



Winter Crop Insurance Terms & Conditions

A photograph of a person wearing a blue jacket, standing in a field of golden wheat. The sky is dramatic, with dark, heavy clouds and a bright lightning bolt striking down in the distance. The overall scene is a mix of natural beauty and potential danger, fitting the theme of crop insurance.

Winter Crop Insurance



achmea  **australia**

www.achmea.com.au

Call us 1300 724 214

crop@achmea.com.au

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Introduction

About Achmea Australia

Achmea Australia ABN 86 158 237 702 is an Australian Prudential Regulation Authority (APRA) authorised insurer and is an Australian Financial Services Licensee AFSL No. 433984 authorised to issue, apply for, acquire, vary and dispose of (cancel) general insurance products and provide financial product advice in relation to general insurance products.

The contact details for Achmea Australia are:

Achmea Australia

Level 16, Darling Park Tower 3,
201 Sussex Street, Sydney NSW 2000
GPO Box 4577, Sydney NSW 2001
T 1800 724 214
F 1800 724 205
E info@achmea.com.au
W www.achmea.com.au

General Advice Warning

We will give you factual information about general insurance products we issue to help you decide whether to buy them. We will typically also provide you with general advice about them. General advice does not take into account your specific personal objectives, financial situation and needs. Before deciding whether to acquire the insurance, you should consider the appropriateness of the advice having regard to your specific personal objectives, financial situation and needs and should also read and consider these Terms and Conditions ("T&Cs").

Understanding your policy

In order to properly understand the significant features and benefits of your policy, you need to carefully read the following:

1. The rest of this Introduction which sets out among other things, how you can apply for insurance, details of your Duty of Disclosure and important general information about the insurance.
2. The General Conditions, Claims Conditions, General Exclusions and Additional Terms for Crop Cover in these T&Cs and as they apply to your policy.
3. The Definitions that set out the specific meanings of certain words.
4. Your "Certificate of Insurance" that contains specific details relevant to your policy and any additional terms specific to you and which can affect your cover.

Words with specific meanings

In these T&Cs there are words with specific meanings. We have underlined them. The meaning of these words for the purposes of these T&Cs are set out in the Definitions at the end of these T&Cs.

Words with the first letter capitalised and shown in inverted commas refer to specific documents provided by us.

Headings

Headings in this document have been included for ease of reference. These T&Cs are not to be construed or interpreted by reference to headings.

Examples

Examples in this document have been included for illustration only. These T&Cs are not to be construed or interpreted by reference to examples.

Singular versus plural

A word which denotes the singular includes the plural and vice versa.

Star Cover options

You can select the level of Star Cover that best suits your needs. One Star Cover is our basic cover; Two Star Cover is our most comprehensive cover.

Applying for insurance

When you apply for insurance, you will need to provide to us:

1. the location of the risk address where your crops are grown;
2. the crops you are growing;
3. their area grown;
4. the insured yield you want to nominate; and
5. the insured value you want to nominate.

You can provide this information to us through our online crop insurance portal. It is your responsibility to make sure the information you provide to us is correct.

We will then provide you with a "Quotation" (which may be verbal or written, in hard copy or digital) which will inform you of the rate we will charge you on the sum insured for each crop type and the excess that we will apply. It is important that you make sure these amounts suit your needs. If you do not do this, and you suffer a loss, some or all of that loss might not be insured.

To accept the "Quotation", you must tell us to bind cover and provide us with a paddock split and a corresponding paddock map so that we can ensure we have a good understanding of which paddocks you want to insure. We will then issue you with a "Certificate of Insurance". You need to read the "Certificate of Insurance" and these T&Cs carefully and check that the details are correct to ensure you are happy with your policy. You should keep your policy documents in a safe place.

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, that may affect our decision to insure you and, if so, 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.

Who needs to tell us

Everyone who is noted on your "Certificate of Insurance" as an insured must comply with the Duty of Disclosure. If you provide information on behalf of another person named, you must include in your answers to our questions everything that they know, and that a reasonable person in the circumstances would include in answering the questions. We will treat the information as if that other person had provided that information to us.

What you do not need to tell us

When you enter into a policy with us or when we vary your policy, you do not need to tell us about any matter that:

1. diminishes our risk;
2. is of common knowledge;
3. we know or should have known in the ordinary course of our business as an insurer; or
4. we indicate we do not need to know.

If you do not comply with the duty of disclosure

If an insured does not comply with the Duty of Disclosure, we may reduce or refuse to pay a claim, or cancel the policy, or both. If fraud is involved, we may refuse to pay a claim and treat the policy as if it never existed.

Duty of utmost good faith

The law requires you, any third party beneficiary under your policy and us to act towards each other with utmost good faith, fairly, openly and honestly in respect of any matters arising under your policy.

Underinsurance

You need to ensure that the sum insured for each paddock on your "Certificate of Insurance" is appropriate for your needs. It is also important for you to understand that it is our intention to insure your entire crop at any risk address. We do this to protect us from you selecting to insure only those paddocks that are exposed to higher risk. For these reasons we apply underinsurance or average clauses. Please see the 'Additional Terms for Crop Cover' section of these T&Cs for more information.

Calculation of gross percentage loss

In case of a claim under Two Star Cover (accidental loss of, or damage to, your crop caused by or arising from hail and/or storm and resulting in hail damage and/or storm damage) that occurs after the Final Revision Date, the gross percentage loss is the amount of yield loss determined by the loss adjuster represented as a percentage of either the potential yield of the crop in the paddock or the insured yield whichever is the lesser.

If the insured yield is lower than the actual yield, no amount will be payable.

For example: you choose to insure a 100-hectare paddock of wheat with an insured yield of 1 tonne per hectare, and storm damages the full 100 hectares.

The loss adjuster surveys the damaged paddock, assigns a similar control paddock and follows the progress of the crop in both paddocks throughout the season. At harvest, your damaged paddock harvests 1.5 tonnes per hectare and your control paddock harvests 2 tonnes per hectare. This means the potential yield of your damaged paddock is 2 tonnes per hectare and the actual yield of your damaged paddock is 1.5 tonnes per hectare.

In this case, the insured yield is lower than the actual yield. No amount will be payable because the actual yield is higher than the insured yield you have chosen.

For further details please see the section headed 'What we will pay' in the 'Additional Terms for Crop Cover' section.

Flood

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

GST input credits

Where we make a payment under your policy for the acquisition of goods, services or other supplies, we will reduce the amount of the payment by the amount of any input tax credit that you are, or would be entitled to under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* in relation to the acquisition, whether or not the acquisition is actually made.

Where we make a payment under your policy as compensation instead of payment for the acquisition of goods, services or other supplies, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* had the payment been applied to acquire such goods, services or other supply.

If you do not disclose or if you understate your entitlement, you may be liable for GST on settlement of the claim. We do not insure nor are we liable for this GST liability or for any fine, penalty or charge for which you may be liable for.

When you can cancel your policy

You can cancel your policy by writing to us requesting cancellation. You will still be required to pay the premium.

You may cancel the policy because of a total crop failure due to adverse seasonal conditions prior to the Final Revision Date and you notify us in writing of the total crop failure prior to the Final Revision Date. No premium will be payable if you tell us about the total crop failure prior to the Final Revision Date provided you have not already made a claim. If you have already made a claim, you will still be required to pay the premium.

We may appoint a loss adjuster to verify your total crop failure due to adverse seasonal conditions.

When we can cancel your policy

We can cancel your policy if you or a person who is or was at any time the insured:

1. fails to comply with the duty of utmost good faith;
2. fails to comply with the duty of disclosure;
3. makes a misrepresentation to us during the negotiations for your policy but before the commencement date;
4. fails to comply with a section or clause of your policy, including a section with respect to payment of the premium; or
5. makes a fraudulent claim under your policy or under another contract of insurance (whether with us or another insurer) during the same period of time that our policy insures you for.

If we cancel your policy, we will refund any premium paid less a pro-rata proportion to cover the period for which you were insured, reasonable administrative costs related to the issue and cancellation of the policy and any federal, state or territory government taxes and duties we cannot recover.

Who is insured

Only a person or organisation shown on your "Certificate of Insurance" as the insured is covered under this policy and is referred to as you or your.

No one else is insured under your policy. No interest in this policy can be transferred or assigned without our prior written agreement.

Feedback and complaints

We take seriously any complaint made about our products or services and will deal with it promptly, fairly, and at no charge to you. If you have a complaint, please first try to resolve it by speaking to the relevant member of our staff. If your complaint is not resolved, we will treat it as a dispute and will enter it into our Internal Dispute Resolution System. Your complaint will then be handled by a designated Internal Disputes Resolution Officer of Achmea Australia with the appropriate experience, knowledge and authority to deal with it.

To access our Internal Dispute Resolution System, simply contact your local Risk Specialist or our Internal Disputes Resolution Officer.

The contact details for the Internal Disputes Resolution Officer of Achmea are:

Achmea Australia - Internal Disputes Resolution Officer
 Level 16, Darling Park Tower 3,
 201 Sussex Street, Sydney NSW 2000
 GPO Box 4577, Sydney NSW 2001

T 1800 724 214
 F 1800 724 205

E complaints@achmea.com.au
 W www.achmea.com.au

If we are unable to resolve your complaint through our Complaints Handling Procedures, you may have your complaint dealt with by the Financial Ombudsman Service, which is a free, independent and impartial external dispute resolution service.

FOS can be contacted at:

Financial Ombudsman Service Limited
GPO Box 3, Melbourne VIC 3001

T 1800 367 287
F (03) 9613 6399
E info@fos.org.au
W www.fos.org.au

As of 1 November 2018 the Australian Financial Complaints Authority will replace the Financial Ombudsman Service (FOS), which is also a free, independent and impartial external dispute resolution service.

For dispute(s) arising after 1 November 2018, AFCA can be contacted on:

Australian Financial Complaints Authority
GPO Box 3, Melbourne Victoria 3001

T 1800 931 678 (free call)
F (03) 9613 6399
E info@afca.org.au
W www.afca.org.au

If your complaint is to do with a privacy issue, you may refer it to the Australian Privacy Commissioner.

Privacy

Protecting your privacy and your personal information is important to us. We collect the information to enable us to decide whether to insure you. If you do not provide this information, we will not be able to provide you with a "Quotation". We may also use the information for our business purposes as reasonably necessary. We may disclose your personal information to third parties as necessary to assist us in providing services to you and otherwise administering our business. Those third parties include related companies within the Achmea Group and associated companies of Achmea Australia, business partners and service providers. Some of the third parties may be overseas, most likely in the Netherlands.

Our privacy policy contains more information about how we manage personal information that we may collect. You may access a copy of our privacy policy in the 'Downloads' section of our website www.achmea.com.au. If you give us personal information about other people, we rely on you to tell them that you will provide their information to us and of the information in this notice.

Financial Claims Scheme

In the event of the insolvency of Achmea Schadeverzekeringen N.V, you may be entitled to payment under the Commonwealth Government Financial Claims Scheme administered by APRA. Access to the scheme is subject to eligibility criteria. Information about the scheme can be found at www.fcs.gov.au

Commission to agent

If your crop insurance policy is arranged through an agent (other than the agent appointed by you), that agent acts as our agent and not on your behalf. We may pay the agent a commission based on the amount of premium payable.

General Conditions

Commencement of cover

Cover will commence at 9 am local time on the second day after our "Quotation" has been accepted by you unless we have specifically agreed otherwise and will be shown as the commencement date on your "Certificate of Insurance".

Amendment of cover

When you vary your cover we issue you with a new "Certificate of Insurance" that replaces your previous "Certificate of Insurance". If your change in cover is to increase the sum insured for an insured item or add a new insured item to your policy, the increased cover will commence at 9 am local time on the second day after the change has been accepted by us and this date will be shown as the amendment date on your new "Certificate of Insurance". If you request a decrease in the sum insured for an insured item, the decrease will come into effect immediately after we have accepted your request.

Duration of insurance

The duration of this insurance is for the policy period. The policy period is the period of time from the commencement date (or from the amendment date, if applicable, for increased cover or for a new insured item) noted on your "Certificate of Insurance" to the expiry date also noted on your "Certificate of Insurance".

Care and protection

1. You must take reasonable care to ensure the protection and preservation of your crop at all times.
2. You must harvest your crop without undue delay. If harvest is delayed for an unreasonable period of time, the crop will be considered abandoned and in case of a claim we will not pay your claim.
3. You must comply with all statutory obligations and regulations

Alteration to risk

1. You must tell us immediately:
 - a) of any change in circumstances you are aware of which increases or alters any risk insured by us; or
 - b) if you no longer have any interest in your insured crop.
2. If you fail to notify us of any of the above, we may, at our discretion and subject to any legal requirements, change the premium and/or terms of cover, refuse to pay all or part of a claim and/or cancel your policy.

Inspections

You must give us the opportunity to inspect insured property, conduct reviews and provide us with all reasonably requested data and information.

By requesting us to issue this policy, you consent to third parties providing information to us about the actual yield from your crop shown on the "Certificate of Insurance".

Other insurance

You must inform us immediately of any insurance already taken out, or which may be subsequently taken out covering, whether in whole or in part, any crop you insure with us.

Notices

Any notice we give you will be in writing or by electronic means and will be effective if it is delivered to you personally or if it is delivered to your address or email address last known to us. Accordingly you must tell us of any change in your postal and/or email address as soon as possible.

Total loss

In circumstances where you have made a claim under your policy and we have agreed to pay the full sum insured less any excess noted on your "Certificate of Insurance" for your crop, no return of premium will be made. Cover ends upon the date of the event which caused the total loss.

Determining the premium and the Final Revision Date

On the Final Revision Date, we will calculate the premium by applying the rate to the sum insured for your crop.

When you apply for cover you should estimate the insured yield to the best of your knowledge. After the commencement date up until the Final Revision Date you can ask us to increase or decrease your insured yield per paddock, provided you do not have a claim. After the Final Revision Date you may ask us to increase your insured yield per paddock (but we will not agree to decrease it), provided you do not have a claim. If your request is accepted by us, your insured yield will be amended.

Any paddock you insure for grain that is to be cut for hay will receive a reduced rate if you notify us of this amendment prior to the Final Revision Date.

We will send you a "Tax Invoice" showing the premium. The premium is due on the premium due date shown on your "Tax Invoice".

Premium payment

You can pay your premium by direct debit or by bank transfer from your nominated bank account.

Direct debit

1. You provide the details of your nominated bank account to us upon you taking out the insurance with us.
2. You authorise us to debit your nominated bank account in the manner specified in the "PDS".
3. Where the due date for payment is not a business day we will withdraw your premium from your nominated bank account on the next business day. If you are uncertain as to when the debit will be processed to your bank account, you should enquire directly with your financial institution.
4. If a drawing is dishonoured, we reserve the right to charge interest and fees.
5. We reserve the right to cancel the drawing arrangements if a drawing is dishonoured by your financial institution and to arrange with you an alternate payment method.
6. You should check your nominated bank account details against a recent statement from your financial institution and, if uncertain check with that institution.
7. We will give you at least 14 days' notice in writing if there are changes to the terms of the drawing arrangements before the due date. If you disagree with this change, you should notify us within these 14 days.

8. We will keep information related to your nominated bank account confidential, except where required for the purposes of conducting direct debits with your financial institution or determining any dispute relating to a drawing.
9. It is your responsibility to:
- a) Ensure your nominated bank account can accept direct debits. Direct debiting is not available on the full range of bank accounts. If in doubt you should refer to your financial institution.
 - b) Ensure there are sufficient clear funds available in the nominated bank account to meet each withdrawing on the due date.
 - c) Advise us if the nominated bank account is transferred or closed, or the account details change.
 - d) Ensure that only persons authorised on the nominated bank account accept the "Quotation" on our online crop insurance portal.
10. Where you consider that a direct debit has been initiated incorrectly you should notify us as soon as practicable at:

Achmea Australia

Level 16, Darling Park Tower 3,
201 Sussex Street, Sydney NSW 2000
GPO Box 4577, Sydney NSW 2001

T 1800 724 214
F 1800 724 205

E info@achmea.com.au
W www.achmea.com.au

A response will be provided within three business days. If this response does not resolve the issue, you may contact our Internal Dispute Resolution officer. Please refer to the Feedback and complaints section for further details. Alternatively you can contact your financial institution.

Jurisdiction

Your policy is subject to the laws of the Australian state or territory where you purchased the insurance and the federal laws of Australia. Any dispute under your policy will be submitted to the exclusive jurisdiction of the courts of that state or territory and any courts of appeal from them.

Claims Conditions

What you must do

As soon as an event occurs that may result in a claim under this policy you must:

1. contact us as soon as possible, telling us the time that the loss occurred and the details of the crop involved;
2. complete our "Loss Notification Form" and send it to us;
3. take all reasonable steps to reduce the loss and avoid any further loss or destruction;
4. try to get the details of any other person or property involved and details of any witness;
5. report to the police if you suspect arson or malicious damage. You must do this as soon as possible;
6. tell us the identity of anyone who has an interest in the crop;
7. tell us about any other insurance which covers, or may cover, whether in whole or in part, the crop, or expense covered by this policy; and
8. you must not do or say anything which may disadvantage our ability to make a recovery against any other person or legal entity.

If you do not comply with the above, we may refuse to pay a claim or reduce the amount we pay for a claim.

Damage assessment and claim declaration

We will appoint a loss adjuster to assess and adjust each claim under your policy. You must co-operate fully with us and the loss adjuster and provide all information and assistance that is reasonably required to assess the loss including but not limited to current and prior years' records, access to the risk address and the provision of actual yields for all crop, whether physically damaged or not.

For us to calculate any claim you must:

1. Notify the loss adjuster of the number of tonnes harvested for each damaged crop and any undamaged crop.
2. Provide us with any information that we require to verify the actual yields, including crop records, yield monitor output or grain delivery receipts.

If your crop is ready for harvest

If the loss or damage occurs to a crop that is ready for harvest, you may harvest the crop provided that you:

1. Leave five sample areas that are approximately 10 metres long and 10 metres wide in every 40 hectares of crop. These samples must be representative of the area and must not include areas of full growth, trees, fence lines, gateways or areas with poor drainage.
2. Leave the entire stubble until it has been inspected by the loss adjuster. It must not be grazed, cultivated, cut or interfered with in any way until the claim has been assessed.

Application of the excess

The excess is the first part of a claim that we deduct in the event of a loss. Different excesses may apply in different circumstances, for the different Star Covers and for certain Additional Benefits.

On claims regarding your unharvested crop, the excess will be shown as a percentage against each paddock on your "Certificate of Insurance" and is equal to the sum insured in each paddock multiplied by the excess percentage for each paddock. This excess will be applied once per paddock per policy period. If multiple events cause multiple losses on the same paddock, they will be treated as one claim for the purpose of calculating your claim. When the multiple events have different proximate causes and these proximate causes have different excesses, the highest excess will be applied. If you have commenced harvesting the crop prior to an event occurring, the excess will only be applied to the sum insured of the un-harvested portion of the crop in the paddock.

Waiver of subrogation rights

You must not agree to waive rights to recover loss or damage from any party without our prior written consent.

Our rights to recover damages

1. After we have paid a claim under your policy we have the right (but not the obligation) to take over any legal or equitable right of recovery which you may have. If we do this, it will be in your name but at our expense and for our benefit.
2. If you receive any payment in respect of a claim from any other party after we have paid the claim, you must reimburse us for that payment. You must do this as soon as you have received the payment.
3. You must not do anything which prevents us from recovering funds and you must give us any information or assistance we reasonably require.
4. If you do not comply with the above, we may refuse to pay a claim or reduce the amount we pay for a claim, to the extent permitted by law.

Claim settlement

1. We will not settle any claim until we have a reasonable understanding of your potential yield. This may not be prior to you harvesting your crop.
2. We will not pay any claim until all premium has been received by us.
3. If you are dissatisfied with the assessment of the loss adjuster you may appoint your own loss adjuster. This will be at your own expenses. We will review and take into account the assessment of the loss adjuster you appoint but we have the right to determine the final amount of a loss.

General Exclusions

What you are not insured for

You are not insured for any loss or damage, actual or alleged legal liability caused by, arising from, or in connection with any of the following:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any federal, state or territory government or public or local authority;
2. the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
3. the mining, use, storage, handling or transportation of radioactive materials;
4. the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
5. any other operation or process that uses nuclear fission, fusion or radioactive materials;
6. any product that contains or uses nuclear fission, fusion or radioactive materials;
7. any act of terrorism as well as any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism;
8. where an insured property is lawfully repossessed, confiscated or seized, detained, nationalised, requisitioned by a federal, state or territory government or volunteer body;
9. asbestos;
10. total or partial destruction, distortion, erasure, corruption, alternation, misinterpretation or misappropriation of electronic data;
11. error in creating, amending, entering, deleting or using electronic data;
12. total or partial inability or failure to receive, send, access or use electronic data for any time or at all regardless of any other contributing cause or event whenever it may occur;
13. any malicious damage, deliberate, criminal or dishonest acts by you, your directors, partners, employees, tenants or any member of your family or anyone acting with the knowledge or consent of any of those persons;
14. any liability caused by Genetically Modified Organism (GMO), such as, but not limited to:
 - a) claims attributable to the genetic instability, inadequate characterisation or performance of GMOs, blending or contamination claims; or
 - b) loss or damage resulting from the unintentional, non-agreed or improper blending or mixing of GMOs with other organisms or products, or their pollination by GMOs, pure financial and/or economic claims, environmental impairment, ecological damage, or damage to biodiversity;
15. flood;
16. loss of quality, nutritional value, germination ability, contamination or grade of seed;
17. consequential loss; or
18. rejection of the crop by a buyer or a delivery site.

Additional Terms for Crop Cover

What you are insured for – One Star Cover

You are insured for accidental loss of, or damage to, your crop during the policy period caused by or arising from fire.

What you are insured for – Two Star Cover

In addition to the cover provided under One Star Cover you are insured for accidental loss of, or damage to, your crop during the policy period caused by or arising from hail and/or storm and resulting in hail damage and/or storm damage.

Additional benefits – One Star Cover

Note: Additional benefits are paid in addition to the sum insured.

Firefighting expenses

1. You are insured for the necessary and reasonable cost that you incur to extinguish a fire which poses a direct threat to your crop and which is in the immediate vicinity of your crop.
2. We will pay up to \$10,000 during the policy period.
3. We will not deduct an excess for this additional benefit.

We will not pay your normal expenses for staff and equipment overheads.

Fire break expenses

1. You are insured for loss of or damage to your crop caused by efforts to extinguish a fire in your crop such as but not limited to the need to create a fire break or as a result of fire trucks travelling through your crop to prevent the spread of fire in your crop.
2. We will pay up to \$50,000 during the policy period.
3. We will not deduct an excess for this additional benefit.

Additional benefits – Two Star Cover

Note: Additional benefits are paid in addition to the sum insured. In addition to the additional benefits provided under One Star Cover:

Chemical overspray

1. You are insured for loss of potential yield to your crop caused by chemicals that have drifted from ground-based spraying operations but only if:
 - a) you can identify the person or legal entity responsible for the ground-based spray drift, and
 - b) you provide us with their name and contact details.
2. This benefit does not apply to loss due to chemicals sprayed by you or by somebody acting on your behalf.
3. We will pay up to \$100,000 during the policy period.
4. We will deduct an excess calculated in accordance with the excess for each paddock on your "Certificate of Insurance" for each and every claim under this additional benefit.

Livestock intrusion

1. You are insured for loss of potential yield to your crop caused by straying livestock but only if:
 - a) you can identify the person or legal entity responsible for the livestock; and
 - b) you provide us with their name and contact details.
2. We will pay up to \$100,000 during the policy period.
3. We will deduct an excess in accordance with the excess for each paddock on your "Certificate of Insurance" for each and every claim under this additional benefit.

We will not cover a loss caused:

1. by livestock in your physical possession or legal control; or
2. where straying livestock enter through gates or a fence which have been left open; or
3. where straying livestock enter through a gate or a fence which has not been maintained in good order or which is not of a suitable type to prevent the entry of livestock that would normally be grazed at the risk address or on adjoining properties.

Claim mitigation expenses

1. With our prior written consent we will compensate you for reasonable cost incurred by you to mitigate a loss of potential yield which would be covered by this policy. This includes reasonable cost to replant the crop as a consequence of an insured loss.
2. We will pay up to \$150 per hectare damaged during the policy period.
3. We will not deduct an excess for this additional benefit.

Varying excess

Windrow or swath excess – Two Star Cover

For crops that are windrowed or swathed at the time of loss, the excess is 5% point less than the excess applicable for that paddock but can never be less than zero. If the paddock has only been partially windrowed or swathed at the time of loss, then the paddock will be treated as two different paddocks for the purposes of applying the excess.

Additional conditions

Underinsurance

If the area you nominate for your crop that is shown as the total insured area on your "Certificate of Insurance" is below the actual area of crop grown by you as determined by the loss adjuster, we will reduce the amount we pay on your claim in proportion to the amount you have underinsured your total insured area and the total actual area grown by you.

For example: you insure only 1,500 hectares of 2,000 hectares crop grown by you and you have a claim that is determined by the loss adjuster to be \$50,000.

You have underinsured your crop area grown by 500 hectares and you only insured 75% of the actual area grown. The amount we will pay, after application of the excess is $(\$50,000 \times (1500/2000)) = \$37,500$.

Additional exclusions

What you are not insured for

1. You are not insured for any loss or damage to your crop arising from, or in connection with:
 - a) a deliberate and intentional act by you or any person acting with your permission, except when the act is carried out to mitigate loss or damage that would otherwise be covered under this policy; and
 - b) events that occurred before the commencement date.

2. We will not pay for:

- a) loss or damage to hay, straw or stubble unless the loss or damage occurs in a paddock containing a crop that is noted as hay on your "Certificate of Insurance".
- b) loss or damage to a crop that has been grazed after the most advanced part of the crop has reached first jointing except if covered under the additional benefit of straying livestock;
- c) loss of potential yield caused by weeds or pests;
- d) loss or damage to crop caused other than by your insured losses;
- e) loss of potential yield caused by disease to crop;
- f) loss of potential yield caused by a fire which results from you or anyone on your behalf either harvesting the crop or operating machinery:
 - i. in breach of any law, regulation, by-law or ordinance; or
 - ii. contrary to any order or request not to harvest (like a harvest ban) or not to operate machinery issued by any government or other authority, including but not limited to the local fire service.

What we will pay

All claims for crop damage in the paddocks shown on your "Certificate of Insurance" are determined separately paddock by paddock. The total claim payment for all paddocks and for all claims during the policy period cannot exceed the total sum insured shown on your "Certificate of Insurance" or the maximum payable for each additional benefit.

One Star Cover

We will pay you the net percentage loss of a paddock multiplied by the sum insured of that paddock. The net percentage loss is the gross percentage loss less the excess percentage for that paddock. Under One Star Cover (accidental loss of, or damage to, your crop caused by or arising from fire), the gross percentage loss is determined by a loss adjuster and calculated by establishing the area damaged in a paddock and dividing that by the total area of that paddock.

For example: you insured a 100 hectare paddock of wheat (100% share), at 2 tonnes per hectare and for \$250 per tonne with a 5% excess, and fire totally destroyed 65 hectares. We would pay you an amount calculated as follows:

Sum insured = 100 hectares x 2 tonnes per hectare x \$250 per hectare = \$50,000

Gross percentage loss = (65 destroyed hectares / 100 insured hectares in the paddock) = 65%

Net percentage loss = 65% - 5% excess = 60%

We would pay: 60% x \$50,000 = \$30,000

Two Star Cover - losses before the Final Revision Date

We will pay you the net percentage loss of a paddock multiplied by the sum insured of that paddock. The net percentage loss is the gross percentage loss less the excess percentage for that paddock. In case of a loss under Two Star Cover (accidental loss of, or damage to, your crop caused by or arising from hail and/or storm and resulting in hail damage and/or storm damage) that occurred before the Final Revision Date, the gross percentage loss is the amount of yield loss determined by the loss adjuster and represented as a percentage of the potential yield of the damaged crop in the paddock.

For example: you insured a 100 hectare paddock of wheat (100% share), at 2 tonnes per hectare and for \$250 per tonne with a 10% excess, and storm damaged the full 100 hectares before the Final Revision Date.

The loss adjuster surveys the damaged paddock, assigns a similar control paddock and follows the progress of the crop in both paddocks throughout the season. At harvest, your damaged paddock harvests 1.5 tonnes per hectare and your control paddock harvests 2 tonnes per hectare. This means the potential yield of your damaged paddock is 2 tonnes per hectare.

We would pay you an amount calculated as follows:

Sum insured = 100 hectares x 2 tonnes per hectare x \$250 per hectare = \$50,000

Gross percentage loss = (2 tonnes – 1.5 tonnes) / 2 tonnes = 25%

Net percentage loss = 25% – 10% excess = 15%

We would pay: 15% x \$50,000 = \$7,500

If the potential yield of the paddock is not equal to the insured yield, we will amend the insured yield of the paddock to become equal to the potential yield as soon as the potential yield has been determined. We do this to ensure you pay any premium on the same sum insured as you receive any claim payment on.

Two Star Cover - losses after the Final Revision Date

We will pay you the net percentage loss of a paddock multiplied by the sum insured of that paddock. The net percentage loss is the gross percentage loss less the excess percentage for that paddock. In case of a loss under Two Star Cover (accidental loss of, or damage to, your crop caused by or arising from hail and/or storm and resulting in hail damage and/or storm damage) that occurred after the Final Revision Date, the gross percentage loss is the amount of yield loss determined by the loss adjuster represented as a percentage of either the potential yield of the crop in the paddock or the insured yield whichever is the lesser.

If the insured yield is lower than the actual yield, no amount will be payable.

For example: you insured a 100 hectare paddock of wheat (100% share), at 2 tonnes per hectare and for \$250 per tonne with a 10% excess, and storm damaged the full 100 hectares.

The loss adjuster surveys the damaged paddock, assigns a similar control paddock and follows the progress of the crop in both paddocks throughout the season. At harvest, your damaged paddock harvests 1 tonne per hectare and your control paddock harvests 1.5 tonnes per hectare. This means the potential yield of your damaged paddock is 1.5 tonnes per hectare.

In this case the potential yield is lower than the insured yield. We would pay you an amount calculated as follows (based on potential yield):

Sum insured = 100 hectares x 2 tonnes per hectare x \$250 per hectare = \$50,000

Gross percentage loss = (1.5 tonnes – 1 tonne) / 1.5 tonnes = 33.33%

Net percentage loss = 33.33% – 10% excess = 23.33%

We would pay: 23.33% x \$50,000 = \$11,665.

If the potential yield would have been 3 tonnes per hectare, the insured yield would be lower than the potential yield. In that case we would pay you an amount calculated as follows (based on insured yield):

Sum insured = 100 hectares x 2 tonnes per hectare x \$250 per hectare = \$50,000

Gross percentage loss = (2 tonnes – 1 tonne) / 2 tonnes = 50%

Net percentage loss = 50% – 10% excess = 40%

We would pay: 40% x \$50,000 = \$20,000

Additional benefits

1. For chemical overspray and livestock intrusion losses, we will pay you the loss adjuster's assessment of the number of tonnes destroyed multiplied by the insured value nominated by you prior to the loss less the excess for the paddock.

We will not pay more than \$100,000 for all losses during any policy period.

2. For firefighting expenses, fire break expenses and claims mitigation, we will pay you the amount assessed by the loss adjuster.

We will not pay more than the amounts shown in the relevant insuring clauses.

Definitions

Accidental means sudden, unintended and unforeseen.

Actual yield is equal to the tonnes of grain or seed actually harvested from the paddock divided by the area of crop in the paddock.

Adverse seasonal conditions are those weather related conditions such as but not limited to drought and frost, not causing insured losses, resulting in a total crop failure. Adverse seasonal conditions do not include losses due to excessive weed growth, disease or poor management practices.

Amendment date means the local start date and time of any change to the policy requested by you and accepted by us and is shown on the "Certificate of Insurance".

Area means the surface of land in which your crop is grown measured in hectares.

Building means a soundly constructed, fully enclosed structure specifically designed for the storage of harvested crop, grain or seed.

Claim means a demand made by you upon us to pay you under the terms of your policy.

Commencement date means the local date and time the cover starts under the policy and is shown on your "Certificate of Insurance".

Crop means the un-harvested plant products that are cultivated in a paddock, such as grain and pulses.

Electronic data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation of electronically controlled equipment and includes programmes, software and other coded instructions for equipment.

Event means a single loss or damage, or a series of losses or damages which have the same proximate cause.

Excess means the first part of a claim that we deduct in the event of a loss and which you must pay.

Expiry date means the local date and time the cover ceases and is shown on your "Certificate of Insurance".

Final Revision Date means the date shown on your "Certificate of Insurance" for each risk address.

Fire means the rapid oxidation of a material in the chemical process of combustion releasing heat, light and other by-products.

Flood means the covering of normally dry land by water that has escaped or has been released from the normal confines of any lake, river, creek, other natural water course, in each case whether or not altered or modified, or any reservoir, canal or dam.

Genetically Modified Organism (GMO) means organisms which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

Gradual means advancing or progressing by regular or continuous degrees and is not sudden.

Gross percentage loss is equal to the amount of yield loss in a paddock determined by the loss adjuster and represented as a percentage.

Hail means precipitation in the form of balls of ice.

Hail damage means a loss of yield from a healthy plant as a consequence of hail but excludes any consequential loss such as fungus or disease. In green crops hail damage is limited to stem pitting and leaf damage and in other growth stages hail damage is limited to stem pitting and leaf damage, shattering of pods, chipping of grain from the seed head or full or partial head separation as a direct consequence of hail impact.

Healthy plant means a plant unaffected by disease, pest, fungus or other condition that affects the plant's strength, resistance and yield.

Insured item means the item described on your "Certificate of Insurance".

Insured loss means loss or damage covered under your policy for which we have agreed to provide indemnity.

Insured value is equal to the figure you nominate in dollars per tonne. All insured values are net of GST.

Insured yield is equal to the figure you nominate in tonnes per hectare.

Livestock means domesticated animals raised for their value.

Loss adjuster is someone who is appointed by us and acts on our behalf to assess the amount that may be payable to you under your policy after you make a claim on your policy.

Malicious damage means the deliberate and intentional act of a person resulting in loss or damage.

Net percentage loss is equal to the gross percentage loss less the excess percentage.

Organism means any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, microorganisms, cells, cell cultures and cell organelles, and also means biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds.

Paddock means an area at the risk address separately identifiable by virtue of the existence of fences, laneways, tree lines or changes in management practices or variety sown and nominated by you in your paddock split and shown on your "Certificate of Insurance".

Paddock map means a graphical representation of the geographic location of all paddocks listed on your paddock split.

Paddock split means a list of all the paddocks you wish to insure with us showing the area, insured yield, insured value and share insured that you provide to us.

Policy means these T&Cs and any "Certificate of Insurance" issued to you, including your paddock split and your "Quotation".

Policy period means the period of time from the commencement date noted on your "Certificate of Insurance" to the expiry date also noted on your "Certificate of Insurance". When cover for an insured item is changed or a new insured item is added to your policy, the policy period for the changed cover and for the new insured item means the period of time from the amendment date noted on your "Certificate of Insurance" to the expiry date also noted on your "Certificate of Insurance"

Potential yield means the average tonnes per hectare of seed or grain that would have been expected to have been harvested from the crop if the insured loss had not occurred. The potential yield will be determined by a loss adjuster when a reasonable yield estimate can be made, but not before the Final Revision Date. It will take into account all relevant factors effecting the growth of the crop up until the time at which the potential yield is determined, including factors which take place subsequent to the insured event.

Premium is equal to the amount determined by applying the rate for each paddock shown on your "Certificate of Insurance" to the sum insured of the paddock, summed for all paddocks plus applicable federal, state or territory levies, duties and taxes. For any optional insurance you have taken out premium means the premium we charge for the insured items shown on your "Certificate of Insurance" plus any applicable federal, state or territory levies and taxes.

Rate is the percentage we apply to the sum insured to determine your premium and is dependent on the level of Star Cover you choose, the type of crop you nominate in any paddock and the postcode of the risk address. Once accepted by you, our rate does not change during the policy period.

Reasonable cost means the amount and nature of the cost that consistent with what a reasonable person would incur in the conduct of the same business in the same or similar circumstances.

Risk address means the physical address of any insured item that is noted on your "Certificate of Insurance" such as but not limited to the address of the paddocks where your crop is grown.

Share insured is equal to the percentage nominated by you on your paddock split.

Stock product means harvested crop, grain, seed and pulses in transit or storage for the benefit of your business.

Storm means violent wind including tornadoes, severe storms which may be accompanied by hail or heavy rain.

Storm damage means the loss of yield from a healthy plant as a direct consequence of storm. In green crops, storm damage is limited to uprooting of plants, loss of grain or seed, stem pitting, stem breakage, lodging, stem weakening and leaf damage. For crops in other growth stages storm damage also includes shattering of pods, chipping of grain from the seed head and full or partial head loss. Storm damage is not any damage resulting from, caused by or arising out of flood, water logging, sand blasting, sprouting, heat shedding and other consequential losses such as fungus or diseases.

Sum insured for crop is equal to the area of a paddock multiplied by the insured yield multiplied by the insured value multiplied by the share insured and is shown for each paddock on the "Certificate of Insurance". Sum insured for any transit or stock product is the amount in dollars shown for each insured item on your "Certificate of Insurance".

Terrorism means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

1. involves violence against one or more persons;
2. involves damage to property;
3. endangers life other than that of the person committing the action;
4. creates a risk to health or safety of the public or a section of the public; or
5. is designed to interfere with or to disrupt an electronic system.

Theft means where a person intentionally and fraudulently takes property of another without permission or consent and with the intent to convert it for their use.

Total crop failure means the failure of your crop to produce a yield resulting in the crop not being harvested for grain seed or hay.

Total sum insured means the sum of the sum insured for each paddock shown on your "Certificate of Insurance".

Transit means the transportation of stock product from one place to another. Transit includes the loading and unloading of the means of transport.

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Yield means the tonnes per hectare of the seed, grain, pulses or hay from the crop.

You/your means the person or persons noted on your "Certificate of Insurance" as the insured. You can also be a company, partnership or other legal entity.



Insurance that started
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