

Broadacre Insurance Policy

You should read all sections of this Policy before making a decision to acquire this financial product.

Underwritten by: QBE Insurance (Australia) Limited
ABN 78 003 191 035 AFS Licence 239545.

Agent of the insurer: Ag Guard Pty Ltd
ABN 42 168 502 645 AFS Licence 480716.

Address: Mezzanine, 126 Willoughby Rd, Crows Nest, NSW 2065



Insurance

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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Introduction

In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

About this booklet

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need.

For more information

If you have any questions, need more information or to confirm a transaction, please contact your Elders Insurance authorised representative.

To make a claim

The 'Claims' section tells you what you need to do to make a claim. If you'd like to make a claim or to ask about an existing claim please contact your Elders Insurance authorised representative and complete our claim form within 48 hours of the insured event.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

QBE underwrites this product.

About Ag Guard

QBE has authorised Ag Guard Pty Limited ABN 42 168 502 645 AFSL 480716 ('Ag Guard') to issue this Policy, and to accept, manage, respond to and settle claims, as QBE's agent.

About Elders Insurance

Elders Insurance (Underwriting Agency) Pty Limited ABN 56 138 879 026 AFSL 340965 ('Elders Insurance'):

- distributes QBE products
- arranges this Policy as Ag Guard's agent and
- accepts claim notifications on behalf of Ag Guard, but doesn't handle claims.

Our agreement

When you pay or agree to pay your premium, we agree to provide you with insurance for your business under the sections of this policy you select, as shown on your Policy Schedule. You can cancel this policy only in limited circumstances (see 'Crop Failure' and 'Cancelling your policy').

Your policy documents

When you buy your Policy, it will be made up of:

- this Policy wording and
- your Policy Schedule.

How much we'll pay

The most we'll pay for a claim is the sum insured for the cover or section you're claiming under, less any excess.

Paying your premium

Your Policy Schedule states the premium you are to pay for the Policy. The premium and any government charges make up the total amount payable.

The total amount payable will change if:

- we agree to vary the area insured, the insured value or the insured yield
- you suffer a loss before the final revision date. In that case:
 - we'll calculate the total amount payable based on the potential yield and
 - we'll issue an amended Policy Schedule that will show the change and will replace the previous Policy Schedule
- you suffer a loss after the final revision date and the potential yield is less than the insured yield. In that case:
 - we'll calculate the total amount payable based on the potential yield and
 - we'll issue an amended Policy Schedule that will show the change and will replace the previous Policy Schedule.
- you take the optional benefit of post-harvest declaration. In that case:
 - where you have suffered no loss we'll calculate the total amount payable based on the harvested yield but no more than 130% of the insured yield and no less than 70% of the insured yield or
 - where you have suffered a loss we'll calculate the total amount payable based on the potential yield but no more than 130% of the insured yield and no less than 70% of the insured yield and
 - we'll issue an amended Policy Schedule that will show the change and will replace the previous Policy Schedule.

You must pay the total amount payable within 30 days of the invoice date. If we don't receive your premium by this date, or if your payment is dishonoured, this Policy won't operate and there will be no cover.

Period of cover

If we send you an interim cover notice, we'll cover your new season's crop until the expiry date on that notice. The interim cover notice outlines the terms and conditions that apply to that cover.

If we accept your proposal before the interim cover expires, the period of cover begins on the acceptance date on your Policy Schedule.

If you don't receive an interim cover notice or your interim cover expires, the period of cover:

- begins 48 hours after 12pm local time on the acceptance date shown on your Policy Schedule and
- ends:
 - for standing crops (including standing straw) – at the earlier of:
 - > the completion of harvest or
 - > 12pm local time on the final harvest date shown on the Policy Schedule
 - for harvested seed and hay and baled straw (where covered) – at 12pm local time on the expiry date on the Policy Schedule.

What we cover

We'll cover the loss of your insured crop's potential yield for the nominated purpose, during the period of cover, directly caused by:

- Fire; or
- Fire & Hail.

Your Policy Schedule shows whether you chose Fire or both Fire & Hail.

Extra benefits

The following extra benefits are available to all insured events.

No excess applies for these extra benefits.

1. Chemical overspray

When you provide us with the name and address of those responsible, we'll cover loss of potential yield caused by drift from ground-based chemical spraying, unless:

- the spraying was:
 - performed by you, on your behalf or by a share farmer or
 - from a property you or your family own or lease, or which is in your physical or legal control.
- the drift originated further than two kilometres from the affected crop.

We'll also cover loss of potential yield caused by accidental overspray of your insured crops by a spray contractor operating a ground-based unit on your behalf on your property.

The most we will pay in total for all claims under this benefit during any one period of cover is \$100,000.

We need the name and address of those responsible so that we have reasonable prospects of recovering this cost from them. In this way, we can provide this benefit at an affordable cost.

2. Intrusion of livestock

When you provide us with the name and address of those responsible, we'll cover loss of potential yield due to damage caused by the intrusion of livestock. We will not pay for straying livestock:

- you own
- you or your family graze, agist or lease or
- in your physical or legal control.

The most we will pay in total for all claims under this benefit during any one period of cover is \$100,000.

We need the name and address of those responsible so that we have reasonable prospects of recovering this cost from them. In this way, we can provide this benefit at an affordable cost.

3. Harvested seed stored and located at the property

We'll cover damage to or loss of harvested seed:

- stored at your property in a:
 - building
 - silo
 - temporary grain bin
 - bunker or
 - silo bag or grain sock
- caused by:
 - fire, lightning or explosion

- earthquake
- impact by any land vehicle or animal or
- impact by any aircraft and articles dropped from them, not including chemicals.

'Aircraft' means any machine designed to fly, float, glide or move on a cushion of air or move through the air.

We'll also cover loss or damage caused by wind or water (but not flood) to harvested seed while it is stored in a watertight and fully enclosed building or silo at your property.

The most we will pay in total for all claims under this benefit during any one period of cover is \$100,000.

4. Harvested seed in transit

We'll cover accidental loss or damage to harvested seed during loading, unloading and transit by road within Australia between:

- your property and a marketing organisation, bulk handling authority or delivery point for the purpose of sale or storage or
- your property and a seed cleaning operation, while the seed is temporarily at the seed cleaning operation and back to your property.

We won't pay for loss or damage to harvested seed:

- carried in:
 - an overloaded or unroadworthy vehicle or
 - an uncovered or unprotected vehicle or bin
- due to:
 - unexplained seed shortage
 - gradual loss of seed
 - pollution or
 - your failure to properly secure a load, a tailgate or any other mechanism allowing the escape of harvested seed from a bin or a vehicle during transit
- caused by storm, wind or water when carried in an uncovered or unprotected vehicle or trailer
- in a vehicle driven by a driver who is:
 - unlicensed or
 - found to be under the influence of any drug or alcohol.

The most we will pay for all claims in total under this additional benefit during any one period of cover is \$100,000.

Additional costs and expenses

1. Crop replanting costs

You may choose to settle your claim with a replanting subsidy if:

- the insured crop suffers damage covered by this Policy and
- the loss assessor agrees that replanting meets best farming practices.

If so, we'll cover your costs to replant, up to \$150 per hectare.

If you replant:

- the same crop – we will continue to insure the replanted crop
- a different crop – we may agree to transfer the insurance cover to the new crop, but you may have to pay additional premium.

We will not pay for any reduced yield on the crops you replace, only reduced yield on the replanted crops directly caused by an insured event covered by this Policy.

2. Claim mitigation expenses

We'll cover reasonable and additional expenses you incur solely and directly to reduce the size of a claim. The loss assessor must review all claim mitigation expenses and you must follow their reasonable instructions.

We will pay up to:

- \$150 per hectare of damaged crops and
- \$100,000 in total in any one period of cover.

3. Fire prevention

We'll cover your reasonable and necessary costs to prevent the spread of fire in the immediate vicinity of, and posing a direct threat to, your insured crop.

We will also pay for loss of yield due to:

- the need to create a fire break
- vehicles and other fire-fighting equipment travelling through the insured crop or
- fire protection services using fire retardant chemical.

The most we will pay for all claims in total under this benefit during the period of cover is \$50,000.

4. Standing straw

We'll cover increases to your operating costs if:

- fire destroys standing straw remaining from your insured crops and
- because of this, you can't sustain your livestock at your property.

We will pay the reasonable costs to either:

- transport or agist your livestock elsewhere or
- provide replacement fodder.

This additional benefit ends at the earlier of:

- the recovery of an alternative pasture or
- the end of the period of cover.

The most we will pay for all claims in total under this benefit during the period of cover is \$30,000

Optional benefits

You may obtain the following optional benefits on application and for payment of additional premium. They only apply if shown on your Policy Schedule.

1. Hay and baled straw at your property

We'll cover fire, lightning and explosion damage to hay and baled straw from harvested crops while at your property.

2. Hay and baled straw in transit

We'll cover accidental loss or damage:

- to hay and baled straw
- during loading, unloading and transit by road, for the purpose of sale or storage, between:
 - your property and
 - a marketing organisation, bulk handling authority or delivery point.

We won't cover loss or damage to hay or baled straw:

- when carried in a unroadworthy or overloaded vehicle
- caused by storm, wind or water when carried in an uncovered or unprotected vehicle or trailer
- caused by pollution
- due to your failure to properly secure a load, a tailgate or any other mechanism, allowing the escape of hay or baled straw from a bin or a vehicle during transit or
- in a vehicle driven by a driver who is:
 - unlicensed or
 - found to be under the influence of any drug or alcohol.

The most we will pay for all claims in total under this optional benefit during any one period of cover is \$100,000 or the limit shown on your Policy Schedule.

3. Reducing excess

If the assessed percentage loss of yield for an insured field is more than 20%, we'll reduce the excess by 0.5% for every 1% above 20%. For loss values between whole percentages, we'll adjust the excess proportionally.

4. Post-Harvest Declaration

If you select this optional benefit and it is shown on your Policy Schedule, the definition of Yield will be amended to mean the following:

- If you have a claim before the final revision date the yield is the potential yield
- If you have a claim after the final revision date the yield is the potential yield but no less than 70% and no more than 130% of the insured yield
- If you haven't had a claim, the yield is the harvested yield but no more than 130% of the insured yield and no less than 70% of the insured yield.

5. Fixed Value Option

If you select this optional benefit, you can't reduce the insured value during the period of cover.

What we will not pay for (Exclusions)

Crops we don't cover

We don't cover loss or damage to:

- crops grown for experimental purposes unless we agree in writing to cover them
- hay, straw or stubble, except under:
 - the extra benefit 'Standing straw' or
 - the optional benefits 'Hay and baled straw at your property' and 'Hay and baled straw in transit', or
- crops grazed after the most advanced part of the crop has reached first joining.

Natural causes we don't cover

We don't cover loss or damage in relation to:

- water or moisture, even if the water results from melting hail
- wind, whether or not in conjunction with hail impact
- disease, including disease arising from an insured event
- gradual deterioration, decay, contamination, animals (other than straying livestock), birds, pests, vermin, insects or larvae
- flood or
- earthquake, volcanic eruption or subterranean fire, except earthquake damage to harvested seed in storage under the 'Harvested seed stored and located at the property' extra benefit.

Human causes we don't cover

We don't cover loss or damage in relation to:

- use of chemicals, other than under the additional benefit 'Chemical overspray'
- artificial heating or drying
- the lawful seizure, confiscation, requisition or nationalisation of the insured crop
- an intentional act by:
 - you
 - a member of your family or
 - someone acting with your or your family member's express or implied consent
- you or your representative harvesting the crop in breach of any law
- war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- radioactive contamination or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion, or
- an act of terrorism involving actual or threatened use or release of a nuclear weapon or chemical or biological agent.

'Act of terrorism' means an act (including actual or threatened violence):

- by a person or group, acting alone or on behalf of or in connection with an organisation or government

- committed:
 - > for political, religious or ideological purposes
 - > to influence a government or
 - > to put the public (or a section of the public) in fear.

Loss of quality

We don't cover loss of:

- germination ability of harvested seed or crops
- quality, grade or nutritional value of harvested seed, hay, baled straw or crops or
- potential yield due to the presence of any uninsured species of plant, including weeds, even if the damage was also because of an insured event.

Other losses we don't cover

We don't cover claims in relation to:

- movement in the value or price of your crops
- consequential loss of any kind
- failure to supply a contract or
- events that occur before the contract begins.

Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

How we settle your claim

How we settle your claim depends on whether the claim is for:

- damage to unharvested crops or
- loss or physical damage to harvested seed, hay or baled straw

We may deduct any unpaid premium from a claim payment.

1. Unharvested crops

How we calculate a claim for unharvested crops

We calculate a claim for unharvested crops in three steps:

1. Firstly, we calculate the **net loss percentage** by:
 - taking the percentage loss of potential yield for each insured field (assessed by the assessor) and
 - deducting the excess (on your Policy Schedule)
2. Then, we calculate the **field sum insured**, by multiplying:
 - the relevant yield:
 - > up to the final revision date – the potential yield
 - > after the final revision date – the lesser of the potential yield and the insured yield
 - > (your final revision date, potential yield and insured yield all appear on your Policy Schedule)
 - the insured value (on your Policy Schedule)
 - the area affected (assessed by the assessor) and
 - your insured interest in the affected field.
3. Finally, we calculate your claim payment by multiplying:
 - the **net loss percentage** (from step 1) by
 - the **field sum insured** (from step 2).

We may delay the final assessment of a claim until the crop reaches maturity.

Loss of Yield more than 70%

• Additional harvest expense benefit

If your assessed loss of potential yield on an insured field is between 70% and 90%, we will increase your loss of yield by half the difference between the assessed loss and 70%.

However, the most we will pay is the field sum insured shown on your Policy Schedule.

Example	
• Assessed loss of yield	80%
• Additional harvest expense benefit	5% (50% of difference between 80% and 70%)
• Percentage loss payable	85% (80% assessed loss of yield plus 5% additional harvest expense benefit)
• Less excess (on Policy Schedule), for example 10%	Less 10%
• Net loss percentage for claim calculation	75% (85% less 10%)

- **Constructive total loss**

If your loss of yield for an insured field is 90% or more, we will treat the loss as a constructive total loss (100% loss of yield).

Excess

The excess is the percentage of a loss of crop in an insured field you have agreed to bear.

Your Policy Schedule specifies the amount of your excess.

- **Fields over 200 hectares**

For insured fields larger than 200 hectares, we split them into equal units of up to 100 hectares, placing the split lines north south. We then apply an excess to each of these units.

- **Partially harvested crops**

If you have already started to harvest an insured field, we only apply the excess to the unharvested portion of that field.

- **Claims for fire only**

We don't apply an excess if the loss is caused by fire only.

Claim examples

Example 1:	
Insured event:	Hail
Insured interest:	100%
When loss occurred:	Before final revision date
Percentage loss of potential yield (calculated by the loss assessor)	20%
Area (on Policy Schedule)	100 ha
Insured value (on Policy Schedule)	\$190 per tonne
Excess (on Policy Schedule)	5%
Potential yield (the average yield the crops would have produced)	2 tonnes/ha
Insured yield (on Policy Schedule)	1.9 tonnes/ha

Calculation	
As the loss occurred prior to the final harvest date the yield will be the potential yield	
Yield	2 tonnes/ha
Field sum insured This amount is calculated using the potential yield x insured value x area/ha x insured interest	2 tonnes/ha x \$190 per tonne x 100ha = \$38,000
Net loss percentage (the percentage loss of potential yield, less the excess)	20% - 5% excess = 15%
Claim payment Calculated by multiplying the net loss percentage by the field sum insured	15% x \$38,000 = \$5,700

Example 2:

Insured Event: Hail

Insured interest: 50%

Date the loss occurred: after the final revision date

Percentage loss of potential yield	20%
Amount calculated by the loss assessor	
Area (on Policy Schedule)	100 ha
Insured value	\$190 per tonne
Value per tonne as stated on Policy Schedule	
Excess (on Policy Schedule)	5%
Potential yield	2 tonnes/ha
The average yield (tonne per hectare) that the crops would have produced had the insured event not occurred	
Insured yield (on Policy Schedule)	1.9 tonnes/ha

Calculation

Yield (based on the Insured yield, since the loss occurred after the final revision date)	1.9 tonnes/ha
Field sum insured, calculated by multiplying:	
<ul style="list-style-type: none"> • Insured yield • by insured value • by area affected 	1.9 tonnes/ha x \$190 per tonne x 100ha = \$36,100
<ul style="list-style-type: none"> • by your insured interest in the affected field 	x 50% = \$18,050
Net loss percentage of potential yield (as determined by the loss assessor), less the excess.	20% - 5% excess = 15%
Claim payment (net loss percentage multiplied by the field sum insured)	15% x \$18,050 = \$2,707.50

2. Harvested seed or hay or baled straw

When harvested seed, hay or baled straw is lost or damaged, we:

- firstly, multiply the quantity of the lost or damaged seed, hay or straw by the insured value
- then, deduct any salvage value for the seed, hay or straw from your claim.

We may deduct any unpaid premium from a claim payment.

Share farming

If you only insure a percentage of your crops because of a share farming arrangement, we'll only pay the insured percentage of any claim, including for additional and optional benefits.

When the crops are share farmed, we'll make payments to the insured noted on the Policy Schedule. That insured's receipt of our payment discharges our liability under the Policy.

Important information

This section contains conditions that apply to all sections of this Policy. You and anyone covered by this Policy or claiming under it must follow these conditions. If not, we may refuse a claim, reduce the amount we pay or, in some circumstances, cancel your Policy.

Assistance and co-operation

At all times when you deal with us you must:

- provide us with all reasonable assistance we may need
- be truthful and frank
- not behave in a way that's abusive, dangerous, hostile, improper or threatening and
- co-operate fully with us, even after we've paid a claim.

Care and maintenance

You must take reasonable care to prevent damage or loss. We won't pay for damage or loss your failure to take reasonable care contributes to.

You must do everything reasonable, consistent with best farming practices, to grow, harvest, store, transport and protect your insured crop and harvested seed.

Alterations

The Policy Schedule shows the area, insured value and insured yield for each crop.

With our consent, you may amend the insured value or insured yield, or increase the area, at any time up to the final revision date.

- Increases to the area, insured value, insured yield or insured interest % to take effect 48 hours after 12pm local time on the endorsement date on your Policy Schedule.
- Decreases to the insured value or insured yield take effect as soon as we agree to the decrease.
- You can only remove an area of crop from the Policy if there is a partial crop failure (see 'Partial Crop Failure' below).

You cannot change:

- the area, insured value or insured yield after the crop has been harvested
- the area or insured value after you suffer a loss.

If you suffer a loss before the final revision date, we'll reduce or increase the insured yield to reflect the potential yield. We'll apply this change to all crops of that type, including those for which there is a claim.

When we do this, we'll issue an amended Policy Schedule that will show the change and it will replace the previous Policy Schedule.

Other parties' interests

We'll cover other parties like financiers, lessors and other owners if you tell us about them, we agree to cover them and we note them on your Policy Schedule. They are bound by the terms of your Policy.

You can only assign an interest in your Policy with our written consent. We will agree if:

- you are not in breach of the Policy
- we accept the proposed assignee as an insured and
- the proposed assignee agrees in writing to be bound by the conditions of the Policy.

Claims

This section describes what you must do, and conditions that apply, when you make a claim and when loss or damage occurs which is likely to lead to a claim.

Notifying a claim

You must tell Elders Insurance about any loss or damage relating to an insured event by the next working day, with all relevant details including:

- the date and time of the loss or damage
- the cause of the loss
- a farm map with the location of all insured fields and
- the details of the damage to your insured crop in all insured fields.

Loss assessor

We may appoint a loss assessor to assess your claim.

You must co-operate fully with the assessor and promptly respond to any reasonable request, including for:

- access to your property
- information, including:
 - current and prior years' records at any time during the period of cover and within six months after it ends
 - to provide the average yield of seed or hay for all crops, whether damaged or not.

If the loss assessor can't identify a particular field shown in the Policy Schedule, but can identify a larger field which includes that field, we will assess your claim based on the larger field.

The loss assessor will make recommendations to us, but we'll assess whether your claim is covered by the Policy and the amount of a claim settlement.

Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss or damage there's any other insurance (whether issued to you or any other person) which covers the same loss or damage, you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- your ABN
- the percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. We'll adjust our claim settlement amount to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are exclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy.

Recovery from third parties (subrogation and uninsured loss)

Your loss of yield may be, legally, the responsibility of another person. For example, a negligently-set fire might burn your crop.

To help keep your policy affordable, we might ask that person to reimburse the costs of your claim. We'll do this at our expense and may do so in your name, using all legal means available to you to secure reimbursement. If we do, you agree to give all reasonable assistance. We'll control any recovery action.

If your Policy doesn't cover all your loss, we may offer to try to recover your uninsured loss. You'll need to give us documents to support your loss. Before we include an uninsured loss in the recovery action, we'll also ask you to agree to how we'll handle your recovery action. In some cases, you may need to contribute to legal costs.

Crops ready for harvest

If an insured event causes loss or damage to an insured crop that is ready to harvest, you may harvest the crop if you:

- inform us that the crop is ready for harvest
- leave five random sample areas in each damaged field:
 - approximately five metres long and three metres wide
 - spread evenly across every 40 hectares
 - representative of the area and
 - excluding areas of poor growth, trees or areas with poor drainage and
- leave the entire stubble to be inspected by the loss assessor.

You must not graze, burn, cultivate, cut or interfere in any way with either the unharvested sample areas or the stubble from the harvested crop until inspected by the loss assessor.

How your Policy operates

Crop failure

Total Crop Failure

If all your insured crops fail and you can show it was due to seasonal conditions, you may cancel the Policy in full if you tell us before the final revision date.

Premium

If you haven't made a claim, we won't charge you any premium.

If you have made a claim (including one for crop replanting costs), we'll charge a premium based on a yield of 0.5 tonnes per hectare.

If the crop failure happens, or you tell us about it, after the final revision date, we won't reduce the insured yield or the premium. You will need to pay the Total Amount Payable stated on your Policy Schedule.

Partial Crop Failure

If any of your insured crops fail and you can show it was due to seasonal conditions, you may remove that crop from the Policy if you tell us before the final revision date.

Premium

If you haven't made a claim, we won't charge you any premium for that crop.

If you have made a claim for that crop (including one for crop replanting costs), we'll charge a premium for that crop based on a yield of 0.5 tonnes per hectare.

If the crop failure happens, or you tell us about it, after the final revision date, we won't reduce the insured yield or the premium. You will need to pay the Total Amount Payable stated on your Policy Schedule.

Cancelling your Policy

1. By you

Total Crop Failure

You may cancel the Policy, and receive a full refund of premium, only in the case of total crop failure (see above).

Otherwise

You may cancel your Policy at any time by advising us in writing. You will still be required to pay the total amount payable specified on your Policy Schedule. The total amount payable is due 30 days from the invoice date.

2. By us

We may cancel this Policy in accordance with the Insurance Contracts Act 1984 (Cth). If we do so, we will inform you in writing, and charge you the applicable premium for the period up to the date of cancellation.

Changing your Policy

Changes to this Policy only apply when we agree to them and send you a new Policy Schedule with the change.

Jurisdiction

This Policy will be governed and construed in accordance with the laws of the place where your property is located. You agree to submit the non-exclusive jurisdiction of the courts of that state or territory.

Non-renewable Policy

This Policy ends when the term of the period of cover ends. Because crop types and areas sown change from year to year, crop insurance isn't usually renewed or negotiated each year.

To arrange similar insurance with us for your crop in the next growing season, you need to complete a new 'Crop Insurance Proposal' so we can prepare terms of insurance for you to consider.

Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

Other important information

Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for
- is common knowledge
- we know or should know as an insurer or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in more detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit qbe.com/au/privacy or call us on 133 723.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

Step 4 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA	
Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority on 1300 558 849 or go to apra.gov.au/financial-claims-scheme-general-insurers

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Baled Straw	your standing straw that has been baled or rolled.
Excess	the agreed percentage of the field sum insured (specified in the Policy Schedule) which you must first bear in the event of a claim made on that insured field's crop.
Family	any member of your family who lives permanently with you, including your partner.
Field Sum Insured	the amount shown on your Policy Schedule. The field sum insured is calculated as follows: Yield x Insured Value x Area (ha) x Insured Interest (share)
Final Harvest Date	the date (shown on the Policy Schedule) when insurance on any unharvested crop ceases for the current season.
Final Revision Date	the date (shown on the Policy Schedule) as the last date you can: <ul style="list-style-type: none"> change the area or decrease insured yield or the insured value.
Flood	the covering of normally dry land by water that has escaped or been released from the normal confines of: <ul style="list-style-type: none"> a natural watercourse (e.g. lake, river, creek), whether or not altered or modified, or a reservoir, canal or dam.
Hay	your crops intended as fodder that have been cut, raked, baled or rolled.
Hail	physical damage to crops from direct impact of hard pellets of ice falling from the sky, but not loss due to any other cause such as wind, or rain or the melting of hailstones whether or not they accompany the storm that produced the hail.
Harvested Seed	harvested seed from your insured crop, shown in the Policy Schedule.
Harvested Yield	the average yield of seed or hay (in tonnes per hectare) harvested from your insured field.
Insured	the persons, companies, firms or organisations named as the insured on the Policy Schedule.
Insured Field	a specifically and separately identifiable area of land on the property, shown on the Policy Schedule.

When we say	We mean
Insured Interest %	the Insured Interest listed on your Policy Schedule. It reflects the proportion of the field(s) to be insured.
Insured Value	the value per tonne nominated by you and agreed to by us, as shown on your Policy Schedule.
Insured Yield	the average yield of seed or hay (in tonnes per hectare) you have nominated, we have agreed and shown on your Policy Schedule.
Local Time	the time zone where your Property is. When your Property or Properties are in multiple time zones, then the one closest to Australian Eastern Standard Time (AEST).
Loss Assessor	the person or entity we appoint to evaluate claims made under the Policy.
Policy	the terms and conditions set out in this document and your current Policy Schedule.
Policy Schedule	the Policy Schedule we provide to you following our acceptance of the proposal. It contains details of the Policy including the types of cover and levels of insurance you select. If the Policy is altered, we will issue an amended Policy Schedule.
Potential Yield	the average yield of seed or hay (in tonnes per hectare) that the crops would have produced if the insured event had not occurred. <ul style="list-style-type: none"> Where the crop is grown for seed, the potential yield will be the yield of seed. Where the crop is hay or fodder, the potential yield will be the yield of the dry matter. <p>The potential yield takes into account all relevant factors affecting the growth of the crop including factors which take place following the insured event.</p>
Property	where the insured crops are situated, incorporating the latitude and longitude coordinates specified on the Policy Schedule. All cropped fields you own or manage within two kilometres of each other at the nearest point of growing plants will be considered part of the same property.
Purpose	either grain or hay per insured field, nominated by you and agreed by us, as specified on your Policy Schedule.
Standing Straw	the remaining standing stem of a plant in an insured field after the crop has been harvested.
Total Amount Payable	the total amount payable for the Policy, shown on the Policy Schedule, made up of premium and government charges.
Total Sum Insured	the sum of the field sums insured for your Property shown on your Policy Schedule.

When we say	We mean
We, Us, Our	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Yield	<ul style="list-style-type: none"> if you have a claim before the final revision date, the yield is the potential yield. if you have a claim after the final revision date, the yield is the lesser of the potential yield or the insured yield. If you haven't had a claim, the yield is the insured yield.
You, Your, Yours	the persons, companies, firms or organisations shown in the Policy Schedule as the insured.



Insurance