



CROP

INSURANCE POLICY

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Important information

About CGU Insurance

Insurance Australia Limited trading as CGU Insurance (CGU Insurance) is the underwriter of this insurance Policy. Our Australian Business Number is 11 000 016 722.

Our Australian Financial Services Licence Number is 227681.

In this Policy CGU Insurance is called We, Us, or Our.

Intermediary remuneration

CGU Insurance pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

How to contact Us

You may contact Us by any of the following ways:

- In person at any CGU Insurance office
- By telephone on 13 15 32
- By writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- By email on Our website www.cgu.com.au

Our service commitment

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more-informed relations between Us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints You make about Us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our commitment to You

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

How to Resolve a complaint or dispute

How to resolve a complaint or dispute

We will always do Our best to provide You the highest level of service but if You are not happy or have a complaint or dispute, here is what You or Your insurance adviser can do.

If You experience a problem or are not satisfied with Our products, Our services or a decision We have made, You or Your insurance adviser should let Us know so We can help.

Contact information can be found within this Policy or You can call Us on 13 24 81.

We will try to resolve complaints at first contact or shortly thereafter.

If We are not able to resolve Your complaint when You contact Us or You would prefer not to contact the people who provided Your initial service, Our Customer Relations team can assist:

Free Call: 1800 045 517

Email: Customer.Relations@iag.com.au

Customer Relations will contact You or Your insurance adviser if they require additional information or have reached a decision. Customer Relations will advise You or Your insurance adviser of the progress of Your complaint and the timeframe for a decision in relation to Your complaint.

We expect Our procedures will deal fairly and promptly with Your complaint. If You are unhappy with the decision made by Customer Relations You or Your insurance adviser may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist You:

Free Call: 1800 931 678

Email: info@afca.org.au

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

Visit: www.afca.org.au

Further information about Our complaint and dispute resolution process is available by contacting Us.

How CGU Insurance protects Your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact Us at privacy@cgu.com.au or 13 15 32 and We will send You a copy.

We recommend that You obtain a copy of this Policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this Policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how We will deal with Your complaint.

Minimum Premium

Your Premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the Policy for and may adjust Your Premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your Policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced.

Interest on unallocated Premium

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your Premium in a trust account on Your behalf until Your insurance can be issued. We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

Crop Insurance Policy

Where You have paid or agreed to pay the Premium to Us, then subject to the terms and conditions contained in or endorsed on this Policy or on Your Schedule, We will cover You against the loss of Potential Yield of Seed or Hay, due to a listed event as shown in the Policy. This cover will commence at the First Emergence stage for Dicotyledons and Monocotyledons (other than rice), and at Panicle initiation for rice.

If You have elected to insure for fire only then Your cover will be limited to the loss of Potential Yield of Seed or Hay, due to damage caused by fire only.

This insurance applies during the Period of Insurance on Your Schedule, and for any future period for which We may accept payment of Premium.

The Policy, application, Crop Declaration, and Schedule, are to be read together, and form this agreement.

Who is insured under this Policy

The person, partnership, or company, whose name is set out on Your Schedule, is insured. In this Policy, all the insured(s) are called You, Your', Yours, Insured or Insured Person.

You cannot give Your rights away

You cannot give anyone else an interest in this Policy, without Our written consent.

Words that have a special meaning in this Policy

In this Policy there are words that have a special meaning. These words are listed below. Where they appear in the Policy they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

Communicable Disease – means any disease which can be transmitted by means of any substance or agent from any organism to another organism whether:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer System – means computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of these items and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by You or any other party.

Crop Declaration – means the renewal notice We send to You that You must complete, advising details of the new season crop You wish to insure.

Crop Failure – means the failure of a crop to produce an economic yield, due to physical or biological factors, resulting in the crop not being harvested (including Seed or Hay). Crop failure does not include loss as a result of excessive weed growth or poor management practices.

Cyber Act – means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident – means:

- any error or omission or series of errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Dicotyledons – are plants with two (2) embryonic Seed leaves at germination. These include, but are not limited to, pea, bean, lentil, vetch, canola, kale, mustard, lupin, safflower, sunflower, and linseed.

Eight Leaf Stage – means the stage of normal growth for Dicotyledons when, in at least 50 percent (50%) of the plants, the eighth leaf of the plant is unrolled and fully expanded.

Electronic Data – means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Excess – is the amount You need to pay in the event of a claim. In this Policy, the Hailstone Excess is a percentage Excess. We will not pay for the loss of Potential Yield of Seed or Hay, up to the percentage shown on Your Schedule, for that portion of the Insured Crop not harvested at the time of damage.

Final Harvest Date – means the final harvest date shown on the Schedule, when insurance on any Unharvested Crop ceases for the current season.

Final Yield Date – means the date specified on Your Schedule, which is the final date for revising the Insured Yield or the Insured Value.

First Emergence – means the stage of growth of the developing plant when, by normal growth processes, the first green shoot appears above ground level.

First Jointing – means the stage of normal growth for Monocotyledons when, in at least 50 percent (50%) of the plants, the top node or joint on the main tiller appears above ground level.

Flood – means the covering of normally dry land by water, that has escaped, or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified, or
- any reservoir, canal, or dam.

Genetically Engineered or Genetically Modified

Substance or Organism – means a living plant, animal or microbe that has been altered by the addition or modification of a gene through the process of genetic engineering and contains genes or portions of genes from unrelated organisms.

Gross Percentage Loss – means the percentage loss of yield that is determined by Our Assessor.

Hailstone – means a hard pellet of ice.

Harvested Yield – means the actual yield harvested in the paddock, or if a claim has occurred, it means the Potential Yield as assessed by Our Assessor.

Hay – means any plant material from wheat, barley, oats, or triticale, that is specifically grown, cut, raked, or baled for hay production.

Insured Crop – means a paddock/field, itemised on Your Schedule, which can be clearly identified by a loss assessor upon inspection of the insured Situation. This definition also extends to include any Seed or Hay harvested there from.

Insured Value – means the agreed value per tonne nominated by You and accepted by Us. We will show this value on Your Schedule.

Insured Yield – means the yield that You have nominated, and that is shown on Your Schedule.

Monocotyledons – are plants with a single embryonic Seed leaf at germination. These include, but are not limited to, wheat, barley, oats, rye, corn, triticale, canary Seed, millet, panicum, sorghum, maize, and rice.

Panicle Initiation – means the stage of growth of the rice plant (during the reproductive phase) when the small panicle can be seen as a 'furry' tip at the growing point of at least 30 percent (30%) of the main stems.

Period of Insurance – means the length of time between the start and the end date of Your Crop Policy shown on Your current Schedule.

Policy – means this document, the current Schedule and any other endorsements or notice We give You in writing, which together form Our agreement with You.

Potential Value – is the product of Potential Yield, the Insured Value, the crop area, and the share crop percentage insured.

Potential Yield – means the harvestable yield which the Insured Crop has the potential to produce by normal growth process, if the insured event had not occurred. In the case of crops other than Hay, this is determined by a count of the developing Seeds on each plant.

For Hay, this is determined by weight.

Premium – means the amount You have to pay Us (including all government charges) for Your Policy.

Replanting Subsidy – means the amount shown on Your Schedule that We will pay You for each hectare of the Insured Crop that is replanted, as a result of the impact of Hailstones upon plant parts.

Schedule – is the most current document We give You which sets out the details of Your insurance cover. You receive a Schedule when You first take out Your insurance, and again when Your Policy is renewed or changed.

Seed – means the grain or seed that is grown for dry seed production from the Insured Crop, shown on Your Schedule.

Silo – means a purpose-built structure, proofed against weather and vermin, and used for storing grain, silage, and other agricultural produce. It may include:

- a substantial building comprising a fixed tower with walls and roof constructed of metal, brick, or concrete
- a grain harvest sausage bag
- a grain bunker, pit, or underground water tight space.

Situation – is the place where the Insured Crop is located. We will show this place on all the Schedules We give You.

Standing Straw – means the remaining standing stem of a plant from an Insured Crop after the crop has been harvested.

Sum Insured – is the amount shown on Your Schedule. It is the product of the Insured Yield, the crop area, the Insured Value, and the share crop percentage insured.

Unharvested Crop – means the Insured Crop from when it reaches First Emergence stage for Dicotyledons and Monocotyledons (other than rice), and at Panicle Initiation for rice until the crop is harvested, or the expiry date for unharvested crop, whichever occurs first. Hay is considered to be harvested when it is baled, rolled, or stacked, whichever occurs first.

You, Your, Yours, Insured, or Insured Person – means the Person(s), companies or firms named on the current Schedule as the Insured.

When We will pay

We will pay You for the loss of Potential Yield of Seed or Hay, during the Period of Insurance shown on Your Schedule, due to any of the listed events shown, for:

- Dicotyledons and Monocotyledons (other than rice), after they have reached First Emergence, or
- rice, after it has reached Panicle Initiation.

There must be damage or loss to the Insured Crop during the Period of Insurance and from one of these listed events, for You to make a claim.

Please refer to the section headed 'How We pay a claim for Your Insured Crop' for full details of what We will pay You in the event of a claim.

Cover – listed events

We will cover You for loss or damage caused by:

- impact of Hailstones upon plant parts
- fire, lightning, or spontaneous combustion of the Insured Crop
- physical damage or destruction of the Insured Crop caused by explosion.

Additional things We will pay You when You have insured Your Crop for fire and hail

Early cover

When You are renewing Your Policy and We have sent You a Crop Declaration, We will automatically cover Your new season's crop up until the date specified on the Crop Declaration. The Crop Declaration must show the Insured Yield and Insured Value that You wish to insure for.

You must send Us Your completed Crop Declaration prior to the expiry date shown if You wish to continue Your cover and avoid the forty eight (48) hour acceptance condition.

Replanting subsidy

We will pay You a Replanting Subsidy if the Insured Crop is damaged by the impact of Hailstones upon plant parts of the Insured Crop, and if the damage occurs after First Emergence and before the Insured Crop has reached:

- the Eight Leaf Stage for Dicotyledons
- the First Jointing stage for Monocotyledons, (other than rice)
- Panicle Initiation for rice.

We will continue to insure the replanted crop if the same type of crop is planted. If a different crop is planted (subject to Our approval), We will transfer insurance cover to the new crop, provided You agree to pay any additional Premium which may be required.

The Replanting Subsidy is an option You can select instead of continuing to grow the crop through to harvest.

No loss of Potential Yield of Seed will be paid on the damaged crop if the Replanting Subsidy option is selected.

Chemical overspray

We will also pay You for the loss of Potential Yield of Seed or Hay due to damage by chemicals that have been:

- ground sprayed on adjoining properties not belonging to You or farmed by You, and which are located within two (2) kilometres of the damaged crop, or
- ground sprayed on Your property by an independent commercial contractor.

The most We will pay You for all claims in total under this benefit during the current Period of Insurance \$100,000.

In the event of a claim under this benefit, You must provide Us with the name and address of the person(s) responsible for the damage. We will not pay any claims under this benefit if You do not take reasonable steps to provide Us with this information.

We will not pay claims under this benefit where Your Schedule indicates that the cover applicable to this Policy is for crop fire only.

Additional cost to reduce a claim

If We have agreed to pay a claim for loss or damage, We will also pay the costs necessarily and reasonably incurred by You for the purpose of reducing the amount of Your claim. These costs must be agreed to or recommended by the loss assessor or Us.

The most We will pay is \$100 per hectare to a maximum of \$5,000 any one claim. The most We will pay in any one Period of Insurance is \$50,000.

This additional benefit is subject to:

- a) the claim for loss of Potential Yield is greater than the Excess; and
- b) the amount of saving to the loss amount must be greater than the additional costs incurred unless agreed to by the loss assessor or Us.

Fire fighting costs

We pay up to \$5,000 towards the costs You reasonably incur, to take steps, at or adjoining the Situation shown on the Schedule, to safeguard Your crop from the immediate threat of fire during the Period of Insurance.

Stock intrusion

We will also pay You for the loss of Potential Yield of Seed or Hay due to damage by straying livestock that do not belong to You and are not being grazed on Your property.

You must maintain all fences around the Insured Crop in good order, and ensure that they are of a suitable type used to control livestock that would be normally grazed on Your property or adjoining properties. The gates at the Situation must be closed and secured when not in use.

In the event of a claim under this benefit, You must provide Us with the name and address of the owner of the livestock that caused the damage. We will not pay any claims under this benefit if You do not take reasonable steps to provide Us with this information.

The most We will pay You for all claims in total under this benefit during any one Period of Insurance, is \$100,000.

We will not pay claims under this benefit where Your Schedule indicates that the cover applicable to this Policy, is for crop fire only on Your property or adjoining properties.

Harvested crop in harvester

We will cover Your harvested crop whilst in Your harvester for accidental loss or damage prior to it being removed for transport or storage.

We will not pay for more than one event for any one harvester in any one Period of Insurance.

No cover under this additional benefit is provided where:

- the harvester being used is not owned or operated by You or Your employees
- when the harvested crop is being carried in an inadequately constructed or maintained harvester
- to Seed or Hay where it is carried in an overloaded or unroadworthy harvester

The most We will pay in any one Period of Insurance is \$2,500.

Stored crop

We will pay You for loss of harvested Seed or Hay due to fire, lightning, spontaneous combustion, explosion, wind, water, earthquake, and impact caused by any land vehicle or animal, aircraft, or other aerial devices and articles dropped from them (excluding chemical substances), while the Seed or Hay is being stored on Your farm or the farm on which the crop was grown, until You have completed sowing in the following calendar season.

Cover under this additional benefit for loss of harvested Seed or Hay is subject to the following limits in any one Period of Insurance shown on Your Schedule:

- \$100,000 for damage by wind or water;
- \$200,000 for damage by fire, lightning, spontaneous combustion, explosion, earthquake, impact caused by any land vehicle, impact caused by animal, aircraft or other aerial devices and articles dropped from them (excluding chemical substances);
- \$10,000 for damage by wind or water to any stored Seed or Hay held in a grain sock, Silo, silo bag or any grain bunker, pit or underground space; and
- to the extent permitted by law, the maximum amount We will pay for loss of any stored Hay under this and any other Crop Insurance Policy underwritten by Insurance Australia Limited is \$200,000.

Claims will be paid in accordance with the section headed 'How We pay a claim for Your insured crop' for 'Harvested Crop'.

Transit

We will pay You for the loss of harvested Seed or Hay due to accidental loss or damage, including contamination during loading and road transport from the Situation shown on the Schedule to permanent storage, receipt point, or Seed cleaner's place of business within Australia. The most We will pay is \$100,000 any one Period of Insurance.

Temporary removal

We will also pay You for loss of harvested Seed or Hay due to fire, lightning, spontaneous combustion, explosion, wind, and water impact caused by any land vehicle or animal, earthquake, aircraft, or other aerial devices and articles dropped from them (excluding chemical substances), if the Seed is at a Seed cleaning facility or is warehoused.

We will not pay for any loss or damage sustained:

- if Seed or Hay has been away from the Situation for more than twenty one (21) days, or
- for Seed or Hay that cannot be identified as Your Seed or Hay due to the manner in which it has been stored.

The most We will pay for all claims (other than wind or water) in total, under this benefit, is \$100,000 any one Period of Insurance. Wind and water claims are limited to \$10,000 any one Period of Insurance.

We will not cover loss or damage:

- to Seed when it is carried uncovered, unprotected, or in an inadequately constructed vehicle or bin
- to Hay in or on an inadequately constructed vehicle
- to Hay when inadequately secured or tied down
- to Seed or Hay when it is carried in an overloaded or unroadworthy vehicle
- caused by storm or water damage when stored, while Seed or Hay is not in a fully enclosed Silo or a soundly constructed building
- caused by storm or water damage when in transit, if the Seed or Hay is in the open air.

Claims will be paid in accordance with the section headed 'How We pay a claim for Your Insured Crop (harvested crops)'.

Standing straw

Where Your Standing Straw is damaged by fire, We will pay costs necessarily and reasonably incurred, to feed or agist livestock belonging to You, including any required transport costs.

This benefit will end no later than the recovery of alternative pasture, or twelve (12) months, whichever is the sooner.

The most We will pay for this benefit is \$25,000 any one Period of Insurance.

Extra harvest

Where the Gross Percentage Loss caused by Hailstones impacting on an Unharvested Crop is assessed as being greater than Seventy (70%) percent, We will pay You an extra harvest allowance benefit. The amount We will pay You will be calculated by taking fifty (50%) percent of the difference between the assessed loss and Seventy (70%) percent. This will be added to the assessed loss percentage of the claim. The most We will pay You is one hundred (100%) percent of the Sum Insured shown on Your Schedule.

For example:

Assessed loss = 90%
Extra harvest allowance = 10% (50% of (90% less 70%))
Gross Percentage Loss payable = 90% + 10%
= 100% (less any applicable Excess)

We will not pay claims under this benefit where Your Schedule indicates that the cover applicable to this Policy is for 'crop fire' only.

Contamination of harvested crop by genetically modified substance or organism

We will also pay for loss or damage where Your harvested Seed has been contaminated by seed from a Genetically Engineered or Genetically Modified Substance or Organism that causes Your harvested crop to be rejected for sale or delivery due to the presence of that Genetically Engineered or Genetically Modified Substance or Organism. Where:

- the damage is the result of contamination directly caused by contamination from Genetically Engineered or Genetically Modified Substance or Organism; and
- the damage occurs between the Acceptance Date and the Final Harvest Date; and
- the contamination was not from a property or crop in which You had a financial interest at the time of the contamination; and
- in the event of a claim under this benefit You must provide Us with the name and address of the person(s) responsible for the damage. We will not pay any claims under this benefit if You do not take reasonable steps to provide Us with this information.

The most We will pay for all claims for this benefit during the Period of Insurance is \$100,000.

We will not pay claims under this benefit where Your Schedule indicates that the cover applicable to this Policy is for crop fire only.

Additional things You can cover

After harvest extension

If after harvest is noted on Your Schedule, this Policy is extended to allow a final declaration of the Harvested Yield to be made after the completion of harvest and the following additional conditions will apply.

- Claims payments and the final Premium payable, will be calculated based on this after harvest declaration.
- Harvested Yield will be the maximum amount that a yield can be adjusted, plus twenty (20%) percent of the Insured Yield which applies at the final revision date. The maximum adjustment of Premium allowed, is minus twenty (20%) percent based on the Premium which would have applied at the final revision date.
- If a claim is made, the Potential Yield will be calculated by Our assessor, and subject to the above limitation, and shall be declared as the Harvested Yield for that paddock. The after harvest declaration must be completed and returned within three weeks of harvest. If You do not return the after harvest declaration, We will calculate Your Harvested Yield based on the last Potential Yield supplied and noted on Your Schedule.
- You must keep records of the entire Harvested Yield for at least twelve (12) months. You must make these available to Us if We reasonably require them.

Your provisional Premium will be advised in December. If You do not send back a final declaration that has made changes to Your yield, this will be the Premium You must pay. If You submit a final declaration after harvest, We will make any necessary adjustments and provide You with a revised Sum Insured and Premium calculation for You to pay. Payment is required within twenty one (21) days of You receiving this revised notice.

When We will not pay

We will not pay claims for:

- any actual or alleged loss, damage, liability, cost, expense or any other amounts of whatever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

Provided this exclusion will not apply to loss or damage to the Insured Crop as a consequence of loss or damage by the listed events covered by this Policy.

For the avoidance of doubt "loss, damage, liability, cost, expense or any other amounts of whatever nature" includes any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

- any actual or alleged Cyber Act provided this exclusion will not apply to loss or damage to the Insured Crop by the listed events covered by this Policy which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act
- loss of Potential Yield of Seed or Hay due to the impact of Hailstones upon plant parts where Your Schedule indicates that the cover applicable to this Policy is for crop fire only
- loss of Potential Yield of Seed or Hay due to an Excess or deficiency of water or moisture, however caused
- loss of quality or grade of Seed, or plant material
- loss of quality or grade of Hay, unless caused directly by a listed event
- loss of nutritional value of Seed, or plant material
- loss of nutritional value of Hay, unless caused directly by a listed event
- loss of germination ability of Seed
- loss of Potential Yield of Seed or Hay due to the presence of any uninsured species of plant, including weeds, irrespective of whether such loss was also in consequence of damage by the impact of Hailstones
- loss or damage to crops which are grazed after the most advanced part of the crop has reached First Jointing
- loss of, or damage to straw, stubble, Hay, or chaff, unless the crop insured is a Hay crop, and then only for loss of weight of plant material, except as provided under any Policy benefit provided under the section 'Additional things We will pay You when You have insured Your Crop for fire and hail'
- loss of weight of any Insured Crop other than Hay
- destruction, loss, or damage, intentionally caused by You or a person acting on Your behalf
- deliberate or intentional acts carried out by a tenant, or by You, or by people under Your direction or control

- destruction, loss, or damage caused by persons taking part in riots or civil commotions, labour disturbances, or persons of malicious intent acting on behalf of, or in connection with, any political organisation
- destruction, loss, or damage directly or indirectly caused by, or due to, any artificial heating or drying process
- loss by theft during or after fire
- consequential loss of any kind, unless specifically covered by this Policy. This means We will not pay for any direct or indirect financial or economic loss, for example loss of use or enjoyment, loss of profits or depreciation
- loss due to gradual deterioration, animals (other than straying livestock), birds, pests, vermin, insects, larvae, or disease, howsoever caused
- destruction, loss, or damage directly or indirectly caused by aerial spraying
- the loss of Potential Yield of any Seed or Hay that has failed to be harvested or that has not been harvested by the expiry date for Unharvested Crops
- the loss of Potential Yield to a perennial crop that occurs in the season immediately following the current Period of Insurance
- loss or damage caused by, contributed to, or caused from:
 - war or warlike activity. War does not have to be declared
 - hostilities, rebellion, insurrection, or revolution
 - lawful destruction or confiscation of the Insured Crop
 - anything nuclear or radioactive
 - invasion, acts of foreign enemy, hostilities, or war-like operations, civil war, mutiny, civil commotion (assuming the proportions of or amounting to a popular rising), military rising, insurrection, rebellion, revolution, military, or usurped power
 - as a result of an 'Act of Terrorism' or action taken to control, prevent or suppress, or attempt to control, prevent or suppress an 'Act of Terrorism'.
- loss or damage directly or indirectly caused by or arising out of Flood.

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of Premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

Policy Excess – reducing Excess

For each claim on an Insured Crop, We will reduce the amount of Your claim by the Excess. The amount of Your Excess is shown on Your Schedule.

Where the assessed loss of Potential Yield of Seed or Hay, due to the impact of Hailstones, exceeds twenty (20%) percent of the Insured Crop, not harvested at the time of damage, We will reduce the Excess by 0.5 percent for each one (1) percent of the assessed loss above twenty (20%) percent. We call this Our Reducing Excess benefit. The Reducing Excess cannot be less than zero.

The Reducing Excess will not apply to the additional benefits in this Policy and will only apply to losses due to impact by Hailstone.

Splitting of paddocks

For the purpose of the application of the Excess, Insured crops in paddocks/fields with an area greater than two hundred (200) hectares, will be split into equal units of no less than one hundred (100) hectares, with the orientation of the split lines being due north south.

How We pay a claim for Your Insured Crop

Unharvested Crop. In the event of a loss, where the loss occurred to the Insured Crop prior to the final revision date, the claim payment will be determined by applying the net loss percentage to the Potential Value, multiplied by the area of Unharvested Crop at the time of the loss. Where the loss occurred to the Insured Crop after the final revision date, the claim payment will be determined by applying the net loss percentage to the Sum Insured, or the Potential Value, whichever is the lesser, multiplied by the area of Unharvested Crop at the time of the loss. The net loss percentage is the Gross Percentage Loss less the Excess.

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

We will not pay for any loss until:

- all Premium has been paid
- after the final revision date.

We will calculate the amount We will pay You as shown in the following table.

Sum Insured calculation (example only)

Yield (Insured/potential) = 3.0 t/ha

Crop area (at time of loss) = 100 ha

Insured Value per tonne = \$190.00

% share (if share farmed) = 100 %

Sum Insured

(Yield x area x value x % share) = \$57,000

Amount payable calculation (assuming 45% net Loss %)

Sum Insured x net loss % = amount payable

\$57,000 x 45% = \$25,650.

If necessary, to establish the full extent of any loss, the final settlement of a claim may be deferred until the seasonal results are far enough advanced to provide a fair basis of assessment.

Harvested Crop. When damage or loss from a listed event occurs to harvested crop, We will pay You the Insured Value per tonne (shown on Your Schedule) for each tonne lost.

The most We will pay

The most We will pay You for any claim under this Policy is the Sum Insured shown on Your Schedule, unless otherwise indicated in the Policy.

Special conditions of Your Policy

This Policy is subject to a forty eight (48) hour acceptance condition. This means that for any application, Crop Declaration, or revision advice that You send Us, which increases the cover, the cover will not commence until forty eight (48) hours after 4:00pm on the date that We accept Your application, Crop Declaration, or revision advice. Any decrease in Your cover will come into effect when We accept Your application, Crop Declaration, or renewal advice.

We will not apply the forty eight (48) hour acceptance condition to any Crop Declaration that You send to Us prior to the cover expiry date for the automatic early cover on Your Crop Declaration.

Final harvest date

The cover under this Policy for any Unharvested Crop, ceases for the current season on the date that is shown on Your Schedule, as the Final Harvest Date.

Crop yield and value revision

At the beginning of each season, You must supply Us with an Insured Yield and Insured Value for each Insured Crop. Subject to Our approval, You may revise the Insured Yield and Insured Value at any time prior to the Final Yield Date. However, You cannot:

- change the Insured Yield or Insured Value after the crop has been harvested, or
- change the Insured Yield or Insured Value after a claim, unless the Potential Yield is less than Your Insured Yield. In this case, the Insured Yield will be reduced to the Potential Yield.
- Your Premium will be calculated at the final revision date based on the latest Insured Yield and Insured Value.

Crop failure

Before the final revision date, You can cancel Your cover in the event of Crop Failure. No Premium will be payable if You tell Us about the Crop Failure before the final revision date, provided You have not already made a claim. If You have made a claim, a Premium based on a yield of 0.5 tonnes per hectare, will apply.

- a claim for Replanting Subsidy is considered a claim for the purpose of this special condition
- the Insured Yield and the Premium will not be reduced if the Crop Failure occurs after the final revision date.

Cancelling Your Policy

You can cancel this Policy at any time. To do this, You must ask Us, in writing, to cancel Your Policy.

The Policy will end when We receive Your written request.

We will not return any Premium when You cancel the Policy.

We can cancel this Policy if You do any of the following:

- make a misleading statement to Us when You apply for Your insurance
- fail to tell Us anything You should tell Us when You apply for this Policy, and when You change or reinstate this Policy
- fail to comply with the conditions of this Policy
- fail to pay the Premium for this insurance
- are not fair and open in Your dealings with Us
- make a claim during the period of this Policy that is not true. The claim does not have to be under this Policy and can be with another insurance company.

We can also cancel this Policy if there is a change which materially increases the risk under Your Policy during the Period of Insurance. If We cancel this Policy, We must advise You in writing.

What You are required to do for Us

You must observe and comply with the terms and conditions of this Policy at all times.

You are required to tend the Insured Crop during growth, harvesting, storage, or transit, in a manner consistent with generally accepted farming practices and procedures.

You must take all reasonable steps to ensure the protection and preservation of the Insured Crop.

How to make a claim under Your Policy

Please contact Your nearest CGU Insurance office, or Your insurance intermediary, when something happens that You believe You can claim for.

What You must do when You make a claim

Where a claim for damage to the Insured Crop occurs, You must:

- advise Us as soon as reasonably possible, either in person or by telephone or email, of the date and time of loss, the cause of loss, and the details of the Insured Crop that has been damaged
- provide all reasonable assistance that We may require, including written proof and statutory declarations
- advise Us if the Insured Crop is ready for harvesting, or is being harvested. If so, You may harvest or continue to harvest, provided You leave unharvested in each fifty (50) hectares of Insured Crop, five (5) sample areas, each approximately four (4) metres long and two (2) metres wide. The entire stubble of the Insured Crop, including the stubble of any part of the crop not affected, is to be left standing and not grazed, cultivated, cut, or interfered with in any way until inspected by a loss assessor
- not disturb any Seed that has been burnt until it has been inspected by a loss assessor.

Where a claim for damage to the Insured Crop occurs, We may, at Our sole discretion:

- inspect and take possession of the Insured Crop or Seed at any reasonable time and place
- keep possession of the Insured Crop or Seed, and examine, sort, remove, or otherwise deal with it
- sell any of the Insured Crop or Seed, or dispose of it for the account of whom it may concern.

We reserve the right to defer settlement of any loss until, in Our opinion, the seasonal results are far enough advanced to provide a fair basis of assessment of the loss of Potential Yield of Seed or Hay.

You give Us Your rights to claim from anyone else

If You have a right to claim against someone for a claim You made under this Policy, You give Us Your rights to make that claim. You also give Us Your rights to conduct, defend, or settle any legal action, and to act in Your name. You must not do anything that prevents Us from doing this, and You must give Us the information and cooperation We reasonably require. We will only request information relevant to handling Your claim and will explain why the information and cooperation is required.

Notes

CONTACT DETAILS

ENQUIRIES 13 24 81
CLAIMS 13 24 80

MAILING ADDRESS
GPO BOX 9902 IN YOUR CAPITAL CITY

> CGU.COM.AU

SYDNEY GPO Box 244 Sydney NSW 2001	MELBOURNE 181 William St Melbourne VIC 3000	BRISBANE 189 Grey St South Bank QLD 4101	PERTH 46 Colin St West Perth WA 6005	ADELAIDE 80 Flinders St Adelaide SA 5000
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Insurer
Insurance Australia Limited
ABN 11 000 016 722 AFSL 227681
trading as CGU Insurance