



## > Viticulture Policy Wording

RAVIT0720

## > 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.

Effective July 2020

Rural Affinity Insurance Agency Pty Ltd  
ABN 72 119 838 854 AFS Licence No. 302182

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

## > Table of contents

<b>Important information</b>	<b>1</b>
Who is Rural Affinity?	
Who is the Insurer?	
General Insurance Code of Practice	
Change to the policy wording	
Your Duty of Disclosure	
Privacy Statement	
Dispute resolution	
Financial Claims Scheme	
Cost of insurance	
Words with special meaning	
Jurisdiction	
Important conditions	
<b>Our agreement</b>	<b>4</b>
<b>Who is covered</b>	<b>4</b>
<b>Period of cover</b>	<b>4</b>
<b>The cover</b>	<b>4</b>
<b>Additional benefits</b>	<b>5</b>
Transit	
Harvested Crops	
Claim mitigation expenses	
<b>Basis of settlement</b>	<b>6</b>
Growing Crops – Block Excess	
Growing Crops – Vineyard Excess	
Harvested Crops in transit	
Timing of claim payment	
<b>Exclusions</b>	<b>7</b>
<b>Claims conditions</b>	<b>8</b>
In the event of a claim	
Appointment of Loss Adjuster	
After Your claim is made	
<b>General conditions</b>	<b>9</b>
Adjustment of Sum Insured	
Alterations to cover	
Care and protection	
Cancelling the policy	
Underinsurance	
Goods and Services Tax (GST)	
<b>Definitions</b>	<b>10</b>

## > Important information

### Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd ("Rural Affinity") ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. Rural Affinity arranges policies for and on behalf 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.

The contact details for Rural Affinity are:  
Level 4, 657 Pacific Highway, St Leonards NSW 2065  
PO Box 160, St Leonards NSW 1590  
T (02) 9496 9300 | [www.ruralaffinity.com.au](http://www.ruralaffinity.com.au)

### 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).

### Change to the policy wording

From time to time and where permitted by law, We may change parts of the policy wording. We will only do so if, from the view of a person deciding whether to buy this insurance, the changes are not materially adverse to You.

If We make such changes We may either:

- communicate the changes to You at the earliest opportunity; or
- issue an update on the Rural Affinity's website.

You can also contact Rural Affinity to find out what changes might have occurred and/or to obtain a paper copy of such notices on request.

### 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 information (continued)

### 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 and Rural Affinity’s 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) 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

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

## › Important information (continued)

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.

### 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.

### 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 Crop(s) grown;
3. the location of the Crop(s);
4. the Excess which applies;
5. the Sum Insured selected by You;
6. Your crop loss history; and
7. The information You have disclosed to Us.

### 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 10 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.

### Important conditions

In this policy wording there are conditions which may impact the size of a claim or affect the amount of premium We will charge. These conditions are explained in the general conditions on page 9 of this policy wording.

These conditions include:

1. Adjustment of Sum Insured;
2. Care and protection;
3. Cancelling the policy; and
4. Underinsurance.

## › 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; and
4. any documents We tell You form part of the policy (such as any automatic temporary cover acceptance).

From time to time and where permitted by law, We may change parts of the policy. We will issue You with an Endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Rural Affinity's website at [www.ruralaffinity.com.au](http://www.ruralaffinity.com.au). You can obtain a paper copy of updated information without charge by calling Rural Affinity or Your intermediary.

## › 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

If We have confirmed to You in writing that automatic temporary cover has been provided, and We accept Your proposal before that cover expires, the period of cover will begin at the later of:

1. the Acceptance Date shown on Your Schedule; or
2. the Crop reaching Budburst.

If automatic temporary cover has not been provided or has expired, the period of cover will begin at the later of:

1. 48 hours after 9.00am on the Acceptance Date shown on Your Schedule; or
2. the Crop reaching Budburst.

The period of cover ends on the Expiry Date shown on Your Schedule.

## › The cover

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

The insured events are:

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

Your Schedule shows which insured events are covered, and any sub-limits which may apply.

Claims will be settled according to the basis of settlement and 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, unless otherwise stated in the policy wording.

## ➤ Additional benefits

If Your Schedule states that cover is for crop and the insured events of “impact by hail” has been selected, the following additional benefits apply. These covers are provided in addition to the Sum Insured.

### Transit

This additional benefit covers accidental loss or destruction to harvested Crops during transit from Your Vineyard to a winery or receival point.

We will not cover loss or destruction to harvested Crops when carried:

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

We will not cover loss due to theft or unexplained shortage.

Claims will be settled according to the basis of settlement. The most We will pay during any one period of cover is \$25,000. An Excess of \$1,000 applies to each and every claim.

### Harvested Crops

This additional benefit covers loss of grapes from harvested Crops caused by:

1. fire or lightning; or
2. explosion; or
3. earthquake; or
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; or
5. impact by any animal or land vehicle; or
6. impact by aircraft, other aerial device or article dropped from them, not including chemical substances.

We will not cover loss of harvested Crop unless it is stored in a soundly constructed, fully enclosed building. The most We will pay for all claims under this additional benefit during any one period of cover is \$25,000. An Excess of \$1,000 applies to each and every claim.

Cover under this additional benefit will cease after the harvested Crop(s) is delivered to a winery, an offsite package facility or receival point or commenced packaging onsite.

### Claim mitigation expenses

This additional benefit covers the reasonable expenses required to minimise or reduce the size of any claim under Your policy. These expenses must be approved by the loss adjuster and incurred in accordance with their instructions. The most We will pay under this additional benefit during any one period of cover is 10% of the Sum Insured per damaged block.

No Excess applies to this additional benefit.

## ➤ Basis of settlement

### Growing Crops – Block Excess

Where Your Schedule states that Your Excess applies per block, claims will be settled as follows:

Step 1: The Gross Loss Percentage is determined for each block.

Step 2: The Excess is deducted from the Gross Loss Percentage to calculate the net loss percentage for each block.

Step 3: The net loss percentage is multiplied by the Sum Insured per block to give a claim payment for each block.

Step 4: The total claim payment is then calculated by adding together the claim payments for each block.

### Claims Example 1 – Applying a Block Excess

BLOCK NO	SUM INSURED	GROSS LOSS %	% EXCESS	NET LOSS %	CLAIM PAYMENT
1	\$50,000	20%	10%	10% (20% - 10%)	\$5,000
2	\$25,000	40%	10%	30% (40% - 10%)	\$7,500
3	\$30,000	0%	10%	0%	\$0
<b>TOTAL</b>	<b>\$105,000</b>				<b>\$12,500</b>

The claim payment is \$12,500 (i.e. \$5,000 + \$7,500)

### Growing Crops – Vineyard Excess

Where Your Schedule states that Your Excess applies per Vineyard, claims will be settled as follows:

Step 1: The loss adjuster determines the Gross Loss Percentage for each block.

Step 2: The gross loss value is determined for each block by multiplying the Gross Loss Percentage by the Sum Insured per block.

Step 3: The total gross loss value is calculated by adding the individual gross loss values from each block.

Step 4: The Vineyard Excess is a percentage of the Sum Insured per Vineyard and this is deducted from the total gross loss value to determine the final claim payment. The Sum Insured per Vineyard is the sum of all the individual block Sum Insureds.

### Claims Example 2 – Applying Vineyard Excess

BLOCK NO	SUM INSURED	GROSS LOSS %	GROSS LOSS VALUE
1	\$50,000	20%	\$10,000
2	\$25,000	40%	\$10,000
3	\$30,000	0%	\$0
<b>TOTAL</b>	<b>\$105,000</b>		<b>\$20,000</b>

The Vineyard Excess is \$10,500 (i.e. 10% of \$105,000)

The claim payment is \$9,500 (i.e. \$20,000 - \$10,500)

### Harvested Crops in transit

The amount of any claim will be calculated by multiplying the quantity of grapes lost or destroyed in tonnes, by the Insured Value less the Excess. An Excess of \$1,000 will apply to each and every claim.

### Timing of claim payment

We will not pay for any claim until:

1. the loss adjuster has been able to determine the extent of loss; and
2. all premium has been paid.

## > Exclusions

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

1. any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillaging following any of these or the expropriation of property;
2. any consequence of ionizing radiation or radioactive contaminations from any nuclear fuel or waste which results from the burning or fission of nuclear fuel. The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it. Nuclear weapons material, nuclear pollution or contamination. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
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 or loss 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, including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism and including any costs or expenses arising directly or indirectly from any act of Terrorism;
7. claims for losses for which insurance is prohibited by law; or
8. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Whether or not caused by an insured event We will not pay for:

1. loss of quality of grapes, or rejection or downgrading of grapes by a winery or buyer;
2. consequential loss of any kind;
3. disease (including botrytis);
4. sunburn;
5. loss due to contamination; or
6. loss due to smoke;
7. claims for losses for which insurance is prohibited by law.

We will not pay for any loss which occurs prior to the Crop reaching Budburst.

### **Sanctions Limitation and Exclusion Clause**

We will not pay any claim or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## > 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; and
8. tell Us about any other insurance which covers the Crop(s).

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 or [claims@ruralaffinity.com.au](mailto:claims@ruralaffinity.com.au).

### **Appointment of Loss Adjuster**

Where We identify that Your claim needs to be assessed, We will appoint the loss adjuster to evaluate Your claim under this policy. You must:

1. give Us or the loss adjuster free access to Your Crops;
2. provide necessary documentation requested by Us or the loss adjuster, including a map of Your property indicating the blocks which have been damaged; and
3. accompany the loss adjuster, or appoint someone to accompany the loss adjuster on Your behalf.

The loss adjuster may make recommendations with regards to Your loss. However, We reserve the right to decide whether the loss is covered under this policy and the amount of the claim settlement.

### **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.

### **Adjustment of Sum Insured**

In the event of a claim, if the Potential Yield is found to be less than 75% of the Insured Yield in a block, We will recalculate the Sum Insured using the Potential Yield.

If the Sum Insured is recalculated in accordance with this condition We will recalculate Your premium and provide You with a return premium.

### **Alterations to cover**

Where changes have been made to Your insurance cover, any increase in cover will take effect 96 hours after 9.00am local time on the Alteration Date. And decreases in cover will take effect immediately on the Alteration Date.

### **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 in full 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 (less taxes and duties We cannot recover). There will be no refund if You have already made a claim or if circumstances have arisen entitling you to make a claim.

### **Underinsurance**

Unless specified on Your Schedule, if the total actual area of crop grown and/or sharefarmed by You is found to be greater than the total of the insured Area(s) and We are unable to clearly identify from Your Schedule which crops are insured and not insured, all losses will be reduced in accordance with the proportion the total of the insured Area(s) represent of the total actual area grown and/or sharefarmed by You.

### **Goods and Services Tax (GST)**

The Sum Insureds include Goods and Services Tax (GST).

If You are not registered for GST in the event of a claim We will reimburse You the GST component in addition to the amount that We pay.

The amount that We are liable to pay under this Policy will be reduced by the amount of any input tax credit that You are or may be entitled to claim for the supply of goods or services covered by that payment.

If You are entitled to an input tax credit for the premium, You must inform Us of the extent of that entitlement at or before the time You make a claim under this Policy. We will not indemnify You for any GST liability, fines or penalties that arise from or are attributable to Your failure to notify Us of Your entitlement (or correct entitlement) to an input tax credit on the premium.

If You are liable to pay an excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the excess.

## > Definitions

### Acceptance Date

Means the Acceptance Date listed on Your Schedule.

### Area

Means the hectares of Crop in each block nominated by You and shown on Your Schedule. 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 Your Schedule or the actual area of the unharvested Crop in each block.

### Budburst

Means when 50% of buds on the Crop have leaf tips visible.

### Crop(s)

Means the grapes listed by variety and block as described on Your Schedule.

### Excess

Means the percentage of the Sum Insured per block or per vineyard that You must bear in the event of a loss. If You have started to harvest the Crop(s) the Excess is applied to the combined Sum insured of both the harvested and unharvested portions of the Crop.

### Expiry Date

Means the Expiry Date listed on Your Schedule.

### Gross Loss Percentage

Means the percentage loss of Potential Yield determined by the loss adjuster.

### Insured Yield

Means the average yield in tonnes per hectare nominated by You and agreed by Us, as shown on Your Schedule.

### Insured Value

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

### Potential Yield

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

The Potential Yield will take into account all relevant factors affecting the growth of the Crop 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 = Insured Yield (t/ha) x Insured Value (\$/t) x Area (ha)

### 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.

### Vineyard

Means the location of all Your Crops shown on Your Schedule

### We/Us/Our

Means Rural Affinity acting under a binding authority given to it by the Insurer.

### You/Your

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



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