



Winter Broadacre Insurance Policy



INSURANCE
FACILITATORS

Issued by Insurance Facilitators Pty Ltd, ABN 90 099 104 480 AFS Licence No. 289450 on behalf of and as underwriting agent for the insurer HDI Global Specialty SE - Australia, ABN 58 129395 544 AFS Licence No. 458776

Broadacre.PW.2850.010523v3

NOTICE TO INTENDING INSURED

Who is the Insurer?

The **Insurer** of the **Policy** is HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS License number 458776). The **Insurer** is regulated by the Australian Prudential Regulation Authority ("APRA").

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistrasse 396, 30659 Hannover, Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance Business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

Who is the Underwriting Agent?

In effecting this contract of insurance, Insurance Facilitators Pty Ltd ABN 90 099 104 480, AFSL No. 289450, will be acting under an authority given to it by the **Insurer**. Insurance Facilitators Pty Ltd will be acting as the agent for the **Insurer** and not for **You** as the Insured.

Our Contract with You

The contract is based on the information **You** gave **Us** when **You** applied for the insurance, and any subsequent information which **You** have supplied.

We will provide cover for those sections of the **Policy** **You** have selected and that are shown on **Your Certificate of Insurance**.

You must pay the premium and any relevant government charges for the **Period of Insurance** and comply with all of the **Policy** terms and conditions.

The **Policy**, any other declarations **You** make and any endorsement, amendment or alteration to **Your** cover will form the legal contract between **You** and **Us**.

Your Duty to Take Reasonable Care Not to Misrepresent

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the **Policy**.

This means that it is essential that **You** respond to specific questions that **We** ask honestly and to the best of **Your** knowledge, including where **We** ask **You** to confirm or update information that **You** have previously given to **Us** when entering into, varying, extending or renewing the **Policy**.

To assist **You** with providing **Us** with honest and accurate responses to any questions **We** ask of **You**, **We** have

endeavoured to ensure that any question **We** ask is clear and easy to understand. Further, where possible, **We** have also included examples of the types of responses **We** are looking for when asking a particular question.

If **You** are unclear of any particular question or would like **Us** to explain it to **You**, please get in touch with **Us** and **We** will explain this to **You**.

In determining whether **You** have fulfilled this duty to take reasonable care not to make a misrepresentation to **Us**, **We** will consider all of the relevant circumstances of a particular case. If **You** do not respond honestly and accurately to specific questions that **We** ask, **We** may (acting reasonably) cancel **Your Policy** or reduce the amount **We** will pay **You** if **You** make a claim, or both. It is therefore vital that **You** be honest and specific in **Your** responses. If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as if it never existed (this does not mean that **We** will refund any premiums that **You** have already paid).

Agreements Affecting Rights of Subrogation

We will not pay a claim if, without prior agreement from **Your** insurer, **You** make any agreement that will prevent the insurer from recovering the loss from a third party.

Interested Parties

We will not accept any financial interests over **Insured Trees** of any party other than **You**, unless **You** have notified **Us** of such interest and:

- Request the interest to be noted on the **Policy**
- Authorise **Us** to use that party's personal information about **You** in connection with that **Policy**.

We must have agreed and noted that interest on **Your Certificate of Insurance**.

That party is not covered nor do they become an Insured under the **Policy**. If the interests of another party have been noted on the **Policy**, then in the event of a claim **We** are obliged to enquire from that interested party whether the claim is subject to that interest. If so, **We** are obliged to first make payment of the claim to the interested party and thereafter make payment to **You** of the balance. A payment by **Us** to an interested party constitutes a discharge of **Our** liability to **You** under the **Policy** to the extent of that payment.

This is Not a Renewable Contract

Cover provided under this **Policy** will cease at expiry of the **Period of Insurance** shown on **Your Certificate of Insurance**. If **You** wish to arrange similar insurance with **Us** for the following season, **You** will need to complete the proposal sent to **You** and **We** will provide terms of cover for **Your** consideration.

Underinsurance

You will not be covered in respect of any area which is not shown on **Your Certificate of Insurance**.

If **Your** area planted is greater than the **Insured Trees** nominated by **You**, **Your** claim in respect of **Insured Trees** will be reduced by the underinsurance percentage of the total area planted.

Example - Underinsurance	
Area planted	15ha
Insured Crop Area	10ha
Area Damaged	5ha
Underinsurance %	66.7% ((10 ÷ 15)x100)
Underinsurance Calculation	5ha x 66.7%
Net Claim Area	3.335ha

Complaints Handling & Dispute Resolution

IF are committed to raising standards of service to **Our** customers.

The following standards apply to all complaints handling.

1. **We** will conduct complaints handling in a fair, transparent and timely manner.
2. **We** will make available information about **Our** complaints handling procedures.

We will only ask for and take into account relevant information when deciding on **Your** complaint.

1. **You** will have access to information about **You** that **We** have relied on in assessing **Your** complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, **We** may decline to release information but **We** will not do so unreasonably. In these circumstances, **We** will give **You** reasons. **We** will provide our reasons in writing upon request
2. Where an error or mistake in handling **Your** complaint is identified, **We** will immediately initiate action to correct it.

The satisfaction of our clients is extremely important. As such, We would like You to tell us if any of our products or services has not met Your expectations in any way.

If **You** have a complaint which **You** wish **Us** to review, **You** can get in touch with **Us** by mail, fax, phone, in person or email. Remember to include **Your** name, policy number and some details relating to **Your** complaint.

Within 1 business day of receiving **Your** complaint, Insurance Facilitators will acknowledge **Your** complaint in written form (Email, post and/or fax). **You** will be

provided with the contact details of the person reviewing the complaint, the timeframes in which action will be taken and the steps within the complaints process, including the details of Australian Financial Complaints Authority (AFCA).

When **You** first speak to Insurance Facilitators about **Your** complaint or concern, the person trying to resolve **Your** complaint will listen to **You**, consider the facts and attempt to resolve **Your** complaint immediately. Further information to support **Your** complaint may be requested. Insurance Facilitators will make a decision on **Your** complaint within 7 days.

If **We** do not resolve the complaint to **Your** satisfaction, then **We** will hand over the Complaint File to HDI immediately.

Your dispute will be acknowledged in writing within 1 business day of receipt. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** dispute within 13 business days of receipt, provided **We** have received all necessary information and have completed any investigation required. HDI may require additional information from **You** when **We** hand over **Your** complaint file.

If **Your** complaint is not resolved by HDI at day 22 and it looks unlikely that a decision can be made by Day 30 due to varying complexities or severe circumstances, **You** will be updated immediately and afforded the opportunity to take **Your** complaint to the AFCA. If **You** decide to keep the complaint with HDI, then with approval from ACFA, HDI will be given a 14-day extension to make a decision on **Your** complaint.

When HDI makes a decision on **Your** complaint it will be in writing. **Your** written decision will include the final outcome of the complaint, reasons behind the decision, **Your** rights if **You** are not happy with the decision and the contact details of AFCA.

HDI will provide **You** with enough detail to understand the basis of the decision and be fully informed when deciding whether to escalate the matter to AFCA or another forum.

AFCA is an ASIC approved external dispute resolution body. AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to **You**. **We** are bound by the determination of AFCA but the determination is not binding on **You**.

You can contact AFCA at:

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Privacy Statement

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. **We** are bound by the Privacy Act 1988 (Cth), when collecting and handling **Your** personal information. **We** have developed a privacy **Policy** which explains what sort of personal information **We** hold about **You** and what **We** do with it.

We will only collect personal information from or about **You** for the purpose of assessing **Your** application for insurance and administering **Your Policy**, including any claims **You** make or claims made against **You**. **We** will only use and disclose **Your** personal information for a purpose **You** would reasonably expect.

We may need to disclose personal information to other entities within **Our** group, reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **Our** advisers, **Our** agents, **Our** administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting **Us** and them in providing relevant services and products, or the purpose of recovery or litigation. **We** may disclose personal information to people listed as co-insured on **Your Policy** and to family members or agents authorised by **You**. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. **We** will request **Your** consent to any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making the disclosures set out above which require consent. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice. Without **Your** personal information **We** may not be able to issue insurance cover to **You** or process **Your** claim.

You also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally, **We** will do this without restriction or charge.

For further information about **Our** privacy **Policy** or to access or correct **Your** personal information, please contact **Us** at the following address:

HDI Global Specialty SE - Australia
Tower One, Level 33, 100 Barangaroo Avenue,
Sydney, NSW, 2000
privacyaustralianbranch@hdi-specialty.com

If **You** believe that **We** have interfered with **Your** privacy in **Our** handling of **Your** personal information **You** may lodge a complaint by contacting **Us**.

We will attempt to resolve **Your** complaint in accordance with **Our** Privacy Complaints Handling Procedure.

If **You** are not satisfied with the resolution of **Your** complaint or with the way that **We** have handled **Your** complaint through the Privacy Complaints Procedure, **You** may be able to refer the matter to the Office of the Australian Information Commissioner.

If **You** would like more information about **Our** Privacy Complaints Procedure please contact **Us**.

The Goods and Services Tax (GST) and Your Insurance (GST Registered Policyholders Only)

Information **You** must give to **Us**

If **You** are registered, or required to be registered, for Goods and Services Tax ("GST") purposes **You** must provide **Us** in writing with **Your** Australian Business Number ("ABN") when requested. **You** must also advise **Us** in writing what **Your** Input Tax Credit ("ITC") entitlement is for the insurance premium either:

- (i) on or before entry into, renewal or variation of this **Policy**; or
- (ii) if permitted under the GST Law, at any other time at or before **You** first notify **Us** of a claim under this **Policy**.

If **You** have told **Us** **Your** ITC entitlement under (a) above and **Your** ITC entitlement later alters, **You** must tell **Us** in writing about that alteration.

If **You** are registered and cease to be registered for GST purposes **You** must tell **Us** immediately in writing.

General Code of Practice

From 1 January 2022, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit insurancecode.org.au.

DEFINITIONS

Where used in this **Policy** the following definitions apply:

Actual Harvest

Means the total number of tonnes harvested from each **Insured Crop Area**.

Agreed Value

Means the unit price of each tonne of crop nominated by **You** and agreed by **Us** at the time **We** accept **Your** proposal.

Area Damaged

Means the area in hectares of loss, damage to, or destruction of yield during the **Period of Insurance** in the unharvested portion of any **Insured Crop Area**, affected by an **Insured Peril** or Additional Benefit as determined by **Our** appointed loss adjuster.

Certificate of Insurance

Means the certificate and paddock schedule which forms part of this **Policy** and describes important details of **Your** cover.

Excess

Means the first amount of any claim that **You** must pay for the unharvested portion of each **Insured Crop Area** shown on **Your Certificate of Insurance** unless otherwise stated in the Additional Benefits section of this **Policy**.

1. After Harvest Declaration Cover

The **Excess** will be applied to the **Area Damaged** as though each **Area Damaged** is separately covered under its own **Policy**.

2. Final Revision Date Cover

The **Excess** will be applied to each **Insured Crop Area** with **Area Damaged** as though each **Insured Crop Area** is separately covered under its own **Policy**.

3. Fire Only Claims

A 5% **Excess** applies to the **Area Damaged** with a minimum \$200 caused by Fire from each and every separate Fire event during the **Period of Insurance**.

Final Revision Date

Means the date shown on **Your Certificate of Insurance**, which is the last day revisions to the **Yield Estimate** can be made by **You**.

You must supply **Us** with the date **You** completed planting for each **Insured Paddock**.

Hay

Means any plant material from wheat, barley, oats or triticale, which is specifically grown and insured up until the standing stem is cut for **Hay** production.

Any nominated **Hay Insured Crop Area** and/or part of an **Insured Crop Area** which is cut later for **Hay** will be charged by **Us**. **Hay** will receive a 30% crop type rate reduction if **We** are notified of the number of hectares and crop type to be cut for **Hay** by no later than the **Final Revision Date**.

Insured Peril

Means a defined cause named by **Us** and chosen by **You** that this **Policy** covers **You** for.

Insured Crop Area

1. After Harvest Declaration Cover

Means the total planted area of each individual crop type with the same **Agreed Value** at each and every **Property** shown on **Your Certificate of Insurance**.

2. Final Revision Date Cover

Means each individual paddock area by planted crop type shown on **Your Certificate of Insurance**.

Net Loss Percentage

- (a) for **Area Damaged** to any After Harvest Declaration Cover and Final Revision Date Cover that occurs prior to or on **Your Final Revision Date**, the percentage will be calculated as follows:

$$\frac{(\text{Potential Harvest} - \text{Actual Harvest}) \times 100}{\text{Potential Harvest}}$$

less the percentage **Excess** shown on **Your Certificate of Insurance**; or

- (b) for **Area Damaged** to Final Revision Date Covers, that occur after **Your Final Revision Date**, the calculation will be the percentage loss of grain from each **Insured Crop Area** less the percentage **Excess** shown on **Your Certificate of Insurance**.

Period of Insurance

Means the period beginning 48 hours, after 9.00am EST on the following day **We** agree to accept **Your** request for cover and **Specified Growth Stage** has occurred.

Insured Crop Area cover will expire when **You** complete harvest, or the 15th January in the year directly following inception of the **Policy**, whichever is the earliest.

Seed or Grain in Transit or Storage cover, will cease on the expiry date shown on **Your Certificate of Insurance**.

Policy

Means this document, the **Certificate of Insurance** and any endorsement to the **Policy**, all of which are to be read together.

Potential Harvest

Means the number of tonnes of **Your Insured Crop Area**, that would have been harvested as determined by **Our** appointed loss adjuster but for, loss of, damage to, or destruction as a direct result of **Insured Perils** and/or any events covered by the Additional Benefits.

We calculate the percentage of seed loss from the **Area Damaged** and/or use the **Actual Harvest** from a similar non damaged trial plot area(s) or a combination of both.

If **You** have selected an After Harvest Declaration Cover and **Your Insured Crop Area** is not affected by an **Insured Peril**, **Your Potential Harvest** will be **Your Actual Harvest**.

If **You** have selected a Final Revision Date Cover and **Your Insured Crop Area** is not affected by an **Insured Peril**, **Your Potential Harvest** will be **Your final Yield Estimate** post **Final Revision Date** as shown on **Your Certificate of Insurance**.

Property

Means the locality of **Insured Crop Areas** that are within a contiguous area or within a land title boundary for which **You** are the landowner, right-holder, lease holder and/or sharefarmer. If **You** have **Insured Crop Area** at more than one locality, the **Policy** will apply separately, in respect of each locality, as shown on **Your Certificate of Insurance**.

Specified Growth Stage

Means for barley, maize, oats, rye, triticale and wheat, when more than 50% of the crop has reached **First Jointing**.

Means for beans, canola, chickpeas, lupins, faba beans, field peas, linseed, millet, peas, safflower, sorghum, soy beans and sunflower, when more than 50% of the crop has reached the **Eight Leaf Stage**.

For all other crops, when more than 50% of the crop has reached **Anthesis**.

Anthesis – means when the plant achieves full expansion of at least one flower.

Eight Leaf Stage – means when at least 50% of the crop has at least eight fully expended leaves on the primary stem of the plant.

First Jointing – means when the top node or joint on the stem of a plant appears above the ground.

Storage

Permanent Storage – means seed or grain stored in a fixed and fully enclosed building or silo that is soundly constructed of metal, concrete, brick, wood or any listed combination.

Temporary Storage – means seed or grain stored for a period not exceeding 75 days after the harvest began

from any **Insured Crop Area** stored in a purpose built industry accepted and maintained bunker or harvest bag. The bunker floor must be above ground level, have a water proof lining laid across the floor with soundly constructed walls and acceptable drainage to prevent water accumulation. The bunker cover(s) must be reinforced for resistance to wind loads and water penetration, sealed around the walls to anchor the top cover to prevent wind lift and/or water penetration, as deemed adequately constructed by **Us** or **Our** authorised representative at the time of survey.

Sum Insured

1. Means in regard to Final Revision Date Cover the amount calculated as follows:

Insured Crop Area x Agreed Value x Yield Estimate.

2. Means in regard to After Harvest Declaration Cover the amount calculated as follows:

Insured Crop Area x Agreed Value x Actual Harvest

Yield Estimate

Means the total tonnes of **Insured Crop Area** expressed in tonnes per hectare, **You** expect to produce as agreed by **Us** and shown on **Your Certificate of Insurance**.

You can change **Your Yield Estimate** up until the **Final Revision Date** shown on **Your Certificate of Insurance**.

We, Us, Our, Insurer

Means HDI Global Specialty SE - Australia

You, Your

Means the person/s or entity named in the **Certificate of Insurance**.

WHAT YOU ARE COVERED FOR

Provided **You** pay the premium, **We** will insure **You** against **Area Damaged** of the **Insured Crop Area** caused by any Insured Peril/s, subject otherwise to the terms, conditions and exclusions of this **Policy**.

Insured Peril(s)

To constitute a claim under this **Policy**, loss of, damage to, or destruction of any **Insured Crop Area** must be caused solely and directly by one or more of the following **Insured Peril(s)**:

1. Hail Strike

Means loss of, damage to, or destruction of plant parts as a direct result of the impact of pellets or stones of frozen rain falling during showers or storms.

2. Fire

Means the actual ignition of plant parts, not caused by, or resulting from fermentation, heating or any process involving the application of heat.

3. Explosion

Means loss of, damage to, or destruction of plant parts caused by a sudden and violent release from a container under pressure, excluding damage to, or explosion of pressure vessels (which includes but is not limited to boilers, compressors and air receivers and any of their contents) which require certification under law.

4. Lightning

Means a sudden discharge of electrically charged particles associated with a storm, leaving visible and physical evidence of the same.

ADDITIONAL BENEFITS

Provided **You** pay the premium, **We** will also provide cover for the following Additional Benefits during the **Period of Insurance**:

Re-Sowing

If any **Insured Crop Area** is destroyed by Hail Strike before reaching the **Specified Growth Stage**, and there is undisputed evidence that, at the time of damage a viable plant stand was established, **We** will pay for the reasonable cost **You** incur to re-sow **Your** crop during the **Period of Insurance**.

The most **We** will pay is \$150 per hectare for the area to be re-sown. The **Excess** will not apply to this Additional Benefit.

If **You** re-sow the same crop type, **We** may continue to insure the replanted crop. If **You** re-sow a different crop type, this insurance may apply to the new crop type, subject to **Our** approval. An additional premium may be required to be paid by **You**.

Seed and Grain in Transit

We will cover **You** for loss of, damage to, or destruction of seed and grain from any **Insured Crop Area** covered by this **Policy** which is accidentally damaged, destroyed, spilled or stolen during transit by road or rail vehicles while on **Your Property**, or while in transit from **Your Property** to **Your** receiving point, or from **Your** seed cleaners to **Your Property**, provided the loss, damage or destruction occurs during the **Period of Insurance**.

The amount of any claim under this Additional Benefit will be calculated by multiplying the quantity of seed or grain lost or destroyed by the **Agreed Value**. If **Your** seed and/or grain is damaged, the maximum **We** will pay is the difference between the amount **You** receive following the sale and the amount produced by multiplying the quantity of seed and/or grain damaged by the **Agreed Value**.

An **Excess** of \$250 applies to each and every claim under this Additional Benefit during the **Period of Insurance**.

Under this Additional Benefit **We** will not pay any claim resulting from Loss or Damage to Seed and/or Grain in Transit arising directly or indirectly from any of the following circumstances:

- (a) when carried uncovered, unprotected or in an inadequately constructed vehicle or bin;
- (b) if transit (including temporary storage) from **Your Property** or place of storage to the destination exceeds 5 days (120 hours);
- (c) when carried in an overloaded, unroadworthy vehicle or where a vehicle was not otherwise suitable for the purpose of the transit,
- (d) when the driver is unlicensed; or
- (e) where the driver is found to be under the influence of a drug or intoxicating liquor.

Seed and Grain Storage

This Additional Benefit covers the loss of, damage to, or destruction to harvested seed and/or grain that is in **Storage** on **Your Property** from a crop grown within the **Period of Insurance** of this **Policy** which is caused by:

- (a) Fire (including spontaneous combustion) Explosion and Lightning;
- (b) malicious damage that is not caused by **Your** family members, persons who live with **You** or persons who work for **You**;
- (c) impact by:
 - i. any land vehicle not being driven by **You**, **Your** family or employees; or
 - ii. aircraft, or other aerial devices not land fixed excluding chemical substances;
- (d) earthquake; or
- (e) storm, but **We** will not cover loss, damage or destruction caused by wind, rain, Hail Strike or water entering a building, silo or structure unless it enters as a direct result of structural damage caused by the event.

Any claim under this Additional Benefit will be calculated by multiplying the quantity of seed and/or grain lost, damaged or destroyed by the **Agreed Value** less an **Excess** of \$500 per claim.

The maximum **We** will pay **You** for loss of, damage to, or destruction of seed and/or grain in **Storage** - Temporary Storage is an aggregation of \$20,000.

The maximum **We** will pay **You** for loss of, damage to, or destruction of seed and/or grain in **Storage** - Permanent Storage is \$100,000 in aggregate of all claims under this Additional Benefit up until **You** have completed sowing in the following calendar season.

Under this Additional Benefit **We** will not pay any claim resulting from Loss or Damage to Seed and/or Grain in Transit arising directly or indirectly from any of the following circumstances:

- (a) if lost, damaged or destroyed by rain, wind or water while not contained in a building or silo designed for the storage of seed and/or grain;
- (b) while undergoing any process or treatment including sowing, cleaning, fumigating or grading; or
- (c) any loss to seed and/or grain stored in silo /harvest bags other than Fire.

Chemical Over-spray

We will cover **Your Insured Crop** for any **Area Damaged** caused by chemicals which originate from a neighbouring property and subsequently drifts onto any **Insured Crop Area** caused by land based spraying operations during the **Period of Insurance**. The most **We** will pay for this Additional Benefit is \$100,000. The **Insured Crop Area Excess** shown on **Your Certificate of Insurance** will apply to this Additional Benefit.

We will not pay any claim resulting from **Area Damaged** arising directly or indirectly from any of the following circumstances:

- (a) if the chemical spraying was performed by **You** or anybody acting on **Your** behalf;
- (b) resulting from chemicals applied by aircraft;
- (c) if the chemical spraying was performed by **Your** sharefarmer or on **Your** sharefarmer's behalf; or
- (d) if **You** do not provide **Us** with the name and contact details of the third party responsible for the damage.

Straying Livestock

We will cover **You** for the **Area Damaged**, caused by Straying Livestock to **Your Insured Crop Area**.

The most **We** will pay is \$100,000. An **Excess** of \$500 applies to each and every claim under this Additional Benefit during the **Period of Insurance**.

We will NOT cover **Area Damaged** under this Additional Benefit - Straying Livestock:

- (a) caused directly or indirectly by:
 - i. **Your** negligence or the negligence of anyone acting on **Your** behalf;
 - ii. livestock in **Your** physical or legal control;
 - iii. livestock that are being grazed or agisted on **Your Property**;
 - iv. livestock straying as a result of **Your** fences, including shared boundary fences and/or gates being inadequately structured, not closed or secured or properly maintained to control livestock;

or

- (b) if **You** do not provide **Us** with the name and contact details of the third party responsible for the livestock that caused the **Area Damaged**.

OPTIONAL BENEFIT

We will apply any Optional Benefits selected by **You** and agreed by **Us** to the calculation of any potential **Area**

Damaged of the **Insured Crop Area**, subject otherwise to the terms, conditions and exclusions of this Policy, provided **You** pay the additional premium of the Optional Benefit(s). Optional Benefit only applies if selected by **You** and shown on **Your Certificate of Insurance**.

Decreasing Excess

When the assessed loss of an **Insured Crop Area** exceeds 20% the **Excess** reduces by 0.5% for every 1.0% until that **Excess** has reduced to zero as shown in the following table.

Loss	Excess		
0 -20%	* 5.0%	* 10.0%	* 15.0%
21%	4.5%	9.50%	14.50%
22%	4.0%	9.00%	14.00%
23%	3.5%	8.50%	13.50%
24%	3.0%	8.00%	13.00%
25%	2.5%	7.50%	12.50%
26%	2.0%	7.00%	12.00%
27%	1.5%	6.50%	11.50%
28%	1.0%	6.00%	11.00%
29%	0.5%	5.50%	10.50%
30%	0.0%	5.00%	10.00%
31%		4.50%	9.50%
32%		4.00%	9.00%
33%		3.50%	8.50%
34%		3.00%	8.00%
35%		2.50%	7.50%
36%		2.00%	7.00%
37%		1.50%	6.50%
38%		1.00%	6.00%
39%		0.50%	5.50%
40%		0.00%	5.00%
41%			4.50%
42%			4.00%
43%			3.50%
44%			3.00%
45%			2.50%
46%			2.00%
47%			1.50%
48%			1.00%
49%			0.50%
50-100%			0.00%

* **Excess** as shown on **Your Certificate of Insurance** after the **Final Revision Date** shown on **Your Certificate of Insurance**.

INSURED CROP YIELD COVER OPTIONS

Means the method **You** selected and **We** agreed, shown on **Your Certificate of Insurance**, that specifies the manner in which the cover will operate in respect of **Yield Estimate** and the **Insured Crop Area**.

You cannot change **Your Insured Crop Yield Cover Options** after the **Period of Insurance** has commenced.

The Insured Crop Yield Cover Options are as follows;

1. After Harvest Declaration Cover

You nominate by plant type **Your Insured Crop Area** and **Yield Estimate** to **Us** at the start of the **Period of Insurance**:

- (a) **Your** final premium invoice will be calculated on **Your Actual Harvest** declared by **You** within 14 days of completion of all harvest operations at **Your Property** for **Your Insured Crop Area**.
- (b) **You** may change the **Yield Estimate** at any time up until the **Final Revision Date** shown on **Your Certificate of Insurance** unless **You** have notified **Us** of a claim.
- (c) **Your Actual Harvest** declared will be capped at 75% of the last **Yield Estimate** provided to **Us** at the **Final Revision Date** showing on **Your Certificate of Insurance**.
- (d) **Agreed Value** cannot be decreased unless a special circumstance is accepted by **Us** prior to the **Final Revision Date**. Any accepted change will be limited to no more than 25% reduction from the original **Agreed Value**.
- (e) In the event of an Insured Peril occurring **We** will calculate **Your** yield loss in the **Area Damage on Potential Harvest**.
- (f) Any **Insured Crop Area** which is to be cut for **Hay** will receive a reduced rate only if **We** are notified prior to the **Final Revision Date**.

2. Final Revision Date Cover

You nominate by paddock **Your Insured Crop Areas** and **Yield Estimate** to **Us** at the start of the **Period of Insurance**.

- (a) **Your** final premium invoice will be calculated on **Your Yield Estimate** declared by **You** no later than the **Final Revision Date**, shown on **Your Certificate of Insurance**.
- (b) Subject to **Our** approval, **You** may change the **Yield Estimate** at any time up until the **Final Revision Date** shown on **Your Certificate of Insurance**.
- (c) No **Yield Estimate** revision will be permitted if **You** have notified **Us** of a claim.

- (d) No **Yield Estimate** revision will be permitted after the **Final Revision Date** shown on **Your Certificate of Insurance**.
- (e) Any **Insured Crop Area** which is to be cut for **Hay** will receive a reduced rate only if **We** are notified prior to the **Final Revision Date**.
- (f) No **Agreed Value** revision will be permitted.

BASIS OF SETTLEMENT

Calculation of Claim

We will calculate **Your** claim in accordance with **Your Insured Crop Yield Cover Option**, subject otherwise to the terms, conditions and exclusions of this **Policy**.

We will not pay more than the **Sum Insured** for each **Insured Crop Area** affected.

We will not pay for any loss until all premiums have been paid to **Us**.

1. Final Revision Date Cover

(a) If **Area Damaged** occurs on or before the **Final Revision Date**, We will use **Potential Harvest** for the claim settlement as follows:

Yield Estimate	1.6t/ha
Potential Harvest	1.8t/ha
Agreed Value	\$300/tonne
Insured Crop Area	100ha (total paddock size)
Area Damaged Sum Insured	\$54,000 (1.8t/ha x 100ha x \$300/t)
% Loss	35.0%
Excess	5.0%
Net Loss Percentage	30.0% (35.0%-5.0%)
Claim Settlement	\$16,200.00 (30.0% of \$54,000)

(b) If **Area Damaged** occurs after the **Final Revision Date**, We will use the **Yield Estimate** for the claim settlement as follows:

Yield Estimate	1.6t/ha
Agreed Value	\$300/tonne
Insured Crop Area	100ha (total paddock size)
Area Damaged Sum Insured	\$48,000 (1.6t/ha x 100ha x \$300/t)
% Loss	35.0%
Excess	5.0%
Net Loss Percentage	30.0% (35.0%-5.0%)
Claim Settlement	\$14,400.00 (30.0% of \$48,000)

2. After Harvest Declaration Cover

We will use **Potential Harvest** for the claim settlement as follows:

Insured Crop Type	Wheat
Yield Estimate	1.6t/ha
Potential Harvest	1.8t/ha
Agreed Value	\$300/tonne
Insured Crop Area	400ha
Area Damaged	200ha
Area Damaged Sum Insured	\$108,000 (1.8t/ha x 200ha x \$300/t)
% Loss	35.0%
Excess	5.0%
Net Loss Percentage	30.0% (35.0%-5.0%)
Claim Settlement	\$32,400.00 (30.0% of \$108,000)

EXCLUSIONS

We are not liable for loss of, damage to, or destruction of **Your Insured Crop Area** caused directly or indirectly by or arising from, or for:-

1. wind, water, rain or flood;
2. water or moisture damage as a result of the melting of or from melted hailstones;
3. loss which occurs before the **Specified Growth Stage** other than the Re-Sowing Additional Benefit;
4. damage to any crop not listed on the **Certificate of Insurance**;
5. grazing livestock that are under **Your** control and/or the burning of the stubble in each **Insured Crop Area** **You** have notified to **Us** as having a potential claim, prior to a completed inspection by **Our** nominated representatives;
6. loss of nutritional value of seed, grain or plant material;
7. loss of quality of seed, grain or plant material;
8. loss of germination ability of seed or grain;
9. damage to, or destruction of any plant material once it has been cut from the standing stem for, straw, **Hay** baling, fodder, or chaff production, including any remaining stubble;
10. vermin, birds, insects, larvae;
11. disease, virus(es), bacteria or fungus;

12. wilful, dishonest, fraudulent or criminal act or omission of **You** or any member of **Your** family;
13. war, invasion acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or resumption or nationalisation or requisition or destruction of or damage to each **Insured Crop Area** by or under the order of any government or public or local authority;
14. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also includes loss, damage, 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.

For the purpose of this exclusion an act of 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 or in connection with any organisation(s) or government(s) which form it's nature or context is done for, or in connection with political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion applies notwithstanding any provision to the contrary within this insurance or any endorsement thereto; or

15. any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

We do not provide cover, and We are not liable to pay any claim or provide any benefit under the Policy to the extent that such claim payment or the provision of such cover or benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the United Kingdom, the European Union, one (1) of its member states, or the United States of America.

CONDITIONS

Declaration of Crops

You agree to complete and sign a declaration at the date determined by the Insured Crop Yield Cover Option method **You** took with **Us** as follows:-

1. After Harvest Declaration Cover.

- (a) Once harvest is completed, **We** require **Your** After Harvest Declaration of total harvest tonnes for each and every **Insured Crop Area**.
- (b) **You** will complete and return **Your** After Harvest Declaration either, within 14 days of completion of harvest, or no later than the **Period of Insurance** cover expiry date for **Insured Crop Area**.
- (c) Where **We** have not received **Your** After Harvest Declaration by the 1st February within the **Period of Insurance**, **We** will deem the current **Yield Estimate Your Actual Harvest**, unless **We** have accepted a special circumstance notified to **Us** prior to the 1st February within the **Period of Insurance**.
- (d) A minimum **Actual Harvest** of 0.5 tonne per hectare will apply, unless a Crop Failure was notified by the **Final Revision Date**.
- (e) Premium must be paid within 30 days of receiving **Your** final invoice from **Us**.
- (f) **You** agree to keep and maintain records of **Your** crops including paddocks, yields, silo receipts and contracts for supply of crops for a period of at least 3 years from the date of harvest of covered crops.

2. Final Revision Date Cover.

- (a) **You** will complete and return the Final Revision Declaration no later than the date shown on **Your Certificate of Insurance**.
- (b) Premium must be paid within 30 days of receiving **Your** final invoice from **Us**.
- (c) **You** agree to keep and maintain records of **Your** crops including paddocks, yields, silo receipts and contracts for supply of crops for a period of at least 3 years from the date of harvest of covered crops.

CLAIMS

Following **Area Damaged** which is covered by this **Policy**, **You** must follow the procedures outlined below. If **You** do not, **We** may refuse **Your** claim or reduce the amount **We** pay **You**:

1. advise **Us** as soon as possible within 48 hours by telephone, in person, by email or facsimile:

Phone 08 8372 4020
 Fax 08 8372 4030
 Email claims@if.net.au

2. complete **Our** claims notification form and return to **Us** promptly either by:
 - (a) Requesting a claim form from **Your** broker
 - (b) Downloading a claim form from **Our** web page <https://www.if.net.au>
3. read and retain the Important Claim Notices form **We** and/or **Our** appointed loss adjuster sends to **You**. It explains who **We** have engaged to determine any loss, how they will contact **You** and what **You** must do to enable the progression of any potential claim;
4. take all reasonable steps to limit the loss and prevent further loss;
5. report to the Police if **You** suspect arson or malicious damage;
6. give **Us** and **Our** representatives all assistance which may be reasonably required to inspect **Your** crops;
7. provide **Us** with individual harvested yields from each of **Your Insured Crop Areas** so **We** can determine the **Potential Harvest** from **Your Area Damaged**.
8. inform **Us** if any **Insured Crop Area** is ready or is being harvested. **You** may harvest the crop providing **You**:
 - (a) leave 5 evenly spaced sample inspection areas of at least 10 square metres in every 40 hectares of **Insured Crop Area**. These samples should be representative of the harvested area and should not include areas of poor growth, trees, fence lines, gateways or areas of poor drainage;
 - (b) the entire stubble including roots whether damaged or not is to be left standing and is not to be cut out, cultivated, grazed, burnt or disturbed until **We** and/or **Our** representatives have inspected it.

Amendment to the Cover

Any amendments to the cover under this **Policy** are subject to a 48 hour acceptance condition. Revised cover attaches at 9:00am EST on the day following a 48 hour period from when the written acceptance of the alteration to the cover is approved by **Us**.

Crop Failure

In the event of the failure of part or all of **Your Insured Crop Area**, the cover may be cancelled by **You** on the **Insured Crop Area** or crops affected. **You** may be required by **Us** to provide evidenced proof that the area to be abandoned is uneconomical to harvest for commercial sale prior to the Crop Failure Date shown on **Your Certificate of Insurance**. Where notice is given by **You** and accepted by **Us**, no premium will be payable provided **You** have not already notified **Us** of a claim involving the affected **Insured Crop Area**.

If After Harvest Declaration Cover is shown on **Your Certificate of Insurance** and **Your Insured Crop Area** fails after the Crop Failure Date, or **You** do not cancel **Your** cover due to Crop Failure by the Crop Failure Date shown on **Your Certificate of Insurance**, a minimum **Actual Harvest** of 0.5 tonne per hectare will apply to the **Insured Crop Area** declared by **You** and approved by **Us** as a Crop Failure.

Cancellation

We have the right to cancel the **Policy** in certain circumstances. If **We** cancel the **Policy** **We** will refund **You** the rateable proportion of time remaining on the **Policy**.

You may cancel this insurance by notifying **Us** in writing. **You** will still be required to pay the premium if **You** cancel the **Policy**.

Protection of Crops

You agree to tend to the **Insured Crop Area** in accordance with sound farming practice and to take all reasonable steps to protect and preserve the crops at all times. If **You** do not, **We** may reduce the amount **We** have to pay, or may elect not to pay **Your** claim.

Subrogation

We have the right to prosecute a claim in **Your** name to recover damages from another person in respect of amounts paid under this **Policy**. **We** have full discretion in the conduct of such proceedings and in the settlement of such claims.

You must not exclude or limit **Your** rights against any such party. If **You** do, **We** will not pay a claim to the extent **We** can no longer recover from that other party because those rights are affected.

Underinsurance

You will not be covered in respect of any area which is not shown on **Your Certificate of Insurance**.

If **Your** actual area planted is greater than the **Insured Crop Area** nominated by **You**, **Your** claim in respect of the **Insured Crop Area** will be reduced by the underinsurance percentage of the total area planted.