



➤ Broadacre Crop Policy Wording  
Pre-Harvest Revision

## › Thankyou

### For choosing to insure Your crop with Rural Affinity

#### What We would like You to do

1. Please take the time to read Your policy wording and Schedule, making sure that all details are correct.
2. Keep Your policy wording and Schedule in a safe place so that You can refer to them easily.
3. If You have any questions about Your insurance cover, You should contact Your insurance adviser.
4. When contacting Rural Affinity, please quote the policy number which is printed on Your Schedule.

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## › Important information

### Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. In transacting this insurance, Rural Affinity is acting as an agent for Great Lakes Reinsurance (UK) PLC.

### Who is the Insurer?

This insurance is underwritten by Great Lakes Australia, an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority ('APRA').

Great Lakes Australia is a branch of Great Lakes Reinsurance (UK) PLC (ARBN 127 740 532, ABN 18 964 580 576, AFS Licence No. 318603), trading as "Great Lakes Australia" which is a limited liability company incorporated in England and Wales and a wholly owned subsidiary of the Munich Reinsurance Company. The Munich Re Group is one of the largest insurance groups in the world.

Great Lakes Australia has strong financial security characteristics. However, please note that ratings can vary from time to time. You can check Great Lakes Australia's current rating at the following website:

Standard & Poors: [www.standardandpoors.com](http://www.standardandpoors.com)

Great Lakes Australia can be contacted as follows:

143 Macquarie Street, Sydney, NSW, 2000  
PO Box H35 Australia Square, Sydney, NSW, 1215  
(02) 9272 2050 | [reception@gla.com.au](mailto:reception@gla.com.au) | [www.gla.com.au](http://www.gla.com.au)

Great Lakes Australia is a party to the General Insurance Code of Practice. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or via the Great Lakes Australia website.

### Your Duty of Disclosure

Before You enter into a contract of insurance with Us, the *Insurance Contracts Act 1984* requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

You will be asked various questions when You apply for this policy. When You answer these questions, You must:

1. give Us honest and complete answers,
2. tell Us everything You know, and
3. tell Us everything that a reasonable person in the circumstances would be expected to tell Us.

### What You do not need to tell Us

You do not need to tell Us about any matter:

1. that diminishes Our risk,
2. that is of common knowledge,
3. that We know or should know as an insurer, or
4. that We tell You We do not need to know.

### Who does the duty apply to?

Everyone who is insured under this policy must comply with the duty.

### What happens if You or they do not comply with the duty?

If You or they do not comply with this duty, We may cancel the policy or reduce the amount We pay if You make a claim. If fraud is involved, We may treat the policy as if it never existed and pay nothing.

## › Important information (continued)

### Privacy

We and Great Lakes Australia are bound by the requirements of the *Privacy Act 1988*, which sets out standards on the collection, use, disclosure and handling of personal information.

We collect personal information from You for the purpose of providing You with insurance products and services and for processing and assessing claims.

Personal information is treated with care. We will not release Your personal information to anyone else other than Great Lakes Australia, its related entities, Your insurance intermediary or as permitted or required by law.

If You make a claim under this insurance, We may disclose information to (and/or collect additional information about You from) claims investigators, claims managers, assessors and lawyers.

You have the right to seek access to Your personal information and to correct it at any time.

If You require further information or would like a copy of Our Privacy Policy please contact Our Privacy Officer on (02) 9496 9300 or write to Us at the address given further below. A copy of Our Privacy Policy can also be obtained from Our website.

Details on Great Lakes Australia's Privacy Policy can be found at [www.gla.com.au](http://www.gla.com.au) or by contacting them:

The Privacy Officer  
143 Macquarie Street, Sydney, NSW, 2000  
(02) 9272 8000 | [privacyofficer@gla.com.au](mailto:privacyofficer@gla.com.au)

### Dispute resolution

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You have a complaint please first try to resolve it by speaking to the relevant member of Our staff.

If the matter is still not resolved, please then contact Our Internal Disputes Resolution Officer on (02) 9496 9300. We will acknowledge receipt of Your complaint within 3 working days.

If the complaint relates to the insurance cover We will work with Great Lakes Australia to resolve the complaint. We will, provided We have sufficient information, complete the review within 15 working days. Where We are unable to do so, We will agree a new timeframe for responding to You. In any case, We will provide You with an update every 10 working days.

If You are a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Financial Ombudsman Service ("FOS"). The FOS is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns.

For further details you can visit their website [www.fos.org.au](http://www.fos.org.au) or contact them:

GPO Box 3, Melbourne, VIC, 3001  
1300 78 08 08 | [info@fos.org.au](mailto:info@fos.org.au)

### Cost of Insurance

When We calculate Your insurance premiums, We take into account the following factors:

1. the insured events which are covered;
2. the type of Crop(s) grown;
3. the location of the Crop(s);
4. the Excess which applies;
5. the Sum Insured.

## > Important information (continued)

### Words with special meaning

In this policy wording and Your Schedule there are words which have a special meaning. These words appear with a capital first letter. The meaning of these words is shown in the Definitions section on page 12 of this policy wording.

### Jurisdiction

Should any dispute arise in relation to Your policy, it will be dealt with in the Australian state or territory where You purchased the policy, and in accordance with the laws of that Australian state or territory.

## > Our agreement

When You have paid (or agreed to pay) the premium to Us, We will give You the cover described in this policy.

The policy consists of:

1. Your proposal;
2. this policy wording;
3. the Schedule.

## > Who is covered?

The person or organisation named in the Schedule is covered under this policy. In the policy wording and Schedule, they are referred to as "You" or "Your".

To protect anyone else with rights over Your Crop(s) (such as a finance provider) You should have them named on Your Schedule.

No interest in this policy can be transferred or assigned without written agreement by Us.

## > Period of cover

Cover begins 48 hours after 9am on the day We agree to accept Your proposal and ends at 4pm on the policy expiry date shown on the Schedule.

Cover for unharvested Crop(s) ends at 4pm on the date shown on the Schedule.

## > The cover

This policy covers growing Crop(s) against loss of Potential Yield caused by an insured event which occurs during the period of cover.

The insured events are:

1. fire and impact by hail; or
2. fire only.

Your Schedule shows which insured events are covered.

Claims will be settled according to the basis of settlement and are subject to the terms, exclusions and conditions of this policy.

The maximum amount We will pay for any claim under this policy is the Sum Insured shown on the Schedule, less any Excess, unless otherwise stated in the policy wording.

## ➤ Additional benefits

If Your Schedule states that cover is for “fire and impact by hail”, the following additional benefits apply.

### Chemical overspray

This additional benefit covers You against loss of Potential Yield to Crop(s) caused by chemicals that have drifted from spraying operations.

We will not cover loss:

1. due to chemicals sprayed by You or by somebody acting on Your behalf;
2. due to chemicals applied by any aircraft;
3. unless You provide Us with the name and contact details of the person or entity responsible for the spray drift.

Claims will be settled according to the basis of settlement. The Excess shown on the Schedule will apply to this additional benefit. The most We will pay during any one period of cover is \$50,000.

### Harvested Crop(s) stored in a silo or enclosed building

This additional benefit covers loss or destruction of grain from harvested Crop(s) while stored in a soundly constructed, fully enclosed building or silo owned by You, caused by:

1. fire or lightning;
2. explosion;
3. earthquake;
4. wind or water, not including flood. Flood is the escape of water from a natural or modified watercourse, lake or dam resulting in the flow of water onto land which is normally dry;
5. impact by livestock or land vehicle;
6. impact by aircraft, other aerial device or article dropped from them, not including chemical substances.

The most We will pay during any one period of cover is \$50,000. An Excess of \$250 applies to each and every claim.

### Harvested Crop(s) stored in silo bags

This additional benefit covers loss or destruction of grain stored in silo bags provided the loss or destruction is caused by fire.

The most We will pay during any one period of cover is \$25,000. An Excess of \$250 applies to each and every claim.

### Stock intrusion

This additional benefit covers You against loss of Potential Yield to Crop(s) caused by straying livestock.

We will not cover loss:

1. caused by livestock in Your physical or legal control; or
2. where a gate or fence is not suitably constructed or maintained to prevent the entry of straying livestock; or
3. where straying livestock enter through gates or a fence which have been left open; or
4. unless You provide Us with the name and contact details of the person or entity responsible for the livestock.

Claims will be settled according to the basis of settlement. The Excess shown on the Schedule will apply to this additional benefit. The most We will pay during any one period of cover is \$50,000.

### Transit

This additional benefit covers sudden and accidental loss or destruction to grain from harvested Crop(s) during road transit.

We will not cover loss or destruction to grain when carried:

1. in an overloaded or unroadworthy vehicle;
2. in an uncovered or inadequately constructed vehicle or bin.

We will not cover loss due to:

1. theft or unexplained grain shortage;
2. gradual loss of grain;
3. Your failure to properly secure a tailgate or any other mechanism allowing the escape of grain from a bin or vehicle during transit.

Claims will be settled according to the basis of settlement. An Excess of \$250 applies to each and every claim.

## > Optional benefit

### Reducing Excess

This benefit only applies if Your Schedule states that “the reducing excess benefit applies”.

If the percentage loss per Crop exceeds 20%, the Excess will be reduced by 0.5% for every 1% increase over and above the said 20%.

For example:

GROSS LOSS	EXCESS			
	5%*	10%*	15%*	20%*
0-20%	5%*	10%*	15%*	20%*
21%	4.5%	9.5%	14.5%	19.5%
22%	4.0%	9.0%	14.0%	19.0%
23%	3.5%	8.5%	13.5%	18.5%
24%	3.0%	8.0%	13.0%	18.0%
25%	2.5%	7.5%	12.5%	17.5%
26%	2.0%	7.0%	12.0%	17.0%
27%	1.5%	6.5%	11.5%	16.5%
28%	1.0%	6.0%	11.0%	16.0%
29%	0.5%	5.5%	10.5%	15.5%
30%	0.0%	5.0%	10.0%	15.0%
31%		4.5%	9.5%	14.5%
32%		4.0%	9.0%	14.0%
33%		3.5%	9.5%	13.5%
34%		3.0%	8.0%	13.0%
35%		2.5%	7.5%	12.5%
36%		2.0%	7.0%	12.0%
37%		1.5%	6.5%	11.5%
38%		1.0%	6.0%	11.0%
39%		0.5%	5.5%	10.5%
40%		0.0%	5.0%	10.0%
41%			4.5%	9.5%
42%			4.0%	9.0%
43%			3.5%	8.5%
44%			3.0%	8.0%
45%			2.5%	7.5%
46%			2.0%	7.0%
47%			1.5%	6.5%
48%			1.0%	6.0%
49%			0.5%	5.5%
50%			0.0%	5.0%
51%				4.5%
52%				4.0%
53%				3.5%
54%				3.0%
55%				2.5%
56%				2.0%
57%				1.5%
58%				1.0%
59%				0.5%
60%				0.0%

\*represents the Excess listed on Your Schedule

## › Basis of settlement

### Growing Crops

Claims for growing Crop(s) are calculated by paddock.

The amount of any claim will be calculated by multiplying the Net Loss Percentage by the Sum Insured.

#### Claim Example

<b>Assumptions:</b>	
Sum Insured:	\$50,000
Gross loss:	20%
Excess:	5%
Net Loss Percentage:	15% (ie. 20%-5%)
Claim Payment:	\$7,500 (ie. 15% of \$50,000)

### Harvested Crops and Transit

The amount of any claim will be calculated by multiplying the quantity of grain lost or destroyed by the Insured Value less the Excess.

We will not pay for any loss until all premium has been paid.

## › Exclusions

This policy does not cover any claim arising directly or indirectly from:

1. war or warlike activities;
2. anything nuclear or radioactive;
3. insured events that occurred before the contract was entered into;
4. a deliberate act carried out by You or by any person acting with Your permission, except when it is to avoid or reduce damage that would otherwise happen;
5. lawful seizure, confiscation or requisition by an order of any Government, Public or Local Authority;  
We will pay for damage that occurs as a result of the order if it prevents or attempts to prevent a loss that would be covered under this policy;
6. any act of Terrorism.

We will not pay for:

1. loss or damage to hay, straw or stubble, unless specifically noted as covered on Your Schedule;
2. loss of quality, nutritional value, germination ability, contamination or grade of seed; even if it is caused by an insured event;
3. consequential loss of any kind;
4. loss or damage to Crops that are grazed after the most advanced part of the Crop has reached first jointing;
5. loss of Potential Yield caused by weeds or pests, regardless of whether the weeds or pests occur as a result of an insured event;
6. loss or damage to growing Crop(s) caused by wind or water, even if the water results from melting hail;
7. loss of Potential Yield caused by disease to the growing Crop(s) unless the disease is caused directly by an insured event;
8. rejection of the Crop by a buyer or grain delivery site even if it is caused by an insured event.

## > Claims conditions

### In the event of a claim

As soon as You become aware of any loss that may result in a claim under this policy:

You must:

1. contact Us as soon as possible (within 48 hours), telling Us the time that the loss occurred and the details of the Crop(s) involved;
2. complete Our claim notification form and give it to Us promptly;
3. take all reasonable steps to reduce the loss and avoid any further loss, damage or destruction;
4. give Us and Our representatives free access to assess any claim;
5. try to get the details of any other person or property involved and details of any witness;
6. report to the police if You suspect arson or malicious damage. You must do this as soon as possible;
7. tell Us the identity of anyone who has an interest in the Crop(s);
8. tell Us about any other insurance which covers the growing Crop(s) or harvested Crops.

You must not do or say anything which may disadvantage Our ability to make a recovery against any other person.

In the event of a claim, Rural Affinity can be contacted on (02) 9496 9300.

### Claim declaration

In the event of a claim, You may be required to complete a harvest declaration which shows the number of tones harvested for each damaged Crop.

You must also provide Us with any information We require to verify the harvested yields, including Crop records, yield monitor output or grain delivery receipts.

### If Your Crop(s) are ready for harvest

If the loss or damage occurs to Crop(s) that are ready for harvest, You may harvest the Crop(s) providing You:

1. leave five sample areas that are approximately ten metres long and ten metres wide in every forty hectares of Crop. These samples should be representative of the area and should not include areas of poor growth, trees, fence lines, gateways or areas with poor drainage.
2. leave the entire stubble until it has been inspected by the assessor. It must not be grazed, cultivated, cut or interfered with in any way until the claim has been assessed.

### After Your claim is made

After We have paid a claim under this policy, We have the right to take over any legal right of recovery which You have. If We do this, it will be for Our benefit and at Our expense. You must not do anything that prevents Us from doing this and You must give Us any information or assistance We require.

If anybody compensates You for loss, damage or destruction to Crop after We have paid a claim for the Crop, You must reimburse Us for that payment. You must do this as soon as the compensation is made.

## > General conditions

If You do not follow these conditions, We may reduce the size of a claim or charge an additional premium to reflect the extent to which Our interests have been prejudiced.

### Care and protection

Reasonable care must be taken to ensure the protection and preservation of the Crop(s) at all times. All Crop(s) must be harvested as soon as possible and without undue delay.

If harvest is delayed for an unreasonable period of time, the Crop will be considered abandoned and no claim will be payable.

### Cancelling the policy

#### By You

You may cancel the policy by writing to Us. You will still be required to pay the premium if You cancel the policy.

#### By Us

We have a right to cancel this policy under certain circumstances. If We cancel Your policy, We will inform You in writing and refund all premium You have paid (or agreed to pay) Us for the time remaining on the policy.

### Crop failure

If a Crop fails due to seasonal conditions, We will allow You to cancel the cover, providing You notify Us of the crop failure prior to the Final Revision Date. No premium will be charged on the failed Crop.

The Insured Yield and premium will not be reduced if We are advised of the Crop failure after the Final Revision Date.

### Crop Insured Yield and Insured Value revision

Your Schedule shows the Insured Yield and Insured Value for each Crop. Subject to Our approval, You may amend the Insured Yield or Insured Value at any time up until the Final Revision Date.

Where a claim occurs prior to the Final Revision Date and We agree to accept a reduction to the Insured Value, the reduction will be applied to all Crops of that crop type, including those for which there is a claim.

Any increase to the Insured Yield or Insured Value will not take effect until 48 hours after 9am on the day We agree to accept the change.

You cannot amend the Insured Yield or Insured Value after a Crop has been harvested.

### Premium Payment

The amount of premium You are required to pay will be calculated on the Final Revision Date by applying the rate to the Sum Insured. Payment is required by the date specified on the invoice.

### Underinsurance

In the event of a claim, the area of an affected Crop used to calculate the Sum Insured will be the lesser of the area shown on the Schedule or the actual area of the Crop grown.

Unless specified in Your Schedule, if the total actual area of crop grown or sharefarmed by You at a location is found to be greater than the area insured, all claims will be reduced in accordance with the proportion the insured area represents of the total actual area.

## › Definitions

### Crop(s)

Means the Crop(s) described on the Schedule.

### Excess

Means the amount that You must bear in the event of a loss. If You have started to harvest the Crop(s), the Excess will only be applied to the unharvested portion of the Crop.

### Final Revision Date

Means the Final Revision Date listed on the Schedule.

### Insured Value

Means the value per tonne nominated by You and agreed by Us, as shown on the Schedule.

### Insured Yield

Means the average tonnes per hectare nominated by You and agreed by Us and shown on the Schedule.

### Net Loss Percentage

Means the percentage loss of Potential Yield determined by a loss adjuster, less the Excess listed on the Schedule for the Crop.

### Percentage Insured

Means the percentage listed on the Schedule. It reflects the proportion of the Crop to be insured.

### Potential Yield

Means the average tonnes per hectare You would have expected to harvest from the Crop if the insured event had not occurred.

The Potential Yield will be determined by a loss adjuster when a reasonable yield estimate can be made, but not before the Final Revision Date. It will take into account all relevant factors affecting the growth of the Crop up until the time at which the Potential Yield is determined, including factors which take place subsequent to the insured event.

### Schedule

Means the document that contains details of the policy which are specific to You. If the policy is changed, We will give You an updated Schedule.

### Sum Insured

Means the amount calculated as follows:

Sum Insured = Yield x Insured Value x area (ha) x percentage insured

### Terrorism

Means an act, including but not limited to the use of force, violence or the threat thereof, of any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government (s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

### We/Us/Our

Means Rural Affinity acting under a binder as an agent of Great Lakes Australia.

### Yield

Prior to the Final Revision Date, the Yield is the Potential Yield. After the Final Revision Date, the Yield is the Insured Yield.

### You/Your

Means the person or organisation named in the Schedule as the insured.



Level 6, 7-9 Merriwa Street  
PO Box 236 Gordon NSW 2072  
**T 02.9496.9300 | F 02.9496.9308**  
[www.ruralaffinity.com.au](http://www.ruralaffinity.com.au)

ABN 72 119 838 854 AFS Licence No. 302182

RABAPRH0611