

# 2020 Broadacre Proposal

Winter Crop



Ag Guard Pty Ltd

ABN 42 168 502 645 | AFS Licence 480716  
Level 1, 58a Willoughby Road, Crows Nest NSW 2065  
Phone 02 8052 3997 Fax +61 2 8088 3879  
Email sales@agguard.com.au | www.agguard.com.au

INSURED INFORMATION					
Type	Individual <input type="checkbox"/>	Company/Partnership <input type="checkbox"/>	Registered for GST?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Name(s)		ABN No		% ITC	
Contact		Phone		Mobile	
Email Address				Fax No	
Postal Address					

OTHER INSURANCE - Please tick 'Yes' or 'No' as appropriate.			
Do You have any other insurance currently in place which covers any or all of the Crop(s) against loss or damage also to be covered by this Policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If 'Yes' please provide details of the other insurance.			
Insurer:	Policy Period:	Policy Number:	Policy Wording:

INTERESTED PARTIES			
Are there any interested parties to be noted on the Schedule of Insurance (e.g. financiers, merchants)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If 'Yes', provide details below.
Name			

INSURANCE HISTORY – Please tick 'Yes' or 'No' as appropriate			
Has any insurer ever:	(a) cancelled or threatened to cancel Your insurance due to non-payment of premium?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	(b) imposed special terms on Your insurance including abnormal excesses or restrictions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	(c) declined a claim or declined to renew Your insurance due to fraud or non-disclosure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If You answered 'Yes' to any of the questions above please provide details below or on the next page if required			

Perils (select one only)	Hail and Fire <input type="checkbox"/>	Fire Only <input type="checkbox"/>
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Name of Insured	Property Name
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**PROPERTY INFORMATION - A separate page is required for each Property, please complete all sections.**

All cropped Fields owned or managed by You within two (2) kilometres of each other will be considered part of the same Property.

Property Name		
Property location details	State	
	Shire	
	Postcode	
	Street address (incl Nearest Town)	
	Distance and Direction from Nearest Town:	km

**SHAREFARMERS DETAILS – Please read and complete**

Is there a sharefarmer on any Insured Paddock(s)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If 'Yes' please answer the questions below.		
Are their interests to be insured under this Policy?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Name in full:		Sharefarmers %
Tax status:	Registered Business	Yes <input type="checkbox"/> No <input type="checkbox"/>
ABN		% Entitlement to ITC
Are these Insured Paddock(s) subject to a sharefarming agreement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Please identify any Insured Paddocks below that are subject to a sharefarming arrangement and clearly identify Your insurable interest in that Insured Paddock in the table below by nominating the relevant Insured Percentage.		



**DECLARATION AND SIGNATURE – Please read, sign and date.**

I\We have:

- Read and understood the Duty of Disclosure and complied with my duty;
- Read, received and understood the 2020 Ag Guard Pre-Harvest Revision Broadacre Policy Wording and all of the information contained within including the Important Information notices and agree to accept the insurance subject to the terms, conditions and limitations of this policy;
- Read and understood the Ag Guard Financial Services Guide and Privacy Policy and consent to the use of personal information contained therein. I have obtained the consent of any other party(ies) on whose behalf personal information has been provided;
- Answered every question openly and honestly and have not withheld any relevant information;
- Declared each Insured Paddock separately on this proposal; and
- Completed this application personally, or have had it completed by someone else but I/We have checked that all the questions have been answered fully and accurately.

**Signature** (In own right, or where more than one applicant, on behalf of all applicants)

**Date**

**Important Information**

**ABOUT US**

**THE INSURER**

This insurance policy is underwritten and issued by Great Lakes Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL318603) trading as “Great Lakes Australia” (GLA). GLA is a branch office of Great Lakes Insurance SE, a limited liability company incorporated in Germany and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG (‘Munich Re’), part of Munich Re (Group). Munich Re (Group) is one of the largest insurance groups in the world.

GLA has strong financial security characteristics. However, please note that ratings can vary from time to time.

You can check GLA’s current rating at the following website: Standard & Poors: [www.standardandpoors.com](http://www.standardandpoors.com)

The contact details for GLA are:

Level 28, 60 Martin Place, Sydney, NSW, 2000  
PO Box H35 Australia Square, Sydney, NSW, 1215  
(02) 9272 2050 | [reception@gla.com.au](mailto:reception@gla.com.au) |

GLA is a party to the General Insurance Code of Practice. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

**THE AGENT**

Ag Guard Pty Ltd (ABN 42 168 502 645, AFSL 480716)  
Ag Guard Pty Ltd (Ag Guard) arranges policies for and on behalf of GLA. Ag Guard acts under a binding authority given to it by GLA to administer and issue policies, alterations and renewals. In everything to do with this Policy, Ag Guard acts as an agent for GLA and not for You.

Ag Guard's contact details are:

- Address: Level 1, 58a Willoughby Road, Crows Nest NSW 2065
- Phone: 02 8052 3997
- Email: [sales@agguard.com.au](mailto:sales@agguard.com.au)

**YOUR 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, or that 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.

After the Policy is entered into, ongoing disclosure obligations may apply. See the Policy for details.

**NOTICES REGARDING PARTICULAR POLICY TERMS**

**UNDERINSURANCE – UNDER DECLARING YOUR AREA**

If You do not insure all of the crops planted on your property(ies) and/or sharefarmed by You, in the event of a loss We will reduce the amount that we would otherwise pay, unless clearly specified to the contrary on Your Schedule of Insurance. We will only pay that proportion of the loss that the total of the Insured Areas bears to the total area of crops planted on Your property(ies) and/or sharefarmed by You. See the clause headed ‘Under declaring the Area’ in the General Conditions below for full details.

**BASIS OF SETTLEMENT AND EXCESS**

Claims are calculated by each Insured Paddock. The amount of the payment will be calculated by applying the Gross Loss Percentage (of Potential Yield) less the Excess to the Sum Insured for the Insured Paddock. The Sum Insured means the amount calculated as Area (ha) x Yield (t/ha) x Insured Value (\$/t) x Insured Percentage (%).

The Excess is a percentage amount and that percentage varies depending on the cause of the loss. If the Damage is caused by Hail, the Excess is the percentage amount for each Insured Paddock specified on Your Schedule of Insurance. Where You have chosen to windrow a canola paddock as opposed to direct head prior to Hail Damage, the Hail Excess reduces by 2.5% per Insured Paddock. If the Damage is caused by Fire, the Excess is 5% for each Insured Paddock.

Please refer to the section headed ‘Basis of Settlement’ of the Policy

for full details of how We will calculate a claim and the Excess.

### **FLOOD**

This Policy does not provide any insurance cover in respect of loss or damage caused by, or resulting from, flood.

### **CANCELLING THE POLICY**

Either You or We may cancel the Policy in certain circumstances, as set out in the section headed 'General Conditions' section of the Policy. If you cancel You may still be required to pay the premium to Us, even if the cancellation is due to crop failure. This premium will be calculated based on the Insured Yield.

### **GENERAL INSURANCE CODE OF PRACTICE**

GLA is a signatory to the General Insurance Code of Practice ('the Code'). The Code aims to raise standards of service between insurers and their customers. Ag Guard's service standards are in accordance with the Code. For any information about the Code, including a copy of the Code, contact Us or visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### **FINANCIAL CLAIMS SCHEME**

In the event of the insolvency of GLA, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

### **PRIVACY**

Both GLA and Ag Guard are committed to the safe and careful use of Your personal information in the manner required by the Privacy Act 1988 (Cth) and the Australian Privacy Principles and the terms of the Policy. Ag Guard and/or GLA collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage the Policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on Our and Ag Guard's behalf, such as assessors and facilitators, some of whom may be located in overseas countries including the United Kingdom and Germany.

Our contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us and Ag Guard with Your personal information, You consent to the disclosure of Your personal information (including sensitive information) to reinsurers, service providers and related entities in overseas countries to enable Us and Ag Guard to assess Your application, to administer and manage the Policy and to respond to any claim that You make.

If You choose not to provide Your personal information at any stage, We and/or Ag Guard may not be able to assess Your application or administer and manage the Policy and respond to any claim that You make.

Our and Ag Guard's privacy policies contain information on:

- how You may access personal information We hold;
- correction of Your personal information;

- how to make a complaint about the handling of Your personal information; and
- how privacy complaints are handled.

If You require more information, You can access the GLA Privacy Policy and Privacy Statement at <https://www.munichre.com/gla/en/default/index.html> or Ag Guard's Privacy Policy <http://www.agguard.com.au/Ag-Guard-Privacy-Policy.pdf> and Privacy Statement at <http://www.agguard.com.au/assets/privacy-policy-agguard.pdf>

### **DISPUTE RESOLUTION PROCESS**

Any complaints about Our products or services are taken seriously by Us and Ag Guard and will be dealt with fairly and promptly.

If You have a complaint please first try to resolve it by speaking to the relevant member of the Ag Guard staff. Ag Guard can assist by referring the matter to their Internal Dispute Resolution Officer:

Contact Ag Guard by:

- Phone: 02 8052 3997
- Fax: 02 8088 3879
- Email: [a.cohn@agguard.com.au](mailto:a.cohn@agguard.com.au)
- Post:  
Att: Internal Dispute Resolution Officer  
Ag Guard Pty Ltd  
PO Box 164,  
Milsons Point NSW 1565

If Ag Guard requires additional information they will contact You to discuss. If Your complaint is not immediately resolved Ag Guard will respond within 15 business days of receipt of Your complaint or agree a reasonable alternative timetable with You.

If You are not satisfied with the resolution offered by Ag Guard's Internal Dispute Resolution Officer, Your complaint will be referred to the Dispute Resolution officer or their delegate at GLA.

You can also contact GLA by:

- Email: [disputes@gla.com.au](mailto:disputes@gla.com.au)
- Post:  
Att: Disputes Resolution Officer  
Great Lakes Australia  
P O Box H35,  
Australia Square  
SYDNEY NSW 1215

If We are unable to resolve Your complaint within 45 days of the date We first received Your complaint or if You remain unsatisfied, You can/may be able to seek a free review by the Australian Financial Complaints Authority (AFCA). The AFCA is an independent national body and, if the dispute is within its jurisdiction, We agree to accept its decision.

You can visit their website [www.afca.org.au](http://www.afca.org.au) or contact them:

GPO Box 3,  
Melbourne, VIC, 3001  
1800 931 678  
[info@afca.org.au](mailto:info@afca.org.au)