

## > Farm Pack Insurance Declaration

## > 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. Rural Affinity arranges policies for and on behalf of the Insurer. Rural Affinity acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. In everything to do with this Policy, Rural Affinity acts as an agent for the Insurer and not for You.

### Who is the Insurer?

This insurance policy is underwritten and issued by Great Lakes Australia Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as 'Great Lakes Australia'.

More information regarding the insurer can be found on our website at [www.ruralaffinity.com.au/about-the-insurer](http://www.ruralaffinity.com.au/about-the-insurer).

### General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice ('the Code'). The Code aims to raise standards of service between insurers and their customers. Rural Affinity's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact Us or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Privacy

We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the terms of this Policy. In this privacy section, "We", "Us" and "Our" means the insurer and Rural Affinity as applicable.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to insurers, reinsurers and service providers and related entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our contractual arrangements generally include an obligation for these insurers, reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us with Your personal information, You consent to the disclosure of Your personal information to insurers, reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our privacy policies explain how You may access personal information, how to seek correction of Your personal information, how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access Rural Affinity's Privacy Policy at [www.ruralaffinity.com.au/privacy](http://www.ruralaffinity.com.au/privacy) and the insurer's Privacy Policy and Privacy Statement at [www.munichre.com/gla/en/about-us.html](http://www.munichre.com/gla/en/about-us.html).

### Dispute resolution

Any complaints about Our products or services are taken seriously by Us and Rural Affinity and will be dealt with fairly and promptly.

If You have a complaint please first try to resolve it by speaking to the relevant member of the Rural Affinity staff. Rural Affinity can assist by referring the matter to their Internal Dispute Resolution Officer.

You can contact Rural Affinity by:

Phone: (02) 9496 9300

Fax: (02) 9496 9308

Email: [disputes@ruralaffinity.com.au](mailto:disputes@ruralaffinity.com.au)

Mail: Internal Disputes Resolution Officer, Rural Affinity  
PO Box 160, St Leonards NSW 1590

Some words used in this proposal form have a special meaning as defined in the Product Disclosure Statement and such other documents which make up the policy which contain definitions.

If Rural Affinity require additional information, they will contact You to discuss. If Your complaint is not immediately resolved Rural Affinity will respond within 15 business days of receipt of Your complaint or agree a reasonable alternative timetable with You.

If You are not satisfied with the resolution offered by Rural Affinity's Internal Dispute Resolution Officer, Your complaint will be referred to the Dispute Resolution officer or their delegate at Great Lakes Australia.

You can also contact Great Lakes Australia by:

Email: [disputes@gla.com.au](mailto:disputes@gla.com.au)

Mail: Disputes Resolution Officer, Great Lakes Australia  
PO Box H35, Australia Square NSW 1215

If We are unable to resolve Your complaint within 45 days of the date We first received Your complaint or if You remain unsatisfied, You can/ may be able to seek a free review by the Australian Financial Complaints Authority (AFCA). The AFCA is an independent national body and, if the dispute is within its jurisdiction, We agree to accept its decision.

You can visit their website [www.afca.org.au](http://www.afca.org.au) or contact them:

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3, Melbourne, VIC, 3001

Further details regarding Our complaints process are available on request.

### Cooling-off Period

If You are not completely satisfied with Your insurance, please contact Rural Affinity to discuss Your concerns.

If You decide not to proceed with Your insurance, You may cancel the policy within 21 days. Providing You haven't made a claim under the policy, We will cancel the policy from the beginning and refund all premium You have paid to Us for the policy.

### Your Duty of Disclosure

This policy is subject to the *Insurance Contracts Act 1984* (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). You need to tell Us immediately of any new information or changes to the answers that have been provided to Us and/or the disclosures You have made to Us throughout the Policy Period.

### 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 the non-disclosure is fraudulent, We may treat the policy as if it never existed and pay nothing.

### Important Conditions

In Your policy wording there are conditions which may impact the size of a claim or affect the amount of the premium We will charge. These conditions are explained in the general conditions section of Your policy wording.

### Financial Claims Scheme

In the event of the insolvency of GLA, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

## > Farm Pack Insurance Declaration

This Farm Pack Insurance Declaration form is to be completed where We have not received a completed proposal form.

### Contact Details

Broker \_\_\_\_\_ Broker Contact \_\_\_\_\_

Insured \_\_\_\_\_

### Period of Cover

From \_\_\_\_\_ To \_\_\_\_\_

#### FARMING BUSINESS

Please describe the farming activities conducted (eg. winter crops, cotton, viticulture, sheep, cattle grazing etc):

#### OTHER BUSINESS

	YES	NO
Are any non-farming activities conducted other than described above, (such as processing, engineering, storage facilities, manufacturing, retail, consulting, earthmoving etc)? If Yes, please provide details, including whether you have any separate insurance for these activities		
Do You require cover for farm hosting activities (eg. farmstay)? If Yes, please provide detail including estimated annual gross turnover and number of guests per week:		
Do You conduct contracting activities (eg. cartage, earthmoving, harvesting, spraying, fencing, etc), where the annual turnover is greater than \$100,000? If Yes, please detail including nature of activities and annual turnover: <i>(Note: If annual turnover from farm contracting exceeds \$100,000 during the Period of Cover, You must advise Rural Affinity).</i>		
Do You conduct any wine tasting, cellar door sales or other direct sales from the farm, including sales at farmer markets?		
Do you incur labour hire costs in excess of \$100,000 annually?		
Do you receive payment for any equine related activities?		
Do you have any third party owned animals on your property or in your physical control?		

**If 'Yes' to any of the above, please complete Appendix 1**

#### SITUATION(S) TO BE INSURED

	YES	NO
Are Situation details in the Rural Affinity Policy Schedule (including Occupancy) correct? <b>If 'No', please complete Appendix 2</b>		
Are any Farm Buildings not already noted as hay sheds, used to store hay on a regular basis?		

## > Farm Pack Insurance Declaration

INFORMATION RELATING TO ALL SECTIONS OF THE POLICY	YES	NO
<b>In the past 5 years, have You or anyone else to be insured under the proposed policy:</b>		
Had any losses (whether insured or not)? If Yes, please provide details <i>If 'Yes', please complete Appendix 3</i>		
<b>In the past 10 years, have You or anyone else insured under this policy:</b>		
• Had any insurance declined or cancelled, proposal rejected, renewal refused, claim rejected or any special conditions imposed on any policy? If Yes, please provide details		
• Been declared bankrupt or become subject to any form of insolvency or administration (such as liquidation or receivership)? If Yes, please provide details		
• Had any criminal conviction(s) recorded or have any criminal charge(s) pending?		
<i>If 'Yes' to any of the above, please provide details:</i>		

**If any other items in the Rural Affinity Policy Schedule are incorrect, please advise us immediately.**

ADDITIONAL INFORMATION WHERE MOTOR COVER IS SOUGHT ( <i>circle if not applicable</i> )	YES	NO
Do any vehicles to be insured have any existing hail damage or any unrepaired damage?		
Are any Vehicles used for contract cartage, contract harvesting, non-farming activities (ie. earthmoving) or are used to hire/loan (in return for payment)?		
Have any regular drivers to be covered under this policy been charged in the last 5 years (or have charges pending) for dangerous or culpable driving; reckless driving causing death; driving under the influence of drugs or alcohol; refusing to provide a breath test?		
<i>If 'Yes' to any of the above, please provide details:</i>		

I/We

- Have received a copy of the Farm Pack Product Disclosure Statement and agree to accept the insurance subject to the terms and conditions and limitations of this Policy
- Have read and understood the Privacy information and consent to the collection, storage, use and disclosure of personal information of all persons covered in this Proposal Form. Where personal information has been provided on someone else's behalf, that person has consented to this provision
- Have read and understood the Duty of Disclosure information and other Important information and I/We realise that if I/We have not complied with the Duty of Disclosure, any claims may not be met.
- Declare everything on this declaration and attached documentation including appendices to be true and correct and I/We have not withheld any relevant information.

\_\_\_\_\_  
**Your signature**

\_\_\_\_\_  
**Date**

## > Farm Pack Insurance Declaration

### Appendix 1 – Other business

NON-FARMING
Please describe non-farming activities conducted (such as manufacturing, engineering, processing, consulting etc)

### Appendix 2 – Situation(s) to be insured

NO	SITUATION <i>eg. Property Name</i>	NEAREST TOWN <i>eg. Jerilderie</i>	PROPERTY ADDRESS <i>eg. km &amp; direction, road name and/or RMB 1234, Dubbo NSW</i>	PROPERTY SIZE (ha) <i>eg. 1500 ha</i>	OCCUPANCY <i>Select most applicable from list below: A-D)</i>
1					
2					
3					
4					
5					

- A. Permanent residence of the insured or direct family
- B. Permanently occupied by an employee or tenant
- C. Casually occupied but never unoccupied for more than 90 consecutive days (eg. holiday home, guest quarters etc)
- D. Generally not occupied

Please provide photographs for any buildings built prior to 1970.

### Appendix 3 – Loss history

INSURER	DATE OF LOSS <i>eg. 25/05/2013</i>	AMOUNT (\$)	CAUSE OF LOSS <i>eg. Lightning/Fire</i>	DESCRIPTION OF LOSS <i>eg. Loss of fencing, shed, tractor</i>	CLAIMED UNDER INSURANCE Y /N?