

Easy Farm Business Insurance

Supplementary Product Disclosure Statement



This Supplementary Product Disclosure Statement (Supplementary PDS) updates, and should be read with, the Easy Farm Business Insurance Product Disclosure Statement and Policy Booklet (PDS), Edition 1 dated 1st June 2003. These documents together with your current Certificate of Insurance make up the terms and conditions of your insurance contract with us. Your current Certificate of Insurance outlines the cover you have chosen.

Supplementary PDS 1.5

This supplementary Product Disclosure Statement (Supplementary PDS) Edition 1.5 will apply to policies with a commencement date on or after 28/12/2015 or with a renewal effective date on or after 28/12/2015 This Supplementary PDS replaces versions 1.1, 1.2, 1.3 & 1.4.

PRODUCT DISCLOSURE STATEMENT (PDS)

PDS now includes policy terms and conditions

The Corporations Act 2001 now requires the terms and conditions (that are not part of your Certificate of Insurance) that apply to the Personal Accident and Illness cover, Motor Vehicle cover, and Domestic House and Contents cover available within the Easy Farm Insurance Policy to be in the PDS for your policy. This Supplementary PDS amends your PDS to meet this requirement.

Your Easy Farm Insurance PDS booklet contains your policy terms and conditions or policy wording in a separate section or part, or under a separate heading. The PDS is amended, and should now be read so that the policy terms and conditions or policy wording included in your PDS booklet that applies to the Personal Accident and Illness cover, Motor Vehicle cover, and Domestic House and Contents cover, is part of the PDS.

Any statement in your PDS to the effect that the policy terms or conditions, or policy wording, is not part of the PDS, is deleted.

MOTOR VEHICLE INSURANCE AND REPAIR INDUSTRY CODE OF CONDUCT

We support the Motor Insurance and Repair Industry Code of Conduct and are committed to continually reviewing our operations to ensure compliance.

Where we elect to repair a Vehicle through one of our suggested repairers, we may approve the use of non-mechanical reusable parts or *non-genuine parts which:

- Are consistent with the age and condition of the Vehicle;
- Do not affect the safety or the structural integrity of the Vehicle;
- Comply with the Vehicle manufacturer's specifications and applicable Australian Design Rules;
- Do not adversely affect the post-repair appearance of the Vehicle; and
- Do not void or affect the warranty provided by the Vehicle manufacturer.

In repairing your Vehicle, we may arrange for the repair to be carried out by a specialist service provider, for example windscreen repairs.

We offer a guarantee on the workmanship of repairs authorised by us. This guarantee is for the life of the Vehicle and is in addition to any statutory rights and warranties you may be entitled to. We will arrange for the repairs by us to be rectified at no cost to you if we agree that the repairs are defective. Before we can arrange for the defective repairs to be rectified, you must allow us to inspect the Vehicle. Wear and tear is not covered by this guarantee.

*Non-genuine parts are those parts not manufactured by a supplier to the original manufacturer of the Vehicle.

FINANCIAL CLAIMS SCHEME

If we become insolvent, this policy may be protected under the Federal Government's Financial Claims Scheme administered by APRA. This means that if you meet certain eligibility criteria you may receive payment under the scheme. For more information please see www.apra.gov.au or contact the APRA hotline on 1300 55 88 49.

FLOOD

We have made changes to flood cover under certain sections of our PDS. The changes are as follows:

General Definitions "Flood" (Page 6 of the PDS)

The words that appear in the "Meaning" column for "Flood" have been deleted and replaced with the following:

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- (a) a lake (whether or not it has been altered or modified);
- (b) a river (whether or not it has been altered or modified);
- (c) a creek (whether or not it has been altered or modified);
- (d) another natural watercourse (whether or not it has been altered or modified);
- (e) a reservoir;
- (f) a canal;
- (g) a dam.

SECTION 3 BROADFORM LIABILITY

We have made some changes to Section 3 Broadform Liability of the PDS:

Section 3.1 Definitions (Page 17 of the PDS)

The words that appear in the "Meaning" column for "Occurrence" have been deleted and replaced with the following:

- (a) Any
 - (i) event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage neither expected nor intended by you; or
 - (ii) intentional act, by you or at your direction, resulting in Personal Injury but only if such Personal Injury arises solely from the use of reasonable force for the purpose of protecting persons or property.
- (b) All events and intentional acts (including intentional acts intended to protect persons or property or to prevent any or further damage or loss) arising directly or indirectly from one source or original cause are to be regarded as one Occurrence.

Section 3.5(21) Contract Works (Page 23 of the PDS)

The words that appear in Section 3.5(21) have been deleted and replaced with the following:

We will not pay for claims arising out of construction, erection, demolition, alteration, or installation work by you, or on your behalf except, where the total contract price payable to, or by, you at any time of the commencement of all work is less than \$500,000.

SECTION 4 DOMESTIC HOUSE AND CONTENTS

We have made some changes to Section 4 Domestic House and Contents of the PDS:

Section 4.1 Definitions “Home Building” (Page 26 of the PDS)

The words that appear in the “Meaning” column for “Home Building” 4.1(e) have been deleted and replaced with the following words:

- (e) cemented, bitumen, or asphalted paths or driveways, terraces, wells, bores and pergolas;

Section 4.4(4)(a) Additional Benefits – Emergency Accommodation (Page 32 of the PDS)

The words that appear in Section 4.4(4)(a) “Emergency Accommodation and Loss of Rent” have been deleted and replaced with the following:

If the Home Building becomes unfit to live in, in addition to the Sum Insured we will cover you for the necessary and reasonable cost of:

- (i) Emergency accommodation, if you lived in the Home Building; or
- (ii) Loss of rent, if you had a tenant in the Home Building,

up to a maximum of 12 months, or 10% of the Home Building Sum Insured, whichever is lower.

SECTION 5 MOTOR VEHICLES

We have made some changes to Section 5 Motor Vehicles of the PDS:

Section 5.3(1)(a)(ii) Settlement – Repair (Page 37 of the PDS)

The words that appear in Section 5.3(1)(a)(ii) have been deleted and replaced with the following:

If the Vehicle can be repaired, we will advise you of a suitable repairer/s or repair centre. If the Vehicle is not driveable, we can arrange for it to be towed there. You may choose to have the Vehicle repaired at another repairer not nominated by us. In this instance we decide whether we will:

- (a) pay you what it would have cost us to repair the Vehicle at one of our nominated repairers;
- (b) pay you the fair and reasonable cost to repair the Vehicle at your nominated repairer; or
- (c) authorise the fair and reasonable cost of repairs at your nominated repairer.

Section 5.3(1)(h) Settlement – Towing (Page 37 of the PDS)

The words that appear in Section 5.3(1)(h) has been deleted and replaced with the following:

Following loss, destruction, or damage we will pay in addition, to the Sum Insured, the reasonable cost of protection and removal of the Vehicle to a suitable repairer, repair centre, or place of safety we authorise.

Section 5.4(1)(i) Additional Benefits – Hire Car Following Theft (Page 39 of the PDS)

We have made a change to the cover provided for hire costs following theft as outlined on page 39 of the PDS to improve cover.

The words that appear under the heading "Hire Costs Following Theft" are deleted and replaced with the following:

- (i) We will pay up to \$1,000 in addition to the Sum Insured following the theft of the Vehicle for the cost of hiring a similar Vehicle for a period:
 - (a) up to a maximum of 14 days; or
 - (b) up to the date of recovery of the Vehicle, whichever is the shortest period of time.
- (ii) We will pay up to \$2,000 in total for any excess you are required to pay, and the amount of security bond forfeited under a hire car agreement if:
 - (a) we have agreed to pay the cost of the hire car;
 - (b) the excess or security bond is payable as a result of loss or damage to the hire car or loss or damage caused by the hire car during the hire period we cover.

SECTION 6 GENERAL EXCLUSIONS

We have made a change to Section 6 – General Exclusions.

The following have been added as general exclusions to this section:

(7) Bushfire / Cyclone

- (a) We will not provide any cover, for a period of 48 hours from the time of the commencement of your insurance, for damages or loss caused by:
 - (i) bushfire or grassfire; or
 - (ii) a named cyclone.

(b) This exclusion does not apply, however, if this insurance commences directly after:

- (i) another insurance policy covering the same property expired, without a break in cover;
- (ii) you have entered into a contract of sale to purchase the property; or
- (iii) you have entered into a contract to lease the property.

(8) Terrorism

We will not pay for loss, destruction, or damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes 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 purpose to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s), or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons; or
- (b) involves damage to property; or
- (c) endangers life other than that of the person committing the action; or
- (d) creates a risk to health and safety of the public or a section of the public; or
- (e) is designed to interfere with or disrupt an electronic system.

We will also not pay for loss, destruction, damage, cost, expense, or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

(9) Computer Viruses, Attacks by Hackers, Data Manipulation or Operational Errors

We will not pay for loss, destruction, damage, cost, expense, injury, illness or the incurring of a liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- (a) Computer Viruses;
- (b) attacks by hackers;
- (c) data manipulation by third parties; or
- (d) any operational errors.

SECTION 7 GENERAL CONDITIONS

We have made some changes to Section 14 General Conditions of the PDS:

The following have been added as General Conditions in this Section:

(18) Electronic Communication

- (a) It may be possible to have your policy documents sent to you electronically by e-mail. If you tell us to send your policy documents to you electronically, then we will send them to the e-mail address you give us rather than to your mailing address.
- (b) Any policy documents we send to your e-mail address are considered to have been received by you 24 hours from when we send them. If you don't tell us to send your policy documents to you electronically, then we will send them by post to the mailing address you gave us.
- (c) You are responsible for making sure the e-mail and mailing address we have for you are up to date.

Section 7(11)(b) Paying by Instalments (Page 48 of the PDS)

The words that appear in Section 7(11)(b) have been deleted and replaced with:

- (b) Where we have not received an instalment payment:

- (i) we will send you notice in writing regarding your non-payment at least 14 calendar days before any cancellation by us for non-payment;
- (ii) if, after sending the above notice, we do not receive the instalment payment we will send you a second notice in writing, either:
 - (a) prior to cancellation, informing you that your policy is being cancelled for non-payment; or
 - (b) within 14 days after cancellation by us, confirming our cancellation of your policy.

Section 7(13) General Conditions – Excess (Page 48 of the PDS)

The words that appear in Section 7(13) have been deleted and replaced with the following:

- (a) We will deduct from the amount to be paid to you the amount of Excess shown on the Certificate of Insurance or in this policy.
- (b) Any Voluntary Excess and/or Additional Excess are in addition to the Basic Excess.
- (c) You must pay all the Excesses that apply to the claim.
- (d) We will apply the highest applicable Excess, or any aggregate Excess if more than one Section of the policy applies to any claim arising from the one event, unless:
 - (i) The claim applies across Section 3 Broadform Liability, Section 4 Domestic House and Contents and Section 5 Motor Vehicles;

then we will apply an Excess to each individual item as specified in the Certificate of Insurance across all applicable Sections as specified in (d)(i) above, in addition to the highest applicable Excess.

CHANGES TO YOUR PDS

Your PDS is amended by the deletion of the Duty of Disclosure notice.