



# ARGIS Farm Extra Insurance Proposal

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Policy No. \_\_\_\_\_  
Client Name \_\_\_\_\_  
Intermediary \_\_\_\_\_  
Cover Note No. \_\_\_\_\_

## IMPORTANT NOTICES

Please read these Important Notices together with Your **ARGIS Cover Note** before completing this Proposal and signing the Declaration.

The contract of insurance is issued by SGUAS Pty Ltd t/as ARGIS Insurance (ABN 15 096 726 895, AFSL 234437) ('ARGIS') acting under a binder agreement as agent for the Insurer, HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFSL 458776) ('HDI Global Specialty'), the Insurer of this policy.

### DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

**Duty to take reasonable care not to make a Misrepresentation (for Dwelling, Contents of Dwelling, Personal Effects, Private, Farm and Business Vehicle, Personal Accident and Sickness and Pleasure Boat Sections of the policy only)**

#### When applying for this policy

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a policy for the first time or agree to renew, extend, vary/change, or reinstate Your policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

**If You do not meet the above Duty**, We may reject or not fully pay Your claim and/or cancel Your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your policy as if it never existed.

#### When you renew Your policy

You must take reasonable care not to make a misrepresentation to us. This responsibility applies until We renew Your policy so if anything changes prior to Your policy's renewal date You need to tell Us.

You must answer any of Our additional questions honestly, accurately and to the best of Your knowledge. Also, you must review Your responses to previous questions, replayed in the Renewal Invitation document, and advise Us immediately if any information is inaccurate or has changed. Amendments may impact the terms of this renewal offer.

A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your policy as if it never existed.

If Our information or questions are unclear, You can contact Us via Your broker on 1300 794 364 or visit [www.argis.com.au](http://www.argis.com.au).

## **Your duty of disclosure - for all Sections other than Dwelling, Contents of Dwelling, Personal Effects, Private, Farm and Business Vehicle, Personal Accident and Sickness and Pleasure Boat Sections**

For Farm Buildings, Farm Contents, Farm Contents Theft, Machinery Breakdown and Refrigerated Stock, FIRE: Fencing, Farm Machinery and Sundry Items, FIRE: Livestock, Farm Working Dogs, Livestock and Farmers' Liability Sections of the policy, Your duty of disclosure is as follows:

This policy is subject to the *Insurance Contracts Act 1984* (Cth) ('the Act'). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your failure to comply with Your duty of disclosure was fraudulent.

### **PRIVACY NOTICE**

For the purposes of this Privacy Notice only, the use of "We", "Us" or "Our" includes both HDI Global Specialty and ARGIS. We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles and the terms of this PDS.

We collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on Our behalf, such as assessors and facilitators, some of whom may be

located in overseas countries (mainly in the United Kingdom and European Union).

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

By providing Us with Your personal information, You consent to the disclosure of Your personal information to reinsurers, service providers and related entities in overseas countries to enable Us to assess Your application, to administer and manage Your insurance policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our privacy policies contain information on how You may access personal information that each of us hold, or seek correction of Your personal information and information on how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access HDI Global Specialty's Privacy Policy and Privacy Statement at <https://www.hdi-specialty.com/int/en/legals/privacy>, and ARGIS's Privacy Policy at [www.argis.com.au](http://www.argis.com.au)

### **ACCEPTANCE OF PROPOSAL**

Cover for this insurance will not commence until the completed Proposal and signed Declaration are provided and the premium is received and accepted by ARGIS. ARGIS reserves the right to decline any Proposal for insurance.

### **CLAIMS**

If Your Proposal is accepted, Your policy will not provide cover for events that occurred before the policy start date as shown in the ARGIS Cover Note and Certificate.

### **DON'T PREVENT OUR RIGHT OF RECOVERY**

The policy contains a provision which states that if You surrender Your right to seek recovery from another party for a loss covered by the policy, We have a right to reject any claim from You in relation to that loss.

**INSURED DETAILS**

**Insured Name:**

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**Trading as:**

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**ABN:**

GST Registered

Yes

No

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**Postal Address:**

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**Situation Address 1:**

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Postcode

Latitude

Longitude

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**Situation Address 2:**

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Postcode

Latitude

Longitude

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**Situation Address 3:**

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Postcode

Latitude

Longitude

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**Situation Address 4:**

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Postcode

Latitude

Longitude

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**Situation Address 5:**

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Postcode

Latitude

Longitude

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**Farming Occupation:**

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Farm Size (in Hectares)

HA

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**Number of people working on all farms (including proprietors):**

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**Do You derive any income from any other business and/or activities (including any contract farming) other than own Farming Operations?**

Yes  No

**If YES, full description of other business and/or activities:**

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% of Total Annual Turnover

%

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**PLEASE ANSWER THE FOLLOWING QUESTIONS IN RESPECT OF ALL SECTIONS**

1. Have You in the past five years:

a) Had any insurance declined or cancelled, proposal rejected, renewal refused, claim rejected, special conditions or excess imposed by an insurer? Yes  No

b) Suffered any loss or damage whether You made an insurance claim or not, or had any claims made against You? Yes  No

If YES, full details (e.g., name of insurer, dates, type of loss or damage, amount)

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2. Have You or any partner/s:

a) Ever been declared bankrupt? Yes  No

b) Ever been involved in a company or business which has become insolvent or subject to any form of insolvency administration (e.g. liquidation or receivership)? Yes  No

c) Been convicted of any criminal offence within the past five years? Yes  No

d) Been liable for any civil offence or pecuniary penalty exceeding \$5,000? Yes  No

If YES, full details (e.g. type of offence, name of insurer, dates)

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**PLEASE ANSWER THE FOLLOWING QUESTIONS IF YOUR POLICY IS TO INCLUDE COVER UNDER SECTION 17 - PRIVATE, FARM & BUSINESS VEHICLE**

Regular Driver Details

Name	Date of Birth	Sex	Relationship to Insured	Vehicle Normally Driven	% Use

a) Have any Regular Drivers incurred any demerit points, or been convicted for any motor offence, which includes speed camera moving vehicle offences, that resulted in the cancellation or suspension of licence in the last five years? Yes  No

b) Has any motor vehicle insurance for any Regular Drivers been declined, had an increase in premium imposed or special conditions imposed or been cancelled or had a renewal refused? Yes  No

c) Are any of the Vehicles to be insured used to carry hazardous substances or commercial carrying including produce or animals for others? Yes  No

If YES, full details

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NOTE: If there is insufficient space to answer this or any other questions in this Proposal, please attach and sign a separate sheet.

## DECLARATION

In this Declaration, the terms “I”, “Me”, “My”, “We”, “Our”, “Us” refers to the person making this Declaration and anyone on whose behalf they are making such declaration.

I/We acknowledge and declare that:

- 1) I/We apply for the insurance covers set out in the [ARGIS Cover Note](#) and this Proposal. I/We declare that I/We have read the information that I/We have provided above and confirm that I/We have been truthful and accurate in the information provided to obtain an ARGIS New Business Quotation and [ARGIS Cover Note](#) and in completing this Proposal and have not withheld any information likely to affect acceptance of this insurance and that all such relevant information is recorded in writing and provided to ARGIS.
- 2) I/We specifically acknowledge that ARGIS and the Insurer will rely on the accuracy and completeness of the information and answers which I/We have provided to obtain an ARGIS New Business Quotation and Cover Note and the answers provided in the Proposal in deciding whether to grant Me/Us insurance.
- 3) I/We acknowledge that I/We have received and read the ARGIS Farm Extra Insurance Product Disclosure Statement ('PDS'), SGUAS Pty Ltd t/as ARGIS Insurance Financial Services Guide, ARGIS Farm Extra Insurance Key Facts Sheet - Building and ARGIS Farm Extra Insurance Key Facts Sheet - Contents.
- 4) I/We accept that the [ARGIS Cover Note](#), associated written information, additional documents provided by Me/Us and this Proposal together with the ARGIS Farm Extra Insurance PDS shall form the basis of the contract of insurance between Myself/Ourselves and ARGIS on behalf of the Insurer. The insurance/s granted shall be subject to the ARGIS Farm Extra Insurance PDS for the type/s of insurance requested together with any alterations, extensions, modifications to those insurance covers to be set out in writing by ARGIS on behalf of the Insurer.
- 5) I/We accept that the ARGIS Farm Extra Insurance PDS may change from time to time and that every renewal by Me/Us of insurances granted shall for the renewed Period of Insurance be subject to the ARGIS Farm Extra Insurance PDS in force at the time of renewal and as shown on the Certificate.
- 6) I/We acknowledge and warrant that the Sums Insured shown in the [ARGIS Cover Note](#) are entirely of My/Our selection and that any amendments shall be similarly deemed to be of My/Our selection.
- 7) Where any answers to any questions are not in My/Our handwriting they have been checked by Me/Us and I/We certify they are correct.
- 8) I/We have read and understood the Privacy Notice above and consent to the collection, storage, use and disclosure of personal and sensitive information of all persons set out in the [ARGIS Cover Note](#) and Proposal and to be covered under the policy. Where personal information has been provided on someone else's behalf, I/We confirm that person has consented to this provision.
- 9) I/We have read and understood the Important Notices above, in particular, My/Our Duty to take reasonable care not to make a misrepresentation. I/We realise that if I/We have not complied with My/Our Duty to take reasonable care not to make a misrepresentation, any claims may not be met.
- 10) I/We understand that this insurance does not operate until acceptance of this Proposal (application of insurance) in writing from ARGIS on behalf of the Insurer (except for any cover provided under an interim contract of insurance).
- 11) If anything happens during the Period of Insurance which alters any of the information provided, I/We will promptly inform ARGIS as agent of the Insurer and I/We accept that this may affect the level of cover and the terms and conditions under My/Our insurance.
- 12) I/We have read and understood the Important Notices set out in this Proposal and the contents of the [ARGIS Cover Note](#) before I/We signed this Declaration.

Name of Insured

Signature of Insured  
Or duly authorised person stating capacity (Partner/Director/Secretary)

Date