

## › 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. 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 to the 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)

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.

## > Farm Pack Insurance Declaration

This Farm Pack Insurance Declaration is to be completed as supplementary to:

- Competitor's renewal schedule (providing it contains all relevant underwriting information); or
- Brokers placing slip or other written instruction (providing it contains all relevant underwriting information).

### Intermediary details

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

### Contact details of insured

As provided in broker submission

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

### Period of Cover

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

## > Farm Pack Insurance Declaration

If insufficient space is provided in this Declaration please attach additional pages.

### Farming business

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

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### Other business

Are any non-farming activities conducted other than described above, (such as processing, storage facilities, manufacturing, retail, consulting, earthmoving etc)?  Yes  No If Yes, please provide details, including whether you have any separate insurance for these activities:

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Do You require cover for farm hosting activities (eg. farmstay)?  Yes  No

If Yes, please provide details including estimated annual gross turnover and number of beds: \_\_\_\_\_

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Do You conduct farm contracting activities (eg. cartage, harvesting, spraying, fencing, etc), where the annual turnover is greater than \$100,000 or other non-farming work (manufacturing, engineering, processing, consulting)?  Yes  No.

If Yes, please provide details including nature of activities and annual turnover:

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Do You conduct any wine tasting, cellar door sales or other direct sales from the farm, including sales at farmer markets?

Yes  No. If Yes please provide details, including expected annual turnover: \_\_\_\_\_

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Do you incur labour hire costs in excess of \$100,000 annually?  Yes  No.

If Yes please provide details: \_\_\_\_\_

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Do you provide horse agistment for third parties or provide any horseriding or equestrian activities for reward or payment?

Yes  No. If Yes please provide details, including expected annual turnover: \_\_\_\_\_

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## > Farm Pack Insurance Declaration

### Situation

**Note:** Where this form is being completed following receipt of indicative quotation terms, it is sufficient to state 'per RA Schedule' in the 'SITUATION', 'NEAREST TOWN', 'PROPERTY ADDRESS' and just complete 'OCCUPANCY' column for situations as they are numbered on the Rural Affinity Schedule.

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

Please list any buildings at any of the above Situations that are used to store hay:

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### In the past 5 years, have You or anyone else to be insured under the proposed policy:

Had any losses (whether insured or not)?  Yes  No If Yes, please provide details:

**Note:** Where this form is being completed following receipt of indicative quotation terms, if the details contained in the Rural Affinity Schedule are correct it is sufficient to state 'per RA Schedule' in the table below.

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

## > Farm Pack Insurance Declaration

**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 any policy?  Yes  No. If Yes, please provide details:

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2. Been declared bankrupt or become 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 conviction(s) recorded or have any criminal charges pending?  Yes  No. If Yes, please provide details:

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4. Do any Vehicles to be insured have any existing hail damage or any unrepaired damage?  Yes  No.

If Yes, please provide details: \_\_\_\_\_

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5. 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 provide details: \_\_\_\_\_

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6. 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?

Yes  No. If You have answered Yes to any of the above questions, please provide details:

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### 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 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 and attached documentation to be true and correct and I/We have not withheld any relevant information.

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

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