



Pre-Harvest Policy

# AWB Broadacre Crop Insurance

Season 2018/19



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## Insurer

Swiss Re International SE Branch  
 ABN 38 138 873 211 AFS Licence 355088  
 363 George St Sydney 2000

## Managing Agent for the Insurer

Crop Risk Solutions  
 Level 6, 153 Walker St, North Sydney NSW 2061  
 Tel 02 9965 1177  
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 Email info@croprisksolutions.com.au

As managing Agent for the Insurer,  
 Swiss Re International SE Australia Branch  
 ABN 38 138 873 211 AFSL 355088

AgriRisk Services Pty Ltd ABN 60 003 720 705 AFS Licence 233798 trading as Crop Risk Solutions.

## Policy Version

CRS\_CORSO\_PREH\_12.06.2018

# 1. IMPORTANT INFORMATION

Please read the following information carefully.

## 1.1. ABOUT YOUR POLICY

This is Your Broadacre Crop Insurance Policy wording. Along with Your Schedule of Insurance it contains all relevant information about the type of cover provided, conditions, exclusions and how to make a claim. You must read this Policy wording carefully in conjunction with Your Schedule of Insurance to ensure You understand the cover offered and also to ascertain that it meets Your requirements.

## 1.2. THE INSURER, CRS AND AWB

**Swiss Re International SE Australia Branch** ABN 38 138 873 211 is an APRA authorised insurer and member of the Swiss Re Group. It holds AFS License No 355088 and is the Insurer for this Policy.

**AgriRisk Services Pty Limited (AgriRisk)**, ABN 60 003 720 705 holds AFS License No. 233798, trading as Crop Risk Solutions.

**Crop Risk Solutions (CRS)** issues this Policy document acting as Managing Agent for the Insurer. Neither AgriRisk nor CRS act as Your agent.

**AWB**, its staff and agents arrange this insurance under an Authorised Representative agreement with AgriRisk. Its parent company is Cargill Australia Ltd ABN 42 004 684 trading as AWB. AWB and Cargill do not act as Your agent.

## 1.3. DUTY OF DISCLOSURE

Before You enter into the Policy with Us, the Insurance Contracts Act 1984 requires You to disclose to Us every matter that you know or could reasonably be expected to know is relevant to Our decision whether and on what terms Your application for insurance is acceptable and to calculate how much premium is required for Your insurance.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate the Policy. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time You provide answers or make disclosure and the Relevant Time, You need to tell Us.

## 1.4. WHAT YOU MUST TELL US

You do not need to tell Us about any matter:

- that diminishes Our risk;
- that is of common knowledge;
- that We know or should know as an Insurer; or
- that We tell You We do not need to know.

## 1.5. WHO DOES THE DUTY APPLY TO?

The duty of disclosure applies to You and everyone that is an Insured under the Policy. If You provide information for another Insured, it is as if they provided it to Us.

## 1.6. WHAT HAPPENS IF THE DUTY OF DISCLOSURE IS NOT COMPLIED WITH?

If the duty of disclosure is not complied with We may cancel the Policy and/or reduce the amount We pay if You make a claim. If Your non-disclosure is fraudulent, We may avoid the Policy from its beginning.

## 1.7. GOODS AND SERVICES TAX (GST)

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay. This Policy does not cover You for this GST liability, or for any fine.

## 1.8. GOVERNING LAW

If a dispute arises in relation to this Policy, it shall be determined under the laws in the Australian state or territory where You purchased Your insurance Policy.

## 1.9. LIMIT OF LIABILITY

Some sections of this Policy and Endorsements (if applicable) include limits or sub-limits. You must read this Policy wording including Your latest Schedule of Insurance and any attached Endorsements to make sure You understand these limits or sub-limits as under no circumstances will Our liability for any and all claims from any insured event exceed the Total Sum Insured of this Policy less any applicable Excess.

## 1.10. PREVENTING OUR RIGHT OF RECOVERY

Where another person or entity is liable to compensate You for any loss, destruction or physical damage which is covered by this Policy, but You have agreed not to seek recovery of any monies from that person or entity, We will not cover You under this Policy for that loss or physical damage.

## 1.11. PRIVACY STATEMENT

We are bound by the Australian Privacy Principles of Privacy Act 1988 (Cth) when We collect and handle Your personal information. We will only collect personal information from You that is necessary in order for Us to process and administer the Policy and any claims You may make under the Policy. Where possible, We will collect personal information directly from You or, where that is not reasonably practical, from other sources. We may also use Your personal information for the purpose of designing or underwriting new insurance products, for research and analytical purposes, to perform administrative functions, and to comply with our legal obligations.

We may disclose Your personal information to third parties for the purposes described in Our privacy policies, including insurers, reinsurers, reinsurance brokers, loss adjusters, external claims data collectors, investigators and others involved in the claims handling process, agents and service providers and related entities some of whom may be located in overseas countries, including Switzerland, India, United States of America and Bratislava.

In providing personal information, You consent to the collection, use and disclosure, including overseas disclosure of Your personal information for the purposes described in Our privacy policies. Where You provide us with personal information about others, you represent to Us that You have made them aware of that disclosure and of Our privacy policies and that You have obtained their consent.

If You do not consent to provide Us with the personal information that We request, or withdraw Your consent to the use and disclosure of Your personal information at any stage, We may not be able to offer You the products or provide the services that You seek.

We realise that this information is often very sensitive in nature and will treat it with the utmost care and security. Information on how We handle Your personal information is explained in Our Privacy Policy including:

- 1) What information We collect and how We use it;
- 2) When do We disclose Your information overseas;
- 3) How do We hold and protect Your information;
- 4) How We disclose the information;
- 5) How You can check, update or change the information We are holding;
- 6) What happens if You wish to complain.

A copy of CRS's Privacy Policy as well as the Insurer's Privacy Policy are available from Our website - [www.croprisksolutions.com.au](http://www.croprisksolutions.com.au)

### **1.12. YOU MUST INSURE ALL FIELDS OF THE SAME CROP TYPE**

You must insure all Fields of the same Crop Type being grown on Your Property unless We have agreed in writing that specific Fields are not to be covered by this Policy.

See Condition 7.7 titled "Insuring the correct Field area and Crop Type" for details of what happen if You do not insure your whole Crop.

### **1.13. DISPUTE RESOLUTION PROCESS – HELPING YOU SOLVE ANY PROBLEMS**

Complaints or disputes are not an everyday occurrence. We strive to do things the right way and meet our customers' expectations. Sometimes though, complaints or disputes do occur and when this happens, our objective is to resolve any disagreement as amicably and as quickly as possible. We believe the best way to achieve this is to provide You with an opportunity for an unbiased review of the issue.

### **1.14. HERE IS WHAT TO DO IF A COMPLAINT OR DISPUTE ARISES**

Regardless of whether the complaint or dispute involves the Insurer, our staff, AWB, Loss Adjuster, or the service CRS provide, simply contact CRS Monday to Friday and ask to speak to the Complaints Manager and provide the details of the issue concerning You. Then CRS will attempt to resolve the complaint or dispute; if they are unable to do so they will log it and escalate the matter to a higher authority for resolution.

CRS have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about CRS services and products CRS manage.

The person involved in the complaints and disputes resolution process will write to You within fifteen (15) working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

### **1.15. IF YOU ARE NOT SATISFIED WITH THE OUTCOME OF THIS PROCESS**

If CRS are unable to resolve the complaint or dispute, CRS will offer You the option of referring the matter to the insurance industry's external independent complaints scheme (subject to eligibility). The scheme will only review complaints or disputes if they have gone through CRS internal complaints and disputes resolution process.

### **1.16. CONTACT DETAILS FOR FINANCIAL OMBUDSMAN SERVICE**

You can find out more about the external dispute resolution process or contact FOS by: Website: [www.fos.org.au](http://www.fos.org.au) (on-line complaint form is also available).

- Phone Toll Free: 1800 367 287
- Website: [www.fos.org.au/resolving-disputes/before-you-lodge-a-dispute](http://www.fos.org.au/resolving-disputes/before-you-lodge-a-dispute)
- Email: [info@fos.org.au](mailto:info@fos.org.au)
- Post: Financial Ombudsman Service, GPO Box 3, Melbourne, VIC 3001

## 2. WHAT THIS INSURANCE PROVIDES YOU

Subject to the terms, conditions and exclusions of the Policy, We provide the following coverages:

### 2.1 LOSS OF POTENTIAL YIELD

We cover You against loss of Potential Yield of Your Crop solely and directly caused by Hail and/or Fire only or such other perils that have been included by way of Endorsement. Your Schedule shows which insured perils are covered.

#### The Excess You must bear

The percentage (%) shown for each Field specified in Your Schedule of Insurance.

#### How We settle Your claim on Your standing Crop

- a) We will pay You the amount calculated by multiplying the Field Sum Insured by the Assessed Percentage Loss of Potential Yield as determined by the Loss Adjuster after deducting any applicable Excess.
- b) Where more than one insured peril has impacted the insured Crop and resulted in a reduction in the Potential Yield then the Loss Adjuster will determine the actual Assessed Percentage Loss of Yield that is attributable to each insured peril that impacted the insured Crop and this will be used by Us to calculate the amount We will pay.
- c) We may delay the final assessment of a claim until the Crop reaches maturity. Should You elect not to harvest a Crop for economic reasons We will estimate Your harvestable yield by using any reasonable method at Our disposal.
- d) When the Crop is share-farmed, payment will be made to the Insured(s) named in the Schedule of Insurance. That Insured's receipt of Our payment will be an effective and valid discharge of Our liability under this Policy.

#### Hail claim example includes the application of the Reducing Excess

<b>Field Sum Insured:</b>	\$50,000 (100Ha x 2 tonne/Ha x \$250/tonne)
<b>Assessed Percentage Loss of Potential Yield</b>	25%
<b>Selected Excess:</b>	5%
<b>Reducing Excess application</b>	5% reduced to 2.5% (Refer clause 3.6 of the Policy)
<b>Net Loss Percentage:</b>	22.5% (25% - 2.5%)
<b>Claim Amount:</b>	\$11,250 (\$50,000 x 22.5%)

#### Specific limits or conditions that apply to Loss of Potential Yield

- 1) The Hail or Fire must occur during the Period of Insurance.
- 2) We will not pay, or agree to pay, for any loss until all premiums and Government taxes, duties and other charges have been paid.
- 3) The maximum We will pay for any claim is the Total Sum Insured which may have been adjusted in accordance with the provisions of this Policy shown on Your final Schedule of Insurance less any applicable Excess.

### 2.2 REPLANT SUBSIDY

#### What We will pay for

If the Crop is physically damaged by a peril covered by this Policy and the Crop:

- 1) has not reached the First Jointing or the Eight-leaf Stage, and
- 2) is determined by the Loss Adjuster to be uneconomic to continue,

You may choose to have the claim settled by payment of a replant subsidy.

#### The Excess You must bear

Nil

#### How We will settle Your Replant Subsidy claim

We will pay You a replant subsidy equal to the reasonable costs You have incurred in replanting the Crop of up to the amount of \$150 per hectare for the area of Crop replanted. If the harvestable yield of the replanted Crop (i.e. sown with the same Crop Type) does not achieve the Potential Yield of the original Crop the difference will be considered a loss of Potential Yield under the Policy.

#### Specific limits or conditions that apply to Replant Subsidy

Your replanted Crop will take the place of Your original Crop insured by this Policy and will be covered on the same basis.

No extra premium is payable to reinstate the insurance coverage provided the replanted Crop is of the same type as the original Crop. If the replanted Crop is of a different type to the original Crop the premium will be calculated using the applicable premium rate for that Crop Type and the Excess may be varied to reflect that replanted Crop Type.

#### Specific exclusions that apply to Replant Subsidy

We will not be liable for any reduced yield on Your replanted Crop that was not a direct result of a peril covered by this Policy impacting the replanted Crop.

### 2.3 ADDITIONAL EXPENSES

#### What We will pay for in relation to Crop loss for Additional Expenses

We will reimburse You for reasonable costs that You incur as a result of an insured peril for which We agree to pay a claim, that are deemed by the Loss Adjuster to have been necessary and reasonably incurred to reduce the size of a claim.

#### The Excess You must bear

Nil.

#### Specific limits or conditions that apply to Additional Expenses

- 1) The claim for loss of Potential Yield must be greater than the result of the Excess percentage applied to the affected Fields Sum Insured.
- 2) The most We will pay is \$100 per hectare.
- 3) Where requested by Us or the Loss Adjuster You must provide all necessary documentation and receipts in relation to the Additional Expenses You incurred and for which You are claiming reimbursement.

#### Specific exclusions that apply to Additional Expenses

The Insurer will not pay more than the amount of Savings generated by the Additional Expenses, unless the Additional Expenses were incurred with the prior written agreement of the Loss Adjuster.

## 3. OTHER BENEFITS

This Policy includes certain other benefits which are listed below where You will find the applicable cover, specific exclusions, limits, conditions that apply to these benefits in addition to those terms, conditions and exclusions expressed elsewhere as applicable to the Policy as a whole.

The other benefits are:

<b>1) Baled Hay</b>	included when the purpose of the Crop(s) is specified as hay.
<b>2) Harvested Grain</b>	included
<b>3) Chemical Overspray</b>	included
<b>4) Fire Mitigation and Fire Fighting Costs</b>	included
<b>5) Straying Livestock</b>	included
<b>6) Reducing Excess</b>	included

For any of the above other benefits excluding Reducing Excess where no individual limit is more specifically mentioned, the maximum We will pay for any one claim and for any one Property during the Period of Insurance will be \$75,000 except for Fire Fighting Costs which will be limited to \$5,000. In addition, the maximum We will pay during the Period of Insurance for all claims that arise under any and all of the other benefits will be limited to \$150,000 per Policy.

### 3.1 BALED HAY

#### What We will pay for in relation to Crop loss to Baled Hay

##### a) while in storage

We will pay for loss or physical damage to Baled Hay but only when the Baled Hay is stored in a soundly constructed building that is fully enclosed on at least three (3) sides and as a result of one of the following;

- I. Fire, lightning or explosion;
- II. Impact caused by any land vehicle or aircraft and aerial devices and articles dropped from them (excluding chemicals).

#### The Excess You must bear

Nil

In addition to the exclusions applicable to the whole Policy, these specific exclusions apply under this Benefit

This benefit is only available if the purpose of the Crop is specified in the Schedule of Insurance as hay.

##### b) in transit

We will pay for accidental loss or physical damage which occurs during the Period of Insurance, to Baled Hay in transit by road between the place of harvest and any marketing organisation or any delivery point within 500km of the place of harvest to facilitate the sale or storage of Your Baled Hay.

#### The Excess You must bear

Nil

#### In addition to the exclusions applicable to the whole Policy, these specific exclusions apply under this benefit

We will not pay for any loss or physical damage to Baled Hay

- I. when carried in any uncovered, unprotected or stored in any inadequately constructed vehicle;
- II. caused by wind or water;
- III. when carried in any un-roadworthy or overloaded vehicle;
- IV. that occurs during the harvesting process.
- V. caused by Hail or Fire whilst in the paddock.

**Specific limits or conditions that apply to, a) while in storage or b) in transit sections of this benefit.**

- 1) Provided We are notified in writing prior to the Final Revision Date that the purpose of the Crop has changed to hay then this optional benefit can be added to the Policy after cover has commenced.
- 2) The assessed loss for each event must be greater than \$500 for a claim to proceed.

**How We will settle Your claim for loss or damage to Baled Hay**

We will calculate the amount to be paid by multiplying the quantity of Baled Hay lost or damaged by the Insured Value. We will deduct any salvage value of the damaged hay.

**3.2 HARVESTED GRAIN**

**What We will pay for in relation to Harvested Grain**

**a) while it is stored in a fixed silo or building**

We pay for loss or physical damage caused by

- I. Fire, lightning or explosion and earthquake;
- II. Wind or water, excluding Flood;
- III. Impact by any land vehicle, animal or aircraft or aerial devices and articles dropped from them (excluding chemicals).

**Specific limits or conditions that apply to this Benefit**

The grain must have been stored at the time in a soundly constructed, fully enclosed building or silo for cover to apply.

**b) while it is stored in a temporary grain bin or silo bag**

We pay for loss or physical damage up to a maximum of \$10,000 per Property resulting from

- I. Fire, lightning or explosion, earthquake; or
- II. impact by land vehicle, animal or aircraft or aerial devices and articles dropped from them (excluding chemicals).

**In addition to the exclusions applicable to the whole Policy, these specific exclusions apply under this benefit**

- I. Loss or physical damage to Harvested Grain coverage is limited to 60 days from being harvested where it has been stored in a temporary bin/silo or silo bag, and
- II. We will not pay for loss or damage to the grain stored in a silo bag where such damage was caused by –
  - a. Vermin, birds, and/or animals of any kind.
  - b. Impact by falling tree or branches.
  - c. The reuse of any previously used silo bag.

**c) while it is in transit**

We pay for accidental loss or physical damage during road transit, within 500km of the place of harvest

- I. between the place of harvest and any marketing organisation, bulk handling authority or any delivery point to facilitate the sale or storage;
- II. to any seed cleaner operation and return to place of harvest.

**In addition to the exclusions applicable to the whole Policy, these specific exclusions apply under this benefit**

We will not pay for any loss or physical damage

- I. when carried uncovered, unprotected or stored in any inadequately constructed vehicle or bin;
- II. caused by storm or water while the grain is stored in the open air;
- III. when carried in any un-roadworthy or overloaded vehicle;
- IV. occurring during the harvesting process.

**The Excess You must bear for Loss of Harvested Grain**

Nil

**Specific limits or conditions that apply to the storage and transit of Harvested Grain**

The assessed loss for each event must be greater than \$500 for a claim to proceed.

**How We will settle Your claim for Harvested Grain**

We will calculate the amount to be paid by multiplying the quantity of Harvested Grain lost or damaged by the Insured Value. We will deduct any salvage value of the damaged grain.

**3.3 CHEMICAL OVERSPRAY**

**What We will pay for in relation to loss of Potential Yield due to Chemical Overspray**

We will pay for loss of Potential Yield caused by Chemical Overspray.

**The Excess You must bear**

Nil

**How We will settle Your claim for Chemical Overspray**

We will pay You the amount calculated by multiplying the Assessed Percentage Loss of Potential Yield determined by the Loss Adjuster by the Field Sum Insured.

**Specific limits or conditions that apply to this benefit**

You must provide Us with the name and address of those who may have been responsible for the Chemical Overspray otherwise there will be no claim payable under this additional benefit.

**Specific exclusions apply under this benefit**

We will not pay if the overspray is due to chemical:

- 1) applied by any aircraft; or
- 2) sprayed by You, on Your behalf or by a sharefarmer on your own Property or any other property within 2 km radius of the affected Field(s)

**3.4 FIRE MITIGATION AND FIRE FIGHTING COSTS**

**What We will pay for in relation to Fire Mitigation or Fire Fighting Costs**

**a) Fire Mitigation**

**What We will pay for in relation to Crop loss due to Fire Mitigation**

We will pay the loss of Potential Yield caused by Fire Mitigation.

**How We will settle Your claim for Fire Mitigation**

We will pay You the amount calculated by multiplying the Assessed Percentage Loss of Potential Yield by the Field Sum Insured.

**b) Fire Fighting**

**How We will settle Your claim for Fire Fighting Costs**

We will pay You the actual amount incurred as determined by the Loss Adjuster.

**The Excess You must bear**

Nil

**Specific limits or conditions that apply to this benefit**

The most We will pay during the Period of Insurance for Fire Fighting Costs is \$5,000.

**3.5 STRAYING LIVESTOCK**

**How We will settle Your claim for Straying Livestock**

We will pay for loss of Potential Yield caused by Straying Livestock.

**The Excess You must bear**

Nil.

**Specific limits or conditions that apply to this benefit**

- 1) You must maintain all fences around the Crop in good order, and ensure that they are of a suitable type used to control livestock that would be normally grazed on the Property or adjoining Properties.
- 2) The gates at the Property or in any Property boundary fence must be closed and secured when not in use.
- 3) You must provide Us with the name and address of the person responsible for the Straying Livestock otherwise no claim will be payable.

**Specific exclusions apply under this benefit**

No claim will be admitted if the loss was due to Your negligence or that of any family member or employee or sharefarmer.

**3.6 REDUCING EXCESS**

**How does it work?**

If the Assessed Percentage Loss of Potential Yield per Field exceeds 20%, the Excess will be reduced by 0.5% for every 1% increase over and above the said 20% as shown in the table below.

For loss values between whole percentages, a proportional adjustment is made to the Excess. The Excess cannot be less than zero.

**Reducing Excess Table**

The Percentage (%) Loss/Field	The Selected Excess as shown on Your Schedule of Insurance		
	5.0%	10.0%	15.0%
0–20%	5.0%	10.0%	15.0%
21%	4.5%	9.5%	14.5%
22%	4.0%	9.0%	14.0%
23%	3.5%	8.5%	13.5%
24%	3.0%	8.0%	13.0%
25%	2.5%	7.5%	12.5%
26%	2.0%	7.0%	12.0%
27%	1.5%	6.5%	11.5%
28%	1.0%	6.0%	11.0%
29%	0.5%	5.5%	10.5%
30%	0.0%	5.0%	10.0%
31%	–	4.5%	9.5%
32%	–	4.0%	9.0%
33%	–	3.5%	8.5%
34%	–	3.0%	8.0%
35%	–	2.5%	7.5%
36%	–	2.0%	7.0%
37%	–	1.5%	6.5%
38%	–	1.0%	6.0%
39%	–	0.5%	5.5%
40%	–	0%	5.0%
41%	–	–	4.5%
42%	–	–	4.0%
43%	–	–	3.5%
44%	–	–	3.0%
45%	–	–	2.5%
46%	–	–	2.0%
47%	–	–	1.5%
48%	–	–	1.0%
49%	–	–	0.5%
50%	–	–	0.0%

## 4. DEFINITIONS

For the purpose of this Policy and any other documentation provided by Us, which attaches to and forms part of this insurance the definition provided in this section will apply.

### 4.1. ASSESSED PERCENTAGE LOSS:

Means the percentage (%) loss in the Potential Yield as determined by the Loss Adjuster.

### 4.2. BALED HAY:

Means Your Crop grown for fodder that is baled, rolled or stacked.

### 4.3. BROADACRE CROP INSURANCE

Means the type of insurance that will insure a standing Crop for damage sustained by a named natural peril or weather event.

### 4.4. CHEMICAL OVERSPRAY:

Means a harmful liquid substance or preparation for the control of weeds and pests or to modify the physiology of a plant that causes damage to Your insured Crop and the Loss Adjuster has identified that on a balance of probabilities it has originated from ground based spraying within a 2.0km radius of the affected Crop Type.

### 4.5. CROP:

Means the Crop Type specified in the Schedule of Insurance.

### 4.6. CROP TYPE:

Means the particular species of crop being grown on Your Property, for example, Wheat, Barley, Chickpeas etc.

### 4.7. EXCESS:

Is the Excess percentage of the Field Sum Insured selected by You and specified in Your Schedule of Insurance current at the date of the loss, which You must first bear in the event of a claim or claims on the Field. If You have already started to harvest a Field, the Excess will be applied to the Field Sum Insured shown in Your Schedule of insurance. There is no Excess applicable for Fire claims. For the purposes of application of the Excess, Fields over 200 hectares may be split at the sole discretion of the Loss Adjuster into equal units of no less than 100 hectares.

### 4.8. EIGHT LEAF STAGE:

Means the stage of growth in dicotyledons (non-cereal crops) when at least 50% of the Crop has at least eight (8) expanded true leaves which can be counted on the primary stem without the need for dissection or other handling.

### 4.9. ENDORSEMENT

Means a written amendment or addition to an existing insurance contract which changes the terms, conditions or scope of the original insurance Policy and is used to add, delete, exclude or otherwise alter coverage and is a legally binding amendment to the original insurance Policy.

### 4.10. FIELD:

Is an area of land that is separately identifiable on the Property by virtue of the existence of fences, laneways, tree lines and/or changes in management or variety that is sown to the Crop Type specified in Your Schedule of Insurance.

### 4.11. FIELD SUM INSURED:

The Field Sum Insured means the result of: area of Crop (ha) x Insured Yield (tonnes/ha) x Insured Value x Insured Interest (%).

### 4.12. FINAL REVISION DATE:

Means the date specified for each Property and shown on Your Schedule of Insurance. This is the date by which You must complete and lodge Your Revision Form.

### 4.13. FIRE:

Means the actual ignition of a material resulting in the process of combustion releasing heat, light and other by-products. But excludes smoke damage or taint to seed, grain or hay or damage caused by radiant heat.

### 4.14. FIRE MITIGATION:

Means back-burning undertaken by firefighting vehicles, aircraft or You ploughing in all or part of Your insured Crop, which is necessarily or reasonably carried out for the purpose of preventing the spread of an unplanned Fire where such Fire poses an obvious and direct threat to Your insured Crop.

### 4.15. FIRE FIGHTING COSTS:

Means the actual costs You reasonably and necessarily incur to extinguish a Fire which is at or in the immediate vicinity of Your insured Crops.

### 4.16. FIRST JOINTING:

Means the stage of normal growth in monocotyledons (cereal crops) when the top node or joint on the main tiller appears above ground level of at least 50% of the insured Crop in the Field.

### 4.17. FLOOD:

Means the inundation of normally dry land by water that has escaped or been released from the normal confines of any lake, river, creek, another natural watercourse whether or not any of those have been altered or modified, reservoir, dam or canal.

### 4.18. HAIL:

Means pellets or small balls of ice falling from the clouds.

### 4.19. HARVESTED GRAIN:

Means the harvested seed or grain from each of the insured Crop Types being grown in the Fields(s) specified in Your Schedule of Schedule.

**4.20. INSURED:**

Means the person(s) or entity specified in the Schedule of Insurance as the Insured.

**4.21. INSURED INTEREST:**

Is the percentage interest You have in the Crop specified in the Schedule of Insurance.

**4.22. INSURED VALUE:**

Means the value per tonne nominated by You, agreed by Us and specified in the Schedule of Insurance.

**4.23. INSURED YIELD:**

Prior to and including the Final Revision Date, the Insured Yield is the Potential Yield. After the Final Revision Date, the Insured Yield is the lesser of the Potential Yield or the Provisional Yield.

**4.24. INSURER:**

Means Swiss Re International SE Australia Branch ABN 38 138 873 211 AFS License No 355088 of Level 36, Tower Two, 200 Barangaroo Avenue, Sydney NSW 2000

**4.25. LOCAL TIME:**

Means the applicable time zone currently being observed for the state or territory in which Your insured Property(ies) is/are located. When Your Property(ies) is/are located or spread over multiple states then the time zone being observed for the property located closest to Australian Eastern Standard Time (AEST) applies.

**4.26. LOSS ADJUSTER:**

Means the person or entity appointed by Us to evaluate claims made under the Policy.

**4.27. PERIOD OF INSURANCE:**

Is the period beginning at 9:00am Local Time on the 2nd day after We agree to accept Your request for cover and ending at:

- 1) for Your standing Crop, the earlier of the completion of harvest, or 9:00am Local Time, on the Policy expiry date specified on Your Schedule of Insurance.
- 2) for Harvested Grain and Baled Hay (where covered) at 9:00am Local Time on the expiry date specified on Your Schedule of Insurance.
- 3) Where You have received from Us a new season Temporary Cover Advice (TCA) and before the Temporary Cover expires You have signed and returned to Us the quotation to insure Your Crop for this season then Your Period of Insurance will commence immediately on the date that We accept the quotation.

**4.28. POLICY:**

Means the contract between You and the Insurer(s) including Your latest Schedule of Insurance, Policy wording, Endorsements, quotation, application, Temporary Cover (if applicable) and any supplementary information provided by You.

**4.29. POTENTIAL YIELD:**

Means the average harvestable yield per hectare that the Crop would have produced by normal growth processes if the peril(s) covered under the Policy had not occurred.

**4.30. PROPERTY(IES):**

Means the location where the Insured Crop Type is situated, incorporating the latitude and longitude coordinates specified in your Schedule of Insurance. All Fields of Crop owned or managed by You within 2 (two) kilometres of each other at the nearest point of the growing Crop will be considered part of the same Property.

**4.31. PROVISIONAL YIELD:**

Means the average yield per hectare per Field nominated by You and agreed by Us, as specified in the Schedule of Insurance.

**4.32. REVISION FORM:**

Is the form You complete and return prior to the Final Revision Date stating any required variations to Crop yields, values, or areas.

**4.33. SAVINGS:**

Means the amount by which the potential claim has been reduced as the direct result of the Insured taking remedial actions for which Additional Expenses were incurred with consent of the Loss Adjuster.

**4.34. SCHEDULE OF INSURANCE:**

Is the attachment forming part of your Policy, which shows Your Policy number and includes important details of cover. If the Policy is altered, We will issue a replacement Schedule of Insurance.

**4.35. STRAYING LIVESTOCK:**

Straying Livestock means livestock, not owned by You or being grazed or agisted on Your Property that cause physical damage to Your Crop.

**4.36. TEMPORARY COVER**

Means where You have received a Temporary Cover Advice and comply with the terms and conditions stated on the Temporary Cover Advice then We agree to provide short term cover to You for having Insured Your Crop with Us in the preceding season.

**4.37. TERRORISM:**

Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, 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 smaller purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**4.38. WE/US/OUR:**

Means Swiss Re International SE Australia Branch ABN 38 138 873 211 AFS License No 355088 of Level 36, Tower Two, 200 Barangaroo Avenue, Sydney NSW 2000 acting through its managing agent Crop Risk Solutions.

**4.39. YOU/YOUR /YOURSELF:**

Means the Insured(s) named in the Schedule of Insurance.

## 5. EXCLUSIONS

We will not pay under this Policy for any claim or loss directly or indirectly arising out of or in connection with:

### 5.1. CONSEQUENTIAL LOSS:

Any form of consequential loss such as loss of:

- 1) Germination ability of Harvested Grain or Crop,
- 2) Quality or grade of Harvested Grain, Baled Hay or Crop,
- 3) Nutritional value of Harvested Grain, Baled Hay or Crop.
- 4) Loss of quality or value due to smoke taint regardless of the location of fire producing the smoke.

### 5.2. CROP MANAGEMENT:

- 1) Loss or physical damage to a cereal Crop which has been grazed after more than 10% of that Crop has reached First Jointing or Eight Leaf Stage other than as allowed under the Other Benefit - Straying Livestock.
- 2) Excessive or inappropriate use of chemicals other than as allowed under the Other Benefit of Chemical Overspray.
- 3) Crop grown for experimental purposes unless We agree in writing to cover this risk.

### 5.3. DELIBERATE ACTS:

Deliberate acts carried out by You or with Your permission, except where it is to avoid or reduce physical damage that would otherwise happen.

### 5.4. EXPROPRIATION:

The lawful seizure, resumption, confiscation, nationalisation or requisition. However, We will pay for physical damage that occurs because of the order if it prevents or attempts to prevent a loss that would be covered under this Policy.

### 5.5. GRADUAL DETERIORATION, ANIMALS, BIRDS, PESTS

Gradual deterioration, decay, damage caused by animals, birds, pests (including uninsured plant species, regardless of whether the loss may have occurred because of a peril covered by this Policy), termites, vermin, insects, larvae or disease however caused.

### 5.6. HAY, STRAW OR STUBBLE:

Loss or physical damage to hay, straw or stubble, except for that provided in Other Benefit - Baled Hay.

### 5.7. MARKET RISK:

Any movement in value or price of the Crops.

### 5.8. NUCLEAR:

The use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by radioactivity from any nuclear fuel or nuclear waste, resulting from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion.

### 5.9. OTHER PERILS:

- 1) Wind or water to growing Crop, whether such water or moisture derives from melting hailstones or not.
- 2) Flood.
- 3) Earthquake, volcanic eruption or subterranean Fire (except to the extent of cover provided for under 3. Other Benefits).

### 5.10. RIOT, LABOUR DISTURBANCES, WAR, TERRORISM:

- 1) The actions of persons taking part in riots or civil commotions, or taking part in labour disturbances or persons of malicious intent acting on behalf of or in connection with any political organisation.
- 2) Hostilities, rebellion, insurrection or revolution, war or warlike activity. War does not have to be declared.
- 3) Any act of Terrorism. Notwithstanding anything contained in this Policy or any endorsement attached to it, this Policy excludes loss, physical damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This also excludes loss, physical damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

## 6. CONDITIONS WHEN LOSS OR DAMAGE OCCURS

### 6.1. NOTIFYING US OF LOSS OR DAMAGE AND LODGING A CLAIM

On the occurrence of any loss or physical damage covered by this Policy, You must give notice to Us within forty-eight (48) hours stating the time when the loss or physical damage occurred, the cause, a description of the Crop which is the subject of the claim, a detailed farm map showing the exact location of all the Insured Fields, an estimate of the nature and extent of the physical damage and details of any other insurance under which You are entitled to claim for the same loss or physical damage.

When You wish to notify a claim You should contact Your insurance agent or use the Crop Risk Solutions loss notification tool on the Crop Risk Solutions website

- Website: [www.croprisksolutions.com.au](http://www.croprisksolutions.com.au)

or You can contact Us as follows:

- Telephone: (02) 9965 1177, or
- Facsimile: (02) 9965 1111, or
- Email: [claims@croprisksolutions.com.au](mailto:claims@croprisksolutions.com.au)

### 6.2. WE TO APPOINT A LOSS ADJUSTER

We may appoint a Loss Adjuster to assess Your claim under this Policy. You must co-operate fully with the Loss Adjuster.

If the Loss Adjuster cannot identify a specific field listed in the Schedule of Insurance, but is able to identify a larger Field which includes the listed Field, the Loss Adjuster will assess a claim on the basis of the larger Field area.

### 6.3. IF DAMAGE OCCURS AT HARVEST

If at the time of a Hail or Fire loss the Crop is ready for harvest or is/are being harvested, You may harvest or continue to harvest the Crop provided You inform Us that the Crop is ready for harvest and the appointed Loss Adjuster has given you approval to continue or commence harvesting.

The following requirements will apply in addition to any other instructions given to You by the Loss Adjuster:

- 1) Five (5) sample areas each approximately ten (10) metres by five (5) metres are left one in each side of the Field at least twelve (12) metres from the perimeter and one near the centre or if the Crop has been partially harvested, the four (4) sample areas are to be left on the first time around after the Hail strike in addition to the piece in the centre.

These samples should be representative of the area and should not include areas:-

- a) of poor growth,
- b) near trees,
- c) with poor drainage,
- d) with field corners, headlands or near gateways;

- 2) Where the total of the Hail affected area exceeds fifty (50) hectares, a further four (4) representative samples are to be left in each additional fifty (50) hectares; and
- 3) The entire stubble of the Crop not affected by Hail, is to be left standing and not grazed, cultivated, cut or interfered with in any way until inspection by the Loss Adjuster.

### 6.4. PROVIDE ASSISTANCE TO US

You must give Us all reasonable assistance that We and Our appointed Loss Adjuster may require to assess the nature and extent of the loss or physical damage and all such proof, documentation and information that We or they may require to prove the nature and extent of the loss, verified under oath, if necessary.

In the event of any loss or physical damage to the Crop covered by this Policy, We may:

- 1) Inspect and take possession of any Crop that is subject of the claim;
- 2) Keep possession of the Crop that is subject of the claim for any reasonable purpose; or
- 3) Sell all or part of the Crop that is subject to the claim or dispose of it as We see fit but You are not entitled to abandon such Crop to Us.

### 6.5. SUBROGATION

Subject to the Insurance Contracts Act 1984, We have the right to recover any money paid by Us from any other person against whom You may be able to claim and We shall have full discretion in the conduct or settlement of any claim in Your name. You must not hinder these rights and must give full information and cooperation that We may require.

### 6.6. TAKE MEASURES TO REDUCE YOUR LOSS

You must take all reasonable steps to reduce the loss and prevent further loss. You must report to the police if You suspect arson or malicious damage.

### 6.7. TELL US OF OTHER INSURANCES

You must give notice to Us of any other insurance or insurances which cover any or all of the Crop against loss or physical damage also covered by this Policy.

### 6.8. WHEN WE WILL SETTLE CLAIMS

Claims will be settled as soon as possible after the Loss Adjuster has been able to accurately determine the extent of Your loss. This will be after the normal time for harvest of the physically damaged Crop, any inspection of current and prior years' records and any further analysis that is required, has been completed. We will not pay or agree to pay for any loss until all premiums and Government taxes, duties and other charges have been paid in full.

## 7. OTHER CONDITIONS

### 7.1. ASSIGNMENT OF INTEREST

You must not assign, transfer or deal with Your Rights under this Policy without Our written consent.

### 7.2. CANCELLATION BY YOU

You may cancel this Policy at any time by giving Us written notice, but You will be charged the full premium and Government taxes, duties and other charges other than cancellation allowed under Crop failure or Change of Crop purpose below.

#### a) Crop failure

In the event the Crop fails to produce an economic yield You may be entitled to a premium adjustment providing We are notified in writing with accompanying statutory declaration or a detailed report from an independent experienced and qualified agronomist before the Final Revision Date and We agree in writing.

- I. If You do not notify Us before the Final Revision Date You will be charged the full premium and Government taxes, duties and other charges by Us.
- II. If You have made a claim, including one for the replanting subsidy, and the Crop subsequently fail, a premium based on a yield of 0.5 tonnes per hectare will apply.

The Insured Yield and premium will not be reduced if the crop failure occurs after the Final Revision Date.

#### b) Change of Crop purpose

In the event that the purpose of a Crop changes from the original intended purpose to Baled Hay, providing We are notified in writing with supporting documentation that is satisfactory to Us, before the Final Revision Date You have the option to:

- I. Amend Your cover to reflect the differing Insured Yield and Insured Value per tonne that apply for hay (this may result in a change to Your premium rate); or
- II. Consider the Crop a failure as described above.

If You do not notify Us before the Final Revision Date You will be charged the full premium and Government taxes, duties and other charges by Us.

### 7.3. CANCELLATION BY US

We may cancel this Policy in accordance with the Insurance Contracts Act 1984. Upon cancellation by Us, We will inform You in writing and subject to the provisions of "Crop failure" and "Change in Crop purpose" above, do a proportionate adjustment to Your premium payable based on the unexpired Period of Insurance. You will not receive any adjustment to the premium payable if You have already made a claim or if circumstances have arisen entitling You to make a claim.

### 7.4. CROP YIELD AND VALUE REVISION

Subject to Our approval, You may change the Insured Value, Provisional Yield and Field area, at any time up until the Final Revision Date. After the Final Revision Date, You may only increase the Insured Value, Provisional Yield and area.

Increases to cover after the Final Revision Date will commence at 9:00 am Local Time on 2nd day after We agree to accept Your request for an increase.

You cannot change the Provisional Yield, the Insured Value, or area:

- 1) After the Crop has been harvested; or
- 2) After a claim, unless the Potential Yield is less than the Provisional Yield. In this case, the Provisional Yield can be reduced to the Potential Yield.

If a claim occurs, unless We agree otherwise, Our acceptance of a reduction to the Insured Value or Provisional Yield is subject to applying the same percentage reduction to all Crops of the same Crop Type, including those for which there is a claim.

### 7.5. PREMIUM CALCULATION

Once We have received Your Revision Form We will calculate Your premium by applying the premium rate applicable to the Field Sum Insured.

If You have a claim on Your Policy, and it has not been possible to finalise the claim 90 days after the Final Revision Date, We will at our discretion charge You the premium and Government taxes, duties and other charges calculated from the Provisional Yield with the final premium and Government taxes, duties and other charges to be determined once the claim has been finalised.

### 7.6. WAITING PERIOD BEFORE COMMENCEMENT

The cover under this Policy is subject to a waiting period before cover commences following our acceptance of any changes to the Insured Value or Insured Yield. This means that any change(s) will not commence until 9:00am Local Time on the 2<sup>nd</sup> day after We accept Your change(s).

### 7.7. INSURING THE CORRECT FIELD AREA OF EACH CROP TYPE

Unless You have declared in writing and provide a map of the area of Crop not to be covered by this insurance and We have agreed in writing that specific area of Crop are not to be covered by the Policy then:

- I. In the event you notify Us prior to the Final Revision Date that the Field area has been incorrectly recorded or a Field has been omitted and We have agreed to adjust the insured area or accept the omitted Field a commensurate premium adjustment will be made.
- II. If prior to the Final Revision Date the Insured Crop being grown on Your Property is affected by a claim event and the total area of the affected Crop Type is found to be greater than the total area of the same Crop Type that is specified in your Schedule of Insurance by more than 10%, You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the claim accordingly;
- III. If after the Final Revision Date the Insured Crop being grown on Your Property is affected by a claim event and the total area of the affected Crop Type is found to be greater than the total area of the same Crop Type that is specified in Your Schedule of Insurance by more than 2.5%, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the claim accordingly;

The effect of clause 7.8 II and 7.8 III above is illustrated in the following example:

You have planted 125 hectares of wheat but only insure 100 hectares or 80% of the wheat planted. If a Fire or Hail loss occurs, You will be considered as being Your own insurer for 20% of any loss of Potential Yield. You may also be required to bear any Excess applicable under the Policy.

### 7.8. GOOD MANAGEMENT

This Policy is issued to You on the understanding that You must take all reasonable steps necessary to employ best farming practices, including planting within recognised planting windows, maintaining ongoing weed controls, the application of fertilizer and water for the growing, protection, harvesting, storage, transit and preservation of the Crop both before and after any loss.

If the Loss Adjuster determines that Our interests have been prejudiced, or the Crop's Potential Yield has been reduced as a result of poor management, or the claim amount has been increased, then We may reduce Your claim or avoid any claim in full.

### 7.9. INTERESTED PARTIES

You must inform Us of the interests of all third parties (e.g. financiers, lessors, etc.) to be covered by this Policy. We will protect their interests only if You have informed Us of them and We have noted them in the Schedule of Insurance.

### 7.10. NOT A RENEWABLE POLICY

This Policy ceases when the Period of Insurance specified in Your Schedule of Insurance ends. If You wish to effect similar insurance for the next growing season, it will be necessary for You to accept and sign a new quotation issued by Us and take out a new insurance Policy.

### 7.11. TRADE AND SANCTIONS CLAUSE

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Insurer.

### 7.12. PREMIUM PAYMENT

All premiums and Government taxes, duties and other charges are due within thirty (30) days from the date shown on the invoice issued by the Insurer or its Managing Agent.





1800 447 246



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