

## ➤ Farm Contractors Pack Insurance Proposal

## ➤ 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 a Lloyd's coverholder pursuant to a binding authority agreement.

### Who is the Insurer?

This insurance is underwritten by certain underwriters at Lloyd's. More information regarding the insurer can be found on our website at <http://ruralaffinity.com.au/about-the-insurer>.

### 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).

### 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. Our staff member will offer to refer the matter to our Internal Dispute Resolution Officer, or you can Contact Our Internal Disputes Resolution Officer on (02) 9496 9300. We will acknowledge receipt of Your complaint in writing within 2 working days.

If the complaint relates to the insurance cover 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 not satisfied with the response from Our Internal Disputes Resolution Officer, You can contact Lloyd's Australia to request a review of the complaint.

Contact details for Lloyd's Australia Limited:

Level 9, 1 O'Connell Street, Sydney, NSW, 2000  
(02) 8298 0783 | [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If your dispute is not resolved in a manner satisfactory to you, you may refer the matter for review under an External Dispute Resolution Scheme using the contact details provided below:

#### For disputes prior to 1 November 2018:

Financial Ombudsman Service (FOS)

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  
1800 367 287 | [info@fos.org.au](mailto:info@fos.org.au)

#### For disputes from 1 November 2018:

Australian Financial Complaints Authority (AFCA)

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

GPO Box 3, Melbourne, VIC, 3001  
1800 931 678 | [info@afca.org.au](mailto:info@afca.org.au)

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.

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.

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### Intermediary details

Intermediary name \_\_\_\_\_ Contact number \_\_\_\_\_  
Contact name \_\_\_\_\_ Fax number \_\_\_\_\_

### Contact details of insured

Insured name \_\_\_\_\_  
Contact name \_\_\_\_\_ ITC \_\_\_\_\_  
Contact number \_\_\_\_\_ Fax number \_\_\_\_\_  
Email address \_\_\_\_\_ Mobile number \_\_\_\_\_  
Address \_\_\_\_\_ ABN \_\_\_\_\_

### Period of Cover

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

### Declaration

I/We

- Agree that when this proposal is accepted by Rural Affinity, cover is bound and I/We agree to pay the premium quoted
- Have received a copy of the Farm Contractors 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 proposal to be true and correct and I/We have not withheld any relevant information.

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

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

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### Information relating to all sections of the policy

**In the past 5 years, have You or anyone else insured under this policy:**

*Please attach a separate sheet if additional space is needed to provide complete responses to the following questions).*

Made any claim for loss, damage or liability?  Yes  No      If Yes, please provide details:

INSURER	DATE OF LOSS eg. 25/05/2013	AMOUNT (\$)	CAUSE OF LOSS eg. Lightning/Fire	DESCRIPTION OF LOSS eg. Loss of fencing, shed, tractor

**In the past 10 years, have You or anyone else insured under this policy:**

1. Had any insurance declined or cancelled, proposal rejected, renewal refused, claim rejected or any special conditions imposed on Your policy?  Yes  No      If Yes, please provide details:

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2. Or any partner(s) or director(s) become insolvent or subject to any form of insolvency or administration (such as liquidation or receivership)?  Yes  No      If Yes, please provide details:

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3. Had any criminal convictions recorded or have any criminal charges pending)?  Yes  No      If Yes, please provide details:

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## > Farm Contractors Pack Insurance Proposal

### Information relating to all sections of the policy

#### Situation

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>eg. Occupied or Unoccupied</i>
1					
2					
3					
4					
5					

#### Farm Contracting business

Please describe the activities conducted in the farm contracting business (eg. planting, harvesting, cartage).

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Where the activities described above include 'harvesting', please also complete 'Schedule 1 - Contract Harvesting Questionnaire'

#### Other business

Are any other business activities conducted (other than described above, such as processing, storage facilities, manufacturing, retail, consulting, etc)?  Yes  No. If Yes, please provide details:

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#### Interested parties

Are the interests of any other party to be noted on any of the property (including motor) insured under this policy?  Yes  No. If Yes, please provide details:

PROPERTY INSURED	INTERESTED PARTY <i>eg. ABC Bank</i>	ADDRESS OF INTERESTED PARTY	NATURE OF INTEREST <i>eg. Mortgagee, Lessor</i>

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### Section 1. General Property

#### Excess

Please specify the Excess to apply to this section  \$250 (standard)  \$500  \$750  \$1,000

INSURED PROPERTY <i>General Property</i>	DESCRIPTION OF INSURED PROPERTY	SUM INSURED

#### Optional benefits

1. Do You require cover for increased costs?  Yes  No. If Yes, please specify a Sum Insured \_\_\_\_\_

### Section 2. Farm Motor

- Do any Vehicles to be insured have any existing hail damage?  Yes  No
- Do any Vehicles to be insured have any unrepaired damage?  Yes  No
- Are any Vehicles used for contract cartage, contracting harvesting, non-farming activities (i.e earthmoving) , or are used to hire/loan?  
 Yes  No. If Yes, please detail \_\_\_\_\_

- 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?  Yes  No
  - reckless driving causing death?  Yes  No
  - driving under the influence of drugs or alcohol?  Yes  No
  - refusing to provide a breath test?  Yes  No

If You have answered Yes to any of the above questions, please detail:

\_\_\_\_\_

\_\_\_\_\_

Please complete the Farm Motor tables on pages 6 and 7.

### Section 3. Farm Liability

- Total number of full time employees (including proprietors) \_\_\_\_\_
- Sum Insured  \$5 million  \$10 million  \$20 million
- Do You have in Your care any third party owned equipment, livestock, farm produce or goods which You are holding and responsible for?  Yes  No.  
If Yes, please detail including value of item or goods \_\_\_\_\_





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### Schedule 1 - Contract Harvesting Questionnaire

**To be completed where activities under Farm Contracting business include 'harvesting'.**

Please provide details of harvesting activities as follows:

Activity	Previous 12 Months		Next 12 months (estimate)	
	Turnover	Hectares	Turnover	Hectares
Harvesting – Winter Crop	\$		\$	
Harvesting – Forage Crop	\$		\$	
Harvesting - Viticulture	\$		\$	
Harvesting - Other	\$		\$	
Cotton Picking	\$		\$	
Hay Baling	\$		\$	
General Farming	\$	N/A	\$	N/A
Spraying	\$		\$	
Cartage	\$	N/A	\$	N/A
Other (please describe)	\$		\$	

If activities declared above include 'Harvesting - Winter Crop', please advise if this includes chickpeas &/or lentils and the estimated percentage of each for the next 12 months:

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For employees and operators engaged in the contracting activities please complete the following table.

Name	Age	Experience with insured (years)	Overall experience (years)

*Note: Experience means actual experience working in the intended activities and in operating the same or similar machinery.*

Does the contractor use the RFS Harvest guidelines (NSW), Grass Fire Danger Index (SA) or other state fire authority or fire warning services?  Yes  No

Please provide details of the cleaning and maintenance program for all machines.

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Please provide detail of the fire mitigation or suppression systems in place on all machines.

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For the past twelve months, please provide the following detail for customer farms:

Farm name	Nearest town	P/code	Years working at this farm	Written agreement in place <sup>1</sup>	Customer map provided <sup>2</sup>	Fire fighting equipment <sup>3</sup>
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are you expecting to complete harvesting for any new clients (not listed above) in the next twelve months?

Yes  No. If yes, please provide detail:

Farm name	Nearest town	P/code	Years working at this farm	Written agreement in place <sup>4</sup>	Customer map provided <sup>5</sup>	Fire fighting equipment <sup>6</sup>
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

1. Agreement detailing work to be completed, liability, insurances etc
2. Map detailing known obstructions such as rocks, depressions, stumps etc
3. Fire-fighting equipment such as water tanks, pump to control spread of fire
4. Agreement detailing work to be completed, liability, insurances etc
5. Map detailing known obstructions such as rocks, depressions, stumps etc
6. Fire-fighting equipment such as water tanks, pump to control spread of fire