







## Farm Fleet Insurance

Product Disclosure Statement

29 October 2024



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Product Disclosure Statement (PDS)

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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 a sustainable future for agricultural communities.

Achmea Australia
PO Box H359
Australia Square NSW 1215
1800 724 214
info@achmea.com.au
www.achmea.com.au

## 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 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 needs. If **you** are uncertain about any aspect of this **PDS**, please do not hesitate to contact **us** at 1800 724 214 or info@achmea.com.au.

## STEP 1

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







## STEP 2

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



## 3 Repairs, Repairer Choice, and Parts Policy

You have the option to choose a repairer, we can assist you in finding a suitable repairer or in some instances recommend one for you. If we do not accept your selected repairer, we will work with you to choose an alternative repairer that we both agree on.

Your vehicle must be made available for us to inspect. We will only take responsibility for repairs carried out with our written authorisation

When **your vehicle** is repaired, the repairer may use reusable parts or parts not manufactured by the vehicle's original supplier, provided they:

- are appropriate for the vehicle's age and condition;
- do not compromise the safety or structural integrity of the **vehicle**;
- meet the vehicle manufacturer's specifications and relevant Australian Design Rules;
- do not negatively impact the vehicle's appearance post-repair; and
- do not invalidate or interfere with the manufacturer's warranty.

For certain repairs, such as windscreen replacements, **we** may recommend or engage a specialist service provider. **We** guarantee the workmanship of any repairs authorised by us.

This guarantee lasts for the lifetime of the **vehicle** and is in addition to any statutory rights **you** have against the repairer, as well as any warranties directly from them. Wear and tear are not covered under this guarantee. **We** guarantee all materials and workmanship on repairs that we authorise for as long as **you** own or lease **your vehicle**. This guarantee is not transferable. If **we** determine that repairs we authorised are defective, **we** will arrange for the necessary corrections at no cost to **you**, provided **you** give **us** the opportunity to inspect the **vehicle** beforehand.

## 4 General advice warning

We will give you factual information about the insurance policy we issue to assist you in deciding whether the product is suitable for you. We will typically also 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.

### 5 Your responsibilities

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, vary or reinstate 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.

#### 6 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, less any non-refundable government taxes or duties. This will not apply if **you** make a **claim** within the 21-day cooling off period.

#### 7 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 speaking with us, **your** complaint will be reviewed under **our** Complaint and Internal Dispute Resolution process. **We** will provide **you** with an outcome within 30 days of receipt of **your** complaint.

To lodge a complaint **you** can write, phone or email **us** at:
Internal Dispute Resolution
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 30 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 or contact the Enquiries Line on 1300 363 992.

#### 8 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, if **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** collect, manage, use and disclose **your** personal information and how **you** can access and correct **your** personal information. **You** may access a copy of **our** privacy statement from **our** website www.achmea.com.au/privacy.

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 (if applicable)).
- b) Your premium is calculated based on a number of factors including, but not limited to:
  - i. which level of cover and excess **you** have selected;
  - ii. the type of **vehicles** insured;
  - iii. any optional covers you have chosen;
  - iv. where your vehicles are located;
  - v. the nature of **your** agricultural activity;
  - vi. your claims experience;
  - vii. minimum premiums; and
  - viii. other pricing factors.
- c) Your premium may be adjusted at the end of your policy period if the number of your insured vehicles or the total of their insured sums change, in accordance with the Annual Vehicle Declaration condition on page 24.

### 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 will apply to the **base premium** that **you** are charged for new business or for **your** renewal.

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 an 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 if the instalment remains unpaid for at least one month.

#### 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 sums and any amounts indicated in this policy or on the Certificate of Insurance are inclusive of GST.

## **GENERAL CONDITIONS**

These following conditions apply to your policy.

#### 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 72 hours after the commencement date as noted on your Certificate of Insurance for losses caused by the following perils (to the extent otherwise covered under the policy):
  - i. storm;
  - ii. tropical cyclone;
  - iii. bushfire;
  - iv. flood;
  - v. hail.

This 72-hour waiting period will also apply to losses caused by these perils when **you** amend **your policy** by increasing cover or adding a new item.

- b) For all other insured perils cover will start on the commencement date as noted on the Certificate of Insurance.
- c) The 72-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.

The 72-hour waiting period does not apply for existing insureds where you are replacing a vehicle currently insured by us.

## 2 Policy cancellation

Your policy may be cancelled by:

- a) **You**, at any time, by notifying **us** either over the phone or 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 (Cth), 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 business day after delivery of the notice to **you**, whichever is earlier. **We** will refund the premium paid for the unexpired term of this **policy**.

#### 3 Excess structure

- a) The excess is the first part of any **claim** which **you** must pay. There is an excess for each **vehicle** and other excesses that can apply in particular circumstances, so more than one may apply. The amount of the excess or excesses is the amount shown for each **vehicle** 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) There may be other excesses that apply to an additional benefit and additional conditions or other endorsements and conditions applied to your policy. These excesses, if applicable will be specified in this PDS or noted on your Certificate of Insurance.

### 4 Care and protection

You must take reasonable precautions to prevent personal injury or property loss. This includes protecting and maintaining the vehicles 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, to the extent permitted by law.

#### 5 Alteration to risk

During the policy period, you must notify us as soon as reasonably practicable after you become aware of any of the following:

- 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 a vehicle or the way you use a vehicle; or
- if you start using a vehicle for hire or reward.

When you disclose any of these matters, we may propose a variation to your premium and/or terms of cover or we may cancel your policy. If you fail to notify us of any of the above, we may, at our discretion and subject to applicable law, refuse to pay all or part of a claim and/or cancel your policy.

## 6 Security systems and firefighting equipment

- You must ensure security and monitoring equipment, alarm systems and reporting systems relating to your vehicles and their safe storage are switched on and are tested regularly, at least once a month; and
- b) you must ensure any firefighting equipment in or on the vehicle is in working order, regularly maintained and serviced in accordance with the manufacturer's guidelines.

#### 7 Inspections

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

## 8 Interests of other parties

Lessors, financiers, trustees, owners and all other parties having a legal interest or charge over any of the vehicles insured will only be included as third-party beneficiaries if their interest is noted on your Certificate of Insurance.

## 9 Notices

Any notice we give you will be in writing or by either electronic means or post. 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/or email address as soon as reasonably practicable.

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

### 10 Total Loss

Where there is a total loss of any vehicle insured under this policy, any outstanding premium payments relating to that vehicle will be deducted from the amount otherwise payable. Cover for that vehicle ends upon the date of the event which caused the

#### 11 Your business

Some cover under your policy is limited to 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 as 'Business Activities'.

## 12 Governing law and jurisdiction

Your policy is governed by the Insurance Contracts Act 1984 (Cth). 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**

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

When loss, damage or theft that may be covered by this policy happens, you must:

- a) take all reasonable steps to protect or safeguard your vehicle from further loss, damage or theft;
- b) report the **claim** to **us** as soon as reasonably practicable;
- 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;
- cooperate with us by ensuring you provide all information to us or to the specialist appointed by us as reasonably requested. This may include (but is not limited to); documents, such as receipts, maintenance records, or valuations which may be necessary to adequately assess the claim;
- not do anything that can lead to an acknowledgement of liability;
- notify the police as soon as reasonably practicable in the **event** of a stolen insured **vehicle(s)**; f)
- in case of theft, transfer rights in, to or of the stolen insured item to us if we request this;
- inform us of any other insurance (issued to you or any other person) that, having made all reasonable enquiries, you are aware will or may cover all or part of an insured loss relating to the claim; and
- provide us with any information or assistance we reasonably request to make a claim for contribution from another insurer in relation to the claim.

#### 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

- 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. If you receive any payment in respect of a claim that we have paid, 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.
- You must not do anything which prevents us from recovering funds and you must give us any information or assistance that we reasonably request from you for that purpose.
- We will not pursue a recovery from the driver, the passenger, or the operator of your vehicles provided they have met all obligations under your policy and no exclusion applies.
- 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

- If we arrange for a repairer for your vehicles:
  - we will make reasonable progress payments for amounts as may be agreed upon with you to the repairer and our appointed experts for repairs we approve. Any such payment will be deducted from the amount finally determined upon adjustment of the claim; and
  - the outstanding balance will be paid to the repairer when the repairs have been completed.
- 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 subsequently 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

## **GENERAL EXCLUSIONS**

## 1 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:

- 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 vehicles by or under the order of any federal, state or territory government or public or local authority;
- the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
- the mining, use, storage, handling or transportation of radioactive materials; c)
- the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
- any other operation or process that uses nuclear fission, fusion or radioactive materials; e)
- any act of terrorism as well as any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism:
- where an insured vehicle is lawfully repossessed, confiscated or seized, detained, or requisitioned by a federal, state or g) territory government or volunteer body;
- h) asbestos;
- i) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of electronic
- damage caused by testing or any experimental activities; j)
- k) error in creating, amending, entering, deleting or using electronic data;
- I) any poor workmanship or quality of work;
- damage or liability caused directly or indirectly by blasting or the storage, handling, transport or use of explosives; m)
- 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;
- o) wear and tear arising from depreciation, fading, scratching, gradual deterioration or developing flaws;
- any deliberate, criminal or dishonest acts by you or anyone acting with your knowledge or consent;
- infectious diseases identified by or under the Biosecurity Act 2015 (Cth) or other equivalent state, territory or federal legislation or subsequent legislation that repeals and replaces the Biosecurity Act 2015 (Cth).



## 1.1 What you are insured for



#### TONE Star Cover

- 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:
  - where compulsory insurance is not required by any legislation relating to your unregistered vehicle; and
  - ii. whilst your unregistered vehicle is being used in connection with the business activity noted on your Certificate
- You are insured for accidental loss or damage to your vehicle during the policy period that is caused by or arises from:
  - fire, explosion, self-combustion, short-circuit or lightning strike;
  - ii. storm, tropical cyclone or hail;
  - flood, falling rocks, collapse, landslide, volcanic eruption, earthquake, tsunami or similar natural disasters; iii.
  - an external event to the means of transport during the transit of your vehicle by vehicle, ship, train or aircraft; iv

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.
- You are insured for contamination, loss or damage of your vehicle as a result of the transport of an injured person following an accident or the death of a person in the vehicle:
  - We will pay the cost for cleaning your vehicle or, if necessary, the replacement of the interior.



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.

#### 1.2 Optional insurance and/or benefit

You are only insured for the following optional insurance and/or benefit if they are specifically noted on your Certificate of **Insurance** and **you** have paid the additional premium required.

#### **Claims Experience Discount (CED) Optional Benefit**

Definitions applying to this Optional benefit:

Claims Experience Discount is the amount that we calculate as a rebate and means:

(Final Premium minus total claims) multiplied by the Loss Percentage.

Loss Percentage is shown in your Certificate of Insurance.

Maximum Credit Amount means the Final Premium multiplied by the Maximum Credit Percentage.

Maximum Credit Percentage is shown in your Certificate of Insurance.

Final Premium means the total premium payable by you on the policy to which this optional benefit applies throughout the policy period multiplied by the Premium Adjustment Percentage.

Premium Adjustment Percentage is shown in your Certificate of Insurance.

Total Claims means the total of:

- a) the claims incurred on the policy to which this optional benefit applies; and
- b) what we have allowed as a reserve to pay those claims not yet resolved at the end of the policy period; and
- a further amount of 5% of the total of a) and b) towards claims 'incurred but not yet reported' (IBNR) at the end of the period of insurance. We reserve the right to adjust this IBNR amount and charge additional premium where subsequent claims amounts reported outside the policy period for claims occurring within the policy period, exceed the 5% IBNR allowance.

#### Benefit:

If at the end of this policy period for which this calculation applies, you agree to insure with us for the next policy period, we agree to credit the premium for the next policy period by the Claims Experience Discount (or if the Claims Experience Discount exceeds the Maximum Credit Amount, by the Maximum Credit Amount).

We will calculate the Claims Experience Discount 90 days after the expiry of the policy period to which this optional benefit applies. If the Claims Experience Discount rebate is equal to or less than zero, no reduction will be made to the premium for the new policy period.

If you do not return the Annual Vehicle Declaration or you do not renew your policy, no Claims Experience Discount is payable.

#### An example calculation:

The **Final Premium** paid by you is \$100,000.

Total Claims that we calculate are incurred Claims of \$25,000 plus the reserves on these claims not paid of \$5,000 plus an allowance of 5% of \$30,000 = \$31,500.

Maximum Credit Percentage on the Certificate of Insurance is shown as 15%.

Loss Percentage on the Certificate of Insurance is shown as 50%.

**Premium Adjustment Percentage** is shown as 70%.

The Claims Experience Discount is calculated as Final Premium minus total claims multiplied by Loss Percentage.

So the Claims Experience Discount is  $((\$100,000 \times 70\%) - \$31,500) \times 50\% = \$19,250$ .

The Maximum Credit Amount is calculated as final premium multiplied by the Maximum Credit Percentage.

So the **Maximum Credit Amount** is  $$100,000 \times 15\% = $15,000$ .

As the Claims Experience Discount of \$19,250 is greater than the Maximum Credit Amount of \$15,000, the Claims **Experience Discount** payable to **you** is \$15,000.

This amount will be credited to your new premium for the next policy period if you agree to insure with us for the next policy period.

#### **Hired-In Vehicles**

- Your cover under this policy is extended to vehicles under 2 tonne gross vehicle mass which you hire up to the amount specified in the Certificate of Insurance and a market value of \$200,000 (for loss, damage or theft), provided that this optional benefit cover only applies if:
  - i. you are legally responsible for such loss, damage, theft or liability under the terms of the hire agreement;
  - ii. the hired-in vehicle is of a similar type, nature and use to your vehicles already insured with us; and
  - iii. the hired-in vehicle does not have any material pre-existing faults or defects.
- Subject to (a) above, the cover provided by this optional benefit applies to your hired-in vehicles on the same terms and conditions as apply to your vehicles already insured with us.

Any hired-in vehicle should be included in the Annual Vehicle Declaration.

#### **Reduced Excess for Vehicle Glass Optional Insurance**

- Your cover under this optional insurance is extended to vehicles under 5 tonne gross vehicle mass so that:
  - when the only damage to your vehicle is to vehicle glass we will pay the reasonable cost to repair or replace only the vehicle glass subject to an excess of \$100.
  - ii. You may make one claim for full replacement of vehicle glass in each vehicle in each policy period. Subsequent claims will be treated as a standard vehicle claim and subject to the standard vehicle category excess.

## **Hire Car Following Accident Optional Insurance**

- Your cover under this optional insurance is extended to vehicles under 5 tonne gross vehicle mass so that:
  - if your vehicle is damaged and cannot be safely driven or is being repaired, following an event covered by your policy, we will pay the reasonable cost of a hire vehicle that is a similar make or model to your vehicle (or if a similar make or model is not available an alternative equivalent vehicle).
  - ii. If there are no hire vehicles available within a reasonable distance of your usual place of garaging, then we will pay you the reasonable cost you incur in making alternative travel arrangements.
- The maximum cost we will pay per day and the maximum number of days are shown on your Certificate of Insurance.
- We will pay until the first of these events occurs:
  - i. your vehicle is repaired;
  - ii. we pay your claim for a total loss; or
  - the maximum number of days shown on your Certificate of Insurance has been reached.
- We will not pay for:
  - i. running costs for the hire vehicle (for example, petrol or tolls);
  - ii. any security bond; or
  - any additional hire vehicle costs if the repairs to your vehicle are unreasonably delayed by you or any repairer you appoint or engage.
- You may also utilise this optional cover after the cover provided under Hire of motor vehicle following theft has been exhausted.

#### 1.3 Additional benefits

The following additional benefits apply to each of One, Two and Three Star Cover, and is paid in addition to the insured sum for vehicles.

#### **Additional Vehicles**

- You are automatically insured for any vehicle you purchase during the policy period, provided you acquire an insurable interest in it and the vehicle is worth less than \$500,000 including GST.
- b) Subject to (a) above, the cover provided by this additional benefit applies on the same terms and conditions as apply to your vehicles of a similar nature already insured with us.
- c) The premium will be adjusted at the end of the policy period for any increase or decrease in the insured value and/or number of vehicles, in line with the Annual Vehicle Declaration condition.

#### Damage to cargo being transported

- You are insured for your legal liability for accidental loss or damage to cargo owned by others that you are carrying in or on 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.
- This additional benefit does not apply for agricultural contractors or for riding schools. c)
- We will pay up to \$50,000 for any one event unless a higher amount is shown in your Certificate of Insurance d)
- e) An additional excess of \$1,000 for any one **event** will apply.
- We pay this benefit in addition to your agreed value, market value or the insured sum. f)

#### Damage by cargo you are transporting

- You are insured for your legal liability for accidental loss or damage to property of others due to cargo being carried in or on your vehicle or in or on a vehicle connected to your vehicle falling off.
- You are not insured whilst loading or unloading is taking place.
- **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.
- We pay this benefit in addition to your agreed value, market value or the insured sum.

#### 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) This additional benefit does not apply if at the time of the loss or damage you are acting as an agricultural contractor for payment or reward.
- An additional excess of \$2,500 per event will apply.
- d) The most we will pay is \$1,000,000 for any one event and for any one policy period.
- We pay this benefit in addition to your agreed value, market value or the insured sum.

#### **Emergency mitigation costs**

- 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
  - the towing of your vehicle to the nearest repairer or place of safety, or to any other place approved by us.
- No excess is applicable when you make a claim under this additional benefit.
- We pay this benefit in addition to your agreed value, market value or the insured sum.

#### 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:

- i. returning **you**, the **driver**, and non-paying passengers, to the point of departure or at **your** option, to **your** or the **driver's** destination;
- ii. obtaining overnight accommodation if the journey cannot be completed in the same day as the loss or damage occurs; or
- iii. 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.
- d) We pay this benefit in addition to your agreed value, market value or the insured sum.

#### **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 50% of the total repair costs or \$5,000 whichever is the lesser.
- c) No excess is applicable when **you** make a **claim** under this additional benefit.
- d) We pay this benefit in addition to your agreed value, market value or the insured sum.

#### 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.
- d) We pay this benefit in addition to your agreed value, market value or the insured sum.

#### **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.
- d) We pay this benefit in addition to your agreed value, market value or the insured sum.

#### 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.
- d) We pay this benefit in addition to your agreed value, market value or the insured sum.

#### **Damage to accessories**

- a) Following an insured loss to your vehicle, we will pay the cost to replace or repair your damaged bull bar, spotlights, UHF radio and audio and telecommunication equipment.
- b) You are only insured for audio and telecommunication equipment that is permanently attached to your vehicle.
- 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.

#### **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.
- You are not insured if your legal liability is insured under another insurance policy.
- You are not insured if you do not have legal use of the substitute motor vehicle or if the motor vehicle is owned by you. 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.

The following additional benefits apply to Two and Three Star Cover and is paid in addition to the market value, agreed value or insured sum for vehicles.

#### 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.
- 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.
- 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.
- No excess is applicable when you make a claim under this additional benefit.
- h) We pay this benefit in addition to your agreed value or market value or insured sum for vehicles.

#### Locks/Keys

- a) You are insured if the keys to your vehicle are lost, destroyed or damaged, or you have reasonable 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 and/or for the recoding of your vehicles 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.

### 1.4 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 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, acting reasonably, determine this cost by reference to relevant information including quotes from qualified repairers);
  - ii. the market value of your centre pivot or lateral moving irrigator; or
  - iii. the **insured sum** shown on the **Motor Vehicle Schedule** for **your** centre pivot or lateral moving irrigator, 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.
- b) If the insured loss to your centre pivot or lateral moving irrigator is a total loss, we will pay the lesser of:
  - i. the market value of your centre pivot or lateral moving irrigator; or
  - ii. the **insured sum** shown on the **Motor Vehicle Schedule** for **your** centre pivot or lateral moving irrigator, 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.

#### If your vehicle is repairable

- a) If your vehicle (other than a centre pivot or lateral moving irrigator) 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, acting reasonably, determine this cost by reference to relevant information including quotes from qualified repairers);
  - ii. the market value of your vehicle;
  - iii. the agreed value of your vehicle shown on the Motor Vehicle Schedule; or
  - iv. the insured sum shown on the Motor Vehicle Schedule for your vehicle.
- b) We will not pay more than the amount it would cost you to have your vehicle repaired, the market value, agreed value or insured sum shown on the Motor Vehicle Schedule for your vehicle (whichever is the lesser) for any claim, unless there are costs which are payable under this policy in addition to the market value, agreed value or insured sum shown on the Motor Vehicle Schedule.

#### If your farming equipment is a total loss

- a) If your farming equipment (other than a centre pivot or lateral moving irrigator) 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;
  - 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 12 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. in all other cases, the market value of your farming equipment or the insured sum shown on the Motor Vehicle

    Schedule for your farming equipment, whichever is the lesser, in all other cases.
- b) We will not pay the new value of your farming equipment if it:
  - i. is temporarily replacing an existing farming equipment; or
  - ii. used in contracting activities for payment or 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

- If your motor vehicle or trailer is a total loss, we will pay:
  - 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;
    - 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 \$200,000 including GST at the moment of the loss or damage.
  - The new value of your motor vehicle or trailer, reduced by 1% for every month or part of the month that the age ii. of the vehicle exceeds the period of 12 months if:
    - the motor vehicle or trailer was purchased and insured with us from new;
    - the motor vehicle or trailer is older than 12 months but not older than 36 months when the loss occurred;
    - 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 \$200,000 including GST at the moment of the loss or damage.
  - iii. We will not pay the new value if your motor vehicle or trailer:
    - is temporarily replacing an existing motor vehicle or trailer;
    - 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; or
    - is insured for an agreed value.
- In all other cases:
  - if your motor vehicle or trailer is insured for the market value, we will pay the market value or the insured sum shown on the Motor Vehicle Schedule for your vehicle, whichever is the lesser;
  - if your motor vehicle or trailer is insured for an agreed value we will pay the agreed value; or ii.
  - iii. if your motor vehicle is insured with an insured sum, we will pay the market value or the insured sum shown on the Motor Vehicle Schedule for your vehicle, whichever is the lesser.
- 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

If your vehicle (other than farming equipment, motor vehicle or trailer) is a total loss, we will pay the market value of your vehicle, or the insured sum shown on the Motor Vehicle Schedule for your vehicle, whichever is the lesser.

#### Legal liability

We will not pay more than the limit of indemnity noted on your Certificate of Insurance for any one event.

#### 1.5 Additional excesses

## **Tipping Excess**

a) If **your vehicle** has tipping mechanisms and damage occurs or liability is incurred whilst the tipping mechanism is being operated and was fully or partially elevated, then all excesses applicable to the **claim** are doubled in monetary amount.

#### **Outside of Radius Excess**

- a) This excess applies to articulated **motor vehicles** and **trailers** with a gross vehicle mass or gross combination mass greater than 12,000 kilograms.
- b) If, at the time of an accident, your motor vehicle or trailer is outside:
  - i. a radius of 250 kilometres; or
  - ii. the radius shown in your Certificate of Insurance,

from your risk address, then an additional excess will apply to your claim.

- c) The outside of radius excess is:
  - i. the same as the amount of your standard excess; or
  - ii. \$5,000,

whichever is the greater.

This is in addition to your standard excess and any other excesses that apply.

#### Age/inexperience excess

- a) An additional excess of \$700 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.

#### 1.6 Additional conditions

The following additional conditions apply to your policy.

#### **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 the amount shown in your Certificate of Insurance per vehicle. An excess of \$1,000 per item will apply.

#### **Harvesters**

Whilst your harvester is in use, you must:

- comply with bush fire regulations and/or a harvesting code of practice in force in the State or Territory in which the harvester is being operated; and
- carry two fire extinguishers on the harvester.

If you fail to comply with the above, we may refuse or pay a claim or reduce the amount we pay for a claim, to the extent permitted by law.

#### **Annual Vehicle Declaration**

You must provide us with a completed Annual Vehicle Declaration no later than 21 days prior to the end of the policy period, of the number of and type of vehicles (including their insured sums), owned and operated by you on that date.

If, at that time, the number of vehicles owned or operated by you has changed from the number declared by you at the beginning of the policy period:

- you must pay us any extra premium applicable for the additional vehicles; or
- we will refund to you part of your premium because the number of vehicles has reduced, provided that the maximum amount refunded will be subject to a premium retention of 75% of the original premium paid for the policy period.

The amount **you** pay or **we** refund to **you** will be calculated as follows:

50% of the unit premium per vehicle as specified in your Certificate of Insurance, multiplied by the difference in the number of vehicles owned or operated by you, whichever the case may be, adjusted for any government charges as applicable.

If premium is to be adjusted based on a reduction of vehicle numbers, there will be no refund of premium allowed unless the vehicles have been sold and are no longer owned by you.

#### An example of this calculation:

You declare to us 200 vehicles at the beginning of the policy period.

We charge you a unit premium of \$500 plus government charges and this is shown on the Certificate of Insurance.

You pay us \$100,000 premium for the policy plus government charges for the policy period.

You declare to us 100 vehicles at the end of the policy period.

We calculate the premium refundable to you as 50% of the unit premium per vehicle as specified in your Certificate of Insurance, multiplied by the difference in the number of vehicles owned or operated by you subject to a premium retention of 75% of the original premium paid for the **policy period**.

The premium refundable would be  $50\% \times $500 \times 100 = $50,000$  but this is subject to **us** retaining 75% of the original premium payable = \$75,000 so the premium refundable would be \$25,000 plus government charges.

#### 1.7 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 vehicle being driven or operated by a driver who is not legally authorised to do so:
  - i. this exclusion will not apply if the **vehicle** 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 overloading or improper use;
- h) your vehicle towing another vehicle unless:
  - i. your vehicle tows the other vehicle in order to provide assistance without monetary compensation;
  - ii. the vehicle being towed is a trailer;
  - iii. **your vehicle** is towing a weight which is within the limits for which it was designed, constructed registered or licensed (whichever is the lesser) and is towing in compliance with any 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, or an oral swab 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 being used in connection with the business activity noted on your Certificate of Insurance where compulsory insurance is not required for the unregistered vehicle by any legislation.
- 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.
- p) **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 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.
- q) loss or damage to tyres of your vehicle caused by the application of brakes, punctures, bursts and road cuts;
- r) contractual or financial arrangements involving the **vehicle**;
- s) breakage of, loss or damage to the blades of **farming equipment** while in operation;
- t) vibration or the weight of your vehicle and its load;
- u) 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;
- v) 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**;
- w) vintage or veteran vehicles or classic vehicles are not covered under this policy; or
- x) any loss or damage to **your vehicle** accessories, except for those attached to **your vehicle**, listed on **your Annual Vehicle Declaration**, or those accessories that are covered under Additional Benefits Damage to accessories.

## **DEFINITIONS**

Accidental means sudden, unintended and unforeseen.

Agreed value means the amount shown on the Motor Vehicle Schedule we agree to insured your vehicle for. It includes an allowance for:

- any modifications, options or accessories that are attached to your vehicle;
- GST;
- registration and any CTP insurance;
- other on-road costs.

It does not include any allowance for dealer profit, warranty costs, any stamp duty or transfer fees.

Annual Vehicle Declaration means the list of vehicles, including their insured sum and their accessories, owned or operated by you which you provided to us at the commencement of your first Farm Fleet Insurance policy with us, and at least 21 days prior to the end of the **policy period** for each subsequent Farm Fleet Insurance policy with **us**.

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.

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

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.

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 arising from an insured loss.

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.

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

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.

Event means a single loss or damage and/or personal injury, or a series of losses or damages and/or personal 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, trailered 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 guad bikes;
- caravans and campers.

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.

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

Insured item means a vehicle described on your Motor Vehicle Schedule with attached accessories and the usually included parts and tools.

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

Lightning strike means an abrupt, discontinuous natural electric discharge in the atmosphere where:

- 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 vehicle.

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

Motor Vehicle Schedule means the document we provide to you which forms part of your policy and shows all the vehicles declared to us at the beginning of your policy period. This does not includes those items which fall under Additional benefits – Additional Vehicles during the policy period.

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.

Personal injury means bodily injury (including death), disability, fright, shock, mental anguish or mental injury.

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. Note that cover for the perils of storm, tropical cyclone, hail, bushfire and flood will commence 72 hours after the commencement date or amendment date unless we have specifically agreed otherwise (see General Condition clause 1).

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.

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

Replacement means the replacement of lost or damaged property with similar property in a condition equal to, but not better or more extensive than, its condition when new.

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

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

**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).

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 market value, agreed value or insured sum of the vehicle, as applicable
  based on the cover specified in the Certificate of Insurance;
- the complete loss or destruction of the **vehicle**; or
- for the theft of a **vehicle** it also means that 30 days have 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 **your vehicle** 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 6 hours.

**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 payment or reward.

## Vehicle means:

- any motor vehicle, unspecified vehicle, unregistered vehicle, farming equipment or trailer shown as an insured item on your Certificate of Insurance;
- if you have purchased the Hired In Vehicle optional benefit, any vehicle covered by that benefit; and
- any vehicle covered by the Additional Vehicles additional benefit.

**Vehicle glass** means all **vehicle** windows, windscreens and sunroofs made of glass including window tinting, demisting and rain sensors.

Vintage or veteran vehicles are vehicles that are built before 1930 or have a historic or classic vehicle club registration.

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 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.

The information contained in this document was prepared on 29 October, 2024. 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. When required, we will issue you with a Supplementary Product Disclosure Statement or replacement PDS.

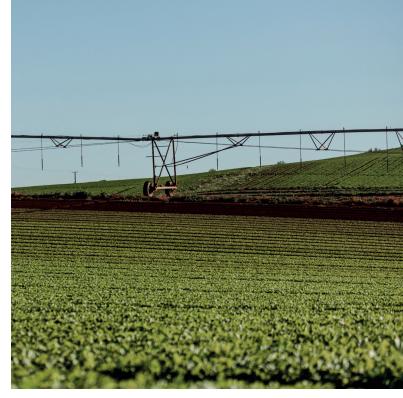
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Achmea Australia is the Australian branch of Achmea Schadeverzekeringen N.V., ABN 86 158 237 702, AFSL No. 433984









# Keeping farmers farming

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**Farm Insurance**