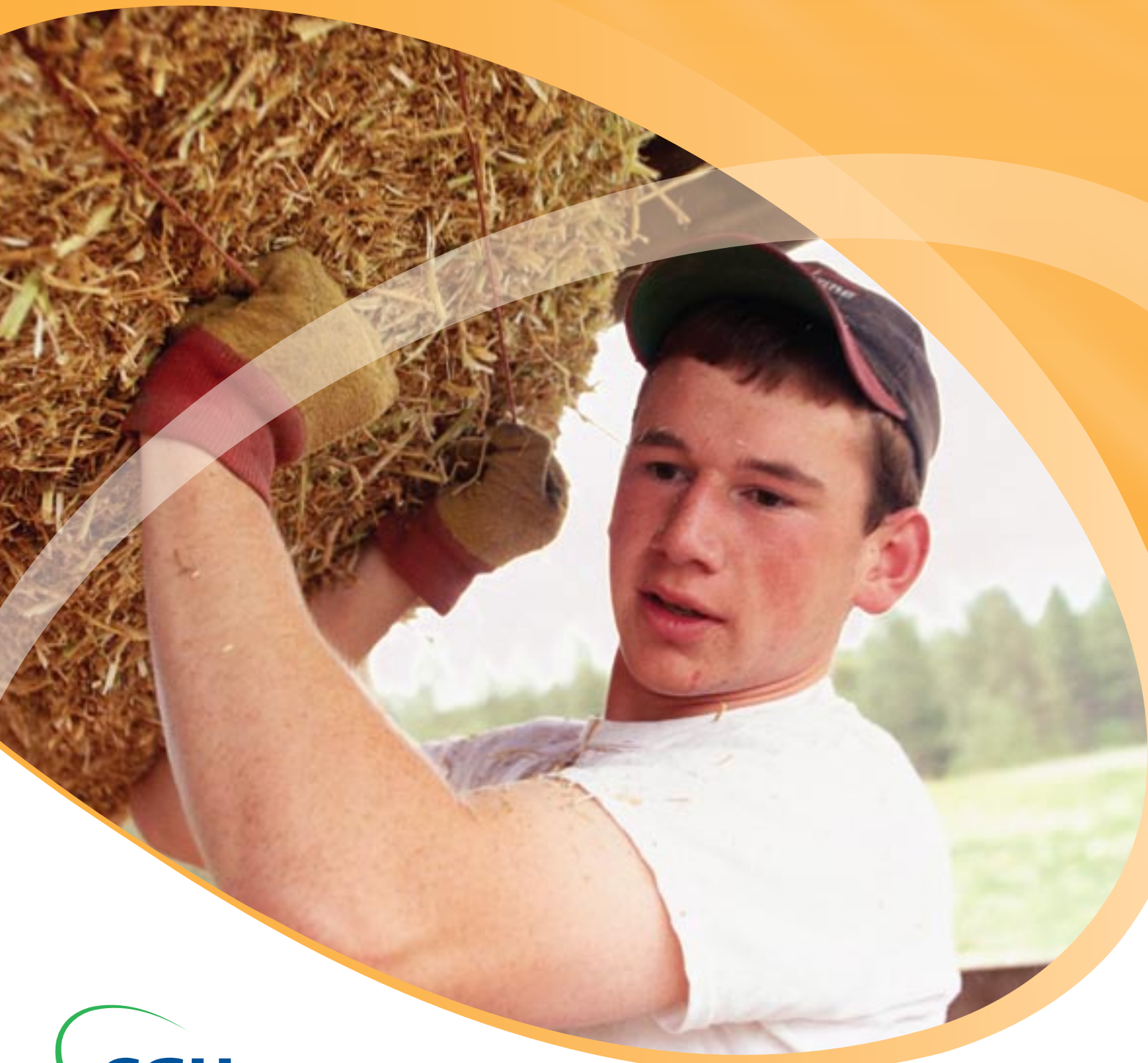


# seasonal

insurance policy



## Extract from insurance legislation

### Your duty of disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- ◆ that diminishes the risk to be undertaken by the insurer;
- ◆ that is of common knowledge;
- ◆ that your insurer knows or, in the ordinary course of his business, ought to know,
- ◆ as to which compliance with your duty is waived by the insurer.

### Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

## Important notices

### Claims

The policy does not provide cover in relation to events that occurred before the contract was entered into.

### Average (also known as co-insurance)

Livestock and Fencing sections of this policy include an 80% average clause.

This means that if your sum insured is less than 80% of full value, you will not receive full compensation in the event of a loss occurring but will proportionally share in any loss.

The amount you receive will be calculated according to the following formula:

$$\frac{\text{Sum Insured}}{80\% \text{ of Full Value}} \times \text{Amount of loss} = \begin{array}{l} \text{Amount} \\ \text{Payable} \\ \text{by the} \\ \text{Company (not} \\ \text{exceeding the} \\ \text{Sum Insured)} \end{array}$$

The 80% average formula is not applied if:

1. The sum insured is 80% or more of the full value.
2. The claim is less than 10% of the sum insured.

**It is in your interests to ensure the sum insured for these items represents full value.**

Please contact us if you would like more precise details of:

1. How average might affect you.
2. How to calculate 'full value'.

### Who is the insurer

CGU Insurance Limited is the insurer. Our Australian Business Number is 27 004 478 371. In this policy the insurer is called 'we', 'us' or 'our'.

CGU has relationships with brokers, Authorised Representatives and other intermediaries who issue CGU policies. CGU pays remuneration to brokers, Authorised Representatives and other intermediaries when they issue, renew or vary CGU policies.

# Seasonal insurance

## Our agreement

Provided you have paid or agreed to pay the premium to Us, then, subject to the terms, conditions and exclusions contained in or endorsed on this Policy or the Schedule, We will insure You against destruction, loss or damage as described in this Policy occurring during the Period of Insurance stated in the Schedule and any future period for which We may accept payment of premium.

You are insured for each item where a Sum Insured appears in the Schedule or which is indicated as being operative in the Schedule.

The Policy, Schedule (which expression includes any Schedule substituted for the original Schedule) and Endorsements (if any) are to be read together and any word or expression to which a specific meaning has been given bears that meaning wherever the context so requires.

The Policy, Schedule and Endorsements together form the Agreement.

## Definitions

**You, Your, Insured** – means a Partnership, Company or a Person named in the Schedule.

**We, Us, Our, Company** – means the insurance company named in the Schedule.

**Schedule** – means the attachment which forms part of this Policy and shows Your Policy number, together with other details of Your cover.

**Excess** – means the sum of money shown in the Schedule which We will not pay in respect of any claim payment.

**Situation** – means the Situation(s) specified in the Schedule.

**Fencing** – means Fencing forming part of boundaries (owned or shared), and subdivisions, stockyards, pens or crushes.

**But Not Fencing** forming part of or attached to farm buildings.

**Agistment** – means agistment and fodder costs (including related transport and driving costs) incurred following destruction, loss or damage at the Situation(s) caused by a Defined Event resulting in loss of pasture (pasture means ground cover consisting of grass or herbage which is used or is suitable for the grazing of livestock).

**Market Value** – means the cost of replacement subject to due allowance for wear and tear and depreciation.

**Replacement** – means:

1. reinstatement or rebuilding of Fencing to a condition not better or more extensive than its condition when new; or
2. repairs to the damaged portion(s) of Fencing to a condition not better or more extensive than its condition when new.

## Conditions

### 1. Your duty

The extent of our liability is conditional upon:

- (a) the notification by You to Us as soon as possible of any change materially varying any of the facts or circumstances existing at the commencement of this Policy;
- (b) You taking all reasonable precautions to prevent destruction, loss or damage to the insured property; and
- (c) the observance of the terms of the Policy by You and by any other person entitled to indemnity under this Policy.

### 2. Transfer of interest

No interest in this Policy can be transferred without Our written consent.

### 3. Cancellation

- (a) You may cancel this Policy at any time by notifying Us in writing. You will not be entitled to a refund of premium under this Policy except after cancellation by Us.
- (b) Subject to the provisions of the Insurance Contracts Act 1984, We may cancel this Policy by giving notice in writing to You of the date from which cancellation is to take effect. Notification is to be delivered personally or posted by certified mail to You at the address last notified to Us. Proof of mailing will be sufficient proof of notification.

### 4. Our rights of recovery

Subject to the provisions of the Insurance Contracts Act 1984, We have the right to recover any money paid by us from any person against whom You may be able to claim and We shall have full discretion in the conduct, defence or settlement of any claim and to take action in Your name. You and any other person entitled to indemnity under this Policy must not hinder these rights and must give all such information and co-operation as We may require.

## Cover details

### Defined events

The Property Insured as specified in the Schedule is Insured for destruction loss or damage caused by the following defined events but only to the extent detailed in the table of cover and only whilst the property insured is at the Situation(s).

1. Fire, Lightning or Thunderbolt.
2. Explosion.
3. Aircraft or other aerial devices or articles dropped from them, and Sonic Boom.
4. Impact by:
  - (a) Vehicles (designed for use on land),  
But not:  
destruction, loss or damage to livestock caused by other livestock.
  - (b) Trees or parts of trees failing,  
But not:  
destruction, loss or damaged caused by the felling or lopping of trees by You or on Your behalf.
5.
  - (a) Deliberate or International Acts of persons (not being tenants), but not including theft.
  - (b) Malicious Acts (including Vandalism) of persons (not being tenants), provided that We will not be liable for the first \$50.00 of every claim or series of claims arising out of the one event.
6. Earthquake.  
Provided that, for any claim in respect of destruction of or damage to the property during any period of 48 consecutive hours, We will not be liable for the first \$100 of loss.
7. Riot, Civil Common, Acts of strikers or locked-out workers or persons taking part in labour disturbances, or persons of malicious intent acting on behalf of or in connection with any political organisation, or any lawful authority in connection with such events or acts.

### Table of cover

Insured defined events	Property insured
Fire, Lightning, Thunderbolt, Explosion, Aircraft and other Aerial Devices, Earthquake, Deliberate, Intentional or Malicious Acts, Riots or Civil Commotion	Hay/Straw Fencing
Fire, Lightning, Thunderbolt, Explosion, Aircraft and other Aerial Devices, Impact, Earthquake, Deliberate Intentional or Malicious Acts, Riots or Civil Commotion	Livestock
Fire, Lightning, Thunderbolt	Agistment

## Limitations

Our total liability for any claim arising out of one event or series of events arising directly or indirectly from one source or original cause will not exceed the sum insured on the property specified in the Schedule.

### Additional benefits

#### Livestock

Where the Sum(s) Insured is not otherwise exhausted We will pay in respect of such animals

- (a) the reasonable cost of veterinary attention and/or supplies rendered necessary provided it is an economic proposition with the intention to restore any livestock that are insured to health following injury by a Defined Event;

OR;

- (b) loss due to the slaughter or destruction of the livestock insured when rendered necessary for humane reasons after the livestock have been injured by a Defined Event.

#### Livestock Temporary Removal

We agree that in the event of a fire in the district, the temporary removal of the livestock insured herein from the Situation(s) for the purpose of avoiding such fire shall not invalidate this insurance and such livestock shall be deemed to be at the Situation(s).

## Exclusions

### This policy does not cover

1. any consequence of war or warlike activities which means invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, looting, sacking or pillage following any of these.
2. destruction of or damage to property by expropriation which means the lawful seizure, confiscation, nationalisation or requisition of such property.
3. destruction, loss or damage to property occasioned by its undergoing any process necessarily involving the application of heat.
4. any consequence of the use, existence or escape of nuclear weapons material, or ionising radiation from or contamination by radioactivity, from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
5. destruction, loss or damage intentionally caused or liability intentionally incurred by You or any person ordinarily residing with You or a person acting with the express or implied consent of You or that person.



# Claims

## Claims procedure

1. As soon as possible after the happening of any occurrence or event which may give rise to a claim against Us, You or Your legal representative must
  - (a) advise details to Us and send written confirmation to Us within 30 days.

We will promptly make a claim form available to facilitate reporting. Simply phone Our nearest office.

  - (a) take all reasonable steps to prevent or reduce any further loss, damage or liability.
  - (b) advise the nearest Police Station in the case of vandalism or malicious damage, and obtain a written Police report if requested by Us.
  - (c) advise Us of any impending prosecution or inquest.
2. Where a claim arises You must not authorise repairs to or arrange replacement of any of the property relevant to the claim without Our consent.

## Settlement of claims

1. In the event of a claim, We will at our option:
  - (a) reinstate or repair the property insured, subject to due allowance for wear, tear, depreciation and betterment; or
  - (b) pay You the cost of such reinstatement or repair; or
  - (c) pay You the market value of the property insured at the time of the destruction, loss or damage.
2. Where the Schedule indicates that You have selected Replacement costs as the basis of a claim in respect of Fencing insured:
  - (a) for materials only;

We will in the event of a claim pay You only the cost of materials necessary for Replacement.
  - (b) for materials and labour;

We will in the event of a claim pay You the cost of Replacement.

### Provided that:

- (a) Such replacement may be carried out on another site at the Situation(s) in any manner suitable to Your requirements, but subject to Our liability not being increased.
- (b) Such replacement commences within six months from the date of the destruction, loss or damage, but if You do not commence replacement within such period then this Replacement Value benefit will not apply and settlement will be in accordance with Settlement of Claims Clause 1.
- (c) Our liability will not exceed the amount actually incurred in Reinstatement or the Sum Insured on the Fencing whichever is the less.
- (d) No payment beyond the amount which would have been payable under the Policy if this had not been incorporated therein shall be made until a sum equal to the cost of Replacement shall have been actually incurred.

## Average/co-insurance of claims

3. Average/Co-insurance clause

In the event of destruction loss or damage to Livestock or Fencing by a Defined Event, We will not be liable for more than that proportion of the destruction loss or damage which the Sum Insured bears to 80% of the full insurable value of the property Insured at the time of the destruction loss or damage.

### Provided that:

- (a) Our liability is limited to the Sum Insured;
- (b) this clause will not apply if the amount of any destruction loss or damage does not exceed 10% of the Sum Insured;
- (c) full insurable value means the amount necessary to fully indemnify You under the terms of this policy.

### Provided that:

where the amount actually incurred or expended in Replacement is less than the cost of Replacement but is more than the Sum Insured, then full insurable value means the amount as incurred or expended in Replacement.

# General Insurance Code of Practice

The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

- ◆ to promote better, more informed relations between insurers and their customers;
- ◆ to improve consumer confidence in the general insurance industry;
- ◆ to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- ◆ to commit insurers and the professionals they rely upon to higher standards of customer service.

## Our commitment to you

We have adopted and support the Code and are committed to complying with it.

Please contact us if you would like more information about the Code.

## How to resolve a complaint or dispute

### 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 business days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

### 2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

### 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

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Insurer  
**CGU Insurance Limited**  
ABN 27 004 478 371

Your insurance adviser is