



> Small Farm

Product Disclosure Statement

RASF0520

> Thankyou

For choosing to insure Your small farm with Rural Affinity What We would like You to do

- 1. Please take the time to read Your PDS and Schedule, making sure that all details are correct.
- 2. Keep Your PDS and Schedule in a safe place so that You can refer to them easily.
- 3. If You have any questions about Your insurance cover, You should contact Your insurance adviser.
- 4. When contacting Rural Affinity, please quote the policy number which is printed on Your Schedule.

Effective May 2020

Rural Affinity Insurance Agency Pty Ltd ABN 72 119 838 854 AFS Licence No. 302182

This insurance is issued by Great Lakes Insurance SE trading as Great Lakes Australia
(ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603)

> Important information

The purpose of this Product Disclosure Statement (PDS)

The purpose of this PDS is to help You understand the product and provide You with sufficient information to enable You to compare and make an informed decision about whether to buy this insurance.

You should read this entire PDS carefully to ensure that this insurance provides the cover You need. You should keep a copy of this PDS and Your Schedule in a safe place so You can refer to them easily, such as at the time of a claim.

Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd ("Rural Affinity") ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. Rural Affinity arranges policies for and on behalf the Insurer. Rural Affinity acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. In everything to do with this Policy, Rural Affinity acts as an agent for the Insurer and not for You.

The contact details for Rural Affinity are: Level 4, 657 Pacific Highway, St Leonards NSW 2065 PO Box 160, St Leonards NSW 1590 T (02) 9496 9300 | www.ruralaffinity.com.au

Who is the Insurer?

This insurance policy is underwritten and issued by Great Lakes Australia Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as 'Great Lakes Australia'. More information regarding the insurer can be found on our website at www.ruralaffinity.com.au/about-the-insurer.

Change to the policy wording

From time to time and where permitted by law, We may change parts of the policy wording. We will only do so if, from the view of a person deciding whether to buy this insurance, the changes are not materially adverse to You.

If We make such changes We may either:

- communicate the changes to You at the earliest opportunity; or
- issue an update on the Rural Affinity's website.

You can also contact Rural Affinity to find out what changes might have occurred and/or to obtain a paper copy of such notices on request.

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> General information

Our agreement

When You purchase insurance, You enter into a legal contract in which You commit to meet certain obligations and conditions. We use the information You give Us to decide whether to offer insurance and the premium and terms that may apply.

When You have paid (or agreed to pay) the premium to Us, We will give You the cover described in this PDS (where selected and shown on the Schedule). Our contract ("policy") consists of:

- 1. this farm pack PDS You are reading now; and
- 2. the Schedule.

Your duty of disclosure

Your duty of disclosure

This policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). You need to tell Us immediately of any new information or changes to the answers that have been provided to Us and/or the disclosures You have made to Us throughout the Policy Period.

What You do not need to tell Us

You do not need to tell Us about any matter:

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

Who does the duty apply to?

Everyone who is insured under this policy must comply with the duty.

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

If You or they do not comply with this duty, We may cancel the policy or reduce the amount We pay if You make a claim. If the non-disclosure is fraudulent, We may treat the policy as if it never existed and pay nothing.

> General information (continued)

Words with special meanings

In this PDS and Your Schedule there are words which have special meanings. These words appear with a capital first letter. The meaning of these words is shown in the definitions section on page 7 or in the Insured Events section on pages 10-12.

Available covers

Under this policy, You can apply for the following cover. Only cover where a Sum Insured is shown on the Schedule will apply. This table is intended as a summary only. For full details of the relevant features, benefits, exclusions, limits, terms and conditions, You must refer to the full policy wording beginning on page 7 of this PDS.

COVER	SUMMARY OF COVER	REFER
1. Farm Assets	This section covers physical loss, damage or destruction to Domestic Buildings, Domestic Outbuildings, Other Structures and Contents.	Page 15
2. Liability	This section covers You and Your Family's legal liability to pay compensation to others for Personal Injury and/or Property Damage arising out of an Occurrence.	Page 24
3. Farm Motor	This section covers Your Vehicles and liability arising from the use of Your Vehicles. It is separated into two parts: Part 1 covers physical loss or damage to Your Vehicles. The cover is for either: 1. accidental loss or damage; 2. Defined events; or 3. Fire and Theft. Part 2 covers legal liability arising from the use of Your Vehicle.	Page 28

Key factors influencing the cost of this insurance

The cost of this policy, including Government levies and charges (GST, stamp duty and the fire service levy), will be shown on Your Schedule.

The key factors that influence the premium calculations for the various coverage sections are reflected in the questions asked, and information sought, at the time of Your enquiry or application for this insurance.

For Farm Assets, these factors include the Sum Insured, location, construction, condition and age of the property as well as the Excess selected.

For Farm Motor cover, these factors include the make, model and year of the Vehicle being insured as well as its intended use and most common storage location.

For all covers We will also take into account Your previous insurance and claims history.

General information (continued)

Significant risks

This product may not meet Your expectations

This product may not match Your expectations (for example, because an exclusion applies). You should read this entire PDS carefully to ensure that it provides the cover You require. Please ask Your insurance adviser if You are unsure about any aspect of this product.

Policy limits

Limits apply to some covers under this farm pack. You should read Your policy carefully to ensure that You are aware of what limits may be applicable to You in the event of a claim, inclusive of GST.

Excess amount

Your policy does not cover any Excess amount. If You make a claim under Your policy, You will be required to pay the Excess shown on Your Schedule.

Additional Excesses may apply for specific covers. These are detailed in each coverage section.

The amount of the Excess You pay depends upon:

- the standard or basic Excess amount;
- 2. any applicable voluntary Excess; and
- 3. any additional Excess that may apply.

Any additional or voluntary Excess is in addition to the standard or basic Excess.

Failure to disclose

There are consequences for failure to comply with Your duty of disclosure. Please read the "Your duty of disclosure" section on page 7 for full details.

Failure to pay premium

If You do not pay Us the premium due for Your policy within 60 days of acceptance of Your proposal or any subsequent renewal, We may cancel the policy by giving You notice in writing of the cancellation.

A claim may be refused

We may refuse to pay or reduce the amount We pay under a claim if You do not comply with the policy conditions, if You do not comply with Your duty of disclosure, or if You make a fraudulent claim.

General information (continued)

Privacy

We are committed to the safe and careful use of Your personal information in the manner required by the Privacy Act 1988 (Cth), the Australian Privacy Principles and the terms of this Policy. In this privacy section, "We", "Us" and "Our" means the insurer and Rural Affinity as applicable.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to insurers, reinsurers and service providers and related entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these insurers, reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us with Your personal information. You consent to the disclosure of Your personal information to insurers. reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage. We may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our privacy policies explain how You may access personal information, how to seek correction of Your personal information, how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access Rural Affinity's Privacy Policy at www.ruralaffinity.com.au/privacy and the insurer's Privacy Policy and Privacy Statement at www.munichre.com/gla/en/about-us.html.

General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice ('the Code'). The Code aims to raise standards of service between insurers and their customers. Rural Affinity's service standards are in accordance with the Code.

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

The fresh approach to rural insurance

General information (continued)

Dispute resolution

Any complaints about Our products or services are taken seriously by Us and Rural Affinity and will be dealt with fairly and promptly.

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

You can contact Rural Affinity by:

Phone: (02) 9496 9300 Fax: (02) 9496 9308

Email: disputes@ruralaffinity.com.au

Mail: Internal Disputes Resolution Officer, Rural Affinity

PO Box 160. St Leonards NSW 1590

If Rural Affinity require additional information, they will contact You to discuss. If Your complaint is not immediately resolved Rural Affinity will respond within 15 business days of receipt of Your complaint or agree a reasonable alternative timetable with You.

If You are not satisfied with the resolution offered by Rural Affinity's Internal Dispute Resolution Officer, Your complaint will be referred to the Dispute Resolution officer or their delegate at Great Lakes Australia.

You can also contact Great Lakes Australia by:

Email: disputes@gla.com.au

Mail: Disputes Resolution Officer, Great Lakes Australia

PO Box H35. Australia Square NSW 1215

If We are unable to resolve Your complaint within 45 days of the date We first received Your complaint or if You remain unsatisfied, You can/may be able to seek a free review by the Australian Financial Complaints Authority (AFCA). The AFCA is an independent national body and, if the dispute is within its jurisdiction, We agree to accept its decision.

You can visit their website www.afca.org.au or contact them:

Phone: 1800 931 678 Email: info@afca.org.au

Mail: GPO Box 3, Melbourne, VIC, 3001

Further details regarding Our complaints process are available on request.

Financial Claims Scheme

In the event of the insolvency of GLA, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Cooling off period

If You are not completely satisfied with Your insurance, please contact Rural Affinity to discuss Your concerns.

If You decide not to proceed with Your insurance, You may cancel the policy within 21 days. Providing You haven't made a claim under the policy, We will cancel the policy from the beginning and refund all premium You have paid to Us for the policy.

General information (continued)

Cancellation

By You

After the cooling off period, You may cancel the policy or any one or all of the covers by writing to Us. We will refund the premium You have paid Us for the time remaining on the policy, less any non refundable government charges.

By Us

We can cancel the policy subject to the Insurance Contracts Act 1984 (Cth) if You do any of the following:

- 1. make a misleading statement to Us when You apply for Your insurance;
- 2. fail to tell Us anything You should tell Us when You apply for, change or renew Your policy;
- 3. fail to comply with the conditions of this policy:
- 4. fail to pay the premium for this insurance;
- 5. are not fair and open in Your dealings with Us: or
- 6. make a claim during the Period of Cover which is not true. The claim does not have to be under this policy and can be with Us or another insurance company.

If We cancel the policy We will advise You in writing.

GST input credits

Where We make a payment under this policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or would be entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to the acquisition, whether or not the acquisition is actually made.

Where We make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supplies. We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

Jurisdiction

Should any dispute arise in relation to Your policy, it will be dealt with in the Australian state or territory where You purchased the product and in accordance with the laws of that Australian state or territory.

Inspections

We (or Our agents) have the right to inspect and examine, by mutual appointment, any insured property.

Care and protection

Reasonable care must be taken to prevent injury, loss, damage or destruction at all times.

You must maintain the insured property in proper condition and act according to all statutory obligations and regulations.

Joint insurance

A claim made by any one of the people or entities named as the insured on Your Schedule is a claim made by all of them.

Any statement, act or omission made by a person or entity named as the insured on Your Schedule is assumed to be made by all of them.

> Policy Wording - Common Section

Definitions

In this PDS and Your Schedule there are words which have a special meaning. These words appear with a capital first letter.

Air Vessel

Means any vessel, hovercraft, craft or thing designed to transport people or property in or through air or space.

Contents

Refer to the definition on page 16.

Domestic Buildings

Refer to the definition on page 15.

Domestic Outbuildings

Refer to the definition on page 15.

Excess

Means the amount which You must contribute towards a claim for each separate Occurrence.

If there is more than one Excess for any claim or series of claims resulting from the one Occurrence, the Excesses will not be added together. Only the highest single Excess will apply under each cover. Under the Farm Motor cover, the Excess for a Vehicle is the basic Excess plus any additional Excesses which are applicable.

Family

Means Your spouse (legal or de facto), You and Your spouse's parents and unmarried children who normally live at the Situation.

Flood

Means the covering of normally dry land by water that has escaped or been released from the normal confines of:

- 1. any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- 2. any reservoir, canal or dam.

Insured Event

Means an insured event as defined on pages 10-12 of this PDS.

Internet Operations

Means the:

- 1. transfer of computer data or programs by use of electronic mail systems by You or Your employees;
- 2. accessing the internet or intranet;
- 3. the operation and maintenance of Your website.

Occurrence (Occurred/s)

Means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage which You neither expect nor intend to happen and which commences during the Period of Cover.

Other Structures

Refer to the definition on page 16.

Period of Cover

Means the time You are insured under the policy. The time starts at 9am on the "From" date and ends at 4pm on the "To" date shown on the Schedule.

Personal Injury

Means:

- 1. bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury;
- 2. false arrest, wrongful detention, false imprisonment or malicious prosecution;
- 3. wrongful entry or eviction or other invasion of privacy;
- 4. defamation: or
- 5. assault and battery which is not committed by You or at Your direction unless it Occurs to prevent or eliminate danger to any person or property.

Products

Means anything, including any packaging or container (after it ceases to be in Your possession or control), manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You.

Property Damage

Means:

- 1. physical damage to or destruction of tangible property including its loss of use following the damage or destruction; or
- 2. loss of use of tangible property which has not been physically damaged or destroyed.

Schedule

Means the most current Schedule issued by Us which contains the details of the insurance contract specific to You.

Situation

Means the location listed on the Schedule

Sum Insured

Means the total amount of insurance You have selected for a cover as shown on Your Schedule or in this PDS, not including GST. Where applicable, GST will be paid in addition to the Sum Insured.

Terrorism

Means an act, including but not limited to the use of force, violence or the threat thereof, by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Means being transported in or on a Vehicle or train from one place to another and includes loading and unloading of the Vehicle or train.

Terrorism

Means an act, including but not limited to the use of force, violence or the threat thereof, by any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Transit

Means being transported in or on a Vehicle or train from one place to another and includes loading and unloading of the Vehicle or train.

Vehicle

Means any type of machine on wheels or on self laid tracks made or intended to be propelled other than by manual or animal power. The Vehicle includes:

- 1. standard tools and the manufacturer's fitted equipment;
- 2. fitted equipment costing not more than \$1,000 per item when new, including equipment belonging to Your employees; and
- 3. any additional fitted equipment shown on Your Schedule.

The Vehicle does not include any mobile phone or electronic device which can be removed and operated away from Your Vehicle.

You/Your/Yourself

Means the person(s) or entity named on the Schedule as the insured. The following people are also insured, providing they normally live at the Situation:

- 1. the person's spouse (legal or de facto);
- 2. the person's unmarried children:
- 3. the person's spouse's (legal or de facto) unmarried children;
- 4. the person's parents; and
- 5. the person's spouse's (legal or de facto) parents.

We/Us/Our

Means Rural Affinity acting under a binding authority given to it by the Insurer.

Cover specific definitions

In addition, further definitions specific to particular covers are included within each cover.

The following Insured Event definitions also apply throughout this PDS.

Insured Events

Under the various covers in this farm pack insurance, cover is provided for physical loss, damage or destruction caused by an Insured Event. Each coverage section shows which Insured Events are covered.

The following table shows what is covered and not covered under each of the Insured Events.

INSURED EVENT	WHAT IS COVERED	WHAT IS NOT COVERED
Aircraft	Covers damage to the insured property caused by any Air Vessel, other aerial devices or articles dropped from them.	Damage caused by chemicals which are dropped from an Air Vessel or other aerial device.
Collision or Overturning	Covers 1. collision or overturning of the carrying Vehicle; or 2. collision of the property insured (while on the carrying Vehicle) with any object not on or part of the carrying Vehicle.	Loss or damage which is directly or indirectly caused by the carrying Vehicle being: 1. used to carry a load greater than for what it was designed; 2. driven in an unsafe or unroadworthy condition; 3. driven for any unlawful purpose; 4. driven by a person who is unlicensed or inadequately licensed; 5. driven by a person who is unfit due to the influence of alcohol or any drug; 6. driven by a person with an illegal amount of alcohol or any drug in their blood; or 7. driven by a person who refuses to be legally tested for alcohol or any drug.
Earthquake	Covers damage to the insured property caused by: 1. earthquake; 2. subterranean fire; 3. volcanic eruption; or 4. fire which happens as a result of an earthquake, subterranean fire or volcanic eruption. All earthquake damage occurring within a 72 hour period will be regarded as one Occurrence.	Damage caused by or resulting from a tsunami or tidal wave.

Insured Events (continued)

INSURED EVENT	WHAT IS COVERED	WHAT IS NOT COVERED
Explosion	Covers damage to the insured property caused by explosion.	Damage caused by the explosion of: 1. boilers and their contents (this does not apply to boilers which are used for domestic purposes); 2. economisers and their contents; or 3. vessels under pressure and their contents.
Fire/ lightning	Covers damage to the insured property caused by: 1. fire; or 2. lightning or thunder.	Damage to: 1. property which was the result of any process involving the application of heat; or 2. any electrical appliance or device (including wiring) caused by artificially generated electric current. If it results in a fire, We will only cover the damage which was caused directly by the fire.
Impact	Covers impact damage to the insured property caused by: 1. Vehicles at the Situation; 2. animals; 3. aerials, masts or satellite dishes; or 4. falling trees or branches, including the reasonable cost to remove and dispose of the tree or branch which caused the damage.	Damage or destruction caused by the felling or lopping of trees either by You or by someone with Your permission. Death or injury to livestock caused by livestock or other animals. Damage caused by animals (e.g. scratching, fouling, pecking or gnawing).
Leakage of liquids	Covers damage to the insured property caused by the discharge or leakage of water or liquids from any: 1. pipe; 2. tank; 3. storage system installed in or on a building or any adjoining building; or 4. water mains outside the building. In the event of a claim, We will also pay the reasonable cost of locating the source of the escaping liquid if it is not known.	The cost to repair or replace the defective part(s) of any tank, pipe or storage system which caused the damage.
Malicious Act(s)	Covers malicious damage to the insured property.	Damage caused by Your Family, employees, tenants or their invitees.

Insured Events (continued)

INSURED EVENT	WHAT IS COVERED	WHAT IS NOT COVERED
Theft	Theft resulting in the physical loss of insured property by a person acting without Your permission or consent.	Loss that is in any way contributed to by dishonest acts by You, Your directors, partners, employees or any member of Your Family.
Wind and water	Covers damage to the insured property caused by: 1. Wind; 2. water; 3. snow; 4. sleet; or 5. hail.	Damage caused directly or indirectly to: 1. gates, fences, retaining walls, textile awnings, including shade cloth, hail net or blinds; 2. buildings (or their contents) which are under construction or re-construction unless they are enclosed and under a roof with all outside doors and windows permanently in place; or 3. contents while not contained in a building. Damage caused directly or indirectly by: 1. Flood; 2. water entering into premises as a result of structural defects, faulty design or faulty workmanship; 3. water percolating from outside the premises; 4. steam, condensation or oxidisation; 5. erosion, subsidence, landslide, mudslide or any other earth movement unless the loss, damage or destruction happens within 72 hours of an Occurrence; or 6. storm surge (the rise and fall of the sea over a short period of time due to a cyclone).

General exclusions

This policy does not cover any loss, damage, destruction or liability caused by, or arising directly or indirectly from:

- 1. any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillaging following any of these or the expropriation of property;
- 2. any act of Terrorism, including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism and including any costs or expenses arising directly or indirectly from any act
- 3. any consequence of ionizing radiation or radioactive contaminations from any nuclear fuel or waste which results from the burning or fission of nuclear fuel. The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it. Nuclear weapons material, nuclear pollution or contamination. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter:
- 4. Personal Injury or Property Damage arising directly or indirectly out of Your Internet Operations;
- 5. Insured Events which Occurred before the contract was entered into:
- 6. a deliberate act carried out by You or by any person acting with Your permission, except when it is to avoid or reduce loss, damage or destruction that would otherwise happen;
- 7. lawful seizure, confiscation or requisition by an order of any government, public or local authority. However, We will pay for damage that Occurs as a result of the order if it prevents or attempts to prevent a loss that would be covered under this policy:
- 8. claims for losses for which insurance is prohibited by law; or
- 9. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Sanctions Limitation and Exclusion Clause

We will not pay any claim or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In addition, further exclusions specific to particular covers are included within each coverage section.

General claim conditions

The following claim conditions apply to all covers in this policy. If You do not follow these conditions, We may reduce any claim by an amount that fairly represents the extent to which Our interests have been disadvantaged.

In the event of a claim

As soon as You become aware of any loss, damage, destruction or liability that may result in a claim under this policy:

You must:

- 1. contact Us as soon as possible, telling Us the time and nature of the loss, damage, destruction or liability;
- 2. complete a claim notification form and give it to Us promptly;
- 3. give Us and Our agents free access to examine and assess any loss, damage, destruction or liability;
- 4. keep any property which has been damaged until We have had an opportunity to inspect it;
- 5. provide Us with any information We request (in Our absolute discretion) to support Your claim;
- 6. take all reasonable steps to reduce the loss, damage, destruction or liability;
- 7. give Us and Our representatives free access to assess any claim. At Our request, You must provide any information required to determine the size of the loss, damage or destruction;
- 8. report to the police if You suspect burglary, Theft, arson or Malicious Acts. You must do this as soon as reasonably possible;
- 9. try to get the details of any other person or property involved and details of any witness;
- 10. tell Us the identity of anyone who has an interest in the property; and
- 11. tell Us about any other insurance which covers part or all of the property.

You must not:

- 1. carry out any repairs (other than to reduce any loss) without Our permission;
- 2. admit responsibility for any loss, damage, destruction or liability;
- 3. make any false statements in connection with Your policy or any claim You make; or
- 4. do or say anything which may disadvantage Our ability to defend any claim made against You or recover from the person responsible.

After Your claim is accepted

If You have made a claim under any of the covers in Your policy, We have the sole right to act in Your name and on Your behalf to negotiate, defend or settle any claim. If We do this, it will be at Our expense.

You must provide Us with full co-operation to pursue these claims.

After Your claim is paid

After We have paid a claim under this policy, We have the right to take over any legal right of recovery which You have. If We do this, it will be for Our benefit and at Our expense (providing You have been fully reimbursed). You must not do anything that prevents Us from doing this and You must give Us any information or assistance We require.

At Our discretion, We have the right to any salvage. If We do not exercise Our right, We will not have any obligation to remove the salvage.

If You receive any payment from a third party in respect of the claim after We have paid a claim, You must reimburse Us for that payment. You must do this as soon as the payment is made.

Other insurance

If You make a claim under this policy which may be covered in whole or in part by any other insurance, You must provide Us with full details of the other insurance at the time of making a claim.

> 1 Farm Assets

The cover

This policy covers Domestic Buildings, Domestic Outbuildings, Other Structures and Contents which are listed on the Schedule against physical loss, damage or destruction which Occurs at the Situation.

This policy also covers Livestock which are listed on the Schedule against death caused by Aircraft, Earthquake, Fire/lightning, Impact, Malicious Act(s) or Collision and Overturning during the Period of Cover.

All claims will be settled in accordance with the basis of settlement.

The insured property must belong to You or be in Your physical and legal control.

What are Domestic Buildings?

Domestic Building(s) means building(s) used for domestic purposes which are shown on the Schedule including:

- 1. garden sheds located within 100 meters of the domestic building with a value of less than \$10,000 when new;
- 2. all fixtures permanently attached to the domestic building including garages, carports, water tanks and underground services;
- 3. swimming pools, saunas and spas that are permanently installed; and
- 4. tennis courts, sealed driveways or paths (eg. concrete, paved or bitumen), retaining walls, gates and up to 500 metres of fencing in the immediate vicinity of Your domestic building.

Domestic Buildings does not include:

- 1. carpets, internal blinds or curtains;
- 2. trees, hedges, shrubs, plants, lawns or earth (note: limited cover is provided under the additional benefit for Trees and plants):
- 3. gravel, earth or non-sealed driveways or paths;
- 4. a temporary or mobile structure (unless specifically noted);
- 5. a caravan;
- 6. any Vehicle, watercraft or Air Vessel;
- 7. Domestic Outbuildings or Other Structures; or
- 8. a private wharf, letty or pontoon (unless specifically noted).

What are Domestic Outbuildings?

Domestic Outbuildings means any shed, stable or building listed on the Schedule, including:

- 1. attached stock yards, water tanks, grain or feed silos and fixed elevators that form part of the shed or building;
- 2. other fixed plant or equipment forming part of the shed or building, including foundations;
- 3. other pipeline services which are designed to operate in conjunction with the insured shed or building(s) and for no other purpose; and
- 4. landlord's fixtures and fittings.

What are Other Structures?

Other Structures means free standing structures listed on the Schedule which are designed to operate in the open air and which are not insured as Domestic Buildings or Domestic Outbuildings. Other Structures include:

- stock vards:
- 2. fencing Internal and boundary fencing, gates and electric fencing (including transformers and energisers);
- 3. free standing grain or feed silos;
- 4. windmills:
- 5. water tanks: and
- 6. power/telephone lines and poles.

What are Contents?

Contents means contents listed on the Schedule including:

- 1. furniture and furnishings;
- 2. home and garden appliances;
- 3. personal effects and clothing:
- 4. all carpets and loose floor coverings:
- 5. internal blinds and curtains:
- 6. sporting equipment;
- 7. unregistered motor cycles with an engine capacity up to 250cc;
- 8. ride on mowers valued at less than \$5,000 when new;
- 9. swimming pools or spas, both designed for above ground use and not where they are a permanent structural improvement:
- 10. tools and farming equipment; and
- 11. stored hay, grain or silage.

Contents does not include:

- 1. birds, animals and fish;
- 2. unharvested crops, vegetation, trees, hedges, shrubs and plants;
- 3. stock or plant used for business purposes other than incidental farming activities;
- 4. semen or embryos;
- 5. Vehicles:
- 6. self-propelled machinery or towed implements (other than ride on mowers worth less than \$5,000 when new and unregistered motor cycles with an engine capacity of less than 250cc), caravans, trailers, Air Vessels, aerial devices and spare parts, accessories or equipment belonging to them (note: limited cover is provided under the additional benefit for Vehicle accessories);
- 7 watercraft valued at more than \$10,000 when purchased or that are more than four metres in length; or
- 8. jet skis or other watercraft that require registration under state or territory legislation.

We will not pay more than \$20,000 for any item, pair, set, collection or system unless the item is listed separately on Your Schedule. For some items, lower limits apply. These are shown below:

- 1. \$1,500 in total per event for money, bullion or negotiable securities of any kind;
- 2. \$5,000 per item or collection for sporting equipment, bicycles, surf boards, racquets, gym equipment, golf clubs, scuba equipment and the like:
- 3. \$5,000 per item or \$20,000 per event for tools or farming equipment:
- 4. \$10,000 for hay, silage and harvested grain;
- 5. \$10,000 per item or collection and \$20,000 per event for jewellery, art, watches, gold, silver or other precious metals or stones, stamp, coin, note or medal collections or firearms; or
- 6. \$5,000 for loss or damage to items by Wind and water, Theft or Malicious Act(s) which Occurs while the item is not contained in a building which is fully enclosed by walls and a roof.

What are Livestock?

Livestock means animals belonging to You as described by species, gender and type on the Schedule.

Additional benefits when Domestic Buildings or Domestic Outbuildings are insured

Alternative accommodation

If We accept a claim for Your Domestic Building and We agree that You cannot safely reside in the Domestic Building,

- 1. the reasonable cost to remove and store Your Contents while Your Domestic Building is being repaired or rebuilt: and
- 2. the cost of similar alternative accommodation for You and Your Family if You were residing in the Domestic Building prior to the damage.

We will pay this for up to 12 months, or until the Domestic Building which was damaged or destroyed has been repaired or rebuilt, whichever happens first.

All payments under this additional benefit are in addition to the Sum Insured for the Domestic Building. The most We will pay under this additional benefit is \$20,000 or 20% of the Domestic Building Sum Insured, whichever is the lesser.

Denial of access

If a Domestic Building which is Your current residence can not be lived in because a government authority denies You access. We will pay the additional reasonable cost of similar alternative accommodation for a period of up to 60 days.

We will not cover denial of access due to the cancellation of a lease or agreement.

Electric motor burn out - Domestic Buildings and Domestic Outbuildings

We will pay the cost of repairing or replacing any domestic electric motor that forms part of Your Domestic Building or Domestic Outbuildings and has fused due to the actual burning out of the wiring of the motor by an electric current. We do not cover:

- 1. motors that are more than 15 years old based on the date of manufacture;
- 2. any motor under any form of warranty, guarantee or maintenance, service or leasing agreement; or
- 3. fuses, switches, electrical contacts or protective devices.

All payments under this additional benefit are in addition to the Sum Insured for the Domestic Building or Domestic Outbuildings. You must pay the Excess shown on the Schedule for this section.

Fire fighting costs

If a Fire Occurs at the Situation or in circumstances where insured property is threatened or at risk, We will pay:

- 1. the cost to refill water tanks if the water has been used to protect insured property against Fire; and
- 2. the cost of refilling firefighting appliances where costs are not recoverable.

This cover is in addition to the Sum Insured and is limited to \$5,000 for any one Occurrence, or the amount specified on the Schedule

Mortgage discharge

We will pay Your reasonable legal costs to discharge Your mortgage if Your claim is for a total loss of Your Domestic Building or Domestic Outbuilding.

We will pay this in addition to Your Sum Insured.

Professional fees

Where We agree to pay a claim under this cover We will also pay the fees of architects, surveyors and engineers if they are reasonably incurred during the repair or reinstatement of the insured Domestic Building or Domestic Outbuilding.

This cover is in addition to the Sum Insured and is limited to 10% of the Sum Insured for the Domestic Building or Domestic Outbuilding which is damaged or destroyed.

Removal of debris

Where We agree to pay a claim under this policy. We will also pay the reasonable cost to remove and dispose of debris.

This cover is in addition to the Sum Insured and is limited to 20% of the Sum Insured for the insured property which is damaged or destroyed.

Replacement of keys and locks

If a key to an external door or window of Your Domestic Building or Domestic Outbuilding is stolen from the Situation, We will pay the reasonable and necessary cost to replace the lock, key or cylinder with keys and locks of a similar make or model

This cover is in addition to the Sum Insured.

Statutory costs

Where We have paid a claim under this cover We will also pay the costs necessary to meet the requirements of any statutory authority for the rebuilding or repair of the Domestic Building or Domestic Outbuilding.

We will not pay for any costs which resulted from any notice which a statutory authority served on You before the loss, damage or destruction Occurred.

This cover is in addition to the Sum Insured and is limited to \$10,000 during any one Period of Cover.

Trees and plants

We will pay the cost to replace any domestic trees or plants that are:

- 1. burnt;
- 2. stolen:
- 3. maliciously damaged; or
- 4. damaged by a Vehicle not driven by You.

We will not cover loss or damage to a lawn or any trees or plants grown for commercial purposes.

The most We will pay under this additional benefit is \$5,000 or the amount specified on Your Schedule, during any one Period of Cover.

Additional benefits when Contents are insured

Children attending boarding school or university

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

Cover is only provided:

- 1. for loss or damage that occurs at the child's place of residence or at the educational institution; and
- 2. if the child is under 25 years of age.

The most We will pay for this additional benefit is \$5,000 per item or \$20,000 per Occurrence, provided the Sum Insured for Your Contents is not otherwise exhausted. The additional benefit amount is included in, not in addition to. the Sum Insured

Contents away from the Situation

We will pay for loss, damage or destruction to Your Contents while they are away from the Situation (including while in Transit) but within Australia or New Zealand.

No cover is provided for:

- 1. items which have been away from the Situation for more than 90 consecutive days, except for sporting equipment stored at a sporting club or items stored in a bank safe deposit box;
- 2. items which have been removed permanently from the Situation;
- 3. money, bullion or negotiable securities of any kind;
- 4. motorcycles;
- 5. accessories or spare parts for motor vehicles, motorcycles, caravans, trailers, watercraft or motorised
- 6. ride on mowers valued at more than \$5,000 when new;
- 7. surfboards, surf skis, canoes or other watercraft unless at the time of the loss the item was in a locked building or Vehicle; or
- 8. sporting equipment while in use.

The most We will pay for this additional benefit is \$10,000 per item or \$20,000 per event, provided the Sum Insured for Your Contents is not otherwise exhausted. For items which are not contained In a building which Is fully enclosed by walls and a roof, We will not pay more than \$5,000 for loss or damage caused by Wind and water, Theft or Malicious Act(s).

The additional benefit amount is included in, not in addition to, the Sum Insured. Where an item is insured as specified valuables on Your Schedule, the most We will pay for that item is the Sum Insured for that item shown on Your Schedule

Credit cards

If Your credit or debit card is lost or stolen and used fraudulently by an unauthorised person who is not part of Your Family, We will compensate You for unauthorised charges.

However, We will only pay Your claim if:

- 1. You have advised the card organisation within 24 hours of the loss;
- 2. You have not been in breach of the terms and conditions of the card organisation; and
- 3. Your loss cannot be recovered from any other source.

All payments under this additional benefit are in addition to the Sum Insured for the Contents. The most We will pay for this additional benefit is \$5,000 during any one Period of Cover.

Flectric motor burn out - Contents

We will pay the cost of repairing or replacing any domestic electric motor that forms part of Your Contents and has fused due to the actual burning out of the wiring of the motor by an electric current. We will not cover:

- 1. motors that are more than 15 years old based on the date of manufacture;
- 2. any motor under any form of warranty, guarantee or maintenance, service or leasing agreement; or
- 3. fuses, switches, electrical contacts or protective devices.

All payments under this additional benefit are in addition to the Sum Insured for Contents.

You must pay the Excess shown on the Schedule for this section.

Other people's property

If guests or visitors to the Situation bring their Contents with them, We will consider those Contents as belonging to You.

No cover is provided for money, bullion or negotiable securities.

The most We will pay for this additional benefit is \$5,000, provided the Sum Insured for Your Contents is not otherwise exhausted. The additional benefit amount is included in, not in addition to, the Sum Insured. We will not pay if these items are insured under another insurance policy.

Spoilage of frozen food

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

- 1. motor burn out of the refrigerator or freezer; or
- 2. failure of the power supply to the Domestic Building.

We will not pay for loss or damage to food contained in a refrigerator or freezer if:

- 1. the failure was due to a deliberate act of any public electricity authority; or
- 2. if the refrigerator or freezer was more than 15 years old, based on the date of manufacture.

Vehicle accessories

We will pay for loss, damage or destruction to accessories and spare parts for Vehicles which are stored at the Situation.

No cover is provided if the accessories or spare parts are in or on a Vehicle.

The most We will pay for this additional benefit is \$2,000 during any one Period of Cover, provided the Sum Insured for Your Contents is not otherwise exhausted. The additional benefit amount is included in, not in addition to, the Sum Insured.

Optional benefit when Domestic Buildings and Contents are insured - Flood

This optional benefit only applies if Your Schedule shows that cover is provided for Flood.

The cover - Flood

This optional benefit covers Your Domestic Buildings and Contents against loss, damage or destruction caused by Flood which Occurs during the Period of Cover.

The most We will pay under this optional benefit is \$20,000 during any one Period of Cover, provided the Sum Insured for Your Domestic Buildings and Contents is not otherwise exhausted. This optional benefit amount is not in addition to the Sum Insured.

Exclusions

The Farm Assets cover does not cover any loss, damage or destruction caused by:

- 1. consequential loss of any kind:
- 2. Flood unless Your Schedule shows that cover for Flood has been selected by You:
- 3. normal or lack of maintenance, wear and tear, fading, scratching or denting, gradual deterioration, rust, or corrosion:
- 4. normal settling, seepage, shrinkage or expansion of building walls, pavements etc.;
- 5. structural defects, faulty workmanship or materials;
- 6. exposure to light or darkness;
- 7. mildew, mould, condensation, wet or dry rot or dampness of atmosphere;
- 8. error or omission in design, faulty workmanship, materials or design, inherent defects;
- 9. vermin, birds or insects;
- 10. domestic animals owned by You or for which You are legally responsible;
- 11. mechanical or electrical breakdown other than the additional benefits for electric motor burn out;
- 12. electrical power fluctuations unless the fluctuation is caused by lightning where lightning can clearly be seen as the cause of the damage and You can provide evidence of this;
- 13. cleaning, dyeing, repairing or restoring;
- 14. Theft, vandalism or Malicious Acts by any person residing at the Situation, (including Your Family, tenants and employees) or people they invite to the Situation;
- 15. unexplained inventory shortages or disappearances;
- 16. tree lopping or felling by You or by anybody else acting with Your permission;
- 17. tsunami, tidal wave or storm surge;
- 18. death or injury to livestock caused by animals;
- 19. loss of nutritional value of hay, grain or silage; r
- 20. water damage where water has entered Your Domestic Building through an opening created for alterations, renovations or repairs: or
- 21. latent defect or inherent vice.

You are not covered for loss, damage or destruction to:

- 1. Domestic Buildings or Contents contained in a Domestic Building where the Domestic Building has not been resided in overnight for a period of 90 consecutive days (unless Your Schedule notes that the Domestic Building is unoccupied);
- 2. items which are used by You for any business, trade, occupation or for earning any income while away from the Situation; or
- 3. sport or recreation equipment while being used for the purpose that it was intended.

For Contents in Transit, We will not cover You for any loss or damage which is directly or indirectly caused by the conveying Vehicle being:

- 1. used to carry a load greater than for which it was designed;
- 2. driven In an unsafe or unroadworthy condition;
- 3. driven by a person who is unlicensed or Inadequately licensed;
- 4. driven by a person who is unfit due to the influence of alcohol or any drug;
- 5. driven by a person who refuses to be legally tested for alcohol or any drug.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

Basis of settlement

Domestic Buildings, Domestic Outbuildings and Other Structures

Your policy Schedule indicates whether cover is provided for:

- 1. indemnity; or
- 2. replacement.

Indemnity

If Your Schedule indicates that cover is for indemnity, We will, at Our discretion:

- 1. pay You the current market value of the insured property at the time of the loss, damage or destruction;
- 2. replace or repair the insured property subject to an allowance for fair wear, tear, depreciation and improvement: or
- 3. pay You the cost of the replacement or repair of the insured property subject to an allowance for fair wear, tear, depreciation and improvement.

Replacement

If Your Schedule indicates that cover is for replacement, We will, at Our discretion, rebuild or repair Your insured property as new, or pay You the cost to rebuild or repair.

If the original materials used to build Your insured property are not readily available, We will rebuild or repair the insured property using materials which We believe are similar in type and quality.

We will only pay to rebuild or repair that part of the Insured property which was actually damaged. We will not pay any additional costs to replace undamaged parts of the insured property to create a uniform appearance.

You must pay any Excess shown on the Schedule.

Contents

When We agree to pay a claim for Your Contents We will replace or repair Your Contents as new, or pay You the cost to replace or repair.

Where possible, We will match materials and items. However, where this is not possible, We will use materials or items which in Our opinion are as near as reasonably possible.

For hay, grain or silage, We will pay the market value of the hay, grain or silage which is lost or destroyed.

For mobile phones or computer equipment which are less than two years old. We will repair or pay the cost to repair or replace the item. For mobile phones or computer equipment which are more than two years old, We will repair or pay the depreciated value of the item, whichever is the lesser. The depreciated value will be determined by depreciating the purchase price of the item at a rate of 20% per annum from the date of purchase.

We will not pay:

- 1. for carpets or floor coverings, internal blinds, curtains and other Contents in any room in which the loss. damage or destruction did not happen; or
- 2. more than the value of a single article when the article is part of a set or pair.

You must pay any Excess shown on the Schedule or in this PDS.

Livestock

In the event of a claim for Livestock, We will pay You the market value of the livestock, but limited to the Sum Insured shown on Your Schedule for Livestock. We will not pay more than \$1,000 for any one animal or the amount shown on the Schedule for a specific animal.

You must provide Us with a veterinary certificate which provides satisfactory proof as to the cause of death, the identity of the animals and evidence to support the market value of the animals.

If Your insured Livestock are injured by an Insured Event, We will pay the reasonable cost of veterinary attention and supplies in order to prevent death, providing the cost of treatment is less than the market value of the animal.

We will also cover the cost of slaughter or destruction of insured Livestock for humane reasons from an injury caused by an Insured Event.

The most We will pay

For any one Occurrence, the most We will pay is the Sum Insured shown on the Schedule unless the cover states that the benefit is in addition to the Sum Insured.

> 2. Liability

The cover

We will cover You and Your Family's legal liability to pay compensation to others for Personal Injury and/or Property Damage arising out of an Occurrence.

Cover is provided while anywhere in the world. Cover away from Australia is limited to 90 consecutive days and starts from the time You leave Australia.

We have the right and duty to defend any claim against You seeking compensation for Personal Injury or Property Damage. We will do this even if the allegations of the claim are groundless, false or fraudulent and We may investigate and settle any claim or suit accordingly.

We are not obliged to pay any claim, judgment or defend any suit after We have discharged Our liability under this policy.

Defence costs

In the event of a claim and in addition to the Sum Insured. We will:

- 1. pay for all expenses incurred by Us;
- 2. pay all costs awarded against You in any suit defended by Us;
- 3. pay all interest on the entire amount of any judgment which happens after the entry of the judgment and before We have paid, tendered or deposited in Court the portion of the judgment which is not greater than the limit of Our liability: and
- 4. reimburse You all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with Our consent.

The most We will pay

The most We will pay for any claim or series of claims for Personal Injury or Property Damage caused by or arising from an Occurrence will not exceed the Sum Insured stated on Your Schedule, other than the cover provided for defence costs.

The most We will pay during any one Period of Cover for all claims arising out of Your Products will not exceed the Sum Insured, other than the cover provided for defence costs. An Excess of \$500 applies to all claims for Property Damage.

Additional Benefit - Committee member

We will pay the amount You are liable to pay following an alleged or actual act or omission that arises from Your duties as a committee member of a sporting or social club.

Cover is only provided if You receive less than \$1,000 per annum for holding the position and the liability must arise during the Period of Cover.

Exclusions

Your policy does not cover:

Aerial crop spraying

Liability arising directly or indirectly out of any substance being applied by an Air Vessel to the land or anything growing on the land, unless otherwise stated on Your Schedule.

> The fresh approach to rural insurance

> 2. Liability (continued)

Agreements

Liability for Personal Injury or Property Damage assumed solely under an agreement unless the liability:

- 1. would have attached in the absence of the agreement;
- 2. is specifically agreed by Us in writing; or
- 3. is assumed by You under a warranty of fitness or quality, or is implied by law for Your Products.

Air Vessel or watercraft

Liability for Personal Injury or Property Damage resulting from Your ownership, maintenance, possession, operation, use or legal control of any:

- Air Vessel.
- Air Vessel landing area including any area on which Air Vessels land, take off, are housed, maintained or operated, unless the claim does not directly arise from such use; or
- 3. Watercraft greater than eight metres in length.

Asbestos

Liability for Personal Injury or Property Damage arising directly or indirectly from asbestos.

Assault and battery

Liability for Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction, unless reasonably necessary for the protection of people or property.

Business Activities

Liability associated with any business carried on by You or Your Family.

This exclusion does not apply to farming activities carried out primarily at the Situation providing the revenue from these activities will not exceed \$100,000 during the Period of Cover.

Construction, additions or demolition

Any claims arising directly or indirectly out of or in any way connected with the construction, erection, renovation, alteration or demolition of any building at the Situation where the total cost of the work exceeds \$100,000.

Deliberately lit fires

Liability for Personal Injury or Property Damage arising out of a Fire that has been deliberately lit by You or on Your behalf in breach of any law, regulation, by-law or ordinance.

Disease

Liability for Personal Injury or Property Damage arising out of sexually transmitted diseases, AIDS or AIDS related disease or the transmission of any communicable disease.

Employer's liability (Workers Compensation)

Liability imposed:

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

> 2. Liability (continued)

Family and employees

Damage to Property which belongs to You, a member of Your Family or anyone living with You; or

Personal Injury to:

- 1. a member of Your Family;
- 2. a person employed by You under a contract of service if the Personal Injury arises out of or in the course of the contract of service; or
- 3. a person working with You for work experience or under a government scheme.

Farm hosting activities

Liability arising out of the supply of accommodation, meals and/or recreation activities to paying guests unless specified on Your Schedule.

No cover is provided for liability arising from any activity involving abseiling, aquaplaning, flying in any Air Vessel, motorcycling or quad biking, power boating, water skiing, rock climbing, mountaineering, horse riding or equestrian activity of any description.

Faulty workmanship

Claims for the cost of performing, completing, correcting or improving any work done or carried out by You.

Fines or punitive damages

Any indemnity for fines, penalties, punitive, exemplary or aggravated damages.

Libel and slander

Liability resulting from the publishing or utterance of a libel or slander:

- 1. made before the Period of Cover;
- 2. made at Your direction with the knowledge of its falsity; or
- 3. relating to advertising, publishing or printing, broadcasting or telecasting activities conducted by You or on Your behalf.

Loss of use

Liability arising from the loss of use of tangible property which has not been physically damaged, lost or destroyed resulting from:

- 1. a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- 2. the failure of Your Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability.

Motor vehicles

Liability for Personal Injury or Property Damage resulting from Your ownership, possession, operation, use or legal control of any Vehicle:

- 1. which is registered:
- 2. where insurance is required by any legislation relating to Vehicles; and/or
- 3. which is otherwise insured for the same liability.

This exclusion does not apply to:

- 1. Vehicles being operated or used as a tool of trade; or
- 2. liability for Property Damage occurring at the Situation and resulting from the use of a registered Vehicle not owned, leased or rented by You but in Your physical or legal control.

> 2. Liability (continued)

Pollution

- 1. Liability for Personal Injury or Property Damage caused by or resulting directly or indirectly from 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); and
- 2. Costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution.

The above exclusion does not apply to pollution arising from an Occurrence which is the consequence of a sudden, identifiable, unexpected and unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property damage.

Our total liability during any one Period of Cover for all claims resulting from such contamination or pollution will not be greater than the Sum Insured specified in the Schedule.

Professional liability

The rendering of or failure to render professional advice or service by You, or an error or omission connected with such professional advice or service.

Property in physical or legal control

Property damage to:

- property which is owned, leased or rented by You; or
- 2. property in Your physical or legal control.

This exclusion does not apply to liability for Property Damage to:

- 1. premises (including landlords fixtures and fittings) which are leased or rented to You;
- 2. any property not under lease or rental agreement in Your physical or legal control up to a limit of \$200,000 for any one Occurrence and in total during any one Period of Cover. The limit of liability for any one animal is \$10,000.

Stockfeed

Liability arising directly or indirectly out of the manufacture or processing of animal feed, not including hay, silage or unprocessed grain.

Treatment

Liability arising from:

- 1. the treatment of humans or animals for any physical or mental deficiency, injury, illness or disease; or
- 2. the dispensing of drugs, medicines, pharmaceuticals, supplies or artificial aids, except as specifically provided under the exclusion for Professional liability.

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

United States of America and Canada

Liability caused by or arising from Your Products sold, supplied or distributed by You or any other party within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction or the laws of the United States of America or the Dominion of Canada:

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

> 3. Farm Motor

This cover is separated into two parts.

Part 1 covers physical loss, damage or destruction to Your Vehicle(s) and/or a third party vehicle).

The cover is for either:

- 1. accidental loss or damage;
- 2. Defined events; or
- 3. Fire and Theft.

Part 2 covers Your legal liability.

If You elect to take out this cover, You must choose a cover type. A summary of the available covers are shown below. The cover chosen by You will be shown on the Schedule.

COVER TYPE		PART 2: LEGAL LIABILITY			
	Accidental damage (including fire and theft)	Fire	Theft	Aircraft, Earthquake, Explosion, Malicious Damage and Wind & Water	
Comprehensive	Yes	Included in Accidental Damage	Included in Accidental Damage	Included in Accidental Damage	Yes
Defined Events	No	Yes	No	Yes	No
Fire, Theft & Third party	No	Yes	Yes	No	Yes
Fire and Theft	No	Yes	Yes	No	No
Third party only	No	No	No	No	Yes

Part 1: Your Vehicle

We will cover Vehicles which are listed on the Schedule against physical loss, damage or destruction due to an Occurrence.

For each Vehicle. Your Schedule will indicate whether the cover is for:

- 1. Comprehensive;
- 2. Defined events:
- 3. Fire, Theft and Third party; or
- 4. Fire and Theft.

The cover - comprehensive

If Your Schedule shows that the cover type is comprehensive, We will cover You for accidental loss (including Theft), damage or destruction to Your Vehicle.

At Our option, We will:

- 1. repair Your Vehicle;
- 2. pay You the reasonable cost of repairing Your Vehicle;
- 3. pay You the market value of Your Vehicle or the Sum Insured (whichever is the lesser) if the Schedule shows that cover is for market value:
- 4. pay You the agreed value of Your Vehicle if the Schedule shows that cover is for agreed value.

If Your vehicle is declared a total loss, We may exercise Our option to retain any salvage, including accessories.

If We do not exercise Our option, We will not have any obligation to remove such salvage.

If Your Vehicle is new

If Your Vehicle is:

- 1. a Vehicle with a carrying capacity up to 2 tonnes;
- 2. purchased new by You;
- 3. You are the first registered owner:
- 4. it is damaged beyond repair in a collision within two years of manufacture and before it has travelled 40,000 kilometres: and
- 5. We agree to pay the claim,

then, We will either:

- 1. replace it with a new Vehicle of the same make and model; or
- 2. replace it with a Vehicle of similar new cost which We both agree upon in writing.

We will also pay any on road costs of stamp duty, delivery or registration.

Additional benefits - Vehicles up to 2 tonnes

If Your Vehicle is used for private use and has a carrying capacity of less than 2 tonnes and Your Schedule shows that the cover type is comprehensive, We will also provide cover for the following additional benefits.

Emergency travel and accommodation costs

If You cannot drive Your Vehicle because it has been stolen or damaged in an accident which is covered by this cover and You are more than 200 kilometres from Your usual place of residence, We will pay the reasonable costs incurred for:

- 1. necessary travel to return You and Your Family to Your usual place of residence; and
- 2. emergency accommodation for You and Your Family.

This cover is in addition to the Sum Insured and is limited to \$500

Personal effects

We will cover Your personal effects if they are contained in the boot or inside Your Vehicle and they are:

- 1. stolen, but only if the Vehicle was securely locked at the time of the Theft; or
- 2. damaged by Fire, Collision or Overturning of Your Vehicle.

Personal effects does not include:

- 1. money; or
- 2. goods connected with any trade, business or occupation.

This cover is in addition to the Sum Insured and is limited to \$500.

Recovery costs

If Your Vehicle is stolen and then recovered, We will pay the cost of returning the Vehicle to the place where it is normally kept.

This cover is in addition to the Sum Insured and is limited to \$750.

Removal of debris

If Your Vehicle is carrying goods or produce at the time of an accident. We will cover the cost to clean up and remove any debris.

This cover is in addition to the Sum Insured and is limited to \$750.

This cover extends to Vehicles in excess of 2 tonnes.

Rental Vehicle following Theft

If Your Vehicle is stolen, We will reimburse You for the reasonable cost of providing a rental Vehicle:

- 1. until Your Vehicle is recovered undamaged and You have been told its location;
- 2. until Your Vehicle is recovered and the damage is repaired;
- 3. until We settle Your claim; or
- 4. for a maximum of 14 days,

whichever happens first.

We will not pay for:

- 1. a rental Vehicle unless it has been arranged or approved by Us;
- 2. the cost of fuel used during the rental period; or
- 3. any accidental loss or damage to the rental car.

The most We will pay under this additional benefit is \$75 per day.

Replacement Vehicle

If You permanently replace Your Vehicle or purchase an additional Vehicle which is similar to other Vehicles covered under this cover, We will insure that Vehicle from the time of purchase.

You must provide Us with full details of the replacement or additional Vehicle within 30 days of the purchase and pay any additional premium that We require.

The most We will pay under this additional benefit is \$100,000 or the purchase price of the Vehicle, whichever is the lesser.

Towing

If You have an accident or Your Vehicle is stolen and it is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of the Vehicle to the nearest repairer or place of safety.

This cover is in addition to the Sum Insured and is limited to \$5,000.

This cover extends to Vehicles in excess of 2 tonnes.

Trailer cover

We will cover You for Theft or damage to a box trailer owned by You if it is accidentally damaged or stolen while attached to Your Vehicle.

This cover is in addition to the Sum Insured and is limited to \$750.

Optional benefit - Vehicles up to 2 tonnes

Excess free windscreen or window glass

If Your Schedule shows the Vehicle is covered for the Excess free windscreen or window glass optional benefit, We will pay the cost to replace or repair the windscreen or window glass if it is accidentally broken and the fracture extends through the entire thickness of the glass.

You will not be required to pay the Excess on the first windscreen or window glass claim, per Vehicle, made under this cover during any one Period of Cover.

The cover - Defined events

If Your Schedule shows that the cover type is Defined events, We will cover You for physical loss or damage caused by:

- 1. Aircraft;
- 2. Earthquake;
- 3. Explosion;
- 4. Fire/lightning:
- 5. Malicious Act(s): and
- 6. Wind and water.

The cover - Fire and Theft; or Fire, Theft and Third party

If Your Schedule shows that the cover type is for Fire and Theft or Fire, Theft and Third party, We will cover You for physical loss or damage caused by:

- 1. Theft: and/or
- 2. Fire.

At Our option, We will:

- 1. repair Your Vehicle;
- 2. pay You the reasonable cost of repairing Your Vehicle;
- 3. pay You the market value of Your Vehicle; or
- 4. pay You the Sum Insured shown on Your Schedule.

Additional benefits - Vehicles up to 2 tonnes

If Your Vehicle is used for private use and has a carrying capacity of less than 2 tonnes and the cover type is either Fire and Theft or Fire. Theft and Third party. We will also provide cover for the following additional benefits.

Towing

If Your Vehicle is damaged by Fire and it is unsafe, unroadworthy or not driveable, We will pay the reasonable cost of protection, removal and towing of the Vehicle to the nearest repairer or place of safety.

Uninsured motorist extension

We will cover You for accidental damage to Your Vehicle caused entirely by the driver of an uninsured Vehicle.

You can only claim under this additional benefit if You:

- 1. did not contribute to the cause of the accident; and
- 2. can provide Us with the correct registration number of the other Vehicle and the name, address and licence number of the other driver.

The most We will pay for any claim under this additional benefit is

- the reasonable cost of repairs:
- 2. the market value of Your Vehicle; or
- 3. \$3.000.

whichever is the least.

We will at Our sole and absolute discretion decide whether You contributed to the cause of the accident.

Part 2 - Legal liability

Cover for legal liability is only provided on Vehicles listed on the Schedule where the cover type is either:

- 1. Comprehensive:
- 2. Fire, Theft and Third party;
- 3. Third party, only.

The Vehicle must be:

- 1. registered for use on a public road;
- 2. a towed Vehicle for which registration is not required by law; and
- 3. used for private use or in connection with Your farming business.

The cover

We will cover:

- 1. liability for damage to property as a result of an accident caused by the use of Your Vehicle;
- 2. legal costs and expenses, if We agree in writing to solicitors acting for any person covered in connection with
- 3. liability for Personal Injury as a result of an accident caused by the use of Your Vehicle;
- 4. liability for the reasonable cost of cleaning up or preventing damage as a result of an accident caused by the use of Your Vehicle; and
- 5. liability for accidental damage to property caused by the use of Your Vehicle on a public road or public property, but only if the Vehicle is exempt from registration and is carrying a legal permit for such use.

We will not cover:

- 1. damage to any property owned by or in the care or control of a person covered under this policy;
- 2. liability for Personal Injury which is required by law to be insured, whether such insurance is in force or not;
- 3. liability for Personal Injury to You or the driver, or to anyone who lives with or has a Family or business relationship with You or the driver;
- 4. legal costs to defend criminal acts or fines for breaches of road traffic statutes;
- 5. any fines, or any punitive, exemplary or aggregated damages which a court awards against You or another person covered by this insurance;
- 6. Your legal liability under any contract, or if You have agreed to or accepted legal liability without Our agreement;
- 7. damage to any trailer or caravan being towed by Your Vehicle (other than as specifically covered under the additional benefit for trailers where Your Vehicle is for private use and the cover type is Comprehensive);
- 8. liability caused by vibration or the weight of Your Vehicle;
- 9. liability caused by excavation, drilling, spraying or suction when Your Vehicle is operating as a mechanical tool of trade: or
- 10. liability caused by operating Your Vehicle as a mobile crane to lift goods, except to load or unload Your

You should also refer to the General exclusions which apply to all covers under this policy on page 13.

Who is covered?

We will give this liability cover to You and:

- 1. any person in charge of Your Vehicle with Your permission;
- 2. any authorised passenger in or on Your Vehicle:
- 3. Australian governments, local governments or statutory bodies when Your Vehicle is used on their behalf: and
- 4. the legal representative of a deceased person who is covered under this cover.

Additional benefit - substitute Vehicle

We will give You the same liability cover for any Vehicle which is:

- 1. a registered car or commercial Vehicle with up to 2 tonnes carrying capacity;
- 2. not owned, leased, hired or otherwise provided by You; and
- 3. being used with the permission of both You and the Vehicle owner, but only if the Vehicle is used because Your Vehicle is being repaired or serviced. No cover is provided for damage to the substitute Vehicle.

The most We will pay

The most We will pay during any one Period of Cover for liability under this policy is \$20,000,000.

Exclusions

The following exclusions apply to part 1 and part 2 of this Farm Motor cover.

This policy does not cover any Vehicle:

- 1. which has been modified from the manufacturer's original design or standard specifications unless We have agreed to the modification(s) in writing;
- 2. which is loaded or towing illegally, or is unsafe, but only if You should know about it, and only if it results in the accident happening; or
- 3. which forms part of Your stock in trade.

This policy does not cover any Vehicle used:

- 1. to carry passengers for payment;
- 2. to carry goods unlawfully;
- 3. for driving tuition for payment;
- 4. for any illegal purpose;
- 5. for any racing, trial, contest, stunt or experiment;
- 6. for hire or letting to others; or
- 7. to carry explosives or hazardous goods other than items and in quantities normally used in the course of the farming business.

This policy does not cover any person:

- 1. who does not have Your permission to be driving Your Vehicle;
- 2. who does not hold a licence required by law for driving Your Vehicle:
- 3. driving while unfit due to the influence of alcohol or any drug:
- 4. driving with an illegal amount of alcohol or any drug in their blood; or
- 5. who refuses to be legally tested for alcohol or any drug.

We will not refuse Your claim if You can satisfy Us that You had no reason to suspect that the person driving the Vehicle was unlicensed, inadequately licensed or affected by alcohol or drugs.

This policy does not pay for:

- 1. wear and tear, abuse, corrosion or depreciation;
- 2. the cost of repairing or replacing parts which have failed or broken down;
- 3. mechanical damage (other than by Fire) which is caused by the leaking, incorrect use or absence of oil or
- 4. tyre damage caused by punctures, cuts, bursting or braking;
- 5. subsequent damage or loss if You fail to provide adequate reasonable protection following an accident or Theft damage; or
- 6. consequential loss of any kind.

You should also refer to the General exclusions which apply to all cover under this policy on page 13.

Other Important Matters

Excess

The basic Excess is the amount shown on Your Schedule and is applied to every claim.

The following excesses apply in addition to the basic Excess.

Age Excess

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

You do not have to pay the age Excess if the Vehicle was stolen or if the claim relates to windscreen or window glass damage.

Tipping Excess

If You make a claim where loss or damage occurs while the Vehicle's tipping hoist or mechanism is partially or fully extended, the basic Excess will be doubled.

When You are not required to pay an Excess.

You will not be required to pay an Excess provided all of the following criteria are met:

- 1. Your Vehicle is involved in a collision with another Vehicle; and
- 2. We agree that the driver of the other Vehicle was entirely at fault; and
- 3. You provide Us with the correct registration number of the other Vehicle, the name and address of the other driver and who they are insured with.

We will at Our sole and absolute discretion decide whether You contributed to the cause of the accident.

Repairs to Your Vehicle

Choice of repairer

In the event of a claim, You can choose a repairer, or contact Us to suggest one for You. If We do not accept Your choice of repairer, You must co-operate with Us to select a repairer which is acceptable to Us.

Repair authority

Your Vehicle must be made available for Us to inspect. We will only accept responsibility for repairs which are carried out under Our signed authority.

If emergency repairs are carried out to make Your Vehicle drivable immediately after an accident, We will accept responsibility for the cost up to \$500.

Parts and accessories

If We are unable to repair the part, We may use new, recycled or reconditioned parts that meet the requirements of the Australian Design Rules. If such parts are not available or appropriate, parts from alternative sources may be used.

We will not pay any amount greater than the maker's last list price in Australia (together with a reasonable charge for fitting) for the supply of any part or accessory. In the event that any spare part or accessory cannot be obtained immediately, We may choose to pay You the value of the spare part or accessory (together with the reasonable charge for fitting) rather than supply the spare part or accessory.

We guarantee all materials and workmanship on repairs that We authorise for as long as You own or lease Your Vehicle. This guarantee is not transferable.

Notes			

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> Notes			

Level 4, 657 Pacific Hwy, St Leonards NSW 2065 PO Box 160, St Leonards NSW 1590 T 02.9496.9300 | F 02.9496.9308 www.ruralaffinity.com.au ABN 72 119 838 854 | AFS Licence No. 302182