

## > Viticulture 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>.

### General Insurance Code of Practice

This policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the General insurance industry. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### 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.

### 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 reinsurers and services 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 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 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 that each of us holds, 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 | [idaustralia@lloyds.com](mailto:idaustralia@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.

### 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.

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### Intermediary / broker details

Intermediary Name \_\_\_\_\_ Contact Name \_\_\_\_\_

### Contact Details of Insured

Insured Name \_\_\_\_\_ ABN \_\_\_\_\_

Contact Name \_\_\_\_\_ ITC \_\_\_\_\_

Contact Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ Mobile Number \_\_\_\_\_

Address \_\_\_\_\_

### Underwriting Information / Disclosure

In the past 10 years have you or anyone else insured under this policy:

1. had an insurance policy declined or cancelled, or claim rejected?  Yes  No

2. had any criminal conviction(s) recorded or have any criminal charges pending?  Yes  No

If yes to 1. or 2. above, please provide further details: \_\_\_\_\_

Are any of your crops to be insured damaged?  Yes  No

If yes, please provide details \_\_\_\_\_

Are all your crop to be insured?  Yes  No

If no, please attach a property map to this proposal, showing which crops are to be insured (by block)

### Vineyard Details

Vineyard Name \_\_\_\_\_ Address \_\_\_\_\_

Wine Region \_\_\_\_\_ County/Shire \_\_\_\_\_

### Interested Parties

Please list any parties wishing to cover their financial interest in the crop \_\_\_\_\_

**Insured Events**  Fire  Impact by hail

Do you require cover for Frost?  Yes  No Frost cover is only available if hail is also selected.  
If yes, please complete frost questionnaire.

**Excess Type**  Block  Vineyard

Where cover is provided for Frost, the excess applies to the vineyard

**Excess Level**  10%  15% (standard)  20%  25%  30%

### Optional Benefits

Do you require cover for:

1. Increased Costs (Vines only)  Yes  No

2. Future Loss of Profits (Vines only)  Yes  No *Cover is only available if Increased Costs is also selected*

3. Ancillary Property  Yes  No

If you have answered "yes" to optional benefits 1, 2 or 3, please nominate a sum insured per hectare on page 3 of this proposal.

### Endorsement

Do you wish to select the Increased Compensation cover? (for the crop)  Yes  No

### Loss History

Please list any hail losses you have suffered in the past 5 years, including uninsured losses:

YEAR	QUANTITY OF LOSS (\$)
2015/16	
2014/15	
2013/14	
2012/13	
2011/12	

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## Crop Details

BLOCK NAME	GRAPE VARIETY	AGE	AREA (ha)	INSURED YIELD (tonnes/ha)	INSURED VALUE (\$/tonne)	SUM INSURED A X B X C	OPTIONAL BENEFITS (\$/ha)		
			A	B	C		Ancillary Property	Future Loss of Profits	Increased Costs

## > Viticulture Insurance Proposal – Frost Questionnaire

### Frost Mitigation

Do you have any automated irrigation systems which can be used for frost control?  Yes  No

If yes, please provide details \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have automated frost fans which can be used for frost control?  Yes  No

If yes, please provide details \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you undertake any other management practices to reduce frost damage on your crop/s?  Yes  No

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

### Loss History

Please list any frost losses you have suffered in the past 5 years, including uninsured losses:

YEAR	% OF LOSS
2015/16	
2014/15	
2013/14	
2012/13	
2011/12	

### Declaration

- I/We**
- Agree that when this proposal is accepted by Rural Affinity, cover is bound and cover cannot be cancelled and I/We agree to pay the premium quoted.
  - Have received a copy of the Rural Affinity Viticulture Policy Wording and agree to accept the insurance subject to the terms, 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.
  - Have declared each insured block separately on this proposal.

Your signature \_\_\_\_\_ Date \_\_\_\_\_

*Signed for and on behalf of all insureds*

**NOTE** We have to assess all the answers you have provided before confirming your insurance cover