

# EARLY BIRD CROP POLICY

Date of preparation: 28th of March 2022



**Good people to know.**





# About WFI

Date of preparation: 28th of March 2022

## About the insurer and WFI

The insurer for this Early Bird Crop policy is Insurance Australia Limited (ABN 11 000 016 722 AFSL 227681) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

Email: info@wfi.com.au

This is an Early Bird Crop policy. It sets out the insurance You can take out with Us.

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire this Early Bird Crop policy, You should carefully consider the appropriateness of the Early Bird Crop policy having regard to Your objectives, financial situation and needs.

### Understanding the significant features and benefits

To properly understand the significant features and benefits of the policy, You need to:

- read the
  - Important information (page 3)
  - General definitions (page 7)

which apply to the policy; and

- read the Certificate of Insurance We issue to You together with the policy wording - it tells You:
  - what the policy covers
  - what the policy does not cover
  - any additional benefits We provide
  - any optional benefits We offer
  - any general conditions We apply
  - what We pay for a claim.

There is a 'Summary of contents' in the front of the policy for easy reference in locating each of these sections.

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# Important information

applying to this policy

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## Our words

To make sure that You can readily understand Your rights and obligations We have written this document in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' which apply to words used in this document. All of the other words in this document have the meanings set out in the Macquarie Dictionary (current edition), so that You can easily find out what they mean. A reference to the singular includes the plural and vice versa, unless the context otherwise requires.

## Applying for insurance cover

We agree to give You the insurance set out in this policy and the Certificate of Insurance in return for Your agreement to pay Us the premium.

To apply for insurance cover, You must complete Our Crop Declaration. When You do so, You must comply with Your duty of disclosure which We tell You about under the section headed 'Your duty of disclosure' in this Important information section. It is also important You understand how We manage Your personal information which We tell You about in the section headed 'Privacy' within this Important information section.

The insurance is activated when We issue the Certificate of Insurance to You and only for the period shown on the Certificate of Insurance. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. We suggest You keep the Certificate of Insurance and all policy documents in a safe place.

Where We have agreed to provide You with insurance the agreement between You and Us consists of Your completed Crop Declaration and the following documents We issue to You:

- this Early Bird Crop policy;
- the Certificate of Insurance; and
- any endorsement which forms part of the policy.

## The agreement between You and Us

We only provide You with insurance under this policy if We issue You with a Certificate of Insurance and only for the period shown on the Certificate of Insurance.

The insurance is also subject to the section 'General Conditions of Your Policy', together with provisions shown on the Certificate of Insurance issued to You.

If provisions shown on the Certificate of Insurance are inconsistent with the terms contained in this policy then, to the extent of the inconsistency, the provisions shown on the Certificate of Insurance prevails.

## The cost of Your insurance

We determine the premium by considering a number of criteria.

When You apply for insurance We ask You to provide information about Your personal risk situation relevant to the policy including but not limited to:

- the area of each paddock of Your crop and the yields and values of each of Your crop to be insured; and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium payable (e.g. lower sums insured, higher excesses or low claims experience).

The total amount payable for Your policy includes Your premium plus amounts that take into account Our obligation (actual or in some cases estimated) to pay any relevant Statutory Charges in relation to Your policy.

We show the amounts of premium and Statutory Charges on the Certificate of Insurance. Where We are required to pay an estimated amount (e.g. for a Fire Service Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year, but We will not adjust Your total amount payable to reflect any variation in these amounts.

You can obtain further information on Our website [wfi.com.au](http://wfi.com.au).

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.

When You apply for insurance We will tell You how and when the total amount payable for the policy needs to be paid. It is a term of Your policy that You pay the total amount payable to Us by the time required by Us.

## Excess

An Excess is the amount which You will be required to contribute to any claim under the policy. The Excess applicable under this policy will only apply to loss or damage caused by the listed event 'impact of Hailstones upon plant parts'. The amount We pay under the policy in relation to a claim may be reduced by the amount of the Excess. You are only required to contribute an Excess if it is mentioned in the policy You have taken out or shown on the Certificate of Insurance.

## 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, 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 policy 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 Your policy as if it never existed.

### **Utmost good faith**

The law requires each of us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

### **Jurisdiction**

This policy is governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

### **Dishonest claims**

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

### **Changing the terms of this policy**

You may ask Us to change a term of Your policy. If We agree, We will confirm the change to You in writing.

### **When You can cancel**

You can ask Us to cancel the policy at any time by writing to Us requesting cancellation. Cancellation will be effective as soon as We receive Your request.

Where more than one Person is insured under the policy, We will only cancel when We receive a written request to cancel from all parties insured under the policy. Cancellation will be effective when We receive the consent from all of the parties to cancel.

If the policy is cancelled prior to the Final Yield Date, no premium will be payable. If the policy is cancelled after the Final Yield Date, We will charge the premium and any Statutory Charges.

However, if You have made a claim or are entitled to make one under the policy, We will not refund any

premium You have paid or We may deduct any premium from the claim loss settlement amount.

### **When We can cancel**

We may cancel the policy as permitted under the Insurance Contracts Act 1984 (Cth). We give You a notice in writing if We cancel Your policy.

If We cancel Your policy, prior to the Final Yield Date, no premium will be payable. If the policy is cancelled after the Final Yield Date, We will charge You the premium and any Statutory Charges.

### **Code of Practice**

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.

### **Our Complaints Handling Procedures**

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 can do.

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

Contact Your local representative, call Us on 1300 934 934 or go to Our website for more information: [wfi.com.au](http://wfi.com.au).

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](mailto:Customer.Relations@iag.com.au).

Customer Relations will contact You if they require additional information or have reached a decision. Customer Relations will advise You 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 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 can confirm if they can assist You:

Free Call: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

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

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

### **Privacy**

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988* (Cth) ('the Act'). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles (APPs).

You agree that We may collect, use, disclose and hold Your personal information as set out below.

## Collection

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in person from You or another person or persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs. If You fail to provide information further to Your duty of disclosure to Us, then there may be no cover or a reduced cover for any claim made and in some cases the policy may also be avoided.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to.

## Use and disclosure

We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim reference agencies, credit agencies, loss assessors and adjusters, financial or investigative service providers, IDR officers and dispute resolution providers such as the Australian Financial Complaints Authority.

We use and disclose Your personal information for the purposes of providing insurance, administration of the policy, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

## Indirect collection

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

## Overseas recipients

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

## Marketing

We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

## Access and correction

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access. If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution (IDR) process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

## Data quality and security

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

## Privacy policy

For further information, read Our 'Privacy Policy', or visit Our website at [wfi.com.au](http://wfi.com.au). Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

## Complaints

Our 'Privacy Policy' provides information about how You can complain about a breach of the privacy principles set out in the Privacy Act 1988 (Cth) and how We will deal with Your complaint.

## Contacting Us

We are happy to help You with any enquiries You have about this policy or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

## Financial Claims Scheme

We bring to Your attention the introduction of the Commonwealth Financial Claims Scheme (the Scheme). Amongst other things, the Scheme deals with insurance claims against certain general insurers that are under judicial management and that the Australian Prudential Regulation Authority (APRA) believes is insolvent. It provides that if a person satisfies certain eligibility criteria in relation to a valid claim connected with a certain type of policy, APRA may pay to that person something towards the amount that the person would be entitled to before they would receive the payment in the winding up of the insurer.

WFI is a general insurer. If at any time in the future APRA believes it has become insolvent, You might be able to make a claim under the Scheme.

You can obtain information about the Scheme from <http://www.fcs.gov.au>.



# General definitions

## applying to words We use in this policy

**Act of Terrorism** - means an act, including but not limited to the use or threat of force or violence by any Person or groups of Persons, whether acting alone or on behalf of or in connection with any organisations or governments which from its nature or context is committed for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Certificate of Insurance** - means the various documents We give You during the current crop season which sets out the details of Your insurance cover. These documents may include documents headed 'Crop Yield Declaration', 'Crop Insurance Alteration' and 'Premium Schedule Advice'. You receive a Certificate of Insurance when You first take out Your insurance, and again when Your policy is renewed or changed.

**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 declaration 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 the crop to produce an economic yield, due to physical or biological factors, resulting in the crop not being harvested (including Seed). 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** - means plants with two 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 used, accessed, processed, transmitted or stored by a Computer System.

**Electronic Data Storage Device** - means any property insured by this policy on which Electronic Data can be stored but not the Electronic Data itself.

**Excess** - means the amount You will be required to contribute to any claim on the policy for loss or damage caused by Hailstones. In this policy, the Excess is a percentage excess. We will not pay for the loss of Potential Yield of Seed up to the percentage Excess shown on the Certificate of Insurance, for that portion of the Insured Crop not harvested at the time of damage. The Certificate of Insurance will indicate if Your Excess is a flat percentage or a reducing Excess.

**Final Harvest Date** - means the 'Final Harvest Date' shown on the Certificate of Insurance, when insurance on any Unharvested Crop ceases for the current season.

**Final Yield Date** - means the 'Final Yield Date' shown on the Certificate of Insurance, which is the final date that You may advise Us of any revisions to 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 of 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 of the following:

- a lake (whether or not it has been altered or modified);
- a river (whether or not it has been altered or modified);
- a creek (whether or not it has been altered or modified);
- another natural watercourse (whether or not it has been altered or modified);
- a reservoir;
- a canal;
- a dam.

**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.

**Hailstone** - means a hard pellet of ice.

**Harvested Yield** - means the actual yield harvested in the paddock/field, itemised on the Certificate of Insurance, or if a claim has occurred, it means the Potential Yield as assessed by Our loss assessor.

**Insured Crop** - means a paddock/field, itemised on the Certificate of Insurance, which can be clearly identified by Our loss assessor upon inspection of the insured Situation. This definition also extends to include any Seed harvested from that paddock/field.

**Insured Value** - means the agreed value per tonne nominated by You and accepted by Us. We will show this on the Certificate of Insurance as 'Value'.

**Insured Yield** - means the yield that You have nominated, and that is shown on the Certificate of Insurance as the 'Yield'.

**Monocotyledons** - means 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 and maize.

**Percentage Loss** - means the percentage loss of yield that is determined by Our loss assessor.

**Period of Insurance** - means the length of time as shown on the Certificate of Insurance between the 'Acceptance Date' and the 'Final Harvest Date' for harvested Insured Crop or the 'Expiry Date' for Unharvested Crop, for which cover is provided for Your Insured Crop under the policy.

**Person** - means a natural person, firm, company, partnership, incorporated association, incorporated body or statutory body.

**Potential Value** - means the product of the 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 Insured Crops this is determined by Our loss assessor, following any insured loss or damage.

**Replanting Subsidy** - means the amount shown on the Certificate of Insurance that We will pay You for each hectare of the Insured Crop that is replanted.

**Seed** - means the grain or seed that is grown for dry seed production from the Insured Crop, shown on Your Certificate of Insurance.

**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** - means the place where the Insured Crop is located. We will show this place on the Certificate of Insurance We issue to You.

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

**Statutory Charges** - means GST, stamp duty, insurance duties or taxes and any other applicable statutory imposts, taxes or charges (actual or estimated).

**Sum Insured** - is the amount shown on the Certificate of Insurance. It is the product of the Potential Yield or 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 until the crop is harvested, or the 'Expiry Date' as shown on the Certificate of Insurance for Unharvested Crop, whichever occurs first.

**We, Us, Our and WFI** - means Insurance Australia Limited (ABN 11 000 016 722 AFSL 227681) trading as WFI.

**You, Your or Yourself** - means the Person or entity shown on the Certificate of Insurance as the insured.

If two or more Persons or entities are shown, You, Your or Yourself means each of them jointly and separately, subject to Our total liability under the policy not exceeding the Sums Insured shown on the Certificate of Insurance and/or limits of liability described in this policy or as shown on the Certificate of Insurance.

Each insured is responsible for the completeness and accuracy of information in any proposal information including the Crop Declaration, documents, statements or claims supplied by any one of them.

Each insured is also obligated to comply with the terms and conditions of this policy.

# Early Bird Crop policy

*The General definitions in the 'Important Information' section apply to words used in this policy.*

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## When We will pay

We will pay You for the loss of Potential Yield of Seed, during the Period of Insurance shown on the Certificate of Insurance, due to any of the listed events shown for Dicotyledons and Monocotyledons, after they have reached First Emergence.

There must be loss or damage to the Insured Crop during the Period of Insurance from one of the 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

If You have selected 'Combined' cover as the 'Cover Required' shown on the Certificate of Insurance, 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, and
- physical damage or destruction of the Insured Crop caused by explosion.

If You have selected 'Fire only' cover as the 'Cover Required' shown on the Certificate of Insurance, We will cover You for loss or damage caused by fire, lightning or spontaneous combustion of the Insured Crop.

If You have selected 'Hail only' cover as the 'Cover Required' shown on the Certificate of Insurance, We will cover You for loss or damage caused by impact of Hailstones upon plant parts only.

## Additional benefits We will pay for Your Insured Crop

### 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 as the 'Lapse Date' on the Crop Declaration. The automatic cover provided by this additional benefit is not subject to the 48 hour acceptance condition if You complete and return the Crop Declaration prior to the 'Lapse Date' shown on the Crop Declaration.

You are required to complete the Crop Declaration to show the Insured Yield and Insured Value that You wish to insure for.

You must send Us Your completed Crop Declaration prior to the 'Lapse Date' shown on the Crop Declaration if You wish to continue Your cover for Your new season's crop. If Your Crop Declaration is not received by the 'Lapse Date', a new policy will only be effected following receipt of Your completed Crop Declaration and will be subject to the 48 hour acceptance condition which must elapse prior to cover commencing.

### Replanting Subsidy

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

- the Eight Leaf Stage for Dicotyledons, or
- the First Jointing Stage for Monocotyledons.

We will continue to insure the replanted crop if the same type of crop as the Insured Crop is planted. If a different crop is planted (subject to Our approval), We will transfer cover under this policy to the new crop, provided You agree to pay any additional premium which may be reasonably required.

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

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

We will not pay claims under this additional benefit where 'Fire only' is shown as the 'Cover Required' on the Certificate of Insurance.

### Chemical Overspray

We will also pay You for the loss of Potential Yield of Seed due to damage by chemicals provided:

- the ground spraying occurred on adjoining properties not belonging to You or farmed by You, and which are located within two kilometres of the damaged Insured Crop; or
- the ground spraying occurred on Your property and was conducted by an independent commercial contractor.

In the event of a claim under this additional benefit, You will be required to provide Us with all information we reasonably require, including the name and address of the Person who occupied or owned the adjoining property on which the ground spraying occurred, or the independent commercial contractor who conducted the ground spraying. We will not pay any claims under this additional 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 additional benefit during the Period of Insurance, is \$100,000.

We will not pay claims under this additional benefit where 'Fire only' cover is shown as the 'Cover Required' on the Certificate of Insurance.

### Additional costs to reduce a claim

If We have agreed to pay a claim for loss of Potential Yield to Your Insured Crop by a listed event, We will also pay the costs necessarily and reasonably incurred by You for the purpose of reducing the amount of Your claim under the policy. These costs must be agreed to or recommended by Us or Our loss assessor prior to being incurred.

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

This additional benefit is subject to:

- the claim for loss of Potential Yield being greater than any applicable Excess, and
- the reduction to the potential loss amount being greater than the additional costs incurred to reduce the loss, unless agreed to by Us or Our loss assessor.

### 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 Certificate of Insurance, to safeguard Your Insured 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 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 additional benefit, You will be required to provide Us with all information We reasonably require, including the name and address of the owner of the livestock that caused the damage. We will not pay any claims under this additional 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 additional benefit during any one Period of Insurance is \$200,000.

We will not pay claims under this additional benefit where 'Fire only' cover is shown as the 'Cover Required' on the Certificate of Insurance.

### **Harvested crop in harvester**

We will cover Your harvested Insured 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, or
- the harvested Insured Crop is being carried in an inadequately constructed or maintained harvester, or
- the Seed is carried in an overloaded or unroadworthy harvester.

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

### **Stored Crop**

We will pay You for the loss of harvested Seed 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 is being stored at the Situation until You have completed sowing in the following calendar season.

Cover under this additional benefit for loss of harvested Seed while being stored is subject to the following limits for any one Period of Insurance shown on the Certificate of Insurance:

- \$10,000 for damage by wind or water to any stored Seed held in a grain sock, silo bag or any grain bunker, pit or underground space; or
- \$100,000 for damage by wind or water (other than as limited above); or
- \$200,000 for damage by fire, lightning, spontaneous combustion, explosion, earthquake, impact caused by any land vehicle, animal, aircraft or other aerial devices and articles dropped from them (excluding chemical substances).

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

### **Transit**

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

### **Temporary removal**

We will also pay You for loss of harvested Seed 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), when the Seed is temporarily away from the Situation at a Seed cleaning facility or is warehoused.

We will not pay for any loss or damage sustained:

- if the Seed has been away from the Situation for more than 21 days, or
- to Seed that cannot be identified as Your Seed 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 additional benefit, is \$100,000 for any one Period of Insurance. Wind and water claims payable under this additional benefit are limited to \$10,000 for any one Period of Insurance.

We will not cover loss or damage under this additional benefit:

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

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

### **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 additional benefit will end no later than the recovery of alternative pasture, or 12 months, whichever is the sooner.

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

## Extra Harvest

Where the Percentage Loss caused by Hailstones impacting on an Unharvested Crop is assessed as being greater than 70 percent (70%), We will pay You this Extra Harvest additional benefit. The amount We will pay You will be calculated by taking 50 percent (50%) of the difference between the assessed loss and 70 percent (70%). This will be added to the assessed loss percentage of the claim. The most We will pay You is 100 percent (100%) of the Sum Insured shown on the Certificate of Insurance.

For example:

|                         |  |
|-------------------------|--|
| Assessed Loss           | = 90%  |
| Extra harvest allowance | = 10% (50% of (90% less 70%))                      |
| Percentage Loss payable | = 90% + 10%<br>= 100% (less any applicable Excess) |

We will not pay claims under this additional benefit where 'Fire only' cover is shown as the 'Cover Required' on the Certificate of Insurance.

## Contamination of harvested Insured Crop by Genetically Engineered or 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 Insured Crop to be rejected for sale or delivery due to the presence of that Genetically Engineered or Genetically Modified Substance or Organism. For a claim under this additional benefit:

- the damage must be the result of contamination directly caused by contamination from Genetically Engineered or Genetically Modified Substances or Organism; and
- the damage occurred during the Period of Insurance shown on the Certificate of Insurance; and
- the contamination was not from a property or crop in which You had a financial interest at the time of the contamination.

In the event of a claim under this additional benefit, You will be required to provide Us with all information we reasonably require, including the name and address of the Person responsible for the damage. We will not pay any claims under this additional benefit if You do not take reasonable steps to provide Us with this information.

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

We will not pay claims under this additional benefit where 'Fire only' cover is shown as the 'Cover Required' on the Certificate of Insurance.

## Optional benefit

### Reducing Excess

Where Your Certificate of Insurance shows that You have selected the 'Reducing Excess' optional benefit the following cover will apply.

For each covered claim on an Insured Crop, We will reduce the amount of Your claim in accordance with this Reducing Excess optional benefit as outlined below.

Where the assessed loss of Potential Yield of Seed, caused by the impact of Hailstones, exceeds 20 percent (20%) of the Insured Crop not harvested at the time of damage, We will reduce the Excess by 0.5 percent (0.5%) for each 1 percent (1%) of the assessed loss above 20 percent (20%). The Excess cannot be less than zero.

The Reducing Excess optional benefit will not apply to any claim made under the additional benefits in this policy and will only apply to claims for loss or damage caused by impact of Hailstones.

## When We will not pay

We will not pay claims for:

- loss of Potential Yield of Seed due to impact of Hailstones upon plant parts where 'Fire only' cover is shown as the 'Cover Required' on the Certificate of Insurance
- loss of Potential Yield of Seed due to an excess or deficiency of water or moisture, however caused
- loss of quality or grade of Seed, or plant material
- loss of nutritional value of Seed or plant material

- loss of germination ability of Seed
- loss of Potential Yield of Seed due to the presence of any uninsured species of plant, including weeds, irrespective of whether such loss was also in consequences of damage by the impact of Hailstones
- loss or damage to Insured Crops which are grazed after the most advanced part of the Insured Crop has reached First Jointing
- loss of or damage to straw, stubble, or chaff except as provided under any additional benefit provided under the section headed 'Additional things We will pay for Your Insured Crop'
- loss of weight of any Insured Crop
- loss or damage intentionally caused by You or a Person acting on Your behalf
- deliberate or intentional acts carried out by a tenant, by You or by any Person under Your direction or control
- 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
- 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. This means We will not pay for 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
- loss or damage directly or indirectly caused by aerial spraying
- the loss of Potential Yield of any Seed that has failed to be harvested by the Final Harvest Date, as shown on the Certificate of Insurance, of the 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 by, or arising from:
  - war or warlike activity (whether war be declared or not)
  - 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 uprising), 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.
- any actual or alleged loss, damage, liability, cost, expense or any other amounts of whatsoever 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
- any actual or alleged Cyber Act provided this exclusion will not apply to damage to Your Insured Crop by the listed events covered by this policy which directly result 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.

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.

## How We pay a claim for Your Insured Crop

### Unharvested Crop

In the event of loss or damage covered by this policy:

- where the loss or damage occurred to the Insured Crop prior to the Final Yield Date, the claim payment will be determined by multiplying the Potential Value of the crop in the paddock/field where loss or damage has occurred (i.e. Potential Yield x Insured Value x crop area x share crop percentage insured) by the Percentage Loss;
- where the loss or damage occurred to the Insured Crop after the Final Yield Date, the claim payment will be determined by multiplying the Sum Insured or Potential Value of the crop in the paddock/field where the loss or damage occurred, whichever is the lesser (i.e. Potential Yield or Insured Yield x Insured Value x crop area x share crop percentage insured) by the Percentage Loss.

We will not pay for any loss until after the Final Yield Date. We may deduct any premium for the policy and any applicable Excess from the claim settlement loss amount.

An example of how We will calculate the amount We will pay You if You make a claim is shown in the following table.

### Potential Value/Sum Insured of the damaged paddock (example only)

|                             |            |
|-----------------------------|------------|
| Yield Potential/Insured*    | = 3.0 t/ha |
| Crop area (at time of loss) | = 100 ha   |
| Insured Value per tonne     | = \$190.00 |
| Share crop %                | = 100%     |

\* The Potential/Insured Yield will depend on when the loss or damage occurred. If before the Final Yield Date, the Potential Yield will apply. If after the Final Yield Date, the lesser of the Potential Yield and Insured Yield will apply.

|                                    |            |
|------------------------------------|------------|
| <i>Potential Value/Sum Insured</i> |            |
| 3.0t/ha x 100 ha x \$190 x 100%    | = \$57,000 |

Loss calculation (assuming 45% Percentage Loss in the paddock/field where loss or damage has occurred)

|   |                        |
|---|------------------------|
| Potential Value or Sum Insured x Percentage Loss in the paddock/field where the loss or damage has occurred | = Claim amount payable |
| \$57,000 x 45%  | = \$25,650             |
| Less any applicable Excess  |                        |

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, or until the Insured Crop reaches maturity, to provide a fair basis of assessment.

### Harvested Crop

When loss or damage from a listed event occurs to harvested Insured Crop during the Period of Insurance, We will pay You the Insured Value per tonne (shown on the Certificate of Insurance) for each tonne lost. We may deduct any premium for the policy and any applicable Excess from the claim settlement loss amount.

### The most We will pay

The most We will pay You for any claim under this policy for the Period of Insurance is the Sum Insured shown on the Certificate of Insurance, less any applicable Excess, unless otherwise indicated in the policy.

## General Conditions of Your policy

### 48 hour acceptance condition

This policy is subject to a 48 hour acceptance condition. This means that for any Crop Declaration or any request You make to Us to revise Your nominated Insured Yield or Insured Value, which increases the value to be insured under the policy, the cover will not commence until 48 hours after 4:00pm on the date that We accept Your Crop Declaration or agree to revise the nominated values following receipt of Your request. Any decrease in Your cover will come into effect when We accept Your Crop Declaration or agree to amend the nominated values following receipt of Your advice.

We will not apply this 48 hour acceptance condition to any Crop Declaration that You send Us prior to the 'Lapse Date' shown on the Crop Declaration in accordance with the Early Cover additional benefit.

### **Final harvest date**

The cover under this policy for any Unharvested Crop, ceases for the current season on the date shown on Your Certificate of Insurance, 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 can revise the Insured Yield and Insured Value at any time prior to the Final Yield Date. However, You cannot make any change to the Insured Yield and Insured Value:

- after the Final Yield Date; or
- after the Insured Crop has been harvested; or
- after a claim, unless the Potential Yield is less than Your Insured Yield, in which case, the Insured Yield will be reduced to the Potential Yield.

Your premium will be calculated at the Final Yield Date based on the latest Insured Yield and Insured Value.

### **Crop Failure**

Before the Final Yield Date, You can cancel Your policy in the event of Crop Failure. No premium will be payable if You tell Us about the Crop Failure before the Final Yield 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 general condition.

The Insured Yield and the premium will not be reduced if the Crop Failure occurs after the Final Yield Date.

### **Splitting of paddocks**

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

## **What You are required to do for Us**

You are required to 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 WFI on 1300 934 934 when something happens that You believe You can claim for under the policy.

### **What You are required to do when You make a claim**

Where a claim for damage to the Insured Crops occurs, You are required to:

- advise Us as soon as reasonably possible, either in person or by telephone, email or facsimile, of the date and time of the loss or damage, the cause of loss or damage, 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 50 hectares of Insured Crop, 5 sample areas, each approximately 4 metres long and 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 Our loss assessor, and
- not disturb any Seed that has been burnt until it has been inspected by Our loss assessor.

Where the claim for loss or damage to the Insured Crop occurs, We may, at Our sole discretion acting reasonably:

- 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, and
- sell any of the Insured Crop or Seed, or dispose of it for the account of whom it may concern.

The course of action We take or that We will require You to take will be based on the particular circumstances of Your claim.

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

### **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 all 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.



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## Contact Us

Call **1300 934 934** for your local office.  
**wfi.com.au**



Insurance Australia Limited  
trading as WFI  
ABN 11 000 016 722  
AFSL 227681