

Farm Extra Insurance Proposal



Policy No.	
Client Name	
Intermediary	
Cover Note No.	

Address: Level 9, 11-33 Exhibition Street, Melbourne, VIC 3000
Phone: 1300 794 364
Email: argis@argis.com.au
Website: www.argis.com.au

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 with International Insurance Company of Hannover SE - Australian Branch (ABN 58 129 395 544, AFSL 458776) ("Inter Hannover"), the Insurer of this Policy.

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 OF YOUR POLICY THE FOLLOWING DUTY OF DISCLOSURE APPLIES:

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). 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.

FOR DWELLING, CONTENTS OF DWELLING, PERSONAL EFFECTS, PRIVATE, FARM AND BUSINESS VEHICLE, PERSONAL ACCIDENT AND SICKNESS AND PLEASURE BOAT SECTIONS OF YOUR POLICY ONLY THE FOLLOWING DUTY OF DISCLOSURE APPLIES:

Before You enter into or renew an insurance contract, You have a

duty of disclosure under the *Insurance Contracts Act 1984* (Act).

The Act imposes a different duty when You:

- enter into the policy with Us for the first time;
- renew Your policy; and
- You vary, extend or reinstate Your policy.

We set these duties out below.

The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Duty of Disclosure When Applying For This Policy

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

Duty of Disclosure on renewal of Your Policy

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions.

Also, We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed.

If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

Duty of Disclosure on variation, extension or reinstatement of Your Policy

If You have already entered into a policy and You are proposing to vary, extend or reinstate the policy Your duty of disclosure changes. You have a duty to tell Us of anything 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 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.

Who Needs to Tell Us?

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the policy.

If You do not Tell Us something

If You do not tell Us anything You are required to tell Us, We may cancel Your contract 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 the contract as if it never existed.

PRIVACY NOTICE

For the purposes of this Privacy Notice only, the use of “We”, “Us” or “Our” includes both Inter Hannover 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.

ARGIS and/or Inter Hannover 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 and ARGIS’ 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 and ARGIS 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 and ARGIS 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 and/or ARGIS may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our and ARGIS’s 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 Inter Hannover’s Privacy Policy and Privacy Statement at www.inter-hannover.com/218887/inter-hannover-in-australia, and ARGIS’ Privacy Policy at www.argis.com.au/privacy.htm

DEFINITIONS

‘We’, ‘The Company’, ‘Insurer’, ‘Us’ or ‘Our’ means International Insurance Company of Hannover SE - Australian Branch (ABN 58 129 395 544, AFSL 458776) (“Inter Hannover”).

‘You’ means the person (or persons) shown in the ARGIS Cover Note as the insured. ‘You’ can also be a Company, Partnership, Trust or other legal entity. ‘Your’ has the corresponding meaning. Where You own any property insured by this policy with another person or entity, it will be deemed to be ‘Jointly Insured’.

ARGIS Cover Note means the most recently dated ARGIS Cover Note provided to You. Once We have accepted Your application for insurance We will send out the Certificate which will replace the ARGIS Cover Note.

‘Excess’ means the first amount of any claim referred to in the ARGIS Cover Note and Certificate which You must bear as You are not insured for this amount.

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.

INSURED DETAILS

Insured Name:

Trading as:

ABN:

GST Registered

Yes

No

Postal Address:

Situation Address 1:

Postcode

Latitude

Longitude

Situation Address 2:

Postcode

Latitude

Longitude

Situation Address 3:

Postcode

Latitude

Longitude

Situation Address 4:

Postcode

Latitude

Longitude

Situation Address 5:

Postcode

Latitude

Longitude

Farm Type (Please note full details of occupation subject to this application):

Farm Size (in Hectares)

HA

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

Total Annual Turnover derived from Farming Operations:

Do You derive any income from activities other than own farming? (If so please provide full details including any Contract Farming)

% of Total Annual Turnover

%

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 any claims made against You? Yes No

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

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., name of insurer, dates)

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, 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

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

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 Product Disclosure Statement, SGUAS Pty Ltd t/as ARGIS Insurance Financial Services Guide, ARGIS Farm Extra Key Fact Sheet - Building and ARGIS Farm Extra Key Fact Sheet - Contents.
- 4 I/We accept that the [ARGIS Cover Note](#), associated written information, additional documents provided by You and this Proposal together with the ARGIS Farm Extra Product Disclosure Statement (PDS) and Policy Wording shall form the basis of the contract of insurance between ourselves. The insurance/s granted shall be subject to the PDS and Policy Wording for the type/s of insurance requested together with any alterations, extensions, modifications to those policies to be set out in writing by Us.
- 5 I/We accept that the ARGIS Farm Extra Insurance PDS and Policy Wording 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 PDS and Policy Wording 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, that person has consented to this provision.
- 9 I/We have read and understood the Important Notices above, in particular, my/our Duty of Disclosure. I/We realise that if I/we have not complied with my/our Duty of Disclosure, 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.
- 12 I/We have read the Important Notices set out in this Proposal and the contents of the [ARGIS Cover Note](#) before I/we signed this Declaration.

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

Date