease.**

## Section 1: what You are insured for if Your Vehicle is damaged or stolen

### Comprehensive cover

If Your Vehicle is Accidentally damaged or stolen in Australia during the Period of Insurance and 'Comprehensive' is shown on the Certificate of Insurance, We may at Our option:

- repair the damage or pay You the reasonable cost of repairs at the time of the damage; or
- if Your Vehicle is stolen or is a Total Loss and:
  - 'Private Use' and 'Agreed Value' are shown on the Certificate of Insurance, pay You the Agreed Value for Your Vehicle; or
  - 'Private Use' and 'Retail Cost' are shown on the Certificate of Insurance, pay You the Retail Cost; or
  - 'Business Use' or 'Farm Use' are shown on the Certificate of Insurance, pay You the lesser of the sum insured for Your Vehicle and Retail Cost.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If Your Vehicle:

- is stolen, Your Vehicle becomes Our vehicle upon Us paying You on the basis that Your Vehicle has been stolen;
- is a Total Loss, We are entitled to claim the wreck if We pay You:
  - the Retail Cost; or
  - the Agreed Value if 'Agreed Value' is shown on the Certificate of Insurance
- is a Total Loss, You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost, We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost;
- is stolen or is a Total Loss, all insurance ceases and You will

not be entitled to any refund of premium. You will need to take out new insurance cover for Your replacement vehicle.

*We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.*

### **Fire theft and legal liability and fire and theft only**

If Your Vehicle is Accidentally damaged by fire, damaged by a thief or stolen in Australia during the Period of Insurance and 'Fire theft and legal liability' or 'Fire and theft only' are shown on the Certificate of Insurance, We may at Our option:

- repair the damage or pay You the reasonable cost of repairs at the time of the damage; or
- if Your Vehicle is stolen or is a Total Loss, pay You the lesser of the sum insured or Retail Cost.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

If Your Vehicle:

- is stolen, Your Vehicle becomes Our vehicle upon Us paying You the sum insured or Retail Cost;
- is a Total Loss, You are entitled to the wreck if We pay You the sum insured (if an amount is shown for the sum insured), but if the sum insured is less than the Retail Cost, We deduct from what We pay the amount by which the sum insured plus the value of the wreck exceeds the Retail Cost;
- is a Total Loss, We are entitled to claim the wreck if We pay You the Retail Cost;
- is stolen or is a Total Loss, all insurance ceases and You will not be entitled to any refund of premium. You will need to take out new insurance cover for Your replacement vehicle.

*We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.*

### **New vehicle**

We replace Your Vehicle with a new vehicle of a similar make and model or at Our option, pay You what it would cost to do so if:

- Your Vehicle is stolen or is a Total Loss as a result of an insured event; and

- 'Private Use' and 'Comprehensive' are shown on the Certificate of Insurance; and
- at the time of the theft or of the damage causing the Total Loss Your Vehicle's original registration was less than two years old and it was new or a demonstration model when You purchased it; and
- the odometer reading is 35,000 kilometres or less at the time of the theft or of the damage causing the Total Loss; and
- the Agreed Value (if 'Agreed Value' is shown on the Certificate of Insurance) is at least 80% of what it would cost to buy the new vehicle (excluding the cost of registration, stamp duty, transfer fees and insurance).

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

*We regard Your Vehicle as stolen if it is not found within 2 weeks of Your reporting it as stolen to the police and the police have recorded it as so stolen.*

If We pay You the cost of a new vehicle, We:

- calculate the amount We pay as if the vehicle is readily available locally; and
- do not include in the cost of the new vehicle registration, insurance or stamp duty.

If 'Agreed Value' is shown on the Certificate of Insurance and that Agreed Value is:

- more than what it would cost to buy the new vehicle; or
- less than 80% of what it would cost to buy the new vehicle,

then We will pay You the Agreed Value.

*Please speak to Us if You want to insure tools which are not normally offered for sale with Your type of vehicle.*

### **Our repair policy**

We have established a network of partnered repairers. These repairers must meet Our stringent acceptance criteria which requires a high standard of repair and service.

When You use one of Our partnered repairers You do not need to shop around for quotes and We will guarantee the quality of the workmanship and materials used in the repair.

You may choose Your own repairer,

but if You do, We may require You to provide two quotes for the repair of Your Vehicle, including one from a repairer of Our choice.

If Your Vehicle is at Your chosen repairer and We want to obtain an alternative quote for repairs, We may arrange to move Your Vehicle to another repairer at Our expense.

If We agree to repair Your Vehicle then We will use parts suitable for Your Vehicle's age and condition, as follows:

- in most circumstances new Original Equipment Manufacture (OEM) approved parts will be used if Your Vehicle is under three years old
- new and/or reusable non-mechanical or reconditioned OEM parts may be used in the following circumstances:
  - Your Vehicle is over three years old; and
  - it does not affect the safety or the structural integrity of Your Vehicle; and
  - it complies with the applicable Australian Design Rules and Your Vehicle's manufacturer's specifications
- for Windscreens, We use parts which are compliant with Australian Design Rules.

If We have paid or agreed to pay a claim under this policy and any part for Your Vehicle is unavailable in Australia, Our liability for the cost of freighting that part to Australia will be limited to that arising from sea transportation only.

We will not pay an international air freight charge or an amount exceeding the manufacturer's list price for any part, unless the charge or amount is incurred with Our prior consent.

If the repairer needs to engage the services of a specific specialist repairer and/or supplier that repairer may sublet some of the repair work to such specialist repairer or supplier.

If We authorise the repairs to Your Vehicle, We will guarantee the workmanship on the repairs authorised by Us for the life of Your Vehicle.

We will handle any complaint about the quality or timeliness of the work or conduct of the repairer under 'Our Complaints Handling Procedure'



contained within the 'Important Information applying to all policies' in this Plan.

## Additional benefits – Private Use with 'Comprehensive' cover

You have these additional benefits if 'Private Use' and 'Comprehensive' are shown on the Certificate of Insurance for Your Vehicle.

*You do not have these additional benefits if a trailer, motorised caravan, mobile or motor home or motor cycle is shown as Your Vehicle on the Certificate of Insurance.*

### AAA rating bonus

We give You 'AAA' rating when You have insured Your Vehicle with Us under a comprehensive cover for at least two consecutive years on a full No Claim Bonus and You have not made a claim for theft or an Accident involving that vehicle or a replacement vehicle where You are at fault.

If You have 'AAA' rating for Your Vehicle, You keep Your entitlement to a No Claim Bonus in connection with Your Vehicle if You make only one claim on this policy where You are at fault.

In addition, if Your Vehicle becomes unusable as a result of Accidental damage or theft during the Period of Insurance, We pay up to \$1,000 in total for the reasonable:

- costs You incur to obtain transport to Your home, to Your destination or to alternative accommodation; and
- rent You incur for alternative accommodation; and
- hire costs You incur for a temporary replacement vehicle of a similar type. We do not pay these vehicle hire costs if You are entitled to the additional benefit 'Hire costs' after Your Vehicle is stolen.

### Automatic cover for replacement vehicle

If You replace Your Vehicle during the Period of Insurance, this policy will insure the replacement vehicle from its date of purchase until the end of that Period of Insurance if:

- You tell Us within 14 days of buying the replacement vehicle;

and

- the value of the replacement vehicle (excluding the cost of registration, stamp duty, transfer fees and insurance) is not more than:
  - \$150,000 for any replacement vehicle except a caravan
  - \$50,000 for a caravan; and
- You pay the additional premium and accept any additional terms We require.

### Hire costs

If Your Vehicle is stolen during the Period of Insurance, We pay up to \$1,000 towards the reasonable hire costs You incur for a temporary replacement vehicle of a similar type for up to 14 days or the date Your Vehicle is recovered in a useable and roadworthy condition, whichever is earlier. We do not pay for fuel, running costs or other charges.

### Insurance of a hired or borrowed vehicle

If Your Vehicle is stolen or damaged and We have paid or agreed to pay a claim for it under this policy, We also insure a vehicle that You hire or borrow as a temporary replacement for up to 14 days from the date of the Accidental damage or theft, against Accidental damage or theft. We only pay a claim in respect of that vehicle if We would have paid a claim under this policy if it had been Your Vehicle.

We pay any claim on the same terms and conditions as We would for Your Vehicle, up to the:

- Agreed Value if 'Agreed Value' is shown on the Certificate of Insurance; or
- Retail Cost if 'Retail Cost' is shown on the Certificate of Insurance.

### Personal property

We pay up to \$500 for Your personal property contained in the boot or cab of Your Vehicle if during the Period of Insurance it is:

- stolen – but only if Your Vehicle was securely locked at the time of the theft
- Accidentally damaged by fire, collision or overturning of Your Vehicle.

We do not pay for loss of or damage to:

- cash; or

- goods connected with any trade, business or occupation.

### Trailer

We pay up to \$1,000 for damage or loss of a two-wheel box trailer You own if it is Accidentally damaged or stolen during the Period of Insurance while attached to Your Vehicle.

You do not get this benefit if the trailer is shown as Your Vehicle on the Certificate of Insurance.

This benefit is otherwise subject to the terms of this policy.

## Additional benefits – all uses with 'Comprehensive' cover

You have these additional benefits if 'Comprehensive' is shown on the Certificate of Insurance for Your Vehicle.

### Emergency repairs and towing

If We have paid or agreed to pay a claim for damage to Your Vehicle, We also pay up to \$5,000 towards the reasonable cost You incur to have:

- Your Vehicle towed from the place at which it was damaged to the nearest safe or secure place or any other place that We have approved; and
- emergency repairs carried out on Your Vehicle to make it safe and roadworthy,

as a result of that damage.

### General average/salvage costs

This policy is extended to insure You for general average or salvage which You are charged for a loss occurring during the Period of Insurance in relation to a ship transporting Your Vehicle by sea within Australian territorial waters.

### No Claim Bonus

A No Claim Bonus is a discount that can be earned on eligible Comprehensive policies in recognition of a claims-free record.

Your current Certificate of Insurance will show any No Claim Bonus and any benefits that apply to Your Motor Vehicle policy.

The No Claim Bonus is calculated on each Vehicle insured under Your Motor Vehicle policy, unless Your claims history does not entitle You to a No Claim Bonus.

We calculate Your No Claim Bonus rating based on:

- Your claims history, and
- number of years You have been licenced for.

Each year at renewal, Your Vehicle's No Claim Bonus is re-calculated.

If You make a claim in respect of a Vehicle and We are satisfied that You are 'at-fault', Your No Claim Bonus in respect of that Vehicle will be reduced when You renew Your Motor Vehicle policy.

Your No Claim Bonus rating for a Vehicle will increase after each claim free year You have for that Vehicle until You reach Our maximum Rating 1.

You do not have to pay an excess on a claim and You do not lose Your No Claim Bonus if Your Vehicle is Accidentally damaged and We are satisfied the driver of Your Vehicle was not at fault and You provide Us with the registration number of the other vehicle and the name and contact details of its owner or driver.

In order for Us to resolve whether You or another person was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the circumstances.

The No Claim Bonus discount may not apply to the premium for Optional benefits, caravan annexe and contents cover, some Additional benefits or any additional premium paid, if applicable, to include or amend cover for any dangerous goods extension, windscreen excess removal, motor standard excess removal, private motor standard excess removal, motorcycle or caravan standard excess removal, that may be available under this Motor Vehicle policy.

### Recovery costs

If Your Vehicle is stolen during the Period of Insurance and recovered within two weeks of it being stolen, We pay up to \$500 towards the cost of returning Your Vehicle to the place where You usually keep it.

### Replacement keys and locks

If during the Period of Insurance:

- a key to Your Vehicle is stolen; or
- a lock barrel of Your Vehicle

is damaged by someone in the course of them stealing or attempting to steal Your Vehicle,

We pay up to \$1,000 towards the reasonable cost You incur to replace a damaged key and lock barrel.

### Signwriting costs

If Your Vehicle is:

- stolen and We have paid or agreed to pay a claim for it under this policy, We pay up to \$2,000 towards the cost You reasonably incur to apply signwriting to Your replacement vehicle to the same specification as any signwriting as originally on Your Vehicle
- damaged and We have paid or agreed to pay a claim for the damage under this policy, We pay up to \$2,000 towards the cost You reasonably incur to redo any signwriting on Your Vehicle which was damaged.

### Windscreen bonus

You do not lose Your No Claim Bonus for a broken Windscreen claim in respect of a Vehicle if:

- the Windscreen was broken by Accident; and
- the broken Windscreen is the only damage to Your Vehicle arising out of the Accident; and
- this is Your first claim for a Windscreen damaged during the Period of Insurance.

Where damage occurs that includes damage to Windscreen rain sensors or heaters which require replacement or recalibration, then damage to Windscreen is not the only damage and the Windscreen bonus does not apply.

## Optional benefits for Private Use with 'Comprehensive' cover

### Named drivers only

*Depending on Your circumstances, We may offer to reduce Your premium if You take reduced insurance cover for Accidental damage to Your Vehicle as described in this benefit. You only have this benefit if We offer You this benefit and You accept Our offer.*

If 'Named drivers only' is shown on the Certificate of Insurance, You are not insured for Accidental damage to Your Vehicle unless the person

who was driving or in charge of Your Vehicle when the damage occurred:

- is named on the Certificate of Insurance as a 'Regular driver' or 'Additional driver' of Your Vehicle
- was not at fault
- was driving Your Vehicle to seek emergency medical treatment for a person in Your Vehicle
- was driving Your Vehicle in their capacity as a car park attendant
- was driving Your Vehicle in connection with repairing, servicing or testing it for reward.

This benefit is otherwise subject to the terms of this policy.

### No Claim Bonus Protection

If Your Motor Vehicle policy is eligible for the 'No Claim Bonus Protection' option, it will be shown on the Certificate of Insurance as an optional benefit You have selected. You retain Your entitlement to a No Claim Bonus in connection with Your Vehicle if You make only one claim in respect of that Vehicle where You are at fault for the loss or damage.

You are only entitled to this benefit if:

- Your No Claim Bonus is at least 60% and You do not yet have AAA rating bonus; and
- You pay Us the premium We require for this benefit.

## Optional benefit for 'Comprehensive' cover - all uses

### Hire car benefit

If 'Hire Car Benefit' is shown on the Certificate of Insurance and during the Period of Insurance Your Vehicle becomes unusable as a result of Accidental damage, We will pay up to \$500 towards the cost to hire a vehicle of a similar type for the earlier of 14 days from the time Your Vehicle becomes unusable, or until Your Vehicle is repaired. We do not pay for fuel, running costs or other charges.

## Caravan annexe and contents

You are insured against damage to:

- Your caravan annexe if 'Annexe' is shown on the Certificate of Insurance

- Your Caravan Contents if 'Contents' is shown on the Certificate of Insurance.

You are only insured if the damage is directly caused by:

- fire, explosion, lightning, earthquake, riot or civil commotion, vandalism or thieves
- collision or overturning of the hauling vehicle or caravan,

that occurs in Australia during the Period of Insurance.

If 'Contents' is shown on the Certificate of Insurance You are also insured for theft of Your Caravan Contents from within Your caravan during the Period of Insurance following forcible entry to it.

For damage to or theft of Your Caravan Contents, We pay the amount shown in the third column for the type of contents shown in the first column of the table in Our Standard home policy on pages 68 to 70 of this Plan.

We pay up to the sum insured shown on the Certificate of Insurance for:

- 'Annexe' for damage to Your caravan annexe
- 'Contents' for damage to or theft of Your Caravan Contents.

## Section 2: the insurance for legal liability

If 'Comprehensive', or 'Fire theft and legal liability', or 'Legal liability' are shown on the Certificate of Insurance, this policy insures You, and anyone driving or in charge of Your Vehicle with Your permission, against legal liability to pay compensation for Personal Injury or Damage to Property which:

- happens in Australia during the Period of Insurance; and
- is directly caused by, or by the use of, Your Vehicle; and
- arises out of an Occurrence.

## What is not insured for legal liability

This policy does not insure You against liability:

### 1 for Personal Injury to:

- You or any member of Your Family or a person driving or in charge of Your Vehicle or any relative of that person

- a person living permanently with a person insured by this policy
- an Employee, or a worker, agent, contractor or subcontractor employed or engaged by any Person insured by this policy.

### 2 for Damage to Property, Personal Injury or a cost incurred by or on behalf of a government authority in a clean-up, directly or indirectly caused by or arising out of:

- the transport of Dangerous Goods in a Placard Load or on any vehicle or in or on any vehicle attached to or towing any vehicle from one place to another
- the loading or unloading of Dangerous Goods in a Placard Load

### 3 for Damage to Property or Personal Injury directly or indirectly caused by or arising out of:

- the weight of Your Vehicle and its load exceeding any lawful requirements or advisory or warning signs
- tunnelling, underpinning, vibration or interference with the support of land, buildings or property.

### 4 for loss of or damage to underground services or underground property unless, when the loss or damage occurred, the person who caused the loss or damage:

- could readily see the underground service or underground property; or
- could not readily see the underground service or underground property and was not aware (and could not reasonably have been aware) of the exact location of the underground service or underground property.

*For example, Telstra advise that they are a member of the 'Dial Before You Dig' service which enables people to find out about various underground services in the area in which they intend to dig. We will rely on this exclusion if You damage a Telstra or other underground service without having utilised the 'Dial Before You Dig' service to check the location of the underground services.*

### 5 for Personal Injury if Your Vehicle is registered or the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance

### 6 arising pursuant to or in connection with an agreement in which You expressly take on a legal liability which would not have been imposed if the agreement had not been made

### 7 for loss of or damage to property belonging to a Person insured under this policy

### 8 for loss of or damage to the load or contents of:

- Your Vehicle
- any vehicle towed by Your Vehicle

### 9 for loss or damage to, or directly or indirectly caused by or arising out of, the use of, a trailer if, at the time of the loss or damage, the trailer is:

- connected to Your Vehicle and is in Your custody, care or control; and
- not owned by You,

unless 'Non-owned trailer liability' is shown on the Certificate of Insurance.

## What We pay for legal liability

We pay up to the limit of indemnity shown on the Certificate of Insurance as the 'Legal liability limit'. We pay up to this amount for all claims (including all costs and expenses) arising from the one Occurrence or series of Occurrences.

### Other policies

The limits described are the maximum We pay under this policy and under any other policies We issue to You in this Plan even though You may have a claim under another policy.

## Additional benefits for legal liability

### Damage to Your Vehicle by an uninsured vehicle

If Your Vehicle is involved in a collision with another vehicle during the Period of Insurance, We will pay for the following up to an aggregate total amount of \$5,000:

- for the repair of damage to Your Vehicle if it is not a Total Loss

- where Your Vehicle is a Total Loss, provided We are entitled to claim the wreck and any payment does not exceed the Retail Cost where this amount is less than \$5,000
- the cost of towing Your Vehicle to the nearest safe or secure place.

We will only pay this additional benefit for legal liability if:

- 'Fire theft and legal liability' or 'Legal liability' together with 'Private Use' are shown on the Certificate of Insurance for Your Vehicle; and
- We are satisfied the driver of Your Vehicle was not to blame for the collision and You supply Us with the registration number of the other vehicle and the name and address of its owner or driver; and
- neither the owner nor the driver of the other vehicle is insured against their liability for the damage to Your Vehicle.

In order for Us to resolve whether You or another person was at fault, We may request additional information – for example witness statements or photographs – and consider any laws, bylaws or rules that may apply to the claim circumstances.

### Other vehicles

We treat a vehicle You do not own but which is in Your legal possession, custody or control as Your Vehicle if You are using it as a temporary replacement for Your Vehicle because Your Vehicle is not in a useable condition at the time.

You have this additional benefit for legal liability if only one temporary replacement vehicle is being used at any one time in place of Your Vehicle.

### Your employer or principal

This policy is extended to insure Your employer or principal against their legal liability directly caused by Your use of Your Vehicle for their business. You do not have this benefit if Your Vehicle belongs to Your employer or principal.

We only pay this benefit if We agree to indemnify You against Your legal liability incurred while You are using Your Vehicle for their business.

This benefit is otherwise subject to the terms of this policy.

## Special conditions which apply to sections 1 and 2 of this policy – excesses

The excesses below apply to sections 1 and 2 of this policy.

If more than one of these excesses is applicable, then You will be required to pay all of them and also any other applicable excess shown on the Certificate of Insurance.

### Excesses for young, inexperienced and other drivers

This excess is in addition to the other excesses described in this special condition.

*In calculating Your premium, We take into account the age and experience of the people who will be driving, operating and in charge of Your Vehicle.*

The amount of this excess is shown on the Certificate of Insurance as the 'Driver excess'. A driver excess is payable if at the time of the loss or damage or Occurrence the person driving or operating or in charge of Your Vehicle, or driving or operating or in charge of a vehicle towing Your caravan or trailer:

- is:
  - under 19 years of age
  - 19 - 20 years of age
  - 21 - 24 years of age
  - 25 years of age or more but has not held an Australian driver's licence for two or more years for the type of vehicle being driven at the time of the event.
- has held a licence for less than two consecutive years following re-issue or reinstatement of a driving licence after its cancellation or suspension.

You do not have to pay a 'Driver excess' if:

- Your Vehicle is stolen or damaged as a result of theft or attempted theft by anyone other than a member of Your Family
- You are entitled to the additional benefit 'No Claim Bonus' described on page 87
- Your claim is only for damage to a Windscreen
- Your claim is only for additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on page 89.

### Vehicle excess

The amount of this excess is shown as a 'Vehicle excess' on the Certificate of Insurance. You will be required to pay such amount on a claim in connection with the vehicle insured by this policy or any vehicle being used temporarily as a replacement for it.

You do not have to pay the vehicle excess if:

- You are entitled to the additional benefit 'No Claim Bonus' described on page 87
- it relates to a claim for the additional benefit 'Damage to Your Vehicle by an uninsured vehicle' described on page 89
- the claim against You is for damage to an underground service or underground property or loss as a result of the damage and You are not claiming for damage to Your Vehicle.

### Tipping excess

This excess is in addition to the other excesses described in these special conditions and regardless of whether it is mentioned on the Certificate of Insurance.

If Your Vehicle has tipping mechanisms and damage occurs or liability is incurred which is covered by this policy whilst the tipping mechanism is being operated and was fully or partially elevated, then all excesses applicable are doubled in monetary amount.

### Underground excess

If 'Underground excess' is shown on the Certificate of Insurance, You will be required to pay that excess for any claim arising out of or in connection with loss of or damage to an underground service or underground property or any losses as a result of loss of or damage to an underground service or underground property.

### Vehicles exceeding 10 tonne

If 'Business Use' is shown on the Certificate of Insurance and Your Vehicle is a prime mover or a truck with a carrying capacity of more than 10 tonne then all excesses applicable are doubled in monetary amount for claims for the theft of Your Vehicle or damage to Your Vehicle when that theft is from, or the damage occurs at, a location outside the 'Radius of Operations' shown on the Certificate of Insurance and measured from the location shown on the Certificate of Insurance.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Agreed Value** means the amount shown on the Certificate of Insurance for Your Vehicle as 'Agreed Value'.

**Business Use** means:

- use in connection with Your occupation or business; and
- use for social, domestic and pleasure purposes.

**Business Use** includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

**Caravan Contents** means the type of Contents 1 to 9 and 11 shown in the first column of the table on page 68 of this Plan.

**Dangerous Goods** has the same meaning as set out in the 'Australian Code for the Transport of Dangerous Goods by Road and Rail'

**Farm Use** means:

- use in connection with Your occupation as a farmer; and
- use for social, domestic and pleasure purposes.

**Farm Use** includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

**Placard Load** has the same meaning as set out in the 'Australian Code for the Transport of Dangerous Goods by Road and Rail'.

**Private Use** means:

- use for social, domestic and pleasure purposes; and
- use by You in person in connection with Your Business or occupation but not when You are using Your Vehicle for the business or occupation of:
  - outdoor sales, commercial travelling, collecting or delivery, insurance assessing, a manufacturer's agent, a stock or station agent, an auctioneer, a real estate agent or a sales agent, a driving instructor, a motor trade
  - carrying goods, articles or passengers for payment (however, You can use it in a private pool or car sharing arrangement if You do not make a profit).

**Private Use** includes Your Vehicle being used:

- in connection with repairs, servicing and testing
- to teach someone to drive for free
- in a demonstration while selling Your Vehicle.

**Retail Cost** means what it would cost to buy a vehicle of a similar make, model and condition to Your Vehicle at the time of the loss or damage excluding the cost of registration, stamp duty, transfer fees and insurance.

**Total Loss** means where We decide Your Vehicle is a total loss. This will usually be when the cost to repair Your Vehicle, plus any amount We can obtain for Your Vehicle's salvage; is more than the Retail Cost.

**Your Vehicle** means the vehicle shown on the Certificate of Insurance and including the following:

- metallic paint, rust proofing, window tinting, mudflaps, headlight protectors, spoilers, car mats, roof racks (but not bike or ski racks) and any tow, roo, bull, nudge and side bars and any spotlights, fog lights or similar lights attached to them; and
- tools and accessories that:
  - the manufacturer fitted as standard to the vehicle shown on the Certificate of Insurance; or
  - the manufacturer originally supplied and the manufacturer or dealer fitted to the vehicle shown on the Certificate of Insurance, but not a caravan annexe even if the Certificate of Insurance shows Your Vehicle as a caravan; and
- modifications specified on the Certificate of Insurance under the heading 'Modifications'; and
- accessories specified on the Certificate of Insurance under the heading 'Accessories'; and
- non-specified accessories up to a total value of \$500 if no accessories are specified on the Certificate of Insurance under the heading 'Accessories';

that are part of, on, attached to, or locked in, Your Vehicle at the time of the loss or damage.

**Windscreen** means a windscreen, side window or rear window, but does not include a sun roof or windscreen accessories such as rain sensors or windscreen heating.

# Pleasure boat policy

*This policy insures Your Boat.*

*You only have this policy if the risk 'Pleasure boat' is shown on the Certificate of Insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy. The General definitions on pages 15 - 18 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>93</b>	<b>Section 2: the insurance for legal liability</b>	<b>94</b>
<b>Section 1: the insurance against Accidental damage or theft of Your Boat</b>	<b>93</b>	<b>What is not insured for legal liability</b>	<b>94</b>
<b>What is not insured under section 1 of this policy</b>	<b>93</b>	<b>What is not insured under sections 1 and 2 of this policy</b>	<b>94</b>
<b>What We pay if Your Boat is damaged or stolen</b>	<b>93</b>	<b>When You are insured under sections 1 and 2 of this policy</b>	<b>95</b>
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Automatic cover for a replacement boat	93	<b>What We pay for legal liability</b>	<b>95</b>
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Equipment and accessories	94		
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## The types of cover We offer

### We offer insurance cover for:

- Accidental damage to and theft of Your Boat
- legal liability You incur in using Your Boat.

## Section 1: the insurance against Accidental damage or theft of Your Boat

If Your Boat is not a Surfcat, sailboard or similar fun craft, then this policy insures You against the following if they occur during the Period of Insurance:

- Accidental damage to Your Boat
- theft of or from Your Boat.

If Your Boat is a Surfcat, sailboard or similar fun craft, then this policy insures You against the following if they occur during the Period of Insurance:

- damage to Your Boat directly caused by fire or collision or impact with any object
- theft of or damage to Your Boat directly caused by theft or attempted theft but only if at the time of the theft or attempted theft:
  - a substantial anti-theft device was attached both to Your Boat and a stanchion; and
  - the theft or attempted theft involved the damage or destruction of the device
- theft of or damage to Your Boat directly caused by theft or attempted theft following forcible entry to the building where Your Boat is kept (but only if the building is locked).

## What is not insured under section 1 of this policy

Section 1 does not insure You against:

### 1 damage to:

- a motor that falls from the hull of Your Boat
- the treatment of the bottom of Your Boat or paintwork of Your Boat
- any moorings.

### 2 damage directly caused by:

- mechanical, structural, electronic, hydraulic or electrical breakdown or failure.

### 3 damage directly or indirectly caused by or arising out of a fault in Your Boat of which You were aware or of which You ought reasonably to have been aware at the time of the damage.

### 4 theft or attempted theft or deliberate or malicious damage by any Person:

- insured by this Pleasure boat policy
- who is the creditor of any debt which is secured against Your Boat under any agreement entered into by a Person insured by this Pleasure boat policy.

Please also refer to the information on page 95, 'When You are insured under sections 1 and 2 of this policy' and 'When You are not insured under sections 1 and 2 of this policy'.

## What We pay if Your Boat is damaged or stolen

If Your Boat is damaged or stolen, We may at Our option:

- repair or replace it; or
- pay You the reasonable cost to repair or replace it at the time of the damage or theft.

We pay the Retail Cost as New up to the sum insured shown on the Certificate of Insurance.

Our choice will have regard to the circumstances of Your claim and consider any preference You may have.

We also pay You up to 50% of the sum insured for the hull for the total of:

- any expense You reasonably incur to avoid or limit a loss, damage or Salvage Charges; and
- Salvage Charges You incur.

We do not pay for an international freight charge or an amount exceeding the manufacturer's list price for a part unless the charge or price is incurred with Our consent.

### Total loss

If We consider Your Boat is a total loss, We pay:

- the Retail Cost as New if it is less than 3 years old from the date of manufacture and the sum insured shown on the Certificate of Insurance is at least 80% of the Retail Cost as New; or
- the Retail Cost up to the sum insured shown on the Certificate of Insurance if Your Boat is 3 years or older from the date of manufacture.

We are entitled to claim the wreck if We pay at least the Retail Cost.

We regard Your Boat as a total loss if the cost of repairs plus salvage value equals or exceeds the sum insured or Retail Cost or it is not found within 2 weeks of Your reporting it as stolen to the police.

*When You are deciding on a sum insured for the hull, remember that it needs to be enough to cover the permanent attachments to the hull.*

## Additional benefits

### Automatic cover for a replacement boat

If You replace Your Boat with a similar boat during the Period of Insurance, this policy will insure the replacement boat for 14 days from the date of purchase if:

- You buy the replacement boat within 30 days of selling or disposing of Your Boat; and
- the replacement boat costs no more than double the Retail Cost of Your Boat at the time You sold or disposed of it (excluding registration costs and insurance).

This benefit is otherwise subject to the terms of this policy.

### Clean up costs

We pay up to \$20,000 towards the reasonable costs You incur to clean up oil, diesel, petroleum products, effluent or sewerage Accidentally released or discharged from Your Boat for all claims arising out of the one event, if the clean up occurs:

- during the Period of Insurance; and
- within 24 hours of the Accidental release or discharge.

This benefit is in addition to the sum insured.

## Equipment and accessories

If an item of 'Equipment and accessories' is shown on the Certificate of Insurance, the item specified is insured against:

- Accidental damage directly caused by Your Boat being stranded or sunk, catching on fire, or colliding with any external object
- theft if Your Boat is stolen and the item is on or in Your Boat at the time
- theft following forcible entry to Your Boat or the building where it is kept (but only if Your Boat or building is locked),

occurring during the Period of Insurance.

We pay the sum insured specified on the Certificate of Insurance for the damaged or stolen item.

If 'Equipment and accessories' is not shown on the Certificate of Insurance, We pay up to \$500 for all claims for any item or items of equipment or accessories damaged or stolen as a result of the one event.

We only pay a claim for an item of equipment and accessories not shown on the Certificate of Insurance if We would have paid the claim if the item had been shown on the Certificate of Insurance.

## Stranding

If Your Boat is Stranded during the Period of Insurance, We pay up to \$1,000 for an expense You reasonably incur to inspect the hull, even if no damage is found.

## Towing

If We have paid or agreed to pay a claim for damage to Your Boat, We pay the reasonable cost You incur to have Your Boat towed from the area in which it was damaged (on land or at sea), to the nearest safe or secure place.

We pay up to \$500 for all towing costs arising out of damage to Your Boat during the Period of Insurance.

## Personal Effects

If We have paid or agreed to pay a claim for Accidental damage to or theft of Your Boat, We pay up to \$200 for any one item of Your Personal Effects and up to \$2,000 for all Your Personal Effects lost or damaged by that Accidental damage or theft.

## Section 2: the insurance for legal liability

This Pleasure boat policy insures You and anyone duly qualified who, with Your permission, is driving, sailing, piloting or otherwise in charge of or acting as an observer on Your Boat, against:

- legal liability to pay compensation for Personal Injury or Damage to Property that:
  - happens during the Period of Insurance; and
  - is directly caused by, or by the use of, Your Boat; and
  - arises out of an Occurrence
- the reasonable costs incurred or payable by You in raising or attempting to raise, remove or destroy the Wreck during the Period of Insurance in compliance with a legal requirement that You do so.

## What is not insured for legal liability

Section 2 of this policy does not insure You or any other Person against a liability:

- 1 pursuant to or in connection with an agreement in which the Person making the claim on this policy expressly takes on a legal liability which would not have been imposed if that agreement had not been made**
- 2 directly or indirectly caused by or arising out of a seeping, polluting or contaminating substance, including a cost to clean up or remove the substance**
- 3 for the cost to remove subsurface oil, gas or any similar substance or property of another Person consequent on damage directly caused by Your Boat**
- 4 for the cost of a search, location, recovery, salvage or similar action by a sea or air rescue or recovery service**
- 5 for damage to property belonging to You or in Your possession, custody or control**

## 6 for Personal Injury to:

- You or anyone living permanently with You or an Employee or Your agent, contractor or subcontractor
- a person driving or in charge of Your Boat or acting as an observer on it
- a person driving or in charge of the vehicle towing Your Boat
- a member of the crew of Your Boat (whether a volunteer or not)
- a person while kite-skiing, paragliding or engaging in any other airborne activity while being towed by Your Boat (unless the death or injury occurs to a person while on Your Boat)
- a person while waterskiing from Your Boat unless 'Waterskiing' is shown on the Certificate of Insurance

## 7 for Personal Injury if the Person making the claim on this policy is required by law to be insured against that liability under another policy of insurance.

## What is not insured under sections 1 and 2 of this policy

You are not insured under section 1 and section 2 of this policy against:

- 1 loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by:**
  - errors or omissions involving access to, processing of, use of or operation of any computer system or any unavailability or failure to access, process, use or operate any computer system, or
  - any unauthorised, malicious or criminal act (or any threat or hoax of this) involving access to, processing of, use of or operation of any computer system,

provided that this exclusion will not apply to physical loss or damage directly caused by an incident or event We cover You for under this Policy, except if caused by vandalism or a malicious act. For example, We will not cover You if Your Boat's GPS or security system cannot be used because of a cyber attack, but we will cover You for theft of Your Boat if it is stolen after Your Boat's security system is impacted by a cyber attack.



- 2 **loss, damage, liability, claim, cost or expense directly or indirectly caused by or contributed to by loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including the value of any data.**

## When You are insured under sections 1 and 2 of this policy

**You are only insured when Your Boat is:**

- afloat on an inland body of water, harbour, estuary, waters within the Great Barrier Reef, and coastal waters of Australia up to 50kms from shore
- laid up on shore in Australia
- being towed or carried in Australia.

## When You are not insured under sections 1 and 2 of this policy

**You are not insured when Your Boat:**

- does not have a licence required by law
- is operated in an unsafe or unseaworthy condition, and such operation caused or contributed to loss, destruction, damage or liability
- is being used for or in any way connected with an illegal purpose or activity to the extent such use caused or contributed to the loss, destruction, damage or liability
- is being used in, or is being prepared for, an experiment, test, stunt, pacemaking, reliability trial, speed test or competition
- is being used in, or is being prepared for, racing unless 'Racing' is shown on the Certificate of Insurance
- is being let, hired or chartered
- is being driven or piloted by or in the charge of a person, or is being towed by a vehicle which is being driven by or in the charge of a person who:
  - does not have a licence or ticket required by law
  - is under the influence of alcohol or a drug

- has more than the legal limit of alcohol or a drug in their blood; or
- subsequently refused to undergo a legal test for the amount of alcohol or drug in their blood in connection with their driving, towing, operating or being in charge of Your Boat or the vehicle.

*If You were not the driver or the person piloting or in charge of Your Boat at the time of the loss, damage or Occurrence, We will not rely on the exclusion in this bullet point if You can satisfy Us that at the time of the loss, damage or Occurrence You did not know, and could not reasonably have known, that the*

*driver or person operating or in charge of Your Boat:*

- *did not have the required licence or ticket; or*
- *was or might be under the influence of alcohol or a drug.*

## What We pay for legal liability

We pay up to the limit shown on the Certificate of Insurance for 'Legal liability limit of indemnity'. We pay up to this amount for all claims (including all costs and expenses) arising out of the one Occurrence or series of Occurrences.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Personal Effects** means the following Personal Effects belonging to You or anyone on Your Boat with Your permission:

- clothing
- shoes
- waterproof gear and bags
- food and beverage coolers
- hats and caps
- wallets and purses excluding cash and credit cards
- toiletry items
- keys and pens
- portable radio, radio cassette and compact disc players.

**Personal Effects** does not include goods or equipment used for water skiing, fishing, diving or any other water sport.

**Retail Cost as New** means what it would cost to buy a new item of a similar make or model (excluding registration, stamp duty, transfer fees and insurance) at the time of the loss or damage.

**Salvage Charges** means those costs You are liable to pay a Person who salvages Your Boat independently of a contract to do so.

**Stranded** means the running aground of Your Boat whilst it is being used on water.

**Surfcat** means a sailboard with a catamaran hull.

**Wreck** means the remains of Your Boat after it has sustained loss or damage.

**Your Boat** means the following if the item is specified on the Certificate of Insurance:

- its hull, including permanent attachments to it (but not motors) normally offered for sale with boats of a similar type
- its motors
- its masts/spars, including sails and rigging
- its dinghy
- its trailer.

**Your Boat** includes Personal Effects while they are on Your Boat.

# Personal accident and illness policy

*This policy offers a variety of different insurance so that You can select the one that best suits Your particular needs.*

*You only have this policy if the risk 'Personal accident and illness' is shown on the certification of insurance.*

*The General conditions on pages 11 and 12 and the General exclusions on pages 13 and 14 apply to this policy.*

*The General definitions on pages 15 - 18 apply to words used in this policy.*

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## The types of cover We offer

We have 4 different types of insurance cover.

You have insurance for:

- an Accident if 'Accident only' is shown on the Certificate of Insurance
- an Accident that happens during leisure hours only, if 'Accident during leisure hours only' is shown on the Certificate of Insurance
- an Accident and an illness if 'Accident and illness' is shown on the Certificate of Insurance
- an Accident during leisure hours only and an illness, if 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance.

The insurance You have taken out is shown on the Certificate of Insurance.

## What You are insured against

### Accident

If 'Accident' is shown on the Certificate of Insurance, this policy insures You against bodily injury, inability to work or death directly caused by an Accident that occurs during the Period of Insurance.

This policy only insures You if the Accident:

- causes bodily injury, inability to work or death solely and independently of any other cause; and
- is caused by violent external and visible means.

If 'Accident during leisure hours only' or 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance, You are only insured if the Accident occurs during leisure hours.

### Illness

If 'Accident and illness' or 'Accident during leisure hours only and illness' is shown on the Certificate of Insurance, this policy also insures You against inability to work directly caused by illness.

This policy only covers You if:

- the illness causes inability to work solely and independently of any other cause; and
- the illness was contracted during the Period of Insurance but not within the first 28 days of the first Period of Insurance. There is no 28 day waiting period when You renew Your policy in a second or later year.

## What is not insured

This policy does not insure You against:

### 1 bodily injury, inability to work or death:

#### • which happens while You are:

- under the influence of alcohol or a drug
- taking part in a riot or civil commotion
- riding on a motorcycle or scooter unless You are engaging directly in farming activities or 'Motorcycling' is shown on the Certificate of Insurance
- engaging in a professional sporting activity
- training or playing amateur football or rugby
- engaging in waterskiing, polo, an underwater activity or snow or ice sport unless the relevant activity is shown on the Certificate of Insurance
- engaging in ski jumping, bungee jumping, racing (except on foot), hunting on horseback, rodeo, mountaineering, abseiling or caving
- travelling by air or engaging in an aerial activity unless travelling as a passenger in a licensed aircraft operated by a licensed pilot on a recognised airline over an established air route.

#### • which is attributable wholly or in part to:

- pregnancy or childbirth, even if the childbirth may have been accelerated or induced by an Accident or illness
- intentional or attempted self injury or suicide

- a sexually transmissible disease
- asbestos
- Avian Influenza ('bird flu'); Bovine Spongiform Encephalopathy or Creutzfeldt-Jakob Disease ('mad cow disease'); Sudden Acute Respiratory Syndrome ('SARS'); or any strain or mutant variation of any of these
- a disease declared to be a 'quarantinable disease' under the *Quarantine Act 1908 (Cth)* and subsequent amendments or any 'listed human disease' under the *Biosecurity Act 2015 (Cth)* including any subsequent amendments or replacement thereof or any equivalent legislation.
- 2 **an illness directly or indirectly caused by or arising out of an Accident that We insured under Our personal accident and illness policy and which occurred before the commencement of the Period of Insurance.**
- 3 **any actual or alleged bodily injury, illness, inability to work, death, damage, liability, claim, cost, expense or any other amount of whatsoever nature directly or indirectly caused by, arising from, contributed to be, resulting from, or otherwise in connection with:**
  - a Communicable Disease or fear or threat (whether actual or perceived) of a Communicable Disease provided the Communicable Disease is:
    - a 'listed human disease' under, or any disease in respect of which a 'biosecurity emergency' or 'human biosecurity emergency' is declared under, the *Biosecurity Act 2015 (Cth)* including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation; or
    - any disease determined by the World Health Organization to be a Public Health Emergency of International Concern (PHEIC).

## Additional benefits

### Accommodation

If We have paid or agreed to pay You benefits for any of items 2 to 26 inclusive in the tables on this page and on the next page and the accident or illness that gave rise to Your entitlement to benefits has resulted in You being admitted as an inpatient of a hospital more than 200 kilometres from the home in which You permanently reside, We pay up to \$2,000 towards the reasonable costs You incur to accommodate a member of Your Family in the vicinity of the hospital so that they can visit You.

### Modification to Your motor vehicle or home

If We have paid or agreed to pay You benefits for any of items 2 to

26 inclusive in the tables on this page and on the next page and the Accident or illness that gave rise to Your entitlement to benefits has resulted in You:

- being totally and permanently unable to engage in or attend to a profession, business or occupation; or
- suffering permanent and incurable quadriplegia, paraplegia or paralysis of all limbs,

We pay up to \$10,000 towards the reasonable costs You incur to modify the motor vehicle You usually drive or the home in which You permanently reside to accommodate Your physical condition resulting from the accident or illness. We only pay this benefit if We have approved the cost before You incur it.

## What We pay

We pay the compensation set out in the table below if You die or suffer a total loss of the effective use of any of the items 2 – 23. For items 1 – 24 (shown in the tables on this page and on the next page), the compensation is the percentage of the 'Capital sum insured' shown on the Certificate of Insurance and for items 25 – 27 (shown in the table on this page and on the next page), the percentage of the 'Weekly sum insured' shown on the Certificate of Insurance.

DEATH OR INJURY DIRECTLY CAUSED BY THE INSURED ACCIDENT			COMPENSATION % of capital benefit
death	1		100%
sight	2	loss of sight both eyes	100%
	3	loss of sight of one eye	50%
	4	loss of binocular vision	50%
hearing	5	loss of hearing in one ear	50%
	6	loss of hearing in both ears	75%
speech	7	loss of power of speech	75%
arm	8	loss of arm above elbow	90%
	9	loss of arm below elbow	80%
leg	10	loss of leg at or above knee	90%
	11	loss of leg below knee	80%
hand, thumb or finger	12	loss of both hands	100%
	13	loss of hand or thumb and 4 fingers	80%
	14	loss of thumb or forefinger	30%
	15	loss of any finger other than forefinger	20%
	16	loss of end joint (distal phalanx) of thumb or of any finger	15%
hand and foot	17	loss of a hand and a foot	100%
foot or toe	18	loss of both feet	100%
	19	loss of one foot	75%
	20	loss of big toe	25%
	21	loss of any toe other than big toe	10%
	22	loss of end joint (phalanx) of big toe	10%
	23	loss of end joint (phalanx) of any other toe	5%

*We pay compensation on items 2 – 23 only for total loss of effective use – not partial loss or impairment.*

INABILITY TO WORK DIRECTLY CAUSED BY AN INSURED ACCIDENT		COMPENSATION
24	<p><b>Permanent</b></p> <p>Total and permanent inability to engage in or attend to any profession, business or occupation - the benefit is not payable until after the inability has continued for a period of 12 consecutive calendar months.</p> <p>This item is in addition to any benefit payable under items 25, 26 or 27</p>	100% of capital sum insured
25	<p><b>Temporary</b></p> <p>Total inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 100% of weekly sum insured or Your Earnings
26	<p><b>Temporary</b></p> <p>Partial inability to engage in or attend to Your usual profession, business or occupation, occurring within 12 calendar months of the date of the Accident</p>	The lesser of 25% of weekly sum insured or Your Earnings
27	<p>Total inability to engage in or attend to Your usual profession, business or occupation for a period of not less than 7 consecutive days from the date on which medical attention is first sought for the illness</p>	The lesser of 100% of weekly sum insured or Your Earnings

## Limits on compensation

If more than one type of injury is caused by an Accident, We pay only for the one that gives the highest benefit.

Any benefit paid for items 1-23 is reduced by any benefit paid for items 25 or 26 (and vice versa) if the benefits are all payable as a result of the one Accident.

We do not pay more than the 'Capital sum insured' shown on the Certificate of Insurance for the total of all Accidents and illness occurring during the Period of Insurance.

The following applies in relation to payments under items 25, 26 and 27:

- We will not pay a benefit for more than one of items 25, 26 and 27 at the one time; and
- We do not pay a benefit for more than the number of weeks shown as the 'Compensation period' on the Certificate of Insurance; and
- All compensation will be paid fortnightly in arrears; and
- Compensation paid for a period of less than one week will be paid at a rate of 1/7th of the applicable percentage of the weekly sum insured for each day; and
- Compensation paid is limited to the lesser of Your Earnings or the 'Weekly sum insured' shown on the Certificate of Insurance shown on the Certificate of Insurance; and
- We do not pay a benefit if You have suffered no loss of Earnings; and

- If You receive or are entitled to receive Earnings from any other employment or occupation then any amount We have to pay of the 'Weekly sum insured' shown on the Certificate of Insurance will be reduced by the amount you receive from the weekly earnings from that other employment or occupation; and
- We do not pay a benefit when You are on unpaid leave or maternity leave; and
- Any payments will cease when the total inability or partial inability to attend to Your usual profession, business or occupation ceases; and
- Any payments will cease on the date You die; and
- Any payments will cease on the date You retire.

## Death benefit

If We pay compensation under item 1 in the table, We also pay Your Estate \$5,000 for funeral expenses.

## Special conditions

### Attending medical appointments

You must comply with any reasonable request We make for You to attend a medical examination with a medical practitioner of Our choice if You are claiming a benefit under this policy. We will pay for the cost of any medical examinations We arrange.

## Change of occupation

You must give Us written notice as soon as reasonably possible, if You change Your profession, business or occupation. We have the right to cancel or change the terms on which We are prepared to offer or continue cover.

## Compensation from other sources

If You or Your Estate have been paid or are entitled to be paid compensation for Your injury, inability to work or death by a Person legally liable to compensate You (other than under a personal accident, sickness, illness or life insurance policy You have taken out), the amount We have to pay under this policy is reduced by the amount of the other compensation. If You receive that compensation after We have paid You under this policy, You have to refund what We have paid You to the extent of the other compensation You receive.

## How to claim

You or anyone making a claim must give Us written notice, with full details of any injury, inability to work, death or disappearance, as soon as reasonably possible after it occurs.

## Medical advice

You must obtain and act on medical advice promptly if You are claiming benefits for a bodily injury or illness.

## No cover for initial period

When 'Exclusion of initial period' is shown on the certificate of insurance, We do not pay any compensation for items 25, 26 or 27 arising out of any injury or illness for this initial period.

## Special definitions of words used in this policy

The definitions below apply only to this policy and override all other definitions including the 'General definitions applying to words We use in this Plan'.

**Earnings** means:

- if You are self-employed, Your gross weekly income from personal exertion after deducting any expenses incurred in deriving that income, averaged out over a 12 month period prior to the date of the accident or illness
- if You are an employee, Your gross weekly pay inclusive of overtime payments, bonuses, commissions and allowances averaged over a 12 month period prior to the date of the accident or illness (in relation to which We have agreed to pay a claim under the Personal accident and illness policy) or, if You have been employed for a period of less than 12 months, averaged for the period You have been continuously employed up to the 'Weekly sum insured' shown on the Certificate of Insurance.

**Earnings** does not mean:

- income earned by You as a result of personal exertion or labour of other Persons unless We agree in writing
- income You earn as a result of any employment or services provided on a seasonal or temporary basis.



## Contact Us

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