

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.

Address: Level 5, 2 Park Street, Sydney NSW 2000

Agent of the insurer: Primacy Underwriting Management Pty Limited
ABN 87 070 058 212 AFS Licence 237271.

Address: Level 20, 357 Collins Street, Melbourne VIC 3000



Insurance

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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. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it's right for you.

For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your Elders Insurance authorised representative.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your Elders Insurance authorised representative with full written details by completing our claim form within 48 hours of the insured event.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

About Primacy

QBE has given a binding authority to Primacy Underwriting Management Pty Limited ABN 87 070 058 212 AFSL 237271 ("Primacy"). Primacy acts as QBE's agent when it issues this Policy, but only when the Policy was arranged by Elders Insurance.

QBE has also given Primacy a claims authority which authorises it to accept, manage, respond to and settle claims up to a certain limit.

About Elders Insurance

Elders Insurance (Underwriting Agency) Pty Limited ABN 56 138 879 026 AFSL 340965 ("Elders Insurance") has entered into an arrangement with QBE which enables Elders Insurance authorised representatives to distribute certain products underwritten by QBE.

Primacy has also entered into an agreement with Elders Insurance to arrange this Policy. When Elders Insurance arranges this Policy it does so as agent for Primacy. Elders Insurance has also been authorised by Primacy to accept claim notifications made under this Policy, but it cannot manage, respond to or settle claims.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

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; or
- is common knowledge; or
- 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.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

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 detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

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.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

Disputes not covered by the FOS Australia Terms of Reference

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, FOS 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 FOS Australia

Phone	1800 367 287
Email	info@fos.org.au
Online	www.fos.org.au

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

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

Your Policy is an agreement between you and us, made up of:

- this Policy Wording
- your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of cover providing you pay your premium by the due date. There are also:

- conditions and exclusions which apply to specific covers you have selected or sections of the Policy;
- general exclusions, which apply to any claim you make under this Policy;
- general conditions, which set out your responsibilities under this Policy;
- claims conditions, which set out our rights and your responsibilities when you make a claim; and
- other terms, which set out how this Policy operates.

Excesses

The amount which you must first bear in the event of a claim. The excesses set out in this Policy Wording and in your Policy Schedule.

How much we'll pay

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

Paying your premium

The premium you are required to pay for the Policy is the amount stated in your Policy Schedule as 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:
 - the total amount payable will be based on the potential yield; and
 - the change will be shown in the amended Policy Schedule that we will issue to you and which will replace the previous one.

The total amount payable is due thirty (30) days from the invoice date.

You must pay your premium by this 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.

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
Aircraft	any machine designed to fly, float, glide or move on a cushion of air or move through the air.
Baled Straw	your standing straw that has been baled or rolled.
Chemical Overspray	spray drift as identified by the loss assessor on the balance of probabilities to have originated from ground based chemical spraying.
Excess	the percentage of the field sum insured agreed with you and specified in the Policy Schedule, which you must first bear in the event of a claim made on that insured field's crop. If you have already started to harvest the insured field's crop, the excess will only be applied to the unharvested portion of that crop. There is no excess applicable to a fire claim only.
Family	any member of your family who lives permanently with you, including your partner.
Field Sum Insured	is the amount as shown in your Policy Schedule. The field sum insured is calculated as follows: Insured Yield x Insured Value x Area (ha) x Insured Interest (share)
Final Harvest Date	the final harvest date shown in the Policy Schedule, when insurance on any unharvested crop ceases for the current season.
Final Revision Date	the date shown in the Policy Schedule as the last date you may change the area, 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 any of the following: <ul style="list-style-type: none"> • a lake (whether or not it has been altered or modified); • a river (whether or not it has been altered or modified); • a creek (whether or not it has been altered or modified); • another natural watercourse (whether or not it has been altered or modified); • a reservoir; • a canal; • a dam.
Hay	your crop(s) that are intended for use as fodder and have been cut, raked, baled or rolled.
Hail	the physical damage to crop(s) caused by the direct impact of hard pellets of ice falling from the sky. It does not include loss due to any other cause such as wind and/or rain or the melting of hailstones whether or not accompanying the storm that produced the hail.

When we say	We mean
Harvested Seed	the harvested seed from your insured crop, shown in the Policy Schedule.
Harvested Yield	the average yield of seed or hay harvested per hectare from your crop(s).
Insured	the person(s), companies, firms or organisations named as the insured in the Policy Schedule.
Insured Field	<p>an area of land that is specifically and separately identifiable on the property, shown in the Policy Schedule.</p> <p>For the purposes of application of the excess, insured fields over 200 hectares will be split into equal units of no less than 100 hectares with the orientation of the split lines being due north south.</p>
Insured Value	the value per tonne nominated by you and agreed to by us, as shown in your Policy Schedule.
Insured Yield	the average yield of seed or hay as tonnes per hectare, nominated by you and agreed to by us, as shown in your Policy Schedule.
Local Time	the applicable time zone currently being observed for the state or territory in which your property(ies) are located. When your property(ies) are located or spread over multiple locations then the time zone being observed closest to Australian Eastern Standard Time (AEST) applies.
Loss Assessor	the person or entity appointed by us 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 have selected. If the Policy is altered, we will issue an amended Policy Schedule.
Potential Yield	<p>the average yield of seed or hay as tonnes per hectare that the crop(s) would have produced if the insured event had not occurred. 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> <p>The potential yield will take into account all relevant factors affecting the growth of the crop including factors which take place following the insured event.</p>
Property(ies)	<p>is the location where the insured crop(s) are situated, incorporating the latitude and longitude coordinates specified in the Policy Schedule.</p> <p>All cropped fields owned or managed by you within 2 kilometres of each other at the nearest point of growing plants will be considered part of the same property.</p>
Standing Straw	the remaining standing stem of a plant in an insured field after the crop has been harvested.
Total Amount Payable	the amount shown in the Policy Schedule as the total amount payable for the Policy and is the combination of the premium and government charges.

When we say	We mean
Total Sum Insured	the sum of the field sum insured(s) for the insured property(ies) shown in your Policy Schedule.
We, Us, Our	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
Yield	<p>if you have a claim prior to and including the final revision date, the yield is the potential yield.</p> <p>If you have a claim after the final revision date, the yield is the lesser of the potential yield or the insured yield.</p>
You, Your, Yours	the person(s), companies, firms or organisations shown in the Policy Schedule as the insured.

Period of cover

When we have sent you an interim cover notice, we automatically cover your new season's crop until the expiry date shown on the interim cover notice. The interim cover notice outlines the terms and conditions that apply.

If we accept your proposal prior to the interim cover expiry date, the period of cover will begin on the acceptance date shown in your Policy Schedule.

If you have not received an interim cover notice, or your interim cover has expired, the period of cover will begin forty-eight (48) hours after 4pm local time on the acceptance date shown in your Policy Schedule and ending at:

- for crop(s), the earlier of the completion of harvest, or 4pm local time, on the final harvest date specified in the Policy Schedule.
- for harvested seed and hay and baled straw (where covered) at 4pm local time on the expiry date specified in the Policy Schedule.

What we will pay for

We will insure you against loss of potential yield of your insured crop which occurs during the period of cover caused directly by the following insured events:

1. Hail; or
2. Hail and Fire; or
3. Fire.

Your Policy Schedule shows which insured events are covered.

Claims will be settled in accordance with the basis of settlement and are subject to the terms, exclusions and conditions of this Policy.

Additional benefits

The following additional benefits apply when you have selected Hail and Fire cover or Hail only.

There is no excess applicable for these additional benefits.

Chemical overspray

We will pay for the loss of potential yield caused by chemical overspray. We will not pay when:

- the chemical overspray was performed by you or on your behalf or by a share farmer, except for accidental overspray of your insured crops caused by a ground based unit and applied by a spray contractor operating on your behalf on the insured property;
- the drift of chemicals was from a property owned by you, or leased by you (or your family) or in your physical or legal control.
- the drift of chemicals originated from a location greater than 2 kilometres from the affected crop(s).

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

Intrusion of livestock

We will pay for the loss of potential yield due to damage caused by the intrusion of livestock. We will not pay when the straying livestock is:

- owned by you;
- being grazed or agisted, or leased by you (or your family); or
- in your physical or legal control.

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

Harvested seed

1. Harvested seed stored in a fixed silo or enclosed building

We will pay for the loss or damage to harvested seed while stored in a fully enclosed building or silo located at the property, caused by:

- (i) fire, lightning or explosion; or
- (ii) earthquake; or

- (iii) wind or water, excluding flood; or
- (iv) impact by any land vehicle or animal; or
- (v) impact by any aircraft and articles dropped from them, not including chemicals.

2. Harvested seed stored in a temporary grain bin, silo bag or grain sock

We will pay for the loss or damage to harvested seed resulting from:

- (i) fire, lightning or explosion; or
- (ii) earthquake; or
- (iii) impact by any land vehicle or animal; or
- (iv) impact by any aircraft and articles dropped from them, not including chemicals.

3. Harvested seed in transit

We will pay for the accidental loss or damage to harvested seed during loading, unloading and transit by road within Australia:

1. between the property and any marketing organisation, bulk handling authority or any delivery point to facilitate the sale or storage of harvested seed;
2. to any seed cleaning operation and return to the property.

We will not pay for any loss or damage to harvested seed when carried:

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

We will not cover loss of harvested seed due to:

1. unexplained seed shortage; or
2. gradual loss of seed.

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

Additional costs and expenses

1. Crop replanting costs

If the insured crop is damaged by an insured event covered by this Policy and the loss assessor determines replanting fits into best farming practices you may elect to have the claim settled by payment of a replanting subsidy. If you elect to have your claim settled in this way, we will pay you a replant subsidy equal to the costs you have incurred in replanting the crop of up to \$150 per hectare for the area of crop(s) you have replanted.

We will continue to insure the replanted crop if the same type of crop is planted. Where you replant a different type of crop, subject to our approval, we will transfer insurance cover to the new crop, provided you agree to pay any additional premium which may be applicable.

We will not pay for any reduced yield on your replaced crop(s) other than that which results directly from an insured event covered by this Policy impacting the replanted crop(s).

2. Claim mitigation expenses

We will pay for any reasonable and additional expenses that you incur solely and directly to minimise or reduce the size of any claim under your Policy. All claim mitigation expenses must be approved by the loss assessor and incurred in accordance with their instructions. We will pay up to \$150 per hectare for the area of crop(s) damaged.

The most we will pay for all claims in total under the additional benefit "Additional costs and expenses" during any one period of cover is \$100,000.

Additional harvest expense benefit

If your loss of yield on a particular insured field is assessed at 70% or more, we will pay you an additional harvest expense benefit.

The amount we will pay is 50% of the difference between the assessed loss and 70%. This amount will be added to the percentage loss of potential yield.

The most we will pay you is the field sum insured shown in your Policy Schedule.

Example:	
Assessed loss	80% before applicable excess
Additional harvest expense benefit allowance	5% (50% of the difference between 80% - 70%)
Percentage loss payable	85% (80% + 5%) less any applicable excess

The following additional benefits apply when you have selected Hail and Fire cover or Fire only.

Fire prevention

We will pay the reasonable and necessary costs that you incur for the purpose of preventing the spread of fire which is at, or in the immediate vicinity of your insured crop where such fire poses a direct threat.

We will also pay for the loss of yield resulting from:

1. the need to create a fire break; or
2. vehicles and other fire fighting equipment travelling through the insured crop; or
3. the use of fire retardant chemical by fire protection services.

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

Standing straw

We will pay for increases to your operating costs when your standing straw is destroyed by fire and your livestock cannot be sustained at your farm.

We will, at our option, pay for the reasonable costs to:

1. transport your livestock to an alternative location;
2. agist your livestock elsewhere; or
3. provide replacement fodder.

This additional benefit will end at the earlier of the recovery of an alternative pasture, or the expiry 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

The following optional benefits may be obtained on application, and for payment of an additional premium. The benefits only apply if shown in your Policy Schedule.

Hay and baled straw

1. Hay and baled straw

We will pay for the loss or damage occurring during the period of cover to hay and baled straw from harvested crop(s) while at the property specified in your Policy Schedule provided the loss or damage is caused by fire, lightning or explosion.

2. Hay and baled straw in transit

We will pay for the accidental loss or damage to hay and baled straw during loading, unloading and transit by road between the property specified in your Policy Schedule and any marketing organisation, bulk handling authority or any delivery point to facilitate the sale or storage of your hay or baled straw.

We will not pay for any loss or damage to hay or baled straw:

- (a) when carried in any unroadworthy or overloaded vehicle;
- (b) caused by storm, wind or water when carried in any uncovered or unprotected vehicle or trailer.

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

Reducing excess

If the assessed percentage loss of yield per insured field exceeds 20%, the excess will be reduced by 0.5% for every 1% increase over and above the said 20%.

For loss values between whole percentages, a proportional adjustment will be made to the excess.

What we will not pay for

We won't pay for any claim arising directly or indirectly from:

1. water or moisture, even if the water results from melting hail;
2. wind, whether in conjunction with impact by hail or not;
3. disease, including disease arising as a consequence of an insured event;
4. any movement in the value or price of the crop(s);
5. crop(s) grown for experimental purposes unless we agree in writing to cover this risk;
6. loss of germination ability of harvested seed or crop(s);
7. loss of quality or grade of harvested seed, hay and baled straw or crop(s);
8. loss of nutritional value of harvested seed, hay and baled straw or crop(s);
9. loss or damage to hay, straw or stubble, except for that provided under:
 - (a) additional benefit 'Standing straw'; and
 - (b) optional benefit 'Hay and baled straw';
10. use of chemicals other than as allowed under the additional benefit of 'Chemical overspray';
11. gradual deterioration, decay, contamination, animals (other than straying livestock), birds, pests, vermin, insects or larvae, howsoever caused;
12. consequential loss of any kind, other than cover provided for and selected under optional benefits;
13. destruction, loss or damage caused by, or due to, any artificial heating or drying process;
14. loss or damage to crops that are grazed after the most advanced part of the crop has reached first joining;
15. loss of potential yield due to the presence of any uninsured species of plant, including weeds, regardless of whether the damage was also attributable to an insured event;
16. the lawful seizure, confiscation, requisition or nationalisation of the insured crop;
17. flood;
18. earthquake, volcanic eruption or subterranean fire, except in relation to seed harvested from your insured crop in temporary or permanent storage;
19. loss or damage intentionally caused by you, a member of your family or a person acting with express or implied consent from you or that of a member of your family;
20. loss of potential yield caused by a fire which results from you or your representative harvesting the crop in breach of any law, regulation or by-law;
21. failure to supply a contract;
22. events that occurred before the contract was entered into.

Basis of settlement

Unharvested crop(s)

Claims for growing crop(s) are calculated by insured field. The amount of the payment will be calculated by multiplying the net loss percentage by the field sum insured. The net loss percentage is the percentage loss of potential yield determined by the loss assessor, less the excess specified in the Policy Schedule for the crop(s).

Example 1:

Percentage loss of potential yield	20%
Area	100 ha
Insured value	\$190 per tonne
Excess	5%
Potential yield	2 tonnes/ha
Insured yield	1.9 tonnes/ha
Date of loss	Before the final revision date

Calculation

Yield	2 tonnes/ha
Field sum insured	\$38,000 (2 tonnes/ha x 100ha x \$190 per tonne)
Net loss percentage	15% (20% - 5% excess)
Claim payment	\$5,700 (\$38,000 x 15%)

Example 2:

Percentage loss of potential yield	20%
Area	100 ha
Insured value	\$190 per tonne
Excess	5%
Potential yield	2 tonnes/ha
Insured yield	1.9 tonnes/ha
Date of loss	After the final revision date

Calculation

Yield	1.9 tonnes/ha
Field sum insured	\$36,100 (1.9 tonnes/ha x 100ha x \$190 per tonne)
Net loss percentage	15% (20% - 5% excess)
Claim payment	\$5,415 (\$36,100 x 15%)

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

We will not pay for any loss until all premium has been paid.

Harvested seed or hay or baled straw

When the claim is for loss or physical damage to harvested seed or hay or baled straw, the amount of the payment will be calculated by multiplying the quantity of the harvested seed or hay or baled straw, lost or physically damaged by the insured value.

If a claim is for physical damage to seed, hay or baled straw and that seed, hay or baled straw has any salvage value, such value will be calculated and deducted from the claim.

We will not pay for any loss until all premium has been paid.

Constructive total loss

If your loss of yield on a particular insured field is assessed at 90% or more as a result of an insured event, we will treat the loss as a constructive total loss (100% loss of yield).

Loss assessor

We may appoint a loss assessor to assess your claim under this Policy.

You must co-operate fully with that loss assessor. This includes promptly responding to any reasonable request by that loss assessor, including requests:

- to provide access to the insured property;
- to provide access to current and prior years' records at any time during the period of cover and within six (6) months after it ends;
- to obtain or provide any information;
- to provide harvested yields for all crops, whether damaged or not.

If the loss assessor is unable to identify a particular field shown in the Policy Schedule, but is able to identify a larger field which includes that field, we will assess a claim under the Policy on the basis of the larger field, and not the one shown in the Policy Schedule.

The loss assessor will make recommendations to us concerning your claim under this Policy, but we reserve the right to make the final decision on whether your claim is covered by the Policy and, if so, the amount you are entitled to be paid in settlement.

Share farming

If, because of a share farming arrangement, you have insured only a percentage of your crop(s) shown in the Policy Schedule, we will only pay you that percentage of the amount you would otherwise have been entitled to be paid in respect of any claim under this Policy including the additional and optional benefits.

When the crop(s) are share farmed, payment will be made to the insured noted in the Policy Schedule.

That insured's receipt of our payment will be an effective and valid discharge of our liability under the Policy.

General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss or damage arising directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involves or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
 - involves violence against one (1) or more persons; or
 - involves damage to property; or
 - endangers life other than that of the person committing the action; or
 - creates a risk to health or safety of the public or a section of the public; or
 - is designed to interfere with or to disrupt an electronic system;
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss or damage directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches: any sanction, prohibition or restriction under United Nations resolutions; the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America; or any local autonomous sanctions.

General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

Assignment of interest

You may not assign any interest in the Policy without our written consent. We have absolute discretion to grant or withhold consent. Each of the following conditions must be satisfied:

1. you are not in breach of the Policy;
2. we accept the proposed assignee as an insured; and
3. the proposed assignee agrees in writing to be bound by the conditions of the 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 to which your failure to take reasonable care is a contributing factor.

You must do everything that is reasonable, in accordance with best farming practices, to grow, harvest, store and transport your insured crop and the seed harvested from it and to protect the crop and the seed from loss or damage of any type.

Crop failure

If any of your insured crop fails due to seasonal conditions, we will allow you to cancel the cover, providing you notify us of the crop failure prior to the final revision date. No premium will be charged on the failed crop, provided you have not already made a claim. If you made a claim, a premium based on a yield of 0.5 tonnes per hectare, will apply.

A claim for crop replanting costs is considered a claim for the purpose of this condition.

The insured yield and the premium will not be reduced if the crop failure occurs after the final revision date.

Insured value or crop yield revision

The Policy Schedule shows the insured value and insured yield for each crop. Subject to our approval, you may amend the area, insured value or insured yield at any time up until the final revision date.

You cannot amend the area, insured value or insured yield:

- after the crop has been harvested, or
- after a claim, unless the potential yield is less than the insured yield. In this case the insured yield will be reduced to the potential yield.

Where a claim occurs prior to the final revision date and we agree to a reduction of the insured value or insured yield, the reduction will apply to all crops of that crop type, including those for which there is a claim.

Increases to the insured value or insured yield will not take effect until 48 hours after 4pm local time on the day we agree to the increase.

Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted in your Policy Schedule is bound by the terms of your Policy.

Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them in your Policy Schedule.

Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

Notifying a claim

You must give us notice within 48 hours, or on the next working day, of the occurrence of any loss or damage relating to an insured event, whichever is earlier.

You should include all the relevant details, including the date and time of the loss or damage, the cause of the loss, a farm map detailing the location of all insured fields shown in the Policy Schedule and the details of the damage to your insured crop in all insured fields.

Other insurance

You must notify us of any other insurance which will or may, whether in whole or part, cover any loss insured under your Policy.

Contribution

If at the time of any loss or damage there's any other insurance (whether effected by you or by 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. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive 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 not to seek compensation from any person liable to compensate you for loss or damage covered by your Policy, we won't cover you for that loss or damage.

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.

Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

Your crop(s) are 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 providing you:

1. inform us that the crop is ready for harvest;
2. leave 5 random sample areas that are approximately 5 metres long and 3 metres wide spread evenly across every 40 hectares in each damaged field. These samples should be representative of the area and should not include areas of poor growth, trees or areas with poor drainage; and
3. leave the entire stubble until it has been 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.

Other terms

These other terms apply to how your Policy operates.

Cancelling your Policy

1. By you

You may cancel your Policy at any time by advising us in writing. Other than cancellation allowed by 3. Total Crop Failure, you will still be required to pay the premium if you cancel the Policy.

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, less any administration fees. You will not receive a refund of premium if you have already made a claim or if you are entitled to make a claim.

3. Total Crop Failure

You may cancel this Policy due to total crop failure providing you notify us before the final revision date. You must give us notice, in writing, of the cancellation by that date and the reason for the failure for all insured crops. No premium will be charged for the Policy, provided you have not already made a claim. If you have made a claim, a premium based on a yield of 0.5 tonnes per hectare, will apply. The insured yield and the premium will not be reduced if the crop failure occurs after the final revision date.

Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

Joint and co-insureds

If more than one person is insured under the Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

Jurisdiction

This Policy will be governed and construed in accordance with the laws of the state or territory in Australia in which your insured 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. By reason of changes in crop types and areas sown from year to year, this is not a policy of a kind that it is usual to renew or for the renewal of which it is usual to negotiate.

If you wish to arrange similar insurance with us for your crop in the next growing season, you must complete a new 'Crop Insurance Proposal' to enable us to prepare terms of insurance for you to consider.

Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.



Insurance