

## ➤ Fruiting Trees Insurance Proposal

## ➤ Important information

### Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. In transacting this insurance, Rural Affinity is acting as a Lloyd's coverholder pursuant to a binding authority agreement.

### Who is the Insurer?

This insurance is underwritten by certain underwriters at Lloyd's. More information regarding the insurer can be found on our website at <http://ruralaffinity.com.au/about-the-insurer>.

### General Insurance Code of Practice

This policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the General insurance industry. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Your Duty of Disclosure

This policy is subject to the *Insurance Contracts Act 1984* (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). You need to tell Us immediately of any new information or changes to the answers that have been provided to Us and/or the disclosures You have made to Us throughout the Policy Period.

### What You do not need to tell Us

You do not need to tell Us about any matter:

1. that diminishes Our risk,
2. that is of common knowledge,
3. that We know or should know as an insurer, or
4. that We tell You We do not need to know.

### Who does the duty apply to?

Everyone who is insured under this policy must comply with the duty.

### What happens if You or they do not comply with the duty?

If You or they do not comply with this duty, We may cancel the policy or reduce the amount We pay if You make a claim. If the non-disclosure is fraudulent, We may treat the policy as if it never existed and pay nothing.

### Privacy

We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the terms of this Policy. In this privacy section, "We", "Us" and "Our" means the insurer and Rural Affinity as applicable.

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 services 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. 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 explain how You may access personal information that each of us holds, how to seek correction of Your personal information, 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 Rural Affinity's Privacy Policy at [www.ruralaffinity.com.au/privacy](http://www.ruralaffinity.com.au/privacy).

### Dispute resolution

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly. If You have a complaint please first try to resolve it by speaking to the relevant member of Our staff. Our staff member will offer to refer the matter to our Internal Dispute Resolution Officer, or you can Contact Our Internal Disputes Resolution Officer on (02) 9496 9300. We will acknowledge receipt of Your complaint in writing within 2 working days.

If the complaint relates to the insurance cover We will, provided We have sufficient information, complete the review within 15 working days. Where We are unable to do so, We will agree a new timeframe for responding to You. In any case, We will provide You with an update every 10 working days.

If You are not satisfied with the response from Our Internal Disputes Resolution Officer, You can contact Lloyd's Australia to request a review of the complaint.

Contact details for Lloyd's Australia Limited:

Level 9, 1 O'Connell Street, Sydney, NSW, 2000  
(02) 8298 0783 | [ldaustralia@lloyds.com](mailto:ldaustralia@lloyds.com)

If your dispute is not resolved in a manner satisfactory to you, you may refer the matter to the Australian Financial Complaints Authority (AFCA).

For further details You can visit their website [www.afca.org.au](http://www.afca.org.au) or contact them:

GPO Box 3, Melbourne, VIC, 3001  
1800 931 678 | [info@afca.org.au](mailto:info@afca.org.au)

Further details regarding our complaints process are available on request.

### Important Conditions

In Your policy wording there are conditions which may impact the size of a claim or affect the amount of the premium We will charge. These conditions are explained in the general conditions section of Your policy wording.

## > Fruiting Trees Insurance Proposal

### Intermediary Details

Intermediary Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Contact Number \_\_\_\_\_ Fax Number \_\_\_\_\_

### Contact Details of Insured

Insured Name \_\_\_\_\_ ABN \_\_\_\_\_  
 Contact Name \_\_\_\_\_ ITC \_\_\_\_\_  
 Contact Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Email Address \_\_\_\_\_ Mobile Number \_\_\_\_\_  
 Address \_\_\_\_\_

### Underwriting Information / Disclosure

In the past 10 years have you or anyone else insured under this policy:

1. had an insurance policy declined or cancelled, or claim rejected?  Yes  No
2. had any criminal conviction(s) recorded or have any criminal charges pending?  Yes  No

If yes to 1. or 2. above, please provide further details: \_\_\_\_\_

### Tree Location

Property Name \_\_\_\_\_ Address \_\_\_\_\_  
 Distance and direction to nearest town \_\_\_\_\_  
 County/Shire \_\_\_\_\_

*If there is more than one location, please provide on a separate insurance proposal.*

### Interested Parties

Please list any parties wishing to cover their financial interest in the trees \_\_\_\_\_

### Insured Events

- Do you require cover for hail?  Yes  No  
 Do you require cover for windstorm?  Yes  No

*Note: Cover for fire and impact by vehicle/aircraft are automatically included*

### Optional Benefits

#### Re-establishment Cost

Where there is a claim under this policy, we will pay for the cost to replant trees in any area which has been declared a total loss. If this benefit is required, please show the preferred sum insured per hectare in the 'TREE DETAILS' table on page 2.

**Removal of debris**  Yes  No

If this benefit is required, please show the maximum amount you wish to insure for in any one period of insurance \_\_\_\_\_

### Underwriting Information

Have any of your trees already suffered damage?  Yes  No

Please provide details \_\_\_\_\_

Are all your trees to be insured?  Yes  No. If no, please attach a map to the proposal, showing which blocks are to be insured.

### Claims History

Please list any hail, fire, wind or ancillary property losses you have suffered in the past 5 years, including uninsured losses:

YEAR	QUANTITY OF LOSS (\$)	CAUSE (eg. hail, fire)

