



# All-in-One Farm Pack

Supplementary Product Disclosure Statement (SPDS)

Date of preparation: 1 May 2023

# Supplementary Product Disclosure Statement

This **Supplementary Product Disclosure Statement (SPDS)** is dated 1 May 2023 and will apply to all policies inceptioned, or with a renewal offered, on or after this date.

This SPDS supplements the Product Disclosure Statement dated 20 September 2021 (PDS).

It is important to review this SPDS and the PDS together with your **Certificate of Insurance**, to understand the amended terms and conditions.

## Amendments to PDS

This SPDS amends sections in Category 4.4 Vehicles of the PDS. The following table identifies the sections of Category 4.4 of the PDS that are amended by this SPDS.

## CATEGORY FOUR VEHICLES

### 4.4 What we will pay

Page No.	Section heading	SPDS Amendment
52	If your vehicle is a centre pivot or lateral moving irrigator	<p>Paragraph b) is deleted in its entirety and replaced with the following:</p> <p>b) the <b>insured loss</b> to <b>your</b> centre pivot or lateral moving irrigator is repairable, <b>we</b> will pay the lesser of:</p> <ol style="list-style-type: none"><li>The amount it would cost <b>you</b> to have <b>your</b> centre pivot or lateral moving irrigator repaired (<b>we</b> will determine this cost by reference to relevant information including quotes from repairers that <b>you</b> are able to access); or</li><li>The <b>market value</b> of <b>your</b> centre pivot or lateral moving irrigator, or</li><li>The insured sum shown on the <b>Certificate of Insurance</b>,</li></ol> <p>provided that:</p> <ul style="list-style-type: none"><li>It was operational, in working order and well maintained at the time of the loss; and</li><li><b>You</b> can prove that the irrigator was well maintained by providing <b>us</b> with the maintenance log for the irrigator.</li></ul>
52	If your vehicle is a centre pivot or lateral moving irrigator	<p>Paragraph c) is deleted in its entirety and replaced with the following:</p> <p>c) the <b>insured loss</b> to your centre pivot or lateral moving irrigator is a <b>total loss</b>, we will pay the lesser of</p> <ol style="list-style-type: none"><li>The <b>market value</b> of your centre pivot or lateral moving irrigator; or</li><li>The insured sum shown on the <b>Certificate of Insurance</b>,</li></ol> <p>provided that:</p> <ul style="list-style-type: none"><li>It was operational, in working order and well maintained at the time of the loss; and</li><li><b>You</b> can prove that the irrigator was well maintained by providing <b>us</b> with the maintenance log for the irrigator.</li></ul>

## Supplementary Product Disclosure Statement

Page No.	Section heading	SPDS Amendment
52	<b>If your vehicle is repairable</b>	<p>This entire section is deleted and replaced with the following:</p> <p>a) If your vehicle is not a <b>total loss</b>, we will pay the lesser of:</p> <ol style="list-style-type: none"> <li>i. The amount it would cost you to have your vehicle repaired (we will determine this cost by reference to relevant information including quotes from repairers that you are able to access); or</li> <li>ii. The <b>market value</b> of your vehicle; or</li> <li>iii. The insured sum shown on the <b>Certificate of Insurance</b>.</li> </ol> <p>b) For damage to parts that are subject to wear and tear, a deduction will be made to take into account depreciation.</p> <p>c) We will not pay more than the <b>market value</b> or insured sum shown on the <b>Certificate of Insurance</b> (whichever is the lesser) for any one claim, unless there are costs which we have indicated are payable in addition to the <b>market value</b> or insured sum shown on the <b>Certificate of Insurance</b>.</p>
52	<b>If your farming equipment is a total loss</b>	<p>Sub-paragraph iii. of paragraph a) is deleted and replaced with the following:</p> <ol style="list-style-type: none"> <li>iii. The market value of your farming equipment or the insured sum shown on the <b>Certificate of Insurance</b>, whichever is the lesser, in all other cases.</li> </ol>
53	<b>If your motor vehicle or trailer is a total loss</b>	<p>Sub-paragraph iii. of paragraph a) is deleted and replaced with the following:</p> <ol style="list-style-type: none"> <li>iii. In all other cases: <ul style="list-style-type: none"> <li>• In respect to your motor vehicle, the <b>market value</b> of your motor vehicle.</li> <li>• In respect to your trailer, the <b>market value</b> of your trailer or insured sum shown on the <b>Certificate of Insurance</b> (whichever is the lesser).</li> </ul> </li> </ol>
53	<b>If any other vehicle type is a total loss</b>	<p>This entire section is deleted and replaced with the following:</p> <p>a) If your vehicle (other than farming equipment, motor vehicle or trailer) is a total loss, we will pay the <b>market value</b> of your vehicle or the insured sum shown on the <b>Certificate of Insurance</b>, whichever is the lesser.</p>

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Supplementary Product Disclosure Statement (SPDS) issued by Achmea Australia. Achmea Australia is the Australian branch of Achmea Schadeverzekeringen N.V., ABN 86 158 237 702, AFSL No. 433984

The information in this document is general advice only and does not take into account your individual objectives, financial situation or needs (your personal circumstances). This means any advice may not be appropriate for your circumstances. Before using this information to decide whether to purchase the insurance policy, you will need to consider the appropriateness of any general information or advice we give you and how it relates to your specific situation to ensure the insurance cover meets your needs and the relevant Product Disclosure Statement and Target Market Determination (TMD) available from the 'Downloads' section of our website [achmea.com.au/downloads](http://achmea.com.au/downloads). For feedback and complaints, visit [achmea.com.au/complaints](http://achmea.com.au/complaints). To view Achmea Australia's privacy statement, visit [achmea.com.au/privacy](http://achmea.com.au/privacy).



# All-in-One Farm Pack

## Product Disclosure Statement (PDS)

Date of preparation: 20 September 2021



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# IMPORTANT INFORMATION

## 1 About Achmea Australia

Achmea Australia (Achmea) is the Australian branch of Achmea Schadeverzekeringen N.V., ABN 86 158 237 702, AFSL No. 433984. For more than two centuries, **we** have helped farmers protect their livelihoods. **We** are committed to protecting and enhancing agricultural communities.

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## 2 The purpose of this Product Disclosure Statement

A **Product Disclosure Statement (PDS)** is a document which outlines the covers, conditions and exclusions of an insurance **policy**. In this **PDS** there are words with a specific meaning. **We** have made these words bold. The meaning of these words for the purpose of this **PDS** are set out in the chapter: Definitions at the end of this **PDS**.

In order for **you** to understand the features and benefits of **your policy**, **you** need to carefully read:

- this **PDS**;
- **your Certificate of Insurance** that contains specific details relevant to **your policy**;
- any other documents that **we** may provide to **you**, including but not limited to clauses and endorsements to **your policy** and **Supplementary Product Disclosure Statements**.

This **PDS** has been designed to help **you** make an informed choice about **your** insurance requirements. If **you** are uncertain of any aspect, please do not hesitate to contact **us** at 1800 724 214 or info@achmea.com.au.

**We** only insure **you** for those categories and items requested by **you** and which are specified in **your certificate of insurance**.

### STEP 1

**You** identify which categories of insurance are required.



### STEP 2

**You** decide on what level of cover is required for each item to be insured. **We** offer three levels of cover, providing maximum flexibility for **you**.



### STEP 3

For each item **you** determine what level of excess is appropriate. **You** can lower **your** premiums by opting for a higher excess.



### 3 General advice warning

We will give **you** factual information about the insurance **we** issue to assist **you** in deciding whether the **product** is suitable to **you**. We will typically provide **you** with general advice. General advice does not take into account **your** specific personal objectives, financial situation or needs. Where **we** provide **you** with general advice, **you** should consider the appropriateness of any information or advice **we** give **you**, having regard to **your** specific personal objectives, financial situation or needs. **You** should also refer to the **policy** documentation **we** give **you** (including this **PDS**) before deciding whether to purchase the insurance.

### 4 Your responsibilities

#### a) Duty of disclosure

Before **you** enter into an insurance contract (that is not a **consumer insurance contract**), **you** have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) to tell **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms. **You** have this duty until **we** agree to insure **you**. **You** also have this duty when **you** renew, extend or vary an insurance contract with **us**. **You** do not need to tell **us** anything that:

- i. reduces the risk **we** insure **you** for;
- ii. is common knowledge; or
- iii. **we** know or ought to know as an insurer.

If **you** do not comply with the Duty of Disclosure, **we** may reduce the **claim** amount or cancel the **policy** (or **both**). If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a **claim** and treat the **policy** as if it never existed.

#### b) Underinsurance

**You** need to ensure that the insured sum or the limit of indemnity for each **insured item** is appropriate for **your** needs. An underinsurance or average clause applies to; Category One - **Buildings**, Category Two - **Inventory** and Category Three - Business Interruption of this **PDS**.

#### c) Claims made

Under Category Five - Liability **we** offer a **claims** made and notified cover. This means **you** are required to tell **us** of any **event** that has occurred prior to the **commencement date** of the **policy** that may give rise to a **claim**. Refer to section 5.5 on page 61 for further information on claims made and notified cover.

#### d) Liability

This **policy** does not provide cover for legal liability under Category One – **Buildings** or Category Two - **Inventory**. If selected, Category Five – **Liability** covers **your** legal liability when **you** are found to be legally responsible for damage or **personal injury** to a third party or their property and is limited to liability that arises from an **accidental** event. As noted in paragraph c) above, Category Five – **Liability** is a claims made and notified cover.

### 5 Cooling off period

There is a 21-day cooling off period. If **you** are not satisfied with **your policy**, **you** can cancel it in writing within 21 days of the **commencement date** and receive a full refund. This will not apply if **you** make a **claim** within the 21-day period.

### 6 Feedback and complaints

**We** take any complaint made about **our products** or services seriously and deal with it in a fair, transparent and timely manner with no charge to **you**. If unresolved after talking to **us**, **your** complaint will be deemed a dispute and entered into **our** Internal Dispute Resolution (IDR) System. It will be reviewed by a designated IDR Officer of Achmea with the appropriate experience, knowledge and authority to provide **you** an outcome within 15 business days.

To lodge a Complaint **you** can write, phone or email **us** at:

IDR Officer

Achmea Australia

PO Box H359

Australia Square NSW 1215

1800 724 214

complaints@achmea.com.au

www.achmea.com.au

If **you** are still dissatisfied or the complaint remains unresolved after 45 days, **you** can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides consumers and small businesses with a fair, free and independent dispute resolution service for financial complaints.

AFCA contact details are as follows:

Australian Financial Complaints Authority Limited

GPO Box 3

Melbourne VIC 3001

1800 931 678

info@afca.org.au

www.afca.org.au

If **your** complaint is related to a privacy issue, please refer it to the Office of the Australian Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au) or contact by emailing [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au).

## 7 Privacy

Protecting **your** privacy and **your** personal information is important to **us**. **We** collect information to decide whether to insure **you**. **You** may choose not to provide **us** with **your** personal information. However, **you** do not provide this information, **we** may not be able to insure **you** or pay **your claim**.

Any personal information **you** give **us** will be treated in accordance with the Privacy Act 1988 (Cth).

**We** may disclose **your** personal information to third parties as necessary to assist **us** in providing services to **you**. Those third parties include related companies within the Achmea Group and associated companies of Achmea. Some of the third parties may be overseas, most likely in the Netherlands.

**Our** privacy statement contains more information about how **we** manage personal information and how **you** can access and correct **your** personal information. **You** may access a copy of **our** privacy statement from the download section of **our** website [www.achmea.com.au](http://www.achmea.com.au).

If **you** give **us** personal information about other people, **we** rely on **you** to tell them that **you** will provide their information to **us** and of the information in this notice. **We** may also use the information for **our** business purposes as reasonably necessary.

# PREMIUM CONDITIONS

## 1 The cost of the policy

- a) **Your Certificate of Insurance** will show the premium payable for **your policy**, including any applicable taxes and government charges (such as GST, stamp duty and the emergency/fire services levy).
- b) **Your** premium is calculated based on a number of factors including, but not limited to:
  - i. Which Category, level of cover and excess **you** have selected
  - ii. The total insured sum
  - iii. Any optional covers **you** have chosen
  - iv. Where **your** farm is located
  - v. The nature of **your** agricultural activity
  - vi. The location, construction, age, condition and use of any property

## 2 Premium payment

**You** can pay **your** premium either annually or via half yearly, quarterly or monthly instalments. These options are described below:

- a) Annually

If **you** have elected to pay **your premium** annually, a 2% discount to **your base premium** will apply.

**We will** give **you** a tax invoice prior to the due date. **You** must pay the **total annual premium** by the due date. **You** can pay **your total annual premium** by BPAY® or direct debit.

- b) Half yearly, Quarterly or Monthly

If **you** have elected to pay **your premium** in half yearly, quarterly or monthly instalments, no discount will be applied to **your base premium**.

- i. Should **you** opt to pay **your premium** half yearly or quarterly, **you** can pay by BPAY® or direct debit.
- ii. Should **you** opt to pay **your premium** monthly, **you** can only pay by direct debit.

**We will** give **you** a tax invoice prior to the due date. Any payment must be paid by the due date. If **you** do not pay any instalment by the due date, **we** can do one or more of the following:

- i. deduct any outstanding amount from any **claims** that **we** may pay **you**;
- ii. refuse to pay **your claim** if **you** are paying by monthly instalments and a payment remains unpaid for a period of 14 days or more; or
- iii. cancel **your policy**.

## 3 Goods and Services Tax (GST)

- a) 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.
- b) 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.
- c) The insured sum or any amounts indicated in this **policy** are inclusive of GST.

# GENERAL CONDITIONS

These conditions apply to all Categories of cover.

## 1 Your policy period

- a) The **commencement date** and the expiry date of **your policy** are shown on **your Certificate of Insurance**. To prevent people taking out insurance with **us** when specific **events** are predicted, cover will start 48 hours after the **commencement date** as noted on **your Certificate of Insurance** for losses caused by the following perils:
- i. **Storm;**
  - ii. **Tropical cyclone;**
  - iii. **Bushfire;**
  - iv. **Flood;**
  - v. **Hail.**
- This 48-hour waiting period will also apply to losses caused by these perils when **you** amend **your policy** by increasing cover or adding a new **insured item**.
- b) For all other insured perils cover will start on the **commencement date** as noted on the **Certificate of Insurance**.
- c) The 48-hour waiting period does not apply to renewals, or if this **policy** commences directly after another insurance **policy** covering the same **insured items** expires, without a break in cover.
- d) The 48-hour waiting period does not apply for existing insureds for a new **risk address** or **vehicle**, where:
- i. **You** have entered into a contract of sale to purchase a new **risk address**; or
  - ii. **You** have entered into a contract to lease a **risk address**; or
  - iii. **You** are replacing a **vehicle** currently insured by **us**.

## 2 Policy cancellation

This **policy** may be cancelled by:

- a) **you**, at any time, by notifying **us** in writing. **We** will keep or collect the premium for the period during which the **policy** has been in force.
- b) **Us**, on any grounds set out in the Insurance Contracts Act 1984, by giving **you** notice in writing. Cancellation takes place at the time **you** enter into another contract of insurance intended to replace this **policy**, or at 4.00pm on the 3rd day after delivery of the notice to **you**, whichever is earlier. **We** will refund the premium paid for the unexpired term of this **policy**.

If **you** have cover for hay noted on **your Certificate of Insurance** and **you** cancel the **policy**, reduce or remove the cover for hay outside the cooling-off period, there will be no refund in premium for reduction or removal of this cover.

## 3 Excess structure

- a) The excess is the first part of any **claim** which **you** must pay. Different excesses may apply in different circumstances, such as if the loss or damage is caused by a **nature** peril. There is an excess for each **insured item**, so more than one may apply. The amount of the excess or excesses is the amount shown for each **insured item** on **your Certificate of Insurance** unless a higher amount is specified in this **PDS**. **We** will only accept a **claim** where the amount being claimed is greater than the excess applicable to the item damaged.

- b) If one **event** has led to **insured losses** to multiple **insured items**, then a Category excess cap applies to each Category. This cap will be noted on **your Certificate of Insurance** and will apply when the sum of the item excesses payable under a Category is greater than the Category excess cap for the Category. An **insured loss** must be greater than the item excess applicable to the item damaged to be considered under the Category excess cap.
- c) The Category excess cap does not apply to **livestock** items where the excess is a percentage of the insured sum noted on **your Certificate of Insurance** for that item.
- d) If an **event** has led to **insured losses** for multiple Categories, then the total excess amount **you** must pay for those losses is limited to the **policy** excess cap per **event** when noted on **your Certificate of Insurance**. An **insured loss** must be greater than the item excess applicable to the item damaged to be considered under the **Policy** excess cap.
- e) If an **event** has led to **insured losses** for multiple Categories then the total excess amount **you** must pay for those losses is limited to the **policy** excess cap per **event** noted on **your Certificate of Insurance**.

#### Excess structure example

For example, **your event** cap for each Category is \$5,000 and **you** suffer a **fire** that causes damage to the following items:

<b>Building 1</b>	Damage \$10,000	item excess \$1,000
<b>Building 2</b>	Damage \$2,000	item excess \$2,500
<b>Inventory 1</b>	Damage \$5,000	item excess \$2,500
<b>Inventory 2</b>	Damage \$5,000	item excess \$2,500
<b>Inventory 3</b>	Damage \$5,000	item excess \$2,500
<b>Inventory 4</b>	Damage \$5,000	item excess \$2,500
<b>Livestock (type 1)</b>	Insured Sum and Damage \$80,000	item excess 5% of insured sum
<b>Livestock (type 2)</b>	Insured Sum and Damage \$40,000	item excess 5% of insured sum
<b>Vehicle 1</b>	Damage \$10,000	item excess \$1,000

**You** will need to pay the excess for Building 1 - \$1,000.

**Building 2** would not be considered a valid **claim** as the damage amount does not meet the excess applicable.

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

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

**You** will need to pay the excess for **vehicle 1** - \$1,000.

The total excess for this **event** is \$13,000.

## 4 Care and protection

**You** must take precautions to prevent **personal injury** or **property loss**. This includes protecting and maintaining the property insured, preventing damage or injury to others or their property, minimising the cost of any **claim** under this **policy** and complying with all statutory obligations, laws and regulations. Failure to do so may result in **us** not paying **your claim** under the **policy** or reducing the amount that **we** will pay.

## 5 Alteration to risk

**You** must disclose to **us** immediately:

- a) Any change in circumstances which increases the risk insured by **us**. For example, **you** should tell **us** if **you** change **your** operating procedures or of any change to **your** business, occupation or activities; or
- b) If **you** modify an **insured item** or the way **you** use an **insured item**. For example, **you** should tell **us** if **you** add an extension to **your building**; or
- c) If **you** no longer have any interest in any of **your** insured property.

If **you** fail to notify **us** of any of the above, **we** may, at **our** discretion and subject to any legal requirements, change the premium and/or terms of cover, refuse to pay all or part of a **claim** and/or cancel **your policy**.

## 6 Security systems and firefighting equipment

- a) **You** must ensure security equipment, alarm systems and reporting systems are switched on and are tested regularly, at least once a month; and
- b) **You** must ensure that alarm signals are immediately received by someone who responds immediately and expertly, or who immediately calls in someone who responds immediately and expertly; and
- c) **You** must ensure **firefighting** equipment is in working order, regularly maintained and serviced in line with the manufacturer's guidelines.

## 7 Inspections

**You** must give **us** the opportunity to inspect the insured property, conduct reviews and provide **us** with any information that **we** request.

## 8 Other insurance

**You** must inform **us** immediately of any insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, the insurance provided under this **policy**.

## 9 Loss insured under more than one Category cover

If an **insured loss** is covered by two or more Categories or covers in this **PDS**, **we** will pay for the loss or damage under whichever Category or cover that has the highest insured sum or limit of indemnity.

## 10 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 **your Certificate of Insurance**.

## 11 Notices

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

Any notice **we** ask from **you** can be in writing or by electronic means.

## 12 Total loss

Where **we** have agreed that **you** have suffered a **total loss** to an item from an insured **event** and **we** pay the full insured sum noted on **your Certificate of Insurance** for **your insured item**. Any outstanding premium payments will be deducted from the amount otherwise payable as the full sum insured. Cover ends upon the date of the **event** which caused the **total loss**.

## 13 Automatic reinstatement

Other than in the case of a **total loss**, after **we** have paid **you** for loss or damage, **we** will automatically reinstate the insured sum or limit of indemnity to the amount noted on **your 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 **claim** based upon, arising out of or connected to a **claim** 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 **personal injury** or **property loss** arising from **product liability**.

## 14 Your business

**We** only provide cover under **your policy** for the business, occupation or activity that **you** advise **us** of on **your** proposal form and which **we** agree to insure **you** for.

The business activity or activities for which **we** provide cover will be noted on **your Certificate of Insurance**.

## 15 Governing law and jurisdiction

**Your policy** is governed by the Insurance Contracts Act 1984. This **policy** and any person's rights pursuant to this **policy** will be read subject to this Act as it applies at the time of any **claim** or exercise of any right pursuant to this **policy**.

Any dispute arising out of or under **your policy** will be subject to determination by any court of competent jurisdiction within the Commonwealth of Australia.

# GENERAL CLAIMS CONDITIONS

These General **claims** conditions apply to all Categories of cover.

## 1 What you must do in the event of a loss

When a **loss** happens, **you** must notify us, and:

- a) Report the **claim** to **us** as soon as practically possible;
- b) On request, provide **us** with a written and signed statement describing how the **event** arose and the extent of the loss or damage that has resulted from the **event**;
- c) Cooperate with **us** by ensuring **you** provide all information to **us** or to the specialist appointed by **us**. This may include (but is not limited to); documents, such as receipts, maintenance records of executed test of **your** systems or valuations which may be necessary to adequately assess the **claim**;
- d) Not do anything that can lead to an acknowledgement of liability;
- e) Notify the police immediately in the **event** of stolen insured property;
- f) In case of theft, transfer rights in, to or of the stolen **insured item** to **us** if **we** request this; and
- g) In case of the death of **stud stock** from any cause other than an accident, arrange a postmortem examination by a qualified veterinarian.

## 2 Damage assessment

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

## 3 Compensation of other parties

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

## 4 Waiver of subrogation rights

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

## 5 Our rights to recover

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

## 6 Payment of a claim

- a) If **we** arrange for a repairer or builder to repair, rebuild or replace **insured items**:
  - i. **We** will make progress payments for amounts as may be agreed upon with **you**, the repairer or builder, and **our** appointed experts. Any such payment will be deducted from the amount finally determined upon adjustment of the **claim**; and
  - ii. The outstanding balance will be paid to the repairer or builder when the repairs have been completed.
- b) If the **claim** is for theft of a **vehicle** that is not recovered, payment will be made after 30 days from the loss and if the **vehicle** is recovered, ownership of the **vehicle** will transfer to **us**.

## 7 Financial claims scheme

**You** may be entitled to payment under the Financial Claims Scheme (FCS) in the **event** that **we** become insolvent. Access to FCS is subject to eligibility criteria. Information about FCS can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

## GENERAL EXCLUSIONS

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

### 1 What you are not insured for

**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) non-compliance by **you** or anyone acting on behalf of **you** with **your** permission, with the necessary permits issued by federal, state or territory government, public or local authorities regulations including any destinations to where **your product** is distributed, sold or consumed;
- c) any aquaculture activities (including but not limited to fish farms or fish farming);
- d) any underground infrastructure unless explicitly listed on **your Certificate of Insurance**;
- e) the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
- f) the mining, use, storage, handling or transportation of radioactive materials;
- g) mining or mine exploration activities;
- h) the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
- i) any other operation or process that uses nuclear fission, fusion or radioactive materials;
- j) any **product** that contains or uses nuclear fission, fusion or radioactive materials;
- k) any act of **terrorism** as well as any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **terrorism**;
- l) where an insured property is lawfully repossessed, confiscated or seized, detained, nationalised, requisitioned by a federal, state or territory government or volunteer body;
- m) asbestos;
- n) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **electronic data**;
- o) damage caused by testing or any experimental activities;
- p) error in creating, amending, entering, deleting or using **electronic data**;
- q) any poor workmanship or quality of work;
- r) damage or liability caused directly or indirectly by blasting or the storage, handling, transport or use of explosives;
- s) total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all regardless of any other contributing cause or **event** 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;
- t) wear and tear arising from depreciation, fading, scratching, gradual deterioration or developing flaws;
- u) any deliberate, criminal or dishonest acts by **you** or anyone acting with **your** knowledge or consent;
- v) any unlawful activity carried out in **your building** with **your** knowledge or consent;

- w) **Genetically Modified Organism (GMO)**, such as, but not limited to:
  - i. **claims** attributable to the genetic instability, inadequate characterisation or performance of GMOs, blending or contamination **claims**; or
  - ii. loss or damage resulting from the unintentional, non-agreed or improper blending or mixing of GMOs with other **organisms** or **products**, or their pollination by GMOs, pure financial and/or economic **claims**, environmental impairment, ecological damage, or damage to biodiversity;
- x) **contaminated feed**;
- y) Infectious diseases identified by the Biosecurity Act 2015 (Cth) or other equivalent state, territory or federal legislation; or
- z) Transmissible Spongiform Encephalopathy (TSE), including but not limited to Bovine Spongiform Encephalopathy (BSE or mad cow disease), new variants of Creutzfeldt-Jakob Disease, Enzootic Bovine Leucosis (EBL), Foot and Mouth Disease, Footrot, Scrapie, Anthrax, Anaplasmosis, Babesiosis, Johne's Disease, Pleuro Pneumonia, Ovine Brucellosis, Swine fever, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adenovirus, Hepatitis, Parvo Virus and Distemper, Caprine Arthritis Encephalitis or 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.
- aa) Underground wiring or irrigation unless noted on **your Certificate of Insurance**.



## CATEGORY ONE: BUILDINGS

### 1.1 What you are insured for

#### ★ One Star Cover

You are insured for **accidental** loss or damage to **your building** during the **policy period** caused by or arising from the following insured perils:

- a) **Fire**, and **fire** extinguishing;
- b) Theft or attempted theft of materials and items that belong to **your building** or to the **functional interior** 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) **Storm** or **tropical cyclone**:
  - i. You are not insured for **storm** or **tropical cyclone** damage if **your building** is open on three or more sides; and
  - ii. You are not insured for **storm** or **tropical cyclone** during external construction or renovation that involves the roof being fully or partially removed. This exclusion does not apply if **you** can show the loss or damage was not caused by or contributed by the external construction or renovation related activities.

#### ★★ Two Star Cover

In addition to the cover provided under One Star Cover, **you** are insured for **accidental** loss or damage to **your building** during the **policy period** caused by or arising from the following insured perils:

- a) Theft or attempted theft of materials and items that belong to **your building** or to the **functional interior**;
- b) **Malicious damage**;
- c) **Accidental** outflow or overflow of oil from a heating system or pipes or tanks connected to the heating system, which belongs to **your building**; and,
- d) **Storm** or **tropical cyclone** while external construction or renovation is taking place to **your building** 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:

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

### ★★★ Three Star Cover

In addition to the cover provided under One Star and Two Star Cover, **you** are insured for **accidental** loss or damage to **your building** during the **policy period** caused by or arising from the following insured perils:

- a) Impact damage;
- b) Water (rain, snow, **hail** or ice) that has penetrated in through via roofs, windows or doors or as a result of overflow or leakage of roofs, gutters or above ground drainpipes; and
- c) **Freezing** of liquids but only for **accidental** loss or damage to the **functional interior**.
- d) Oil which has suddenly and unexpectedly flowed out of a heating system which belongs to the **building**, 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) **Accidental** loss or damage to **your building** otherwise not excluded.

#### Machinery Breakdown

**You** are insured for **machinery breakdown** to the **functional interior** bolted to **your** insured **building**:

- a) Provided the machinery is operational and in working order or is being cleaned, inspected, repaired, refurbished or moved temporarily.
- b) **You** are not insured for the defective part that was the cause of the **machinery breakdown**.
- c) When the **insured item** is a pump and older than 5 years, **we** will consider wear, tear and depreciation at a rate of 20% per year.
  - i. Except when **your** pump is older than 5 years, and **you** can provide evidence that the pump has been renovated or overhauled within 5 year prior to the loss.
- d) The maximum **we** will pay for removal and installation of submersible pumps or well casings is \$2,000 in addition to the **insured loss** of that submersible pump for any one **event**.

When a **claim** has been accepted for **machinery breakdown** **we** will pay for repairs and associated freight up to the value of the item that is broken down. **We** will calculate that value in accordance with **your** selected settlement method (**Guarantee against Underinsurance, reinstatement value** or **indemnity value**) as noted on **your Certificate of Insurance**.

#### Additional cover for glasshouses and greenhouses

In addition to the above, **you** are insured for **accidental** loss or damage to **your glasshouse** or **greenhouse** during the **policy period** caused by or arising from the following insured perils:

- a) The **accidental** escape of nutrient solution and/or water from the **water storage** noted on **your Certificate of Insurance** caused by or arising from a defect in the **water storage**. **You** are not insured for loss or damage to the **water storage**;
- b) The **accidental** escape of nutrient solution and/or water from the **water storage** noted on **your Certificate of Insurance**, at the **risk address** caused by or arising from wear and tear, corrosion or oxidation. For water silos of seven years or older, **you** 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 **us** in the **event** of a **claim** 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 **glasshouse** or the **greenhouse**:
- i. Loss or damage to the **functional interior** of a **glasshouse** or a **greenhouse** caused by **freezing** of liquids, but only if the **glasshouse** or the **greenhouse** could not be heated as a result of an **accidental** technical defect in the **boiler system** or the **CHP-system** 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 **glasshouse** or the **greenhouse**; the repair of systems, pipes other equipment;
- d) **You** 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 **glasshouse** or the **greenhouse** or the **building** via the drainpipes, sanitary fittings, drainage systems or other equipment.
- e) **You** are insured for **machinery breakdown** to the **functional interior** of **your glasshouse** or **greenhouse** other than the **boiler system** and **CHP-system** as long as it was operational and in working order or is being cleaned, inspected, repaired, refurbished or moved temporarily:
- i. **You** are not insured for the part that was the cause of the **machinery breakdown**.
  - ii. **You** are not insured for damage to the **boiler system**:
    - 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;
    - If the **boiler system** was not under permanent monitoring during steaming.
  - iii. **You** are not insured for the damage to the **CHP-system**:
    - If **you** cannot present maintenance records with regard to the **CHP-system**, in which the following is included - working hours, inspections, engine and engine oil checks and the maintenance carried out, unless this data can be demonstrated otherwise;
    - Caused by insufficient or lack of maintenance of the **CHP-system**, including in any case:
      - The non-timely replacing or topping up of engine oil according to the instructions of the supplier or manufacturer;
      - Non-timely **replacement** of parts by an authorised supplier authorised by **you** as indicated by the engine and engine oil checks; and
      - Non-timely execution by an authorised supplier of the servicing prescribed by the supplier or manufacturer where the supplier has been authorised by **you** to undertake the servicing;
    - Consisting of the costs of normal maintenance, such as replacing fuses, shear pins, chains and other parts subject to wear and tear;
    - Which can be recovered from third parties subject to supply contract, maintenance contract or another contract.
- f) **You** are also not insured for the damage to the catalyser of the **exhaust gas treatment system**.

## 1.2 Additional benefits

The following additional benefits apply to Category One **Buildings**.

### Additional benefits - One, Two and Three Star Cover

Note: the following additional benefits are paid in addition to the insured sum.

#### Clean-up costs

- a) **You** are insured for **clean-up** costs following an **insured loss**.
- b) **We** will pay up to 10% of the insured sum of **your building** for which the **clean-up** costs were for. **Clean-up** costs exceeding this amount need to be presented to **us** in writing for approval. **We** may pay more for the **clean-up** costs associated with the removal of asbestos.
- c) Where it is noted on **your Certificate of Insurance** that **Guarantee against Underinsurance** applies to a **building**, **we** will pay the **clean-up** costs up to 10% of the **insured loss** for **your building**. **Clean-up** costs exceeding this amount need to be presented to **us** in writing for approval. **We** may pay more for the clean up costs associated with the removal of asbestos.
- d) For a **glasshouse you** are not insured for **clean-up** costs:
  - i. For levelling, transporting or cleaning soil mixed with glass or for the purchase and application of clean soil; and
  - ii. To make water free of glass unless the **clean-up** costs are related to a **water storage** noted on **your Certificate of Insurance**.
- e) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Government obligated alterations

- a) Following an **insured loss** to **your building**, **we** will pay the extra expenses for any necessary improvements, alterations, contingency provisions and safety measures for the benefit of that **building** that **you** are required to carry out to comply with the **building** regulations or laws of a federal, state or territory government or statutory body.
- b) **We** will pay up to 10% of the **insured loss** of the **building** per **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Emergency repairs

- a) **You** are insured for emergency repairs to **your building** during the **policy period**.
- b) **We** will pay up to \$1,000 for any one **event**. Emergency repair costs exceeding this amount need to be presented to **us** in writing for approval.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Damage prevention

- a) **You** are insured for necessary costs incurred during the **policy period** for **damage prevention** to **your building**.
- b) **We** will pay up to 5% of the insured sum of **your building** for which the **damage prevention** is for, for any one **event**.
- c) Where it is noted on **your Certificate of Insurance** that **Guarantee against Underinsurance** applies to a **building**, **we** will pay up to \$10,000 for **damage prevention**. **Damage prevention** costs exceeding this amount need to be presented to **us** in writing for approval.
- d) No excess is applicable when **you** make a **claim** under this additional benefit.

### Claim preparation costs

- a) **You** are insured for professional fees and other expenses, for preparation of **your building claims**.
- b) **We** will pay up to 5% of the **insured loss** of **your building** for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

### Reconstruction costs of essential records

- a) **You** are insured for the reconstruction costs of essential records that require reconstruction for **your** business or household to continue to function including among other things, wages and office expenses. It does not include papers, documents or photographs that have historical or sentimental value which are damaged as a result of an **insured loss** under this Category.
- b) **We** will pay up to 5% of the **insured loss** of **your building**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

### Property in your care

- a) If there is **accidental** loss or damage to an item belonging to someone else as a result of an **insured loss** to **your building** during the **policy period** and;
  - i. The item is part of the **building**, and
  - ii. **You** have a legal obligation to the owner for the loss, **we** will pay to repair or replace the item.
- b) **We** will pay up to 5% of the **insured loss** to **your building**, for all items in the aggregate.
- d) No excess is applicable when **you** make a **claim** under this additional benefit.

### Paving, garden fences and walls

- a) If there is **accidental** loss or damage to paving, internal garden walls and fences due to an insured **event** during the **policy period**, **we** will pay for repair or **replacement**.
- b) **We** will pay up to the lesser of \$50,000 or 5% of the insured sum of **your building** which the paving, internal garden walls and fences are associated with.
- e) No excess is applicable when **you** make a **claim** under this additional benefit.

### Additional benefits – Houses One, Two and Three Star Cover

Note: These additional benefits only apply to **houses**. They are payable as part of the insured sum, not in addition to the insured sum.

### Pipe bursts or leaks

- a) **You** are insured for **accidental** loss or damage to **your house** during the **policy period** caused by:
  - i. An unexpected outflow of liquid or steam from water pipes, sewer pipes, **appliances and devices** that are permanently connected to these pipes, or from plumbing, central heating, air-conditioning, aquariums or water beds; or pipes bursting as a result of **freezing** of liquids.
- b) If the **event** itself was not sudden yet was unintended and unforeseen **we** will pay for:
  - i. Repairs for damaged plumbing, **appliances and devices**; and
  - ii. Costs of 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.
- c) **We** will not pay for damage resulting from an escape of water from any shower, alcove or recess or due to any lack of maintenance.

If **you** have One or Two Star Cover, **we** will pay up to \$5,000 for any one **event**. If **you** have Three Star Cover **we** will pay up to the insured sum of the **house** or \$100,000 whichever is the lesser.

**You** need to immediately notify **us** at the time **you** detect the pipe burst or leak. Failure to do so may result in **us** not paying **your claim** under this **policy** or reducing the amount that **we** might otherwise have paid.

No excess is applicable when **you** make a **claim** under this additional benefit.

#### Home garden

- a) **You** are insured for **accidental** loss or damage to **your** home garden during the **policy period** that is in the immediate vicinity of the **house** and mainly consists of flowers and plants for ornamental purposes or a small domestic vegetable plot:
  - i. **you** are not insured for **accidental** loss or damage arising from **flood** or **storm** apart from the removal costs for items that have been deposited in the home garden by **flood** or **storm**.
- b) **We** will pay up to \$5,000 for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Temporary accommodation

- a) If **your house** cannot be fully or partly used as a result of an **insured loss**, **we** will pay for temporary accommodation until **your house** is rebuilt or restored:
  - i. **we** will pay up to 52 consecutive weeks of temporary accommodation up to a maximum of \$25,000 for any one **event**.
- b) If **your house** is not to be rebuilt or restored, **we** will pay up to 16 consecutive weeks of temporary accommodation up to a maximum of \$10,000, for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Mortgage discharge costs

- a) **We** will pay **your** legal costs to discharge **your** mortgage if an **insured loss** leads to a **total loss** of **your house**.
- b) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Malicious damage by tenants

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

## 1.3 What we will pay

What **we** will pay for **your building**

#### Guarantee against Underinsurance

- a) Where it is noted on **your Certificate of Insurance** that the **Guarantee against Underinsurance** cover applies to a **building**, if **we** can, **we** will arrange and pay for the repair or rebuild of **your building** to the same condition as when it was new, subject to conditions (c) and (d) below. **We** will determine whether **we** can repair or rebuild **your building** based on the relevant circumstances, including whether:
  - i. The materials needed to repair or rebuild **your building** are available;
  - ii. A suitably qualified repairer or builder is available; and
  - iii. It is safe to repair or rebuild **your building**.

If both repairing the damaged **building** or rebuilding it are available to **us**, **we** will decide whether to repair or rebuild based on what is more economical.

- b) If **we** cannot repair or rebuild **your building** to the same condition as when it was new, **we** will pay **you** the amount it would cost **you** to repair **your building** or rebuild **your building** to the same condition as when it was new, subject to conditions (c) and (d) below. **We** will determine this cost by reference to relevant information including quotes from suitably qualified repairers or builders that **you** are able to access;
- c) Where the **building** is heritage listed or the materials are no longer available **we** will appoint a third party expert to determine the most suitable equivalent, and those materials will be used to repair or rebuild **your building** or to determine the cost of a repair or rebuild;
- d) **We** will attempt to match the original material. If **we** are unable to match the material, **we** will appoint a third-party expert to determine the most suitable equivalent, and those materials will be used repair or rebuild **your building** or to determine the cost of a repair or rebuild;
- e) **We** will not pay to repair or replace any property that was not damaged as a result of the **Insured Loss**.

#### Reinstatement cover

- a) Where it is noted on **your Certificate of Insurance** that reinstatement cover applies to a **building**, if **we** can, **we** will arrange and pay for the repair or rebuild of **your building** to the same condition as when it was new up to the amount of the insured sum noted on **your Certificate of Insurance** and subject to conditions (c) and (d) below. **We** will determine whether **we** can repair or rebuild **your building** based on the relevant circumstances, including whether:
  - i. The materials needed to repair or rebuild **your building** are available;
  - ii. A suitably qualified repairer or builder is available;
  - iii. It is safe to repair or rebuild **your building**; and
  - iv. The cost of repair or rebuild is less than the insured sum noted on **your Certificate of Insurance**.

If both repairing the damaged **building** or rebuilding it are available to us, **we** will decide whether to repair or rebuild based on what is more economical;

- b) If **we** cannot repair or rebuild **your building** to the same condition as when it was new, **we** will pay **you** the amount it would cost **you** to repair **your building** or rebuild **your building** to the same condition as when it was new up to the amount of the insured sum noted on **your Certificate of Insurance** and subject to conditions (c) and (d) below. **We** will determine this cost by reference to relevant information including quotes from suitably qualified repairers or builders that **you** are able to access;
- c) The **building** is heritage listed or similar or the materials are no longer available **we** will appoint a third party expert to determine the most suitable equivalent, and those materials will be used to repair or rebuild **your building** or to determine the cost of a repair or rebuild;
- d) **We** will attempt to match the original material. If **we** are unable to match the material, **we** will appoint a third-party expert to determine the most suitable equivalent, and those materials will be used to repair or rebuild **your building** or to determine the cost of a repair or rebuild;
- e) **We** will not pay to repair or replace any property that was not damaged as a result of the **Insured Loss**.

#### Indemnity cover

- a) Where it is noted on **your Certificate of Insurance** that indemnity cover applies to a **building insured item**, if **we** can, **we** will, arrange and pay for repair or rebuild of **your building** to the same condition it was in immediately prior to the loss or damage up to the amount of the insured sum noted on **your Certificate of Insurance**. **We** will determine whether **we** can repair or rebuild **your building** based on the relevant circumstances including whether:
  - i. The materials needed to repair **your building** are available;
  - ii. A suitably qualified repairer or builder is available;
  - iii. It is safe to repair or rebuild **your building**;
  - iv. The cost of repair or rebuild is less than the insured sum noted on **your Certificate of Insurance**.

If both repairing the damaged **building** or rebuilding it are available to **us**, **we** will decide whether to repair or rebuild based on what is more economical;

- b) If **we** cannot repair or rebuild **your building** to the same condition it was in immediately prior to the loss or damage, **we** will pay **you** the amount it would cost **you** to repair **your building** or rebuild **your building** to the same condition as it was in immediately prior to the loss or damage up to the amount of the insured sum noted on **your Certificate of Insurance**. **We** will determine this cost by reference to relevant information including quotes from suitably qualified repairers or builders that **you** are able to access, and **we** will consider the cost of wear, tear and depreciation in **our** assessment of the **claim**.

#### If you do not wish to repair or rebuild

- a) If **we** have chosen to repair or rebuild **your damaged building** and **you** do not wish to repair or rebuild, **we** will pay **you** the lesser of:
- i. The amount it would cost to repair or rebuild **your building** to the same condition it was in immediately prior to the loss or damage up to the amount of the insured sum noted on **your Certificate of Insurance**, minus any amount for depreciation based on the age and condition of **your building**; or
  - ii. The value of **your building** immediately prior to the loss or damage up to the amount of the insured sum noted on **your Certificate of Insurance**, minus the **salvage value** or remaining value of **your building** immediately after the loss or damage occurred. **We** will appoint a third-party expert to provide this valuation.

#### Building awaiting demolition

- a) If the **insured loss** is for **your building** that was awaiting demolition, **we** will pay **you** the **salvage value** of **your building** up to the insured sum noted on **your Certificate of Insurance**.

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

- a) For loss or damage to glass or synthetic sheets:
- i. If the damage is repairable, **we** will either:
    - Arrange and pay for the repair of the glass or synthetic sheets. Additionally, to compensate **you** for the value reduction not eliminated by the repair, **we** will pay **you** an additional amount of 10% of the **enclosure value** noted on **your Certificate of Insurance** per damaged square metre; or
    - Arrange and pay for their **replacement**.
  - i. The maximum amount **we** will pay for the repair or **replacement** is the **enclosure value** noted on **your Certificate of Insurance** multiplied by the number of square metres of damaged glass or synthetic sheets;
  - ii. If the damage to glass or synthetic sheet is not repairable, or if they are completely lost, **we** will arrange and pay for the **replacement** of the glass or synthetic sheets. The maximum amount **we** will pay for the **replacement** is the **enclosure value** noted on **your Certificate of Insurance** multiplied by the number of square metres of lost or damaged glass or synthetic sheets;
  - iii. If **you** do not wish to repair or replace the lost or damaged glass or synthetic sheets, **we** will pay **you** 10% of the **enclosure value** noted on **your Certificate of Insurance**;
  - iv. For the purposes of conditions i. to iii. above, if less than 100 square metres of glass or synthetic sheets has been damaged, the **enclosure value** 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;

- v. Despite conditions i. to iv. above, **we** will pay the **indemnity value** of the glass or synthetic sheets where:
- There was significant wear and tear to the glass or synthetic sheet, or it was overdue for maintenance at the time of the loss or damage;
  - It is a synthetic sheet and there had been significant aging at the time of loss or damage; or
  - Before the **event** that caused the loss or damage to the **greenhouse** or **glasshouse**, the **greenhouse** or **glasshouse** was:
    - To be, or was scheduled to be, torn down or dispossessed;
    - Declared uninhabitable or unusable;
    - Vacant or unused for more than two months or partly or completely occupied by squatters; or
    - Listed, or was to be listed, for sale.
- b) For loss or damage to synthetic foil:
- i. If the loss or damage is limited to contamination of synthetic foil, **we** will pay the costs of cleaning of the 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;
  - ii. Otherwise, **we** will arrange and pay for of **replacement** of the lost synthetic foil. The maximum amount **we** will pay for the **replacement** is the **enclosure value** noted on **your Certificate of Insurance** multiplied by the number of square metres of lost synthetic foil, minus any amount attributable to wear and tear or aging;
  - iii. If **you** do not wish to repair or replace the lost or damaged synthetic foil, **we** will pay **you** the amount calculated by multiplying the number of square meters of lost or damaged synthetic foil by the **enclosure value** noted on **your Certificate of Insurance**, less any amount attributable to wear and tear or aging.

#### Depreciation of synthetic sheets of greenhouses

- a) The **insured loss** for lost or damaged synthetic sheets of a **greenhouse** 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 **you** can otherwise demonstrate the production date.

## 1.4 Additional conditions

The following additional conditions apply to Category One - **Buildings**.

#### Tenants interest

- a) If a **building** is not insured, but the **tenant's interests** are noted on **your Certificate of Insurance**, the cover applies to the **tenant's interests** only.

#### Underinsurance

- a) Where the insured sum noted on **your Certificate of Insurance** for **your building** is below 80% of the actual **reinstatement value** or **indemnity value** at the **commencement date**, **we** will reduce the amount **we** pay on **your claim** in proportion to the amount **you** have underinsured **your building** and 80% of the actual **reinstatement** - or **indemnity value**.
- b) **We** use **reinstatement value** or **indemnity value** depending on the value as it is noted on **your Certificate of Insurance**.

- c) This condition does not apply where it is noted on **your Certificate of Insurance** that the **Guarantee against Underinsurance** applies.

An example of underinsurance:

**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 partial loss of \$40,000. The maximum amount **we** will pay is  $\$40,000 \times (\$300,000 / \$400,000) = \$30,000$ .

#### Rebuilding on another site

- a) Rebuilding may be carried out on another site provided that **we** agree in writing prior to the rebuilding.
- b) **We** will not pay more than the amount that would have been payable if **replacement** was carried out at the original site.

#### Fixed wall, floor or ceiling coverings

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

#### Vacancy

- a) If **you** intend to leave **your house** unoccupied for more than 60 consecutive days **you** must obtain **our** agreement in writing to continue cover on **your house** and the **household effects** contained inside and outside of **your house**. The period of 60 consecutive days is calculated from the date when the **house** was last occupied. When **you** notify **us** of any such circumstances, **we** will advise **you** whether cover may be provided, and on what basis. It will be a requirement that **your** utilities (e.g. gas, water and electricity) remain turned off throughout the entire period that the **house** is unoccupied. If **you** do not notify **us**, **we** will only provide cover for **your house** and the **household effects** contained inside and outside of **your house** during the period that the **house** is vacant for **accidental** loss or damage arising from:
- i. Earthquake, volcanic eruption or **subterranean fire**;
  - ii. **Lightning strike**;
  - iii. **Storm or tropical cyclone**; or
  - iv. Impact by **aircraft**;

## 1.5 Additional exclusions

#### What you are not insured for

Unless otherwise noted on **your Certificate of Insurance**, **you** are not insured for any loss or damage to **your building** 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) Ultraviolet or intraviolet rays;
- d) Changes of atmosphere or other variations in temperature and evaporation;
- e) Tree roots;
- f) **Malicious damage** that is caused by **you** or anyone acting on **your** instructions;

- g) Soil movement, including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within 72 hours of an explosion, earthquake, tsunami, **subterranean fire**, volcanic eruption, **storm** or **tropical cyclone**;
- h) **Minor damage** not influencing functionality such as scratches, grazes or dents or other **minor damage** that does not influence the functionality of the **building**;
- i) The outflow of water or steam from filler hoses of heating or cooling systems and hoses;
- j) Moisture coming through the floor or wall including sealing seams that should be watertight;
- k) Water (being rain, snow, **hail** or ice) that has penetrated through open windows, doors, or shutters and vents except as otherwise provided under three star cover;
- l) Groundwater, except when it has penetrated through drains or connected **appliances and devices**;
- m) Gradual water or moisture damage;
- n) Moving, alterations, painting or decoration of conservatories, **greenhouses** or garden sheds that are not part of a **house**;
- o) Antennas, satellite dishes and weather stations being worked upon;
- p) Loss that is recoverable under the terms of a warranty, guarantee, maintenance, service or lease agreement;
- q) Deliberate application of heat leading to but not limited to scorching, melting or charring;
- r) Any loss that occurs as the result of a business being unable to operate due to damage to equipment or property arising from the initial **accidental** loss;
- s) Punitive, exemplary or aggravated damages awarded against **you** or fines and penalties imposed on **you**;
- 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 **pollution** and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of **pollution**;
  - i. This exclusion does not apply to **accidental pollution** if your **Certificate of Insurance** shows **you** have taken Three Star Cover.
- v) Wear, tear or gradual deterioration, wearing away or wasting of material by atmospheric conditions, rust, erosion, oxidation, existing faults, fitting of flow or pressure or any modifications or alterations of the **insured item**.
- w) Error or omission in design, plan or specification, or failure of design;
- x) Normal settling, seepage, shrinkage or expansion in **buildings** or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration; or
- y) Inherent vice, faulty materials or faulty workmanship.



## CATEGORY TWO INVENTORY

### 2.1 What you are insured for

#### ★ One Star Cover

You are insured for **accidental** loss or damage to **your inventory** or **indoor crop** during the **policy period** 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) **Storm** or **tropical cyclone**, but only if **your building** containing **your inventory** or **indoor crop** suffers an **insured loss** from the **storm** or **tropical cyclone** or the **inventory** is located outside a **building** at the **risk address** and is designed for long term use outside of a **building**:
  - i. You are not insured for **storm** or **tropical cyclone** damage to **your inventory** stored in a **building** that is open on three or more sides; and
  - ii. You are not insured for **storm** or **tropical cyclone** while external construction or renovation that involves the roof being fully or partially removed is taking place to **your building** containing **your inventory** or **indoor crop**:
    - this exclusion does not apply if **you** can show the damage was not caused by or contributed by the external construction or renovation.
- j) You are also insured for the costs of removing **covering material** from an **indoor crop** intended for market which is lost or damaged by an **event** covered under this One Star Cover.

#### Inventory transit

- a) You are insured for **accidental** loss or damage to **your inventory** (other than **household effects**, **livestock** or **stud stock**) during **transit** within Australia, including by sea to and from ports within Australia, during the **policy period**.
- b) You are not insured for:
  - i. Damage that arose during **transit** 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;
  - ii. 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;
  - iii. Damage that arose during **transit** in an airplane, coming in from countries other than Australia; or
  - iv. **Your livestock** being transported.
- c) We will pay up to \$15,000 for any one **event**.

### Livestock transit

- a) **You** are insured for **accidental** loss, damage or **necessary slaughter** of **your livestock**, other than **stud stock**, that arises during **transit** within Australia, including by sea to and from ports within Australia, during the **policy period**.
- b) **We** will pay up to 10% of the insured sum noted on **your Certificate of Insurance** for that particular **insured item** of **livestock** for any one **event**
- c) An excess of \$5000 applies.

### Student household effects

- a) **Cover** is extended to include **household effects** belonging to **your** unmarried children who are fulltime students living in Australia and away from home for the purpose of attending school, college or university, while the **household effects** are located in the domestic **building** in which **your** child is living. **We** will pay a maximum of \$5,000 for all **claims** arising from any one insured **event**.

## ★★ Two Star Cover

In addition to the cover provided under One Star Cover, **you** are insured for **accidental** loss or damage to **your inventory** or **indoor crop** during the **policy period** caused by or arising from the following insured perils:

- a) Theft or attempted theft:
  - i. Jewellery is insured only for theft from a permanently inhabited **house**; or
  - ii. **You** are assaulted away from **your** permanently inhabited **house**, and such assault is reported to the police; and
  - iii. **We** will pay up to \$5,000 per item, pair, set or collection unless noted on **your Certificate of Insurance** in which case **we** will pay up to the insured sum as noted on the **Certificate of Insurance**.
- b) **Malicious damage**;
- c) **Accidental** outflow or overflow of oil from a heating system, or from pipes or tanks connected to the heating system, belonging to **your building** containing the **inventory**;
- d) **Storm** or **tropical cyclone** while external construction or renovation is taking place to **your building** that involves the roof being fully or partially removed for not more than three days.

### Theft of money

- a) **You** are insured for **accidental** loss or damage to **your** money that arises as a result of theft or attempted theft during the **policy period**.
- b) **You** are not insured for:
  - i. Loss or damage that was not discovered within one year after the **event** occurred; or
  - ii. Arising from the use of a bank debit or credit card that is fraudulently used with a PIN.
- c) Money is insured only for theft from a permanently inhabited **house**.
- d) **We** will pay up to \$1,500 for any one **event**.
- e) An excess of \$500 applies.

### Money in transit

- a) **You** are insured for **accidental** loss or damage to **your** money during the **policy period** whilst in direct **transit** to or from the bank anywhere in Australia:
  - i. **We** will pay up to \$1,500 for any one **event**.
  - ii. An excess of \$500 applies.
  - iii. **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 **your inventory** in a **glasshouse** or in a **greenhouse** or **indoor crop** during the **policy period** caused by or arising from the following insured perils:

- a) **Accidental** escape of nutrient solution and/or water from the **water storage** noted on **your Certificate of Insurance** only if the **water storage** has been fitted with an overflow of sufficient capacity;
- b) **Accidental** escape of nutrient solution and/or water from the **water storage** noted on **your Certificate of Insurance** as a result of damage to that **water storage** caused by or arising from a peril (other than **freezing**) external to the **water storage** not otherwise excluded;
- c) **Accidental** escape of liquids other than water and/or nutrient solution or the **accidental** escape of fumes from systems at the **risk address** or their connected pipes, reservoirs or appliances as a result of a defect; and
- d) For **indoor crop** you are only insured if the loss or the damage is due to breakage of the **covering material** of the **glasshouse** or the **greenhouse** or the walls or the roof of the **building** or the cold store at the **risk address**

### ★ ★ ★ Three Star Cover

In addition to the cover provided under One Star and Two Star Cover, **you** are insured for **accidental** loss or damage to **your inventory** or **indoor crop** (other than **livestock**) during the **policy period** caused by or arising from the following insured perils:

- a) Impact damage;
- b) Water (being rain, snow, **hail** or ice) that has penetrated in via roofs, windows or doors of the **building** as a result of unforeseen overflow or leakage of the roofs and gutters or of the drainpipes above ground;
- c) **Freezing** of liquids but only for **accidental** loss or damage to **your household effects**;
- d) **Accidental pollution** caused by an insured peril within a radius of one kilometre of the **risk address**;
- e) Spoilage of **your inventory** due to the failure of the power supply or a failure of the electricity supply at the power station as a result of **fire, lightning strike**, explosion, implosion or **aircraft** impact;
  - i. **We** will pay up to \$25,000 for any one of the above spoilage **events**;
- f) Smoke and soot that has suddenly been emitted by **your** fireplace or slow combustion fireplace; and
- g) **Accidental** loss or damage to **your inventory** or **indoor crop** not otherwise excluded.

Three Star Cover is not available for **Livestock**.

### Machinery breakdown

**You** are insured for **machinery breakdown** to the **appliances and devices** in **your inventory** not bolted to **your** insured **building**:

- a) Provided the **appliances and devices** are operational and in working order or are being cleaned, inspected, repaired, refurbished or moved temporarily.
- b) **You** are not insured for the defective part that was the cause of the **machinery breakdown**.
- c) When the **insured item** is a pump and older than 5 years, **we** will consider wear, tear and depreciation at a rate of 20% per year.
  - i. Except when **your** pump is older than 5 years, and **you** can provide evidence that the pump has been renovated or overhauled within the 5 years prior to the loss.
- d) The maximum **we** will pay for removal and installation of submersible pumps or well casings is \$2,000 in addition to **insured sum** of that submersible pump for any one **event**.
- e) When a **claim** has been accepted for **machinery breakdown** **we** will pay for repairs and associated freight for an **insured item** up to the **insured sum** of that item.
  - i. **We** will calculate that value in accordance with **your** selected settlement method (**reinstatement value** or **indemnity value**) as noted on **your Certificate of Insurance**.

## Additional cover for glasshouse and greenhouse

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

- a) For a **glasshouse** or a **greenhouse**, **you** are only insured if the loss or damage to **your indoor crop** was made possible due to breakage of the **covering material** of the **glasshouse** or the **greenhouse** or the walls or the roof of the **building** or the cold store at the **risk address**.
- b) **You** are insured for **accidental** loss or damage to **your inventory** or **indoor crop** during the **policy period** caused by or arising from the following insured perils:
  - i. As the consequence of a downpour, **accidental** flooding or discharge of rainwater from gutters or above ground drainpipes directly into **your glasshouse** or **greenhouse**;
  - ii. The **accidental** escape of nutrient solution and/or water from the **water storage** noted on **your Certificate of Insurance** caused by or arising from a defect in the **water storage**. **You** are not insured for loss or damage to the **water storage**;
  - iii. The **accidental** escape of nutrient solution and/or water from the **water storage** noted on **your Certificate of Insurance**, caused by or arising from wear and tear, corrosion or oxidation;
  - iv. For water silos of seven years or older, **you** are insured only if:
    - 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;
    - The independent specialist has provided a written report of the inspection (which must be provided to **us** in the **event** of a **claim** under this clause); and
    - **You** have followed any recommendations in that report;
  - v. 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 **building**;
  - vi. If the loss or damage is caused by **freezing** of liquids, damage to the **functional interior** of a **glasshouse** or a **greenhouse** is only covered when the **glasshouse** or the **greenhouse** could not be heated as a result of an **accidental** technical defect in the **boiler system** or the **CHP-system** or due to the electricity supply being cut off. In case of damage caused by **freezing**, **you** are also insured for the costs of:
    - Detection of breach or defect and of the connected breach and repair works on walls, floors and other parts of the **building**;
    - The repair of systems and pipes; and
    - **You** 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 **glasshouse** or the **greenhouse** or another **building** via the drainpipes, sanitary fittings, drainage systems or other equipment.
  - vii. The **accidental** escape of fluids from the **fertigation unit**, the **watering system**, 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 **indoor crop**. This cover does not apply if the fluids have reached the **indoor crop** via the **watering system**;
  - viii. An **accidental** 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 **fire**, **lightning strike**, explosion, implosion and **aircraft**, 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:
    - Damage to the harvested produce which is caused by rotting or damage which ensues from the nature of the produce; and
    - Damage to the harvested produce which is not demonstrable at the time that the damage is assessed by **us**.

## 2.2 Optional insurance

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

### Extended stock product and inventory transit cover

- a) You are insured for **accidental** loss or damage to **your stock product** and **inventory** during **transit** within Australia, including by sea to and from ports within Australia, during the **policy period** caused by:
  - i. **Fire**;
  - ii. **Flood**;
  - iii. Collision and overturning of the conveying **vehicle** or **trailer**;
  - iv. Theft; or
  - v. Whilst loading or unloading.
- b) You are not insured for:
  - i. Damage that arose during **transit** 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;
  - ii. 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
  - iii. **Accidental** loss or damage to **stock product** that would fall under the Australian Dangerous Goods Code.
- c) We will pay up to the insured sum noted on **your Certificate of Insurance** for any one **event**.
- d) An excess as noted on **your Certificate of Insurance** applies.

### Extended livestock transit cover

- a) You are insured for **accidental** loss, damage or **necessary slaughter** of **your livestock** (other than **stud stock**) that arises during **transit** within Australia, including by sea to and from ports within Australia, during the **policy period** caused by:
  - i. **Fire**;
  - ii. **Flood**;
  - iii. Collision and overturning of the conveying **vehicle** or **trailer**;
  - iv. Theft; or
  - v. Whilst loading or unloading.
- b) 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.
- c) We will pay up to the insured sum noted on **your Certificate of Insurance** for any one **event**.
- d) An excess as noted on **your Certificate of Insurance** applies.

### Milk spoilage or contamination

- a) You are insured for spoilage of **your milk** as a result of **machinery breakdown** of **your milk vat** during the **policy period** up to the insured sum noted on **your Certificate of Insurance**;
- b) You are insured for contamination of **your milk** in a vat or pipe in the milking shed or dairy at the **risk address** during the **policy period** provided that:
  - i. The contamination is **accidental** or caused by **malicious damage**; and

- ii. The contamination is directly caused by:
  - A type of cleaning material or cleaning fluid used in the milking shed or dairy; or
  - By the introduction into the milk of foreign matter other than bacteria,
- c) An excess of \$1,000 applies to the first **claim** and an excess of \$5,000 for all subsequent **claims** during the **policy period**.

#### Frozen embryo or semen

- a) **You** are insured for **accidental** loss or damage during the **policy period** to frozen embryos or semen at the **risk address**, collected from **cattle**, while stored in containers specifically designed for storage of frozen embryos or semen.
- b) **We** will pay up to the insured sum noted on **your Certificate of Insurance**.
- c) An excess of \$1,000 applies to the first **claim** and an excess of \$5,000 for all subsequent **claims** during the **policy period**.
- d) **You** are not insured for loss or damage caused by:
  - i. Any substance or living **organism** which corrupts, spoils or contaminates the frozen embryo or semen;
  - ii. Gradual deterioration;
  - iii. Embryos or failing to meet quality standards unless caused by an **insured loss**; or
  - iv. Lawful seizure or quarantine of the **risk address** of the embryos or semen.

#### Catastrophe to cattle

- a) **You** are insured in case of a **catastrophe** to **your cattle** during the **policy period** due to an **accidental** loss or **animal disease** if this results in their death or **necessary slaughter**.
- b) **You** are also insured for veterinary and other expenses of a **catastrophe** to **cattle** during the **policy period** that results in the **necessary slaughter** of **your cattle**.
- c) Where compensation for an **insured loss** is paid by federal, state or territory government, semi- government or another organisation, **we** will only pay for the **insured loss** not covered by this payment.
- d) **You** are not insured for any loss or damage to **your cattle** arising from, or in connection with:
  - i. **Animal disease** or defects that already existed or symptoms caused before the cover took effect, regardless of whether **you** were aware of such **animal disease** or defect at the time;
  - ii. **Animal disease** or defects that arose because the veterinarian's advice was not followed;
  - iii. Ailments to legs or udders, except when these ailments are the result of a **catastrophe**;
  - iv. Internal parasites or clostridial disease (Enterotoxaemia, Black Leg, Black Disease, Tetanus and Malignant Oedema), unless the **cattle** have a vaccination and drenching program in place and **you** can prove it is being followed;
  - v. Castration, inoculation, spaying or firing;
  - vi. Surgical operations unless on veterinarian's advice to preserve the life of the animal; or
  - vii. Slaughter by order of a federal, state or territory government authority acting under any statute or regulation relating to animals.
- e) **We** will pay up to the insured sum noted on **your Certificate of Insurance** for any one **catastrophe**.
- f) An excess as noted on **your Certificate of Insurance** applies.

#### Effluent pond

- a) **You** are insured for **accidental** loss or damage to **your** effluent pond during the **policy period**.
- b) **We** will pay to repair or replace the effluent pond and the costs for emptying the effluent pond.

- c) **You** are insured for **accidental** loss or damage to **your building** or **inventory** caused by or arising from the outflow or overflow of manure from an effluent pond, basement or pit during the **policy period**.
- d) **We** will pay up to the insured sum noted on **your Certificate of Insurance**.
- e) The excess as noted on **your Certificate of Insurance** applies.

#### Intensively farmed pigs and/or poultry

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

## Stud stock

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

- a) In addition to this **you** are also insured for veterinary and other expenses for a post mortem or diagnosis of disease for the **accidental** loss or **animal disease** up to \$1,000 in addition to the insured sum of the **stud stock**.
- b) **You** are also insured for **accidental** loss, damage or **necessary slaughter** of **your stud stock** during **transit** within Australia, including by sea to and from ports within Australia, caused:
  - i. by **Fire**;
  - ii. by **Flood**;
  - iii. by Collision and overturning of the conveying **vehicle** or **trailer**;
  - iv. by Theft; or
  - v. Whilst loading or unloading.
- c) **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.
- d) Where compensation for an **insured loss** is paid by federal, state or territory government, semi- government or another organisation, **we** will only pay for the **insured loss** not covered by this payment
- e) **You** are not insured for any loss or damage to **your stud stock** arising from, or in connection with:
  - i. **Animal disease** or defects that already existed or symptoms caused before the cover took effect, regardless of whether **you** were aware of such **animal disease** or defect at the time;
  - ii. **Animal disease** or defects that arose because the veterinarian's advice was not followed;
  - iii. Ailments to legs or udders, except when these ailments are the result of an accident;
  - iv. Internal parasites or clostridial disease (Enterotoxaemia, Black leg, Black disease, Tetanus and Malignant Oedema), unless **your stud stock** have a vaccination and drenching program in place and **you** can prove it is being followed;
  - v. Castration, inoculation, spaying or firing; or surgical operations unless on veterinarian's advice to preserve the life of **your stud stock**; or
  - vi. Slaughter by order of a federal, state or territory government authority acting under any statute or regulation relating to **stud stock**.
- f) **We** will pay up to the insured sum noted on **your Certificate of Insurance** for any one **event**.
- g) An excess of \$100 per animal per **event** applies.

## Climate cover for indoor crop in glasshouses or greenhouses

- a) **You** are insured for **accidental** loss or damage during the **policy period** to **your indoor crop** inside a **glasshouses** or a **greenhouses** at the **risk address**, if the **accidental** loss or damage arose due to a deviation from the desired:
  - i. Temperature of the air mixture or nutritive medium;
  - ii. Air humidity; or
  - iii. Planting temperature;after alerting about ambient temperature or air humidity due to:
  - iv. An **accidental** failure or incorrect functioning of the **screen system** or the **CHP-system**;
  - v. Theft or attempted theft; or
  - vi. Vandalism after a **break in**, to equipment, the **screen system**, the **CHP-system** or parts of this.

- b) **You** are only insured if there is an alarm:
- i. For room temperature or humidity that is triggered in the **event** of failure or incorrect functioning of the **CHP-system**; and
  - ii. Triggered by failure or incorrect functioning of the **screen system**.
- c) **You** are not insured if the alarm system did not work, unless:
- i. The alarm system is damaged by the same **event** that also damaged the equipment, the **screen system** or the **CHP-system** concerned;
  - ii. There is visible **accidental** damage to the alarm system caused by outward weather influences, such as **hail, lightning strike**, powder snow, rain or meltwater;
  - iii. the alarm system was unable to report a problem due to a demonstrable malfunction in the telephone network **you** are connected to. Problems concerning a limited capacity or range of the telephone network are not considered to be a malfunction, unless **you** can demonstrate the malfunctioning of the alarm system did not influence the extent of the loss or damage.
- d) **You** are also insured for loss or damage to **your indoor crop** in a **glasshouse** or a **greenhouse** or another **building** at the **risk address** caused by overheating of sulphur as the consequence of **accidental** 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.
- e) **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.
- f) **We** will pay up to the insured sum noted on **your Certificate of Insurance** for any one **event**.
- g) The excess as noted on **your Certificate of Insurance** applies.

#### Water and nutrition cover for indoor crop in glasshouses or greenhouses

- a) **You** are insured for loss or damage during the **policy period** to **your indoor crop** in a **glasshouse** or a **greenhouse** at the **risk address** due to a deviation from the desired:
- i. Amount, composition or temperature of the nutrient solution;
  - ii. Amount or temperature of the water to be administered;
  - iii. Groundwater level;
- caused by or arising from:
- i. An **accidental** break down of the **fertigation unit**, the **watering system** or the system for heating the nutrient solution;
  - ii. An **accidental** incorrect functioning of the **fertigation unit**, the **watering system** or the system for heating the nutrient solution;
  - iii. An **accidental** break down in or cutting off of the **water supply**;
  - iv. Theft or attempted theft of the **fertigation unit**, the **watering system**, the **water supply** or parts of these items, after a **break in**;
  - v. Vandalism to the **fertigation unit**, the **watering system**, the **water supply** or parts of these items, after **break in**;
  - vi. An **accidental** break down of the **watering system** after an alarm of a breakdown of the pump or after an alarm of a deviation from the pre-defined groundwater level;
  - vii. The discharge of water from the **water storage** area in a **building** due to an **accidental** break down or incorrect functioning of the pump, after an alarm that the water level is too high; and
  - viii. An **accidental** release of fluids from the **fertigation unit**, the **watering system** and the system for heating the nutrient solution and other equipment or the pipes connected to these items due to a defect of equipment and/or pipes, provided that **we** will only pay for damage caused by direct contact of the fluids with the **indoor crop** and for damage due to the damp effect of the fluids. **We** will not pay if the fluids have reached the **indoor crop** via the **watering system**.

- b) **We** will only pay for loss or damage caused by or arising from the perils listed above if an alarm is given of a deviation in the correctly set value of the pH, EC, temperature and quantity of the nutrient solution and the fertilisers for the nutrient solution. **We** will not pay if the alarm system did not work unless:
- i. The alarm system is damaged by the same **event** that damaged the **fertigation unit**, the **watering system** or other equipment;
  - ii. There is visible **accidental** damage to the alarm system caused by exterior weather influences such as **hail, lightning strike**, powder snow, rain or meltwater;
  - iii. The alarm was unable to report a problem due to a demonstrable malfunction in the telephone network which **you** 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.
- c) **We** will pay up to the insured sum noted on **your Certificate of Insurance** for any one **event**.
- d) An excess as noted on **your Certificate of Insurance** applies.

## 2.3 Additional benefits

### Additional benefits – One, Two and Three Star Cover

Note: Additional benefits are paid in addition to the insured sum.

#### Property in your care

- a) **You** are insured for **accidental** loss or damage to an item belonging to someone else as a result of an **insured loss** to **your inventory** if **you** have a legal obligation to the owner for the loss.
- b) **We** will pay to repair or replace the item.
- c) **We** will pay up to 5% of the insured sum on **your Certificate of Insurance** of the **inventory** item that the item damaged would have been insured under had **you** owned it, for any one **event**.
- d) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Clean-up costs

- a) **You** are insured for **clean-up** costs following an **insured loss**.
- b) **We** will pay up to 10% of the **insured loss** on **your Certificate of Insurance** for the **inventory** items that suffered the **insured loss**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Transit and storage

- a) **You** are insured for the cost of **transit** and storage of insured **inventory** following an **insured loss** to **your inventory**.
- b) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Claim preparation costs

- a) **You** are insured for professional fees and other **costs** for preparation of **your inventory claim**.
- b) **We** will pay up to 5% of the **insured loss** to **your inventory**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

### Damage prevention

- a) **You** are insured for necessary **costs** incurred during the **policy period** for **damage prevention to your inventory**.
- b) **We** will pay up to 5% of the insured sum noted on **your Certificate of Insurance** for the **inventory** item for which the **damage prevention** is for.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

### Reconstruction costs of essential records

- a) **You** are insured for the reconstruction costs of essential records that require reconstruction for **your** business or household to continue to function including among other things, wages and office expenses which are damaged as a result of an **insured loss to your inventory**. It does not include papers, documents or photographs that have historical or sentimental value which are damaged as a result of an **insured loss** under this Category Two - **inventory**;
- b) **We** will pay up to 5% of the insured sum on **your Certificate of Insurance** for the **inventory insured item** that suffered the **insured loss**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

### Global Positioning System (GPS) equipment

- a) **We** will pay up to \$2,500 for activation or licensing costs for **your** precision **farming equipment** as a result of an **insured loss to your** GPS equipment listed on **your Certificate of Insurance**.
- b) No excess is applicable when **you** make a **claim** under this additional benefit.

### Additional benefits – Household effects One, Two and Three Star Cover

Note: Additional benefits are paid in addition to the insured sum.

#### Pipe bursts or leaks

**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, **appliances and devices** that are permanently connected to these pipes or from plumbing, central heating, air-conditioning, aquariums or water beds in **your house**; and
- b) pipes bursting as a result of **freezing** of liquids.  
**You** need to immediately notify **us** at the time **you** detect the pipe burst or leak. Failure to do so may result in **us** not paying **your claim** under this **policy** or reducing the amount that **we** might otherwise have paid.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

## 2.4 What we will pay

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

#### Fence

- a) **We** will pay the amount it would cost to repair or replace **your** damaged fence up to the amount per kilometre of fence repaired or replaced and in total, up to the insured sum noted on **your Certificate of Insurance**. **We** will determine this cost by reference to relevant information including quotes from suitably qualified repairers that **you** are able to access;

### Indoor crop

- a) **We** will pay the amount per hectare/square metres and in total, up to the insured sum noted on **your Certificate of Insurance** multiplied by the percentage of damage over the damaged surface area determined by the loss adjuster appointed by **us** less **your** excess which is noted on **your Certificate of Insurance**.

### Livestock

- a) **We** will pay **market value** up to the insured sum noted on **your Certificate of Insurance**.

### Stock products

- a) **We** will pay the **market value** up to the insured sum noted on **your Certificate of Insurance** for the loss or damage of **your stock products** or if there is a contract for sale at the time of the loss or damage, **we** will pay the contract price per unit up to the insured sum noted on **your Certificate of Insurance**.

## What we will pay for your other inventory claim

### Reinstatement cover

- a) Where it is noted on **your Certificate of Insurance** that reinstatement cover applies if **we** can, **we** will arrange and pay for the repair or **replacement** of **your inventory** to the same condition as when it was new up to the amount of the insured sum noted on **your Certificate of Insurance**. **We** will determine whether **we** can repair or replace **your inventory** based on the relevant circumstances, including whether:
  - i. The materials needed to repair or replace **your inventory** are available;
  - ii. A suitably qualified repairer is available;
  - iii. It is safe to repair or replace **your inventory**; and
  - iv. The cost of repair or **replacement** is less than the insured sum noted on **your Certificate of Insurance**.
- b) If **we** cannot repair or replace **your inventory** to the same condition as when it was new, **we** will pay **you** the amount it would cost **you** to repair or replace **your inventory** to the same condition as when it was new up to the amount of the insured sum noted on **your Certificate of Insurance**. **We** will determine this cost by reference to relevant information including quotes from suitably qualified repairers that **you** are able to access.

### Indemnity cover

- a) Where it is noted on **your Certificate of Insurance** that indemnity cover applies, if **we** can, **we** will arrange and pay for the repair or **replacement** of **your inventory** 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 **your Certificate of Insurance**. **We** will determine whether **we** can repair or replace **your inventory** based on the relevant circumstances, including whether:
  - i. The materials needed to repair or replace **your inventory** are available;
  - ii. A suitably qualified repairer is available;
  - iii. It is safe to repair or replace **your inventory**; and
  - iv. The cost of repair or **replacement** is less than the insured sum noted on **your Certificate of Insurance**.
- b) If **we** cannot repair or replace **your inventory** to the same condition it was immediately prior to the loss or damage, **we** will pay **you** the amount it would cost **you** to repair or replace **your inventory** to the same condition it was immediately prior to the loss or damage, up to the amount of the insured sum noted on **your Certificate of Insurance**. **We** will determine this cost by reference to relevant information including quotes from suitably qualified repairers that **you** are able to access, and **we** will take into account the cost of wear, tear and depreciation in **our** assessment of the **claim**.

### If you do not wish to repair or replace

- a) If **we** have determined **we** can repair or replace **your inventory** and **you** do not wish to repair or replace it, **we** will pay **you** the lesser of:
- i. The amount it would cost to repair or replace **your inventory** 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 **your Certificate of Insurance**; or
  - ii. The value of **your inventory** immediately prior to the loss or damage up to the amount of the insured sum noted on **your Certificate of Insurance**, less the remaining value of **your inventory** immediately after the loss or damage occurred. **We** will appoint a third-party expert to provide this valuation.

## 2.5 Additional conditions

The following additional conditions apply to Category Two - **inventory**.

### Tenants interest

- a) If the **inventory** is not insured, but the **tenant's interests** are insured and noted on **your Certificate of Insurance**, the cover applies to the **tenant's interests** only.

### Underinsurance

- a) Where the insured sum on **your Certificate of Insurance** for **your inventory** is below 80% of the actual **reinstatement value or indemnity value** at the **commencement date**;
- b) **We** will reduce the amount **we** pay on **your claim** in proportion to the amount **you** have underinsured **your inventory** and 80% of the actual **reinstatement - or indemnity value**.
- c) **We** use **reinstatement value** or **indemnity value** depending on the value as it is noted on **your Certificate of Insurance**.
- d) This condition does not apply:
- i. If the amount of the damage does not exceed 10% of the amount of the insured sum on **your Certificate of Insurance**;
  - ii. In respect of the insured sum noted on **your Certificate of Insurance** for **livestock, indoor crop** and fencing; or
  - iii. In regard to **stock products** reflecting the **market value** changes over time.

An example of this condition:

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

### Indoor crop

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

### Intensively farmed pigs and/or poultry

- a) 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 **event** of power failure.
- b) **You** must ensure that alarm signals are immediately received by someone who responds immediately and expertly, or who immediately calls in someone who responds immediately and expertly; and
- c) **You** must notify **us** 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.

### Catastrophe to cattle

- a) In the case of a **catastrophe** that may lead to **accidental** loss or damage of **your cattle**, **you** must:
  - i. Within three business days, send **us** a certificate signed by the veterinarian on a form prescribed by **us** detailing the cause of the death or **necessary slaughter**;
  - ii. If **we** request, have an autopsy performed and submit the report to **us**; and
  - iii. Submit to **us** receipts of costs, including veterinarian costs for the above that are eligible for compensation.

### Hay in the open

- a) If hay is listed on **your Certificate of Insurance** and it is stored in the open, the excess applicable will be 10% of the **insured loss** with a minimum excess of \$5,000 per **event**.

### Geographical limits of cover for inventory

Other than for **transit** cover, **you** are not insured for any loss or damage to **your inventory** outside the geographical limits shown below.

- a) **Inventory** other than **stock products** and **household effects**
  - i. At the **risk address** noted on **your Certificate of Insurance** or in **transit** between those **risk addresses**; or
  - ii. Elsewhere in Australia however **we** will pay up to a maximum of 10% of the insured sum of **inventory** noted on **your Certificate of Insurance** for any one **event**.
- b) **Stock products**
  - i. Inside a **building** anywhere in Australia; and
  - ii. Coverage only exists outside a **building** if **your stock products** are temporarily located at the **risk address** for **transit** or for immediate storage in **building** or unless specifically noted on **your Certificate of Insurance**.
- c) **Household effects**
  - i. At the **risk address** on **your Certificate of Insurance**; or
  - ii. Elsewhere in Australia but only if the **household effects** have been transported from the **risk address** and have not been located away from the **risk address** for more than three consecutive months.
    - This does not apply to the student **household effects** that are covered under this **policy**.
- d) **Indoor crop**
  - i. At the **risk address** noted on **your Certificate of Insurance**; or
  - ii. In respect to **indoor crop** that are being grown for eventual cultivation at the **risk address**, cover applies anywhere in Australia.
- e) **Livestock**
  - i. At the **risk address** noted on **your Certificate of Insurance**; or
  - ii. At any property where **you** conduct **your** business activities noted on **your Certificate of Insurance**

f) **Valuable Items**

- i. At the **risk address** noted on **your Certificate of Insurance**; or
- ii. Elsewhere in Australia but only if the **valuable items** have been transported from the **risk address** and have not been located away from the **risk address** for more than three consecutive months.

**Vacancy**

- a) If **you** intend to leave **your house** unoccupied for more than 60 consecutive days, **you** must obtain **our** agreement in writing to continue cover on **your house** and the **household effects** contained inside and outside of **your house**. The period of 60 consecutive days is calculated from the date when the **house** was last occupied. When **you** notify **us** of any such circumstances, **we** will advise **you** whether cover may be provided, and on what basis. It will be a requirement that **your** utilities (e.g. gas, water and electricity) remain turned off throughout the entire period that the **house** is unoccupied. If **you** do not notify **us**, **we** will only provide cover for **your house** and the **household effects** contained inside and outside of **your house** during the period that the **house** is vacant for **accidental** loss or damage arising from:
- i. Earthquake, volcanic eruption or **subterranean fire**;
  - ii. **Lightning strike**;
  - iii. **Storm** or **tropical cyclone**; or
  - iv. Impact by **aircraft**;

## 2.6 Additional exclusions

**What you are not insured for**

Unless otherwise expressly provided, **you** are not insured for any loss or damage to **your inventory** or **indoor crop** 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) Ultraviolet and intraviolet rays;
- d) Changes of atmosphere or other variations in temperature and evaporation;
- e) Tree roots;
- f) Non-compliance by **you** or anyone acting on behalf of **your** instructions, with the necessary permits issued by federal, state or territory government, public or local authorities;
- g) **Malicious damage** that is caused by **you** or anyone acting on **your** instructions;
- h) Soil movement, including erosion, landslide, mudslide or subsidence unless it is directly caused by and occurs within 72 hours of an explosion, earthquake, tsunami, **subterranean fire**, volcanic eruption, **storm** or **tropical cyclone**;
- i) **Minor damage** not influencing functionality such as scratches, grazes or dents or other **minor damage** that does not influence the functionality of the **inventory**;
- 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, **hail** 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;
- p) Moving, alterations, painting or decoration of **glasshouses**, **greenhouses**, garden frames and conservatories that are not part of a **house**;

- 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;
- u) Punitive, exemplary or aggravated damages awarded against **you** or fines and penalties imposed on **you**;
- v) The undergoing of any process of production, treatment, packaging;
- w) Wear, tear or gradual deterioration, wearing away or wasting of material by atmospheric conditions, rust, erosion, oxidation, existing faults, fitting of flow or pressure or any modifications or alterations of an **insured item**;
- x) The discharge, seepage, dispersal, release or escape of **pollution** and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of **pollution**;
  - i. This exclusion does not apply to **accidental pollution** if your **Certificate of Insurance** shows **you** have taken Three Star Cover.
- y) Error or omission in design, plan or specification or failure of design;
- z) Normal settling, seepage, shrinkage or expansion in **buildings** or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;
- aa) Inherent vice, faulty materials or faulty workmanship;
- ab) Operator error or malfunction of software; and
- ac) With respect to any coverage provided for **drones**, there is no coverage for impact damage or loss as a result from flying.



## CATEGORY THREE BUSINESS INTERRUPTION

### 3.1 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

- a) You are insured for **agistment costs** or **agistment income** you do not receive as a consequence of damage to pasture, stubble, or fencing directly caused by **fire** occurring at the **risk address** during the **policy period**.
- We will pay the **agistment costs** or **agistment income** during the **indemnity period**.
  - We will pay up to the insured sum shown in **your Certificate of Insurance** for **your agistment costs** or **agistment income**.

##### Loss of rent

- a) You are insured for loss of rent due to **insured loss** to **your building** insured under Category One – **Buildings**.
- We will pay **your** loss of rent during the **indemnity period**;
  - 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

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

##### Additional increase in costs of working

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

### Additional increase in costs of working including farming equipment

- a) **You** are insured for **your additional increase in costs of working** necessarily and reasonably incurred for the purposes of avoiding or diminishing a reduction in **turnover**/resuming/maintaining normal business operations and/or services in consultation with **us** due to interruption to or interference with **your** business as a direct consequence of an **insured loss** to an **insured item** under Category One – **Buildings** (excluding **flood**) or Category Two – **Inventory** (excluding **flood**), or to **farming equipment** under Category Four - **Vehicles**, during the **indemnity period**.
- b) A 48-hour excess period applies before **we** will pay a **claim**.

### ★ ★ ★ Three Star Cover

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

### Severance pay

- a) If noted on **your Certificate of Insurance**, **you** are insured for expenditure **you** are obligated or have pre-agreed to pay under industrial awards, determinations, decisions or agreements for severance pay and/or in lieu of notice to **employees** whose services are terminated during the **indemnity period** in consequence of an **insured loss** to an **insured item** under Category One – **Buildings** (excluding **flood**) or Category Two – **inventory** (excluding **flood**). **We** will pay up to the insured sum noted on **your Certificate of Insurance** for any one **event**.

### Supplier's extension

- a) **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 **fire** only at any premises in Australia occupied by any direct supplier being any person, body or entity from which **you** directly obtain supplies of commodities, materials, components, goods or services other than utilities such as gas, electricity, water, telecommunications and sewerage services to **you**. **We** will pay up to the insured sum noted on **your Certificate of Insurance** for any one **event**.
- b) The maximum amount **we** will pay for any one **event** is 10% of the **gross profit** or **your increased cost of working** insured sum noted on **your Certificate of Insurance**.
- c) A 48-hour excess period applies before **we** will pay a **claim** under this item.

### Prevention of access

- a) **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**.
- b) A 48-hour excess period applies before **we** will pay a **claim** under this item.

## 3.2 Additional benefits

Note: Additional benefits are paid in addition to the insured sum for Business interruption for One and Two Star Cover.

### Claim preparation costs

- a) **You** are insured for professional fees, and other **costs**, for preparation of **your** business interruption **claim**.
- b) **We** will pay up to 10% of the total of **your** business interruption **claim** for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

## 3.3 What we will pay

### Gross profit

- a) For loss or reduction of **gross profit**, **we** will pay the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** falls short of the **standard turnover** in direct consequence of the **insured loss**.

## 3.4 Additional conditions

The following additional conditions apply to Category Three - Business Interruption.

### Underinsurance

- a) Where the declared value of **gross profit** at the commencement of each **policy period** is below 70%:
  - i. Of the sum produced by applying the actual **gross profit**; or
  - ii. Of its proportionately increased multiple, where the **indemnity period** exceeds twelve months.

**We** will reduce the amount **we** pay on **your claim** in proportion to the amount **you** have underinsured **your gross profit**.

### Indemnity period

- a) The **indemnity period** is limited to a maximum of ten weeks from the date of the **Insured loss**:
  - i. If **you** cease to carry on the business, or any part of the business is disposed of, or permanently discontinued, or **your** interest in the business or such part of the business ceases otherwise than by death;
  - ii. If **you** are placed in liquidation, provisional liquidation, under official management, enter into a scheme of arrangement, have receivers and/or managers appointed over **your** assets or undertakings;
  - iii. If **you** become bankrupt or enter into a scheme arrangement with creditors;
  - iv. If no attempt was made to restore the pre-loss **turnover** and/or **gross profit** within ten weeks from the date of the loss or damage;
  - v. If **your building** is not to be rebuilt or restored; or
  - vi. In respect of the rewriting of records if no attempt was made to begin the rewriting of records within ten weeks from the date of the damage.

### 3.5 Additional exclusions

#### What you are not insured for

Unless otherwise expressly provided, **you** are not insured for a reduction of **gross profit**, additional expenditure, **increase in costs of working** and **additional increase in costs of working** due to interruption to or interference with **your** 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 **risk address**;
  - i. If no ready and suitable **replacement** electricity supply of sufficient capacity is available for the supply of electricity for at least the first twelve hours after the **event**; or
  - ii. If insufficient fuel is available to run the **replacement** electricity supply at any time.
- c) Insufficient maintenance, operator errors or delay in the supply of necessary **replacement** parts or repairs to systems;
- d) The erroneous input of information by **you** or anyone acting under **your** instructions, 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 Biosecurity Act 2015 Cth or other equivalent state, territory or federal legislation; or
- j) Quarantine as a result of human disease.

## 4.1 What you are insured for

### ★ One Star Cover

- a) **You** are insured for **your** legal liability for **accidental** loss or damage to the property of others happening during the **policy period** that arises from the use of **your vehicle**.
- b) **You** are insured for **your** legal liability for **accidental personal injury** to others during the **policy period** that arises from the use of **your unregistered vehicle**:
  - i. Where compulsory insurance is not required by any legislation relating to **your unregistered vehicle**; and
  - ii. Whilst **your unregistered vehicle** is being used at a **risk address** noted on **your Certificate of Insurance**.
- c) **You** are insured for **accidental** loss or damage to **your vehicle** during the **policy period** that is caused by or arises from:
  - i. **Fire**, explosion, self-combustion, short-circuit or **lightning strike**;
  - ii. **Storm; tropical cyclone** or **hail**;
  - iii. **Flood**, falling rocks, collapse, landslide, volcanic eruption, earthquake, tsunami or similar natural disasters;
  - iv. An external **event** to the means of transport during the **transit** of **your vehicle** by **vehicle**, ship, train or **aircraft**;
  - v. **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:

- a) **You** are insured for **accidental** loss or damage to **your vehicle** that arises from theft or attempted theft.
- b) **You** are insured for contamination, loss or damage of **your vehicle** as a result of the transport of an injured person following an accident:
  - i. **We** will pay the 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, **you** are insured for **accidental** loss or damage to **your vehicle** otherwise not excluded.

## 4.2 Optional insurance

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

### Mechanical breakdown

- a) **You** are insured for **accidental** loss or damage to **your farming equipment** from **mechanical breakdown** or **mechanical defect** if:
  - i. The **farming equipment** is not older than five years;
    - Except if **you** have a centre pivot or lateral moving irrigator; and
    - The switches of this centre pivot or lateral moving irrigator are replaced with new switches every five years; and
    - In the **event** of a **claim you** can provide evidence of this to **us**; and
  - ii. **You** have done all **you** can to recover the cost of the loss or damage from the supplier, dealer or manufacturer of the **farming equipment**; and
  - iii. The **farming equipment** has been maintained in accordance with the manufacturer's specifications and requirements.
- b) **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

- a) **Your farming equipment** is insured for loss or damage that arises from overloading or improper use, if:
  - i. The **farming equipment** is not older than five years;
  - ii. The overloading or improper use was not intentional; and
  - iii. The **farming equipment** has been maintained in accordance with the manufacturer's specifications and requirements.

## 4.3 Additional benefits

### 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

- a) **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:
  - i. 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
  - ii. The **neighbourly assistance** is for an agricultural activity.
- b) **You** are not insured under this additional benefit for any loss for which **you** are legally liable.
- c) An excess of \$500 per **event** will apply.

#### Damage to cargo being transported

- a) **You** are insured for **your** legal liability for **accidental** loss or damage to cargo owned by others that **you** are carrying in or on **your vehicle** or in or on a **vehicle** connected to **your vehicle**.
- b) **You** are not insured for any losses as the result of **your** business being unable to function normally due to damage to equipment or property arising from the initial **accidental** loss.
- c) This additional benefit does not apply for agricultural contractors or for riding schools.
- d) **We** will pay up to \$50,000 for any one **event**.
- e) An excess of \$1,000 for any one **event** will apply.

#### Damage by cargo you are transporting

- a) **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.
- b) **You** are not insured whilst loading or unloading is taking place.
- c) **You** are not insured for loss or damage to the cargo.
- d) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Other property you own

- a) **You** are insured for **accidental** loss or damage to **your vehicles, buildings** and **inventory** that arises from the use of **your vehicle**.
- b) **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.
- c) This additional benefit does not apply if at the time of the loss or damage **you** are acting as an agricultural contractor for reward.
- d) An additional excess of \$2,500 per **event** will apply.

#### Emergency mitigation costs

- a) Following an **insured loss** and in the case of an emergency, **we** will pay the cost for:
  - i. Repair or **replacement** of **your vehicle glass**; and
  - ii. The towing of **your vehicle** to the nearest repairer or place of safety, or to any other place approved by **us**.
- b) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Journey disruption

- a) Following an **insured loss** to **your vehicle** and provided:
  - i. The **vehicle** was being used in connection with **your** business; and
  - ii. **Your vehicle** was more than 100 kilometres from its usual place of garaging,**we** will pay **you** the **costs** of:
  - iii. Returning **you**, the **driver**, and non-paying passengers, to the point of departure or at **your** option, to **your** or the **driver's** destination;
  - iv. Obtaining overnight accommodation if the journey cannot be completed in the same day as the loss or damage occurs; or
  - v. Hiring another **vehicle** of a similar make and model to complete the journey or return **you** or the **driver** to where the journey first commenced.
- b) **We** will pay up to \$5,000 for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Expediting expenses

- a) Following an **insured loss to your vehicle**, **we** will pay **you** for the additional **costs** necessary to arrange immediate temporary repairs, or to expedite permanent repairs.
- b) The maximum **we** will pay for any one **event** is the 50% of the repair costs or \$5,000 whichever is the lesser.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Clean-up costs

- a) Following an **insured loss to your vehicle**, **we** will pay for the **clean-up** costs and removal of **your vehicle**, debris and cargo.
- b) **We** will pay up to \$25,000 for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Personal property

- a) Following an **insured loss to your vehicle**, if **you** had **personal property** contained inside **your vehicle** and it is:
  - i. Damaged or stolen; and
  - ii. If stolen, the **vehicle** was securely locked at the time of the theft;
- b) **We** will pay for the cost to replace or repair **personal property** up to \$1,000 for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Sign writing

- a) Following an **insured loss to your vehicle**, **we** will pay for the cost to replace or repair any sign writing, artwork and advertising signs affixed to the **vehicle** at the time of the loss.
- b) **We** will pay up to \$2,000 for any one **event**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Damage to accessories

- a) Following an **insured loss to your vehicle**, **we** will pay the cost to replace or repair **your** damaged bull bar, spots/lights, UHF radio and audio and telecommunication equipment.
- b) **You** are only insured for audio and telecommunication equipment that is permanently attached to **your vehicle**.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Transit by sea – General average

- a) Following an **insured loss to your vehicle** while being transported by sea within Australia, **we** will pay for the charged general average and/or salvage costs.
- b) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Automatic 21-day replacement cover

- a) **You** are automatically insured for **vehicle** purchases if:
  - i. **You** dispose of **your** insured **vehicle** and replace it within seven days with a similar **vehicle**; and
  - ii. The **replacement vehicle** is worth less than \$100,000 including GST.
- b) **You** are insured under the same terms as the disposed of **vehicle** for a 21-day period from the date **you** acquire it.
- c) If **you** wish to insure the **replacement vehicle** after this time, **you** must ask **us** to do so within the 21-day period.

- d) The premium, excess and terms on the cover after the 21 days may be different from the cover provided during the 21-day period.

#### Substitute vehicle

- a) **You** are insured for **your** legal liability for **accidental** loss or damage to property of others by a **motor vehicle** being used by **you** as a substitute **vehicle** while **your motor vehicle** is being serviced, repaired or is not drivable.
- b) **You** are not insured if **your** legal liability is insured under another insurance **policy**.
- c) **You** are not insured if the substitute **motor vehicle** is not owned by **you** or **you** do not have the owner's permission to drive it.
- d) This cover only extends to a **motor vehicle** that is similar to **your motor vehicle** that **you** have insured with **us** in age, capacity and use.

#### Additional benefits – Two and Three Star Cover

Note: these additional benefits only apply to **vehicles** with Two Star or Three Star Cover noted on the **Certificate of Insurance**.

#### Hire of motor vehicle following theft

- a) If **your motor vehicle** is stolen and it is an **insured loss**, **we** will reimburse **you** for the cost of hiring a similar **motor vehicle**.
- b) **We** will not pay for hire charges incurred after **your motor vehicle** has been found undamaged, or if damaged and an insured **claim** results, after such damage has been repaired.
- c) **We** will not pay for fuel, insurance with another company, or other standard running costs **you** would have normally incurred for **your own motor vehicle**.
- d) **We** will provide cover for the hire **motor vehicle** on the same terms as the **motor vehicle** it is temporarily replacing.
- e) Cover is limited to a total period of 30 days or when the **claim** is settled, whichever occurs first.
- f) **We** will pay up to \$2,000 for any one **event**.
- g) No excess is applicable when **you** make a **claim** under this additional benefit.

#### Locks/Keys

- a) **You** are insured if the keys to **your vehicle** are lost, destroyed or damaged, or **you** have grounds to believe that the keys may have been duplicated.
- b) **We** will pay for the cost to replace the key ignition barrel and all locks.
- c) **We** will pay up to \$1,000 for any one **event**.
- d) No excess is applicable when **you** make a **claim** under this additional benefit.

## 4.4 What we will pay

### If your vehicle is a centre pivot or lateral moving irrigator

- a) If **your vehicle** is a centre pivot or lateral moving irrigator; and
- b) The **insured loss** to **your** centre pivot or lateral moving irrigator is repairable, **we** will pay the lesser of:
  - i. The amount it would cost **you** to have **your** centre pivot or lateral moving irrigator repaired (**we** will determine this cost by reference to relevant information including quotes from repairers that **you** are able to access); or
  - ii. The **market value** of **your** centre pivot or lateral moving irrigator.
    - If there is no **market value** available, **we** will use the insured sum as noted on the **Certificate of Insurance** as the **market value**.
  - iii. Provided that;
    - It was operational, in working order and well maintained at the time of the loss; and
    - **You** can prove that the irrigator was well maintained by providing **us** with the maintenance log for the irrigator.
- c) The **insured loss** to **your** centre pivot or lateral moving irrigator is a **total loss**, **we** will pay;
  - i. The **market value** of **your** centre pivot or lateral moving irrigator.
    - If there is no **market value** available, **we** will use the insured sum as noted on the **Certificate of Insurance** as the **market value**.
  - ii. Provided that it was operational, in working order and well maintained at the time of the loss; and
  - iii. **You** can prove that the irrigator was well maintained by providing **us** with the maintenance log for the irrigator.

### If your vehicle is repairable

- a) If **your vehicle** is not a **total loss**, **we** will pay the lesser of:
  - i. The amount it would cost **you** to have **your vehicle** repaired (**we** will determine this cost by reference to relevant information including quotes from repairers that **you** are able to access); or
  - ii. The **market value** of **your vehicle**.
- b) However, if the repair costs to **your vehicle** amount to more than two thirds of the **market value**, **we** will pay the **market value** of **your vehicle**. If there is no **market value** available, **we** will use the insured sum as noted on the **Certificate of Insurance** as the **market value**.
- c) For damage to parts that are subject to wear and tear, a deduction will be made to take into account depreciation.
- d) **We** will not pay more than the **market value** for any one **claim**, unless there are costs for which **we** have indicated that these are payable in addition to the **market value**.

### If your farming equipment is a total loss

- a) If **your farming equipment** is a **total loss**, **we** will pay:
  - i. **The new value** of **your farming equipment** if **your farming equipment**:
    - Was purchased and insured with **us** from new; and
    - Was not older than 12 months when the loss or damage occurred (to be calculated from the start date of insurance of **your farming equipment**).
  - ii. The **new value** reduced by 1% for every month or part of the month that the age of **your farming equipment** exceeds the period of twelve months; if **your farming equipment** is older than 12 months but not older than 36 months, and if **your farming equipment** was purchased and insured with **us** from new; or
  - iii. The **market value** of **your farming equipment** in all other cases.

- b) **We** will not pay the **new value** of **your farming equipment** if it:
  - i. Was temporarily replacing an existing **farming equipment**; or
  - ii. Used in contracting activities for reward.
- c) If **we** declare **your farming equipment** to be a **total loss** and pay **you** for the loss, **your** cover for that **farming equipment** comes to an end and **you** must allow **us** to take possession of that **farming equipment**.
- d) If **we** do not take possession of **your farming equipment**, **you** will maintain legal ownership of, and responsibility for, that **farming equipment**.

#### If your motor vehicle or trailer is a total loss

- a) If **your motor vehicle** or **trailer** is a **total loss**, **we** will pay:
  - i. The **new value** of **your motor vehicle** or **trailer** if:
    - The **motor vehicle** or **trailer** was purchased and insured with **us** from new;
    - The **motor vehicle** or **trailer** is not older than 12 months when the loss occurred (to be calculated from the start date of insurance of the **motor vehicle** or **trailer** with **us**);
    - The **motor vehicle** or **trailer** is a car, **trailer**, station wagon or motorcycle that is fitted with a passenger car or motorcycle license plate; and
    - The **motor vehicle** or **trailer** had a **market value** of no more than \$125,000 including GST at the moment of the loss or damage.
  - ii. The **new value** reduced by 1% for every month or part of the month that the age of the vehicle exceeds the period of twelve months; if the **motor vehicle** or **trailer** is older than 12 months but not older than 36 months, and if the **motor vehicle** or **trailer** was purchased and insured with **us** from new; or
  - iii. The **market value** of **your motor vehicle** or **trailer** in all other cases.
- b) **We** will not pay the **new value** if the **motor vehicle** or **trailer**:
  - i. Is temporarily replacing an existing **motor vehicle** or **trailer**; or
  - ii. Is a van, caravan, camper, utility **vehicle**, taxi, dual control **motor vehicle**, **motor vehicle** intended for rent with or without a **driver** or leased **motor vehicle**.
- c) If **we** declare **your motor vehicle** or **trailer** to be a **total loss** and pay **you** for the loss, **your** cover for that **motor vehicle** or **trailer** comes to an end and **you** must allow **us** to take possession of that **motor vehicle** or **trailer**.
- d) If **we** do not take possession of **your motor vehicle** or **trailer**, **you** maintain legal ownership of, and responsibility for, that **motor vehicle** or **trailer**.

#### If any other vehicle type is a total loss

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

#### Legal liability

- a) **We** will not pay more than the Limit of indemnity noted on **your Certificate of Insurance** for any one **claim**.

## 4.5 Additional conditions

The following additional conditions apply to Category Four - **Vehicles**.

### Unspecified vehicles

- a) **Unspecified vehicles** are limited to One Star or Two Star cover. The maximum **we** will pay for an individual **unspecified vehicle** is the lesser of **market value** or \$10,000 per **vehicle**. An excess of \$1,000 per item will apply.

### Age/inexperience excess

- a) An additional excess of \$500 applies in addition to the excess noted on **your Certificate of Insurance** if the person driving or operating or in charge of **your vehicle** at the time of the loss or damage is:
  - i. Under 19 years of age;
  - ii. 19 years of age or over and has held a driver's licence for less than two years; or
  - iii. Licensed for less than two consecutive years following re-issue or reinstatement of a driver's licence after its cancellation or suspension.

### Motor vehicle no claims bonus/loading

- a) When calculating the premium for **motor vehicle**, a discount or loading may apply on each individual **motor vehicle** depending on **your claims** history.
- b) For each **claims free policy period you** will accumulate a discount off **your motor vehicle** insurance premium up to a maximum amount. Premiums are calculated prior to a discount being applied. If **you** make a **claim** and **you** are at fault, the discount or loading in relation to that **motor vehicle** will change, or may be removed, when **you** renew **your policy**.
- c) If another **driver** is entirely responsible for the loss or damage, there will be no reduction in discount applied at the next renewal of the **policy**. **You** will need to provide **us** with full details of the other **driver**.

### Farming equipment no claims bonus

- a) **We** grant a discount on the premium for each item of **farming equipment** that has been insured with **us** constantly during the **policy period** before the renewal date. The reduction in discount applies at the next renewal of **your policy**.
- b) The discount is dependent upon the number of consecutive **claim free policy periods**.
- c) If the other **driver** is entirely responsible for the loss or damage, there will be no reduction in discount applied at the next renewal. **You** will need to provide **us** with full details of the other **driver**.
- d) If after cancellation of the cover for an **insured item of farming equipment**, a similar piece of **farming equipment** intended as a **replacement** is insured with **us** within thirty days, the discount percentage will be continued for the new piece of **farming equipment**.

## 4.6 Additional exclusions

### What you are not insured for

Unless otherwise expressly provided, **you** 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) **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 **farming equipment** was taken without **your** consent.
- d) **Your vehicle** being used for any experiment, test or trial, other than for resale purposes on public roads;
- e) **Your vehicle** being prepared for or involved in racing, speed testing, speed trial, pace making, reliability trial, stunt, rallying or motor sport activities;
- f) **Your vehicle** being used to carry a load or passengers in excess of that for which it was designed, registered or licensed to;
- g) **Your vehicle** being used for improper use:
  - i. This exclusion does not apply to the extent that **your farming equipment** is insured for optional cover - Overloading or Improper use in this Category.
- h) **Your vehicle** towing another **vehicle** unless:
  - i. **Your vehicle** tows the other **vehicle** as a kind turn;
  - ii. The **vehicle** being towed is a **trailer**;
  - iii. The weight is within the towing capacity of **your vehicle** and compliant with legislation; or
  - iv. Towing is a normal occurrence under the business activity **you** have declared and the towing is performed in the normal course of **your** operations.
- i) **You** or the **driver** being charged with an adverse legal finding and being fined in relation to being under the influence or impaired by any drug or alcohol;
- j) **You** or the **driver** failing to supply blood or breath sample as required by the law;
- k) **You** or the **driver** failing to stop or remain at the scene following an accident as prescribed by law;
- l) 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 **you** or the **driver**;
- m) **Personal injury**:
  - i. This exclusion does not apply to an **unregistered vehicle**.
- n) Loss of use or depreciation of **your vehicle**;
- o) Any structural failure, wear and tear, rust or corrosion unless **you** could not have reasonably known of the increased risk associated with the condition of the **vehicle**:
  - i. **We** will not pay for the individual item or part that caused the loss or damage.
- q) **Mechanical breakdown** or **mechanical defect**, electrical, electronic or hydraulic breakdown failure or breakage or faulty design or workmanship or defect:
  - i. This exclusion does not apply to loss or damage to **your farming equipment** to the extent that it is insured under Optional Insurance - **Mechanical Breakdown**;
  - ii. This exclusion does not apply to the legal liability cover provided under One Star Cover provided that the **vehicle** has been maintained in accordance with the manufacturer's specifications and requirements.
- r) Loss or damage to tyres of **your vehicle** 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;
- u) Vibration or the weight of **your vehicle** and its load;

- v) Any loss or damage as a result of fuel that has been contaminated due to the gradual deterioration, wear and tear or lack of maintenance of the **vehicle** or **your** other property such as fuel tanks or equipment; or
- w) Any loss or damage as a result of a type of fuel that is not intended for the specific make and model of **your vehicle**;
- x) **Vintage, veteran** or classic **vehicles** are not covered under this **policy**;
- y) Any loss or damage to **your** vehicle accessories, except for those listed on **your Certificate of Insurance**, or those accessories that are covered under Additional Benefit – Damage to Accessories.



## CATEGORY FIVE LIABILITY

### 5.1 What you are insured for

#### ★ One Star Cover

- a) **You** are insured for **your** legal liability (including **public liability** and **product liability**) for a **claim** for compensation for **personal injury** or **property loss** if the **claim** is made against **you**:
- In connection with the business activity noted on **your Certificate of Insurance**; or
  - As a private person.
- but only when:
- The **personal injury** or **property loss** arises from an **accidental event**;
  - The **claim** is first made against **you** during the **policy period**;
  - The **claim** arises from an **event** occurring on or after the **commencement date** or any **retroactive date** noted on **your Certificate of Insurance**, whichever is the earlier;
  - The **event** occurred within Australia; and
  - You** notify **us** about the **claim** in writing during the **policy period**.
- b) **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.
- c) **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:

- a) **You** are insured on the same terms as under One Star Cover other than a) vi, if the **accidental event** giving rise to **your** 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 **claim** for compensation is made, and any proceedings brought, in Australia.
- b) Notwithstanding 5.6 Additional Exclusion o), in this Category, but subject to the same terms as under One Star Cover **you** are insured for **your** legal liability for a **claim** for compensation for **personal injury** or **property loss** that arises from **accidental pollution** but not for a **claim** that arises directly or indirectly from:
- Gradual **pollution**; or
  - Pollution** occurring outside Australia;
- we** will also pay **clean-up** costs arising from **accidental pollution**.

#### ★★★ Three Star Cover

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

- a) For **your product liability** for **product** exported from Australia, **you** are also insured on the same terms as under One Star Cover other than a) vi and c), if the **event** occurred or the **claim** is brought against **you** anywhere in the world except in the United States of America or in Canada or in any of their respective territories or the **claim** 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.

## 5.2 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

- a) Notwithstanding 5.6 Additional Exclusion r) in this Category, **you** are insured on the same terms as under One Star Cover against **your** legal liability for a **claim** for compensation for loss of property in **your** physical or legal control that **you** do not own, lease or rent and, in the case of **vehicles**, that **you** are not using. The maximum **we** will pay under this cover is \$250,000 or the lower amount noted on **your Certificate of Insurance** for this cover. Where no limit is explicitly noted, then there is no cover for items in **your** custody, care and control.

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

- a) For **your product liability** for **product** exported from Australia, **you** are also insured if the **event** occurred or the **claim** is brought against **you** in the United States of America or in Canada or in any of their respective territories. **We** will pay up to the amount of the insured sum for this item noted on **your Certificate of Insurance**.

### Airstrip

- a) Notwithstanding 5.6 Additional Exclusion e) in this Category, **you** are insured on the same terms as under One Star Cover for **your** legal liability for a **claim** for compensation for **personal injury** or **property loss** that arises from an **accidental event** in connection with **your** ownership, maintenance, possession, operation, use or legal control of any **aircraft** landing area including any area on which **aircraft** take off, are housed, maintained or operated.

### Labour hire

- a) Notwithstanding 5.6 Additional Exclusion k) and l) in this Category, **you** are insured on the same terms as under One Star Cover for **your** legal liability for a **claim** for compensation for **personal injury** to a worker hired by or seconded to **you** but only if the worker is hired or seconded through a labour hire company that is a member of a licensed labour hire company or equivalent State or territory legislation and compliant with the Modern Slavery Act 2018 (Cth). Where such legislation does not apply (for example it had not been enacted at the relevant time), **we** will provide cover only if the labour hire company is a member of the Recruitment and Consulting Services Association Australia and New Zealand. It is **your** responsibility to ensure that the labour hire company being used meets one of these two criteria. For the avoidance of doubt, no cover is granted for labour hire in any other circumstance.
- b) **We** will not pay for a **claim** for compensation for **personal injury** to any person to whom benefits are payable by **you** under any workers compensation or equivalent scheme.
- c) The maximum amount that **we** will pay under this option in respect of all **claims** during any one **policy period** is limited to:
  - i. \$500,000 including claimant's legal costs; and
  - ii. \$75,000 for legal costs that **we** incur on **your** behalf for the defence of any **claim** under this extension.
- d) Each **claim** 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

- a) Notwithstanding 5.6 Additional Exclusion e) in this Category, **you** are insured on the same terms as under One Star Cover for **your** legal liability for a **claim** for **property loss** which arises out of any application of chemicals from an **aircraft** conducted by an aerial spray contractor who is a member of the Aerial Application Association of Australia engaged by **you** and on **your** behalf, but only when:
  - i. The **aircraft** used is not owned or operated by **you, your employees** or in **your** physical or legal care, custody or control;
  - ii. The chemicals are applied in connection with or support of **your** agricultural activities at a **risk address** noted on **your Certificate of Insurance** or as specifically noted on **your Certificate of Insurance**;
  - iii. **You, your** family member or **your employees** do not perform the aerial spraying of the chemicals; and
  - iv. **You** do not own, operate or have any interest in the business of the aerial spray contractor.
- b) Notwithstanding the insured sum noted on **your Certificate of Insurance** the maximum amount that **we** will pay under this aerial spraying option for all **claims** during any one **policy period** is:
  - i. \$100,000 including claimant's legal costs for damage to a cotton **outdoor crop**;
  - ii. \$500,000 including claimant's legal costs for damage to a crop other than cotton; and
  - iii. \$75,000 for legal costs that **we** incur on **your** behalf for the defence of any **claim** under this aerial spraying option.
- c) Each **outdoor crop** damage **claim** under this aerial spraying option will be subject to an excess of \$25,000. Legal defence costs are not subject to an excess.

### Contract spraying

- a) Notwithstanding 5.6 Additional Exclusion x) in this Category, **you** are insured on the same terms as under One Star Cover for **your** legal liability for a **claim** for compensation for **personal injury** or **property loss** that arises from an **accidental event** in connection with **your** contract spraying activities (but not spraying from **aircraft**) provided that **you** have the appropriate licence(s) in place at the time of the **event**.
- b) Each **outdoor crop** damage **claim** under this contract spraying option will be subject to an excess of \$25,000.
- c) Legal defence costs are not subject to an excess.

## 5.3 Additional benefits

Note: Additional benefits form part of the limit of indemnity noted on **your Certificate of Insurance**:

### Drone liability

- a) **You** are insured for **your** legal liability or legal costs for any **claim** that arises directly or indirectly from or in connection with **your** use of a **drone**.
- b) **You** are not insured if **you**:
  - i. Use a **drone** for anything other than an agricultural related activity related to **your** business;
  - ii. Fly a **drone** at night or outside **your** line of sight;
  - iii. Fly a **drone** higher than 120m and/or within 5.5km of an airfield and/or highly populated areas including but not limited to public roads, concerts & sporting **events**;
  - iv. Use a **drone** for any activity for which **you** will receive reward or payment;
  - v. Use a **drone** for recreational purposes; or
  - vi. Do not comply with all relevant laws and regulations for **drones** as mandated by the Civil Aviation Safety Authority of Australia.

### Claim mitigation costs

- a) **You** are insured for **your costs** incurred with **our** prior written consent in order to prevent or minimise the risk of a **claim** that is or would be covered under this **policy**.
- b) **You** are not insured for **your** loss of earnings, overheads, **employee** remuneration or management time.
- c) **We** will pay up to \$50,000 for any one **event**.

### First aid expenses

- a) **You** are insured for **your costs** of providing first aid to, or arranging medical evacuation of, others who sustain **personal injury** while at the **risk address**.
- b) **You** are not insured for **your** liability to pay medical expenses to a third party in respect of a medical professional service.
- c) **We** will pay up to \$50,000 for this benefit.
- d) No excess is applicable when **you** make a **claim** under this additional benefit.

### Continuity of cover

- a) Notwithstanding 5.6 Additional Exclusion a) and b) in this Category, **you** are insured for **your** legal liability for a **claim** for **personal injury** or **property loss** and for legal costs in accordance with the terms of this **policy** if the **claim** for which **you** seek indemnity is:
  - i. A **claim** that **you** knew about before this **policy** began, or that a reasonable person in **your** position would have known about before this **policy** began, or
  - ii. If the **claim** arises out of an **event** that **you** or a reasonable person in **your** position would have thought before this **policy** began might result in a **claim** that may be covered by this **policy**, provided that:
    - There has been no fraudulent non-disclosure or misrepresentation by **you** in respect of the **claim** or **event**,
    - **You** do not seek indemnity under more than one **policy** issued by **us**,
    - If the **claim** or **event** had been notified under the **policy** in force at the time of the **claim** or **event**, **you** would have been entitled to indemnity under that **policy**.

### Run off cover

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

## 5.4 What we will pay

- a) For all **product liability claims** in any one **policy period**, **we** will pay up to the limit of indemnity noted on **your Certificate of Insurance** (including claimant's costs and defence costs).
- b) For all other **claims**, **we** will pay up to the limit of indemnity noted on **your Certificate of Insurance** for any one **claim** or for a series of **claims** arising directly or indirectly from the same **event** (including claimant's costs and defence costs).

## 5.5 Additional conditions

The following additional conditions apply to Category Five - Liability.

### Claims made

- a) Insurance under this Category is provided on a **claims** made and notified basis. This means that the Category provides cover only
  - i. For those **claims** first made against **you** and notified to **us** during the **policy period**
    - Unless the additional benefits for continuity of cover or for run off cover apply.
  - ii. For a **claim** that arises from an **event** occurring on or after the **commencement date** or any **retroactive date** noted on **your Certificate of Insurance**, whichever is the earlier.
- b) Insurance under this category does not provide cover if the **claim** for which **you** seek indemnity is
  - i. A **claim** that **you** knew about before the **policy period** began,
  - ii. A **claim** that a similar reasonable person in **your** position would have known about before the **policy period** began.
- c) Where **you** give notice in writing to **us** of any facts that might give rise to a **claim** against **you** as soon as reasonably practicable after **you** become aware of those facts but before the expiry of the **policy period**, **you** may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any **claim** subsequently made against **you** arising from those facts notwithstanding that the **claim** is made after the expiry of the **policy period**. Any such rights arise under the legislation only. The terms of the **policy** and the effect of the **policy** is that **you** are not covered under this Category for **claims** made against **you** after the expiry of the **policy period** unless Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies or the additional benefits for Run Off cover apply.
- d) **You** are only insured under this Category for **claims** made against **you** and notified to **us** in writing during the **policy period**.

### Notification

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

### Defence and settlement

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

### Cross liability

- a) 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 **policy** had been issued to each separate person or entity except that where a **claim** is made against more than one entity or person insured, this will not operate to increase the total amount payable by **us** under this **policy**.

### Reinstatement of limit of indemnity

- a) If the limit of indemnity noted on **your Certificate of Insurance** is exhausted by **claims** (other than **product liability claims**) which **we** have agreed to pay, **we** will automatically reinstate the limit of indemnity. No additional premium will be payable.
- b) The reinstated limit of indemnity will not apply to a **claim** which **we** had agreed to pay before reinstatement nor to any other **claim** that is based upon, connected to or arises out of such a **claim**.
- c) This reinstatement does not apply to **product liability claims**.

## 5.6 Additional exclusions

### What you are not insured for

**You** are not insured for **your** legal liability or legal costs if the **claim** for which **you** seek indemnity is:

- a) A **claim** that **you** knew about before this **policy** began, or that a person in **your** position would have known about before this **policy** began, or
- b) If the **claim** arises out of an **event** that **you** or a person in **your** position would have thought before this **policy** began might result in a **claim** that may be covered by this **policy**.

Unless otherwise expressly stated, **you** are not insured for **your** legal liability or legal costs for any **claim** that arises directly or indirectly from or in connection with:

- c) Substances being applied by an **aircraft** to the land and anything growing on the land;
- d) 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 **you** under a warranty of fitness or quality implied by law for **your products**; or
  - iii. Specifically agreed by notifying **us**.
- e) **Your** ownership, maintenance, possession, operation, use or legal control of any **aircraft** landing area including any area on which **aircraft** 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 **your Certificate of Insurance**;
- f) **Your** ownership, maintenance, possession, operation, use or legal control of any:
  - i. **Aircraft**;
  - ii. **Vehicle**; or
  - iii. Watercraft greater than eight metres in length;
- g) Assault or battery committed by **you** or at **your** direction, unless reasonably necessary for the protection of people or property;
- h) Liability imposed by any workers compensation law;
- i) 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;
- j) The employment or prospective employment of any past, present or prospective **employee**;
- k) **Property loss** to property:
  - i. Which belongs to a member of **your** family; or
  - ii. Which belongs to **your employee** if the loss or damage occurs in the course of their employment;
- l) **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. **Your** hired or seconded workers from a labour hire company unless the labour hire option is noted on **your Certificate of Insurance** and **you** are compliant with the terms and conditions as set out in that option;
- m) Any failure to perform obligations within any agreed time period, including but not limited to any delay or failure to deliver a **product** or perform work within an agreed time;
- n) The failure of **your products** or work performed by **you** or on **your** behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**:
  - i. This exclusion does not apply to the loss of use of other tangible property resulting from **accidental** physical damage to or destruction of **your products** after such **products** has been put into use by any person or organisation other than **you**;
- o) The discharge, seepage, dispersal, release or escape of **pollution** and the cost of removing, nullifying, cleaning up, testing, monitoring, treating, neutralising or detoxification of **pollution**:
  - i. This exclusion does not apply to **accidental pollution** if **your Certificate of Insurance** shows **you** have Two Star or Three Star Cover;
- p) The removal, withdrawal, inspection, repair, reconditioning, **replacement** or loss of use of **your products** or any property of which such **products** form a part, if they are withdrawn from the market or from use because of any known or suspected defect or deficiency in them;
- q) Loss or damage to property which is owned, leased or rented by **you**;
- r) Property in **your** physical or legal control. This exclusion does not apply if items in **your** custody, care and control option are noted on **your Certificate of Insurance**;
- s) 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;
- t) The use or storage of guns or hunting without the appropriate licence or licences;
- u) **Personal injury** caused by and/or arising from **your** sexual behaviour or behaviour with sexual overtones of any nature whatsoever;
- v) Non-compliance with a commitment to administer pesticides or doing so too late;
- w) Erecting, demolishing, altering or adding to a **building** or structure if the value of the erection, alteration or addition of the **building** or structure when finished or the **replacement** value of the **building** or structure before demolition will be more than \$50,000 if **you** have One Star Cover, \$250,000 if **you** have Two Star Cover or \$1,000,000 if **you** have Three Star Cover;
- x) Contract spraying activities:
  - i. This exclusion does not apply if the contract spraying option is noted on **your Certificate of Insurance**;
- y) Horse riding activities that are conducted for reward or payment; and organising or running of any equine **events** including, but not limited to, any activity associated with breaking, breeding, racing and training of horses; and
- z) Third party public for fruit picking or public farm tours.

## DEFINITIONS

**Accidental** means sudden, unintended and unforeseen.

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

**Agistment cost** means costs that **you** incur to remove **livestock** to an **agistment** property and return them to the **risk address** and to purchase fodder and hand feed **livestock** at the **risk address** if **livestock** are not agisted.

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

**Aircraft** means any airplane, spacecraft, model airplane, sail plane, target airplane, glider, hang glider, cable plane, airship, model rocket and **drone** or balloon with a diameter of over one metre when it is completely filled.

**Animal disease** means a disease or period of sickness affecting the body or mind of **livestock** caused by something other than an accident, aging or wear and tear.

**Appliances and devices** means electrical and mechanical machinery, boilers and pressure vessels including electronic and other integral parts of the insured machinery. **Appliances and devices** does not mean portable computers, mobile phones, satellite phones or GPS-devices.

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

- Growing medium;
- Staking equipment;
- Pots;
- **Indoor crop** protection **products**; and
- All comparable **products** according to **nature** and type.

**Base premium** means the premium before **we** apply any applicable federal, state or territory levies and taxes.

**Base premium** can be used interchangeably with net premium.

**Boiler system** means the system for heat provision which is set up in a separate area at the **risk address**. This system consists of: boiler, smoke condenser, burner, gastrain, distribution piece, overpressure system, central CO<sub>2</sub> dosing system, accompanying electrical system, control device, chimney, steam fittings, pipes and tarpaulin. The **boiler system** does not include fuel tank, heat storage tank and stone chimney.

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

**Building** means any structure enclosed within exterior walls or a roof, including foundations and basement.

**Buildings** include all attached apparatus, equipment and fixtures that cannot be removed without cutting into ceilings, floors or walls and are shown as an item on **your Certificate of Insurance**. **Buildings** include a **glasshouse** and a **greenhouse**. **Building** does not include property and terrain boundaries or grounds and areas.

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

**Catastrophe** 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 **necessary slaughter** within 12 months from the first death or **necessary slaughter** with a direct connection between the observed phenomena will be deemed to be one **catastrophe**.

**Cattle** means:

- Beef cattle;
- Bullocks;
- Bulls;
- Calves;
- Milking cows;
- Steers/oxen;
- Heifers; and
- Dry cows;

with the exception of **stud stock**.

**Certificate of Insurance** means the document **we** provide to **you** which forms part of **your policy** and shows **your policy** number, the covers **you** have selected, the premium **you** have to pay, the excesses that may apply, the limits that may apply and any special terms.

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

**Claim** means a request made by **you** to **us** to pay **you** under the terms of **your policy** or a demand made either in writing or verbally to **you** 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 of the **policy** taken out by **you** with **us**.

**Consumer insurance contract** is an insurance contract which is obtained wholly or predominantly for the insured's personal, domestic or household purposes.

**Contaminated feed** means substances contaminating animal feed which can threaten human or animal health. These include:

- toxic or deleterious substances that are inherent constituents of an animal food and that are not the result of environmental, agricultural, industrial or other contamination such as certain mycotoxins like aflatoxin and fumonisin, glucosinolates, and heavy metals such as lead and cadmium;
- contaminants that are the result of industrial toxic or deleterious substances which are increased to abnormal levels in the animal food through mishandling or other intervening acts such as polychlorinated biphenyls (PCBs) and certain pesticides, like DDT (1,1'-(2,2,2-Trichloroethylidene)bis[4-chlorobenzene]).

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

**Cultivation plan** means the record per **indoor crop** of the surface area, the name of the **indoor crop** to be cultivated, the cultivation period, the insured sum, the desired coverage and the **risk address**. Consecutive cultivations on the same plot are recorded separately.

**Damage prevention** means costs that are directly related to preventing or limiting imminent danger of damage to **your insured item**.

**Driver** means a person who drives and is in charge of a **vehicle** with consent from **you**.

**Drone** means an unmanned aerial **vehicle** weighing no more than 25kg.

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

**Employee** means any person whose work or service is directed and controlled by **you** under a contract of service or apprenticeship with **you**. An **employee** includes a worker hired by or seconded to **you**.

**Enclosure value** for a **glasshouse** or a **greenhouse** is noted on **your Certificate of Insurance**, and is the agreed amount per square metre for:

- Glass, synthetic sheets or synthetic foil based on the price for the material;
- The costs for **clean-up** and transporting glass, synthetic sheets or synthetic foil; and/or
- The placement costs and materials.

**Exhaust gas treatment system** means the system connected to or forming part of the **CHP-system**, which cleans gases from the **CHP-system**, so that it can be used for CO<sup>2</sup> fertilisation of **indoor crop**. The system consists of: treatment system and urea stock, electrical cabling, measuring, regulating and security equipment, clamps and other accessories for the functioning of the system.

**Event** 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 fire, flood, storm or tropical cyclone** occurring during each period of 72 consecutive hours will be considered one **event**.

**Farming equipment** means any self-propelled, **trailed**, or mounted farm implement used for agricultural activities and noted as an **Insured item** on **your Certificate of Insurance**. It also includes any standard attachments, implements, accessories or spare parts supplied by the manufacturer, or fitted at the time the **farming equipment** was newly purchased. Other accessories are covered when noted on **your Certificate of Insurance**. **Farming equipment** does not include:

- Sedans, Vans, Utility or Passenger Vehicles
- Trucks, Prime Movers and their attached **trailers**
- Refrigerated Trucks, Vans or **Trailers**
- Motor Bikes and Quad Bikes
- Caravans and Campers

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

**Fire** means **fire** outside a fireplace or caused by burning, accompanied by flames and that is capable of growing on its own account. **Fire** does not include scorching, singeing, melting or charring where the damage is not caused by flames. **Fire** does not include burning out of electrical equipment and engines, overheating, breakdowns of ovens or boilers.

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

**Freezing** 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.

**Functional interior** means all non-portable machinery and equipment that is situated in or at the **building** for the execution of agricultural activities. Stand-alone computer equipment and software are not part of the **functional interior**. The insured sum for the **functional interior** is included in the insured sum for the **building on your Certificate of Insurance**. The **functional interior** can be temporarily located in one of the other **building** at the **risk address**.

**Genetically Modified Organism (GMO)** means **organisms**, precursors of **organisms**, or parts of **organisms** 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.

**Glasshouse** means a structure of which the facades and cover mainly consist of translucent glass material. A **glasshouse** consists of the 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 **water storage** area or the connection to the sewer system and the **functional interior**, unless otherwise noted on **your Certificate of Insurance**. The foundations as well as the piles are also part of the **glasshouse**, unless otherwise noted on **your Certificate of Insurance**.

**Greenhouse** means a structure of which the facades and roof mainly consist of translucent materials other than glass. A **greenhouse** consists of the 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 **water storage** area or the connection to the sewer system and the **functional interior**, unless otherwise noted on **your Certificate of Insurance**. The foundations as well as the piles are also part of the **greenhouse**, unless otherwise noted on **your Certificate of Insurance**.

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

**Guarantee against Underinsurance** means the cost to repair or replace an **insured item** to the same condition as when it was new.

**Hail** means precipitation in the form of balls, pellets or particles of ice.

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

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

- Money;
- **Vehicles**, but **household effects** do include mopeds and power assisted cycles with capacity below maximum power output of 25km/hr, electric wheelchairs, mobility scooters, lawn-mowers, **trailers**, caravans and boats where the **market value** is less than \$2,000; and
- Software used for business purposes;
- **Valuable items** unless specified on **your Certificate of Insurance**.

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

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

**Indemnity value** 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 **products** that are cultivated in **glasshouse** or **greenhouse**. It also means plant material, annual planting material, **perennial planting material** which is sold with the end **product** and the **auxiliary products** which are cultivated at the **risk address**. **Perennial planting material** which is not sold with the end **product** is only part of **indoor crop** if it is noted separately on **your Certificate of Insurance**.

**Insured loss** means loss or damage covered under **your policy** for which **we** have agreed to provide indemnity.

**Insured item** means the items described on **your Certificate of Insurance** with the usually included parts, accessories and tools.

**Inventory** means **household effects** and everything that serves the function of **your** agricultural activities and is shown as an item on **your Certificate of Insurance** but does not include:

- Money;
- **Vehicles** (except if included in **household effects**);
- Software, administrative, accounting and technical information;
- **Buildings**; and
- **Indoor crop**.

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

- The connection between the **lightning strike** and the damage is plausible;
- There is visible evidence of the **lightning strike** at or in the immediate vicinity of the **risk address**.

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 **lightning strike** and the damage;

- The electrical or electronic equipment was located in or at a **building** at the time of the **lightning strike**;
- Tracks of a direct impact are found in or at this **building** after the **lightning strike**, or these tracks are found in or on another **building** at the same **risk address** as the **building** where the electrical or electronic equipment was located, provided this other **building** is not more than one kilometre away from the **building** 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 **building** during impact, the tracks of direct impact need to be discovered on the electrical or electronic equipment.

**Livestock** means any animal noted as an **insured item** on **your Certificate of Insurance**.

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

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

**Market value** means the price at which an asset would trade in a competitive market as determined by **us**. **We** will use tools available at **our** discretion to determine this value.

**Mechanical breakdown** 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 **mechanical defect**.

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

**Minor damage** means damage that does not impact the lifetime or functionality of the **insured item** such as fading, scratching, denting or discoloration.

**Motor vehicle** means any 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.

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

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

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

**Organism** 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**.

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

**Personal injury** means the following:

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

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

**Policy** means this **PDS, your Certificate of Insurance, your** Proposal Form, **your** Quotation and **your** Acceptance Form.

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

**Pollution** means damage or loss arising from the discharge, dispersal, release or escape of smoke, vapors, 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.

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

**Product Disclosure Statement (PDS)** means a document which outlines the covers, conditions and exclusions of an insurance **policy**. The **PDS** forms part of **your policy**.

**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.

**Public liability** means legal liability for **property loss** or **personal injury** that does not arise out of **your products**.

**Rate of gross profit** means the amount earned on **turnover** during the financial year immediately before the date of the **insured loss**.

**Reinstatement value** means the cost to repair or replace an **insured item** to the same condition as when it was new limited by the insured sum of that item as noted on the **Certificate of Insurance**.

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

**Retroactive date** means the date **we** first provided liability cover and may be noted on **your Certificate of Insurance**.

**Risk address** means the individual parcel or contiguous parcels of land noted on **your Certificate of Insurance** for any **insured item**.

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

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

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

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

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

**Stud stock** means any of the following animals older than six months retained for breeding and noted as an **Insured item** on **your Certificate of Insurance**:

- Bulls not older than seven years;
- Cows not older than seven years;
- Ewes not older than four years;
- Rams not older than four years.

**Subterranean fire** means **fire** existing, situated, or operating below the surface of the earth.

**Supplementary Product Disclosure Statement (SPDS)** means a document that **we** may send to **you** that describes any change or addition to **your Product Disclosure Statement (PDS)**.

**Tenant's interest** means:

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

**Terrorism** 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:

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

**Total annual premium** means the premium **we** charge for the **policy period** including any applicable federal, state or territory levies and taxes.

**Total loss** means:

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

**Trailer** means:

- For **farming equipment** a wagon or tool connected to a piece of **farming equipment**; or
- For **motor vehicle** a camper, caravan, or tool, irrespective of the number of wheels and only if this is connected to a **vehicle**.

**Transit** means the transportation of items from one place to another. **Transit** includes the loading and unloading of the means of transport.

**Tropical cyclone** 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.

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

**Unspecified vehicle** means any non-road registered or **unregistered vehicle** or mounted equipment including motor-bikes, ATV's and quad bikes. For the avoidance of doubt, a registered **vehicle** cannot be an **unspecified vehicle**. There is a maximum per item payment of \$10,000 for any single **unspecified vehicle**.

**Unregistered vehicle** means any **vehicle** 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.

**Valuable items** include jewellery, gold or silver objects, watches, photographic/video equipment, hearing aids, works of art, musical instruments, pictures, paintings, curiosa or collections of any kind exceeding \$5,000 per item, pair, set or collection

**Vehicle** means any **motor vehicle, unspecified vehicle, unregistered vehicle, farming equipment** or **trailer** shown as an item on **your Certificate of Insurance**.

**Vehicle glass** means all **vehicle** windows and windscreens made of glass. It does not include sunroofs or aftermarket tinting.

**Vintage** or **veteran vehicles** are **vehicles** that are built before 1930 or have a relevant club registration.

**Water storage** 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 **indoor crop**. It does not include fertiliser containers.

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

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

**We/our/us** is referring to Achmea Australia, the Australian branch of Achmea Schadeverzekeringen N.V. ABN 86 158 237 702, AFSL No. 433984.

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

- Category Four – **Vehicles**:
  - the owner, the possessor, the keeper, the manager, and the passenger of the **vehicle**;
  - the person who has commissioned the execution of the paid activities in the rural sector, where the activities are executed with a piece of **farming equipment**; and
  - the person, not the **driver**, who operates the piece of **farming equipment** or a piece of **farming equipment** connected to this or built on this with consent from an authorised person.
- Category Five – Liability as a private person:
  - **your** spouse or defacto;
  - the people who live with **you** as a family;
  - **your**/their minors, including **your**/their foster children and stepchildren;
  - **your**/their adult unmarried children, including **your**/their adult foster children and stepchildren who live with **you**/them or who do not live at home whilst studying;
  - **your**/their grandparents, parents, in-laws, unmarried blood relatives and relations who live with **you**/them; and
  - **your**/their domestic **employees**, insofar as the liability is related to their activities for the benefit of **you**.
- Category Five – Liability in connection with the business activity noted on **your Certificate of Insurance**:
  - **your employees** if and insofar as **you** are also liable for the business activity noted on **your Certificate of Insurance**;
  - **your** household members and family members, if and insofar as they perform activities for **you** that fall within the business activities noted on **your Certificate of Insurance**;
  - volunteers, work experience students or other unpaid workers; and
  - 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 **your Certificate of Insurance**.

The information contained in this document was prepared on 20 September 2021. The information in this PDS is current as at that date. From time to time, **we** may include more up to date information in this PDS that is not materially adverse without notifying **you**. **You** can get more up to date information by calling **us** on 1800 724 214 or visiting the website [www.achmea.com.au](http://www.achmea.com.au). When required, **we** will issue **you** with a supplementary PDS or replacement PDS.

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# Keeping farmers farming



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