

# Farm Extra Insurance Supplementary Declaration



Policy No.	
Client Name	
Intermediary	
Covernote No./Replacing Policy No.	

## IMPORTANT NOTICES

Please read these Important Notices together with your submitted **ARGIS Farm Extra Quote Request** before completing this Supplementary 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 - YOUR INFORMATION

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.

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. 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 the Inter Hannover Privacy Policy and Privacy Statement at [www.inter-hannover.com/218887/inter-hannover-in-australia](http://www.inter-hannover.com/218887/inter-hannover-in-australia) and ARGIS' Privacy Policy at [www.argis.com.au](http://www.argis.com.au).

#### 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 Certificate 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’.

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

SGUAS Pty Ltd t/as ARGIS Insurance (ABN 15 096 726 895, AFSL 234437) (‘ARGIS’) is the product distributor of the ARGIS Farm Extra Insurance product. ARGIS operates under a binding agreement with the Insurer to administer and issue policies, alterations and renewals. In all aspects of arranging this Policy, ARGIS acts as an agent for the Insurer and not for You.

#### ACCEPTANCE OF DECLARATION

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

#### CLAIMS

If Your Supplementary Declaration is accepted, Your Policy will not provide cover for events that occurred before the policy started.

#### GENERAL EXCLUSIONS TO ALL POLICIES

There is NO cover under this Policy for any of the following:

- 1) Your Excess, as specified in the insurance Certificate.
- 2) Any loss or liability caused directly or indirectly or in any way attributable to:
  - a) Action by authorities.
  - b) Application of heat.
  - c) Consequential loss or damage.
  - d) Flood (except in Private/Business Motor sections).
  - e) Information technology.
  - f) Terrorism.
  - g) War, nuclear and natural disasters.
  - h) Wilful acts.
  - i) Asbestos.
  - j) Bushfire cover delay for new policies and cover increases.

The above are examples only. Please refer to the exclusions under each individual cover section and the General Exclusions section of Your policy wording.

I/we acknowledge and declare that:

**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.

**DECLARATION**

- 1 I/We apply for the insurance covers set out in the [ARGIS Farm Extra Quote Request](#). I/We declare that I/we have read the information that I/we have given above and confirm that I/we have been truthful and accurate in completing the [ARGIS Farm Extra Quote Request](#) and Supplementary Declaration and have not withheld any information likely to affect acceptance of this insurance and that all such information is recorded in writing in the [ARGIS Farm Extra Quote Request](#) and Supplementary Declaration.
- 2 I/We specifically acknowledge that ARGIS and the Insurer will rely on the accuracy and completeness of the information which we have provided in the [ARGIS Farm Extra Quote Request](#) and Supplementary Declaration in deciding whether to grant me/us insurance.
- 3 I/We acknowledge that I/we have received 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 Farm Extra Quote Request](#), associated documents and Supplementary Declaration shall form the basis of the contract of insurance. The insurance/s granted shall be subject to the ARGIS Farm Extra Insurance Policy/ies for the type/s of insurance requested together with any alterations, extensions, modifications to those policies.
- 5 I/We accept that the ARGIS Farm Extra Insurance Policy/ies 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 Policy/ies in force at the time of renewal.
- 6 I/We acknowledge and warrant that the Sums Insured shown in the [ARGIS Farm Extra Quote Request](#) 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 covered by the [ARGIS Farm Extra Quote Request](#) and Supplementary Declaration. 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 application of insurance in writing from ARGIS (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.
- 12 I/We have read the Important Notices and the contents of the submitted [ARGIS Farm Extra Quote Request](#) before I/we signed this Supplementary Declaration.

Yes  No

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

Date