







All-in-One Farm Pack Product Disclosure Statement

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www.achmea.com.au
Call us 1800 724 214 FREE
info@achmea.com.au

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Introduction

About Achmea Australia

Achmea Australia ABN 86 158 237 702 is an Australian Prudential Regulation Authority (APRA) authorised insurer and is an Australian Financial Services Licensee AFSL No. 433984 authorised to issue, apply for, acquire, vary and dispose of (cancel) general insurance products and provide financial product advice in relation to general insurance products.

The contact details for Achmea Australia are:

Achmea Australia

Darling Park Tower 3, Level 16, 201 Sussex Street, Sydney NSW 2000 GPO Box 4577, Sydney NSW 2001

- T 1800 724 214
- F 1800 724 205
- E info@achmea.com.au
- W www.achmea.com.au

General advice warning

<u>We</u> will give <u>you</u> factual information about the general insurance products <u>we</u> issue to help <u>you</u> decide whether to buy them. <u>We</u> will typically also provide <u>you</u> with general advice about them. General advice does not take into account <u>your</u> specific personal objectives, financial situation and needs. Before deciding whether to acquire the insurance, <u>you</u> should consider the appropriateness of the advice having regard to <u>your</u> specific personal objectives, financial situation and needs and should also read and consider this "Product Disclosure Statement" ("PDS").

Understanding your policy

In order to properly understand the significant features and benefits of \underline{your} policy, \underline{you} need to carefully read the following:

- the rest of this Introduction which sets out among other things, how <u>you</u> can apply for insurance, details of <u>your</u> Duty of Disclosure and important general information about the insurance;
- the General Conditions in this "PDS" as they apply to all Categories of <u>your policy</u> and also the sections in this "PDS" relating to each Category for which <u>you</u> have cover;
- the Definitions at the end of this "PDS" which set out the specific meanings of certain words; and
- your "Certificate of Insurance" that contains specific details relevant to your policy (including which Categories of cover apply to you) and any additional terms specific to you and which can affect your cover.

Words with specific meanings

In this "PDS" there are words with a specific meaning. We have underlined them. The meaning of these words for the purposes of this "PDS" is set out in the definitions at the end of this "PDS".

Words with the first letter capitalised and shown in inverted commas refer to specific documents provided by <u>us.</u>

Headings

Headings in this document have been included for ease of reference. This "PDS" is not to be construed or interpreted by reference to headings.

Singular versus plural

A word which denotes the singular includes the plural and vice versa.

Star Cover options

Under each Category <u>you</u> can select the level of Star Cover that best suits <u>your</u> needs. One Star Cover is <u>our</u> basic cover, Two Star Cover provides for more insured perils while Three Star Cover is <u>our</u> most comprehensive cover and also provides cover for some specialist risks not necessarily required by everyone.

Applying for insurance

To apply for insurance, <u>you</u> must complete <u>our</u> "Proposal Form" and identify the Categories <u>you</u> want to insure and the matters particular to them e.g. the property <u>you</u> want to insure and the Insured Sum <u>you</u> want for an <u>insured item</u>.

<u>We</u> will then provide <u>you</u> with a "Quotation" which will inform <u>you</u> which Categories of cover <u>we</u> are able to offer <u>you</u> and the <u>total premium you</u> need to pay for <u>your policy</u>, and which will identify the <u>policy period</u> during which <u>your</u> cover will operate. The "Quotation" will set out the Insured Sum or Limit of Indemnity specified in relation to an <u>insured item</u> under each Category. It is important that <u>you</u> make sure these amounts suit <u>your</u> needs. If <u>you</u> do not do this, and <u>you</u> suffer a loss, some of that loss might not be insured.

To accept the "Quotation", <u>you</u> must complete <u>our</u> "Acceptance Form". <u>We</u> will then issue <u>you</u> with a "Certificate of Insurance". <u>You</u> need to read it carefully and again check that the details are correct to ensure <u>you</u> are happy with <u>your policy</u>. <u>You</u> should keep <u>your policy</u> documents in a safe place.

Duty of disclosure when you enter into a policy with us for the first time

Before <u>you</u> enter into an insurance contract, <u>you</u> have a duty of disclosure under the *Insurance Contracts Act* 1984 (Cth).

Before considering whether to issue a <u>policy</u> to <u>you</u>, <u>we</u> need <u>you</u> to answer the questions set out in <u>our</u> "Proposal Form" and otherwise asked by <u>us</u> that are relevant to <u>our</u> decision to insure <u>you</u> and on what terms.

When answering the questions <u>you</u> must tell <u>us</u> everything that <u>you</u> know, and that a reasonable person in the circumstances would include in answering the questions. <u>You</u> have this duty until <u>we</u> agree to insure <u>you</u>.

Duty of disclosure before we renew, vary, extend, replace or reinstate your policy

You also have a duty of disclosure when you ask <u>us</u> to renew, vary, extend, replace or reinstate <u>your policy</u>. We may ask <u>you</u> questions that are relevant to <u>our</u> decision to renew, vary, extend, replace or reinstate <u>your policy</u> and on what terms. <u>You</u> must tell <u>us</u> everything that <u>you</u> know, and that a reasonable person in the circumstances would include in answering the questions. <u>We</u> may give <u>you</u> details of information <u>you</u> have previously told <u>us</u> and ask <u>you</u> to tell <u>us</u> if it has changed. If <u>we</u> do this, <u>you</u> must tell <u>us</u> about any change or that there is no change. If <u>you</u> do not tell <u>us</u> about a change, <u>you</u> will be taken to have told <u>us</u> that there is no change. <u>You</u> have this duty until <u>we</u> agree to renew, vary, extend, replace or reinstate <u>your policy</u>.

Who needs to tell us

Everyone who is noted on <u>your</u> "Certificate of Insurance" as an insured must comply with the Duty of Disclosure. If <u>you</u> provide information on behalf of another person named, <u>you</u> must include in <u>your</u> answers to <u>our</u> questions everything that they know, and that a reasonable person in the circumstances would include in answering the questions. <u>We</u> will treat the information as if that other person had provided that information to <u>us</u>.

What you do not need to tell us

When <u>you</u> enter into a <u>policy</u> with <u>us</u> for the first time or when <u>we</u> renew, vary, extend, replace or reinstate <u>your policy</u>, <u>you</u> do not need to tell <u>us</u> about any matter that:

- · diminishes our risk;
- · is of common knowledge;
- we know or should have known in the ordinary course of our business as an insurer; or
- we indicate we do not need to know.

If you do not comply with the duty of disclosure

If an insured does not comply with the Duty of Disclosure, <u>we</u> may reduce or refuse to pay a <u>claim</u>, or cancel the <u>policy</u>, or both. If fraud is involved, <u>we</u> may refuse to pay a <u>claim</u> and treat the <u>policy</u> as if it never existed.

Duty of utmost good faith

The law requires <u>you</u>, any third party beneficiary under <u>your policy</u> and <u>us</u> to act towards each other with utmost good faith, fairly, openly and honestly in respect of any matters arising under <u>your policy</u>.

Claims made and notified cover

Insurance under Category Five – Liability is provided on a "claims made and notified" basis. This means that the Category provides cover only for those <u>claims</u> first made against <u>you</u> and notified to <u>us</u> during the <u>policy</u> <u>period</u> (unless the additional benefits for Continuity of Cover or for Run Off cover apply).

Category Five does not provide cover if the <u>claim</u> for which <u>you</u> seek indemnity is:

- 1. A <u>claim</u> that <u>you</u> knew about before the <u>policy period</u> began, or that a reasonable person in <u>your</u> position would have known about before the <u>policy period</u> began.
- 2. A <u>claim</u> that arises out of an <u>event</u> that <u>you</u> or a reasonable person in <u>your</u> position would have thought before the <u>policy period</u> began might result in a <u>claim</u> that may be covered by the <u>policy.</u>

Unless the additional benefit for Continuity of Cover applies, or

3. A <u>claim</u> that arises from an <u>event</u> occurring on or after the <u>commencement date</u> or any <u>retroactive date</u> noted on <u>your</u> "Certificate of Insurance", whichever is the earlier.

Where <u>you</u> give notice in writing to <u>us</u> of any facts that might give rise to a <u>claim</u> against <u>you</u> as soon as reasonably practicable after <u>you</u> become aware of those facts but before the expiry of the <u>policy period</u>, <u>you</u> may have rights under Section 40 (3) of the <u>Insurance Contracts Act 1984 (Cth)</u> to be indemnified in respect of any <u>claim</u> subsequently made against <u>you</u> arising from those facts notwithstanding that the <u>claim</u> is made after the expiry of the <u>policy period</u>. Any such rights arise under the legislation only. The terms of the <u>policy</u> and the effect of the <u>policy</u> is that <u>you</u> are not covered under Category Five for <u>claims</u> made against <u>you</u> after the expiry of the <u>policy period</u> unless the additional benefits for Continuity of Cover or for Run Off cover apply.

Underinsurance

<u>You</u> need to ensure that the Insured Sum or Limit of Indemnity for each <u>insured item</u> is appropriate for your needs.

An underinsurance or average clause applies to the Building, Inventory and Business Interruption Categories of this "PDS". This means that if the Insured Sum for <u>your building</u> (unless <u>you</u> have guarantee against

underinsurance) or for your inventory is below 80% of the actual value at the commencement date or, for Business Interruption, if the declared value of gross profit at the commencement date is below 70% of the actual gross profit, we will reduce the amount that we pay on your claim proportionately in accordance with the relevant clause in that Category.

GST input credits

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

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

If you do not disclose or if you understate your entitlement, you may be liable for GST on settlement of the <u>claim</u>. We do not insure nor are we liable for this GST liability or for any fine, penalty or charge for which you may be liable for.

Cooling-off period

If you want to cancel your policy after your decision to buy it, you may cancel it and receive a full refund of the total premium. To do this you must notify us electronically or in writing within 21 days from the commencement date of the cover. This cooling-off right does not apply if you have made a claim. Even after the cooling-off period ends, you still have cancellation rights in certain circumstances.

When you can cancel your policy

You can cancel your policy at any time by writing to us requesting cancellation. If the cancellation is outside the cooling-off period, we will refund the total premium paid by you less a pro-rata proportion to cover the period for which you were insured, reasonable administrative costs relating to the issue and cancellation of your policy and any federal, state or territory government taxes and levies we cannot recover except for cover under Category Four - Vehicles for farming equipment, when the following applies.

For cover under Category Four – Vehicles for farming equipment items, if you cancel outside the coolingoff period and within 60 days of the commencement date or amendment date (if added after the commencement date), we will refund 50% of the total premium for these items. If cancelled after 60 days, there will be no refund of the total premium for these items.

When we can cancel your policy

We can cancel your policy if you or a person who is or was at any time the insured:

- 1. Fails to comply with the Duty of Utmost Good Faith.
- 2. Fails to comply with the Duty of Disclosure.
 - Fails to comply with a section or clause of your policy, including a section with respect to payment of the premium; makes a misrepresentation to us during the negotiations for your policy but before the commencement date.
- 3. We have agreed to accept payment of the total premium in instalments, have at least one instalment remaining unpaid in excess of one month or more.
- 4. Makes a fraudulent <u>claim</u> under <u>your policy</u> or under another contract of insurance (whether with <u>us</u> or another insurer) during the same period of time that our policy insures you for.

If we cancel your policy, we will give you 30 days' notice in writing. We will refund the total premium paid by you less a pro-rata proportion to cover the period for which you were insured, reasonable administrative costs related to the issue and cancellation of the policy and any federal, state or territory government taxes and duties <u>we</u> cannot recover except for cover under Category Four – Vehicles for <u>farming equipment</u>, when the following applies.

For cover under Category Four – Vehicles for <u>farming equipment</u> items, if <u>we</u> cancel within 60 days of the <u>commencement date</u> or <u>amendment date</u> (if added after the <u>commencement date</u>), <u>we</u> will refund 50% of the <u>total premium</u> for these items. If <u>we</u> cancel after 60 days, there will be no refund of the <u>total premium</u> for these items.

Feedback and complaints

<u>We</u> take seriously any complaint made about <u>our</u> products or services and will deal with it promptly, fairly, and at no charge to <u>you</u>. If <u>you</u> have a complaint, please first try to resolve it by speaking to the relevant member of <u>our</u> staff. If <u>your</u> complaint is not resolved, <u>we</u> will treat it as a dispute and will enter it into <u>our</u> Internal Dispute Resolution System. <u>Your</u> complaint will then be handled by a designated Internal Disputes Resolution Officer of Achmea Australia with the appropriate experience, knowledge and authority to deal with it.

To access <u>our</u> Complaints Handling System, simply contact <u>your</u> local Risk Specialist or <u>our</u> Internal Disputes Resolution Officer at:

Internal Disputes Resolution Officer

Achmea Australia

Darling Park Tower 3, Level 16, 201 Sussex Street, Sydney NSW 2000

GPO Box 4577, Sydney NSW 2001

T 1800 724 214 F 1800 724 205

E complaints@achmea.com.au

W <u>www.achmea.com.au</u>

If <u>you</u> are still dissatisfied or the complaint remains unresolved after 45 days, <u>you</u> may be able to have <u>your</u> complaint dealt with by the Financial Ombudsman Service Limited (FOS). FOS is a free independent external disputes resolution service provided to clients to review and resolve complaints where <u>we</u> have been unable to satisfy <u>your</u> concerns.

FOS contact details are as follows:

Financial Ombudsman Service Limited

GPO Box 3, Melbourne VIC 3001

T 1300 780 808 F (03) 9613 6399 E info@fos.org.au W www.fos.org.au

If your complaint is to do with a privacy issue, you may refer it to the Australian Privacy Commissioner.

Privacy

Protecting <u>your</u> privacy and <u>your</u> personal information is important to <u>us</u>. <u>We</u> collect the information requested in the "Proposal Form" to enable <u>us</u> to decide whether to insure <u>you</u>. If <u>you</u> do not provide this information, <u>we</u> will not be able to provide <u>you</u> with a "Quotation". <u>We</u> may also use the information for <u>our</u> business purposes as reasonably necessary. <u>We</u> may disclose <u>your</u> personal information including the information that <u>we</u> collect on the "Proposal Form" to third parties as necessary to assist <u>us</u> in providing services to <u>you</u> and otherwise administering <u>our</u> business. Those third parties include related companies within the Achmea Group and associated companies of Achmea Australia, business partners and service providers. Some of the third parties may be overseas, most likely in the Netherlands.

<u>Our</u> privacy policy contains more information about how <u>we</u> manage personal information that <u>we</u> may collect. <u>You</u> may access a copy of <u>our</u> privacy policy from the download section of <u>our</u> website www.achmea. com.au. If <u>you</u> give <u>us</u> personal information about other people, <u>we</u> rely on <u>you</u> to tell them that <u>you</u> will provide their information to <u>us</u> and of the information in this notice.

Financial Claims Scheme

In the event of the insolvency of Achmea Schadeverzekeringen N.V, <u>you</u> may be entitled to payment under the Commonwealth Government Financial Claims Scheme administered by APRA. Access to the scheme is subject to eligibility criteria. Information about the scheme can be found at www.fcs.gov.au

Commission

Rabobank

Coöperatieve Rabobank U.A. (Rabobank) – is a substantial minority shareholder in Achmea Australia's holding company – Achmea B.V. Where <u>you</u> have been referred to <u>us</u> by a Rabobank Group Entity and <u>you</u> decide to acquire a general insurance product from <u>us</u>, <u>we</u> may pay the Rabobank Group Entity a referral fee. This referral fee is about 5% of the premium (excluding any taxes and charges) paid by <u>you</u> to Achmea Australia for products and services <u>you</u> acquire.

Other parties

Where <u>you</u> have been referred to <u>us</u> by another party and <u>you</u> decide to acquire a general insurance product from <u>us</u>, <u>we</u> may pay that other party a referral fee.

General Conditions

These conditions apply to all Categories of cover.

Commencement of cover

Cover will commence for most insured perils on the date shown as the <u>commencement date</u> on <u>your</u> "Certificate of Insurance". For <u>storm, tropical cyclone, hail, bushfire</u> and <u>flood, cover will commence 48 hours after <u>our</u> "Quotation" has been accepted unless <u>we</u> have specifically agreed otherwise except to the extent that this <u>policy</u> is a renewal when cover for those perils will also commence on the <u>commencement date</u>.</u>

Amendment of cover

When <u>you</u> change <u>your</u> cover <u>we</u> issue <u>you</u> with a new "Certificate of Insurance" that replaces <u>your</u> previous "Certificate of Insurance". If <u>your</u> change in cover is to increase the Insured Sum for an <u>insured item</u> or add a new <u>insured item</u> to <u>your policy</u>, the increased cover or the cover for the new <u>insured item</u> will commence for most insured perils on the date shown as the <u>amendment date</u> on <u>your</u> new "Certificate of Insurance". For <u>storm</u>, <u>tropical cyclone</u>, <u>hail</u>, <u>bushfire</u> and <u>flood</u>, cover will commence 48 hours after the <u>amendment date</u> unless <u>we</u> have specifically agreed otherwise.

Duration of insurance

The duration of this insurance is for the <u>policy period</u>. The <u>policy period</u> is the period of time from the <u>commencement date</u> noted on <u>your</u> "Certificate of Insurance" to the expiry date also noted on <u>your</u> "Certificate of Insurance". When cover for an <u>insured item</u> is changed or a new <u>insured item</u> is added to <u>your policy</u>, the <u>policy period</u> for the changed cover and for the new <u>insured item</u> means the period of time from the <u>amendment date</u> noted on <u>your</u> "Certificate of Insurance" to the expiry date also noted on <u>your</u> "Certificate of Insurance".

Excess structure

- The excess is the first part of any <u>claim</u> which <u>you</u> must pay. Different excesses may apply in different circumstances, such as if the loss or damage is caused by a <u>nature</u> peril. The amount of the excess or excesses is the amount shown for each <u>insured item</u> on <u>your</u> "Certificate of Insurance" unless a higher amount is specified in this "PDS".
- 2. If one <u>event</u> has led to <u>insured losses</u> to multiple <u>insured items</u>, then an <u>event</u> excess cap per Category noted on <u>your</u> "Certificate of Insurance" will apply.
 - a. This does not apply to livestock items.

For example, <u>your event</u> cap for each Category is \$5,000 and <u>you</u> suffer a <u>fire</u> that causes damage to a <u>vehicle</u> (item excess \$1,000), two <u>buildings</u> (one item with an excess of \$1,000 and one \$2,500) and four <u>inventory</u> items (per item excess \$2,500) and two types of <u>livestock</u> items insured for \$80,000 and \$40,000 with a 5% of sum insured excess.

You will need to pay the excess of the vehicle item damaged - \$1,000

You will need to pay the sum of the excesses of the two building items damaged - \$3,500

You will only need to pay the event cap excess for inventory (and not an individual excess for each item) - \$5,000

You will need to pay an excess for each livestock item damaged - \$4,000 and \$2,000.

3. If an <u>event</u> has led to <u>insured losses</u> for multiple Categories then the total of the excesses <u>you</u> must pay for those losses is limited to the <u>policy event</u> excess caps noted on <u>your</u> "Certificate of Insurance".

For example, <u>your policy</u> other perils <u>event</u> excess cap is \$12,500 so in the example above the total of all <u>your</u> Category excesses plus <u>livestock</u> excesses will be \$15,500 so the <u>policy event</u> cap would cap <u>your</u> excesses at \$12,500.

Care and protection

Reasonable care must be taken to avoid and minimise injury, loss or damage to the property insured and <u>your</u> liability to others. <u>You</u> must maintain <u>your</u> insured property in a proper condition and according to all statutory obligations and regulations.

Alteration to risk

- 1. You must tell <u>us</u> immediately:
 - a. of any change in circumstances you are aware of which increases or alters any risk insured by us; or
 - b. if you no longer have any interest in any of your insured property;
- 2. If <u>you</u> fail to notify <u>us</u> of any of the above, <u>we</u> may, at <u>our</u> discretion and subject to any legal requirements, change the premium and/or terms of cover, refuse to pay all or part of a <u>claim</u> and/or cancel <u>your policy</u>.

Vacancy

- 1. If <u>you</u> intend to leave <u>your house</u> unoccupied for more than 60 consecutive days <u>you</u> must obtain <u>our</u> agreement in writing to continue cover on <u>your house</u> and the <u>household effects</u> contained inside and outside of <u>your house</u>.
- 2. The period of 60 consecutive days is calculated from the date when the house was last occupied.
- 3. When <u>you</u> notify <u>us</u> of any such circumstances, <u>we</u> will advise <u>you</u> whether cover may be provided, and on what basis. It will be a requirement that <u>your</u> utilities (eg gas, water and electricity) remain turned off throughout the entire period that the <u>house</u> is unoccupied.
- 4. If <u>you</u> do not notify <u>us</u>, <u>we</u> will only provide cover for <u>your house</u> and the <u>household effects</u> contained inside and outside of <u>your house</u> during the period that exceeds 60 days for <u>accidental</u> loss or damage arising from:
 - a. earthquake, volcanic eruption or subterranean fire;
 - b. <u>lightning strike</u>
 - c. storm or tropical cyclone; or
 - d. impact by aircraft;

and only if the utilities (eg gas, water and electricity) remain turned off throughout the entire period that the <u>house</u> is unoccupied.

Security systems

- 1. You must ensure security equipment, alarm systems and reporting systems are switched on and are tested regularly, at least once a month; and
- 2. You must ensure that alarm signals are immediately received by someone who can respond immediately and expertly, or who immediately calls in someone who can respond immediately and expertly.

Inspections

<u>You</u> must give <u>us</u> the opportunity to inspect insured property, conduct reviews and provide <u>us</u> with all reasonably requested data and information.

Other insurance

<u>You</u> should inform <u>us</u> immediately of any insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, any property or liability <u>you</u> insure with <u>us</u>.

Loss insured under more than one Category or section

If an <u>insured loss</u> is covered by two or more Categories or sections in the "PDS", <u>we</u> will only pay for the loss or damage under one section or Category.

Interests of other parties

Lessors, financiers, trustees, mortgagees, owners and all other parties having a legal interest or charge over the property insured will only be included as third party beneficiaries if their interest is noted on <u>your</u> "Certificate of Insurance". All third party beneficiaries must comply with the terms and conditions of this "PDS" and any additional terms in your "Certificate of Insurance".

Notices

Any notice <u>we</u> give <u>you</u> will be in writing or by electronic means and will be effective if it is delivered to <u>you</u> personally or if it is delivered to <u>your</u> address or email address last known to <u>us</u>. Accordingly <u>you</u> must tell <u>us</u> of any change of postal and email address as soon as possible.

Total loss

In the circumstances where <u>you</u> have made a <u>claim</u> under <u>your policy</u> and <u>we</u> have agreed to pay the full Insured Sum noted on <u>your</u> "Certificate of Insurance" for <u>your</u> property, no return of premium will be made for any unused portion of the annual premium and any outstanding annual premium payments will remain payable by <u>you</u>. Cover ends upon the date of the <u>event</u> which caused the <u>total loss</u>.

Automatic reinstatement

Other than in the case of a <u>total loss</u>, after <u>we</u> have paid <u>you</u> for loss or damage <u>we</u> will automatically reinstate the Insured Sum or Limit of Indemnity to the amount noted on <u>your</u> "Certificate of Insurance" at the time of the loss or damage. No additional premium will be applicable for this reinstatement of cover.

The reinstated Insured Sum or Limit of Indemnity shall not apply to any <u>claim</u> based upon, arising out of or connected to a <u>claim</u> for which there has been any payment of loss under the Insured Sum or Limit of Indemnity.

Automatic reinstatement does not apply to the cover provided under Category Five – Liability for <u>personal injury</u> or <u>property loss</u> arising from <u>product liability</u>.

Your business

<u>We</u> only provide cover under <u>your policy</u> for the business, occupation or activity that <u>you</u> advise <u>us</u> of on <u>your</u> "Proposal Form" and which <u>we</u> agree to insure <u>you</u> for. The business activity or activities for which <u>we</u> provide cover will be noted on <u>your</u> "Certificate of Insurance".

Premium payment

You can pay your total premium in one annual payment by direct debit or bank transfer from your nominated bank account (a 2% discount will apply when paying by this method), or two half-yearly payments by direct debit or bank transfer from your nominated bank account (a 1% discount will apply when paying by this method).

Other means of payment are by either quarterly or monthly instalments by direct debit or bank transfer from <u>your</u> nominated bank account. A 4% finance fee will apply when paying by monthly instalment and direct debit is mandatory. No finance fee or discount applies when paying by quarterly instalments.

Annual premium conditions

- 1. If <u>you</u> have elected to pay the <u>total premium</u> in one payment, it must be paid by the due date as noted on the tax invoice.
- 2. We will give you a tax invoice at least 14 days before the due date.
- 3. If <u>you</u> do not pay the <u>total premium</u> by the due date <u>we</u> may refuse to pay a <u>claim</u> and/or cancel <u>your</u> <u>policy</u> as if it never came into existence.

Instalment premium conditions

- 1. If <u>we</u> have agreed with <u>you</u> that the <u>total premium</u> can be paid in monthly or quarterly instalments, <u>you</u> must pay the amounts in accordance with the agreed payment arrangement.
- 2. We will give you a tax invoice at least 14 days before the due date.
- 3. If one instalment has remained unpaid for a period of at least one month, <u>we</u> may refuse to pay a <u>claim</u> and/or cancel <u>your policy</u> as if it never came into existence.

Direct debit

- 1. The details of your payment term and the nominated bank account are contained in your "Acceptance Form".
- 2. You authorise us to debit your nominated bank account in the manner specified in your "Acceptance Form".
- 3. Where the due date for payment is not a business day <u>we</u> will withdraw <u>your total premium</u> from <u>your</u> nominated bank account on the next business day. If <u>you</u> are uncertain as to when the debit will be processed to <u>your</u> bank account, <u>you</u> should enquire directly with <u>your</u> financial institution.
- 4. If a drawing is dishonoured, we reserve the right to charge interest and fees.
- 5. <u>We</u> reserve the right to cancel the drawing arrangements if a drawing is dishonoured by <u>your</u> financial institution, and to arrange with <u>you</u> an alternate payment method.
- 6. You should check <u>your</u> bank account details on the "Acceptance Form" against a recent statement from <u>your</u> financial institution and, if uncertain check with that institution.
- 7. <u>We</u> will give <u>you</u> at least 14 days' notice in writing if there are changes to the terms of the drawing arrangements before the due date. If <u>you</u> disagree with this change, <u>you</u> should notify <u>us</u> within these 14 days.
- 8. <u>We</u> will keep information related to <u>your</u> nominated bank account confidential, except where required for the purposes of conducting direct debits with <u>your</u> financial institution determining any dispute relating to a drawing or as required to meet legal and regulatory requirements.
- 9. It is <u>your</u> responsibility to:
 - a. ensure <u>your</u> nominated bank account can accept direct debits. Direct debiting is not available on the full range of bank accounts. If in doubt <u>you</u> should refer to <u>your</u> financial institution;
 - b. ensure there are sufficient clear funds available in the nominated bank account to meet each withdrawing on the due date;
 - c. advise us if the nominated bank account is transferred or closed, or the account details change; and
 - d. ensure that persons authorised on the nominated bank account sign the "Acceptance Form".
- 10. Where <u>you</u> consider that a direct debit has been initiated incorrectly <u>you</u> should notify <u>us</u> directly on:

Achmea Australia

Darling Park Tower 3, Level 16, 201 Sussex Street, Sydney NSW 2000 GPO Box 4577, Sydney NSW 2001

- T 1800 724 214
- F 1800 724 205
- E <u>info@achmea.com.au</u>

A response will be provided within three working days. If this response does not resolve the issue, <u>you</u> may contact <u>our</u> Internal Dispute Resolution Officer. Please refer to the Feedback and Complaints section for further details. Alternatively <u>you</u> can contact <u>your</u> financial institution.

Waiver of subrogation rights

You must not agree to waive rights to recover loss or damage from any party without our consent.

Our rights to recover damages

- 1. After <u>we</u> have paid a <u>claim</u> under <u>your policy we</u> reserve the right to take over any legal or equitable right of recovery which <u>you</u> may have. If <u>we</u> do this, it will be at <u>our</u> expense and for <u>our</u> benefit.
- 2. If <u>you</u> receive any payment in respect of a <u>claim</u> from any other party after <u>we</u> have paid the <u>claim</u>, <u>you</u> must reimburse <u>us</u> for that payment. <u>You</u> must do this as soon as <u>you</u> have received the payment.
- 3. <u>You</u> must not do anything which prevents <u>us</u> from recovering funds and <u>you</u> must give <u>us</u> any information or assistance <u>we</u> reasonably require.
- 4. <u>We</u> will not pursue a recovery from the <u>driver</u>, the <u>passenger</u>, or the operator of <u>your farming equipment</u> provided they have met all obligations under <u>your policy</u> and no exclusion applies.
- 5. If <u>you</u> do not comply with the above, <u>we</u> may refuse to pay a <u>claim</u> or reduce the amount <u>we</u> pay for a <u>claim</u>, to the extent permitted by law.

Jurisdiction

<u>Your policy</u> is subject to the laws of the Australian state or territory where <u>you</u> purchased the insurance and the federal laws of Australia. Any dispute under <u>your policy</u> will be submitted to the exclusive jurisdiction of the courts of that state or territory and any courts of appeal from them.

General Claims Conditions

These General Claims Conditions apply to all Categories of cover.

What you must do

- 1. When a <u>claim</u> happens, <u>you</u> must:
 - a. report the <u>claim</u> to <u>us</u> as soon as practically possible;
 - b. on request, provide <u>us</u> with a written and signed statement describing how the <u>event</u> arose and the extent of the loss or damage that has resulted from the <u>event</u>;
 - c. cooperate with <u>us</u> ensuring <u>you</u> provide all information to <u>us</u> or to the specialist appointed by <u>us</u>;
 - d. not do anything that can lead to an acknowledgement of liability;
 - e. notify the police immediately in the event of stolen insured property; and
 - f. in case of <u>theft</u>, transfer rights in, to or of the stolen <u>insured item</u> to <u>us</u> if <u>we</u> request this.
 - g. in case of the death of <u>stud stock</u> from any cause other than an accident, arrange a post mortem examination by a qualified veterinarian.

Damage assessment

We are responsible for the settlement and assessment of every claim.

Compensation of other parties

 \underline{We} have the right to compensate other parties related to \underline{your} claim directly and arrange a settlement with them. \underline{We} will take into account \underline{your} interests where possible.

General Exclusions

These General Exclusions apply to all Categories of cover. Any exclusion in the individual Categories are in addition to these exclusions.

What you are not insured for

- 1. You are not insured for any loss or damage, actual or alleged legal liability or business interruption caused by, arising from, or in connection with any of the following:
 - a. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any federal, state or territory government or public or local authority;
 - b. the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
 - c. the mining, use, storage, handling or transportation of radioactive materials;
 - d. the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
 - e. any other operation or process that uses nuclear fission, fusion or radioactive materials;
 - f. any product that contains or uses nuclear fission, fusion or radioactive materials;
 - g. any act of <u>terrorism</u> as well as any action in controlling, preventing, suppressing, retaliating against, or responding to any act of <u>terrorism</u>;
 - h. where an insured property is lawfully repossessed, confiscated or seized, detained, nationalised, requisitioned by a federal, state or territory government or volunteer body;
 - i. asbestos:
 - j. total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of <u>electronic data</u>;
 - k. error in creating, amending, entering, deleting or using electronic data;
 - total or partial inability or failure to receive, send, access or use <u>electronic data</u> for any time or at all regardless of any other contributing cause or <u>event</u> whenever it may occur, unless such loss or damage is a direct consequence of otherwise insured physical damage and provided that reinstatement of data media and/or business interruption is insured by the relevant Category;
 - m. wear and tear arising from depreciation, fading, scratching, gradual deterioration or developing flaws;
 - n. any deliberate, criminal or dishonest acts by <u>you</u>, <u>your</u> directors, partners, <u>employees</u> or any member of <u>your</u> family or anyone acting with <u>your</u> knowledge or consent;
 - o. any unlawful activity carried on in your building;
 - p. Genetically Modified Organism (GMO), such as, but not limited to:
 - i. <u>claims</u> attributable to the genetic instability, inadequate characterisation or performance of GMOs, blending or contamination <u>claims</u>; or
 - ii. loss or damage resulting from the unintentional, non-agreed or improper blending or mixing of GMOs with other <u>organisms</u> or <u>products</u>, or their pollination by GMOs, pure financial and/or economic <u>claims</u>, environmental impairment, ecological damage, or damage to biodiversity;
 - q. contaminated feed; or
 - r. Transmissible Spongiform Encephalopathy (TSE), including but not limited to Bovine Spongiform Encephalopathy (BSE or mad cow disease), new variants of Creutzfield–Jakob Disease, Enzootic Bovine Leucosis (EBL), Foot and Mouth Disease, Anthrax, Anaplasmosis, Babesosis, Footrot, Johnes Disease, Pleuro Pneumonia, Swine fever, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adenovirus, Hepatitis, Parvo Virus and Distemper, Caprine Arthritis Encephalitis, Contagious Bovine Pleuropneumonia. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense.

CATEGORY ONE BUILDINGS



What you are insured for

One Star Cover



- 1. You are insured for <u>accidental</u> loss or damage to <u>your building</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. fire, and fire extinguishing;
 - b. <u>theft</u> or attempted <u>theft</u> of materials and items that belong to <u>your building</u> or to the <u>functional</u> <u>interior</u> during <u>fire</u>, <u>fire</u> extinguishing and salvage;
 - c. lightning strike;
 - d. explosion and implosion;
 - e. impact by aircraft;
 - f. hail;
 - g. flood;
 - h. earthquake, tsunami, subterranean fire or volcanic eruption; and
 - i. storm or tropical cyclone:
 - you are not insured for <u>storm</u> or <u>tropical cyclone</u> damage to <u>your buildings</u> that are open on three or more sides; and
 - ii. <u>you</u> are not insured for <u>storm</u> or <u>tropical cyclone</u> while external construction or renovation that involves the roof being fully or partially removed is taking place. This exclusion does not apply if <u>you</u> can show the loss or damage was not caused by or contributed by the external construction or renovation
- 2. If a <u>building</u> is not insured, but the <u>tenant's interests</u> are noted on <u>your</u> "Certificate of Insurance", the cover applies to the <u>tenant's interests</u> only.

Two Star Cover



In addition to the cover provided under One Star Cover:

- You are insured for <u>accidental</u> loss or damage to <u>your building</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. <u>theft</u> or attempted <u>theft</u> of materials and items that belong to <u>your building</u> or to the <u>functional</u> interior;
 - b. malicious damage;
 - c. <u>accidental</u> outflow or overflow of oil from a heating system or pipes or tanks connected to the heating system, which belongs to <u>your building</u> and
 - d. <u>storm</u> or <u>tropical cyclone</u> while external construction or renovation is taking place to <u>your building</u> that involves the roof being fully or partially removed for not more than three days.

Additional cover for glasshouses and greenhouses

In addition to the above, for glasshouses and greenhouses you are insured for:

- 1. <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u> "Certificate of Insurance", but only if the <u>water storage</u> has been fitted with an overflow of sufficient capacity;
- 2. <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u> "Certificate of Insurance", as a result of damage to that <u>water storage</u> caused by or arising from a peril (other than frost) external to the <u>water storage</u> not otherwise excluded; and
- 3. <u>accidental</u> escape of liquids other than water and/or <u>nutrient solution</u>, or the <u>accidental</u> escape of fumes, from systems at the <u>risk address</u> or their connected pipes, reservoirs or appliances.

Three Star Cover



In addition to the cover provided under One Star and Two Star Cover:

- 1. You are insured for <u>accidental</u> loss or damage to <u>your building</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. impact damage;
 - b. water (rain, snow, <u>hail</u> or ice) that has penetrated via roofs, windows or doors or as a result of overflow or leakage of roofs, gutters or above ground drain pipes; and
 - c. <u>freezing</u> of liquids but only for <u>accidental</u> loss or damage to the <u>functional interior</u>.
 - d. oil which has suddenly and unexpectedly flowed out of a heating system which belongs to the <u>building</u>, even if the oil flowed out of pipes or tanks connected to it suddenly and unexpectedly;
 - e. accidental pollution caused by an insured peril within a radius of one kilometre of the risk address;
 - f. smoke and soot that has suddenly been emitted by your fireplace or slow combustion fireplace; and
 - g. <u>accidental</u> loss or damage to <u>your building</u> otherwise not excluded.
- 2. You are insured for <u>machinery breakdown</u> to the <u>functional interior</u> as long as it was operational and in working order or is being cleaned, inspected, repaired, refurbished or moved temporarily:
 - a. you are not insured for the part that was the cause of the machinery breakdown.

Additional cover for glasshouses and greenhouses

In addition to the above the following applies for glasshouses and greenhouses:

- 1. You are insured for <u>accidental</u> loss or damage to <u>your glasshouse</u> or <u>greenhouse</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. the <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u>
 "Certificate of Insurance" caused by or arising from a defect in the <u>water storage</u>. <u>You</u> are not insured for loss or damage to the <u>water storage</u>;
 - b. the <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u> "Certificate of Insurance", at the <u>risk address</u> caused by or arising from wear and tear, corrosion or oxidation. For water silos of seven years or older, <u>you</u> are only insured if:
 - i. the water silo has been inspected by an independent specialist at the start of the seventh year and within each subsequent period of 24 months;
 - ii. the independent specialist has provided a written report of the inspection (which must be provided to <u>us</u> in the <u>event</u> of a <u>claim</u> under this clause); and
 - iii. you have followed any recommendations in that report;
 - c. water or steam that, as a result of a suddenly occurring defect, has unexpectedly escaped from systems, and the connected pipes located in the <u>glasshouse</u> or the <u>greenhouse</u>:
 - loss or damage to the <u>functional interior</u> of a <u>glasshouse</u> or a <u>greenhouse</u> caused by <u>freezing</u>
 of liquids, but only if the <u>glasshouse</u> or the <u>greenhouse</u> could not be heated as a result of an
 <u>accidental</u> technical defect in the <u>boiler system</u> or the <u>CHP-system</u> or due to the electricity supply
 being cut off;
 - ii. detection of breach or defect and of the connected breach and repair works on walls, floors and other parts of the <u>glasshouse</u> or the <u>greenhouse</u>;
 - iii. the repair of systems, pipes other equipment;

- 2. <u>You</u> are not insured for loss or damage which is caused by water flowing back from the sewer system or by groundwater which has entered the <u>glasshouse</u> or the <u>greenhouse</u> or the <u>building</u> via the drainpipes, sanitary fittings, drainage systems or other equipment.
- 3. <u>You</u> are insured for <u>machinery breakdown</u> to the <u>functional interior</u> of <u>your glasshouse</u> or <u>greenhouse</u> other than the <u>boiler system</u> and <u>CHP-system</u> as long as it was operational and in working order or is being cleaned, inspected, repaired, refurbished or moved temporarily:
 - a. you are not insured for the part that was the cause of the machinery breakdown.
 - b. you are not insured for damage to the boiler system:
 - i. if caused by overheating due to the required water level in the boiler dropping due to non or incorrect functioning of the water level safety device. This exclusion does not apply if the low water level safety device is connected to an alarm system which is working;
 - ii. because the boiler system was not under permanent monitoring during steaming.
 - c. you are not insured for the damage to the CHP-system:
 - i. if <u>you</u> cannot present a kept and maintained logbook with regard to the <u>CHP-system</u>, in which logbook the following is included working hours, inspections, engine and engine oil checks and the maintenance carried out, unless this data can be demonstrated otherwise;
 - ii. caused by insufficient or lack of maintenance of the <u>CHP-system</u>, including in any case:
 - (1) the non-timely replacing or topping up of engine oil according to the instructions of the supplier or manufacturer;
 - (2) non-timely <u>replacement</u> of parts by an authorised supplier as indicated by the engine and engine oil checks; and
 - (3) non-timely execution by an authorised supplier of the servicing prescribed by the supplier or manufacturer;
 - iii. consisting of the costs of normal maintenance, such as replacing fuses, shear pins, chains and other parts subject to wear and tear;
 - iv. which can be recovered from third parties subject to supply contract, maintenance contract or another contract.
- 4. You are also not insured for the damage to the catalyser of the exhaust gas treatment system.

Additional benefits - One, Two and Three Star Cover

Note: Additional Benefits are paid in addition to the Insured Sum.

Clean-up costs

- 1. You are insured for reasonable <u>clean-up costs</u> following an <u>insured loss</u>.
- 2. <u>We</u> will pay up to 10% of the Insured Sum of <u>your building</u> for which the <u>clean-up costs</u> were for, for any one <u>event</u> except where the <u>clean-up costs</u> relate to the removal, storage and/or disposal of asbestos when <u>we</u> will pay up to 10% of the <u>insured loss</u>, for any one <u>event</u>.
- 3. In the case of a glasshouse you are not insured for clean-up costs:
 - a. for levelling, transporting or cleaning soil mixed with glass or for the purchase and application of clean soil;
 - b. to make water free of glass unless the <u>clean-up costs</u> are related to a <u>water storage</u> noted on <u>your</u> "Certificate of Insurance".

Government obligated alterations

- Following an <u>insured loss</u> to <u>your building</u>, <u>we</u> will pay the extra expenses of necessary improvements, alterations, contingency provisions and safety measures for the benefit of that <u>building</u> that <u>you</u> are obliged to carry out to comply with the <u>building</u> regulations or laws of a federal, state or territory government or statutory body.
- 2. We will pay up to 10% of the insured loss of the building.

Emergency repairs

1. You are insured for emergency repairs to your building during the policy period.

2. <u>We</u> will pay up to \$500 for any one <u>event</u>, repairs exceeding this amount need to be presented to <u>us</u> for approval.

Damage prevention

- 1. You are insured for necessary costs incurred during the <u>policy period</u> for <u>damage prevention</u> to <u>your building</u>.
- 2. We will pay up to 5% of the Insured Sum of <u>your building</u> for which the <u>damage prevention</u> is for, for any one <u>event</u>.

Claim preparation costs

- 1. You are insured for reasonable professional fees and other reasonable expenses, for preparation of <u>your building claims</u>.
- 2. We will pay up to 5% of the insured loss of your building.

Reconstruction costs of essential records

- 1. You are insured for the <u>reconstruction costs</u> of <u>essential records</u> which are damaged as a result of an <u>insured loss</u> under this Category.
- 2. We will pay up to 5% of the insured loss of your building.

Property in your care

- 1. If there is <u>accidental</u> loss or damage to an item belonging to someone else as a result of an <u>insured loss</u> to <u>your building</u> during the <u>policy period</u> and;
 - a. the item is part of the building, and
 - b. you have a legal obligation to the owner for the loss,
 - we will pay to repair or replace the item.
- 2. We will pay up to 5% of the insured loss to your building, for all items in the aggregate.

Paving, garden fences and walls

- 1. If there is <u>accidental</u> loss or damage to paving, internal garden walls and fences during the <u>policy period</u>, <u>we</u> will pay for repair or <u>replacement</u>.
- 2. <u>We</u> will pay up to 5% of the Insured Sum of <u>your building</u> which the paving, internal garden walls and fences are associated with.

Additional benefits - Houses One, Two and Three Star Cover







Note: These Additional Benefits only apply to <u>houses</u>. They are payable as part of the Insured Sum, not in addition to the Insured Sum.

Pipe bursts or leaks

- 1. You are insured for accidental loss or damage to your house during the policy period caused by:
 - unexpected outflow of liquid or steam from water pipes, sewer pipes, <u>appliances and devices</u> that are permanently connected to these pipes, or from plumbing, central heating, air-conditioning, aquariums or water beds; and
 - b. pipes bursting as a result of <u>freezing</u> of liquids.
- 2. Irrespective of whether an <u>insured loss</u> has arisen as a result of the outflow of liquid or steam:
 - a. we will pay for repairs to damaged plumbing, appliances and devices; and
 - b. costs for detection of the breach, defect or leak and of the connected breach and repair works to walls, floors and other parts of the house that were damaged as a result of detecting the breach, defect or leak.
- 3. If <u>you</u> have One or Two Star Cover, <u>we</u> will pay up to \$5,000 for any one <u>event</u>. If <u>you</u> have Three Star Cover, <u>we</u> will pay up to the Insured Sum of the <u>house</u>.

Home garden

- 1. You are insured for accidental loss or damage to your home garden during the policy period:
 - a. <u>you</u> are not insured for <u>accidental</u> loss or damage arising from <u>flood</u> or <u>storm</u> apart from the removal costs for items that have been deposited in the <u>home garden</u> by <u>flood</u> or <u>storm</u>.
- 2. We will pay up to \$5,000 for any one event.

Temporary accommodation

- If <u>your house</u> cannot be fully or partly used as a result of an <u>insured loss</u>, <u>we</u> will pay for temporary accommodation (along with a deduction for any costs saved due to this arrangement) until <u>your house</u> is rebuilt or restored:
 - a. <u>we</u> will pay up to 52 consecutive weeks of temporary accommodation up to a maximum of \$25,000 for any one <u>event</u>.
- 2. If <u>your house</u> is not to be rebuilt or restored, <u>we</u> will pay up to 16 consecutive weeks of temporary accommodation up to a maximum of \$10,000, for any one <u>event</u>.

Mortgage legal costs

We will pay your legal costs to discharge your mortgage if an insured loss leads to a total loss of your house.

Malicious damage by tenants

- 1. You are insured for loss or damage to your house arising from a deliberate and intentional act of your tenant(s).
- 2. An excess of \$25,000 per event applies.

What we will pay for your building

Guarantee against underinsurance

- 1. Where it is noted on <u>your</u> "Certificate of Insurance" that the guarantee against underinsurance cover applies to a <u>building</u>, <u>we</u> will, at <u>our</u> option:
 - a. pay to repair or rebuild your building to the same condition as when it was new;
 - b. pay <u>you</u> the reasonable cost of repairing <u>your building</u> or reinstating <u>your building</u> to the same condition as when it was new.
 - c. Where the <u>building</u> is heritage listed (or similar) or the materials are no longer available a modern day equivalent will be used.
 - d. <u>We</u> will attempt to match the original material, if <u>we</u> are unable to match the material <u>we</u> will use the nearest equivalent available. <u>We</u> will not pay to replace undamaged property.

Reinstatement cover

- 1. Where it is noted on <u>your</u> "Certificate of Insurance" that reinstatement cover applies to a <u>building we</u> will at <u>our</u> option:
 - a. pay to repair or rebuild <u>your building</u> to the same condition as when it was new up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance";
 - b. pay <u>you</u> the <u>reasonable cost</u> of repairing <u>your building</u> or reinstating <u>your building</u> to the same condition as when it was new up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance"; or
 - c. pay you up to the amount of the Insured Sum noted on your "Certificate of Insurance".
 - d. Where the <u>building</u> is heritage listed (or similar) or the materials are no longer available a modern day equivalent will be used.
 - e. <u>We</u> will attempt to match the original material, if <u>we</u> are unable to match the material <u>we</u> will use the nearest equivalent available. <u>We</u> will not pay to replace undamaged property.

Indemnity cover

- 1. Where it is noted on <u>your</u> "Certificate of Insurance" that indemnity cover applies to a <u>buildings insured</u> <u>item we</u> will at <u>our</u> option;
 - a. pay to repair or rebuild <u>your building</u> to the same condition it was in immediately prior to the loss or damage up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance";
 - b. pay <u>you</u> the <u>reasonable cost</u> of repairing or rebuilding <u>your building</u> to the condition it was immediately prior to the loss or damage occurring, taking into account the cost of wear, tear and depreciation, up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance"; or

c. pay <u>you</u> the <u>indemnity value</u> of <u>your building</u> up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance".

You do not wish to repair or rebuild

- 1. If <u>we</u> have chosen to repair or rebuild <u>your</u> damaged <u>building</u> and <u>you</u> do not wish to repair or rebuild, <u>we</u> will, at <u>our</u> option:
 - a. pay <u>you</u> the <u>reasonable cost</u> of repairing or rebuilding <u>your</u> <u>building</u> up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance", less any amount for depreciation based on the age and condition of <u>your building</u>; or
 - b. pay <u>you</u> the value of <u>your building</u> immediately prior to the loss or damage up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance", less the <u>salvage value</u> or remaining value of <u>your building</u> immediately after the loss or damage occurred.

Building awaiting demolition

1. If the <u>insured loss</u> is for <u>your building</u> that was awaiting demolition, <u>we</u> will pay <u>you</u> the <u>salvage value</u> of <u>your building</u> up to the Insured Sum noted on <u>your</u> "Certificate of Insurance".

What we will pay for the glass of your glasshouse and the synthetic sheets or the synthetic foil of your greenhouse

- 1. We will, at <u>our</u> option, pay for loss or damage to the glass of <u>your glasshouse</u> or to the synthetic sheets of <u>your greenhouse</u> as follows:
 - a. In case of <u>replacement</u> of lost glass or synthetic sheets: the number of square metres of lost glass or synthetic sheets multiplied by the <u>enclosure value</u> noted on <u>your</u> "Certificate of Insurance". If the costs to repair the synthetic sheets are lower than this amount <u>we</u> will pay the costs to repair the synthetic sheets:
 - b. In case of <u>replacement</u> of lost synthetic foil: the number of square metres of lost synthetic foil multiplied with the <u>enclosure value</u> reduced with an amount due to wear and tear or aging.
 - c. the <u>reasonable costs</u> for the repair of holes, stars or cracks in synthetic sheets. To compensate for the value reduction not eliminated by the repair, <u>we</u> will pay an additional amount of 10% of the <u>enclosure value</u> noted on <u>your</u> "Certificate of Insurance" per damaged square metre;
 - d. the costs of cleaning of contaminated synthetic foil, but only for the part, measured in square metres, that is contaminated, reduced by an amount due to wear and tear or aging;
 - e. where <u>you</u> have chosen not to repair or replace lost or damaged synthetic foil, the number of square meters of lost or damaged synthetic foil multiplied by the <u>enclosure value</u> noted on <u>your</u> "Certificate of Insurance", reduced by an amount due to wear and tear or aging, non-incurred installation costs and not needed materials; or
 - f. 10% of the <u>enclosure value</u> of the synthetic sheets noted on <u>your</u> "Certificate of Insurance" where <u>you</u> have chosen not to repair the lost or damaged synthetic sheets.
- 2. If less than 100 square metres of glass and/or synthetic sheets has been damaged, the <u>enclosure value</u> will be doubled for the number of damaged square metres of glass up to a maximum of 50 square metres and for synthetic sheets up to a maximum of 25 square metres.
- 3. For the glass of a glasshouse and the synthetic sheets of a greenhouse we will pay the indemnity value:
 - a. in case of significant wear and tear or overdue maintenance;
 - b. for synthetic sheets in case of significant aging or overdue maintenance;
 - c. in case of underinsurance;
 - d. if <u>you</u> do not wish to repair or replace or if <u>you</u> have not proceeded with the repair or <u>replacement</u> within three years after the <u>event</u> that caused the loss or damage;
 - e. if before the event that caused the loss or damage to a greenhouse the greenhouse was:
 - i. destined to be torn down or dispossessed;
 - ii. declared uninhabitable or unusable;
 - iii. vacant or unused for more than two months or partly or completely occupied by squatters; or
 - iv. intended for sale.

Depreciation of synthetic sheets of greenhouses

1. The <u>insured loss</u> for lost or damaged synthetic sheets of a <u>greenhouse</u> is subject to a depreciation of 25% of the purchase price per annum, calculated from the date of production imprinted on the synthetic sheets. The depreciation is limited to a maximum of 80% of the purchase price. If the date is not imprinted on the synthetic sheets, the maximum depreciation of 80% applies, unless <u>you</u> can otherwise demonstrate the production date.

Payment of a claim

- 1. If <u>your claim</u> has been accepted, <u>we</u> will make reasonable progress payments for amounts as may be agreed upon with <u>you</u>, the repairer, and <u>our</u> appointed experts. Any such payment will be deducted from the amount finally determined upon adjustment of the <u>claim</u>.
- 2. The outstanding balance will be paid when the repairs have been completed and/or <u>you</u> have presented the final expenses to <u>us</u>.

Additional conditions for buildings

Underinsurance

- 1. Where the Insured Sum noted on <u>your</u> "Certificate of Insurance" for <u>your building</u> is below 80% of the actual:
 - a. reinstatement value at the commencement date if insured for reinstatement value; or
 - b. indemnity value at the commencement date if insured for indemnity value;
 - <u>we</u> will reduce the amount <u>we</u> pay on <u>your claim</u> in proportion to the amount <u>you</u> have underinsured <u>your building</u> and 80% of the actual reinstatement and <u>indemnity value</u>.
- 2. This condition does not apply where it is noted on <u>your</u> "Certificate of Insurance" that the guarantee against underinsurance applies.

An example of this condition in action:

Your building has an actual value of \$500,000 and an underinsurance trigger value of \$400,000 – being 80% of \$500,000. You underinsure your building for \$300,000 which is only 60% of the actual value. You suffer a loss of \$40,000. The maximum amount we will pay is $($40,000 \times ($300,000)) = $30,000$

Reasonable timeframe for repairs or rebuilding

- Unless <u>we</u> have agreed in writing, repairing or rebuilding of <u>your</u> <u>building</u> must commence within twelve months of the <u>event</u> which caused the loss or damage.
- 2. If rebuilding or repairing of <u>your building</u> has not commenced within twelve months of the loss or damage or any extended period to which <u>we</u> have previously agreed in writing, <u>we</u> will not be liable for any costs beyond the repairing or rebuilding costs as at the date of the <u>event</u> which caused the loss or damage.

Rebuilding on another site

- 1. Rebuilding may be carried out on another site provided that we agree in writing.
- 2. <u>We</u> will not pay more than the amount that would have been payable if <u>replacement</u> was carried out at the original site.

Fixed wall, floor or ceiling coverings

If the <u>insured loss</u> is for loss or damage to a fixed wall, floor or ceiling coverings (excluding carpets), repair or <u>replacement</u> is limited to the room, hall or passage in which the loss or damage actually occurred.

Additional exclusions for buildings

What you are not insured for

- 1. Unless otherwise expressly provided, <u>you</u> are not insured for any loss or damage to <u>your building</u> arising from, or in connection with:
 - a. action of organisms, animals, moths, insects or vermin;
 - b. mildew, mould, rot, dampness, rust or oxidation corrosion or gradual damage;
 - c. action of light;
 - d. changes of atmosphere or other variations in temperature and evaporation;
 - e. tree roots;
 - f. non-compliance by <u>you</u> (or anyone acting on behalf of <u>you</u>) with the necessary permits issued by federal, state or territory government, public or local authorities;
 - g. <u>malicious damage</u> that is caused by <u>your</u> directors, partners, <u>employees</u>, tenants, any member of <u>your</u> family or invitees of any of the above;
 - h. soil movement, including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within 72 hours of an <u>explosion</u>, earthquake, tsunami, subterranean <u>fire</u>, volcanic eruption, <u>storm</u> or <u>tropical cyclone</u>;
 - minor damage not influencing functionality such as scratches, grazes or dents or other minor damage that does not influence the functionality of the <u>building</u>;
 - j. the outflow of water or steam from filler hoses of heating or cooling systems and hoses;
 - k. moisture coming through the floor or wall including sealing seams that should be watertight;
 - I. water (being rain, snow, <u>hail</u> or ice) that has penetrated through open windows, doors, or shutters and vents except as otherwise provided under Three Star Cover;
 - m. groundwater, except when it has penetrated through drains or connected appliances and devices;
 - n. gradual water or moisture damage;
 - moving, alterations, painting or decoration of conservatories, <u>greenhouses</u> or garden sheds that are not part of a <u>house</u>;
 - p. antennas, satellite dishes and weather stations being worked upon;
 - q. loss that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement;
 - r. deliberate application of heat leading to but not limited to scorching, melting or charring;
 - s. consequential loss, punitive, exemplary or aggravated damages awarded against <u>you</u> or fines and penalties imposed on <u>you</u>;
 - t. expenses for detecting and remedying an obstruction except as otherwise provided under Additional benefits houses, pipe bursts or leaks; or
 - u. the discharge, seepage, dispersal, release or escape of <u>pollution</u> and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of <u>pollution</u>;
 - i. this exclusion does not apply to <u>accidental pollution</u> if <u>your</u> "Certificate of Insurance" shows <u>you</u> have taken Three Star Cover.
- 2. Unless otherwise expressly provided for, <u>you</u> are not insured for any loss or damage to <u>your building</u> arising from or in connection to the following:
 - a. error or omission in design, plan or specification, or failure of design;
 - b. normal settling, seepage, shrinkage or expansion in <u>buildings</u> or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration; or
 - c. inherent vice, faulty materials or faulty workmanship.

CATEGORY TWO INVENTORY



What you are insured for

One Star Cover



- 1. You are insured for <u>accidental</u> loss or damage to <u>your inventory</u> or <u>indoor crop</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. fire, and fire extinguishing;
 - b. theft or attempted theft during fire, fire extinguishing and salvage;
 - c. lightning strike;
 - d. explosion and implosion;
 - e. impact by aircraft;
 - f. hail;
 - g. flood;
 - h. earthquake, tsunami, subterranean fire or volcanic eruption; and
 - i. <u>storm</u> or <u>tropical cyclone</u>, but only if <u>your building</u> containing <u>your inventory</u> or <u>indoor crop</u> suffers an <u>insured loss</u> from the <u>storm</u> or <u>tropical cyclone</u> or the <u>inventory</u> is located outside a <u>building</u> at the <u>risk</u> <u>address</u> and is designed for long term use outside of a <u>building</u>:
 - i. <u>you</u> are not insured for <u>storm</u> or <u>tropical cyclone</u> damage to <u>your inventory</u> stored in <u>buildings</u> that are open on three or more sides; and
 - ii. <u>you</u> are not insured for <u>storm</u> or <u>tropical cyclone</u> while external construction or renovation that involves the roof being fully or partially removed is taking place to <u>your building</u> containing <u>your inventory</u> or <u>indoor crop</u>:
 - this exclusion does not apply if \underline{you} can show the damage was not caused by or contributed by the external construction or renovation.
- 2. If a <u>building</u> is not insured, but the <u>tenant's interests</u> are insured and noted on <u>your</u> "Certificate of Insurance", the cover applies to the <u>tenant's interests</u> only
- 3. You are also insured for the <u>reasonable costs</u> of removing <u>covering material</u> from an <u>indoor crop</u> intended for market which is lost or damaged by an <u>event</u> covered under this One Star Cover section.

Inventory Transit

- 1. You are insured for <u>accidental</u> loss or damage to <u>your inventory</u> (other than <u>household effects</u>, <u>livestock</u> or <u>stud stock</u>) during <u>transit</u> within Australia, including by sea from ports, during the <u>policy period</u>.
- 2. You are not insured for:
 - a. damage that arose during <u>transit</u> as a result of the tainting or mixing of items being transported unless as a result of an accident during which the means of transport suffered loss or damage;
 - b. damage that arose from the improper functioning of climate control devices, unless this is a result of an accident during which the means of transport suffered loss or damage;
 - c. damage that arose during transit in an airplane, coming in from countries other than Australia: or
 - d. your livestock being transported.

3. We will pay up to \$15,000 for any one event.

Livestock Transit

- You are insured for <u>accidental</u> loss, damage or <u>necessary slaughter</u> of <u>your livestock</u>, other than <u>stud</u> <u>stock</u>, that arises during <u>transit</u> within Australia, including by sea from ports, during the <u>policy period</u>.
- 2. <u>We</u> will pay up to 10% of the Insured Sum noted on <u>your</u> "Certificate of Insurance" for that particular <u>insured item</u> of <u>livestock</u> for any one <u>event</u>
- 3. An excess of \$5000 applies.

Two Star Cover



In addition to the cover provided under One Star Cover

- 1. You are insured for <u>accidental</u> loss or damage to <u>your inventory</u> or <u>indoor crop</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. theft or attempted theft:
 - i. <u>jewellery</u> is insured only for <u>theft</u> from a permanently inhabited <u>house</u>; and
 - ii. <u>we</u> will pay up to \$5,000 per item, pair, set or collection unless specified separately on <u>your</u> 'Certificate of Insurance.'
 - b. malicious damage;
 - c. <u>accidental</u> outflow or overflow of oil from a heating system, or from pipes or tanks connected to the heating system, belonging to <u>your building</u> containing the <u>inventory</u>;
 - d. <u>storm</u> or <u>tropical cyclone</u> while external construction or renovation is taking place to <u>your building</u> that involves the roof being fully or partially removed for not more than three days.

Theft of Money

- 1. You are insured for <u>accidental</u> loss or damage to <u>your money</u> that arises as a result of <u>theft</u> or attempted <u>theft</u> during the <u>policy period</u>.
- 2. You are not insured for:
 - a. loss or damage that was not discovered within one year after the event occurred; or
 - b. arising from the use of a bank debit or credit card that is fraudulently used with a PIN.
- 3. Money is insured only for theft from a permanently inhabited house.
- 4. We will pay up to \$1,500 for any one event.
- 5. An excess of \$500 applies.

Money in transit

- 1. You are insured for <u>accidental</u> loss or damage to <u>your money</u> during the <u>policy period</u> whilst in direct <u>transit</u> to or from the bank anywhere in Australia:
 - a. We will pay up to \$1,500 for any one event.
 - b. An excess of \$500 applies.
 - c. You are not insured where the money is carried by a professional carrier.

Additional cover for glasshouses and greenhouses

In addition to the above, for glasshouses and greenhouses you are insured for:

- Accidental loss or damage to <u>your inventory</u> in a <u>glasshouse</u> or in a <u>greenhouse</u> or <u>indoor crop</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u> "Certificate of Insurance" only if the <u>water storage</u> has been fitted with an overflow of sufficient capacity;
 - b. <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u> "Certificate of Insurance" as a result of damage to that <u>water storage</u> caused by or arising from a peril (other than <u>freezing</u>) external to the <u>water storage</u> not otherwise excluded; and
 - c. <u>accidental</u> escape of liquids other than water and/or <u>nutrient solution</u> or the <u>accidental</u> escape of fumes from systems at the <u>risk address</u> or their connected pipes, reservoirs or appliances as a result of a defect.

2. For <u>indoor crop you</u> are only insured if the loss or the damage is due to breakage of the <u>covering material</u> of the <u>glasshouse</u> or the <u>greenhouse</u> or the walls or the roof of the <u>building</u> or the cold store at the <u>risk</u>

Three Star Cover



In addition to the cover provided under One Star and Two Star Cover:

- You are insured for <u>accidental</u> loss or damage to <u>your inventory</u> or <u>indoor crop</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. impact damage;
 - b. water (being rain, snow, <u>hail</u> or ice) that has penetrated via roofs, windows or doors of the <u>building</u> as a result of unforeseen overflow or leakage of the roofs and gutters or of the drain pipes above ground;
 - c. <u>freezing</u> of liquids but only for <u>accidental</u> loss or damage to <u>your household effects</u>;
 - d. accidental pollution caused by an insured peril within a radius of one kilometre of the risk address;
 - e. machinery breakdown to appliances and devices provided:
 - i. the <u>appliances and devices</u> are operational and in working order or are being cleaned, inspected, repaired, refurbished or being moved temporarily; and
 - ii. you are not insured for the defective part that was the cause of the machinery breakdown;
 - f. spoilage of <u>your inventory</u> due to the failure of the power supply or a failure of the electricity supply at the power station as a result of <u>fire</u>, <u>lightning strike</u>, <u>explosion</u>, <u>implosion</u> or <u>aircraft</u> impact;
 - i. we will pay up to \$25,000 for any one of the above spoilage events;
 - g. smoke and soot that has suddenly been emitted by your fireplace or slow combustion fireplace; and
 - h. accidental loss or damage to your inventory or indoor crop not otherwise excluded

Additional cover for glasshouses and greenhouses

In addition to the above the following applies for glasshouses and greenhouses:

- 1. For a <u>glasshouse</u> or a <u>greenhouse</u>, <u>you</u> are only insured if the loss or damage to <u>your indoor crop</u> was made possible due to breakage of the <u>covering material</u> of the <u>glasshouse</u> or the <u>greenhouse</u> or the walls or the <u>roof of the <u>building</u> or the cold store at the <u>risk address</u>.</u>
- 2. You are insured for <u>accidental</u> loss or damage to <u>your inventory</u> or <u>indoor crop</u> during the <u>policy period</u> caused by or arising from the following insured perils:
 - a. as the consequence of a <u>downpour</u>, <u>accidental</u> flooding or discharge of rainwater from gutters or above ground drainpipes directly into <u>your glasshouse</u> or <u>greenhouse</u>;
 - b. the <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u> "Certificate of Insurance" caused by or arising from a defect in the <u>water storage</u>. <u>You</u> are not insured for loss or damage to the <u>water storage</u>;
 - c. the <u>accidental</u> escape of <u>nutrient solution</u> and/or water from the <u>water storage</u> noted on <u>your</u> "Certificate of Insurance", caused by or arising from wear and tear, corrosion or oxidation.
 - d. for water silos of seven years or older, you are insured only if:
 - i. the water silo has been inspected by an independent specialist at the start of the seventh year and within each subsequent period of 24 months;
 - ii. the independent specialist has provided a written report of the inspection (which must be provided to <u>us</u> in the <u>event</u> of a <u>claim</u> under this clause); and
 - iii. you have followed any recommendations in that report;
 - e. water or steam that, as a result of a suddenly occurring defect, has unexpectedly flowed or escaped from systems, and/or the connected pipes located in a <u>building</u>;
 - f. if the loss or damage is caused by <u>freezing</u> of liquids, damage to the <u>functional interior</u> of a <u>glasshouse</u> or a <u>greenhouse</u> is only covered when the <u>glasshouse</u> or the <u>greenhouse</u> could not be heated as a result of an <u>accidental</u> technical defect in the <u>boiler system</u> or the <u>CHP-system</u> or due to the electricity supply being cut off. In case of damage caused by <u>freezing</u>, <u>you</u> are also insured for the costs of:
 - i. detection of breach or defect and of the connected breach and repair works on walls, floors and other parts of the <u>building</u>;

- ii. the repair of systems and pipes; and
- iii. <u>you</u> are not insured for loss or damage which is caused by water flowing back from the sewer system or by groundwater which has entered the <u>glasshouse</u> or the <u>greenhouse</u> or another <u>building</u> via the drainpipes, sanitary fittings, drainage systems or other equipment;
- g. the <u>accidental</u> escape of fluids from the <u>fertigation unit</u>, the <u>watering system</u>, the water draining systems, other equipment or the above ground pipes connected to items. The fluids must have been released directly and immediately after the cracking, breaking or loosening of equipment and/or pipes as the consequence of an exterior peril. This cover only applies for damage which arose due to direct contact by the fluids with the <u>indoor crop</u>. This cover does not apply if the fluids have reached the <u>indoor crop</u> via the <u>watering system</u>
- h. an <u>accidental</u> break down or incorrect functioning of the cooling equipment due to demonstrable material damage to this equipment or a malfunction in the electricity supply by the power plant as the consequence of <u>fire</u>, <u>lightning strike</u>, <u>explosion</u>, <u>implosion</u> and <u>aircraft</u>, meaning that the power plant or the switching stations and cables are affected. This cover only applies for harvested produce which will be stored for a maximum of 15 days after the end of the harvest. The following is not covered:
 - i. damage to the harvested produce which is caused by rotting or damage which ensues from the nature of the produce; and
 - ii. damage to the harvested produce which is not demonstrable at the time that the damage is assessed by us.

Optional insurance

<u>You</u> are only insured for any of the following <u>insured items</u> if it is specifically noted on <u>your</u> "Certificate of Insurance".

Extended Stock Product and Inventory Transit Cover

- 1. You are insured for <u>accidental</u> loss or damage to <u>your stock product</u> and <u>inventory</u> during <u>transit</u> within Australia, including by sea from ports, during the <u>policy period</u> caused by:
 - a. fire;
 - b. flood
 - c. collision and overturning of the conveying vehicle or trailer.
 - d. theft; or
 - e. whilst loading or unloading.
- 2. You are not insured for:
 - a. damage that arose during <u>transit</u> as a result of the tainting or mixing of items being transported unless as a result of an accident during which the means of transport suffered loss or damage;
 - b. damage that arose from the improper functioning of climate control devices, unless this is a result of an accident during which the means of transport suffered loss or damage; or
 - c. <u>accidental</u> loss or damage to <u>stock product</u> that would fall under the Australian Dangerous Goods Code.
- 3. We will pay up to the Insured Sum noted on your "Certificate of Insurance" for any one event.
- 4. An excess as noted on your "Certificate of Insurance" applies.

Extended Livestock Transit Cover

- You are insured for <u>accidental</u> loss, damage or <u>necessary slaughter</u> of <u>your livestock</u> (other than <u>stud</u> <u>stock</u>) that arises during <u>transit</u> within Australia, including by sea from ports, during the <u>policy period</u> caused by:
 - a. fire;
 - b. flood
 - c. collision and overturning of the conveying vehicle or trailer.
 - d. theft; or
 - e. whilst loading or unloading.

- 2. You are not insured for damage that arose from the improper functioning of climate control devices, unless this is a result of an accident during which the means of transport suffered loss or damage.
- 3. We will pay up to the Insured Sum noted on your "Certificate of Insurance" for any one event.
- 4. An excess as noted on your "Certificate of Insurance" applies.

Milk spoilage or Contamination

- 1. You are insured for spoilage of <u>your</u> milk as a result of <u>machinery breakdown</u> of <u>your</u> milk vat during the <u>policy period</u> up to the Insured Sum noted on <u>your</u> "Certificate of Insurance";
- 2. <u>You</u> are insured for contamination of <u>your</u> milk in a vat or pipe in the milking shed or dairy at the <u>risk</u> <u>address</u> during the <u>policy period</u> provided that:
 - a. the contamination is <u>accidental</u> or caused by <u>malicious damage</u>; and
 - b. is directly caused by:
 - i. a type of cleaning material or cleaning fluid used in the milking shed or dairy; or
 - ii. by the introduction into the milk of foreign matter other than bacteria, medicine administered to livestock or animal disease.
- 3. An excess of \$1,000 applies to the first <u>claim</u> and an excess of \$5,000 for all subsequent <u>claims</u> during the <u>policy period</u>.

Frozen embryo or semen

- You are insured for <u>accidental</u> loss or damage during the <u>policy period</u> to frozen <u>embryos</u> or <u>semen</u> at the <u>risk address</u>, collected from <u>cattle</u>, while stored in containers specifically designed for storage of frozen <u>embryos</u> or <u>semen</u>.
- 2. We will pay up to the Insured Sum noted on your "Certificate of Insurance".
- 3. An excess of \$1,000 applies to the first <u>claim</u> and an excess of \$5,000 for all subsequent <u>claims</u> during the <u>policy period</u>.
- 4. You are not insured for loss or damage caused by:
 - a. contamination by any substance or living organism;
 - b. gradual deterioration;
 - c. embryos or failing to meet quality standards unless caused by an insured loss; or
 - d. lawful seizure or quarantine of the <u>risk address</u> of the <u>embryos</u> or <u>semen</u>.

Calamity to cattle

- 1. You are insured in case of a <u>calamity</u> to <u>your cattle</u> during the <u>policy period</u> due to an <u>accidental</u> loss or <u>animal disease</u> if this results in their death or <u>necessary slaughter</u>.
- 2. <u>You</u> are also insured for the reasonable veterinary and other expenses of a <u>calamity</u> to <u>cattle</u> during the <u>policy period</u> that results in the <u>necessary slaughter</u> of <u>your cattle</u>.
- 3. Where compensation for an <u>insured loss</u> is paid by federal, state or territory government, semi-government or another organisation, <u>we</u> will only pay for the <u>insured loss</u> not covered by this payment.
- 4. You are not insured for any loss or damage to your cattle arising from, or in connection with:
 - a. <u>animal disease</u> or defects that already existed or symptoms caused before the cover took effect, regardless of whether <u>you</u> were aware of such <u>animal disease</u> or defect at the time; or
 - b. animal disease or defects that arose because the veterinarian's advice was not followed; or
 - c. ailments to legs or udders, except when these ailments are the result of a calamity; or
 - d. clostridal disease (Enterotoxaemia, Black leg, Blacks disease, Tetanus and Malignant Oedema), unless your cattle has been vaccinated against these diseases; or
 - e. castration, inoculation, spaying or firing; or
 - f. surgical operations unless on veterinarian's advice to preserve the life of the animal; or
 - g. slaughter by order of a federal, state or territory government authority acting under any statute or regulation relating to animals.
- 5. We will pay up to the Insured Sum noted on your "Certificate of Insurance" for any one event.
- 6. An excess as noted on your "Certificate of Insurance" applies.

Effluent Pond

- 1. You are insured for accidental loss or damage to your effluent pond during the policy period.
- 2. We will pay to repair or replace the effluent pond and the costs for emptying the effluent pond.
- 3. You are insured for <u>accidental</u> loss or damage to <u>your building</u> or <u>inventory</u> caused by or arising from the outflow or overflow of manure from an effluent pond, basement or pit during the <u>policy period</u>.
- 4. We will pay up to the Insured Sum noted on your "Certificate of Insurance".
- 5. An excess as noted on your "Certificate of Insurance" applies.

Intensively Farmed Pigs and/or Poultry

- 1. You are insured for the <u>accidental</u> death of <u>your</u> poultry and/or pigs or their <u>necessary slaughter</u> and for a decrease in the value of <u>your</u> poultry and/or pigs due to a slowdown in growth or decrease in production during the <u>policy period</u> caused by an <u>accidental</u> defect in the system for automatic climate control or the automatic feeding and drinking system in <u>your building</u>.
- 2. You are not insured if the death of <u>your</u> poultry and/or pigs or <u>necessary slaughter</u> or decrease in value of <u>your</u> poultry and/or pigs was caused by, or arose from, a power failure or defect that did not immediately trigger an alarm unless:
 - a. the alarm system is affected by the same <u>event</u> that affected the system for automatic climate control:
 - b. the alarm was unable to report a problem due to a defect in the telephone network <u>you</u> are connected to. Problems concerning a limited capacity or range of the telephone network are not considered to be a defect;
 - c. the alarm did not work due to a defect in the alarm system, but only if:
 - i. the batteries of the alarm system are not older than two years; and
 - ii. <u>you</u> test the alarm system and the reporting system at least once a month and <u>you</u> can show evidence of this:
 - d. the alarm did not work because the installer has entered information incorrectly or has made an error while programming, but only if:
 - i. the batteries of the alarm system are not older than two years; and
 - ii. <u>you</u> test the alarm system and the reporting system at least once a month and <u>you</u> can show evidence of this;
 - e. you can show that not receiving an alarm did not influence the extent of the loss.
- 3. You are not insured for death of <u>your</u> poultry and/or pigs or their <u>necessary slaughter</u> or decrease in value of <u>your</u> poultry and/or pigs caused by or arising from:
 - a. failures or defects in the external supply of electricity, water, gas, oil or other energy;
 - b. failure of the onsite electric power supply;
 - i. if no ready and suitable <u>replacement</u> electricity supply of sufficient capacity is available for the supply of electricity for at least the first twelve hours after the <u>event</u>; or
 - ii. if insufficient fuel is available to run the <u>replacement</u> electricity supply at any time;
 - c. insufficient maintenance, operator errors or delay in the supply of necessary <u>replacement</u> parts or repairs to systems;
 - d. the erroneous input of information by <u>you</u>, <u>your</u> family member or <u>your employees</u> into computers or other electronic records or by programming errors made by <u>you</u> or <u>your employees</u>; or
 - e. loss or damage that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement.
- 4. An excess of 5% of the Insured Sum noted on your "Certificate of Insurance" applies for any one event.

Stud Stock

<u>You</u> are insured for the death or <u>necessary slaughter</u> of <u>your stud stock</u> due to an <u>accidental</u> loss or <u>animal disease</u> during the <u>policy period</u>, but only if the <u>stud stock</u> is in Australia.

- 1. In addition to this <u>you</u> are also insured for the reasonable veterinary and other expenses to this <u>accidental</u> loss or <u>animal disease</u>.
- 2. You are also insured for <u>accidental</u> loss, damage or <u>necessary slaughter</u> of <u>your stud stock</u> during <u>transit</u> within Australia, including by sea from ports, caused:
 - a. by fire;
 - b. by flood;
 - c. by collision and overturning of the conveying vehicle or trailer;
 - d. by theft; or
 - e. whilst loading or unloading.
- 3. <u>You</u> are not insured for damage that arose from the improper functioning of climate control devices, unless this is a result of an accident during which the means of transport suffered loss or damage.
- 4. Where compensation for an <u>insured loss</u> is paid by federal, state or territory government, semi-government or another organisation, <u>we</u> will only pay for the <u>insured loss</u> not covered by this payment
- 5. You are not insured for any loss or damage to your stud stock arising from, or in connection with:
 - a. <u>animal disease</u> or defects that already existed or symptoms caused before the cover took effect, regardless of whether <u>you</u> were aware of such <u>animal disease</u> or defect at the time; or
 - b. animal disease or defects that arose because the veterinarian's advice was not followed; or
 - c. ailments to legs or udders, except when these ailments are the result of an accident; or
 - d. clostridal disease (Enterotoxaemia, Black leg, Blacks disease, Tetanus and Malignant Oedema), unless your stud stock has been vaccinated against these diseases; or
 - e. castration, inoculation, spaying or firing; or surgical operations unless on veterinarian's advice to preserve the life of <u>your stud stock</u>; or
 - f. slaughter by order of a federal, state or territory government authority acting under any statute or regulation relating to <u>stud stock</u>.
- 6. We will pay up to the Insured Sum noted on your "Certificate of Insurance" for any one event.
- 7. An excess of \$500 per animal per event applies.

Climate cover for indoor crop in glasshouses or greenhouses

- You are insured for <u>accidental</u> loss or damage during the <u>policy period</u> to <u>your indoor crop</u> inside a <u>glasshouse</u> or a <u>greenhouse</u> at the <u>risk address</u>, if the <u>accidental</u> loss or damage arose due to a deviation from the desired:
 - a. temperature of the air mixture or nutritive medium;
 - b. air humidity; or
 - c. planting temperature;

after alerting about ambient temperature or air humidity due to:

- a. an <u>accidental</u> failure or incorrect functioning of the <u>screen system</u> or the <u>CHP-system</u>;
- b. <u>theft</u> or attempted <u>theft</u>; or
- c. vandalism after <u>break in</u>, to equipment, the <u>screen system</u>, the <u>CHP-system</u> or parts of this.
- 2. You are only insured if there is an alarm:
 - a. for room temperature or humidity that is triggered in the <u>event</u> of failure or incorrect functioning of the <u>CHP-system</u>; and
 - b. triggered by failure or incorrect functioning of the screen system.
- 3. You are not insured if the alarm system did not work, unless:
 - a. the alarm system is damaged by the same <u>event</u> that also damaged the equipment, the <u>screen system</u> or the <u>CHP-system</u> concerned;
 - b. there is visible <u>accidental</u> damage to the alarm system caused by outward weather influences, such as <u>hail</u>, <u>lightning strike</u>, powder snow, rain or meltwater;

- c. the alarm system was unable to report a problem due to a demonstrable malfunction in the telephone network <u>you</u> are connected to. Problems concerning a limited capacity or range of the telephone network are not considered to be a malfunction, unless <u>you</u> can demonstrate the malfunctioning of the alarm system did not influence the extent of the loss or damage.
- 4. You are also insured for loss or damage to <u>your indoor crop</u> in a <u>glasshouse</u> or a <u>greenhouse</u> or another <u>building</u> at the <u>risk address</u> caused by overheating of sulphur as the consequence of <u>accidental</u> incorrect functioning of a sulphur evaporator due to a technical malfunction. The sulphur evaporator must be fitted with a technical security device against overheating or a construction which prevents liquid sulphur coming into contact with the heating element.
- 5. You are not insured for loss or damage which occurs due to the amount of sulphur in the sulphur evaporator being too high, meaning that it has overflowed.
- 6. We will pay up to the Insured Sum noted on your "Certificate of Insurance" for any one event.
- 7. An excess as noted on your "Certificate of Insurance" applies

Water and nutrition cover for indoor crop in glasshouses or greenhouses

- 1. You are insured for loss or damage during the <u>policy period</u> to <u>your indoor crop</u> in a <u>glasshouse</u> or a <u>greenhouse</u> at the <u>risk address</u> due to a deviation from the desired:
 - a. amount, composition or temperature of the <u>nutrient solution</u>;
 - b. amount or temperature of the water to be administered;+
 - c. groundwater level;

caused by or arising from:

- a. an <u>accidental</u> break down of the <u>fertigation unit</u>, the <u>watering system</u> or the system for heating the nutrient solution;
- b. an <u>accidental</u> incorrect functioning of the <u>fertigation unit</u>, the <u>watering system</u> or the system for heating the <u>nutrient solution</u>;
- c. an <u>accidental</u> break down in or cutting off of the <u>water supply</u>;
- d. <u>theft</u> or attempted <u>theft</u> of the <u>fertigation unit</u>, the <u>watering system</u>, the <u>water supply</u> or parts of these items, after break in;
- e. vandalism to the <u>fertigation unit</u>, the <u>watering system</u>, the <u>water supply</u> or parts of these items, after <u>break in</u>;
- f. an <u>accidental</u> break down of the <u>watering system</u> after an alarm of a breakdown of the pump or after an alarm of a deviation from the pre-defined groundwater level;
- g. the discharge of water from the <u>water storage</u> area in a <u>building</u> due to an <u>accidental</u> break down or incorrect functioning of the pump, after an alarm that the water level is too high;
- h. an <u>accidental</u> release of fluids from the <u>fertigation unit</u>, the <u>watering system</u> or the system for heating the <u>nutrient solution</u> and other equipment or the pipes connected to these items due to a defect of equipment and/or pipes, provided that <u>we</u> will only pay for damage caused by direct contact of the fluids with the <u>indoor crop</u> and for damage due to the damp effect of the fluids. <u>We</u> will not pay if the fluids have reached the <u>indoor crop</u> via the <u>watering system</u>.
- 2. We will only pay for loss or damage caused by or arising from the perils listed from a) to e) above if an alarm is given of a deviation in the correctly set value of the pH, EC, temperature and quantity of the <u>nutrient solution</u> and the fertilisers for the <u>nutrient solution</u>. We will not pay if the alarm system did not work unless:
 - a. the alarm system is damaged by the same <u>event</u> that damaged the <u>fertigation unit</u>, the <u>watering</u> <u>system</u> or other equipment;
 - b. there is visible <u>accidental</u> damage to the alarm system caused by exterior weather influences such as <u>hail</u>, <u>lightning strike</u>, powder snow, rain or meltwater;
 - c. the alarm was unable to report a problem due to a demonstrable malfunction in the telephone network which <u>you</u> are connected to. Problems related to a limited capacity or range of the telephone network will not be considered as a malfunction;

unless you can show that the malfunctioning alarm system did not influence the extent of the loss or damage.

- 3. We will pay up to the Insured Sum noted on your "Certificate of Insurance" for any one event.
- 4. An excess as noted on your "Certificate of Insurance" applies

Additional benefits - One, Two and Three Star Cover







Note: Additional benefits are paid in addition to the Insured Sum.

Property in your care

- 1. You are insured for <u>accidental</u> loss or damage to an item belonging to someone else as a result of an <u>insured loss</u> to <u>your inventory</u> if <u>you</u> have a legal obligation to the owner for the loss.
- 2. We will pay to repair or replace the item.
- 3. <u>We</u> will pay up to 5% of the Insured Sum on <u>your</u> "Certificate of Insurance" of the <u>inventory</u> item that the item damaged would have been insured under had <u>you</u> owned it, for any one <u>event</u>.

Clean-up costs

- 1. You are insured for reasonable <u>clean-up costs</u> following an <u>insured loss</u>.
- 2. <u>We</u> will pay up to 10% of the <u>insured loss</u> on <u>your</u> "Certificate of Insurance" for the <u>inventory</u> items that suffered the <u>insured loss</u>.

Transit and storage

<u>You</u> are insured for the <u>reasonable cost</u> of <u>transit</u> and storage of insured <u>inventory</u> following an <u>insured loss</u> to <u>your inventory</u>.

Claim preparation costs

- You are insured for reasonable professional fees and other <u>reasonable costs</u> for preparation of <u>your inventory claims</u>.
- 2. We will pay up to 5% of the total figure of the insured loss of your inventory.

Damage prevention

- 1. You are insured for necessary and <u>reasonable costs</u> incurred during the <u>policy period</u> for <u>damage prevention</u> to <u>your inventory</u>.
- 2. <u>We</u> will pay up to 5% of the Insured Sum noted on <u>your</u> "Certificate of Insurance" for the <u>inventory</u> item for which the <u>damage prevention</u> is for.

Reconstruction costs of essential records

- 1. You are insured for the <u>reconstruction costs</u> of <u>essential records</u> which are damaged as a result of an <u>insured loss</u> to <u>your inventory</u>.
- 2. <u>We</u> will pay up to 5% of the Insured Sum on <u>your</u> "Certificate of Insurance" for the <u>inventory insured item</u> that suffered the <u>insured loss</u>.

Additional benefits - Household effects One, Two and Three Star Cover







Pipe bursts or leaks

- 1. You are insured for accidental loss or damage to your household effects during the policy period caused by:
 - a. outflow of liquid or steam from water pipes, sewer pipes, <u>appliances and devices</u> that are permanently connected to these pipes or from plumbing, central heating, air-conditioning, aquariums or water beds in <u>your house</u>; and
 - b. pipes bursting as a result of freezing of liquids.

What we will pay for your fence, indoor crop, livestock and stock products claim

Fence

<u>We</u> will pay the cost to repair or replace <u>your</u> damaged fence up to the amount per kilometre of fence repaired or replaced and in total, up to the Insured Sum noted on <u>your</u> "Certificate of Insurance".

Indoor Crop

<u>We</u> will pay the amount per hectare/square metres and in total, up to the Insured Sum noted on <u>your</u> "Certificate of Insurance" multiplied by the percentage of damage over the damaged surface area determined by the loss adjuster appointed by <u>us</u> less <u>your</u> excess which is noted on <u>your</u> "Certificate of Insurance".

Livestock

We will pay market value up to the Insured Sum noted on your "Certificate of Insurance".

Stock Products

<u>We</u> will pay the <u>market value</u> up to the Insured Sum noted on <u>your</u> "Certificate of Insurance" for the loss or damage of <u>your stock products</u> or if there is a contract for sale at the time of the loss or damage, <u>we</u> will pay the contract price up to the Insured Sum noted on <u>your</u> "Certificate of Insurance".

Payment of a claim

- 1. If <u>your claim</u> has been accepted, <u>we</u> shall make reasonable progress payments for such amounts as may be agreed upon with <u>you</u>, the repairer and <u>our</u> appointed experts. Any such payments shall be deducted from the amount finally determined upon adjustment of the <u>claim</u>.
- 2. The outstanding balance will be paid when the repairs or <u>replacement</u> has been completed and/or <u>you</u> have presented the final expenses to <u>us</u>.

What we will pay for your other inventory claim

Reinstatement cover

- 1. Where it is noted on <u>your</u> "Certificate of Insurance" that reinstatement cover applies <u>we</u> will, at <u>our</u> option:
 - a. pay to repair or replace <u>your inventory</u> to the same condition as when it was new up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance";
 - b. pay <u>you</u> the <u>reasonable cost</u> of repairing or replacing <u>your inventory</u> to the same condition as when it was new up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance"; or
 - c. pay <u>you</u> the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance".

Indemnity cover

- 1. Where it is noted on your "Certificate of Insurance" that indemnity cover applies, we will, at our option:
 - a. pay to repair or replace <u>your inventory</u> to the same condition it was immediately prior to the loss or damage, taking into account the cost of wear, tear and depreciation, up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance";
 - b. pay <u>you</u> the <u>reasonable cost</u> of repairing or replacing <u>your inventory</u> to the condition it was immediately prior to the loss or damage occurring, taking into account the cost of wear, tear and depreciation, up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance"; or
 - c. pay <u>you</u> the <u>indemnity value</u> of <u>your inventory</u> up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance".

You do not wish to repair or replace

- 1. If <u>we</u> have chosen to repair or replace <u>your inventory</u> and <u>you</u> do not wish to repair or replace it, <u>we</u> will at <u>our</u> option:
 - a. pay <u>you</u> the <u>reasonable cost</u> of repairing or replacing <u>your inventory</u> to the condition it was immediately prior to the loss or damage occurring, taking into account the cost of wear, tear and depreciation, up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance"; or
 - b. pay <u>you</u> the value of <u>your inventory</u> immediately prior to the loss or damage up to the amount of the Insured Sum noted on <u>your</u> "Certificate of Insurance", less the remaining value of <u>your inventory</u> immediately after the loss or damage occurred.

Payment of a claim

- 1. If <u>your claim</u> has been accepted, <u>we</u> will make reasonable progress payments for such amounts as may be agreed upon with <u>you</u>, the repairer and <u>our</u> appointed experts. Any such payments will be deducted from the amount finally determined upon adjustment of the <u>claim</u>.
- 2. The outstanding balance will be paid when the repairs or <u>replacement</u> has been completed and/or <u>you</u> have presented the final expenses to <u>us</u>.

Additional conditions for inventory

Underinsurance

- 1. Where the Insured Sum on your "Certificate of Insurance" for your inventory is below 80% of the actual:
 - a. reinstatement value at the commencement date if insured for reinstatement value; or
 - b. indemnity value at the commencement date if insured for indemnity value;
 - <u>we</u> will reduce the amount <u>we</u> pay on <u>your claim</u> in proportion to the amount <u>you</u> have underinsured <u>your inventory</u> and 80% of the actual reinstatement or <u>indemnity value</u>.
- 2. This condition will not apply:
 - a. If the amount of the damage does not exceed 10% of the amount of the Insured Sum on <u>your</u> "Certificate of Insurance";
 - b. in respect of the Insured Sum noted on <u>your</u> "Certificate of Insurance" for <u>livestock</u>, <u>indoor crop</u> and fencing; or
 - c. in regard to stock products reflecting the market value changes over time.

An example of this condition in action:

<u>Your inventory</u> has an actual value of \$250,000 and an underinsurance trigger value of \$200,000 – being 80% of \$250,000. <u>You</u> underinsure <u>your inventory</u> for \$150,000 which is only 60% of the actual value. <u>You</u> suffer a loss of \$40,000. The maximum amount <u>we</u> will pay is $($40,000 \times ($150,000/$200,000)) = $30,000$.

Reasonable timeframe for repairs or replacement

- 1. Unless <u>we</u> have agreed in writing, repair or <u>replacement</u> of <u>your inventory</u> must commence within twelve months of the loss or damage.
- 2. If rebuilding or repair of <u>your inventory</u> has not commenced within twelve months of the loss or damage or any extended period to which <u>we</u> have previously agreed in writing, <u>we</u> will not be liable for any costs beyond the repair or rebuilding costs as at the date the loss or damage occurred.

Indoor crop

- 1. You must submit a <u>cultivation plan</u> to <u>us</u> annually before 1 October.
- 2. You must inform us of an alteration in the cultivation plan as soon as this is made.
- 3. If <u>you</u> do not inform <u>us</u> of an alteration in the <u>cultivation plan</u> in time, the cover remains on the basis of the last <u>cultivation plan</u> submitted by <u>you</u> to <u>us</u> for the rates and conditions of the current <u>policy period.</u>

Pigs and/or poultry

- 1. An alarm system must be fitted with a back-up battery system that is tested at least once a month to ensure it operates effectively in the <u>event</u> of power failure.
- 2. Someone must be available to respond and act adequately after an alarm is triggered.
- 3. <u>You</u> must notify <u>us</u> immediately in writing of every alteration in the systems for automatic climate control, the automatic feeding and drinking systems and in the way in which the pigs and/or poultry are housed.

Calamity to cattle

- 1. In the case of a <u>calamity</u> that may lead to <u>accidental</u> loss or damage of <u>your cattle</u>, <u>you</u> must:
 - a. within three business days, send <u>us</u> a certificate signed by the veterinarian on a form prescribed by <u>us</u> detailing the cause of the death or <u>necessary slaughter</u>;

- b. if we request, have a dissection performed and submit the report to us; and
- c. submit to <u>us</u> receipts of costs, including veterinarian costs for the above that are eligible for compensation.

Geographical limits of cover for inventory

You are not insured for any loss or damage to your inventory outside the geographical limits shown below.

Inventory other than stock products and household effects

- 1. At the <u>risk addresses</u> noted on <u>your</u> "Certificate of Insurance" or in <u>transit</u> between those <u>risk addresses</u>.
- 2. Elsewhere in Australia however <u>we</u> will pay up to a maximum of 10% of the Insured Sum noted on <u>your</u> "Certificate of Insurance" for any one <u>event</u>.

Stock products

- 1. Inside a building anywhere in Australia.
- 2. Coverage only exists outside a <u>building</u> if <u>your stock products</u> are temporarily located at the <u>risk address</u> for <u>transit</u> or for immediate storage in <u>buildings</u> or unless specifically noted on <u>your</u> "Certificate of Insurance".

Household effects

- 1. At the <u>risk addresses</u> on <u>your</u> "Certificate of Insurance"
- 2. Elsewhere in Australia but only if the <u>household effects</u> have been transported from the <u>risk address</u> and the intention is for them to be located away from the <u>risk address</u> for no more than three consecutive months, and for them to return to the <u>risk address</u> within this period.

Indoor Crop

- 1. At the <u>risk addresses</u> noted on <u>your</u> "Certificate of Insurance"
- 2. In respect to <u>indoor crop</u> that are being grown for eventual cultivation at the <u>risk address</u>, cover applies anywhere in Australia.

Additional exclusions for inventory

What you are not insured for

- 1. Unless otherwise expressly provided, <u>you</u> are not insured for any loss or damage to <u>your inventory</u> or <u>indoor crop</u> arising from, or in connection with:
 - a. action of organisms, animals. moths, insects or vermin;
 - b. mildew, mould, rot, dampness, rust or oxidation corrosion or gradual damage;
 - c. action of light;
 - d. changes of atmosphere or other variations in temperature and evaporation;
 - e. tree roots;
 - f. non-compliance by <u>you</u> or anyone acting on behalf of <u>you</u>, with the necessary permits issued by federal, state or territory government, public or local authorities;
 - g <u>malicious damage</u> that is caused by <u>your</u> directors, partners, <u>employees</u>, tenants, any member of <u>your</u> family or invitees of any of the above;
 - h. soil movement, including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within 72 hours of an <u>explosion</u>, earthquake, tsunami, subterranean <u>fire</u>, volcanic eruption, <u>storm</u> or <u>tropical cyclone</u>;
 - i. minor damage not influencing functionality such as scratches, grazes or dents or other minor damage that does not influence the functionality of the <u>inventory</u>;
 - j. the outflow of water or steam from filler hoses of heating or cooling systems and hoses;
 - k. moisture coming through the floor or wall including sealing seams that should be watertight;
 - l. water (rain, snow, <u>hail</u> or ice) that has penetrated through open windows, doors, or shutters and vents except as otherwise provided under Three Star Cover;

- m. groundwater, except when it has penetrated through drains or connected appliances and devices;
- n. gradual water or moisture damage;
- o. drought;
- moving, alterations, painting or decoration of glasshouses, greenhouses, garden frames and conservatories that are not part of a <u>house</u>;
- q. antennas, satellite dishes and weather stations being worked upon;
- r. loss that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement;
- s. deliberate application of heat leading to but not limited to scorching, melting or charring;
- t. consequential loss, punitive, exemplary or aggravated damages awarded against <u>you</u> or fines and penalties imposed on <u>you</u>;
- u. the undergoing of any process of production, treatment, packaging;
- v. the discharge, seepage, dispersal, release or escape of <u>pollution</u> and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of <u>pollution</u>;
 - i. this exclusion does not apply to <u>accidental pollution</u> if <u>your</u> "Certificate of Insurance" shows <u>you</u> have taken Three Star Cover.
- w. error or omission in design, plan or specification or failure of design;
- x. normal settling, seepage, shrinkage or expansion in <u>buildings</u> or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration; or
- y. inherent vice, faulty materials or faulty workmanship.

CATEGORY THREE BUSINESS INTERRUPTION



What you are insured for

One Star Cover



You are only insured for the following items if it is specifically noted on your "Certificate of Insurance".

Agistment Cover

<u>You</u> are insured for <u>agistment costs</u> or <u>agistment income you</u> do not receive as a consequence of damage to pasture, stubble or fencing directly caused by <u>fire</u> occurring at the <u>risk address</u> during the <u>policy period</u>.

- 1. We will pay these agistment costs or agistment income during the indemnity period.
- 2. We will pay up to the Insured Sum shown in <u>your</u> "Certificate of Insurance" for <u>your agistment costs</u> or <u>agistment income</u>.

Loss of Rent

You are insured for loss of rent due to insured loss to your building insured under Category One – Buildings.

- 1. we will pay your loss of rent during the indemnity period.
- 2. we will pay up to the Insured Sum shown in your "Certificate of Insurance" for your loss of rent.

Two Star Cover



You are only insured for the following items if it is specifically noted on your "Certificate of Insurance".

Loss of gross profits or increase in costs of working

- You are insured for loss or reduction of gross profit or your increase in costs of working necessarily and reasonably incurred in consultation with <u>us</u> due to interruption to or interference with <u>your</u> business as a direct consequence of an <u>insured loss</u> to an <u>insured item</u> under Category One – Buildings Cover (excluding <u>flood</u>) or Category Two – Inventory (excluding <u>flood</u>) during the <u>indemnity period</u>.
- 2. If <u>you</u> have Three Star Cover under Category One Buildings (excluding <u>flood</u>) or Category Two Inventory (excluding <u>flood</u>) and the loss or reduction of <u>gross profit</u> or <u>increased costs of working</u> is due to <u>machinery breakdown</u>, then a 48 hour excess period applies before <u>we</u> will pay a <u>claim</u>.
- 3. You are insured for loss or reduction of gross profit due to interruption to or interference with your business and for a decrease in the value of the poultry and/or pigs due to a slowdown in growth or decrease in production each as a direct consequence of an insured loss covered under the Intensively farmed pigs and poultry option under Category Two Inventory.

Additional increase in costs of working

- You are insured for your additional increase in costs of working necessarily and reasonably incurred in consultation with <u>us</u> due to interruption to or interference with <u>your</u> business as a direct consequence of an <u>insured loss</u> to an <u>insured item</u> under Category One – Buildings (excluding <u>flood</u>) or Category Two – Inventory (excluding <u>flood</u>) during the <u>indemnity period</u>.
- 2. If <u>you</u> have Three Star Cover and <u>your additional increase in costs of working</u> is due to <u>machinery</u> <u>breakdown</u>, then a 48 hour excess period applies before <u>we</u> will pay a <u>claim</u>.

Optional insurance

You are only insured for the following insured item if it is specifically noted on your "Certificate of Insurance".

Additional increase in costs of working including farm machinery

- You are insured for your additional increase in costs of working necessarily and reasonably incurred in consultation with <u>us</u> due to interruption to or interference with <u>your</u> business as a direct consequence of an <u>insured loss</u> to an <u>insured item</u> under Category One – Buildings (excluding <u>flood</u>) or Category Two – Inventory (excluding <u>flood</u>) or to <u>farming equipment</u> under Category Four - Vehicles during the <u>indemnity</u> <u>period</u>.
- 2. A 48 hour excess period applies before we will pay a claim.

Three Star Cover



<u>You</u> are only insured for the following items if <u>you</u> have taken Two Star Cover and the item is also noted on <u>your</u> "Certificate of Insurance".

Severance Pay

If noted on <u>your</u> "Certificate of Insurance", <u>you</u> are insured for expenditure <u>you</u> are obligated or have preagreed to pay under industrial awards, determinations, decisions or agreements for severance pay and/or in lieu of notice to <u>employees</u> whose services are terminated during the <u>indemnity period</u> in consequence of an <u>insured loss</u> to an <u>insured item</u> under Category One – Buildings (excluding <u>flood</u>) or Category Two – Inventory (excluding <u>flood</u>). <u>We</u> will pay up to the Insured Sum noted on <u>your</u> "Certificate of Insurance" for any one <u>event</u>.

Supplier's extension

- 1. You are insured for a reduction of <u>gross profit</u> or <u>increase in costs of working</u> resulting from interruption to or interference with <u>your</u> business as a direct consequence of <u>fire</u> only at any premises in Australia occupied by any <u>direct supplier</u> to <u>you</u>. <u>We</u> will pay up to the Insured Sum noted on <u>your</u> "Certificate of Insurance" for any one <u>event</u>.
- 2. A 48 hour excess period applies before we will pay a claim under this item.

Prevention of access

- You are insured for a reduction of gross profit or increase in costs of working resulting from interruption to
 or interference with your business as a direct consequence of a nearby fire that prevents access to your
 building at the risk address. We will pay up to the Insured Sum noted on your "Certificate of Insurance" for
 any one event.
- 2. A 48 hour excess period applies before <u>we</u> will pay a <u>claim</u> under this item.

Additional benefits - One, Two and Three Star Cover







Note: Additional Benefits are paid in addition to the Insured Sum.

Claim preparation costs

- 1. <u>You</u> are insured for reasonable professional fees, and other <u>reasonable costs</u>, for preparation of <u>your</u> business interruption <u>claim</u>.
- 2. We will pay up to 10% of the total of your business interruption claim for any one event.

What we will pay

Gross Profit

For loss of reduction of <u>gross profit</u>, <u>we</u> will pay the sum produced by applying the <u>rate of gross profit</u> to the amount by which the <u>turnover</u> during the <u>indemnity period</u> falls short of the <u>standard turnover</u> in direct consequence of the <u>insured loss</u>.

Payment of a claim

- 1. <u>We</u> will make reasonable progress payments for such amounts as may be agreed upon with <u>you</u> and <u>our</u> appointed experts. Any such payments will be deducted from the amount finally determined upon adjustment of the <u>claim</u>.
- 2. The outstanding balance will be paid when the final expenses have been presented to us.

Additional conditions for business interruption

Underinsurance

Where the declared value of <u>gross profit</u> at the commencement of each <u>policy period</u> is below 70% of the sum produced by applying the actual <u>gross profit</u>, or its proportionately increased multiple, where the <u>indemnity period</u> exceeds twelve months, <u>we</u> will reduce the amount <u>we</u> pay on <u>your claim</u> in proportion to the amount <u>you</u> have underinsured <u>your gross profit</u>.

Indemnity Period

- 1. The <u>indemnity period</u> is limited to a maximum of ten weeks from the date of the <u>insured loss</u>:
 - a. if <u>you</u> cease to carry on the business, or any part of the business is disposed of, permanently discontinued, or <u>your</u> interest in the business or such part of the business ceases otherwise than by death:
 - b. if <u>you</u> are placed in liquidation, provisional liquidation, under official management, enter into a scheme of arrangement, have receivers and/or managers appointed over <u>your</u> assets or undertakings;
 - c. if you become bankrupt or enter into a scheme arrangement with creditors;
 - d. if insufficient attempts were made to restore the pre-loss <u>turnover</u> and/or <u>gross profit</u> within ten weeks from the date of the loss or damage;
 - e. if your building is not to be rebuilt or restored; or
 - f. in respect of the rewriting of records if insufficient attempts were made to begin the rewriting of records within ten weeks from the date of the damage.

Additional exclusions for business interruption

What you are not insured for

- 1. Unless otherwise expressly provided, <u>you</u> are not insured for a reduction of <u>gross profit</u>, additional expenditure, <u>increase in costs of working</u> and <u>additional increase in costs of working</u> due to interruption to or interference with <u>your</u> business caused by, arising from, or in connection with:
 - a. failures or defects in the supply of electricity, water, gas, oil or other energy, telecommunications, or sewerage services from an external company;
 - b. failure of any electric power supply at the <u>risk address</u>;
 - i. if no ready and suitable <u>replacement</u> electricity supply of sufficient capacity is available for the supply of electricity for at least the first twelve hours after the <u>event</u>; or
 - ii. if insufficient fuel is available to run the <u>replacement</u> electricity supply at any time.
 - c. insufficient maintenance, operator errors or delay in the supply of necessary <u>replacement</u> parts or repairs to systems;
 - d. the erroneous input of information by <u>you</u> or <u>your employees</u> or any programming errors made by them:
 - e. loss that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement;

- f. drought
- g. non-compliance with contractual obligations, any fines and penalties, loss of market and/or goodwill;
- h. flood
- i. infectious diseases identified by the Quarantine Act 1908 (Cth); or
- j. quarantine as a result of human disease.

CATEGORY FOUR VEHICLES



What you are insured for

One Star Cover



- 1. You are insured for your legal liability for <u>accidental</u> loss or damage to the property of others happening during the <u>policy period</u> that arises from the use of <u>your vehicle</u>.
- 2. You are insured for your legal liability for <u>accidental personal injury</u> to others during the <u>policy period</u> that arises from the use of <u>your unregistered vehicle</u>:
 - a. where compulsory insurance is not required by any legislation relating to your unregistered vehicle; and
 - b. whilst <u>your unregistered vehicle</u> is being used at a <u>risk address</u> noted on <u>your</u> "Certificate of Insurance".
- 3. You are insured for <u>accidental</u> loss or damage to <u>your vehicle</u> during the <u>policy period</u> that is caused by or arises from:
 - a. fire, explosion, self-combustion, short-circuit or lightning strike;
 - b. storm; tropical cyclone or hail;
 - c. <u>flood</u>, falling rocks, collapse, landslide, volcanic eruption, earthquake, tsunami or similar natural disasters:
 - d. an external <u>event</u> to the means of transport during the <u>transit</u> of <u>your vehicle</u> by <u>vehicle</u>, ship, train or <u>aircraft</u>;
 - i. you are not insured for minor damage such as scratches and damage to the paint.

Two Star Cover



In addition to the cover provided under One Star Cover

- 1. You are insured for accidental loss or damage to your vehicle that arises from theft or attempted theft.
- 2. You are insured for accidental loss or damage to your vehicle glass:
 - a. you are not insured where there has been loss or damage to your vehicle other than to your vehicle glass; and
 - b. a nil excess will apply to <u>vehicle glass</u> only <u>claims</u>.
- 3. <u>You</u> are insured for contamination, loss or damage of <u>your vehicle</u> as a result of the free transport of an injured person following an accident:
 - a. we will pay the reasonable cost for cleaning your vehicle or, if necessary, the replacement of the interior.

Three Star Cover



In addition to the cover provided under One Star and Two Star Cover

1. You are insured for accidental loss or damage to your vehicle otherwise not excluded.

Optional insurance

You are only insured for the following perils if it is specifically noted on your "Certificate of Insurance".

Mechanical breakdown

- 1. You are insured for mechanical breakdown or mechanical defect to your farming equipment if:
 - a. the <u>farming equipment</u> is not older than five years; and
 - b. you have reasonably done all you can to recover the cost of the loss or damage from the supplier, dealer or manufacturer of the farming equipment:
 - we will not pay for the individual part that first caused the mechanical breakdown or first suffered from the mechanical defect.

Overloading or improper use

- 1. Your farming equipment is insured for loss or damage that arises from overloading or improper use, if:
 - a. the farming equipment is not older than five years
 - b. the overloading or improper use was not intentional; and
 - the <u>farming equipment</u> has been maintained in accordance with the manufacturer's specifications and requirements.

Additional benefits - One, Two and Three Star Cover







Note: Additional benefits are paid in addition to the Insured Sum for vehicles for One, Two and Three Star Cover

Neighbourly assistance

- 1. You are insured for accidental loss or damage to the property of others arising from the use of your farming equipment and/or trailer when providing neighbourly assistance if;
 - a. the property lost or damaged is owned by the business or farm receiving the assistance, or other emergency workers involved in the neighbourly assistance; and
 - b. the <u>neighbourly assistance</u> is for an <u>agrarian activity</u>.
- 2. You are not insured under this Additional Benefit for any loss for which you are legally liable.
- 3. An excess of \$500 per event will apply.

Damage to cargo being transported

- You are insured for your legal liability for accidental loss or damage to cargo owned by others that you are carrying in or on <u>your vehicle</u> or in or on a <u>vehicle</u> connected to <u>your vehicle</u>.
- 2. You are not insured for any resultant or consequential loss arising from the initial accidental loss.
- 3. This Additional Benefit does not apply for agricultural contractors or for riding schools.
- 4. We will pay up to \$50,000 for any one event.
- 5. An excess of \$1,000 for any one event will apply.

Damage by cargo you are transporting

- You are insured for your legal liability for accidental loss or damage to property of others due to cargo being carried in or on your vehicle or in or on a vehicle connected to your vehicle falling off.
- 2. You are not insured whilst loading or unloading is taking place.
- 3. You are not insured for loss or damage to the cargo.

Other property you own

- 1. You are insured for accidental loss or damage to your vehicles, buildings and inventory that arises from the use of your vehicle.
- 2. You are only insured on the basis that you would have been legally liable if the loss or damage was caused to the property of another.
- 3. This Additional Benefit does not apply if at the time of the loss or damage you are acting as an agricultural contractor for reward.
- 4. An additional excess of \$2,500 per event will apply.

Emergency mitigation costs

- 1. Following an insured loss and in the case of an emergency, we will pay the reasonable cost for:
 - a. repair or replacement of your vehicle glass; and
 - b. the towing of <u>your vehicle</u> to the nearest repairer or place of safety, or to any other place approved by <u>us</u>.

Journey disruption

- 1. Following an insured loss to your vehicle and provided:
 - a. the vehicle was being used in connection with your business; and
 - b. your vehicle was more than 100 kilometres from its usual place of garaging,

we will pay you the reasonable costs of:

- c. returning <u>you</u>, the <u>driver</u>, and non-paying <u>passengers</u>, to the point of departure or at <u>your</u> option, to <u>your</u> or the <u>driver</u>'s destination;
- d. obtaining overnight accommodation if the journey cannot be completed in the same day as the loss or damage occurs; or
- e. hiring another <u>vehicle</u> of a similar make and model to complete the journey or return <u>you</u> or the <u>driver</u> to where the journey first commenced.
- 2. We will pay up to \$5,000 for any one event.

Expediting expenses

- 1. Following an <u>insured loss</u> to <u>your vehicle</u>, <u>we</u> will pay <u>you</u> for the additional <u>reasonable costs</u> necessary to arrange immediate temporary repairs, or to expedite permanent repairs.
- 2. We will pay up to the least 50% of the repair costs or \$5,000 for any one event.

Clean-up costs

- 1. Following an <u>insured loss</u> to <u>your vehicle</u>, <u>we</u> will pay for the reasonable <u>clean-up costs</u> and removal of <u>your vehicle</u>, debris and cargo.
- 2. We will pay up to \$25,000 for any one event.

Personal Property

- 1. Following an insured loss to your vehicle, if you had personal property contained inside your vehicle and it is:
 - a. damaged or stolen; and
 - b. if stolen, the <u>vehicle</u> was securely locked at the time of the <u>theft</u>;

we will pay for your reasonable cost to replace or repair personal property up to \$1,000 for any one event.

Sign writing

- 1. Following an <u>insured loss</u> to <u>your vehicle</u>, <u>we</u> will pay for the <u>reasonable cost</u> to replace or repair any sign writing, artwork and advertising signs affixed to the <u>vehicle</u> at the time of the loss.
- 2. We will pay up to \$2,000 for any one event.

Damage to accessories

- 1. Following an <u>insured loss</u> to <u>your vehicle</u>, <u>we</u> will pay the <u>reasonable cost</u> to replace or repair <u>your</u> damaged bull bar, spots/lights, UHF radio and audio and telecommunication equipment.
- 2. <u>You</u> are only insured for audio and telecommunication equipment that is permanently attached to <u>your</u> vehicle.

Transit by Sea - General Average

Following an <u>insured loss</u> to <u>your vehicle</u> while being transported by sea within Australia, <u>we</u> will pay for the charged general average and/or salvage costs.

Automatic 21 day replacement cover

- 1. You are automatically insured for vehicle purchases if:
 - a. you dispose of your insured vehicle and replace it within seven days with a similar vehicle; and
 - b. the <u>replacement vehicle</u> is worth less than \$100,000 including GST.
- 2. You are insured under the same terms as the disposed of <u>vehicle</u> for a 21 day period from the date <u>you</u> acquire it.
- 3. If <u>you</u> wish to insure the <u>replacement vehicle</u> after this time, <u>you</u> must ask <u>us</u> to do so within the 21 day period.
- 4. The premium, excess and terms on the cover after the 21 days may be different from the cover provided during the 21 day period.

Additional benefits - Two and Three Star Cover





These extra additional benefits are also provided for Two and Three Star Cover:

Hire of motor vehicle following theft

- 1. If <u>your motor vehicle</u> is stolen and it is an <u>insured loss</u>, <u>we</u> will reimburse <u>you</u> for the <u>reasonable cost</u> of hiring a similar <u>motor vehicle</u>.
- 2. <u>We</u> will not pay for hire charges incurred after <u>your motor vehicle</u> has been found undamaged, or if damaged and an insured <u>claim</u> results, after such damage has been repaired.
- 3. <u>We</u> will not pay for fuel, insurance with another company, or other standard running costs <u>you</u> would have normally incurred for <u>your</u> own <u>motor vehicle</u>.
- 4. <u>We</u> will provide cover for the hire <u>motor vehicle</u> on the same terms as the <u>motor vehicle</u> it is temporarily replacing.
- 5. Cover is limited to a total period of 30 days or when the <u>claim</u> is settled, whichever occurs first.
- 6. We will pay up to \$2,000 for any one event.

Locks/Keys

- 1. You are insured if the keys to <u>your vehicle</u> are lost, destroyed or damaged, or if there are reasonable grounds to believe that the keys may have been duplicated.
- 2. We will pay for the reasonable cost to replace the key ignition barrel and all locks.
- 3. We will pay up to \$1,000 for any one event.

What we will pay

If your vehicle is repairable

- 1. If <u>your vehicle</u> is not a <u>total loss</u>, <u>we</u> will pay the lower of:
 - a. the <u>reasonable cost</u> to have <u>your vehicle</u> repaired; or
 - b. the market value of your vehicle.
- 2. If the repair costs to <u>your vehicle</u> amount to more than two thirds of the <u>market value</u>, <u>you</u> can choose to settle the damage as it would be settled in case of a <u>total loss</u>.
- 3. For damage to parts that are subject to wear and tear, a reasonable deduction will be made to take into account depreciation.
- 4. We will not pay more than the <u>market value</u> for any one <u>claim</u> unless:
 - a. there are costs for which we have indicated that these are payable in addition to the market value; or
 - b. if <u>we</u> pay the <u>new value</u> for a <u>vehicle</u> and the sum to be paid is calculated to be higher than the <u>market</u> value

If your farming equipment is a total loss

- 1. If your farming equipment is a total loss, we will pay the market value of your farming equipment.
- 2. We will pay the new value of your farming equipment if your farming equipment:

- a. was purchased and insured with us from new; and
- b. was not older than 12 months when the loss or damage occurred (to be calculated from the start date of insurance of <u>your farming equipment</u>).
- 3. If <u>your farming equipment</u> is older than 12 months but not older than 36 months, and if <u>your farming equipment</u> was purchased and insured with <u>us</u> from new, <u>we</u> will pay the <u>new value</u> reduced by 1% for every month or part of the month that exceeds the period of 12 months.
- 4. We will not pay the <u>new value</u> of <u>your farming equipment</u> if it:
 - a. was temporarily replacing an existing farming equipment; or
 - b. used in contracting activities for reward.
- 5. If <u>we</u> declare <u>your farming equipment</u> to be a <u>total loss</u> and pay <u>you</u> for the loss, <u>your</u> cover for that <u>farming equipment</u> comes to an end and <u>you</u> must allow <u>us</u> to take possession of that <u>farming equipment</u>.
- 6. If <u>we</u> do not take possession of <u>your farming equipment</u>, <u>you</u> cannot abandon <u>your</u> responsibilities for that <u>farming equipment</u>.
- 7. Following a total loss there will be no refund of the premium for that farming equipment.

If your motor vehicle or trailer is a total loss

- 1. If your motor vehicle or trailer is a total loss, we will pay the market value of your motor vehicle or trailer.
- 2. We will pay the <u>new value</u> of <u>your motor vehicle</u> or <u>trailer</u> if:
 - a. the motor vehicle or trailer was purchased and insured with us from new;
 - b. the <u>motor vehicle</u> or <u>trailer</u> is not older than 12 months when the loss occurred (to be calculated from the start date of insurance of the <u>motor vehicle</u> or <u>trailer</u> with <u>us</u>);
 - c. the <u>motor vehicle</u> or <u>trailer</u> is a car, <u>trailer</u>, station wagon or motorcycle that is fitted with a <u>passenger</u> car or motorcycle license plate; and
 - d. the <u>motor vehicle</u> or <u>trailer</u> had a <u>market value</u> of no more than \$125,000 including GST at the moment of the loss or damage.
- 3. If the <u>motor vehicle</u> or <u>trailer</u> is older than 12 months but not older than 36 months, and if the <u>motor vehicle</u> or <u>trailer</u> was purchased and insured with <u>us</u> from new, <u>we</u> will pay the <u>new value</u> reduced by 1% for every month or part of the month that exceeds the period of twelve months.
- 4. We will not pay the <u>new value</u> if the <u>motor vehicle</u> or <u>trailer</u>:
 - a. is temporarily replacing an existing motor vehicle or trailer; or
 - b. is a van, caravan, camper, utility <u>vehicle</u>, taxi, dual control <u>motor vehicle</u>, <u>motor vehicle</u> intended for rent with or without a driver or leased motor vehicle.
- 5. If <u>we</u> declare <u>your motor vehicle</u> or <u>trailer</u> to be a <u>total loss</u> and pay <u>you</u> for the loss, <u>your</u> cover for that <u>motor vehicle</u> or <u>trailer</u> comes to an end and <u>you</u> must allow <u>us</u> to take possession of that <u>motor vehicle</u> or <u>trailer</u>.
- 6. If <u>we</u> do not take possession of <u>your motor vehicle</u> or <u>trailer</u>, <u>you</u> cannot abandon <u>your</u> responsibilities for that <u>motor vehicle</u> or <u>trailer</u>.
- 7. Following a total loss there will be no refund of the premium for that motor vehicle or trailer.

If any other vehicle type is a total loss

If <u>your vehicle</u> (other than <u>farming equipment</u>, <u>motor vehicle</u> or <u>trailer</u>) is a <u>total loss</u>, <u>we</u> will pay the <u>market value</u> of <u>your vehicle</u>.

Legal liability

We will not pay more than the Limit of Indemnity noted on your "Certificate of Insurance" for any one claim.

Payment of a claim

- We will make reasonable progress payments for such amounts as may be agreed upon with <u>you</u>, the repairer, and <u>our</u> appointed experts. Any such payments will be deducted from the amount finally determined upon adjustment of the <u>claim</u>
- 2. The outstanding balance will be paid when the repairs have been completed and/or <u>you</u> have presented the final expenses to <u>us</u>.

3. If the <u>claim</u> is for the <u>theft</u> of a <u>vehicle</u> that is not recovered, payment will be made after 30 days from the loss and once ownership has been transferred to <u>us</u>.

Additional conditions for vehicles

Age/inexperience excess

- 1. An additional excess of \$500 applies in addition to the excess noted on <u>your</u> "Certificate of Insurance" if the person driving or operating or in charge of <u>your vehicle</u> at the time of the loss or damage is:
 - a. under 19 years of age;
 - b. 19 years of age or over and has held a <u>driver's</u> licence for less than two years; or
 - c. licensed for less than two consecutive years following re-issue or reinstatement of a <u>driver's</u> licence after its cancellation or suspension.

Motor vehicle no claims bonus/loading

When calculating the premium for <u>motor vehicles</u>, a discount or loading may apply on each individual <u>motor vehicle</u> depending on <u>your claims</u> history.

When <u>you</u> first purchase a <u>policy</u> with <u>us</u>, <u>we</u> will determine which step each <u>motor vehicle</u> starts on based on the <u>claim</u> history <u>you</u> disclose to <u>us</u>. If <u>you</u> have a <u>claims</u> free <u>policy</u> period, <u>you</u> move up one step on the table below at the renewal of the <u>policy</u>. If <u>you</u> make a <u>claim</u>, the discount or loading in relation to that <u>motor vehicle</u> will change according to the table below at renewal of the <u>policy</u>.

If <u>you</u> provide full details of the other <u>driver</u> of the <u>vehicle</u> that was at fault in an accident, and if <u>we</u> agree that the other <u>driver</u> is entirely responsible for the loss or damage, there will be no reduction in discount applied at the next renewal of the <u>policy</u>.

Step	Discount or loading	Step movement and discount or loading percentage at renewal after 1 insured claim	Step movement and discount or loading percentage at renewal after 2 or more insured claims
8	-70%	Move to step 4 Move to step 1	
7	-65%	Move to step 3 Move to step 0	
6	-60%	Move to step 2 Move to step -1	
5	-50%	Move to step 1 Move to step -2	
4	-40%	Move to step 0	Move to step -3
3	-30%	Move to step -1 Move to step -4	
2	-20%	Move to step -2	Move to step -4
1	-10%	Move to step -3	Move to step -4
0	0%	Move to step -4 Move to step -4	
-1	10%	Move to step -4 Move to step -4	
-2	20%	Move to step -4 Move to step -4	
-3	30%	Move to step -4 Move to step -4	
-4	40%	Stay on step -4 Stay on step -4	

For example, if in <u>your</u> first <u>policy period</u> with <u>us we</u> have determined <u>your motor vehicle</u> starts on step 6, <u>you</u> will receive a 60% discount on <u>your</u> base premium.

If during a <u>policy period</u> with <u>us you</u> have one <u>claim</u> on <u>your motor vehicle</u>, <u>you</u> will move down to step 2, and <u>you</u> will receive a 20% discount on <u>your</u> base premium at renewal.

If during a <u>policy period</u> with <u>us you</u> have two or more <u>claims</u> on <u>your motor vehicle</u>, <u>you</u> will move down to step -1, and <u>you</u> will incur a 10% loading on <u>your</u> base premium at renewal.

If during a <u>policy period</u> with <u>us you</u> have no <u>claims</u> on <u>your motor vehicle</u>, <u>you</u> will move up to step 7, and <u>you</u> will receive a 65% discount on <u>your</u> base premium at renewal.

Vehicle glass no claims bonus/loading and excess

If <u>you</u> choose to repair <u>your vehicle glass</u> no reduction in discount will be applied at the next renewal of the <u>policy</u>. If <u>you</u> choose to replace <u>your vehicle glass</u> then there will be a reduction in the discount applied at the next renewal if <u>you</u> have <u>claimed</u> for two or more <u>replacements</u> during the <u>policy period</u> for the same <u>vehicle</u>.

Where loss or damage occurs to <u>vehicle glass</u> that includes damage to sensors of any kind connected to or forming part of the <u>vehicle glass</u> and they need recalibrating or replacing then the damage to the <u>vehicle glass</u> is not the only damage and there will be a reduction in discount applied at the next renewal of the <u>policy</u>. The other perils excess noted on <u>your</u> "Certificate of Insurance" applies as this is not a <u>vehicle glass</u> only <u>claim</u>.

Farming equipment no claims bonus

<u>We</u> grant a discount on the premium for each item of <u>farming equipment</u> that has been insured with <u>us</u> constantly during the <u>policy period</u> before the renewal date. The reduction in discount applies at the next renewal of your policy.

The discount is dependent upon the number of consecutive <u>claim</u> free <u>policy periods</u> as per the table below:

Number of claim free policy periods	Discount percentage	Discount at renewal after 1 insured claim	Discount at renewal after 2 or more insured claims
One year	10%	0%	0%
Two years	20%	0%	0%
Three years	30%	10%	0%
Four years or more	40%	20%	0%

If <u>you</u> provide full details of the other <u>driver</u> of the <u>vehicle</u> that was at fault in an accident, and if <u>we</u> agree that the other <u>driver</u> is entirely responsible for the loss or damage, there will be no reduction in discount applied at the next renewal.

If after cancellation of the cover for an <u>insured item</u> of <u>farming equipment</u>, a similar piece of <u>farming equipment</u> intended as a <u>replacement</u> is insured with <u>us</u> within thirty days, the discount percentage will be continued for the new piece of <u>farming equipment</u>.

Additional exclusions for vehicles

What you are not insured for – additional exclusions

- 1. Unless otherwise expressly provided, <u>you</u> are not insured for any loss, damage or for legal liability arising from or in connection with:
 - a. your vehicle being hired to someone else;
 - b. your vehicle being used for the transportation of people for payment or reward;
 - c. <u>your vehicle</u> being driven or operated by <u>you</u> or a <u>driver</u> that was not licensed to drive that <u>vehicle</u> under any law:
 - i. this exclusion will not apply if <u>you</u> were unaware the <u>driver</u> or person in charge of the <u>vehicle</u> did not hold the correct licence.
 - d. your farming equipment being driven or operated by a driver who is not legally authorised to do so:
 - i. this exclusion will not apply if the <u>farming equipment</u> was taken without <u>your</u> consent.
 - e. <u>your vehicle</u> being used for any experiment, test or trial, other than for resale purposes on public roads;
 - f. <u>your vehicle</u> being prepared for or involved in racing, speed testing, speed trial, pace making, reliability trial, stunt, rallying or motor sport activities;
 - g. <u>your vehicle</u> being used to carry a load or <u>passengers</u> in excess of that for which it was designed, registered or licensed to;
 - h. your vehicle being used for improper use:

- i. this exclusion does not apply to the extent that <u>your farming equipment</u> is insured for optional cover Overloading or <u>Improper use</u> in this Category.
- i. your vehicle towing another vehicle unless:
 - i. your vehicle tows another vehicle as a kind turn;
 - ii. the vehicle being towed is a trailer;
 - iii. the maximum acceptable weight of the towing vehicle does not exceed 3500 kilograms; or
 - iv. you have specifically notified us of the use of trailers.
- j. <u>you</u> or the <u>driver</u> being under the influence of or impaired by any drug or alcohol or had more than the legal limit of alcohol or a drug in their blood:
 - i. this exclusion will not apply if you were unaware the driver was affected by the above.
- k. you or the driver failing to supply blood or breath sample as required by the law;
- L. you or the <u>driver</u> failing to stop or remain at the scene following an accident as prescribed by law;
- m. legal costs to defend criminal charges, fines for breaches of road traffic rules and any punitive exemplary or aggravated damages which a court awards against <u>you</u> or the <u>driver</u>;
- n. personal injury:
 - i. this exclusion does not apply to an unregistered vehicle.
- o. loss of use or depreciation of your vehicle;
- p. any structural failure, wear and tear, rust or corrosion:
 - i. this exclusion will not apply if <u>you</u> did not knowingly drive <u>your vehicle</u> while aware of the increased risk of driving the <u>vehicle</u> in such condition; and
 - ii. we will not pay for the individual item or part that caused the loss or damage.
- q. <u>mechanical breakdown</u> or <u>mechanical defect</u>, electrical, electronic or hydraulic breakdown failure or breakage or faulty design or workmanship or defect:
 - i. this exclusion does not apply to the extent that <u>your farming equipment</u> is insured under Optional Insurance Mechanical Breakdown
- r. loss or damage to tyres of <u>your vehicle</u> caused by the application of brakes, punctures, bursts and road cuts;
- s. contractual or financial arrangements involving the vehicle;
- t. breakage of, loss or damage to the blades of farming equipment while in operation; or
- u. vibration or the weight of <u>your vehicle</u> and its load.
- v. Any loss or damage as a result of contaminated fuel unless caused by a malicious act.

CATEGORY FIVE LIABILITY



What you are insured for

One Star Cover



- 1. You are insured for your legal liability (including <u>public liability</u> and <u>product liability</u>) for a <u>claim</u> for compensation for <u>personal injury</u> or <u>property loss</u> if the <u>claim</u> is made against <u>you</u>:
 - a. in connection with the business activity noted on your "Certificate of Insurance"; or
 - b. as a private person.

but only when:

- a. the personal injury or property loss arises from an accidental event;
- b. the <u>claim</u> is first made against <u>you</u> during the <u>policy period</u>;
- c. the <u>claim</u> arises from an <u>event</u> occurring on or after the <u>commencement date</u> or any <u>retroactive date</u> noted on <u>your</u> "Certificate of Insurance", whichever is the earlier;
- d. the event occurred within Australia; and
- e. you notify us about the claim in writing during the policy period.
- 2. You are also insured for your legal liability for the claimant's legal costs and for legal costs that we incur on your behalf for the defence of any claim covered under this Category.
- 3. You are not insured if the claim is made, or is to enforce an order or judgment made, outside Australia.

Two Star Cover



In addition to the cover provided under One Star Cover:

- You are insured on the same terms as under One Star Cover (other than 1 (d)) if the <u>accidental event</u> giving rise to <u>your</u> liability occurred anywhere in the world, except in the United States of America or in Canada or in any of their respective territories, and the <u>claim</u> for compensation is made, and any proceedings brought, in Australia.
- 2. Notwithstanding Additional Exclusion 2 (m) in this Category, but subject to the same terms as under One Star Cover <u>you</u> are insured for <u>your</u> legal liability for a <u>claim</u> for compensation for <u>personal injury</u> or <u>property loss</u> that arises from <u>accidental pollution</u> but not for a <u>claim</u> that arises directly or indirectly from:
 - a. gradual pollution; or
 - b. pollution occurring outside Australia;

we will also pay reasonable <u>clean-up costs</u> arising from <u>accidental</u> <u>pollution</u>.

Three Star Cover



In addition to the cover provided under One and Two Star Cover:

For <u>your product liability</u> for <u>product</u> exported from Australia, <u>you</u> are also insured on the same terms as under One Star Cover (other than 1 (d) and 3) if the <u>event</u> occurred or the <u>claim</u> is brought against <u>you</u> anywhere in the world except in the United States of America or in Canada or in any of their respective territories or the <u>claim</u> is brought to enforce an order or judgment made in the United States of America or in Canada or in any of their respective territories.

Optional insurance

You are only insured for the following if it is specifically noted on your "Certificate of Insurance".

Items in your Custody, Care and Control

Notwithstanding Additional Exclusion 2 (p) in this Category, <u>you</u> are insured on the same terms as under One Star Cover against <u>your</u> legal liability for a <u>claim</u> for compensation for loss of property in <u>your</u> physical or legal control that <u>you</u> do not own, lease or rent and, in the case of <u>vehicles</u>, that <u>you</u> are not using. <u>We</u> will pay up to the amount of the Insured Sum for this item noted on <u>your</u> "Certificate of Insurance".

Product liability - United States of America and Canada (only available with Three Star Cover)

For <u>your product liability</u> for <u>product</u> exported from Australia, <u>you</u> are also insured if the <u>event</u> occurred or the <u>claim</u> is brought against <u>you</u> in the United States of America or in Canada or in any of their respective territories. <u>We</u> will pay up to the amount of the Insured Sum for this item noted on <u>your</u> "Certificate of Insurance".

Airstrip

Notwithstanding Additional Exclusion 2 (c) in this Category, <u>you</u> are insured on the same terms as under One Star Cover for <u>your</u> legal liability for a <u>claim</u> for compensation for <u>personal injury</u> or <u>property loss</u> that arises from an <u>accidental event</u> in connection with <u>your</u> ownership, maintenance, possession, operation, use or legal control of any <u>aircraft</u> landing area including any area on which <u>aircraft</u> take off, are housed, maintained or operated.

Labour hire

Notwithstanding Additional Exclusion 2 (i) and (j) in this Category, <u>you</u> are insured on the same terms as under One Star Cover for <u>your</u> legal liability for a <u>claim</u> for compensation for <u>personal injury</u> to a worker hired by or seconded to <u>you</u> but only if the worker is hired or seconded through a labour hire company that is a member of the Recruitment and Consulting Services Association Australia and New Zealand (RSCA).

The maximum amount that <u>we</u> will pay under this option in respect of all <u>claims</u> during any one <u>policy period</u> is limited to:

- 1. \$500,000 including claimant's legal costs; and
- 2. \$75,000 for legal costs that <u>we</u> incur on <u>your</u> behalf for the defence of any <u>claim</u> covered under this extension.

Each <u>claim</u> under this labour hire option will be subject to an excess of \$50,000.Legal defence costs are not subject to an excess.

Aerial spraying

Notwithstanding Additional Exclusion 2 (a) in this Category, <u>you</u> are insured on the same terms as under One Star Cover for <u>your</u> legal liability for a <u>claim</u> for <u>property loss</u> which arises out of any application of chemicals from an <u>aircraft</u> conducted by an aerial spray contractor who is a member of the Aerial Agricultural Association of Australia (AAAA) engaged by <u>you</u> and on <u>your</u> behalf, but only when:

- 1. The <u>aircraft</u> used is not owned or operated by <u>you</u>, <u>your employees</u> or in <u>your</u> physical or legal care, custody or control;
- 2. The chemicals are applied in connection with or support of <u>your agrarian activities</u> at a <u>risk address</u> noted on <u>your</u> "Certificate of Insurance" or as specifically noted on <u>your</u> "Certificate of Insurance";
- 3. You, your family member or your employees do not perform the aerial spraying of the chemicals; and
- 4. You do not own, operate or have any interest in the business of the aerial spray contractor.

Notwithstanding the Insured Sum noted on <u>your</u> "Certificate of Insurance" the maximum amount that <u>we</u> will pay under this aerial spraying option for all <u>claims</u> during any one <u>policy period</u> is:

- 1. \$100,000 including claimant's legal costs for damage to a cotton outdoor crop; and
- 2. \$75,000 for legal costs that <u>we</u> incur on <u>your</u> behalf for the defence of any <u>claim</u> covered under this aerial spraying option.

Each <u>outdoor crop</u> damage <u>claim</u> under this aerial spraying option will be subject to an <u>excess</u> of \$25,000. Legal defence costs are not subject to an excess.

Contract spraying

Notwithstanding Additional Exclusion 2 (v) in this Category, <u>you</u> are insured on the same terms as under One Star Cover for <u>your</u> legal liability for a <u>claim</u> for compensation for <u>personal injury</u> or <u>property loss</u> that arises from an <u>accidental event</u> in connection with <u>your</u> contract spraying activities (but not spraying from <u>aircraft</u>) provided that <u>you</u> have the appropriate licence(s) in place at the time of the <u>event</u>.

Each <u>outdoor crop</u> damage <u>claim</u> under this contract spraying option will be subject to an excess of \$25,000. Legal defence costs are not subject to an excess.

Additional benefits - One, Two and Three Star Cover







Note: Additional benefits form part of the Limit of Indemnity noted on your "Certificate of Insurance:

Claim mitigation costs

- 1. You are insured for your <u>reasonable costs</u> incurred with <u>our</u> prior written consent in order to prevent or minimise the risk of a <u>claim</u> which is or would be covered under this <u>policy</u>.
- 2. You are not insured for your loss of earnings, overheads, employee remuneration or management time.
- 3. We will pay up to \$50,000 for any one event.

First aid expenses

- 1. You are insured for <u>your reasonable costs</u> of providing first aid to, or arranging medical evacuation of, others who sustain <u>personal injury</u> while at the <u>risk address</u>.
- 2. You are not insured for <u>your</u> liability to pay medical expenses to a third party in respect of a medical professional service.
- 3. We will pay up to \$50,000 for this benefit, unless <u>you</u> obtain <u>our</u> prior approval to incur a greater expense.

Continuity of Cover

Notwithstanding Additional Exclusion 1 in this Category, <u>you</u> are insured for <u>your</u> legal liability for a <u>claim</u> for <u>personal injury</u> or <u>property loss</u> and for legal costs in accordance with the terms of this <u>policy</u> if the <u>claim</u> for which <u>you</u> seek indemnity is:

- 1. A <u>claim</u> that <u>you</u> knew about before this <u>policy</u> began, or that a reasonable person in <u>your</u> position would have known about before this <u>policy</u> began, or
- 2. If the <u>claim</u> arises out of an <u>event</u> that <u>you</u> or a reasonable person in <u>your</u> position would have thought before this <u>policy</u> began might result in a <u>claim</u> that may be covered by this <u>policy</u>, provided that:
 - a. there has been no fraudulent non-disclosure or misrepresentation by <u>you</u> in respect of the <u>claim</u> or event
 - b. you do not seek indemnity under more than one policy issued by us,
 - c. if the <u>claim</u> or <u>event</u> had been notified under the <u>policy</u> in force at the time of the <u>claim</u> or <u>event</u>, <u>you</u> would have been entitled to indemnity under that <u>policy</u>.

Run Off Cover

If <u>you</u> do not renew this <u>policy</u> or <u>you</u> do not enter into another <u>policy</u> with <u>us</u>, <u>we</u> will extend cover under this <u>policy</u> for <u>claims</u> for <u>personal injury</u> or <u>property loss</u> first made against <u>you</u> within a period of six years after the expiry of the <u>policy period</u> but only if the <u>event</u> giving rise to the <u>claim</u> occurred while <u>you</u> were insured with <u>us</u> and only on the terms and conditions of this <u>policy</u>.

What we will pay

- 1. For all <u>product liability claims</u> in any one <u>policy period</u>, <u>we</u> will pay up to the Limit of Indemnity noted on <u>your</u> "Certificate of Insurance" (including claimant's costs and defence costs).
- 2. For all other <u>claims</u>, <u>we</u> will pay up to the Limit of Indemnity noted on <u>your</u> "Certificate of Insurance" for any one <u>claim</u> or for a series of <u>claims</u> arising directly or indirectly from the same <u>event</u> (including claimant's costs and defence costs).

Additional conditions for liability cover

Claims made

 \underline{You} are only insured under this Category for \underline{claims} made against \underline{you} and notified to \underline{us} in writing during the \underline{policy} period.

Notification

- 1. You must immediately notify us of any claim and of any event likely to give rise to a claim.
- 2. If <u>you</u> do not notify <u>us</u> of a <u>claim</u> or <u>event</u> likely to give rise to a <u>claim</u> in the <u>policy period</u> in which it was made against <u>you</u>, <u>we</u> may deny <u>you</u> cover for that <u>claim</u>.

Defence and settlement

- 1. You must not, without <u>our</u> prior consent, admit liability for, negotiate, settle or incur any costs or expenses in connection with a <u>claim</u>.
- 2. <u>We</u> have the right to conduct the investigation, defence, avoidance, reduction or settlement of any <u>claim</u> and full discretion to do so. <u>We</u> have the right to appoint lawyers to act in the conduct of the <u>claim</u>.
- 3. <u>You</u> must, at <u>your</u> own cost, co-operate with <u>us</u> and give <u>us</u> and <u>our</u> representatives all information, documents and assistance that <u>we</u> reasonably require.

Cross liability

Where there is more than one entity or person insured each person or entity will be considered a separate insured person or entity. The terms will be applied as if a separate <u>policy</u> had been issued to each separate person or entity except that where a <u>claim</u> is made against more than one entity or person insured, this will not operate to increase the total amount payable by <u>us</u> under this <u>policy</u>.

Reinstatement of Limit of Indemnity

- 1. If the Limit of Indemnity noted on <u>your</u> "Certificate of Insurance" is exhausted by <u>claims</u> (other than <u>product liability claims</u>) which <u>we</u> have agreed to pay, <u>we</u> will automatically reinstate the Limit of Indemnity. No additional premium will be payable.
- 2. The reinstated Limit of Indemnity will not apply to a <u>claim</u> which <u>we</u> had agreed to pay before reinstatement nor to any other <u>claim</u> that is based upon, connected to or arises out of such a <u>claim</u>.
- 3. This reinstatement does not apply to product liability claims.

Additional exclusions for liability cover

What you are not insured for

- 1. You are not insured for your legal liability or legal costs if the claim for which you seek indemnity is:
 - a. a <u>claim</u> that <u>you</u> knew about before this <u>policy</u> began, or that a reasonable person in <u>your</u> position would have known about before this <u>policy</u> began, or
 - b. if the <u>claim</u> arises out of an <u>event</u> that <u>you</u> or a reasonable person in <u>your</u> position would have thought before this <u>policy</u> began might result in a <u>claim</u> that may be covered by this <u>policy</u>.
- 2. Unless otherwise expressly stated, <u>you</u> are not insured for <u>your</u> legal liability or legal costs for any <u>claim</u> that arises directly or indirectly from or in connection with:
 - substances being applied by an <u>aircraft</u> to the land and anything growing on the land;
 - b. an obligation assumed under a contract unless:
 - i. the liability would have attached in the absence of the contract; or
 - ii. the liability is imposed on <u>you</u> under a warranty of fitness or quality implied by law for <u>your</u> <u>products;</u> or
 - iii. specifically agreed by us in writing.
 - c. <u>your</u> ownership, maintenance, possession, operation, use or legal control of any <u>aircraft</u> landing area including any area on which <u>aircraft</u> take off, are housed, maintained or operated, unless the liability does not directly arise from such use;
 - i. this exclusion does not apply if the airstrip option is noted on <u>your</u> "Certificate of Insurance".;

- d. your ownership, maintenance, possession, operation, use or legal control of any:
 - i. aircraft;
 - ii. vehicle; or
 - iii. watercraft greater than eight metres in length;
- e. assault and battery committed by <u>you</u> or at <u>your</u> direction, unless reasonably necessary for the protection of people or property;
- f. liability imposed by any workers compensation law;
- g. any provision of any industrial award, agreement or determination or any contract of employment or workplace agreement where the liability would not have been imposed in the absence of the industrial award, agreement or determination or contract of employment or workplace agreement;
- h. the employment or prospective employment of any past, present or prospective employee;
- i. property loss to property:
 - i. which belongs to a member of <u>your</u> family; or
 - ii. which belongs to your employee if the loss or damage occurs in the course of their employment;
- j. personal injury to:
 - i. a member of your family;
 - ii. your employee, if the personal injury arises from, or in the course of, their employment; or
 - iii. <u>your</u> hired or seconded workers from a labour hire company unless the labour hire option is noted on <u>your</u> "Certificate of Insurance;
- k. any failure to perform obligations within any agreed time period, including but not limited to any delay or failure to deliver a <u>product</u> or perform work within an agreed time;
- l. the failure of <u>your products</u> or work performed by <u>you</u> or on <u>your</u> behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by <u>you</u>:
 - i. this exclusion does not apply to the loss of use of other tangible property resulting from <u>accidental</u> physical damage to or destruction of <u>your product</u> after such <u>product</u> has been put into use by any person or organisation other than <u>you</u>;
- m. the discharge, seepage, dispersal, release or escape of <u>pollution</u> and the cost of removing, nullifying, cleaning up, testing, monitoring, treating, neutralising or detoxification of <u>pollution</u>:
 - i. this exclusion does not apply to <u>accidental pollution</u> if <u>your</u> "Certificate of Insurance" shows <u>you</u> have Two or Three Star Cover;
- n. the removal, withdrawal, inspection, repair, reconditioning, <u>replacement</u> or loss of use of <u>your products</u> or any property of which such <u>products</u> form a part if they are withdrawn from the market or from use because of any known or suspected defect or deficiency in them;
- o. loss or damage to property which is owned, leased or rented by you;
- p. property in <u>your</u> physical or legal control unless <u>your</u> "Certificate of Insurance" shows <u>you</u> have Two or Three Star Cover in place.
- q. fines or penalties imposed by law or liquidated damages or punitive, exemplary, aggravated and/or any additional damages resulting from the multiplication of compensatory damages;
- r. the use or storage of guns or hunting without the appropriate licence or licences;
- s. <u>personal injury</u> caused by and/or arising from <u>your</u> sexual behaviour or behaviour with sexual overtones of any nature whatsoever;
- t. non-compliance with a commitment to administer pesticides or doing so too late;
- u. erecting, demolishing, altering or adding to a <u>building</u> or structure if the value of the erection, alteration or addition of the <u>building</u> or structure when finished or the <u>replacement value</u> of the <u>building</u> or structure before demolition will be more than \$50,000 if <u>you</u> have One Star Cover, \$250,000 if <u>you</u> have Two Star Cover or \$1,000,000 if <u>you</u> have Three Star Cover;
- v. contract spraying activities:
 - i. this exclusion does not apply if the contract spraying option is noted on <u>your</u> "Certificate of Insurance";
- w. horse riding activities that are conducted for reward or payment and organising or running of any equine <u>events</u>.

Definitions

Accidental means sudden, unintended and unforeseen.

<u>Additional increase in cost of working</u> means the additional expenditure necessarily and reasonably incurred for the purpose of avoiding or diminishing a reduction in <u>turnover</u> and/or resuming and/or maintaining normal business operations and/or services.

<u>Agistment cost</u> mean costs that \underline{you} incur to remove $\underline{livestock}$ to an agistment property and return them to the \underline{risk} address and to purchase fodder and hand feed $\underline{livestock}$ at the \underline{risk} address if $\underline{livestock}$ are not agisted.

<u>Agistment income</u> means the income <u>you</u> would have received by continuing to provide pasture or stubble feed to existing agisted <u>livestock</u> of others under an agistment agreement made before the damage or loss.

<u>Agrarian activity</u> means any activity directly related to the production or processing of <u>indoor crop</u>, <u>outdoor crop</u> dairy <u>products</u>, poultry, or <u>livestock</u> for initial commercial sale or as a principal means of personal subsistence.

<u>Aircraft</u> means any airplane, spacecraft, model airplane, sail plane, target air plane, glider, hang glider, cable plane, airship, model rocket, drone and balloon that has a diameter of over one metre when it is completely filled.

Amendment date means the start date of any change to the policy taken out by you with us.

<u>Animal disease</u> means a disease or period of sickness affecting the body or mind of <u>cattle</u> caused by something other than an accident aging or wear and tear.

<u>Appliances and devices</u> means electrical and mechanical machinery, boilers and pressure vessels including electronic and other integral parts of the insured machinery with an original purchase price exceeding \$750. <u>Appliances and devices</u> does not mean or include portable computers, mobile phones, satellite phones or GPS-devices.

<u>Auxiliary products</u> are non-sustainable <u>products</u> which are needed for growing <u>indoor crop</u> and which from the first day of cultivation are directly related to the <u>indoor crop</u> or are used from the first day of cultivation, or <u>products</u> which are sold or taken away with the <u>indoor crop</u> including:

- 1. Growing medium.
- 2. Staking equipment.
- 3. Pots.
- 4. Indoor crop protection products.
- 5. All comparable products according to nature and type.

<u>Boiler system</u> means the system for heat provision which is set up in a separate area at the <u>risk address</u>. This system consists of: boiler, smoke condenser, burner, gastrain, distribution piece, overpressure system, central CO2 dosing system, accompanying electrical system, control device, chimney, steam fittings, pipes and tarpaulin. The <u>boiler system</u> does not include: fuel tank, heat storage tank and stone chimney.

<u>Break in</u> means entering a <u>building</u> unlawfully by breaking locks and or windows in such a manner that visible damage remains.

<u>Building</u> means any structure enclosed within exterior walls or a roof, including foundations and basements, and including all attached apparatus, equipment, and fixtures that cannot be removed without cutting into ceiling, floors, or walls and shown as an item on <u>your</u> "Certificate of Insurance" and includes a <u>glasshouse</u> and a <u>greenhouse</u>. <u>Building</u> does not include property and terrain boundaries or grounds and areas.

<u>Bushfire</u> means a freely burning, uncontrolled and unplanned <u>fire</u> in woods or forest, mixtures of scrub, bush and grass, or plantation.

<u>Calamity</u> means an incident (excluding drought) in which multiple animals are lost or damaged due to the same cause and at the same or nearly the same time with a direct connection between the observed phenomena. All death or <u>necessary slaughter</u> within 12 months from the first death or <u>necessary slaughter</u> with a direct connection between the observed phenomena will be deemed to be one <u>calamity</u>.

Cattle means:

- 1. Beef cattle.
- 2. Bullocks.
- 3. Bulls.
- 4. Calves.
- 5. Milking cows.
- 6. Steers/oxen.

with the exception of stud stock.

<u>CHP-system</u> means a combined heat and power unit, which produces electricity and heat. The system consists of: engine, generator, gastrain, heat exchanger, accompanying measuring and regulating equipment, casing, chimney and other accessories and appurtenances for the functioning of the system. <u>CHP-system</u> does not include the security system and/or the <u>exhaust gas treatment system</u>.

<u>Claim</u> means a demand made by <u>you</u> upon <u>us</u> to pay <u>you</u> under the terms of <u>your policy</u> or a demand made either in writing or verbally to <u>you</u> from someone else for monetary damages arising out of an event.

Clean-up costs means the necessary costs of the removal, storage and/or disposal of debris.

Commencement date means the start date for the policy taken out by you with us.

Covering material means the translucid material with which a glasshouse or a greenhouse is covered.

<u>Cultivation plan</u> means the record per <u>indoor crop</u> of the surface area, the name of the <u>indoor crop</u> to be cultivated, the cultivation period, the Insured Sum, the desired coverage and the <u>risk address</u>. Consecutive cultivations on the same plot are recorded separately.

<u>Damage prevention</u> means costs that are directly related to preventing or limiting imminent danger of damage to insured property.

<u>Direct supplier</u> means any person, body or entity from which <u>you</u> directly obtain supplies of commodities, materials, components, goods or services other than utilities such as electricity, water, gas, telecommunications and sewerage services.

<u>Downpour</u> is an extremely large amount of precipitation in a very short period of time.

<u>Driver</u> means a person who drives and is in charge of a <u>vehicle</u> with consent from <u>you</u>.

<u>Electronic data</u> means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation of electronically controlled equipment and includes programmes, software and other coded instructions for electronically controlled equipment.

Embryo means fertilised eggs of an animal that have begun cell division.

<u>Emergency</u> means an <u>accidental</u> situation where <u>you</u> need to act immediately and where, in case of failure to act immediately, significant loss or damage may occur.

<u>Employee</u> means any person whose work or service is directed and controlled by <u>you</u> under a contract of service or apprenticeship or contract for service with <u>you</u> and will include a worker hired by or seconded to <u>you</u>.

<u>Enclosure value</u> for a <u>glasshouse</u> or a <u>greenhouse</u> is noted on <u>your</u> "Certificate of Insurance", and is the agreed amount per square metre for:

- 1. Glass, synthetic sheets or synthetic foil based on the price for the material.
- 2. The costs for clean-up and transporting glass, synthetic sheets or synthetic foil.
- 3. The placement costs and materials.

<u>Essential records</u> means <u>your</u> records that require reconstruction for <u>your</u> business or the household to continue to function. It does not include papers, documents or photographs that have only historical or sentimental value.

<u>Exhaust gas treatment system</u> means the system connected to or forming part of the <u>CHP-system</u>, which cleans gases from the <u>CHP-system</u>, so that it can be used for CO2-fertilisation of <u>indoor crop</u>. The system consists of: treatment system and urea stock, including electrical cabling, measuring, regulating and security equipment, clamps and other accessories for the functioning of the system.

<u>Event</u> means a single loss or damage and/or bodily injury, or a series of losses or damages and/or bodily injuries which have the same proximate cause. All loss or damage resulting from earthquake, volcanic eruption, subterranean <u>fire</u>, <u>flood</u>, <u>storm</u> or <u>tropical cyclone</u> occurring during each period of 72 consecutive hours will be considered one <u>event</u>.

<u>Explosion</u> means the release of mechanical or chemical energy in a sudden and often violent manner with the generation of high temperature and usually with the release of gases.

<u>Farming equipment</u> means any self-propelled, trailered, or mounted farm implement used for <u>agrarian activities</u> and noted as an <u>insured item</u> on <u>your</u> "Certificate of Insurance". It also includes the standard attached tools or implements supplied by the manufacturer, accessories and spare parts.

<u>Fertigation unit</u> means a computer controlled dosing system for administering fertilisers to <u>nutrient</u> <u>solution</u> for the cultivation of <u>indoor crop</u>. This also means mixing solutions of various compositions in order to bring the amount of nutrients in the <u>nutrient solution</u> up to the desired level. Dosing systems include stocks of fertiliser containers, pumps, pipes and connected measuring and regulation equipment needed to administer fertilisers. <u>Fertigation unit</u> does not mean equipment for decontamination, application of <u>indoor crop</u> protection <u>products</u> or cleaning the <u>watering system</u>.

<u>Fire</u> means <u>fire</u> outside a fireplace or caused by burning, accompanied with flames and that is capable of growing on its own account. <u>Fire</u> does not include scorching, singeing, melting, charring, brewing, burning out of electrical equipment and engines, overheating, burning out, breaking of ovens and boilers.

<u>Flood</u> means the covering of normally dry land by water that has escaped or been released from the normal confines of any lake, river, creek, other natural water course whether or not altered or modified or any reservoir, canal or dam.

<u>Freezing</u> means to change from a liquid to a solid state by loss of heat due to the ambient air temperature dropping below zero degrees Celsius.

<u>Functional interior</u> means all non-portable machinery and equipment that is situated in or at the <u>building</u> for the execution of <u>agrarian activities</u>. Stand-alone computer equipment and software are not part of the <u>functional interior</u>. The Insured Sum for the <u>functional interior</u> is included in the Insured Sum for the <u>building</u> on <u>your</u> "Certificate of Insurance". The <u>functional interior</u> can temporarily be located in one of the other <u>buildings</u> at the <u>risk address</u>.

<u>Genetically Modified Organism</u> (GMO) means <u>organisms</u> which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

<u>Glasshouse</u> means a structure of which the facades and cover mainly consist of translucent glass material. A <u>glasshouse</u> consists of the <u>glasshouse</u> construction and the <u>functional interior</u>, unless otherwise noted on <u>your</u> "Certificate of Insurance".

<u>Glasshouse construction</u> means scaffold poles, beams, raking props, purlins, glass bars, cogs, vent-opening mechanisms, air-vents, insect mesh, roof sprinklers, electricity mains, concrete paths, condensation channels, rainwater drainage systems to the ditch and the <u>water storage</u> area or the connection to the sewer system. Unless otherwise noted on <u>your</u> "Certificate of Insurance", the foundations as well as the piles are also part of the <u>glasshouse construction</u>.

<u>Gradual</u> means advancing or progressing by regular or continuous degrees and is not sudden.

<u>Greenhouse</u> means a structure of which the facades and roof mainly consist of translucent materials other than glass. A <u>greenhouse</u> consists of the <u>greenhouse construction</u> and the <u>functional interior</u>, unless otherwise noted on <u>your</u> "Certificate of Insurance".

<u>Greenhouse construction</u> means scaffold poles, beams, raking props, purlins, glass bars, cogs, vent-opening mechanisms, air-vents, insect mesh, roof sprinklers, electricity mains, concrete paths,

condensation channels, and rainwater drainage systems to the ditch, the <u>water storage</u> area or the connection to the sewer system. Unless otherwise noted on <u>your</u> "Certificate of Insurance", the foundations as well as the piles are also part of the <u>greenhouse construction</u>.

<u>Gross profit</u> means the income yielded from <u>your</u> business or farm before tax, reduced by those expenses that are proportionally increased or decreased with the production and/or <u>turnover</u> of the business or farm.

Hail means precipitation in the form of balls of ice.

<u>Home garden</u> means a garden in the immediate vicinity of the <u>house</u> that mainly consists of flowers and plants for ornamental purposes. It may also contain a small vegetable plot for domestic use only.

<u>House</u> means a <u>building</u> used as a private domestic residence and includes those <u>you</u> rent to others for use as a private domestic residence that are noted as an <u>insured item</u> on <u>your</u> "Certificate of Insurance". This also includes fittings and fixtures that are permanently attached to the <u>house</u> and carpets and other floor coverings fixed to the floor.

<u>Household effects</u> means all movable goods belonging to the private household of <u>you</u> and <u>your</u> family and also includes blinds and antennas and tools for the performance of the paid profession that is noted on <u>your</u> "Certificate of Insurance", if any. <u>Household effects</u> do not include:

- 1. Money.
- 2. <u>Vehicles</u>, but <u>household effects</u> do include mopeds, lawn-mowers, <u>trailers</u>, caravans and boats where the <u>market value</u> is less than \$2,000.
- 3. Software used for business purposes.
- 4. Valuable items unless specified on your "Certificate of Insurance"

<u>Implosion</u> means a violent collapse inward caused by a greater pressure outside an object than inside the object.

<u>Improper use</u> means inexpert or erroneous operation and/or repairment performed by <u>you</u>, <u>your</u> <u>employees</u> or other parties.

Increase in cost of working means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in <u>turnover</u> which, but for that expenditure, would have taken place during the <u>indemnity period</u> in consequence of the <u>insured loss</u>, but not exceeding the sum produced by applying the <u>rate of gross profit</u> to the amount of the reduction thereby avoided, less any sum saved during the <u>indemnity period</u> in respect of charges and expenses of the business payable out of <u>gross profit</u> that may cease or be reduced in consequence of the <u>insured loss</u>.

<u>Indemnity period</u> means the period beginning with the <u>event</u> which caused the <u>insured loss</u> and ending not later than the number of months noted on <u>your</u> "Certificate of Insurance".

<u>Indemnity value</u> means the value which would have applied immediately prior to the loss or damage occurring, taking into account depreciation and wear and tear.

Indoor crop means vegetables, fruit, flowers, horticulture or arboriculture <u>products</u> that are cultivated in <u>glasshouses</u> or <u>greenhouses</u>. It also means plant material, annual planting material, <u>perennial planting material</u> which is sold with the end <u>product</u> and the <u>auxiliary products</u> which are cultivated at the <u>risk address</u>. <u>Perennial planting material</u> which is not sold with the end <u>product</u> is only part of <u>indoor crop</u> if it is noted separately on <u>your</u> "Certificate of Insurance". <u>Perennial planting material</u> which is not sold with the end <u>product</u> is only part of <u>indoor crop</u> if it is noted separately on <u>your</u> "Certificate of Insurance".

<u>Insured loss</u> means loss or damage covered under <u>your policy</u> for which <u>we</u> have agreed to provide indemnity.

<u>Insured item</u> means the items described on <u>your</u> "Certificate of Insurance" with the usually included parts, accessories and tools.

<u>Inventory</u> means <u>household effects</u> and everything that serves the function of <u>your agrarian activities</u> and is shown as an item on <u>your</u> "Certificate of Insurance" but does not include:

- 1. Money.
- 2. Vehicles (except if included in household effects).
- 3. Software, administrative, accounting and technical information.
- 4. Buildings.
- 5. Indoor crop.

<u>Jewellery</u> means any item that has been made to be worn on the body and that, partly or completely, consists of precious metal, stones, mineral, ivory, coral or other such substances.

<u>Lighting system</u> means a system which is used for the artificial lighting of <u>indoor crop</u> including automated <u>lighting systems</u> or a process computer and fittings, including lamps, electrical cabling and electrical distribution boxes.

<u>Lightning strike</u> is where there is loss or damage caused by an abrupt, discontinuous natural electric discharge in the atmosphere. The following also apply:

- 1. The connection between the <u>lightning strike</u> and the damage is plausible.
- 2. There is visible evidence of the <u>lightning strike</u> at or in the immediate vicinity of the <u>risk address</u>.

In case of loss or damage to electrical or electronic equipment, the following requirements apply in addition to the existence of a plausible connection between the <u>lightning strike</u> and the damage:

- 1. The electrical or electronic equipment was located in or at a <u>building</u> at the time of the <u>lightning strike</u>.
- 2. Tracks of a direct impact are found in or at this <u>building</u> after the <u>lightning strike</u>, or these tracks are found in or on another <u>building</u> at the same <u>risk address</u> as the <u>building</u> where the electrical or electronic equipment was located, provided this other <u>building</u> is not more than one kilometre away from the <u>building</u> in which the damage occurred.

In case of damage to, or failure in electrical or electronic equipment and if this equipment was located outside a <u>building</u> during impact, the tracks of direct impact need to be discovered on the electrical or electronic equipment.

Livestock means any of the following animals noted as an insured item on your "Certificate of Insurance":

- 1. Alpacas.
- 2. Camels
- 3. Cattle.
- 4. Crocodiles.
- Dogs.
- 6. Emus
- 7. Fish.
- 8. Fur producing animals.
- 9. Goats.
- 10. Horses.
- 11. Kangaroos.
- 12. Llamas.
- 13. Park animals.
- 14. Pigs.
- 15. Poultry.
- 16. Rabbits.
- 17. Sheep.

<u>Machinery breakdown</u> means loss involving the breaking, deforming or seizing of any part of the <u>appliances and devices</u> necessitating repair or <u>replacement</u> to resume normal operation.

<u>Malicious damage</u> means the deliberate and intentional act of a person who is not <u>you</u> which causes loss or damage.

Market value means the price at which an asset would trade in a competitive market.

<u>Mechanical breakdown</u> means loss or damage involving the breaking, deforming or seizing of any part of an engine or electrical or mechanical components from a cause other than a <u>mechanical defect</u>.

<u>Mechanical defect</u> means loss involving the breaking, deforming or seizing of any part of the engine or electrical or mechanical components of <u>farming equipment</u> due to a shortcoming, fault, or imperfection.

<u>Money</u> means current coin, bank notes, currency notes, securities, cheques, credit card sales and/or discount vouchers, gift cards, postal orders, money orders, travellers' cheques, and other negotiable

instruments, unused postage and revenue stamps and including the value of stamps contained in franking machines.

Motor vehicle means any type of road registered machine on wheels or tracks that is propelled by its own power.

Nature means the perils of flood, earthquake, tsunami, subterranean fire or volcanic eruption.

<u>Necessary slaughter</u> means the killing of an animal that is in immediate mortal danger and whose life cannot be saved or on advice of a veterinarian.

<u>Neighbourly assistance</u> means assisting someone as a good Samaritan in <u>your</u> local area with an <u>agrarian activity</u> for no reward. <u>We</u> will still consider an activity as <u>neighbourly assistance</u> as opposed to contracting if the annual <u>turnover</u> of these activities amounts to no more than \$20,000.

<u>New value</u> means the amount to obtain a new <u>vehicle</u> of the same type, make, model and quality from the factory, dealership or other <u>vehicle</u> retailer.

Nutrient solution means water enriched with nutrients.

<u>Organism</u> means any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, microorganisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds.

Outdoor crop means crop other than indoor crop.

<u>Passenger</u> means everyone who is not driving the <u>vehicle</u> and sits in a seat of the <u>vehicle</u> intended for the transport of people.

<u>Perennial planting material</u> means planting material which is not sold with the <u>indoor crop</u> but used for more than one year for production.

Personal injury means the following:

- 1. Bodily injury (including death and illness), disability, fright, shock, mental anguish or mental injury.
- 2. False arrest, wrongful detention, false imprisonment or malicious prosecution.
- 3. Defamation.
- 4. Assault and battery which is not committed by <u>you</u> or at <u>your</u> direction unless it occurs to prevent or eliminate danger to any person or property.

<u>Personal property</u> means items that are worn or carried such as clothing. It does not include <u>money</u> or goods connected with any trade, business or occupation.

<u>Policy</u> means this "PDS", <u>your</u> "Certificate of Insurance", <u>your</u> "Proposal Form" <u>your</u> "Quotation" and <u>your</u> "Acceptance Form".

<u>Policy period</u> means the period of time from the <u>commencement date</u> noted on <u>your</u> "Certificate of Insurance" to the expiry date also noted on <u>your</u> "Certificate of Insurance". When cover is changed or a new <u>insured item</u> is added to <u>your policy</u>, the <u>policy period</u> for the changed cover means the period of time from the <u>amendment date</u> noted on <u>your</u> new "Certificate of Insurance" to the expiry date also noted on <u>your</u> new "Certificate of Insurance" except for cover for the perils of <u>storm</u>, <u>tropical cyclone</u>, <u>hail</u>, <u>bushfire</u> and <u>flood</u>, where cover will commence 48 hours after the <u>amendment date</u> unless <u>we</u> have specifically agreed otherwise.

<u>Pollution</u> means damage or loss arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, atmosphere or any water course or body of water. This includes any effects or by-products of above ground or subterranean mining.

<u>Product</u> means anything, including any packaging or container after it ceases to be in <u>your</u> possession or control, deemed to be, or, manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by <u>you</u>.

Product liability means legal liability for property loss or personal injury arising out of your products.

Property loss means physical damage to or destruction of tangible property.

<u>Public liability</u> means legal liability for <u>property loss</u> or <u>personal injury</u> that does not arise out of <u>your</u> products.

<u>Rate of gross profit</u> means the amount earned on <u>turnover</u> during the financial year immediately before the date of the insured loss.

<u>Reasonable costs</u> mean the amount and nature of the costs that are consistent with what a reasonable person would incur in the conduct of the same business in the same or similar circumstances. Under the Category One – Building and Category Two – Inventory, this means the cost of repairing or rebuilding less any discount available to <u>us</u> were <u>we</u> to repair, rebuild or replace the <u>building</u> or <u>inventory</u>.

<u>Reconstruction costs</u> mean all costs relating to the necessary reconstruction of <u>essential records</u>. These include, among other things, wages and office expenses.

<u>Replacement</u> means rebuilding or in the case of property other than a <u>building</u>, the <u>replacement</u> of similar property. In either case in a condition equal to, but not better or more extensive than, its condition when new.

Replacement value is the reinstatement value, reduced by a deduction for wear and tear and/or overdue maintenance and for <u>functional interior</u> and synthetic sheets, also reduced by a deduction due to aging.

Retroactive date means the date <u>we</u> first provided liability cover and is noted on <u>your</u> "Certificate of Insurance".

<u>Risk address</u> means the individual parcel or contiguous parcels of land noted on <u>your</u> "Certificate of Insurance" for any insured item.

<u>Salvage value</u> means the estimated value as scrap that a <u>building</u> will realise upon its sale at the end of its useful life.

<u>Screen system</u> means the system, including screen, electrical connections and regulating equipment in a <u>glasshouse</u> or a <u>greenhouse</u> or a commercial <u>building</u>, which will be used to protect <u>indoor crop</u> with the objective of obscuring, saving energy, awning or climate regulation.

<u>Semen</u> means any fluid of a male animal which contains spermatozoa in suspension and which is to be used for the artificial insemination of breeding stock.

Standard turnover means the <u>turnover</u> during 12 months immediately before the date of the <u>insured loss</u> which corresponds with the <u>indemnity period</u>. Adjustments shall be made to provide for the trend of the business and for variations in the business or other circumstances affecting <u>your</u> business either before or after the loss or damage or which would have affected <u>your</u> business had the damage not occurred. The figures adjusted shall represent as near as reasonably practicable the results which but for the <u>insured loss</u>, would have been obtained during the same period of time.

<u>Stock products</u> means harvested <u>indoor crop</u>, <u>outdoor crop</u>, seeds, raw materials, auxiliary materials, tools, produce from <u>livestock</u> (other than the young animals) and packing materials in <u>your buildings</u> for the benefit of <u>your</u> business.

<u>Storm</u> means violent wind including tornadoes, thunderstorms, hailstorms which may be accompanied by snow or rain, but not <u>tropical cyclones</u>.

<u>Stud stock</u> means any of the following animals older than six months retained for breeding and noted as an <u>insured item</u> on <u>your</u> "Certificate of Insurance":

- 1. Bulls not older than seven years.
- 2. Cows not older than seven years.
- 3. Ewes not older than four years.
- 4. Rams not older than four years.

Tenant's interest means:

- Under Category One Buildings this means the interest that <u>you</u> have as tenant or leaseholder in improvements, provisions or expansions to the <u>building</u> that have been made for <u>you</u> and which <u>you</u> own.
- 2. Under Category Two Inventory for <u>household effects</u>, this is improvements made by <u>you</u> to or at the <u>house you</u> inhabit, as well as repair or <u>replacement</u> of wallpaper, painting or whitewashing.
- 3. Apparatus supplied by utility companies.
- 4. Systems for <u>water supply</u> or storage, central heating and air-conditioning and the connected <u>appliances and devices</u>, insofar as these systems and <u>appliances and devices</u> belong to the <u>house</u>.

<u>Terrorism</u> means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

- 1. Involves violence against one or more persons.
- 2. Involves damage to property.
- 3. Endangers life other than that of the person committing the action.
- 4. Creates a risk to health or safety of the public or a section of the public.
- 5. Is designed to interfere with or to disrupt an electronic system.

<u>Theft</u> means where a person intentionally and fraudulently takes property of another without permission or consent and with the intent to convert it for their use.

Total loss means:

- 1. When the cost of repairs exceeds the indemnity value of the insured item.
- 2. The complete loss or destruction of the insured item.
- 3. For a <u>vehicle</u> it also means after 30 days has passed from the date of the <u>theft</u> and <u>you</u> still do not have the <u>vehicle</u> back in <u>your</u> possession.

<u>Total premium</u> means the premium <u>we</u> charge for the <u>policy period</u> including any applicable federal, state or territory levies and taxes.

<u>Trailer</u> means:

- 1. For <u>farming equipment</u> a wagon or tool connected to a piece of <u>farming equipment</u>; or
- 2. For motor vehicles a camper, caravan, or tool, irrespective of the number of wheels and only if this is connected to a <u>vehicle</u>.

<u>Transit</u> means the transportation of items from one place to another. <u>Transit</u> includes the loading and unloading of the means of transport.

<u>Tropical cyclone</u> means a non-frontal low pressure system of synoptic scale developing over warm waters having organised convection and a maximum wind speed of 34 knots or greater extending more than halfway around near the centre and persisting for at least six hours.

<u>Turnover</u> means the amount paid or payable to <u>you</u> for goods sold and delivered and for services rendered in the course of <u>your</u> business or farm. It includes, as applicable, financial incentives or concessions granted to <u>you</u> by any federal, state or territory government department in recognition of specific performance in the development of market opportunities or employment of disadvantaged persons.

<u>Unregistered vehicle</u> means any <u>vehicle</u> that would require registration if used on a public road that is not registered because it is not used on public roads and that is not used for reward.

<u>Valuable items</u> include <u>jewellery</u> exceeding \$5,000, gold or silver objects, watches, photographic/video equipment, hearing aids, works of art, musical instruments, pictures, paintings, curios or collections of any kind.

<u>Vehicle</u> means any <u>motor vehicle</u>, <u>unregistered vehicle</u>, <u>farming equipment</u> or <u>trailer</u> shown as an item on <u>your</u> "Certificate of Insurance".

Vehicle glass means all vehicle windows, windscreens and sunroofs made of glass.

<u>Water storage</u> means a silo, tank or an artificially constructed basin with waterproof membrane, including the pipes leading to and from it, for storing water needed to cultivate <u>indoor crop</u>. It does not include fertiliser containers.

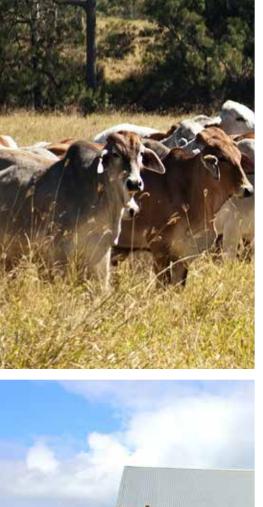
<u>Water supply</u> means the supply of water from an external water supplier or communal <u>water storage</u> to the risk address, which is not at the risk address.

<u>Watering system</u> means the system providing water for the cultivation of <u>indoor crop</u>, consisting of pumps, pipes, taps, sprinklers, drippers and connected measuring and regulating equipment. <u>Watering system</u> does not include the recirculation system or equipment for decontamination, application of <u>indoor crop</u> protection products, cleaning the <u>watering system</u> or the <u>fertigation unit</u>.

<u>We/our/us</u> is referring to Achmea Australia which is an Australian Financial Services Licensee AFSL No. 433984. This is the business name of Achmea Schadeverzekeringen NV (ABN 86 158 237 702).

<u>You/your</u> means the person or persons noted on <u>your</u> "Certificate of Insurance" as the insured. <u>You</u> can also be a company, partnership or other legal entity. The definition also includes the following for the Categories below:

- 1. Category Four Vehicles:
 - a. the owner, the possessor, the keeper, the manager, and the <u>passenger</u> of the <u>vehicle</u>;
 - b. the person who has commissioned the execution of the paid activities in the rural sector, where the activities are executed with a piece of <u>farming equipment</u>; and
 - c. the person, not the <u>driver</u>, who operates the piece of <u>farming equipment</u> or a piece of <u>farming equipment</u> connected to this or built on this with consent from an authorised person.
- 2. Category Five Liability as a private person:
 - a. your spouse or defacto;
 - b. the people who live with you as a family;
 - c. your/their minors, including your/their foster children and stepchildren;
 - d. <u>your</u>/their adult unmarried children, including <u>your</u>/their adult foster children and stepchildren who live with <u>you</u>/them or who do not live at home whilst studying;
 - e. <u>your</u>/their grandparents, parents, in-laws, unmarried blood relatives and relations who live with <u>you</u>/them;
 - f. your/their guests; and
 - g. <u>your</u>/their domestic <u>employees</u>, insofar as the liability is related to their activities for the benefit of you.
- 3. Category Five Liability in connection with the business activity noted on <u>your</u> "Certificate of Insurance":
 - a. <u>your employees</u> if and insofar as <u>you</u> are also liable for the business activity noted on <u>your</u> "Certificate of Insurance":
 - b. <u>your</u> household members and family members, if and insofar as they perform activities for <u>you</u> that fall within the business activities noted on <u>your</u> "Certificate of Insurance";
 - c. volunteers, work experience students or other unpaid workers; and
 - d. the board, commissioners, partners and the employee associations, social and sporting clubs, the superannuation fund and other governing bodies of you, if and insofar as they perform activities for you that fall within the business activity noted on you "Certificate of Insurance".























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