



ARGIS FARM EXTRA INSURANCE

Product Disclosure Statement

Preparation Date: 1 August 2023
PAC ARGIS Farm 0823

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SECTION 1 – Introduction

Thank You for choosing ARGIS Farm Extra Insurance.

We value Your business and recognise that You have placed trust in ARGIS by choosing this product.

This Product Disclosure Statement ('PDS') contains two parts:

1. About ARGIS Farm Extra Insurance - contains important information about the ARGIS Farm Extra Insurance. See Sections 1 and 2;
2. ARGIS Farm Extra Insurance - contains the terms, conditions, limits and exclusions of the Policy. See Sections 3 through to 19.

In both parts of the PDS, You will find capitalized terms to show that We have given a particular word a particular meaning. Please refer to Section 19 – General Definitions to obtain the full meaning of these capitalized terms.

This PDS was prepared on 1 August 2023.

SECTION 2 – Important Information

1 THE PURPOSE OF THIS PRODUCT DISCLOSURE STATEMENT ('PDS')

The information contained in this part of the PDS has been prepared to provide You with information required under the *Corporations Act 2001* (Cth) to help You make an informed choice when selecting a suitable insurance policy to meet Your insurance requirements.

This part of the PDS includes information about the significant benefits, features and risks of these covers, as well as information on how the insurance premium is calculated. The information contained in this part of the PDS is general information only. It is important that before You purchase this insurance product, You read the Policy which contains full details of the coverage provided by this insurance product together with all the terms, conditions, limits and exclusions that apply.

Any advice that may be contained in this PDS is General Advice only. General Advice is advice that has been prepared without considering Your individual objectives, financial situation or needs. Therefore before acting on this General Advice, You should consider the appropriateness of the General Advice having regard to Your objectives, financial situation or needs.

2 ABOUT THE INSURER

The Insurer of the Policy is Pacific International Insurance Pty Limited (ABN 83 169 311 193, AFSL 523921) ('Pacific'). Pacific is authorised and regulated by the Australian Prudential Regulation Authority ('APRA').

Pacific is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the *Insurance Act 1973* (Cth).

You should contact SGUAS Pty Ltd t/as ARGIS Insurance (ABN 15 096 726 895, AFSL 234437) ('ARGIS') in the first instance in relation to this insurance.

Pacific's contact details are:

Address: PO BOX 550, Kotara, NSW 2289

3 ABOUT THE AGENT

SGUAS Pty Ltd t/as ARGIS Insurance (ABN 15 096 726 895, AFSL 234437) ('ARGIS') issues policies for and on behalf of Pacific.

ARGIS acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. In all aspects of issuing this Policy, ARGIS acts as an agent for the Insurer and not for You.

For all general enquiries or underwriting matters, please contact ARGIS via Your broker by:

Address: Level 21, 150 Lonsdale Street, Melbourne VIC 3000

Phone: 1300 794 364

Email: argis@argis.com.au

Website: www.argis.com.au

ARGIS is a company within the Steadfast Underwriting Agencies division of Steadfast Group Limited (ABN 98 073 659 677) ('SGL').

4 GENERAL INSURANCE CODE OF PRACTICE

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ('the Code'). The Code aims to raise the standards of practice and service in the insurance industry.

The Insurer has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au

The Code Governance Committee ('CGC') is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the CGC go to www.insurancecode.org.au

5 HOW YOU CAN ASSIST US

We want to provide You with the best insurance service possible and ask You to assist Us by:

1. reading Your Policy carefully to make sure that it meets Your requirements;
2. letting ARGIS know if the service You receive (which includes representatives and staff) does not meet Your approval;
3. letting ARGIS explain to You any part of Your Policy or claim which You are having difficulty with;
4. keeping Your insurance Policy in a safe place together with any renewal notice;
5. keeping evidence of the value of Your insured property so that if You make a claim it will be processed promptly;
6. telling ARGIS if there is anything in connection with Your Policy that You don't understand.

6 OUR AGREEMENT WITH YOU

The Policy is a contract of insurance between You and Us and contains all the details of the cover that We provide. The Policy consists of:

1. Your Proposal (including the declaration) and associated documents, being those documents You provided to ARGIS in support of Your Proposal;
2. this PDS (this document);
3. any applicable Supplementary PDS ('SPDS') We issue that varies it;
4. the Certificate;
5. any endorsement;
6. any other document We tell You forms part of the Policy which may vary or modify the above documents.

These documents should be read together as they jointly form the contract of insurance between You and Us. If there is any inconsistency between any Sections of the Policy, the Certificate prevails.

The Policy may be renewed upon expiry if We offer renewal terms to extend the Policy.

7 UNDERSTANDING THE POLICY

To ensure that the Policy You have purchased meets Your needs, it is important that You take the time to read and understand it. Of particular importance are the obligations You have, set out in the General Conditions and Claims Conditions Sections.

The cover You have under the Policy applies separately to each insured person or entity and is restricted to the Sections shown in the Certificate.

The Policy has some exclusions and these are detailed in each Section. In addition the General Exclusions Section applies to all Sections. It is important that You read the exclusions.

The Policy also contains certain conditions and obligations that You must satisfy. If You do not, We may reduce or decline Your claim or bring some or all of Your Policy to an end. Any other person that is entitled to claim under Your Policy must also meet the conditions and obligations.

This Policy has been issued on the basis of information You have provided Us. We may not cover You unless all statements made to Us are entirely truthful and correct. Before a claim can be considered, the premium (including government charges) for the current Period of Insurance must be paid. Once We have accepted Your claim, You will be obliged to pay any Excess referred to in the Certificate before We will pay the claim or alternatively, You may authorise Us to deduct the Excess from any payment which We make to You in the finalisation of the claim. Should there be any information which We have not been given, or any changes in circumstance We should know, then You must tell Us, otherwise We may not cover You or continue to cover You.

8 THE ARGIS FARM EXTRA INSURANCE

The ARGIS Farm Extra Insurance is comprised of thirteen (13) Sections. Each Section is subject to terms and conditions specific to that Section, as well as the General Conditions, Claims Conditions, General Exclusions and General Definitions Sections of the Policy. Not all Sections will apply to You – those Sections that do apply to You will be shown in the Certificate.

The Certificate will be issued to You if We accept Your proposal for insurance. The Certificate shows what Sections of cover We have agreed to provide You, as well as the Excesses payable under those Sections. The precise coverage given will be subject to all the terms, conditions and exclusions as set out in the Policy.

9 SIGNIFICANT FEATURES AND BENEFITS

The following provides a summary of significant features and benefits of all cover Sections of the Policy. You need to read the Certificate and the Policy for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations. The cover in each Section of the Policy is provided only if specified as applicable in the Certificate.

Section 5 – Farm Buildings

We insure You up to the Sum Insured shown on the Certificate for Section 5 – Farm Buildings for Accidental Loss to Your Buildings that occurs during the Period of Insurance.

You can select to be insured for 'Replacement Sum Insured' or 'Indemnity Value'.

We also provide cover for Special Extensions including 'Future Additions', 'Removal of Debris' and 'Professional Fees'. Details of the Special Extensions are set out under the heading 'Special Extensions and Conditions to this Section.'

Section 6 – Farm Contents

We insure You up to the Sum Insured shown on the Certificate for Section 6 – Farm Contents for Accidental Loss excluding theft of the items in the Certificate whilst anywhere in Australia that occurs during the Period of Insurance.

We also provide cover for Special Extensions including 'Rewriting of Records', 'Fire Fighting Costs', 'Employees' Clothing', 'Farming Interruption', 'Livestock and Goods in Transit', 'Livestock Death by Dogs' and 'Temporary Protection'. Details of the Special Extensions are set out under the heading 'Special Extensions and Conditions to this Section.'

Also, there are Optional Extensions available for 'Prevention of Access', 'Contamination and/or Spoilage', 'Dairy Company Reimbursement' and 'Tax Audit'. Details of the Optional Extensions are set out under the heading 'Optional Extensions and Conditions to this Section.'

Section 7 – Farm Contents Theft

We insure You up to the Sum Insured shown on the Certificate for Section 7 – Farm Contents Theft for Accidental Loss by theft of the items in the Certificate from Your property or anywhere else in Australia following forcible entry or threat of violent entry to a locked building or vehicle that occurs during the Period of Insurance.

We also provide cover for Special Extensions including stolen keys and if Your farm buildings are damaged, temporary protection and safety of the farm buildings until they are repaired or replaced and Loss of Money. Details of the Special Extensions are set out under the heading 'Special Extensions and Conditions to this Section.'

Section 8 – Machinery Breakdown and Refrigerated Stock

Under 'Part One: Mechanical, Electrical and Electronic Breakdown', We will cover You for the cost of restoring Your mechanical, electrical or electronic plant, machinery and apparatus listed in the Certificate to normal working order following breakdown.

Under 'Part Two: Deterioration of Refrigerated Stock, Semen and Embryos', We will cover the deterioration of Your refrigerated stock arising from breakdown to any refrigeration machinery covered under 'Part One: Mechanical, Electrical and Electronic Breakdown'.

Section 9 – FIRE: Fencing, Farm Machinery and Sundry Items

We insure You up to the Sum Insured shown on the Certificate for Section 9 – FIRE: Fencing, Farm Machinery and Sundry Items for Accidental Loss that occurs during the Period of Insurance to Your property listed in the Certificate caused by fire, explosion, lightning, earthquake, malicious acts or vandalism, riot and impact as well as Storm (to Your Vehicles only whilst enclosed in a farm building).

Section 10 – FIRE: Livestock

We insure You up to the Sum Insured shown on the Certificate for Section 10 – FIRE: Livestock for Accidental Loss that occurs during the Period of Insurance, to Your Livestock listed in the Certificate caused by fire, electrocution, lightning, earthquake and impact by vehicles as well as Storm (to Livestock housed in a building only).

We also provide cover for Special Extensions including veterinary fees, disposal of insured Livestock, and cover for Your dairy cow if it is unable to be milked. Details of the Special Extensions are set out under the heading 'Special Extensions and Conditions to this Section.'

Section 11 – Farm Working Dogs

We insure You up to the Sum Insured shown on the Certificate for Section 11 – Farm Working Dogs for either Death or Accidental Death to Your farm working dogs that occurs during the Period of Insurance. We will also cover veterinary fees up to \$500 administered to prevent the Death of Your ill or injured dog for treatment where the Death of Your dog still occurred.

Section 12 – Farmers' Liability

Under 'Part One: Public Liability', We will insure Your legal liability up to the Sum Insured shown on the Certificate for Section 12 – Farmers' Liability for claims in respect of Property Damage to the property of others or Personal Injury to others, except You, which occurs anywhere in Australia during the Period of Insurance and which arises from Your Farming Operations. We will also provide cover for Special Extensions set out under the heading 'Special Extensions and Conditions to Your Insurance' and for Optional Extension set out under the heading 'Optional Extension and Condition to Your Insurance'.

Under 'Part Two: Products Liability' We will insure Your legal liability up to the Sum Insured shown on the Certificate for Section 12 – Farmers' Liability for claims as a result of an Occurrence arising from Your sale or supply of goods and products as part of Your Farming Operations occurring anywhere in the world excluding the USA and/or Canada and which during the Period of Insurance cause Loss to the property of others or Personal Injury of any person.

Section 13 – Dwelling

We insure You up to the Sum Insured shown on the Certificate for Section 13 – Dwelling for Accidental Loss or damage to Your House that occurs during the Period of Insurance.

We also provide cover for Special Extensions following insured Loss or damage even if the Sum Insured has been exhausted. Details of the Special Extensions are set out under the heading 'Special Extensions and Conditions to Your Insurance'.

Also there is an Optional Extension available for 'Rent Default'. Details of the Optional Extension are set out under the heading 'Optional Extension and Condition to Your Insurance'.

Details are set out under the heading 'Part One: House' in Section 13 – Dwelling of the Policy.

We also provide automatic Owners Liability cover up to a maximum of twenty million dollars (\$20,000,000) for liability to third parties incurred by You as the owner of the House. Details are set out under the heading 'Part Two: Owners Liability' in Section 13 – Dwelling of the Policy.

Section 14 – Contents of Dwelling

We insure You up to the Sum Insured shown on the Certificate for Section 14 – Contents of Dwelling for Accidental Loss or damage to Your Household Contents that occurs during the Period of Insurance whilst they are anywhere in the world provided they have not been permanently removed from the situation shown in the Certificate.

The definition of Household Contents automatically includes Specified Personal Effects and Unspecified Personal Effects. The maximum We will pay per claim is twenty-five percent (25%) in total of the Sum Insured shown in Your Certificate. The maximum We will pay for any one (1) item, pair or set is \$10,000.

We also provide cover for Special Extensions following insured Loss or damage even if the Sum Insured has been exhausted. Details of the Special Extensions are set out under the heading 'Special Extensions and Conditions to Your Insurance' in Section 14 – Contents of Dwelling of the Policy.

We also provide automatic Personal Liability cover up to a maximum of twenty million dollars (\$20,000,000) for Your personal liability to third parties. Details are set out under the heading 'Part Two: Personal Liability' in Section 14 – Contents of Dwelling of the Policy.

Section 15 – Personal Effects

We insure You up to the Sum Insured shown on the Certificate for Section 15 – Personal Effects for Accidental Loss or damage to Your Unspecified Personal Effects and/or Specified Personal Effects anywhere in the world that occurs during the Period of Insurance.

Section 16 – Private, Farm and Business Vehicle

We provide cover for Your Vehicles shown on the Certificate under Section 16 – Private, Farm and Business Vehicle for Loss or damage to Your Vehicle that occurs during the Period of Insurance whilst it is being used for private, social, domestic, pleasure and farm purposes.

We also offer **Third Party, Fire And Theft, Third Party only** and **Fire And Theft** cover options for Loss or damage that occurs during the Period of Insurance.

We also provide cover for Special Extensions to Your Insurance under 'Part One: Accidental Loss to Your Vehicle' if You have insured Your Vehicle for **Full Cover**. Details of the Special Extensions are set out under the heading 'Special Extensions and Conditions to Your Insurance' in Section 16 – Private, Farm and Business Vehicle of the Policy.

Also there are Optional Extensions available for 'Farm Vehicle Windscreen Extension' and 'Hire Vehicle'. Details of the Optional Extensions are set out under the heading 'Optional Extensions and Conditions to this Section' in Section 16 – Private, Farm and Business Vehicle of the Policy.

We provide automatic Legal Liability Cover to a maximum of twenty million dollars (\$20,000,000) under the **Full Cover, Third Party, Fire And Theft** and **Third Party only** options for liability resulting from a Loss to the property of others arising from an Accident caused by or involving the Vehicle during the Period of Insurance. Details are set out under the heading 'Part Two: Legal Liability' in Section 16 – Private, Farm and Business Vehicle of the Policy.

We also provide cover for Special Extensions under 'Part Two: Legal Liability'. Details of the Special Extensions are set out under the heading 'Special Extensions to Your Insurance' in Section 16 – Private, Farm and Business Vehicle of the Policy.

Section 17 – Personal Accident and Sickness

If the Insured Person suffers an Event anywhere in the world during the Period of Insurance, caused by an Injury or Illness, which happens after the commencement of the first Period of Insurance, We will pay the benefit for the Event shown on the Certificate for Section 17 – Personal Accident and Sickness.

Depending on what type of cover We agree to provide, You may have any combination of the following types of cover under this Section:

1. Accidental Death and total and permanent disability Benefits (Events A and B as set out in Section 17 – Personal Accident and Sickness of the Policy); and/or
2. Full Disablement by Injury and Partial Disablement by Injury (one hundred and four (104) weeks limit) (Events C and D as set out in Section 17 – Personal Accident and Sickness of the Policy); and/or
3. Full Disablement by Illness (one hundred and four (104) weeks limit) (Event E) and Partial Disablement by Illness (two (2) weeks limit) (Event F as set out in Section 17 – Personal Accident and Sickness of the Policy).

We also provide cover for Special Extensions. Details of the Special Extensions are set out under the heading 'Special Extensions to this Section' in Section 17 – Personal Accident and Sickness.

10 SIGNIFICANT RISKS

In addition to the covers summarised above, there are a number of terms, conditions, limits and exclusions contained in the Policy that can affect how or whether a claim is paid under this Policy. You need to read the Certificate and the Policy for full details of the available cover, terms, definitions, conditions, exclusions and limits that apply to make sure it meets Your expectations.

Exclusions

The following provides a summary of the main exclusions to cover only. These are examples only.

For example, We will not pay for any loss, damage, benefit, legal liability, compensation, or any other loss, costs, fees, charges or expenses of whatsoever kind, arising directly or indirectly from or in any way connected with Losses caused by Flood, war, nuclear, terrorism and some natural disasters or any other Loss generally excluded in Section 18 – General Exclusions.

Each Section of the Policy also contains specific exclusions applying to the cover.

Conditions

You must meet certain conditions for Your insurance cover to apply. If You do not comply with the conditions We may refuse to pay a claim in whole or in part or in some circumstances in accordance with the law cancel the Policy. The following are examples only:

1. You must pay Your premium on time, otherwise Your insurance may not operate. If You have not paid the premium by the due date or your payment is dishonoured, We may cancel the Policy. We will do so by providing You with written notice to Your last address known to Us in accordance with the *Insurance Contracts Act 1984* (Cth) ('the Act');
2. You must pay or contribute the amount of any Excess shown in this Policy or on the Certificate for each claim made. Payment of the Excess may be requested when the claim is accepted by Us or at the time We pay Your claim or may be deducted from Our payment.

Adequate Sum Insured

You should take care to ensure that the Sum Insured You select is sufficient to cover the full replacement value of Your property or the full market value of Your vehicle(s) and boat(s).

In relation to Section 17 – Personal Accident and Sickness, You should take care that the Accidental Death benefit and/or the weekly benefit amounts that You select meet Your specific needs.

Policy Limits

Limits do apply to some items covered by each Section. You should read Your Policy carefully so that You are aware of what limits may be applicable to You in the event of a Loss.

Basis of Settlement

There are a number of different bases of settlement from which We can choose to settle Your claim. The maximum amount We will pay will in no circumstances exceed the Sum Insured shown for the relevant Section in the Certificate unless expressly stated otherwise in the Policy.

11 DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

Duty to take reasonable care not to make a misrepresentation for Dwelling, Contents of Dwelling, Personal Effects, Private, Farm and Business Vehicle and Personal Accident and Sickness Sections of the Policy only

When applying for this Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

When you renew Your Policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

You must answer any of Our additional questions honestly, accurately and to the best of Your knowledge. Also, You must review Your responses to previous questions, replayed in the Renewal Invitation document, and advise Us immediately if any information is inaccurate or has changed. Amendments may impact the terms of this renewal offer.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Us via Your broker on 1300 794 364 or visit www.argis.com.au.

12 YOUR DUTY OF DISCLOSURE

For all Sections other than Dwelling, Contents of Dwelling, Personal Effects, Private, Farm and Business Vehicle and Personal Accident and Sickness Sections

For Farm Buildings, Farm Contents, Farm Contents Theft, Machinery Breakdown and Refrigerated Stock, FIRE: Fencing, Farm Machinery and Sundry Items, FIRE: Livestock, Farm Working Dogs and Farmers' Liability Sections of the Policy, Your duty of disclosure is as follows:

This Policy is subject to the 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). If anything changes between the time the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

1. reduce the risk;
2. are common knowledge;
3. We know or, in the ordinary course of Our business, ought to know; or
4. We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

1. reduce Our liability for any claim;
2. cancel the contract;
3. refuse to pay the claim; or
4. avoid the contract from its beginning, if Your failure to comply with Your duty of disclosure was fraudulent.

13 FINANCIAL CLAIMS SCHEME

In the event of the insolvency of Pacific, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.fcs.gov.au and the APRA hotline on 1300 558 849.

14 DISPUTE RESOLUTION PROCESS

ARGIS and Pacific are committed to meeting and exceeding our clients' reasonable expectations whenever possible and would like to know if your reasonable expectations haven't been met.

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

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

Any complaint relating to this insurance should be referred to ARGIS in the first instance:

Address: Service Feedback, PO Box A2016, Sydney South NSW 1235

Phone: +61 2 9307 6653

Email: servicefeedback@steadfastagencies.com.au

If we do not make a decision within the period that we tell you we will respond, we will tell you about your right to lodge a complaint with an external dispute resolution scheme. If you are not happy with our response, you can refer your complaint to the Australian Financial Complaints

Authority ('AFCA') subject to its rules. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its rules.

AFCA's contact details are:

Phone: 1800 931 678

Email: info@afca.org.au

Mail: Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

If you require further information, you can access our Complaints and Dispute Resolution Process available on ARGIS's website at www.argis.com.au.

15 PRIVACY STATEMENT

In this Privacy Statement only, the use of "We", "Us" and "Our" means Pacific and ARGIS unless specified otherwise.

We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and the terms of this PDS.

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 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 such as the United Kingdom and Europe.

Our contractual arrangements generally include an obligation for these 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 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 contain information on how You may access personal information that each of us hold, or seek correction of Your personal information and information on 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 Pacific's Privacy Policy and Privacy Statement at www.pacificins.com.au/privacy-policy/, and ARGIS's Privacy Policy at www.argis.com.au.

16 EXCESSES

Your Policy does not cover any Excess.

If Your claim is accepted under any Section of Your Policy, You will be required to pay the Excess shown on Your Certificate. The amount of Excess You pay is dependent on:

1. the standard Excess amount;
2. any applicable voluntary Excess;
3. any other additional Excess that may apply.

Any additional or voluntary Excess is in addition to the standard Excess and will be shown on the Certificate.

17 POLICY COSTS

The amount that We charge You for this insurance when You first acquire Your Policy and when You renew Your Policy is called the premium.

How We calculate Your premium

When deciding to accept the proposal of insurance and calculating a premium for each Section the following factors are taken into consideration:

1. the Sum(s) Insured;
2. the address of Your insured property and/or vehicle(s);
3. the age, condition and occupancy of Your House in relation to Section 13 – Dwelling and Section 14 – Contents of Dwelling only;
4. year, make, model in relation to Section 16 – Private, Farm and Business Vehicle only;
5. driving offence history in relation to Section 16 – Private, Farm and Business Vehicle only;
6. any pre-existing medical condition that the applicant is aware of (whether medical advice is sought or not) in relation to Section 17 – Personal Accident and Sickness only;
7. the option(s) of cover, amounts selected and whether a voluntary deferment period is selected in relation to Section 17 – Personal Accident and Sickness only;

8. type of cover selected;
9. whether You have elected to take a voluntary Excess;
10. whether You have elected the Optional Extensions;
11. Your claims history.

The total cost of Your Policy is shown on the Certificate and is made up of Your premium plus government taxes such as Stamp Duty, GST, any Fire Service Levy (where applicable).

ARGIS and SGL receive a commission for issuing business on behalf of Us. The commission payable to ARGIS is calculated as a percentage of the base premium, excluding statutory and government charges and any fees payable by You, and is paid by Us. The commission is included in the total amount payable for Your contract of insurance.

What happens if You do not pay the cost of Your Policy by the due date?

We have the right to cancel Your Policy if You do not pay Your premium by the due date or if Your payment method is dishonoured and We have not received Your payment by the due date.

Other costs, fees and charges

Other costs, fees and charges which may be applicable to the purchase of Your Policy include:

COSTS OR FEES	DETAILS
Cancellation	<p>You may cancel Your Policy at any time. If You choose to cancel Your Policy We will retain a portion of premium which relates to the period for which You have been insured. We will refund the residue for the unexpired period, provided that:</p> <ol style="list-style-type: none"> 1. no event has occurred where liability arises under the Policy; and 2. the residue amount is over \$20. <p>The fees referred to in this table and any non-refundable government taxes or charges payable in regards to Your premium will not be refunded upon cancellation of Your Policy.</p>
Credit Card Surcharge	<p>ARGIS reserves the right to apply a surcharge to all payments made by credit card. If ARGIS applies a surcharge, it will be in the range of 0.8% to 1.0% of the total cash amount depending on the type of credit card used. This surcharge is passed onto the financial institution providing the merchant facility.</p> <p>This fee is not refundable in the event of cancellation.</p>
Interest	<p>Any premiums received from You are held in a trust account prior to being forwarded onto the Insurer. ARGIS will retain any interest earned on the money held in the trust account.</p> <p>For details of the interest please refer to ARGIS's Financial Services Guide or contact ARGIS directly.</p>
Agency Fee	<p>An agency fee between \$150 and \$600 is payable by You to cover ARGIS's administration cost of preparing and distributing Your Policy. The agency fee will vary depending on the number of Sections and complexity of underwriting required. The agency fee is noted on Your insurance Certificate and is not refundable in the event of cancellation, unless the insurance contract is cancelled within the cooling-off period or is a full term cancellation.</p> <p>For details of the agency fee please refer to Your insurance Certificate and the ARGIS Financial Services Guide or contact ARGIS directly.</p>
Commission	<p>ARGIS and SGL may receive a commission payment from Us when Your Policy is issued or renewed. If You cancel Your Policy, this commission payment may not be refundable. For details of the commission paid please refer to SGL's Financial Services Guide or ARGIS's Financial Services Guide or contact SGL or ARGIS directly.</p>

18 TAXES

You may be able to claim a tax deduction for premium payable. However, You may be required to pay tax in respect of some benefits payable.

We cannot advise You on Your individual tax situation. You should consult a tax advisor for assistance in this area.

19 COOLING-OFF PERIOD

If for any reason You are not entirely satisfied with Your Policy, You may cancel the Policy by notifying ARGIS in writing within thirty (30) days of the commencement date that You wish Us to cancel the Policy. A refund in full for any money You have paid will be refunded, unless You have made a claim on the Policy.

If You have made a claim under the Policy a refund will not be payable. For example:

Premium paid	Policy cancelled within cooling-off period	Claim made	Premium refund
\$500	Yes	No	\$500
\$500	Yes	Yes	No refund due

20 MAKING A CLAIM

You can make a claim by notifying Your insurance intermediary or Us directly in writing. The contact details are as follows:

ARGIS - Claims Department

Phone: 02 8233 3172

Email: argis@steadfastclaims.com.au

You should refer to Section 4 – Claims Conditions of this Policy for detailed information about what You need to do if You have a claim.

21 UPDATING THE PDS

From time to time and where permitted by law, We may change parts of the PDS. Except in limited cases, We will issue You with a new PDS or a Supplementary PDS or other compliant document to update the relevant information. Any updates which are not materially adverse to You (from the view of a reasonable person deciding whether to buy this insurance) may be found on the ARGIS website at www.argis.com.au

SECTION 3 – General Conditions

If You do not comply with the following conditions, We may refuse to pay a claim in whole or in part or in some circumstances cancel the Policy.

1 ACTS OF PARLIAMENT

Any Acts of parliament referred to in this Policy include any:

1. amendments or statutory regulations made under them;
2. Acts or regulations made in substitution for the original Acts or regulations.

2 CANCELLATION OF THIS POLICY

You may cancel this Policy at any time by notifying Us in writing, in which case:

1. cancellation takes place when We receive the notice; and
2. We will retain or be entitled to retain the premium for the period during which the Policy was in force together with the agency fee and any non-refundable government taxes, levies and duties.

We may cancel this Policy where We are allowed to do so by law by giving You three (3) business days written notice being sent to Your last address known to Us. In this case We will refund to You the unexpired portion of the premium.

3 CHANGES

After cover under Your Policy has commenced, You must notify Us immediately of any change in circumstances of which You are aware which increases or alters any risk insured under this Policy. Once You have done so, We may change the premium and/or terms of cover, at Our discretion.

If You fail to notify Us of any change in circumstances, We may:

1. refuse to meet any claim; and/or
2. cancel the Policy, from the date of the failure.

We may change the terms of the Policy at any time by giving You notice at Your last known address as held by Us. The changes We make will take effect thirty (30) days after the day We send the notice to You.

4 AMENDMENTS

This Policy may be amended at Your request, provided We agree to the amendment in writing before it takes place. Where We agree to change the terms of this Policy We will send You written advice to Your last address known to Us. Any Policy amendments may attract a variation in premium payable by You. The change will take effect from the date given in that advice which will be after We receive Your additional premium or refund any premium no longer required, which will be not less than fourteen (14) days from the date of that advice.

5 CURRENCY

All monetary amounts referred to in this Policy are expressed and payable in Australian dollars.

6 DEFINED WORDS

To clarify the cover You have in this Policy, some words begin with a capital letter. These words have a specific meaning, which is outlined in Section 19 – General Definitions and the definitions section applicable to each particular Section. References to the singular include the plural and vice versa.

7 GENERAL OBLIGATIONS

Where You are insured under any Policy, You must:

1. take all reasonable precautions for the safety of the property and safeguard any property damaged;
2. comply with and maintain any Statutory obligation, regulation, by-law and directions and use equipment in accordance with the manufacturer's design recommendations;
3. not cause or facilitate Loss to the insured property or liability by any intentional, criminal, reckless or wilful act.

These obligations are important and are required to be fulfilled before We pay a claim.

8 GOODS AND SERVICES TAX ('GST')

PARTIAL LOSS

In the event of a claim being paid We will pay the claim inclusive of any GST. We will deduct any input credits You are entitled to receive (or would be entitled to receive) from the amount of Your claim.

TOTAL LOSS – SUM INSURED SETTLEMENTS

In the event of a claim being paid that is equal to the Sum Insured, We will pay a maximum of the Sum Insured plus any GST that is recoverable by Us from the Australian Tax Office. We will deduct any input tax credits You are entitled to receive (or would be entitled to receive) from the amount of Your claim. We will not pay any GST where We are unable (for whatever reason) to recover it from the Australian Tax Office.

TOTAL LOSS – MARKET VALUE OR INDEMNITY VALUE SETTLEMENTS

In the event of a total Loss claim being paid on the basis of 'market value' or 'indemnity value' We will pay the claim plus any GST. We will deduct any input credits You are entitled to receive (or would be entitled to receive) from the amount of Your claim.

This Policy does not cover any GST or any fine, penalty or charge for which You are liable because of a failure to disclose, or a misrepresentation made by You, in relation to Your entitlement to an input tax credit for the premium. You must tell Us if Your entitlement to an input tax credit for Your premium disclosed to Us is incorrect or changes.

9 HEADINGS

Headings are for reference only. They do not form part of the Policy and are not to be used in interpreting it.

10 INSPECTION

We are entitled to inspect the insured property at any reasonable time and You must provide such information as may be reasonably required by Us in relation to that property. However, neither this inspection, nor any inspection report is to be regarded as an undertaking by Us to determine or warrant that any operations and/or premises are safe or covered by this Policy.

11 INTERESTED PARTIES

If We are advised in writing of a party holding a financial interest over any property insured under this Policy:

1. We may note that party's interest, but that party is not insured or covered under this Policy;
2. You authorise Us to disclose to that party personal information about You in connection with this Policy.

We may make a claim payment directly to that party up to the limit of its interest, as advised to Us by that party. This meets Our obligations to You under this Policy to that extent.

12 JOINT INSURANCE

Where any property covered by this Policy is owned by more than one (1) party We will treat them as being jointly insured and liable for each other's breach of duty in relation to this Policy. Each is entitled to claim and be paid under the Policy. However, the maximum We will pay for all persons and legal entities collectively during the Period of Insurance is the amount shown in each Section or in the Certificate.

13 JURISDICTION

This Policy is governed by the laws of the Australian state or territory in which the risk or property insured is located and each of the parties is subject to the jurisdiction of those courts.

14 OBSERVANCE OF TERMS AND CONDITIONS

Your compliance with the provisions of this Policy and the accuracy of any information supplied to Us (whether by You or not), are conditions precedent to any indemnity being granted to You under this Policy.

15 REASONABLE CARE

You must take reasonable care at Your own expense at all times to avoid:

1. Loss or damage to insured property; and
2. liability to others.

We will not pay any claim if You have been reckless or grossly irresponsible.

16 REINSTATEMENT OF AMOUNT OF INSURANCE

In the event of Loss for which a claim under this Policy has been paid, We may reinstate, on terms agreed by Us, the amount by which the Sum Insured is reduced as a consequence of that Loss.

PROVIDED THAT:

You pay Us the further premium We require for the reinstatement.

17 TOTAL LOSS SETTLEMENT

Where We pay a claim under any Section of this Policy on the basis of a total Loss, then that Section of the Policy is deemed to be expired from the date of the payment and no refund of premium is payable.

18 TRANSFER OF INTEREST

No interest in this Policy can be transferred or assigned without Our written permission.

19 FAILURE TO PAY THE INSURANCE PREMIUM

You must pay Your insurance premium. We will take steps to cancel the contract of insurance for non-payment of the insurance premium in accordance with the Act.

SECTION 4 – Claims Conditions

If You do not comply with the following conditions, We may refuse to pay a claim in whole or in part or in some circumstances cancel the Policy.

1 CONDUCT OF THE DEFENCE – LIABILITY ONLY

Once You have made a claim under the Liability section of any Section of the Policy, We have the sole right to act in Your name and to defend, negotiate or settle the claim as We decide. The expenses of any such action will be paid by Us. We are entitled to appoint Our own lawyers who report to Us. We may elect to pay You the maximum amount payable under the Policy or any lesser sum for which the action against You can be settled. Once We have done so, We are under no further liability to You under this Policy.

2 FRAUD

If Your claim is fraudulent in any way, We are entitled to:

1. decline Your claim in whole or in part; and/or
2. bring the applicable Section or the Policy to an end, from the date of the fraudulent act and pay nothing.

We may also notify the police.

3 OTHER INSURANCE

You must notify Us as soon as reasonably practicable of any other insurance that covers You for any of the risks covered under this Policy.

4 RECOVERIES

Where property insured by this Policy is lost or damaged, and We have agreed to pay a claim, We may exercise any legal right of recovery You may have for Our own benefit at Our own expense. This may involve Us, or anybody We appoint, at Our discretion:

1. entering any building where the Loss has occurred and removing and keeping possession of the damaged property; and
2. dealing with the damaged property in any way We see fit, including selling or otherwise disposing of it.

We will give reasonable notice to You before entering Your premises. You must fully co-operate with Us. If You do not, We may recover the claim payment/s from You.

If We are successful in recovering any amount:

1. We will refund Your Excess and any uninsured part of Your Loss; then
2. We will retain any costs, charges and expenses in relation to Your claim which have been paid or reimbursed by Us; and then
3. We will pay to You any remaining amount recovered.

If any lost or stolen property which You have claimed for is subsequently recovered by You, and We have paid a claim, You must hand it over to Us. We are entitled to keep it, including any proceeds of its sale.

If any person is ordered to make reparation to You in respect of property You have claimed for, You must send Us any payments You receive, as soon as reasonably practicable. We are entitled to keep those payments.

5 WHAT YOU MUST DO

1. You must, as soon as reasonably practicable, notify Us of any circumstance likely to lead to a claim.
2. You must take steps to minimise the Loss as soon as reasonably practicable.
3. You must take reasonable steps to protect the property from any further Loss.
4. You must inform the police if You suspect burglary, theft, arson or intentional damage.
5. You must complete Our claim form in full if We request You to do so, and return it to Us within thirty (30) days of Our request.
6. You must send Us all relevant correspondence and documentation as soon as reasonably practicable.
7. You must at Your expense provide all reasonable information and assistance We require.
8. You must authorise the disclosure of Your personal insurance information:
 - a. to Us; and
 - b. to assessors, loss adjusters and private investigators and Our agents.

6 WHAT YOU MUST NOT DO

You must not admit liability to any other party. You must not say or do anything which prejudices Our ability to:

1. defend any action against You; or
2. take recovery action in Your name.

You must not start any repairs without Our prior approval.

You must not dispose of any property that is to be the subject of Your claim without Our prior approval.

SECTION 5 – Farm Buildings

This Section 5 – Farm Buildings only forms part of the Policy when Farm Buildings is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 5 – Farm Buildings.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

FARM BUILDINGS AND BUILDINGS

'Farm Buildings' and 'Buildings' means Your Buildings described in the Certificate and at the situation shown in the Certificate, including:

1. walls, (except retaining walls and hedges);
2. underground services up to twenty-five (25) metres from the Building;
3. the stockyards and pens;
4. the Fixed Plant and Machinery;
5. tanks, grain and feed silos and other structures;
6. solar panels (and associated equipment);

all being permanently attached to or forming part of Your Buildings.

FARM IMPROVEMENTS

'Farm Improvements' means items described in the Certificate and at the situation shown in the Certificate, but limited to:

1. free-standing water tanks, water stands, fuel tanks, stock yards, races, holding pens, feed troughs, drinking troughs and mobile silos;
2. infrastructure that is up to 1.5 metres below ground including, but not limited to, water pipes, drainage and sewerage systems, irrigation systems for farm use.

FIXED PLANT AND MACHINERY

'Fixed Plant and Machinery' means contents of the Building bolted, screwed, nailed or fastened to the Building and not intended to be removed.

POWER POLES

'Power Poles' means the poles themselves, the overhead lines (power or telephone) and their associated equipment, to the extent they are Yours and as shown in the Certificate.

UNSPECIFIED FARM BUILDINGS

'Unspecified Farm Buildings' means all Farm Buildings not otherwise shown in the Certificate (but not Farm Improvements, Power Poles or windmills/wind turbines) that are used in Your farming business at the situation shown in the Certificate.

UNSPECIFIED FARM IMPROVEMENTS

'Unspecified Farm Improvements' means Farm Improvements not otherwise shown in the Certificate that are used in Your farming business at the situation shown in the Certificate.

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

3 WHAT YOU ARE INSURED FOR

Buildings

We will cover You for Accidental Loss happening during the Period of Insurance to Your Buildings up to the Sum Insured unless the Loss is excluded.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

1. any consequential loss including penalties, loss of use of any property, delays, loss of market;
2. exposure to weather conditions where the property is not normally left in the open unless reasonable precautions have been taken to protect the property from those conditions;
3. interruption of the supply to the site of water, gas, electricity or any fuel;
4. theft by You or by Your employees;
5. fumes, gas, dust, smoke or pollution caused by industrial operations;
6. normal working, normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
7. action of micro-organisms, vermin including birds and possums or insects;
8. the inherent nature of the property, or exposure to natural sunlight and humidity;
9. pollution or contamination;
10. changes in artificially controlled temperature or atmosphere;
11. any additional cost of altering or modifying any part of Your refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigerant as required by the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth);
12. the cost of repairing or replacing faulty materials;
13. the cost of putting right faulty workmanship;
14. the cost of putting right work performed to a faulty or defective design plan or design specification;

15. the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design, plan or design specification;
16. mechanical, electrical or electronic breakdown unless there is burning out of an electric motor from the electric current therein. Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two (2) or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings.

The maximum we will pay for the burning out of an electric motor from the electric current therein is \$1,000;

17. electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
18. any of the exclusions listed in Section 18 – General Exclusions.

You are not covered for Loss to:

19. Buildings that are in the course of installation, construction, erection, testing or alteration except as provided by the 'Future Additions' Special Extension;
20. property in transit other than at premises owned or occupied by You;
21. standing timber, growing crops, livestock, trees, hedges, windmills, dams, canals, reservoirs (but not tanks), road or railway tunnels, railway bridges, docks, piers, wharves, any land including topsoil and backfill, unless specified in the Certificate;
22. Electronic Data processing systems (other than electronic control equipment associated with any manufacturing process or goods handling process or other similar process) and associated peripheral equipment including data media, software and records;
23. Loss or damage to any machine or Pressure Vessel that is caused by explosion, overheating, rupture, bursting, cracking, leakage, collapse of steam boilers, or pipes, or economisers or any other Pressure Vessels, due in each case to generated or applied fluid pressure within or without (excluding pressure caused by chemical explosion);
24. any refrigeration or air conditioning plant where Loss is as a result of any modification made to enable the plant to operate with a more ozone friendly refrigerant as required by the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth);
25. submersible pump/s or their motor/s more than 1.5 metres below ground.

5 SPECIAL EXTENSIONS AND CONDITIONS TO THIS SECTION

Future Additions

We will cover You for:

1. any new Building from the time construction starts until it is completely constructed; or
2. any additions or alterations being carried out to an existing insured Building;

PROVIDED THAT:

1. the maximum We will pay You under this extension is \$200,000 for new Buildings or \$50,000 for an existing insured Building, exclusive of GST;
2. cover under this extension will expire on the renewal date of this Policy that follows the completion of the Building unless You have advised Us of the new Building and it has been included in Your Certificate.

Removal of Debris

We will pay the cost to demolish and remove the debris including the contents following a loss for which a claim has been accepted.

The maximum We will pay You is ten percent (10%) of the Sum Insured of the Building or \$25,000, whichever is the greater.

Professional Fees

We will pay the reasonable and necessary costs of architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by Us.

The maximum We will pay is ten percent (10%) of the Sum Insured of the Building or \$15,000, whichever is the greater.

6 WHAT WE WILL PAY

Buildings and Fixed Plant

A – IF YOU ARE INSURED FOR "REPLACEMENT SUM INSURED"

If the Certificate shows cover for 'Replacement Sum Insured' We will pay the costs actually incurred up to the Sum Insured specified in the Certificate to rebuild or repair the damaged portion of Your Building as nearly as practicable to the same condition and extent that it was when new. We will use building materials and construction methods which are commonly used at the time of Loss.

Included in these costs are:

1. any additional amount if Government or Local Body by-laws require changes to be made;
2. any fee, contribution, or other charges payable to any statutory authority for the consent of repair or replacement of Your Farm Building.

B – IF YOU ARE INSURED FOR "INDEMNITY VALUE" OR "PRESENT VALUE"

If the Certificate shows cover for 'Indemnity Value' or 'Present Value' We will pay the cost to rebuild or repair the damaged portion of Your Building.

We will deduct a suitable allowance from Our payment for depreciation or deferred maintenance.

The maximum We will pay is the lesser of either the Sum Insured shown on the Certificate or the indemnity value of the damaged property immediately before the Loss.

PROVIDED THAT (Applicable to A and B):

1. You must ensure that the rebuilding or repairing is carried out promptly;
2. We will not pay more than the value of the Building at the time of the Loss in respect to B only;
3. if You do not rebuild or repair the Building We will only pay You the indemnity value immediately before the Loss, and the reasonable costs of demolition and removal of debris including contents;
4. if You have elected to build a smaller Building to Your existing one, then We will not pay more than the cost to rebuild to the smaller area one You have selected;
5. the maximum We will pay is the Sum Insured shown in the Certificate, or for Unspecified Farm Buildings, a maximum of \$10,000 for any one (1) Building;
6. the maximum We will pay for Unspecified Farm Improvements is the Sum Insured shown in the Certificate, but limited to \$5,000 for any one (1) item.

Power Poles

We will pay You the indemnity or present value of the Power Poles at the time of their Loss making a suitable allowance for fair wear and tear, depreciation and deferred maintenance.

The maximum We will pay is the Sum Insured shown in the Certificate.

Legal Cost – Mortgage

We will cover You for the legal costs associated with the necessary discharge of a mortgage or mortgages following settlement of a claim for a total Loss. We will pay this in addition to the total Loss settlement.

SECTION 6 – Farm Contents

This Section 6 – Farm Contents only forms part of the Policy when Farm Contents is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 6 – Farm Contents.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

AGRICULTURAL VEHICLE

‘Agricultural Vehicle’ means mobile machinery, implements and tractor attachments excluding sedans, station wagons, vans, hatchbacks, utilities, trucks, motorcycles, quad bikes, ATVs and anything that moves on rails or does not move solely on terra firma.

BALED HAY

‘Baled Hay’ means cut hay, straw, lucerne, silage including wrapped silage that has been baled, bagged or stacked that You own. If you have selected cover for Baled Hay, this will be shown in Your Certificate.

BALED WOOL OR WOOL

‘Baled Wool or Wool’ means Wool that has been graded and baled, which is not otherwise insured. If you have selected cover for Wool, this will be shown in Your Certificate.

CONTENTS

‘Contents’ means farm plant and machinery, farming tools and equipment (but not motor vehicles, motorcycles, aircraft, watercraft, and self-propelled or trailered or tractor drawn farm vehicles, or implements) and farm stores, CB/UHF radios, mobile telephones and tablets, packing materials, harvested produce including milk in farm vats, that You own. Harvested produce does not include Wool or hay in either a baled or un-baled state. Contents excludes Baled Hay, Drones, Farm Improvements (as defined under Section 5 – Farm Buildings), Livestock or Baled Wool.

DRONE

‘Drone’ means an unmanned aerial vehicle (‘UAV’) that is remotely controlled or can fly autonomously through software-controlled flight plans in their embedded systems working in conjunction with GPS.

FIXED PLANT AND MACHINERY

‘Fixed Plant and Machinery’ means contents of the building bolted, screwed, nailed or fastened to the building and not intended to be removed.

GOODS

‘Goods’ means farm Contents, Baled Hay, Drones, but only if they are specified in the Certificate. Goods does not mean items of Household Contents as defined in Section 14 – Contents of Dwelling, or Personal Effects as defined in Section 15 – Personal Effects.

INDEMNITY PERIOD

‘Indemnity Period’ means the period that starts with the Loss and ends no later than twelve (12) months afterwards during which Your farming operations are affected because of that Loss.

LIVESTOCK

‘Livestock’ means any animal that is part of Your farming production.

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

3 WHAT YOU ARE INSURED FOR

Farm Contents

We will cover You for Accidental Loss other than theft of the items in the Certificate whilst anywhere in Australia and happening during the Period of Insurance up to the Sum Insured, unless the Loss is excluded.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

1. any consequential loss including penalties, loss of use of any property, delays, loss of market;
2. Storm or water damage to defined Goods left in the open;
3. interruption of the supply to the site of water, gas, electricity or any fuel;
4. unexplained disappearances or shortages;
5. theft;
Note: refer to Section 7 – Farm Contents Theft.
6. fumes, gas, dust, smoke or pollution caused by industrial operations;
7. normal working, normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
8. action of micro-organisms, vermin including birds and possums or insects;
9. the inherent nature of the property, or exposure to natural sunlight and humidity, except with regard to spontaneous combustion of Baled Hay;
10. pollution or contamination;
11. changes in artificially controlled temperature or atmosphere;

12. any additional cost of altering or modifying any part of Your refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigerant as required by the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth);
 13. the cost of repairing or replacing faulty materials;
 14. the cost of putting right faulty workmanship;
 15. the cost of putting right work performed to a faulty or defective design plan or design specification;
 16. the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design, plan or design specification;
 17. mechanical, electrical or electronic breakdown unless there is burning out of an electric motor from the electric current therein.
Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two (2) or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings.
The maximum We will pay for the burning out of an electric motor from the electric current therein is \$1,000;
 18. electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
 19. Contents that are in the course of installation, construction, erection, testing or alteration;
 20. any of the exclusions listed in Section – 18 General Exclusions.
- You are not covered for Loss to:
21. property in transit other than at premises owned or occupied by You;
 22. property damaged as a result of it undergoing any Production Process where the damage is directly caused by the normal operation of that process;
 23. standing timber, growing crops, deer velvet, Livestock, trees, hedges, dams, canals, reservoirs (but not tanks), road or railway tunnels, road or railway bridges, docks, piers, wharves, any land including topsoil and backfill, unless specified in the Certificate;
 24. Electronic Data processing systems (other than electronic control equipment associated with any manufacturing process or goods handling process or other similar process) and associated peripheral equipment including data media, software and records;
 25. any machine or Pressure Vessel that is caused by explosion, overheating, rupture, bursting, cracking, leakage, collapse of steam boilers, or pipes, or economisers, or any other Pressure Vessels, due in each case to generated or applied fluid pressure within or without (excluding pressure caused by chemical explosion);
 26. any refrigeration or air conditioning plant where the Loss is as a result of any modification made to enable the plant to operate with a more ozone friendly refrigerant as required by the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth);

27. Fixed Plant and Machinery;
28. submersible pump/s or their motor/s;
29. semen, embryos or their ampoules or straws except when in a purpose built container;
30. Drone while physically in use for the purpose it was intended.

5 SPECIAL EXTENSIONS AND CONDITIONS TO THIS SECTION

Rewriting of Records

We will pay up to \$5,000 in addition to the Sum Insured, for the clerical cost actually incurred in the restoration of Your business records and books of account as a direct result of a Loss to Your farm buildings or their Contents insured under Section 5 – Farm Buildings, Section 6 – Farm Contents and Section 7 – Farm Contents Theft, or any other farm buildings or contents policies for which a claim has been accepted.

Fire Fighting Costs

We will pay up to \$20,000 in addition to the Sum Insured, for all costs incurred in fighting a fire that threatens to spread onto Your property or is on Your property including replenishing fire fighting equipment and wages but excluding wages of employees who are full time employees of a Fire Brigade. This benefit will not pay for any fines, penalties or liability incurred by You.

Employees' Clothing

We will pay up to \$5,000 any one (1) employee in addition to the Sum Insured to repair or replace employees' clothing and/or personal effects lost or damaged in fighting a fire that threatens to spread onto Your property or is on Your property. The maximum We will pay is \$20,000 for any one (1) event or claim in total.

Farming Interruption

We will cover You for any reasonable additional costs that You incur during the twelve (12) month Indemnity Period to maintain Your normal farming operations:

1. following a Loss to Your farm buildings or their Contents insured under Section 5 – Farm Buildings or Section 6 – Farm Contents, or any other farm buildings or contents policies for which a claim has been accepted;
2. following Accidental Loss to Your pastures by fire;
3. following Accidental Loss to Your Agricultural Vehicle and You have taken **Full Cover** or **Fire And Theft** insurance option under Section 16 – Private, Farm and Business Vehicle of the Policy for that vehicle and for which a claim has been paid.

You are not covered for any:

1. additional costs incurred in the repair or replacement of property;
2. costs arising from inadequate insurance under this Section or any other Section of this Policy;
3. any Excess imposed under this Section, another Section of this Policy or any other insurance policy.

Livestock and Goods in Transit

We will cover Your Livestock and Goods whilst they are being conveyed in any vehicle, including any trailer, and which arises as a direct result of an Accident during the Period of Insurance to the vehicle in which it is being transported anywhere in Australia.

We will cover You for:

1. Accidental Loss including Flood to farm Contents, Baled Hay, Wool, CB/UHF radios and mobile telephones if shown as insured in the Certificate;
2. Accidental death of Livestock or their intentional slaughter for humane purposes;
3. rejection by a licensed slaughter house of the carcass of any Livestock because of injury;
4. veterinary services administered to prevent the death of Livestock or for treatment where the death of Livestock still occurred, with a maximum of \$1,000;
5. costs incurred for the removal of debris, clearance of the site or reloading, with a maximum of \$5,000.

You are not covered for:

1. Loss of use of any Livestock;
2. theft.

Livestock Death by Dogs

We will cover You for the Accidental death of Livestock that You own.

PROVIDED THAT:

1. the death occurs during the Period of Insurance; and
2. the death is caused by injury inflicted by dogs that are not owned by You, Your Family or Your employees.

We will also cover You for veterinary fees that You reasonably and necessarily incur for treatment that is administered, relating to a claim We have accepted under this extension. The maximum We will pay for veterinary fees for any event is \$250.

Temporary Protection

We will pay up to \$5,000 in addition to the Sum Insured, the reasonable costs of temporary protection of Your farm buildings or farm Contents following Loss to Your farm buildings or farm Contents for which a claim has been accepted.

6 OPTIONAL EXTENSIONS AND CONDITIONS TO THIS SECTION

Where the Certificate shows these extensions to apply, We will cover You for:

Prevention of Access

We will cover You for the non collection of Your supply milk or other farm produce from Your farm as a result of Accidental Loss by natural disaster including, but not limited to, Flood to property, including roads and bridges in the vicinity of Your farm which shall prevent access to Your property whether or not Your property has been damaged.

The maximum We will pay is the amount shown on the Certificate.

Contamination and/or Spoilage

We will cover You for Accidental Loss to Your supply milk, that is caused by:

1. contamination, resulting in rejection by Your dairy company;
2. spoilage or deterioration following an Accident to Your refrigeration machinery or its controls, electrical switchboards or reticulation.

Dairy Company Reimbursement

We will cover You for the amount You are required to pay to Your dairy company for costs incurred by Your dairy company for additional testing, loss of value of tanker load (other than value of Your own milk), segregation, extra transport and processing or disposal of the contaminated milk consignment following a positive testing for milk tanker antibiotic contamination.

The maximum We will pay is the amount shown on the Certificate.

Tax Audit

A - IF YOU ARE INSURED FOR "TAX AUDIT COSTS"

If the Certificate shows You are insured for 'Tax Audit Costs' We will pay for accountant fees You incur with Our consent when Your farm business taxation affairs are audited by the Australian Taxation Office ('ATO').

B - IF YOU ARE INSURED FOR "TAX AUDIT AND RISK REVIEW COSTS"

If the Certificate shows You are insured for 'Tax Audit and Risk Review Costs' We will pay for accountant fees You incur with Our consent when Your farm business taxation affairs are audited by the ATO. We will also pay for accountant fees You incur with Our consent for a Risk Review or Comprehensive Risk Review from the ATO, relating to any return legally required to be and actually lodged with an Australian Commonwealth, Federal or State government or government authority or government agency.

PROVIDED THAT (Applicable to A & B):

1. You must notify Us as soon as reasonably practicable upon becoming aware that a tax audit or Risk Review is to be carried out;
2. instruct Your lawyer, accountant or tax agent to provide Us with all the relevant documents and information in relation to Your claim.

The maximum We will pay is the amount shown on the Certificate.

We will not pay for any professional fees incurred in connection with (applicable to A & B):

1. any audit, Risk Review or Comprehensive Risk Review that relates to criminal activity or which results in criminal conviction;
2. any fines, penalties or taxation adjustments;
3. audit, Risk Review or Comprehensive Risk Review that You were aware of or should have been aware of prior to commencement of this Policy;
4. any fees associated with the normal maintenance and upkeep of Your farming business accounts, returns, taxation or financial records as required by any relevant legislation;
5. any audit, Risk Review or Comprehensive Risk Review not commenced during the Period of Insurance;

6. any returns not prepared by a lawyer, an accountant or a registered tax agent;
7. Your unreasonable refusal to comply with a request by the ATO for information of the production of document;
8. Your personal taxation affairs;
9. any fees incurred more than six (6) months after the commencement of the audit, Risk Review or Comprehensive Risk Review unless You can show that completion has been delayed as a result of the conduct of the auditor or investigator.

7 WHAT WE WILL PAY

Farm Contents

We will pay You the cost to repair or replace the Contents as nearly as practicable to the same condition and extent that it was when new.

PROVIDED THAT:

1. You must ensure that the replacement or repair is carried out promptly;
2. the maximum We will pay is the Sum Insured shown in the Certificate;
3. We will not pay more than the indemnity value of any Contents until the cost of repair or replacement is actually incurred.

Baled Hay

1. We will pay You the cost to replace the Baled Hay of similar quality;
2. We will also pay You any reasonable cost of cartage if You replace the hay.

PROVIDED THAT:

1. You must ensure that the replacement is carried out promptly;
2. the maximum We will pay is the Sum Insured for Baled Hay shown in the Certificate.

Wool

We will pay You the indemnity or present value of the Wool at the time of Loss.

The maximum We will pay is the Sum Insured for Wool shown in the Certificate.

Farming Interruption

We will pay You all reasonable additional costs that You have incurred to maintain Your normal farming operations.

We will also pay reasonable fees incurred by You in preparing Your claim.

You must support Your claim with full documentation and/or accounts prepared by Your accountant.

The maximum We will pay is \$10,000 unless a greater amount is shown in the Certificate.

Livestock and Goods in Transit

We will pay You:

1. the cost to repair or replace Goods damaged less a suitable allowance for depreciation or fair wear and tear;
2. the fair market value of the Livestock but limited to \$2,000 any one (1) animal;
3. the maximum We will pay is \$20,000 for any one (1) event or claim in total, unless a higher amount is shown in the Certificate.

Where the items or Livestock are owned by You, in Your custody or control, or of another person or carrier:

1. the driver must be licensed to operate the vehicle;
2. You or Your driver must not be under the influence of intoxicating liquor or drugs. This does not apply where theft or conversion of the vehicle occurs;
3. We will act to recover any amount that You would be entitled to under common law or any Carriage of Goods legislation.

Livestock Death by Dogs

We will pay You the fair market value of the Livestock.

The maximum We will pay is limited to \$2,000 any one (1) animal and \$5,000 in total, in any one (1) Period of Insurance.

SECTION 7 – Farm Contents Theft

This Section 7 – Farm Contents Theft only forms part of the Policy when Farm Contents Theft is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 7 – Farm Contents Theft.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

BALED HAY

'Baled Hay' means cut hay, straw, lucerne, silage including wrapped silage that has been baled, bagged or stacked that You own.

BALED WOOL OR WOOL

'Baled Wool' or 'Wool' means wool that has been graded and baled, which is not otherwise insured.

CONTENTS

'Contents' means farm plant and machinery, farming tools and equipment (but not motor vehicles, motorcycles, aircraft, watercraft, and self-propelled or trailered or tractor drawn farm vehicles, or implements) and farm stores, CB/UHF radios, mobile telephones and tablets, packing materials, harvested produce including milk in farm vats, that You own. Contents is extended to include, for the purpose of this Section, Baled Hay. Contents excludes Drones, Farm Improvements (as defined under Section 5 – Farm Buildings), Livestock (as defined in Section 6 - Farm Contents) or Baled Wool.

DRONE

'Drone' means an unmanned aerial vehicle ('UAV') that is remotely controlled or can fly autonomously through software-controlled flight plans in their embedded systems working in conjunction with GPS.

FARM BUILDINGS

'Farm Buildings' has the same meaning as defined in Section 5 – Farm Buildings.

FIXED PLANT AND MACHINERY

'Fixed Plant and Machinery' means contents of the building bolted, screwed, nailed or fastened to the building and not intended to be removed.

MONEY

'Money' means cash or negotiable securities used in the farming business.

YOU

'You' is extended to include, for this purpose of this Section of the Policy, Your employees and Family.

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

3 WHAT YOU ARE INSURED FOR

Farm Contents

We will cover You for Accidental Loss during the Period of Insurance up to the Sum Insured by theft of the items in the Certificate:

1. from Your property; or
2. anywhere else in Australia but only following forcible entry causing physical damage or threat of violent entry to a locked building or a locked vehicle.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for Loss by:

1. any consequential loss including penalties, loss of use of any property, delays, loss of market;
2. theft by You;
3. unexplained disappearances or shortages;
4. any of the exclusions listed in Section 18 – General Exclusions.

You are not covered for Loss to:

5. standing timber, deer velvet, livestock, hedges unless specified in the Certificate;
6. Money, negotiable securities and instruments, stamps, documents, redeemable vouchers and tokens, franking machine credits, and manuscripts;
7. Fixed Plant and Machinery.

5 SPECIAL EXTENSIONS AND CONDITIONS TO THIS SECTION

We will pay the benefits for the extensions in this Section even if the Sum Insured for Farm Contents Theft has otherwise been exhausted.

Stolen Keys

If You suffer Loss by burglary/theft of any key or equivalent device or combination to Your Farm Buildings or believe on reasonable grounds (as determined by Us) that the keys have been copied without Your permission, We will pay the reasonable and necessary cost of altering or replacing the locks and keys. The maximum We will pay is \$3,000.

Temporary Protection

If Your Farm Buildings are damaged as a result of theft or attempted theft, We will pay the reasonable and necessary cost of temporary protection and safety of the Farm Buildings until they are repaired or replaced. The maximum We will pay is \$5,000.

Money

We Will cover You for Loss of Money by burglary/theft.

The maximum We will pay is \$2,000.

You are not covered for:

1. Loss due to shortages resulting from clerical or accounting errors, or due to errors in receiving or paying out;
2. any Loss covered under Section 14 – Contents of Dwelling;
3. any Loss not discovered within seven (7) days of the Loss occurring;
4. any Loss from unattended vehicle;
5. any Loss whilst it is in the possession of a financial institute or professional money handler.

6 WHAT WE WILL PAY

We will pay You the cost to repair or replace the property as nearly as practicable to the same condition and extent that it was when new.

PROVIDED THAT:

1. You must ensure that replacement or repair is carried out promptly;
2. the maximum We will pay for Baled Hay is \$5,000, unless a higher amount is shown in the Certificate for Baled Hay;
3. We will not pay more than the indemnity value of any Contents until the cost of repair or replacement is actually incurred;
4. the maximum We will pay for any one (1) event is the Sum Insured shown in the Certificate.

SECTION 8 – Machinery Breakdown and Refrigerated Stock

This Section 8 – Machinery Breakdown and Refrigerated Stock only forms part of the Policy when Machinery Breakdown and Refrigerated Stock is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 8 – Machinery Breakdown and Refrigerated Stock.

PART ONE: MECHANICAL, ELECTRICAL AND ELECTRONIC BREAKDOWN

1 WHAT YOU ARE INSURED FOR

Under Part One We will cover You for Accidental Loss happening during the Period of Insurance up to the Sum Insured and which causes the breakdown of mechanical, electrical or electronic:

1. plant;
2. machinery;
3. apparatus;

that is listed in the Certificate, where the Loss causes breakdown and stoppage, and repairs are required before normal working can be resumed.

We will also cover You for the replacement of refrigerant that is lost from any insured item because of its breakdown, where a valid claim is payable under this Section.

2 WHAT THIS INSURANCE DOES NOT COVER

Under Part One You are not covered for:

1. Losses that are insured or able to be insured under Section 5 – Farm Buildings and Section 6 – Farm Contents;
2. foundations and masonry;
3. exchangeable and replaceable parts and tools;
4. belts, dies, moulds, ropes, wires, chains, stamps, fuses, brushes, batteries, coatings or engravings on cylinders and rolls, flexible pipes, parts made of glass, rubber, textile or synthetic, felts, sieves, fabrics or electrical contacts;
5. lighting, heating elements or protective devices;
6. operating media such as fuels, chemicals, catalysts, filter substances, heat transfer media, cleansing agents, lubricants;
7. rust, corrosion, oxidation, wearing away or wearing out of any part, gradual deterioration or changes in normal atmospheric conditions;
8. faults that You or Your employees knew about prior to the commencement of this Section;
9. Losses recoverable under a maintenance contract, warranty or guarantee;

10. damage resulting from experiments, testing or prior to successful commissioning;
11. damage resulting from the direct application of any tool or process in the course of maintenance, inspection, repair, alteration, modification or overhaul;
12. scratching of painted or polished surfaces;
13. wasting or wearing away or wearing out of any part caused by or naturally resulting from ordinary use or working;
14. alterations, additions, improvements, overhauls, or maintenance;
15. provisional repairs unless such repairs form part of the final repairs and do not increase the total repair costs;
16. vehicles and mobile plant, drawn equipment and their attachments or accessories unless otherwise stated in the Certificate;
17. the additional cost of altering or modifying any part of any refrigeration or air conditioning plant to enable the plant to operate with a more ozone friendly refrigeration pursuant to the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth);
18. Loss or damage to any part of any refrigeration or air conditioning plant where the Loss or damage is attributable to any alteration or modification made to enable the plant to operate with a more ozone friendly refrigeration pursuant to the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth).
PROVIDED THAT:
This will not apply to any plant in respect of which the alteration or modification has been notified to Us and We have agreed in writing to continue this cover knowing of this alteration or modification;
19. consequential loss of any kind whatsoever;
20. any electrical or mechanical machinery or plant below ground level (apart from submersible pumps or motors in a dairy shed) except where insured as a specified item in the Certificate;
21. the cost of removal of machinery from the borehole, deep well/s or reinstallation therein for any amount that exceeds \$3,000 before the application of the Excess specified in the Certificate;
22. breakdown of below ground turbine pump/s or motor/s (apart from below ground pump/s or motor/s actually in a dairy shed) unless such pump/s or motor/s are fitted with an effective pressure/flow cut out switch to monitor the normal pumping pressure;
23. any unattended engine/s unless such engine/s are fitted with an effective automatic safety monitoring device and such device stops the engine in the event of a lubrication or cooling failure;
24. plant which is operated outside the limits specified by the manufacturer;

25. any of the exclusions listed in Section 18 – General Exclusions;
26. the Excess specified in the Certificate.

3 SPECIAL EXTENSION AND CONDITION TO YOUR INSURANCE

Electronic Data

Under Part One, We will pay You the reasonable cost to reinstate the data media and data lost or destroyed as a result of breakdown of electronic apparatus insured under this Section of the Policy.

However We will not pay for replacement of software for which You do not hold a licence or authority for use.

The maximum We will pay under this extension is \$10,000.

PART TWO: DETERIORATION OF REFRIGERATED STOCK, SEMEN AND EMBRYOS

4 WHAT YOU ARE INSURED FOR

Under Part Two We will cover:

1. the deterioration of Your refrigerated stock if it deteriorates to the point where it cannot be used for the purpose for which it was intended as a result of the rise or fall in temperature of the refrigerated cabinet/s or chamber/s arising from Accidental Loss or electrical breakdown to the refrigeration machinery and where such Loss would normally be covered under Part One of this Section;
2. sudden leakage of refrigerant from the refrigeration machinery or pipe systems forming part of the refrigeration machinery occurring during the Period of Insurance;
3. the deterioration of Your frozen semen straws or embryos caused by a rise or fall in temperature due to failure of the freezing system;
4. a sudden and unforeseen failure of the public power supply occurring during the Period of Insurance;
5. any additional expenses reasonably incurred by You to reduce the Loss by transferring the goods to alternative storage.

5 WHAT THIS INSURANCE DOES NOT COVER

Under Part Two You are not covered for:

1. Losses arising from any electrical supply authority withholding or restricting the electricity supply where prior notice has been given;
2. Losses arising from any disease, inherent defect, natural putrefaction or fermentation;
3. Losses arising from improper storage or improper packing materials;
4. any consequential loss including penalties, delays or loss of market;
5. contamination by any substance or living organism;
6. gradual deterioration;
7. semen or embryos failing to meet quality standards, unless caused by a failure of the freezing system;
8. any of the exclusions listed in Section 18 – General Exclusions;
9. the Excess specified in the Certificate.

6 SPECIAL EXTENSION AND CONDITION TO YOUR INSURANCE

Under Part Two We will extend cover to include Your refrigerated stock as a result of:

1. contamination by refrigerant into the storage chamber resulting directly from the escape of the refrigerant from the refrigeration plant, other than by leakage;
2. the failure of fuses and overload devices protecting the refrigeration machinery in its operation.

7 WHAT WE WILL PAY

PART ONE

Under Part One, where there is not a total Loss:

1. We will pay You the cost of restoring the plant/machinery/apparatus to normal working order including:
 - a. cost of replacement parts;
 - b. labour charges and transport costs at ordinary rates;
 - c. reasonable labour and hire charges for the installation and removal of loan equipment;
 - d. the cost of dismantling and re-erection;
 - e. customs duty and taxes;
 - f. charges for overtime and work on public holidays limited to a maximum twenty-five percent (25%) of the Sum Insured for the item or \$10,000, whichever is the lesser.
2. We may make a deduction from the claim for any damaged parts which have been replaced, but retain a value.

Under Part One, in the case of a total Loss:

1. an item is deemed a total Loss if the cost of the repairs exceeds the present market value of that item;
2. We will pay You the replacement cost of electric motor/s and pump/s if not more than five (5) years old, or in the case of all other items, We will pay the value of the item at the time of its Loss, which will be based on the replacement value less ten percent (10%) for depreciation for each year of the age of the electric motor/s and pump/s. In no case will Your contribution exceed eighty percent (80%) before applying the Excess;
3. We will also pay for the cost of dismantling the damaged machinery and the costs of delivering and erecting a replacement item including reasonable labour and hire charges for the installation and removal of loan equipment.

In all cases the maximum We will pay is the Sum Insured shown in the Certificate.

PART TWO

Under Part Two We will pay You the cost of replacing Your stock immediately prior to the Accident or at Our option We may replace the refrigerated goods.

The maximum We will pay is the Sum Insured shown in the Certificate.

SECTION 9 – FIRE: Fencing, Farm Machinery and Sundry Items

This Section 9 – FIRE: Fencing, Farm Machinery and Sundry Items only forms part of the Policy when FIRE: Fencing, Farm Machinery and Sundry Items is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 9 – FIRE: Fencing, Farm Machinery and Sundry Items.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

FENCES

'Fences' means internal fences, boundary fences and shared fences. Fences also means electric fences, transformers and energisers, and gates that are erected and used in association with that fence.

Fences does not mean:

1. domestic fences and gates;
2. stock yards attached to buildings.

LIVE HEDGES, LIVE SHELTER BELTS, ARTIFICIAL WINDBREAKS

'Live Hedges', 'Live Shelter Belts', 'Artificial Windbreaks' means the specific items that are shown in the Certificate and are owned by You.

VEHICLE

'Vehicle' means the vehicle, machinery, implements, tractor attachment, trailer or any other item/s whose details are shown in the Certificate.

2 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss happening during the Period of Insurance up to the Sum Insured to Your property, as detailed in the Certificate, by any of the following causes:

1. fire, explosion or lightning;
2. earthquake;
3. malicious acts or vandalism not committed by You, any member of Your Family, Your employee or Your tenant,
4. riot, labour disturbance or civil commotion;
5. impact by aircraft or any other aerial or spatial device or article dropped from them;
6. impact by a falling tree or branch of a tree;
7. impact by a falling television or communications antenna, tower, mast or dish;
8. Storm damage to Vehicles only whilst stored in a farm building;
9. impact by Vehicles in respect of Fences only.

3 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

1. any consequential loss whatsoever including penalties, loss of use of any property, delays, loss of market;
2. interruption of the supply to the site of water, gas, electricity or any fuel;
3. unexplained disappearances or shortages;
4. fumes, gas, dust, smoke, pollution or contamination;
5. normal working, normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
6. action of micro-organisms, vermin including birds and possums or insects;
7. the inherent nature of the property, or action of light;
8. changes in artificially controlled temperature or atmosphere;
9. the cost of repairing or replacing faulty materials;
10. the cost of putting right faulty workmanship;
11. the cost of putting right work performed to a faulty or defective design plan or design specification;
12. the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design plan or design specification;
13. mechanical, or electrical or electronic breakdown;
14. any of the exclusions listed in Section 18 – General Exclusions.

You are not covered for Loss to:

15. contents that are in the course of installation, construction, erection, testing or alteration;
16. property in transit other than at premises owned or occupied by You unless stated otherwise in the Certificate;
17. property damaged as a result of it undergoing any Production Process where the damage is directly caused by the normal operation of that process;
18. Electronic Data processing systems (other than electronic control equipment associated with any manufacturing process or goods handling process or other similar process) and associated peripheral equipment including data media, software and records;
19. any machine or Pressure Vessel that is caused by explosion, overheating, rupture, bursting, cracking, leakage, collapse of steam boilers, or pipes, or economisers, or any other Pressure Vessels, due in each case to generated or applied fluid pressure within or without (excluding pressure caused by chemical explosion);
20. any refrigeration or air conditioning plant where the Loss is as a result of any modification made to enable the plant to operate with a more ozone friendly refrigerant as required by the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth).

4 WHAT WE WILL PAY

Fences

A IF YOU ARE INSURED FOR "REPLACEMENT SUM INSURED"

If the Certificate shows cover for 'Replacement Sum Insured' We will pay the costs actually incurred up to the Sum Insured specified in the Certificate to reinstate or repair the damaged portion of the Fence as nearly as practicable to the same condition and extent that it was when new. Included in these costs is the cost to demolish and remove the debris.

B IF YOU ARE INSURED FOR "INDEMNITY VALUE" OR "PRESENT VALUE"

If the Certificate shows cover for 'Indemnity Value' or 'Present Value' We will pay the cost to reinstate or repair the damaged portion of the Fence. Included in these costs is the cost to demolish and remove the debris. We will deduct a suitable allowance from Our payment for depreciation or deferred maintenance.

PROVIDED THAT:

1. You must ensure that the reinstating or repairing of the Fence is carried out promptly;
2. We will not pay more than the value of the Fence at the time of the Loss and in respect to A above only until the cost of reinstating the Fence is actually incurred;
3. if You do not reinstate or repair the Fence We will only pay You the indemnity value immediately before the Loss, and the reasonable costs of demolition and removal of debris;
4. if You have elected to cover material costs only, then Our settlement under A or B will only take into account the cost of the materials;
5. if You have elected B (indemnity value) the maximum We will pay is the lesser of either the Sum Insured shown in the Certificate or the indemnity value of the damaged property immediately before the Loss.

Live Hedges, Live Shelter Belts

We will pay You the total cost actually incurred up to the Sum Insured specified in the Certificate to:

1. remove and clear the damaged trees;
2. prepare the area for replanting; and
3. replacement seedlings for the damaged trees only.

Other than Fences, Live Hedges and Live Shelter Belts

We will pay You the cost to repair or replace the property. We will deduct a suitable allowance from Our payment for depreciation or fair wear and tear.

The maximum We will pay is the lesser of either the Sum Insured shown in the Certificate or the indemnity value of the damaged property immediately before the Loss.

SECTION 10 – FIRE: Livestock

This Section 10 – FIRE: Livestock only forms part of the Policy when Livestock is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 10 – FIRE: Livestock.

1 DEFINITIONS

The following definition applies to this Section of the Policy only.

LIVESTOCK

'Livestock' means any animal that is part of Your farming production except for dogs or pets.

2 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss happening during the Period of Insurance to any of Your Livestock as stated in the Certificate, by any of the following causes:

1. fire;
2. electrocution;
3. lightning;
4. earthquake;
5. smothering resulting from fire, electrocution or lightning;
6. theft;
7. impact by vehicles.

This Section is extended to cover Loss to Livestock caused by Storm damage whilst the Livestock is housed in a building. This DOES NOT include rain or water damage unless the Storm has caused an opening in the building.

3 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for Loss by:

1. any consequential event including penalties, loss of use of any property, delays, loss of market;
2. interruption of the supply to the site of water, gas, electricity or any fuel;
3. unexplained disappearances or shortages;
4. fumes, gas, dust, smoke, pollution or contamination;
5. the inherent nature of the Livestock;
6. changes in artificially controlled temperature or atmosphere;
7. any of the exclusions listed in Section 18 – General Exclusions.

You are not covered for Loss to Livestock:

8. injured or damaged as a direct result of it undergoing any treatment or process;
9. from any illness or disease.

4 SPECIAL EXTENSIONS AND CONDITIONS TO THIS SECTION

We will pay the benefits for the extensions in this Section even if the Sum Insured amount shown in the Certificate has otherwise been exhausted, unless stated otherwise.

Veterinary Fees

We will pay for veterinary services administered to prevent death to Your animal/s or for treatment where death still occurred.

We will also pay for the humane destruction of Your Livestock if deemed necessary by the attending veterinary practitioner after Your Livestock has been injured as a direct result of a Loss covered under this Section.

The maximum We will pay is \$5,000.

Disposal

We will pay the reasonable cost of disposing of any insured Livestock that has died as a direct result of a Loss covered under this Section and a claim has been accepted.

The maximum We will pay is \$5,000.

Inability to Milk

We will cover Your dairy cow if it is unable to be milked as a direct result of a Loss covered under this Section.

We will pay the fair market value of the Livestock less salvage.

This extension does not apply over and above the Sum Insured shown in the Certificate.

5 WHAT WE WILL PAY

We will pay You the fair market value of the Livestock.

The maximum We will pay for theft of Livestock in any one (1) event is \$5,000 unless a greater amount is shown under 'Theft of Livestock' in the Certificate.

The maximum We will pay for theft of Livestock in any one (1) Period of Insurance is \$10,000 or the Sum Insured shown under 'Theft of Livestock' in the Certificate, whichever is the greater.

SECTION 11 – Farm Working Dogs

This Section 11 – Farm Working Dogs only forms part of the Policy when Farm Working Dogs is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 11 – Farm Working Dogs.

1 DEFINITIONS

The following definition applies to this Section of the Policy only.

DEATH

'Death' means death that is caused by Accident, disease or illness.

2 WHAT YOU ARE INSURED FOR

We will cover Your farm working dogs against Death happening during the Period of Insurance.

3 SPECIAL EXTENSION TO THIS SECTION

Veterinary fees

We will pay for veterinary services administered to prevent the Death of Your ill or injured dog or for treatment where the Death of the dog still occurred. We will also pay for the humane destruction of Your dog if deemed necessary by the attending veterinary practitioner.

The maximum We will pay for all veterinary services is \$500.

4 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for:

1. intentional slaughter unless carried out to end incurable suffering of the dog, and certified by a qualified veterinarian;
2. any dog under six (6) months or aged over nine (9) years;
3. Death of a dog used for any purpose other than farming at the time of its Death. Farming will include participation in dog trials and droving in connection with Your own farming operation;
4. any surgical operation or inoculation other than when it is necessary because of an Accident, disease or illness which occurs during the period of this Policy;
5. any Loss or damage arising directly or indirectly as a result of infectious disease, where an infectious disease is defined as Highly Pathogenic Avian Influenza or any diseases declared to be Listed Human Diseases under the *Biosecurity Act 2015* (Cth) or any subsequent amendments to, or versions of this Act;

6. any Loss or damage arising directly or indirectly as a result of a communicable disease being a disease which can be transmitted by means of any substance or agent either directly or indirectly from any organism to another organism which disease, substance or agent can threaten damage to human and/or livestock health and/or welfare;
7. any of the exclusions listed in Section 18 – General Exclusions.

5 SPECIAL CONDITIONS TO THIS SECTION

You must tell Us as soon as You know of the Death of any dog.

You will need to provide to Us:

1. a written statement confirming the probable cause of Death and a veterinary certificate if required by Us;
2. any proof of identity We may require, and any other information relating to the circumstances surrounding the Death of any dog that We ask for.

You must retain the dog's body. If We wish to inspect it We will advise You within five (5) working days from the day You advised Us of the Loss.

6 WHAT WE WILL PAY

We will pay You the fair market value of the dog before its Death up to the maximum of the Sum Insured specified in the Certificate.

SECTION 12 – Farmers' Liability

This Section 12 – Farmers' Liability only forms part of the Policy when Farmers' Liability is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 12 – Farmers' Liability.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

AGRICULTURAL PLANT AND MACHINERY

'Agricultural Plant and Machinery' means tractors, tractor attached or drawn implements, farm motorcycles including four (4) wheelers, harvesting equipment, land and soil preparation equipment, earth moving equipment, loading and unloading equipment and other farming equipment but excluding other vehicles such as cars, trucks, utilities or four (4) wheel drive vehicles.

AIRCRAFT

'Aircraft' means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space other than model aircraft or Drone.

DRONE

'Drone' means an unmanned aerial vehicle ('UAV') that is remotely controlled or can fly autonomously through software-controlled flight plans in their embedded systems working in conjunction with GPS.

FARMING OPERATIONS

'Farming Operations' means Your normal regular farming activities including:

1. exhibitions and competitions at shows;
2. the ownership or use of any Agricultural Plant and Machinery (except watercraft over 7.5 metres in length or Aircraft) provided that it is used only for Your own farming operations or Occasional Farm Contracting;
3. any other business operations declared by You and allowed by Us and shown in the Certificate.

GENETICALLY MODIFIED ORGANISMS

'Genetically Modified Organisms' means anything containing transgenic material.

HOMESTAY OR FARM HOSTING

'Homestay' or 'Farm Hosting' means supplying accommodation and/or meals to paying guests including farm tours and normal farming activities but NOT those excluded activities shown in the Optional Extension 'Homestay or Farm Hosting'.

OCCASIONAL FARM CONTRACTING

'Occasional Farm Contracting' means farm contracting activities provided to others by You which are incidental to and consistent with Your farming business and which generate a maximum of \$100,000 or twenty percent (20%) of Your combined annual turnover (whichever is the lesser) and does not involve the use of explosives.

OCCURRENCE

'Occurrence' means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or advertising injury which You neither expected nor intended to happen.

All events of a series consequent on or attributable to one (1) source or original case are deemed one (1) occurrence.

All advertising injury arising out of the same injurious material or act (regardless of frequency or repetition, the number and kind of media used and the number of claimants) are deemed one (1) occurrence.

PERSONAL INJURY

'Personal Injury' means:

1. bodily injury, death, sickness, disease;
2. disability, shock, fright or mental anguish sustained by any person;
3. false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation;
4. wrongful entry, eviction or other invasion of right of privacy;
5. defamation, libel, slander, unless arising out of advertising injury;
6. assault and battery not intentionally committed by You or at Your direction unless so directed for the purpose of preventing or eliminating danger to persons or property.

PROPERTY DAMAGE

'Property Damage' means:

1. Loss or destruction of tangible property including loss of use of tangible property;
2. loss of use of tangible property which has not been physically lost or destroyed or damaged.

YOU

'You' is extended to include, for the purposes of this Section, employees and Family.

PART ONE: PUBLIC LIABILITY

2 WHAT YOU ARE INSURED FOR

Under Part One, We will cover Your legal liability for claims in respect of:

1. Property Damage to the property of others;
2. Personal Injury to others, except You;

which occurs anywhere in Australia during the Period of Insurance and which arises from Your Farming Operations.

We will also pay Your costs and expenses that are recovered from You by any claimant or incurred by You with Our consent.

The maximum We will pay under this Section is the Sum Insured shown in the Certificate.

3 WHAT THIS INSURANCE DOES NOT COVER

Under Part One, We will not cover You for any claim made against You:

1. that arises from or is connected with products or goods (including food and drink) or any other commodities that You sell or supply. Note: Cover for this is provided for under Part Two of this Section;
2. for vibration or the removal or weakening or interference with the support of land or buildings;
3. for any liability in respect to Property Damage to property owned by You, leased or rented to You, or in Your physical or legal control, other than property described in 'Special Extensions and Conditions to Your Insurance' of this Section of the Policy under the heading 'Property in Physical or Legal Control';
4. for any liability arising from Personal Injury or Property Damage directly or indirectly caused by pollution or contamination or for the cost of removing, nullifying or cleaning up polluting or contaminating substances. However, We will cover You for liability arising from Personal Injury or Property Damage during the Period of Insurance and in connection with the business directly caused by pollution or contamination if the Occurrence giving rise to the pollution or contamination:
 - a. is sudden and accidental;
 - b. takes place during the Period of Insurance;
 - c. is clearly identifiable;
 - d. is confined to one (1) specific location; and
 - e. all reasonable remedial action is immediately taken by You upon discovery.

4 SPECIAL EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

The following extensions automatically apply if You have cover under Part One of this Section.

Property in Physical or Legal Control

Exclusion 3 of this Section will not apply to Your legal liability for claims as a result of physical Loss or damage to property which is used, stored or agisted by You in connection with Your Farming Operations for:

1. animals which are not owned, leased or rented by You;

2. a vehicle in Your physical or legal control, but only where the Property Damage occurs in a car park that You own or operate, providing You do not receive payment from drivers or owners of the vehicles parked;
3. other property which is not owned by You but is in Your physical or legal control, which You are not required to insure under a contract or agreement.

This extension does not apply for any claims made against You arising from Your liability for Property Damage to that part of any property upon which You are or have been working where the Property Damage arises from Your work, or the cost of performing, completing, correcting or improving any work undertaken by You.

The maximum We will pay for any claim or series of claims that arise from one (1) Occurrence during any one Period of Insurance is:

1. \$250,000 in respect of property other than animals;
2. \$100,000 in respect of animals but limited to \$10,000 any one (1) animal.

Cross Liability

Where You comprise more than one (1) legal entity each entity will be treated as though separate policies had been issued in separate names.

PROVIDED THAT:

Our liability will not be altered or increased by this extension or exceed the Sum Insured shown in the Certificate for this Policy for any Occurrence or Period of Insurance.

Share Farmer/Milker or Employee

We will cover Your legal liability that arises where You cause Loss to the property of Your share farmer/milker including any member of his/her Family and including their employees provided You have an interest as principal or trustee.

Personal Liability of Others

We will cover the legal liability of any director, executive officer, trustee, shareholder or employee where they are acting within the scope of that capacity and they become personally liable arising from Your Farming Operations.

Roadside Grazing

We will cover Your legal liability that arises from the roadside grazing of animals.

Public Road Fences

We will cover Your legal liability in respect of the erection of a temporary fence on a public road outside Your farm, provided You have received written agreement from Your Local Authority.

Overseas Visits

We will cover Your legal liability for claims as a result of an Occurrence arising during overseas visits on farm business by You or by Your employees on Your behalf, that occurs during the Period of Insurance.

This extension does not apply to overseas visits to the United States of America and/or Canada where You undertake any manual work.

Moral Obligation – Animals

We will cover You for Accidental Loss during the Period of Insurance to the property of others anywhere in Australia as a result of Your:

1. stock trespassing;
2. stock escaping;
3. stock being driven;
4. dogs;

while Your animals are under Your control, or some other person/s with Your permission, including employees.

PROVIDED THAT:

1. We will only provide the cover under this extension if there is no other insurance in force covering the property of others;
2. You must take reasonable care to see that all Your gates are properly closed and fastened and that all Your fences are sound and in a fit state of repair;
3. You must also take all reasonable precautions to prevent Property Damage of others;
4. You must tell Us as soon as possible following an Accident of the likelihood of a possible claim under this extension;
5. You will need to consult with Us and We will decide whether We will meet the claim as made by the other person;
6. You are to forward Your payment to Us for the amount of the Excess shown in the Certificate as soon as reasonably practicable;
7. We will pay the fair market value of any property damaged after deducting any salvage or the reasonable costs actually incurred to have the property repaired;
8. the maximum We will pay for any claim or series of claims that arise from one (1) source is \$5,000.

We will not cover You for:

1. legal liability or where liability is assumed by agreement;
2. any Loss to any vehicle comprehensively insured (full cover) other than for any Excess or no claims discount imposed by an insurer;
3. intentional slaughter unless carried out to end incurable suffering of the animal, and certified by a qualified veterinarian as such;
4. any legal costs;
5. any consequential loss whatsoever including loss of use.

Landlord's liability

We will cover Your legal liability for direct compensation as a result of Property Damage or Personal Injury arising in connection with Your legal ownership, but not physical occupation, of any farming situation shown in the Certificate.

Advertising Injury

We will cover Your legal liability for injury arising out of:

1. defamation;
2. any breach of the misleading or deceptive conduct provisions of the *Competition and Consumer Act 2010* (Cth) or any Fair Trading or similar legislation of any country, state or territory;
3. unfair competition, piracy, idea misappropriation contrary to the implied contract;

4. invasion of privacy; caused by or arising out of Your advertising activities, including any advertisement, publicity article, broadcast or telecast.

We will not pay You for advertising injury:

1. resulting from statements made by You or under Your direction where You knew or suspected the statement or any part of the statement was false;
2. resulting from failure to perform any obligation pursuant to any contract, other than claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
3. resulting from incorrect description of products, goods or services;
4. resulting from any mistake in advertised price of products, goods or services;
5. resulting from failure of Your products, goods or services to conform with advertised performance, quality, fitness or durability;
6. if Your principal occupation or business is advertising, broadcasting, publishing or telecasting.

5 OPTIONAL EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

Under Part One, the following optional extensions only apply when shown in the Certificate, and an extra premium is paid.

Homestay or Farm Hosting

We will cover Your legal liability under Part One of this Section for claims as a result of an Occurrence happening during the Period of Insurance and arising from Your operation involving Homestay or Farm Hosting of members of the public.

PROVIDED THAT We will not cover:

1. more than the Sum Insured shown in the Certificate – Public Liability;
2. any activity involving abseiling, aquaplaning, flying in any Aircraft, motorcycling, powerboating, water skiing, rock climbing, mountaineering or use of any flying fox, or horse riding of any description.

Aerial Spraying

We will cover Your legal liability in respect of an Occurrence resulting from the spraying of chemicals from an Aircraft conducted by a licensed aerial spray contractor engaged by You or on Your behalf.

PROVIDED THAT:

1. any Aircraft used is not owned or operated by You, Your employees or in Your physical or legal care, custody or control;
2. You or Your employees do not perform the aerial spraying application; and
3. You neither own or operate the aerial spray business.

You must take all reasonable precautions to ensure that the chemicals are applied in accordance with the manufacturer's guidelines.

The maximum We will pay during any one (1) Period of Insurance is \$500,000.

An additional Excess of \$5,000 will apply in relation to all claims under this Optional Extension.

PART TWO: PRODUCTS LIABILITY

6 WHAT YOU ARE INSURED FOR

Under Part Two We will cover Your legal liability for claims as a result of an Occurrence arising from Your sale or supply of goods and products (including food and drink) or any other commodities as part of Your Farming Operations, occurring anywhere in the world but excluding the United States of America and/or Canada, their protectorates or dependencies, and which during the Period of Insurance cause:

1. Loss to the property of others;
2. Personal Injury of any person.

We will also pay Your costs and expenses that are recovered from You by any claimant or incurred by You with Our consent.

The maximum We will pay under this Part Two during any one (1) Period of Insurance is the Sum Insured shown in the Certificate.

7 WHAT THIS INSURANCE DOES NOT COVER

Under Part Two We will not cover Your liability for:

1. any claims due to failure of the goods to fulfil the purpose for which they are intended;
2. Loss to the goods or products themselves;
3. Loss to property that is in Your custody or control;
4. the recall or rectification of a defective product.

8 WHAT THIS INSURANCE DOES NOT COVER - APPLICABLE TO BOTH PARTS ONE AND TWO

Your liability is not covered under Parts One and Two of this Section:

1. for any claims due to:
 - a. faulty or defective design, formula or specification;
 - b. error or omission in advice or treatment given, administered or prepared by You or any other person acting on Your behalf;
2. if the Accident arises from the ownership or use of:
 - a. any Aircraft, other than described in 'Optional Extensions and Conditions to Your Insurance' in Part One under the heading 'Aerial Spraying';
 - b. watercraft over 7.5 metres in length;
 - c. any motor vehicle (other than Agricultural Plant and Machinery as defined in this Policy) which is:
 - i. registered; or
 - ii. required to be registered by any legislation relating to motor vehicles;
 - d. any Agricultural Plant and Machinery not being operated in relation to Your normal Farming Operations;
3. for fines, penalties, punitive or exemplary damages imposed on or awarded against You;
4. for any claims that arise out of wrongful arrest, imprisonment, detention or prosecution by any employee or member of Your Family;
5. for economic or pecuniary Loss where no damage to tangible property occurs;

6. if the Occurrence arises from any motor vehicle which is:
 - a. being driven in an unsafe condition which causes or contributes to the Occurrence, and which You, or any authorised driver, is aware of, or should have been aware of, by the exercise of reasonable diligence;
 - b. being driven by You, or any authorised person who is not the holder of a current motor driver's licence for the appropriate class and use if such is required by law, provided that this exclusion shall not operate if the driver had held, and is not disqualified from holding or obtaining and actually obtains, such a licence without a further driving test, nor if any vehicle is being used for the purpose of teaching a learner to drive if all requirements of the law in that connection are being complied with;

The driver must not be in breach of any of the conditions of his or her licence;

- c. being driven by You or any person:
 - i. who is under the influence of any intoxicating substance or drug;
 - ii. who has a proportion of alcohol in their blood which exceeds the legal limit prescribed by law. This exclusion shall apply notwithstanding the driver may have died as a consequence of an Occurrence while driving the Vehicle;
 - iii. who has a proportion of alcohol in the breath as ascertained by an evidential breath test subsequently undergone which exceeds the legal limit prescribed by the law;
 - iv. who fails to supply a blood or breath sample as required by the law;
 - v. who fails to stop or to remain at the scene, following an Occurrence as prescribed by law;
- d. being loaded, or has been loaded, in excess of the manufacturer's specifications;
7. for any claim or claims in respect of personal injury or property damage directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
8. where You receive a fee for advice and You fail to give advice or You give wrong advice;
9. for claims in respect of Property Damage or Personal Injury arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of or addition to buildings by You or on Your behalf except such erection, demolition, alteration or addition not exceeding in cost a total of \$250,000;
10. for claims in respect of a liability arising out of the use by You as a landing area for Aircraft of any property or structure owned, occupied or controlled by You where such landing area contravenes the provisions of any statute or of any by-law or regulation. The term "landing area" includes any area on which Aircraft land, take off, are housed, maintained or operated;
11. for claims arising from inherent vice or inefficiency or ineffectiveness of any product liability;

12. for claims in respect of Property Damage or Personal Injury caused by or arising out of fire which escapes after being lit by You or any person on Your behalf in contravention of any statute or by-law or regulation imposed by any public authority;
13. for any employer's liability claims arising either out of or in connection with the employment of any person/s engaged by You, or as a result of a breach of any duty provided to any person/s engaged by You where You have a right to an indemnity in accordance with an insurance policy that You were required to have arranged pursuant to workers' compensation legislation or accident compensation legislation, regardless of whether such a policy of insurance was arranged.

Your liability is also not covered for any employer's liability claims either arising or occurring in the state of Western Australia, except where You are deemed to be an employer of a person in accordance with Section 175 of the *Workers' Compensation and Injury Management Act 1981* (WA).

For the purpose of this clause 13., employer's liability claims includes any liability arising out of or in connection with Personal Injury to any person/s engaged by You or any person/s who are engaged contractually or as third parties by You.

14. for any claims where the liability arises from guarantees or warranty conditions or from indemnities given or accepted by You unless You would have been legally liable in the absence of those agreements;
15. for any claims caused by any item that is insured for Third Party Property Damage under another contract of insurance;
16. for any claims in respect of Property Damage or Personal Injury to any person arising, directly or indirectly, out of, or in any way involving Your non-compliance with any law, by-law, regulation, licensing condition or recognised standard for the growing, farming, manufacture, handling, transport, storage, processing, sale, supply or distribution of Genetically Modified Organisms including the blending or mixing of Genetically Modified Organisms with other organisms or products, or their pollination by Genetically Modified Organisms;
17. for any liability arising out of the use of a model aircraft or Drone that is in contravention to the *Civil Aviation Safety Regulations 1998* (Cth);
18. for any liability arising out of the use of a model aircraft or Drone for crop spraying;
19. for any of the exclusions listed in Section 18 – General Exclusions.

We will not cover You where liability arises because You have agreed to take liability upon Yourself unless that liability would have attached in the absence of this agreement.

We will also not cover You for any amount awarded or judgment made or decision of any Court outside the Commonwealth of Australia.

9 SPECIAL CONDITIONS TO YOUR INSURANCE

At any time We may pay You:

1. the Sum Insured shown in Certificate; or
2. any lesser amount for which the claim can be settled as full settlement of any claims.

We will deduct any amounts that We have already paid in connection with that claim.

If We do this, We will have no further liability in respect of that claim except to pay Your costs and expenses that You incurred prior to Our full settlement.

10 WHAT WE WILL PAY

PART ONE OF THIS SECTION: PUBLIC LIABILITY

The maximum We will pay under Part One for any claim or series of claims that arise from one (1) Occurrence is the Sum Insured shown in the Certificate.

PART TWO OF THIS SECTION: PRODUCTS LIABILITY

The maximum We will pay under Part Two for any claim or series of claims that arise from one (1) Occurrence during any one (1) Period of Insurance is the Sum Insured shown in the Certificate.

Defence Costs

We will:

1. defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury, Property Damage or advertising injury and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent;
2. pay all charges, expenses and legal costs incurred by Us and/or by You with Our written consent:
 - a. in the investigation, defense or settlement of such claim or suit, including loss of salaries or wages because of Your attendance at hearings or trials at Our request; or
 - b. in bringing or defending appeals in connection with such claim or suit;
3. pay:
 - a. all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit;
 - b. pre-judgment interest awarded against You on that part of the judgment payable by Us; and
 - c. all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of Our liability;
4. pay premiums on:
 - a. bonds to release attachments for amounts not exceeding the applicable Sum Insured of this Policy but We shall have no obligation to apply for or furnish any such bond;
 - b. appeal bonds and/or security for costs required in any suit but We shall have no obligation to apply for or furnish any such bonds and/or security for costs;

5. pay expenses incurred by You for:
 - a. rendering first aid to others at the time of any Personal Injury (other than any medical expenses, which We are prevented from paying by any law);
 - b. temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof;
 - c. purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority;
6. pay all legal costs incurred by You with Our consent for representation of You at:
 - a. any coronial inquest or inquiry;
 - b. any proceedings in any court or tribunal in connection with liability insured against by this Section of the Policy;
 - c. any Royal Commission or Government Enquiry arising out of any alleged breach of statute, or other similar judicial enquiry into circumstances relating to any Occurrence, claim or potential claim which would be the subject of indemnity under this Section;
 - d. any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that Our liability under clauses 6. c. and 6. d. shall not exceed \$250,000 in respect of any one (1) claim or series of claims arising out of any one (1) Occurrence.

The amounts paid by Us as defence costs and/or supplementary payments incurred will be in addition to the applicable Sum Insured.

However, in respect of any claims or suits originating in any court in North America, the applicable Sum Insured shown in Your Certificate shall be inclusive of all defence costs and supplementary payments.

Where We are prevented by law or otherwise from making payments on Your behalf, We will indemnify You for legal liability incurred to the extent that such liability is covered by this Policy.

In jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You, We will reimburse You for the expense of such defence costs incurred with Our written consent.

SECTION 13 – Dwelling

This Section 13 – Dwelling only forms part of the Policy when Dwelling is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 13 – Dwelling.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

DWELLING, HOMESTEAD AND COTTAGE

'Dwelling', 'Homestead' and 'Cottage' have the same meaning as House for the purpose of this Section.

HOUSE

'House' means Your domestic building/s located at the situation shown in the Certificate and includes domestic:

1. out buildings and structures including jetties, wharves, pontoons and moorings used for domestic purposes;
2. infrastructure for services, including infrastructure for the supply of electricity, gas, water, the internet and telephone that You own or are liable for;
3. paved paths, paved driveways, walls, gates, mailboxes, clothes lines, fences and retaining walls but not hedges;
4. structural improvements including tennis courts, permanent swimming pools, inground spa pools, sauna but not removable swimming pools or swimming pool linings;
5. unfixed building materials up to a total amount of \$2,000 which are to be used for repairs, alterations or additions to Your house but not sand, soil, gravel, bark mulch or any similar materials;
6. solar panels (and associated equipment);
7. fixed wall coverings, fixed ceiling coverings, fixed light fittings and fixed floor coverings (other than carpets, and internal window coverings unless You are the contracting seller or purchaser in which case these items will be deemed buildings until settlement), external blinds and awnings.

House does NOT mean a hotel, motel, a building of flats, any strata title unit/s, a caravan or property that a tenant is liable for under the terms of a rental agreement.

PERIODIC TENANCY AGREEMENT

'Periodic Tenancy Agreement' means when a Tenant continues to live in Your rental property after the expiry of the Residential Tenancy Agreement and You or Your agent have not issued the Tenant with a notice to leave, notice of intention to leave or an abandonment termination notice. The Tenant is deemed to have a rental arrangement under the same terms and conditions that applied immediately before the Residential Tenancy Agreement expired.

RESIDENTIAL TENANCY AGREEMENT

'Residential Tenancy Agreement' means a written agreement between You, Your agent and the Tenant and includes:

1. term of rental period;
2. amount of rent payable to You;
3. amount of bond money the Tenant is required to pay You.

TENANT

'Tenant' means the person/s, including that person's partner and children, living in Your rental property under a rental arrangement.

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in building costs. The premiums may also be adjusted.

PART ONE: HOUSE

3 WHAT YOU ARE INSURED FOR

Under Part One, We will cover You for Accidental Loss to Your House unless the Loss happening during the Period of Insurance is excluded.

4 WHAT THIS INSURANCE DOES NOT COVER

Under Part One, Your House is not covered for Loss by:

1. Flood;
2. normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation and distortion, marring or scratching;
3. mildew, rot, rust or gradual deterioration;
4. action of micro-organisms, vermin (other than possums), birds, or insects;
5. the inherent nature of the property, or exposure to natural sunlight and humidity;
6. pollution or contamination;
7. lifting or shifting the House or alterations or repairs involving the removal of support;
8. malicious damage, theft or vandalism by a Tenant or their invitees. If the Tenant of the Dwelling is also Your employee this exclusion 8. will not apply;
9. tree lopping or felling by You or anyone else who is acting with Your permission;
10. domestic animals or pets owned by You or for which You are legally responsible;
11. any of the exclusions listed in Section 18 – General Exclusions.

Your House is not covered for:

12. the cost of repairing or replacing faulty materials;
13. the cost of putting right faulty workmanship;

14. the cost of putting right work performed to a faulty or defective design plan or design;
15. the cost of putting right faulty or defective work where the fault or defect results from an error or omission in design plan or design specification;
16. mechanical, electrical or electronic breakdown unless there is burning out of an electric motor from the electric current.
Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two (2) or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings;
17. electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
18. theft or malicious damage by any person residing or invited to Your House;
19. Storm damage to external paint work or other external coatings where no other physical damage has been caused to the painted or coated material by the Storm;
20. Storm damage or water damage where Storm or water has entered Your House through an opening purposely made for alteration, renovations or repairs;
21. repair or replacement of a shower base or wall where damage has resulted from the escape of liquid from the shower base or wall unless there is a leak from a pipe within the wall cavity or under the shower base;
22. the gradual escape of water over a period of time where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid.

5 SPECIAL EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

We will pay the benefits for the extensions in this Section even if the Sum Insured for House has otherwise been exhausted.

Cost of New Title Deeds

We will cover You for the cost of preparing new title deeds to the site where the deeds suffer Accidental Loss while they are in Your House or at Your bank for safekeeping.

Legal Costs – Mortgage

We will cover You for the legal costs associated with the discharge of a mortgage or mortgages following settlement of a claim for a total Loss. We will pay this in addition to the total Loss settlement.

Stolen Keys

If You suffer Loss by burglary/theft of any key or equivalent device or combination to Your House or believe on reasonable grounds (as determined by Us) that the keys have been copied without Your permission, We will pay the reasonable and necessary cost of altering or replacing the locks and keys.

Special Provisions for Total Loss

1. If You suffer a total Loss and Your claim is accepted, and where:
 - a. rebuilding on the same site is not permissible due to Government or Local Authority regulations;
 - b. rebuilding on the same site is not suitable to Your requirements;
 then with Our agreement You may carry out the rebuilding at some other site.
 PROVIDED THAT:
 We will not pay more than the cost to rebuild on the original site.
2. If You suffer a total Loss and We pay You the Sum Insured, cover for Your House will end. Owners Liability cover will continue until the end of the Period of Insurance shown in the Certificate or at the time that any construction commences at the situation or at another situation if We have agreed to carry out the rebuilding at some other site, whichever occurs first.
3. If You suffer a total Loss from an event that the Australian government or the Insurance Council of Australia ('ICA') has declared a catastrophe and Your claim is accepted, We will pay up to an additional thirty percent (30%) of the building Sum Insured for the increased costs to rebuild Your House caused by the catastrophe event.
 PROVIDED THAT:
 - a. You rebuild at the same site;
 - b. additional costs are as a result of increased demand on building supplies and labour costs directly related to the catastrophe;
 - c. additional costs do not include any costs necessary to meet the requirements of any statutory authority in connection to the rebuilding of Your House;
 - d. additional costs are not as a result of any shortfall caused in the rebuilding costs that are a result Your House being underinsured.

Locating Source of Damage

If You suffer a Loss resulting directly from bursting, leaking, discharging, or overflowing of fixed domestic apparatus, tanks or pipes We will pay the reasonable costs associated with locating the source of the damage.

Sale of House

Should any Loss occur to the House and You have already contracted to sell Your interest in the House, We will cover the new owner for the Loss upon the completion of the purchase.

Landlord's Contents

If Your House is rented to Tenants, We will pay the cost to repair or replace carpet, loose floor coverings, curtains and internal blinds damaged as a result of a Loss not otherwise excluded under this Section.

The maximum We will pay is \$10,000.

Landscaping

We will cover You for the cost of replacing trees, plants and shrubs, all of which must be planted in the ground, that have been:

1. stolen;
2. burnt;
3. maliciously damaged;
4. damaged by a vehicle.

We will not cover Loss or damage to a lawn.

The maximum We will pay is \$1,000 any one (1) tree, plant or shrub or \$10,000 any one (1) Loss, providing that the Sum Insured for Your House is not otherwise exhausted.

Modifications to Your House

We will pay for costs incurred to modify Your House following diagnosis of Your paraplegia or quadriplegia by a registered medical practitioner;

PROVIDED THAT:

the paraplegia or quadriplegia:

1. is a direct result of an insured Loss to Your House; and
2. continues for a period of twelve (12) months and is considered permanent.

The maximum We will pay is \$25,000.

Tree Removal

If You suffer a Loss to Your House as a result of impact damage caused by a falling tree that is located within the risk situation and Your claim is accepted, then We will pay for the costs necessarily incurred to cut down and remove the tree or parts of the tree and for treating the tree stump to prevent regrowth.

Removal of Debris

We will pay the reasonable cost to demolish and remove the debris including the contents following a Loss for which a claim has been accepted.

Professional Fees

We will pay the reasonable and necessary costs of architects', engineers' and surveyors' fees in respect of the rebuilding or repairs where authorised by Us.

Environmental Benefits

If You suffer a total Loss and Your claim is accepted, We will pay You up to a maximum amount of \$5,000 of the cost, after deduction of any rebate You are eligible for under any government or council rebate scheme, to install any combination of the following:

1. rainwater tank;
2. domestic solar panel systems;
3. hot water heat exchange system;
4. grey water recycling system.

For the purpose of this extension:

1. a rainwater tank includes the water pump and wiring, foundation or tank stand, pipes connecting the roof and gutters to the tank, and installation costs;
2. a hot water heat exchange system includes electrical wiring, foundation or tank stand, water pipes, and installation costs;

3. domestic solar panel systems includes solar or PV panels, water tank and pump, electrical wiring, foundation or tank stand, pipes connecting the roof solar panels to a tank, and installation costs;
4. a grey water recycling system includes distribution pipes, connectors, outlet housings and installation costs.

Temporary Protection

If You suffer a Loss and Your claim is accepted, We will pay the reasonable and necessary costs to protect Your House from further damage until repairs are completed.

The maximum We will pay is \$10,000.

Rental Costs

If Your House cannot be occupied as a direct result of a Loss which is covered under Part One of this Section We will pay in addition to the Sum Insured for Your House as shown in Your Certificate, the reasonable costs of:

1. comparable temporary accommodation for You and Your pets; or
2. rent that You no longer receive because the House cannot be occupied by Tenants; or
3. comparable temporary accommodation for Your employee where You are required to provide such accommodation pursuant to a written contract of employment.

The maximum We will pay is twenty percent (20%) of the Sum Insured for Your House as shown in Your Certificate. We will pay these costs for up to twelve (12) months.

If You are insured under Section 14 – Contents of Dwelling with Us and We have agreed to pay Your claim for temporary accommodation We will not pay for Your Rental Costs under this Section 13 – Dwelling.

6 OPTIONAL EXTENSION AND CONDITION TO YOUR INSURANCE

Where the Certificate shows this extension to apply, We will cover You for:

Rent Default

We will cover You for rent default by a Tenant including legal costs You incur to legally evict a Tenant or recover amounts owed to You by the Tenant as a result of rent default or theft by a Tenant.

We will cover You when there is a Residential Tenancy Agreement or Periodic Tenancy Agreement in place between You and the Tenant, and one of the following occurs:

1. Your Tenant leaves Your rental property before the end of the tenancy period shown in the Residential Tenancy Agreement or Periodic Tenancy Agreement, without giving You or Your agent the required notice;
2. Your Tenant is legally evicted from Your rental property;
3. Your Tenant stops paying rent owed to You or Your agent.

PROVIDED THAT:

1. Your Tenant has breached Your Residential Tenancy Agreement or Periodic Tenancy Agreement;
2. You have taken all reasonable steps legally available to You under the Residential Tenancies Legislation, or other relevant state or territory legislation, to remedy non-payment and evict the Tenant;

3. rent was not in arrears at the commencement date of this insurance, unless all rent arrears have since been paid for and the Tenant has paid a minimum of four (4) consecutive weeks of agreed rent in accordance with Your Residential Tenancy Agreement or Periodic Tenancy Agreement;
4. You have not failed to rectify a "Notice of Remedy" breach issued by the Tenant to You.

Your cover for rent default ceases if Your Residential Tenancy Agreement could have been legally terminated by You.

The maximum We will pay is the weekly amount Your property is leased for, as shown in Your Residential Tenancy Agreement, up to a maximum of \$6,000 (inclusive of GST) any one (1) claim, less the Excess and bond money received by You. Cover will cease once Your property is re-tenanted or on the expiry date of the Residential Tenancy Agreement, whichever occurs first.

When a Residential Tenancy Agreement defaults to a Periodic Tenancy Agreement, We will only pay the weekly amount Your property is leased for two (2) weeks after a Tenant vacates the building without notice.

The maximum We will pay for legal costs that You incur as result of rent default is \$1,000. We will only pay the legal costs if We agreed to pay them before they are incurred.

7 UNOCCUPANCY

Under Part One, If Your House is unoccupied (not resided in overnight) for a period of more than one hundred and twenty (120) days at any one (1) time, then cover will reduce to only insure damage caused by:

1. lightning;
 2. earthquakes;
 3. impact by vehicles and aircraft;
 4. Storm damage (as long as it is not excluded above);
- unless You obtain Our prior written consent to provide full cover during the unoccupied period.

PART TWO: OWNERS LIABILITY

8 WHAT YOU ARE INSURED FOR

Owners Liability Cover

Under Part Two, We will cover Your legal liability for claims resulting from Accidents at the House or on any land around the House used for domestic purposes, which during the Period of Insurance cause:

1. Loss to the property of others;
2. bodily injury of any person, except You.

You are only covered for claims made against You as the owner of the House, but not where You are just the occupier of the House.

Cover for Costs and Expenses

We will pay Your costs and expenses in settling any claim with a claimant under Part Two, as long as those costs (including the settlement itself) have been incurred with Our consent.

9 WHAT THIS INSURANCE DOES NOT COVER

Under Part Two, We will not cover You for Accidents arising from:

1. Your carrying on a business, trade or profession;
2. Your owning or using a mechanically propelled vehicle or craft of any type, or an aerial or space device.

Your liability is not covered:

3. if it is liability for damage to property owned by You, or a member of Your Family, or property under Your control or under the control of a member of Your Family;
4. where You agree to take liability upon Yourself and You would otherwise not have had that liability;
5. for claims in respect of property damage or bodily injury arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration or addition to buildings by You or on Your behalf except such erection, demolition, alteration or addition not exceeding in cost the sum of \$150,000;
6. for claims in respect of property damage or bodily injury to any person arising out of or in the course of employment where insurance is or would have been provided under any workers' compensation legislation applicable to You or any other person. This also applies to agents, contractors and sub contractors and their employees and dependents;
7. for claims in respect of bodily injury to any members of Your Family ordinarily residing with You or with whom You ordinarily reside;
8. for fines, penalties, punitive or exemplary damages imposed on or awarded against You;
9. any of the exclusions listed in Section 18 – General Exclusions.

10 WHAT WE WILL PAY

PART ONE – HOUSE

A IF YOU ARE INSURED FOR "INDEMNITY VALUE" OR "PRESENT VALUE"

If the Certificate shows cover for 'Indemnity Value' or 'Present Value' for Your House We will pay the cost to rebuild or repair the damaged portion of Your House.

Included in these costs are:

1. the cost to replenish fire fighting equipment used for protecting Your property;
2. the cost to repair or replace Your employees' clothing used to protect Your property.

We will deduct a suitable allowance from Our payment for depreciation or deferred maintenance.

The maximum We will pay is the lesser of either the Sum Insured shown on the Certificate or the indemnity value of the damaged property immediately before the Loss.

B IF YOU ARE INSURED FOR "REPLACEMENT SUM INSURED"

If the Certificate shows cover for 'Replacement Sum Insured' for Your House We will pay the costs actually incurred up to the Sum Insured specified in the Certificate to rebuild or repair the damaged portion of Your House as nearly as practicable to the same condition and extent that it was when new. We will use house materials and construction methods, which are commonly used at the time of Loss.

Included in these costs are:

1. any additional amount if Government or Local body by-laws require changes to be made;
2. any fee contribution, or other charges payable to any statutory authority for the consent of repair or replacement of Your Dwelling;
3. the cost to replenish fire fighting equipment used for protecting Your property;
4. the cost to repair or replace Your employees' clothing used to protect Your property.

PROVIDED THAT (Applicable to A and B):

1. You must ensure that the rebuilding or repairing is carried out promptly;
2. If You do not rebuild or repair the House We will only pay You the indemnity value immediately before the Loss, and the reasonable costs of demolition and removal of debris;
3. if You have elected to build a smaller House to Your existing one, then We will not pay more than the cost to rebuild to the smaller area You have selected;
4. if a Loss occurs to any wall, fence, ceiling, light fitting, fixed floor or wall coverings, external blinds and awnings then We will pay for those items in the room, hall, passage, window or the part of the fence where the damage occurred;
5. We will not pay more than the value of any single item which is lost or damaged when that item was or is part of a set or pair. We do not give any allowance for any special value the item may have as a pair or set for any depreciation in the remaining part/s.

PART TWO – OWNERS LIABILITY

Under Part Two, We will pay up to a maximum of twenty million dollars (\$20,000,000) during the Period of Insurance.

SECTION 14 – Contents of Dwelling

This Section 14 – Contents of Dwelling only forms part of the Policy when Contents of Dwelling is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 14 – Contents of Dwelling.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

DRONE

'Drone' means an unmanned aerial vehicle ('UAV') that is remotely controlled or can fly autonomously through software-controlled flight plans in their embedded systems working in conjunction with GPS.

HOUSEHOLD CONTENTS OR CONTENTS

'Household Contents' or 'Contents' means all household goods normally located at the situation shown in the Certificate and includes Your domestic:

1. furniture and furnishings which are not built in, clothing, footwear, cosmetics, toiletries, luggage, toys and other personal property;
2. paintings and prints, tapestries, Persian or similar rugs, antiques and other works of art;
3. home appliances including home appliances hired to You;
4. Specified Personal Effects and Unspecified Personal Effects (see Section 15 – Personal Effects for definition of Unspecified Personal Effects which for the purpose of this Section will have the same meaning);
5. carpets (whether fixed or not), curtains and other internal window coverings;
6. non permanent swimming pools, portable spa pools or portable saunas;
7. bicycles, motorised golf buggies, ride on mowers, wheelchairs and motorcycles (not used for racing) up to 150cc all of which are not required to be registered and not used as part of the farming operations;
8. landlord's fixtures and fittings for which You are legally liable under a rental agreement;
9. media purchased online including music, software and videos;
10. surfboards, surf-skis, sail boards, watercraft no more than four (4) metres long and which do not require registration under any legislation.

If You occupy a strata title home unit or own a strata title home unit "Contents" is extended to include fixtures and structural improvements which are owned by You but are not insured by the body corporate.

Household Contents or Contents does NOT mean:

1. unset precious and semi precious stones;
2. animals of any description;
3. trees, shrubs and other plant life grown outside that are not in pots or tubs;
4. motor vehicles, motorcycles and watercraft (except as described above), go-karts, caravans, trailers or their spare parts and accessories except motor spare parts and accessories while not attached to a vehicle;
5. aircraft or any aerial or space device (except model aircraft and Drones) and their accessories and spare parts.

YOU

'You' is extended to include, for the purposes of this Section, Family.

2 INFLATION ADJUSTMENT

At each renewal We may alter the Sum Insured according to the variation in the price index. The premiums may also be adjusted.

PART ONE: HOUSEHOLD CONTENTS

3 WHAT YOU ARE INSURED FOR

Under Part One, We will cover Your Accidental Loss to Your Household Contents unless the Loss is excluded. We will cover the Loss to Your Household Contents happening during the Period of Insurance whilst they are anywhere in the world provided they have not been permanently removed from the situation shown in the Certificate.

The following items are covered even if permanently removed:

1. Your sporting equipment securely stored in a club storage room;
2. Your Contents that are contained in a bank safe deposit box;
3. Your Contents whilst You are a patient at a hospital, nursing home or other medical institution;
4. Your personal belongings whilst You are boarding at an educational institution.

4 WHAT THIS INSURANCE DOES NOT COVER

Under Part One, Your Contents are not covered for Loss by:

1. Flood;
2. normal maintenance, wear and tear, Erosion, corrosion, slowly developing deformation or distortion, marring or scratching;
3. mildew, rot, rust or gradual deterioration;
4. action of micro-organisms, vermin (other than possums), birds, or insects;
5. the inherent nature of the property, or exposure to natural sunlight and humidity;
6. mechanical, or electrical or electronic breakdown unless there is burning out of an electric motor from the electric current therein.

Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two (2) or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings.

7. electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
8. inherent defect fault or defective workmanship, material or design;
9. cleaning, dyeing, repairing, restoring;
10. scratching or denting;
11. malicious damage, theft or vandalism by a tenant or their invitees. If the tenant of the dwelling is also Your employee this exclusion 11. will not apply;
12. tree lopping or felling by You or anyone else who is acting with Your permission;
13. domestic animals or pets owned by You or for which You are legally responsible;
14. theft or malicious damage by any person residing or invited to Your house;
15. Storm damage or water damage where Storm or water has entered Your house through an opening purposely made for alterations, renovations or repairs.

You are not covered for Loss:

16. of Contents which are used by You for any business, trade, occupation, or earning of any income whilst not at the situation shown in the Certificate;
17. of office and surgery equipment that You use for earning an income whilst not at the situation shown in the Certificate;
18. to sport or recreational clothing and equipment while physically in use for the purpose it was intended;
19. model aircraft or Drones while physically in use for the purpose it was intended;
20. any of the exclusions listed in Section 18 – General Exclusions.

5 UNOCCUPANCY

If Your house is unoccupied (not resided in overnight) for a period of more than one hundred and twenty (120) days at any one (1) time, then cover will reduce to only insure damage caused by:

1. lightning;
2. earthquakes;
3. impact by vehicles and aircraft;
4. Storm damage (as long as it is not excluded above);

unless You obtain Our prior written consent to provide full cover during the unoccupied period.

6 SPECIAL EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

Unless otherwise stated, We will pay the benefits for the extensions in this Section even if the Sum Insured for Contents of Dwelling has otherwise been exhausted.

Credit Cards Cover

If Your credit or debit cards are lost or stolen and used fraudulently by any person not related to You, We will pay up to \$5,000.

PROVIDED THAT:

1. You tell the Police or card organisation within twenty four (24) hours of the insured discovering that the card(s) have been lost or stolen;
2. You have not been in breach of the terms and conditions of the card organisation;
3. Your Loss cannot be recovered from any other source.

Uninsured Visitors' Contents

We will cover the Household Contents that are located inside Your house which belong to Your visitors or employees in the same way as Your Contents.

PROVIDED THAT:

1. there is no cover under any other insurance policy;
2. the maximum We will pay for items other than cash and negotiable items is \$5,000;
3. the maximum We will pay for cash and negotiable items is \$1,500.

Household Removal

If You relocate Your household, We will cover Your Contents whilst in transit, if not otherwise insured, for Loss by fire or Accidental damage due to the collision or overturning of the conveying vehicle.

We will also cover Your Contents at Your new location or while in temporary storage. We will do this for the remainder of the Period of Insurance and on the same basis that Your Contents were insured at the situation shown in the Certificate. The maximum amount We will pay under this benefit for all Contents at all situations is the amount shown in the Certificate. You should notify Us as soon as possible of Your new situation and postal address.

Temporary Accommodation

If Your home cannot be lived in because of Loss covered by this Section We will pay reasonable and necessary additional costs for up to twelve (12) months equivalent temporary accommodation which You have to pay. We will also pay the reasonable costs of boarding out Your domestic cat/s and/or dog/s that You normally keep at Your home.

The maximum We will pay You is \$20,000 or twenty percent (20%) percent of the Sum Insured shown in the Certificate for Contents of Dwelling, whichever is the lesser.

Security Firm Attendance

If You suffer Loss from an accepted claim for burglary or housebreaking and You have incurred costs for a security firm to attend the risk address in response to a monitored alarm signal then We will pay up to a maximum of \$2,000.

Veterinary Costs

We will cover veterinary expenses incurred to treat any domestic small animal pet normally kept at the risk address that is owned by You that is injured as a result of a road Accident, fire, lightning, explosion, earthquake, malicious wounding, theft or attempted theft.

The maximum We will pay is \$750 during any one (1) Period of Insurance.

Compensation for Death

If You suffer a fatal injury at Your risk address as a result of an accepted claim for fire or physical violence by intruders within ninety (90) days of first sustaining injury, We will pay \$15,000 to Your estate.

The maximum We will pay under this Section is \$15,000 during any one (1) Period of Insurance.

Identity Theft

If You insure Your Household Contents of Your primary residence and Your identity is stolen resulting in Loss due to Your personal details being used knowingly by a person without lawful authority for fraudulent use and/or financial gain, We will pay for Your costs and expenses incurred to restore Your Identity from its unauthorised use.

We will pay You:

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

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

1. You or Your collusion;
2. Your Family or their collusion;
3. an ex-partner;
4. someone who normally lives with You.

We will not pay any claim where the identity theft arises out of:

1. You or Your Family committing an illegal or dishonest act;
2. You breaching any security requirements or conditions imposed by any financial institution, such as in relation to Your password or personal identification number or personal access number;
3. business interruption in relation to any business.

Claims are only payable under this extension if You are an Australian resident, the identity fraud occurs within Australia and all losses and expenses are incurred within Australia.

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

The maximum We will pay You under this extension is \$5,000 per Period of Insurance.

Emergency Storage of Contents

If You live at the risk address and the buildings are damaged by a Loss covered under the Section 14 – Dwelling of this Policy to the extent that the building can no longer be lived in by You, We will pay the reasonable costs that You incur to move or store Your Contents while the buildings are being repaired or replaced, for a maximum period of twelve (12) months.

Tax Audit

If You live at the risk address We will pay for accountant fees You incur with Our consent when Your personal taxation affairs are audited by the Australian Taxation Office.

The maximum We will pay is \$5,000 during any one (1) indemnity period. We will not pay for:

1. any audit that relates to criminal activity or which results in criminal conviction;
2. any fines, penalties or taxation adjustments;
3. any audit related to any business;
4. audits that You were aware of or should have been aware of prior to commencement of this Policy;
5. any audit not commenced during the Period of Insurance;
6. any fee incurred outside any relevant statutory time limit.

Reinstatement of Documents

If You suffer a Loss to Your documents whilst contained at the situation or in a bank vault, We will pay the reasonable costs to reinstate, reproduce or restore Your documents.

The maximum We will pay for any one (1) event is \$5,000, provided that the Sum Insured for Your Contents is not otherwise exhausted.

Computer Data

If You suffer Accidental Loss to Your computer that is covered by this Section and this results in Loss of data stored on Your computer, We will pay for the costs incurred to restore the lost data.

The maximum We will pay is \$1,000.

PART TWO: PERSONAL LIABILITY

7 WHAT YOU ARE INSURED FOR

Personal Liability

Under Part Two, We will cover Your legal liability for claims resulting from Accidents occurring anywhere in Australia during the Period of Insurance and which cause:

1. Loss to the property of others;
2. bodily injury of any person.

Costs and Expenses

We will pay Your costs and expenses in settling any claim with a claimant under Part Two, as long as those costs (including the settlement itself) have been incurred with Our consent.

8 WHAT THIS INSURANCE DOES NOT COVER

Under Part Two, Your liability is not covered if the Accident arises out of:

1. any business, trade or profession;
2. liability taken on Yourself and You would otherwise not have had that liability;

3. the ownership of land and buildings;
4. the ownership or use of any mechanically propelled vehicle including any motorcycle of any description (other than a garden implement, wheelchair, motorcycle not used for racing and up to 250cc capacity only or motorised golf buggy all of which are not required to be registered or to have statutory motor insurance), trailer or caravan;
5. the ownership, custody or use of watercraft, however We will cover liability that arises from the ownership, custody or use of any surfboard, sail board, or surf-ski and any watercraft no more than four (4) metres long that does not require registration under any legislation;
6. the ownership or use of any aircraft or other aerial or space device other than model aircraft and Drones.

Your liability is not covered for any claims arising out of the use of a model aircraft or Drone that is in contravention to the *Civil Aviation Safety Regulations 1998* (Cth);

Your liability is not covered:

7. for claims in respect of damage to property which is owned by or in Your physical or legal control or of any person ordinarily living with You or who is engaged in either Your service or the service of any person ordinarily living with You. This exclusion does not apply to claims in respect of damage caused by fire or explosion to buildings not owned by You;
8. for claims in respect of bodily injury to any person ordinarily living with You or any person arising out of or in the course of the engagement of such person either in Your service or the service of any person ordinarily living with You;
9. for claims arising out of alterations, additions, repairs or decorations to any buildings which exceed in cost a total of \$100,000;
10. for claims arising out of sexually transmitted diseases, AIDS or AIDS related disease or the transmission of any communicable disease by You;
11. for fines, penalties, punitive or exemplary damages imposed on or awarded against You;
12. for property in Your physical and/or legal control.

3. \$5,000 in total for Loss of Contents which are used by You for any business, trade, occupation, or earning of any income, with the exception of office equipment;
4. \$20,000 for office and surgery equipment that You use for earning an income;
5. \$10,000 in total for any fur, coin or stamp collection, fragile article.

The maximum We will pay will be the replacement Sum Insured specified in the Certificate.

PROVIDED THAT:

1. You must ensure that any replacement or repair is carried out promptly;
2. We will not pay more than the indemnity value at the time of Loss until the cost of replacement or repair is actually incurred;
3. if a Loss occurs to carpet, curtains and other internal window coverings We will only pay for those items in the room or rooms where the damage occurred;
4. Pairs or Sets

We will not pay more than the value of any single item which is lost or damaged when that item was or is part of a set or pair. We do not give any special allowance for any special value the item may have as a pair or set for any depreciation in the remaining part/s.

PART TWO - PERSONAL LIABILITY

Under Part Two, We will pay up to a maximum of twenty million dollars (\$20,000,000) during the Period of Insurance.

9 WHAT WE WILL PAY

PART ONE - HOUSEHOLD CONTENTS

Under Part One, We will pay You the cost to repair or replace Your Household Contents as nearly as practicable to the same condition and extent that they were when new.

The maximum We will pay per claim for Unspecified Personal Effects is twenty-five percent (25%) in total of the Sum Insured shown in Your Certificate for Contents. The maximum We will pay for any one (1) item, pair or set is \$10,000. You can insure for higher amounts than these by insuring under Section 15 – Personal Effects.

Unless shown separately in the Certificate We will not pay more than:

1. \$2,000 in total for any one (1) Loss of money, bullion, negotiable securities or documents of any kind;
2. \$2,000 in total for private motor spare parts and accessories while not attached to a vehicle;

SECTION 15 – Personal Effects

This Section 15 – Personal Effects only forms part of the Policy when Personal Effects is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 15 – Personal Effects.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

DRONE

'Drone' means an unmanned aerial vehicle ('UAV') that is remotely controlled or can fly autonomously through software-controlled flight plans in their embedded systems working in conjunction with GPS.

SPECIFIED PERSONAL EFFECTS

'Specified Personal Effects' means items specifically named in the Certificate.

UNSPECIFIED PERSONAL EFFECTS

'Unspecified Personal Effects' means:

1. jewellery, gold and silver articles, furs and watches;
2. photographic equipment including video equipment;
3. portable radios, televisions, lap top computers, cassette players, CD players, MP3 players, digital media devices and other items which are battery operated;
4. mobile or portable phones and PDAs;
5. binoculars or telescopes;
6. musical instruments;
7. sporting or recreational equipment;
8. audio compact discs and audio tapes.

'Unspecified Personal Effects' does NOT mean:

1. unset precious and semi precious stones;
2. motor vehicles, motorcycles and any other motorised vehicles or their accessories such as helmets;
3. items used for any business, trade, occupation, or earning of any income;
4. money, bullion, negotiable securities or documents of any kind;
5. aircraft and aerial devices including but not limited to model airplanes and Drones;
6. radios or stereo equipment which are fitted or designed to be fitted into motor vehicles;
7. tools, plant or machinery;
8. video tapes or Electronic Data on computers, computer tapes or discs;

9. watercraft more than four (4) metres long;
10. watercraft less than four (4) metres long that require registration under any legislation;

YOU

'You' is extended to include, for the purposes of this Section, Family.

2 WHAT YOU ARE INSURED FOR

We will cover You for Accidental Loss to Your Unspecified Personal Effects and Specified Personal Effects (as indicated in the Certificate) anywhere in the world and happening during the Period of Insurance unless the Loss is excluded.

3 WHAT THIS INSURANCE DOES NOT COVER

You are not covered for Loss:

1. due to wear and tear, depreciation, slowly developing deformation or distortion, marring, scratching or denting;
2. due to cleaning, dyeing, repairing or restoring;
3. due to the action of micro-organisms, vermin (other than possums);
4. due to mechanical, electrical or electronic breakdown unless there is burning out of an electric motor from the electric current therein.
Burning out by electrical current is often called fusion and is the burning out of the electrical windings of a motor where two (2) or more windings melt and fuse together. This term does not apply to the failure of any electrical, mechanical or electronic components, only motor windings.
5. due to electrical power fluctuations unless the fluctuation is caused by lightning where lightning can be clearly seen as the cause of the damage and You can provide evidence of this;
6. to any device or appliance arising from a Date Recognition Problem within that device or appliance;
7. to sport or recreational equipment and clothing while physically in use for the purpose it was intended;
8. by any of the exclusions listed in Section 18 – General Exclusions.

4 WHAT WE WILL PAY

1. We will pay You the cost to repair or replace Your Unspecified Personal Effects and Specified Personal Effects as nearly as practicable to the same condition and extent that they were when new.
2. The maximum We will pay for any one (1) item under Unspecified Personal Effects is \$10,000. The maximum We will pay per claim is the Sum Insured specified in the Certificate.

3. The maximum We will pay for any one (1) item under Specified Personal Effects is the Sum Insured specified in the Certificate for that item.
4. For pairs or sets We will not pay more than the value of any single item which is lost or damaged when that item was or is part of a set or pair. We do not give any allowance for any special value the item may have as a pair or set for any depreciation in the remaining part/s.
5. You must ensure that any replacement or repair is carried out promptly.
6. We will not pay more than the indemnity value at the time of Loss until the cost of replacement or repair is actually incurred.

SECTION 16 – Private, Farm and Business Vehicle

This Section 16 – Private, Farm and Business Vehicle only forms part of the Policy when Private, Farm and Business Vehicle is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 16 – Private, Farm and Business Vehicle.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

AGREED VALUE

'Agreed Value' means the value which We have agreed to insure Your Vehicle for, as shown in the Certificate. The value of registration, compulsory insurance and dealer warranties is not included in the agreed value.

CAR

'Car' means a sedan, stationwagon, van or hatchback but not a utility, truck, farm machinery or any other type of Vehicle.

CONTENTS OF CARAVAN/CARAVAN ANNEXE

'Contents of Caravan'/'Caravan Annexe' means Your personal belongings used in connection with the caravan. Contents of Caravan does not mean items that would normally be worn or stored away from the caravan.

FARM VEHICLE

'Farm Vehicle' means motorcycle, machinery, implements, tractor attachments, trailer, truck, utility or any other item/s used in Your farming operations, the details of which are shown in the Certificate.

FULL COVER

'Full Cover' means insurance cover in respect of:

1. Accidental Loss to Your Vehicle as described in Part One of this Section;
2. liability for damage to the property of others as described in Part Two of this Section.

MARKET VALUE

'Market Value' means the retail value of a Vehicle of a similar type, age and condition to the damaged, stolen or destroyed Vehicle immediately before a Loss and adjusted for any special features and with regard to used prices guides and any other relevant information. The value of registration, compulsory insurance and dealer warranties is not included in the market value.

OCCASIONAL FARM CONTRACTING

'Occasional Farm Contracting' means farm contracting activities provided to others by You which are incidental to and consistent with Your farming business and which generate a maximum of \$100,000 or twenty percent (20%) of Your combined annual turnover (whichever is the lesser).

UNSPECIFIED AGRICULTURAL VEHICLES

'Unspecified Agricultural Vehicles' means mobile machinery, implements, tractor attachments, farm bikes, quad bikes (ATVs and RTVs) excluding Cars, utilities, trucks and anything that moves on rails or does not move solely on terra firma.

VEHICLE

'Vehicle' means Car, caravan (but does not mean Contents of Caravan and/or Annexe) or Farm Vehicle. Vehicle does not mean anything which moves on rails or does not move solely on terra firma.

Vehicle also includes:

1. its standard tools, accessories and spare parts as supplied by the manufacturer whilst either on the vehicle or in storage on Your property;
2. non-standard tools, accessories and spare parts listed in the Certificate whilst either on the vehicle or in storage on Your property;
3. non-standard tools, accessories and spare parts not listed in the Certificate up to \$2,000 whilst either on the vehicle or in storage on Your property;
4. signwriting, artwork or fixed advertising signs up to \$2,000 in total;
5. child's seat or baby capsule whilst in Your vehicle.

YOU

'You' is extended to include, for the purposes of this Section, Family.

2 TYPE OF COVER

You can either have:

1. **Full Cover** as defined above;
2. **Third Party, Fire And Theft** which refers to cover under Part One and Part Two, however under Part One We will only cover You for Accidental Loss to the Vehicle by:
 - a. fire;
 - b. theft or illegal conversion.
3. **Fire And Theft** (not available for Private Car). We will only cover You for Accidental Loss to the Vehicle by:
 - a. fire;
 - b. theft or illegal conversion.No cover is provided under Part Two when You select this type of cover.
4. **Third Party Only** which refers to cover under Part Two of this Section only. No cover is provided under Part One when You select this type of cover.

Unless shown otherwise in the Certificate, You will have **Full Cover**.

3 USE OF THE VEHICLE

Private Car

We will cover You while the Car is being used for any of the following:

1. private, social, domestic and pleasure purposes;
2. farm purposes;
3. religious, social welfare or youth organisation workers in the course of their work.

Farm Vehicles

We will cover You while the Vehicle is being used:

1. in connection with Your regular farming activities, including Occasional Farm Contracting and the carriage of goods;
2. for private, social, domestic or pleasure purposes.

4 USES OF THE CAR WHICH ARE NOT COVERED

Private Car

We will not cover You while the Car is being used:

1. in the course of the business of carrying goods (except farming) or passengers for hire, fare or reward other than under a private pooling arrangement;
2. by any person who is acting as a commission agent, commercial traveller, company representative, salesperson, stock and station agent, insurance representative, assessor or loss adjuster or in a similar capacity unless specified in the Certificate;
3. in connection with the motor trade, other than while being repaired or serviced;
4. to carry fare paying passengers;
5. either practising for or taking part in any race, time trial, rally, sprint or drag race, or similar motor sport event, demonstration or test;
6. under any type of hire arrangement or agreement;
7. by a motor driving instructor unless it is to teach You or a member of Your Family to drive.

Farm Vehicles

We will not cover You while the Vehicle is being used:

1. to carry fare paying passengers;
2. either practising for or taking part in any race, time trial, rally, sprint or drag race, or similar motor sport event, demonstration or test;
3. under any type of hire arrangement or agreement;
4. by a motor driving instructor unless it is to teach You or a member of Your Family to drive.

5 WHO CAN USE THE VEHICLE

We will cover the Vehicle while it is being driven by or is in the care of:

1. You;
2. any person who has Your permission unless the Certificate shows otherwise.

Temporary lending without charge of any Vehicle will be acceptable provided the Vehicle is used for purposes as mentioned above.

The driver must hold a current motor driver's licence which allows them to operate the type of Vehicle concerned and is current in accordance with the law.

The driver must not be in breach of any of the conditions of their licence.

6 TEACHING TO DRIVE

We will cover the Car while it is being used to teach a person to drive so long as all legal requirements are complied with.

7 YOUR OBLIGATIONS

Modifications to the Vehicle

You must let Us know promptly if any modifications are made to the Vehicle which are not standard manufacturer's specifications. We may change the terms of this insurance in those circumstances, because modifications may affect the risk.

Condition, Maintenance and Safety of the Vehicle

You must take reasonable steps at all times to make sure that the Vehicle is:

1. in a fit condition for its intended use;
2. maintained in an efficient condition;
3. secure and protected from possible Loss.

Inspection of the Vehicle

If We ask to look over the Vehicle You must make it available to Us at a reasonable time and place.

PART ONE: ACCIDENTAL LOSS TO YOUR VEHICLE

8 WHAT YOU ARE INSURED FOR

Cover for Your Vehicle

Under Part One, We will cover You for any Accidental Loss including Flood which happens to Your Vehicle during the Period of Insurance unless the Loss is excluded.

Cost of Removal After a Loss

If a Vehicle is not in a driveable condition following an Accident which results in a valid claim on this insurance, We will reimburse You the reasonable cost of having it removed to the nearest safe place, in addition to the Sum Insured.

The maximum We will pay is:

1. \$3,000 for Cars;
2. \$10,000 for Farm Vehicles.

9 WHAT THIS INSURANCE DOES NOT COVER

Under Part One, We will not cover any of the following:

1. any Excess which applies under this Section of the Policy;
2. Loss of use of the Vehicle, any costs and expenses which result from this or any other consequential loss whatsoever;
3. depreciation or loss of value;
4. wear and tear, deterioration, rust or corrosion;
5. structural failure, mechanical, electrical, electronic or hydraulic breakdown, failure or breakage;

HOWEVER, We will cover You if the breakdown, failure or breakage is a direct result of any of the following:

- a. fire, Flood, collision, impact or overturning of the Vehicle;
 - b. the malicious act of any person other than You;
6. any Loss which is a result of inadequate or unsuitable cooling or lubrication;

HOWEVER, We will cover You for any Loss to the cooling system or lubrication as a direct result of any of the following:

- a. fire, collision, impact or overturning of the Vehicle;
 - b. the malicious act of any person other than You;
7. any Loss to tyres or their tubes by:
- a. punctures, cuts, splits or bursts;
 - b. the application of brakes;

HOWEVER, We will cover any of these Losses if they are the direct result of Accidental Loss to any other part of the Vehicle if that Loss is covered by this insurance;

8. any Loss to belts and chains unless they are the direct result of Accidental Loss to any other part of the Vehicle if that Loss is covered by this insurance;
9. any Loss or damage caused by vermin;
10. any of the exclusions listed in Section 18 – General Exclusions.

10 SPECIAL EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

Under Part One, unless otherwise indicated the following extensions are provided only if You have insured Your Vehicle for Full Cover.

Additional Vehicle/Change of Vehicle

If You acquire an additional Vehicle or change an existing Vehicle during the Period of Insurance We will automatically include the Vehicle in this insurance for the same Type of Cover as the existing Vehicle so long as:

1. You already have a Policy with Us for **Full Cover, Third Party, Fire And Theft** cover or **Fire And Theft** cover that covers this type of Vehicle;
2. You provide Us with details of the new Vehicle within ten (10) working days from the date of acquisition;
3. You pay Us the additional premium which is required for the new Vehicle; and
4. the Vehicle purchased is valued at no more than \$200,000.

If You do not tell Us within the ten (10) working days provided by in 2. above, cover for the new Vehicle will cease.

Domestic Trailer

Where this Section covers Your private Car, this Section automatically includes Accidental Loss to:

1. any domestic trailer owned by You or Your spouse;
2. any domestic trailer which You do not own but which is in Your care or control, as long as the Loss is not covered by any other insurance.

The maximum We will pay for any Loss is \$1,000.

This cover applies whether the domestic trailer is attached to a Car or not.

New Vehicle Replacement

For the purposes of this Section, the insured Vehicle is a Car, utility or truck with a gross vehicle mass of no more than 7,500 kilograms. If the insured Vehicle becomes a total Loss and is less than three (3) years old from new and has travelled less than 50,000 kilometres and We have accepted Your claim, We will replace the Vehicle with a new one of the same make, model and specification, if it is currently available in Australia.

We will also pay for twelve (12) months registration, less any refund amount from Your current registration.

If You do not want the Vehicle replaced with a new one, We will pay You the Market Value of the Vehicle instead.

Not at Fault Claims

You will not have to pay any Excess or lose a no claims bonus if:

1. the Accident was entirely caused by the driver of another Vehicle (as determined by Us);
2. You can give Us the registration number of the other Vehicle and the name and address of its driver;
3. the repair cost of Your Vehicle exceeds the applicable Excess and We are able to legally recover from the third party.

Stolen Vehicles

If Your Vehicle is stolen and not recovered We will pay up to \$100 per day for the cost of hiring an equivalent Vehicle We agree upon, additional to the item Sum Insured, and PROVIDED THAT You have immediately notified Us and the Police about the theft. The maximum We will pay under this extension is \$2,000.

Windscreen Extension

Your no claims bonus will not be affected if a claim is made under Part One of this Section for any Accidental Loss to the Vehicle windscreen, window glass, sun roof or the Vehicle's head lamps only.

No Excess will apply to the first claim in any one (1) Period of Insurance for each insured Car where the claim is for Accidental Loss to only the windscreen, window glass, sun roof or the head lamps.

Contents of Caravan/Caravan Annexe

If You have elected to insure the contents of Your caravan and/or Caravan Annexe and this is shown in the Certificate then We will pay for Loss or damage to the contents and/or annexe caused by:

1. fire;
2. theft;
3. overturning, Accident or collision to Your caravan and/or the Vehicle it is attached to;
4. Storm except in the case of an annexe made of canvas.

PROVIDED THAT:

the maximum We will pay is the limit/s shown in the Certificate.

Replacement Keys and Locks

If the keys to Your Vehicle are stolen, We will pay the reasonable costs of replacing the key ignition barrel and all locks and keys, or re-coding Your locks and associated electronic components of the Vehicle, PROVIDED THAT:

1. the theft of Your Vehicle's keys has been reported to the Police;

- the keys have not to your knowledge been stolen by a Family member, invitee or person who resides with You.

The maximum We will pay is \$2,000 per Vehicle and \$5,000 any one (1) event.

General Average & Salvage Charges

We will pay You any general average and salvage charges which are incurred whilst Your Vehicle is being transported, PROVIDED THAT:

- the Vehicle is being transported by ship within Australian waters;
- You obtain Our consent before You sign any general average bond and We are satisfied this is appropriate.

Unauthorised Use

We will cover You but not the driver for Accidental Loss or damage to Your Vehicle if the Loss or damage arises as a result of the Vehicle being used in a manner such that We could otherwise decline Your claim, PROVIDED THAT:

- Your Vehicle was being used in such a manner without Your knowledge or consent; and
- The driver is not a named insured and We have the right to recover from the driver all costs and expenses incurred in providing cover to You under this extension; and
- You have not compromised or waived any right of recovery against the driver; and
- You co-operate fully in any recovery action.

The maximum We will pay under this extension is \$100,000 for any event.

11 OPTIONAL EXTENSIONS AND CONDITIONS TO THIS SECTION

Where the Certificate shows these extensions to apply on an individual Vehicle, We will cover You for the following:

Farm Vehicle Windscreen Extension

No Excess will apply to the first claim in any one (1) Period of Insurance where the claim is for Accidental Loss to only the windscreen, window glass, sun roof or the head lamps.

Hire Vehicle

If Your Vehicle is in an Accident which results in a valid claim on this insurance, We will pay up to \$100 per day for the cost of hiring an equivalent Vehicle We agree upon, additional to the item Sum Insured.

The Hire Vehicle extension will only be provided:

- from the date of the Accident if Your Vehicle is not in a driveable condition or the date that Your Vehicle is made available for repairs if Your Vehicle is in a driveable condition;
- for a maximum of thirty (30) days or until the repairs have been completed, or until We settle Your claim by paying the Market Value or Sum Insured of Your Vehicle, whichever happens first.

We will not pay for:

- the cost of fuel used whilst driving the hire vehicle;
- any Accidental Loss or damage to the hire vehicle.

The maximum We will pay under this extension is \$2,000.

PART TWO: LEGAL LIABILITY

12 WHAT YOU ARE INSURED FOR

Cover for Legal Liability

Under Part Two, We will cover You for Your legal liability resulting from the Loss to the property of others arising from an Accident caused by or involving the Vehicle including loading and unloading during the Period of Insurance unless such Loss is excluded.

We will also provide the same cover for Your legal liability resulting from the Loss to the property of others arising from an Accident caused by or involving any insured trailer or agricultural implement either attached to or detached from Your Vehicle.

Costs and Expenses

We will also pay all costs and expenses arising from a valid claim under this Part Two which are recoverable from You or incurred with Our permission.

13 WHAT THIS INSURANCE DOES NOT COVER

Under Part Two, We will not cover Your legal liability to pay for any:

- Loss to property which belongs to You, or someone else which You or the driver have in Your care or control;
- physical or bodily injury for which the law requires there to be in force a compulsory statutory insurance scheme or accident compensation scheme;
- fine, penalty, or punitive, aggravated or exemplary damages;
- damage caused to any road or thoroughfare;
- damage to any bridge or viaduct or weighbridge or any road or path or anything beneath (including the material beneath such structures) by vibration or by the weight of Your Vehicle or the load carried by Your Vehicle;
- damage to underground services including pipes, cables and other installations caused by excavation or drilling;
- of the exclusions listed in Section 18 – General Exclusions.

14 SPECIAL EXTENSIONS AND CONDITIONS TO YOUR INSURANCE

Under Part Two of this Section, cover is extended to provide the same cover for legal liability as follows but only if there is no other insurance which covers that liability.

Death or Bodily Injury

If You have met all of Your statutory requirements and should compulsory third party insurance not apply, We will cover You for Your legal liability to pay compensation for bodily injury to any person other than:

- You and all members of Your Family;
- any person ordinarily residing with You or with whom You ordinarily reside;
- any person deemed to be covered under any workers' compensation legislation including agents, contractors and sub contractors as a result of an Accident arising out of the use of the Vehicle during the Period of Insurance.

The maximum We will pay under this extension from any one (1) original source or cause is twenty million dollars (\$20,000,000). This includes any costs and expenses which are recoverable from You, or incurred by You with Our consent.

Other People Driving Your Vehicle

We will cover the liability of any person who is using Your Vehicle with Your permission and who is not shown in the Certificate as being excluded from this insurance.

You Driving Another Vehicle

We will cover Your liability when using another Vehicle provided We would have covered You if You had been driving Your Vehicle and:

1. You are not the owner or lessee;
2. it is not hired to You under any form of hire agreement other than when hired in relation to the 'Stolen Vehicles' Special Extension and Condition to Your Insurance under Part One or the 'Hire Vehicle' Optional Extension and Condition to this Section.

We will not cover Accidental Loss or damage to the Vehicle.

Driving Your Car for Your Employer

We will cover Your employer if the Car is being used by You (or a fellow employee who has Your permission) for Your employer's business.

Government Business Use

We will cover the liability of the Commonwealth and State governments arising out of the use by You of Your Car on government business.

Uninsured Motorists Extension

Where the type of cover You have is either **Third Party** or **Third Party, Fire And Theft**, We will cover You for Accidental Loss to Your Car happening during the Period of Insurance and arising from a collision with another Vehicle up to a maximum of five thousand dollars (\$5,000).

If Your Car is worth less than the estimated cost to repair, We will pay You the Market Value. In either case the maximum We will pay is \$5,000.

PROVIDED THAT:

1. the driver of Your Car was not at fault (as determined by Us);
2. You can give Us the registration number of the other Vehicle and the name and address of its driver;
3. the driver of the other Vehicle is uninsured;
4. We are able to legally recover from the third party.

15 SPECIAL EXTENSIONS TO THIS SECTION

The following extensions will automatically apply to Your Policy if You have selected Full Cover for Your Vehicle. We will pay the benefits for the extensions in this Section even if the Sum Insured for the Vehicle has otherwise been exhausted.

Death and Injury Cover

This extension is only available if the insured is a private person and the Vehicle is a Car. If You or Your spouse are between the ages of sixteen (16) and seventy (70) years and suffer death or injury solely as a result of an Accident to the Car happening during the Period of Insurance, We will pay the following amounts:

1. death – \$5,000;
2. total and permanent Loss of sight of both eyes or the use of both hands or both feet, or one (1) hand and one (1) foot – \$5,000;

3. total and permanent Loss of the sight of one (1) eye, or the use of one (1) hand or one (1) foot – \$2,000.

We will only pay if the death or Loss occurs within three (3) calendar months of the Accident, and as a direct result of the Accident.

The maximum We will pay as a result of any one (1) Accident is \$5,000 and payment will be made to the insured person or the legal representative of that person.

No payment will be made under this extension if the death or injury is caused by suicide or attempted suicide or where the driver is under the influence of any intoxicating substance or drug.

Return Home Costs

1. If You are away from Your home and the Vehicle cannot be driven because of an Accident which results in a claim payable under Part One of this Section, We will reimburse You the reasonable costs incurred of returning You and any passengers to Your home.
2. We will also reimburse You the cost of travel for You or Your representative to collect Your Vehicle following repair or recovery if this is away from Your home.

The maximum We will pay for both 1. and 2. above, is the equivalent of standard fares for either train or bus.

Employees' Vehicles

We will cover Accidental Loss to a Car or utility owned by Your employees, PROVIDED THAT:

1. the Vehicle is used in connection with Your farming operations;
2. the employee has motor vehicle insurance insuring the Vehicle; and
3. the farming use of their Vehicle results in the employee's motor vehicle insurance no longer applying.

The maximum We will pay under this extension is \$25,000 for any event.

Emergency Accommodation and Repairs

If Your Vehicle is not in a driveable condition following an Accident which results in a valid claim and You are more than one hundred (100) kilometres from Your home, We will pay for the costs of emergency accommodation for You and/or the cost of emergency repairs which may be necessary to enable You to drive Your Vehicle home.

The maximum We will pay is \$2,000.

16 WHAT THIS INSURANCE DOES NOT COVER - APPLICABLE TO PARTS ONE AND TWO

There is no cover under any part of this Section for any of the following:

Alcohol and Drugs

There is no cover if an Accident happens while the Vehicle is being used by anyone:

1. who is under the influence of any intoxicating substance or drug;
2. who has a proportion of alcohol in the blood which exceeds the legal limit prescribed by law. This exclusion shall apply notwithstanding the driver may have died as a consequence of an Accident while driving the Vehicle;

3. who has a proportion of alcohol in the breath as ascertained by an evidential breath test subsequently undergone which exceeds the legal limit prescribed by the law;
4. who fails to supply a blood or breath sample as required by the law;
5. who fails to stop or to remain at the scene, following an Accident as prescribed by law.

If the driver dies from injuries received in an Accident the proportion of alcohol in any blood sample taken from the body of the deceased person will be assumed to be the same proportion which was in his or her blood at the time of the Accident.

PROVIDED THAT this exclusion shall not operate when the Vehicle is stolen.

Breach of Conditions of Licence

There is no cover for any Loss or liability while the Vehicle is being driven or operated by any person who breaches any conditions of their licence (if such is required when driving or operating the Vehicle or its components).

Designated Use

There is no cover for Loss or liability which results from the Vehicle being used beyond what it is designed and employed for.

Driver's Licence

There is no cover for any Loss or liability while the Vehicle is being driven or operated by any person who is not the holder of a licence for the appropriate class and use, applicable to the operation of the Vehicle or its components, or who breaches any conditions of their licence (if such is required when driving or operating the Vehicle or its components).

This exclusion shall not operate if the driver had held, and is not disqualified from holding or obtaining, and actually obtains a licence, NOR if the insured Vehicle is being used for the purpose of teaching a learner to drive if all requirements of the law are being complied with.

PROVIDED THAT, this exclusion shall not operate in respect of Part One when the Vehicle is stolen or illegally converted.

Liability by Agreement

There is no cover where liability arises because You have agreed to take liability upon Yourself unless that liability would have attached in the absence of this agreement.

Statutory Insurance

There is no cover for any Loss or liability which You or any other person or party to whom protection is given under this Policy is required by law to cover under a separate statutory policy.

Transportation of Hazardous Substances

There is no cover for Loss or Liability if the insured Vehicle's recommended carrying capacity exceeds two (2) tonne and was being used at the time of the Accident for the transportation of liquid fuels, compressed or liquefied gases, toxic chemicals, organic peroxides, explosives or any corrosive oxidising, infectious or radioactive substance, unless the Vehicle was being used for Your regular farming activities and not for commercial contract carrying whether occasional or otherwise and such use was not in breach of any legislation or the Australian Code for the Transportation of Dangerous Goods by Road and Rail.

Unsafe Vehicle

There is no cover if an Accident occurs while the Vehicle is not in a safe and road worthy condition unless:

1. You can satisfy Us that this did not cause or contribute to the Accident;
2. You can show that neither You (nor the person who was using the Vehicle at the time of the Accident) knew of the Vehicle's condition, or could have been reasonably expected to have known.

Wilful or Deliberate Action

There is no cover for Loss or liability which results from any wilful or deliberate action by You, or by anyone acting with Your knowledge or consent.

17 WHAT WE WILL PAY

CLAIMS UNDER PART ONE

We may choose from any of the following options to settle Your claim:

1. if You have chosen Your own repairer or You have chosen the repairer We recommend, We will ask the repairer to provide a quotation for the work that is required to repair Your Vehicle. If We authorise the repairer to carry out the repairs, We will pay You, or the repairer, the reasonable costs actually incurred to have Your Vehicle repaired. When it comes to the repair of Your Vehicle, We:
 - a. will repair Your Vehicle to return it to the condition it was in before the incident which damaged Your Vehicle;
 - b. will use new parts or parts consistent with the age and condition of Your Vehicle;
 - c. will use manufacturer's approved parts if Your Vehicle is under warranty (but excluding extended warranty);
 - d. may instruct the repairer to use other repairers to complete certain parts of the repairs. For example, if Your windscreen is damaged, We may instruct the repairer to have the windscreen repaired by a specialist windscreen repairer;
 - e. guarantee the quality of workmanship and materials for the life of the Vehicle (subject to wear and tear);
2. if You choose Your own repairer, We may not always authorise the repairs if We are not satisfied that the quote for the repairs is fair and reasonable. If this happens:
 - a. We will pay You the amount that We determine to be fair and reasonable for the repairs. This amount will be determined by a motor vehicle assessor appointed by Us inspecting the damage to Your Vehicle, and reviewing, adjusting and/or reducing Your repairer's quote. We may also compare Your repairer's quote with a quote We obtain from a repairer We choose;
 - b. if We do not authorise repairs and We pay You the amount We determine to be fair and reasonable for the repairs, We will not guarantee the quality of workmanship and materials;
3. We:
 - a. will not be responsible for additional costs incurred because of delays in delivery of parts;
 - b. will not pay for any air-conditioning refit, re-gas or any modification required by law;

- c. may require You to contribute to the cost of the repairs if the repairs to Your Vehicle leave it in a condition that is better than the condition it was in before the incident that caused the damage;
 - d. will not be held liable for any costs incurred where any repairer cannot match the existing paint work;
4. if Your Vehicle is insured as a Private Car We will pay You the Market Value of the Vehicle. If Agreed Value has been selected, We will pay You the value shown in the Certificate;
 5. if Your Vehicle is not a Car insured as a Private Car, We will pay You the Market Value of the Vehicle or the Sum Insured, as shown in the Certificate, whichever is the lesser. If Agreed Value has been selected, We will pay You the value shown in the Certificate.

Where the Certificate shows an item of Unspecified Agricultural Vehicles, the maximum We will pay is the Sum Insured shown in the Certificate.

If We settle Your claim by paying the Market Value of the Vehicle, the Sum Insured or the Agreed Value, then We will retain any proceeds from the wreck. Insurance cover will cease and no refund of premium is payable.

Unavailable Parts

If any parts needed for repairs to the Vehicle are unavailable from stock in Australia, We will not pay more than:

1. the manufacturer's latest listed price or quoted prices;
 2. the actual cost of having the part/s made in Australia;
- whichever costs less.

We will not pay for the cost of any express or airfreight of parts from overseas unless agreed by Us first.

We will not be held liable for any costs incurred where any repairer cannot match the existing paintwork.

CLAIMS UNDER PART TWO

We will pay up to twenty million dollars (\$20,000,000) in respect of claims under Part Two of this Section. This includes any costs and expenses which are recoverable from You, or incurred by You with Our consent.

This is the maximum We will pay for any claim, or a series of claims which result from the same Accident.

SECTION 17 – Personal Accident and Sickness

This Section 17 – Personal Accident and Sickness only forms part of the Policy when Personal Accident and Sickness is shown in the Certificate. Where the Certificate shows that You have taken this cover, this is the wording that applies.

Section 2 – Important Information, Section 3 – General Conditions, Section 4 – Claims Conditions, Section 18 – General Exclusions and Section 19 – General Definitions are also applicable to this Section 17 – Personal Accident and Sickness.

1 DEFINITIONS

The following definitions apply to this Section of the Policy only.

BENEFIT

'Benefit' means the amount determined in accordance with the Certificate for this Policy.

EVENT

'Event' means one (1) of the events described in the table set out under 4 Insured Events.

FULL DISABLEMENT

'Full Disablement' means the inability of the Insured Person, directly resulting from the Injury or Illness, to engage in or perform or attend to the Insured Person's Occupation. The ability to only perform intellectual and/or supervisory duties not of a physical nature will still constitute full disablement.

ILLNESS

'Illness' means illness, sickness, disease or debilitating condition.

INJURY

'Injury' means external or internal bodily injury caused solely and directly by unforeseen violent, Accidental, external and visible means.

INSURED PERSON

'Insured Person' means the person who is named as the Insured Person in the Certificate. An Insured Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the Act. An Insured Person is not a contracting insured and does not enter into any agreement with Us.

An Insured Person's access to cover:

1. begins from the time the relevant person meets the criteria specified in the Certificate and becomes an Insured Person; and
2. ends at the earliest of the following events:
 - a. when the relevant person no longer meets the criteria specified in the Certificate for an Insured Person; or
 - b. at the end of the Period of Insurance; or
 - c. when the Policy is cancelled by Us or the Insured;

whichever occurs first.

If an Insured Person makes a claim under this Section then such person will have the same obligations to Us as if they were the insured and We will have the same rights against the Insured Person as We would have against the insured.

LOSS OF USE

'Loss of Use' means physical severance or permanent total loss of use which has lasted more than one (1) year and is incurable.

OCCASIONAL FARM CONTRACTING

'Occasional Farm Contracting' means farm contracting activities provided to others by You which are incidental to and consistent with Your farming business and which generate a maximum of \$100,000 or twenty percent (20%) of Your combined annual turnover (whichever is the lesser).

OCCUPATION

'Occupation' means the Insured Person's business occupation as shown in the Certificate.

PARTIAL DISABLEMENT

'Partial Disablement' means the inability of the Insured Person, directly resulting from the Injury or Illness (convalescent) to engage in or perform or attend to a substantial part of the Insured Person's Occupation.

YOU

'You' means, for the purpose of this Section, the person taking out this insurance who is named as the insured in the Certificate. You must ensure that a copy of this PDS is made available to each Insured Person.

2 WHAT YOU ARE INSURED FOR

If the Insured Person suffers an Event during the Period of Insurance, caused by an Injury or Illness which happens after the commencement of the first Period of Insurance, We will pay the Benefit set out in the table under 4 Insured Events. Benefits in respect of hernia are payable only if Illness cover is taken.

3 THE INSURANCE COVER PROVIDED

Time Limits

We will not pay more than one hundred and four (104) weeks disablement in total under Events C and D (either separate or combined) or under Events E and F (either separate or combined). If there is an Excess, then this period is reduced by the Excess period.

Excess/Deferment Period

We will not pay any weekly Benefit for the first seven (7) consecutive days of any disability or for the voluntary deferment period specified in the Certificate (whichever is the greater).

Waiting Period

We will not pay for Event E listed in 4. Insured Events table below for any Illness that the Insured Person suffers within fourteen (14) days of the beginning of the first Period of Insurance. We will also not pay for Event E unless the period of disablement is more than seven (7) consecutive days.

Restrictions

1. If the Insured Person becomes entitled to more than one (1) of Events A or B (1-26), arising from the same Injury:
 - a. the Insured Person will only be entitled to the Event with the greater percentage of disability if that Event includes the Event with the lesser percentage of disability;
 - b. the Insured Person shall not be entitled to total amounts greater than the amount payable under Event A.
2. If the Insured Person becomes entitled to an amount under:
 - a. Event A or Events B (1-6) then this Section will subsequently lapse;
 - b. any of Events B (7-26), We will not cover the Insured Person for any subsequent Injury resulting in any of Events B (7-26).
3. We will not pay for more than one (1) of Events C, D or E for the same period of time.
4. If the Insured Person has a recurrence of Events C, D or E, within twenty-four (24) months of the end of the previous period of disablement, that arises from the same Injury or Illness for which an amount has already become due, We will treat it as the same claim, subject always to the time limits mentioned above.
5. If the Insured Person shall be entitled to receive benefits under any workers' compensation legislation or other workers' compensation policy of insurance, then the Benefit amount payable under Events C, D, E or F of this Section shall be reduced by the amount of such entitlement.

4 INSURED EVENTS

If the following Events are shown in the Certificate this Section covers Injury resulting in:

EVENT	BENEFIT
A Accidental Death	The Sum Insured shown in the Certificate
B Total and permanent disability (as listed below) occurring within one hundred and four (104) weeks of the disability	The percentage of the Sum Insured shown in the Certificate
(1) Loss of the sight of both eyes	100%
(2) Loss of Use of both hands	100%
(3) Loss of Use of both feet	100%
(4) Loss of Use of a hand and a foot	100%
(5) Total and incurable disablement for all further work	100%
(6) Total and incurable paralysis of all the limbs	100%
(7) Loss of Use of an arm or the greater part of an arm	80%
(8) Loss of Use of a leg above the knee	75%
(9) Loss of all sight of one (1) eye together with the serious diminution of the sight of the other eye	75%
(10) Loss of Use of a hand or of five (5) fingers of a hand or the lower part of an arm	70%
(11) Loss of Use of a foot or a leg below the knee	60%
(12) Loss of hearing	50%
(13) Loss of speech	50%
(14) Loss of all sight of one (1) eye	50%
(15) Loss of the lens of an eye	30%
(16) Loss of Use of a thumb	30%
(17) Loss of Use of the forefinger of either hand	20%
(18) Loss of Use of the joint of a thumb	15%
(19) Loss of Use of two (2) joints of the forefinger of either hand	12.5%
(20) Loss of Use of the little finger of a hand	12%
(21) Loss of Use of the big toe of either foot	10%
(22) Deafness of one (1) ear	10%
(23) Loss of Use of two (2) joints of the little finger of either hand	8.5%
(24) Loss of Use of the middle or of the ring finger of a hand	8%
(25) Loss of Use of two (2) joints of a middle or ring finger of either hand	6.5%
(26) Loss of Use of a toe other than the big toe or of a joint of a finger	5%
C Full Disablement by Injury	The Sum Insured shown in the Certificate for each week of Full Disablement
D Partial Disablement by Injury	The Sum Insured shown in the Certificate for each week of Partial Disablement

If the following Event is shown in the Certificate this Section covers Illness resulting in:

E Full Disablement by Illness for each week of Full Disablement	The Sum Insured shown in the Certificate
F Partial Disablement while convalescent from Event E	The Sum Insured shown in the Certificate for each week of Partial Disablement with a maximum of two (2) weeks

5 WHAT YOU ARE NOT INSURED FOR

This Section does not cover:

1. any Injury or Illness that results from:
 - a. the Insured Person's suicide or attempted suicide;
 - b. intentional self injury;
 - c. a pre-existing medical condition;
 - d. acting maliciously;
2. any Injury or Illness that results from the Insured Person taking part in:
 - a. microlighting or aerial top dressing or air travel, other than as a fare paying or ticket holding passenger in an aircraft fully licensed for the carriage of passengers for hire or reward and operated by a regular airline or established charter service;
 - b. steer riding and other rodeo activities;
 - c. any form of competitive organised football code;
 - d. mountaineering other than as a member of any search and rescue organisation;
 - e. caving activities;
 - f. snow skiing, ice skating and other similar winter sports;
 - g. polo, polo-cross;
 - h. racing of any kind other than on foot;
 - i. boxing or wrestling in exhibitions;
 - j. diving activities involving the use of compressed air;
 - k. hang-gliding, parachuting or parapunting;
 - l. professional sporting activities;
3. any Injury or Illness while the Insured Person is under the influence of an intoxicating substance or a drug;
4. Illness due wholly or partly to:
 - a. Human Immuno-deficiency Virus ('HIV') and/or;
 - b. any HIV related Illness including Acquired Immune Deficiency Syndrome ('AIDS') and/or any other variation of this Illness however arising;
 - c. sexually transmitted diseases;
 - d. the normal effects of pregnancy or childbirth;
 - e. Illness due wholly or partly to an outbreak of Highly Pathogenic Avian Influenza or any other disease declared to be Listed Human Diseases under the *Biosecurity Act 2015* (Cth) (as amended).
 - f. any Loss or damage arising directly or indirectly as a result of a communicable disease being a disease which can be transmitted by means of any substance or agent either directly or indirectly from any organism to another organism which disease, substance or agent can threaten damage to human health and/or welfare.
5. any of the exclusions listed in Section 18 – General Exclusions.

6 WORLD WIDE COVER

Territorial Scope

This Section covers the Insured Person anywhere in the world.

7 POLICY CONDITIONS

Your Obligations

1. You must notify Us in writing and obtain Our written consent if:
 - a. the Occupation of the Insured Person changes;
 - b. at the beginning of each Period of Insurance, the Insured Person has any physical defect, infirmity, Injury or Illness.We may wish to restrict this Section or ask You to pay an additional premium.
2. You must comply with all the requirements of this Section and be honest with Us at all times.
3. You or anyone acting on Your behalf must not do anything nor allow anything to be done which is fraudulent when taking out this insurance or in seeking to obtain any Benefit under this Section.
4. In the event of any claim the Insured Person must immediately or as soon as possible obtain medical treatment from a registered doctor or hospital and follow any medical advice given.
5. In the event of a claim, You or the Insured Person must advise Us as to any other insurance that covers the same risk, that they are entitled to claim under or have access to.

If You do not meet all these obligations We may reduce or decline any claim You make.

Policy Changes by Payment of Claim

If any Event under this Section is restricted following the payment of a claim, You may apply to have that Event reinstated.

Our Rights

1. If necessary for the determination of a claim, then at Our request the Insured Person must have a medical examination at a reasonable and mutually convenient time.
2. If the Insured Person dies, We shall be entitled to a post mortem examination at Our cost.
3. Death will not be presumed by the disappearance of the Insured Person except if the ship or the aircraft on which he or she was travelling has disappeared, sunk or been destroyed.
4. You must provide Us with any information We may reasonably call for to substantiate any claim and We may decline any claim until that information is provided.

8 SPECIAL EXTENSIONS TO THIS SECTION

Ancillary Occupation

This Section also covers the Insured Person if engaged in Occasional Farm Contracting.

Exposure

This Section also covers the Insured Person for an Injury suffered due to exposure to the elements or by accidentally inhaling water or gas.

Regular Payments

We will pay continuing amounts due under a claim for Events C, D or E only subject to the Insured Person providing proof of continuing disablement for the period involved when and as often as We may reasonably call for it.

Disappearance

If the Insured Person has disappeared for more than one (1) year under circumstances where it can be reasonably assumed that the disappearance has resulted in the Insured Person's death by Injury then We may treat the disappearance as Event A.

Payment for any Benefit must be returned to Us if the Insured Person subsequently reappears or We are satisfied on the information We have that the Insured Person has reappeared.

Funeral Benefit

If a claim is payable for Event A (Accidental Death) We will also pay the reasonable burial or cremation expenses (including the reasonable cost of returning the remains of the Insured Person to their place of residence). The maximum We will pay for this Benefit is \$5,000.

SECTION 18 – General Exclusions

There is no cover under any of the Sections of Your Policy for any of the following General Exclusions:

1 ACTION BY AUTHORITIES

We will not cover any Loss or liability caused by confiscation, nationalisation or requisition by the order of Government or local authorities but We will pay for damage as a result of such an order if it is to prevent fire or other damage that is covered by this Policy.

2 APPLICATION OF HEAT

We will not cover any Loss or damage to any property as a result of it undergoing any process involving the deliberate application of heat.

3 CONSEQUENTIAL LOSS

We do not provide any cover for consequential loss or liability whatsoever under any Section of this Policy.

4 EXCESS

We do not pay any Excess (including voluntary or additional Excess).

HOWEVER, when the Loss or damage occurs to more than one (1) item or Section from the same cause or event in any one (1) period of seventy-two (72) consecutive hours, then the Excess payable by You will be the highest applicable Section Excess. In the case of earthquake, all Losses occurring within the period of seventy-two (72) hours of the earthquake are regarded as one (1) event.

5 FLOOD

We will not cover any Loss or liability caused directly or indirectly in any way by Flood (as defined in Section 19 – General Definitions) under any Section of this Policy except for the Full Cover option under Section 16 – Private, Farm and Business Vehicle.

HOWEVER, should street gutters and drains overflow during a Storm and the rainwater flows into Your property or if it is unable to soak quickly enough into the soil and runs off the surface of the land into Your property and causes Loss or damage, We will cover You for this damage PROVIDED THAT there is not a Flood as defined in Section 19 – General Definitions.

6 INFORMATION TECHNOLOGY

1. We will not cover any Loss or damage directly or indirectly caused by, resulting from or in connection with:
 - a. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data (as defined in Section 19 – General Definitions); or

- b. error in creating, amending, entering, deleting or using Electronic Data; or
 - c. total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all; or
 - d. the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by You or on Your behalf; orfrom any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.
2. HOWEVER, in the event that a “peril” listed below causes any of the matters described in paragraph 1. above, We will cover:
 - a. physical Loss or damage or destruction to property caused by such listed peril; and/or
 - b. consequential Loss.

Subject to all other Policy terms, conditions and exclusions.

A “peril” in this exclusion means fire, lightning, thunderbolt, explosion, earthquake, subterranean fire, volcano, impact by aircraft or other aerial objects therefrom, impact by any vehicles or animal, impact by trees, or branches, hail, water, rainwater, weight of snow, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes or sprinkler installation.

The terrorism exclusion in this Policy prevails over this exclusion.

7 TERRORISM

We will not cover:

1. death, injury, illness, Loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any ‘act of terrorism’, regardless of any other cause or event contributing concurrently or in any other sequence to the Loss.
2. death, injury, illness, Loss, damage, liability, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any ‘act of terrorism’.

‘Act of terrorism’ includes any act, or preparation in respect of action, or threat of action designed to influence the government lawfully of any nation or any political division, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group/s of persons whether acting alone or on behalf of or in connection with any organisation/s or government/s, and which:

- a. involves violence against one (1) or more persons; or
- b. involves damage to property; or
- c. endangers life other than that of the person committing the action; or
- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

8 WAR, NUCLEAR AND NATURAL DISASTERS

We will not cover any Loss, damage, destruction, liability, sickness or injury caused by or arising from:

1. acts of foreign enemies, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power, civil commotion assuming the proportions of or amounting to a popular rising, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
2. nuclear reaction, nuclear radiation, nuclear weapons material or ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. (For the purpose of this exclusion, 'combustion' includes any self-sustaining process of nuclear fission);
3. hydrothermal activity, subterranean fire;
4. Landslip or Subsidence (unless occurring within seventy-two (72) hours of Storm, Tsunami, rainwater, hail, snow, or wind, earthquake, explosion, liquid escaping from a fixed pipe or something attached to a pipe, fixed gutter, fixed tank, apparatus or a drain), Erosion of the land, normal settlement, shrinkage or expansion of buildings, foundations, walls, pavements, roads or driveways or other structural improvements.

9 WILFUL ACTS

We will not cover any claims arising directly or indirectly from, or in connection with any wilful act by You, Your employee or Your agent.

10 ASBESTOS

We will not cover any liability whatsoever for any claim or claims in respect of personal injury or property damage directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

11 BUSHFIRE COVER DELAY FOR NEW POLICIES AND COVER INCREASES

We will not cover any Loss, damage or destruction arising directly or indirectly from, or in connection with bushfire, grass fire or scrub fire occurring within forty-eight (48) hours of:

1. the commencement of the first Period of Insurance of this Policy;
2. the commencement of any increase in cover or additional inclusion in cover but this restriction only applies to the amount of the increase or the additional inclusion.

12 GEOGRAPHICAL LIMITATIONS

We will not cover any Loss or damage to any insured property that is outside Australia at the time of its Loss or damage, except as specifically stated otherwise in the appropriate Section.

13 ACTIONS OF THE SEA

We will not cover any Loss, damage or liability caused by, contributed to by, resulting from or arising out of or in connection with:

1. the action of the sea;
2. a tidal wave;
3. a storm surge (an abnormal rise in the level of the sea along a coast caused by the winds of a severe cyclone);
4. a Tsunami.

SECTION 19 – General Definitions

The following General Definitions apply to all Sections of the Policy, unless defined differently in individual Sections. If a word or expression has a special meaning, it begins with a capital letter.

ACCIDENT

'Accident' means an unintended and unforeseen happening or event. 'ACCIDENTAL' has the corresponding meaning.

CERTIFICATE

'Certificate' means the most recently dated Certificate issued to You. This includes any certificate or attachment which is issued to renew or endorse Your insurance.

DATE RECOGNITION PROBLEM

'Date Recognition Problem' means the failure of any:

1. computer or auxiliary equipment;
2. computer system, software program or spreadsheets;
3. data processing equipment, media or auxiliary equipment;
4. microchip, integrated circuit or similar device;
5. telecommunications equipment or systems.

Or any other system for processing, storing, transmitting, retaining or returning data, whether it is Your property or not, and occurring before, during or after the year 2000 to:

- a. correctly recognise any date as its true calendar date or its true value;
- b. capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data, information, command, instruction as a result of treating any date otherwise than its true calendar date or its true value;
- c. capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated above, being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

ELECTRONIC DATA

'Electronic 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.

EROSION

'Erosion' means the falling away of the earth.

EXCESS

'Excess' means the first amount of any claim which You must bear because You are not insured for this amount.

FAMILY

'Family' means persons who normally reside with You permanently and includes but is not limited to Your:

1. spouse or defacto spouse;
2. or Your spouse's or defacto's unmarried children;
3. parents or Your spouse's or defacto's parents;
4. or Your spouse's or defacto's brothers or sisters;
5. or Your spouse's or defacto's children whilst at boarding school.

FLOOD

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

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

LANDSLIP or LANDSLIDE

'Landslip' or 'Landslide' means the movement (whether by way of falling, sliding or flowing or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground.

LOSS

'Loss' means physical loss, damage or destruction.

PERIOD OF INSURANCE

'Period of Insurance' means the duration of Your Policy starting from the Inception Date and ending on the Expiry Date as shown in the Certificate (unless the Policy is cancelled earlier by Us).

POLICY

'Policy' means:

1. this ARGIS Farm Extra Insurance Product Disclosure Statement (this document);
2. any Supplementary Product Disclosure Statement;
3. the Proposal;
4. the Certificate;
5. any endorsement;
6. any other document We tell You forms part of the policy which may vary or modify the above documents.

PRESSURE VESSEL

'Pressure Vessel' means a vessel which, in normal use, is subject to generated or applied fluid pressure.

PRODUCTION PROCESS

'Production Process' means any process of producing, making, treating or servicing goods. 'PROCESS' has the corresponding meaning.

PROPOSAL

'Proposal' means the written proposal form submitted to Us containing particulars and statements (together with any other written information which may have been supplied in conjunction therewith) bearing the date as stated in the Certificate and relied on by Us to effect this Policy.

STORM

'Storm' means violent wind sometimes combined with thunder, heavy falls of rain, hail or snow. 'STORM' does not mean persistent bad weather nor does it mean heavy or persistent rain by itself.

SUBSIDENCE

'Subsidence' means the settling, shrinkage or any movement of the earth.

SUM INSURED

'Sum Insured' means the sum shown in the Certificate.

TSUNAMI

'Tsunami' means a sea wave caused by an underwater earthquake.

WE, US, OUR or THE INSURER

'We', 'Us', 'Our' or the 'Insurer' means Pacific International Insurance Pty Limited (ABN 83 169 311 193, AFSL 523921) ('Pacific').

YOU or YOUR

'You' or 'Your' means the persons or legal entities shown on the Certificate as the insured. Where You own any property insured by this Policy with another person or entity, it will be deemed to be 'Jointly Insured'.

Product underwritten by Pacific International Insurance
Pty Limited
PO BOX 550, Kotara, NSW 2289
ABN 83 169 311 193
AFSL 523921

Product distributed by SGUAS Pty Ltd t/as ARGIS Insurance
Level 21, 150 Lonsdale Street
Melbourne, VIC 3000
ABN 15 096 726 895
AFSL 234437

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