

Horticulture and Viticulture Crop Insurance

# Horticulture and Viticulture Australia

Policy wording





## Contents

Important Information	Page <b>3</b>
Your Duty of Disclosure	Page <b>3</b>
Privacy Information	Page <b>3</b>
General Insurance Code of Practice	Page <b>4</b>
Contact Details	Page <b>4</b>
<b>1. Definitions</b>	Page <b>4</b>
<b>2. What We Insure</b>	Page <b>6</b>
<b>3. Optional Benefit</b>	Page <b>7</b>
<b>4. What We Will Pay</b>	Page <b>7</b>
<b>5. Exclusions</b>	Page <b>8</b>
<b>6. General Conditions</b>	Page <b>9</b>
<b>7. Making a Claim</b>	Page <b>10</b>
<b>8. Grading Standards</b>	Page <b>11</b>

Primacy Underwriting Management Pty Limited  
ABN 87 070 058 212 AFS Licence 237271  
as agent for the insurer Allianz Australia Insurance Limited  
ABN 15 000 122 850 AFS Licence 234708  
Level 20, 357 Collins Street, Melbourne, VIC 3000  
**Phone:** (03) 9603 1050 **Fax:** (03) 9620 1222 **Email:** horticulture@pum.com.au  
**www.pum.com.au**



## Important information

Please read the following information carefully.

### About Your Policy

This is Your Horticulture and Viticulture Crop Insurance Policy wording. Along with Your Schedule of Insurance and any other documents that make up Your Policy, it contains the terms, conditions, limits and exclusions of the Policy, such as the type of cover provided and how to make a claim.

When You enter into a Policy with Us, We issue a Schedule of Insurance which sets out information relevant to You and may affect the terms of this document. We may also issue endorsements amending the cover.

Together the above documents form Your "Policy" with Us. You must read this Policy wording together with Your Schedule of Insurance and any endorsements to ensure You understand the cover offered and also to ascertain that it meets Your requirements.

Where We agree to enter into a Policy with You, We agree to provide insurance protection in accordance with the Policy and the coverage You have selected and We have agreed to provide in the Schedule of Insurance, provided You have paid or agree to pay the required premium including any amounts in relation to Government taxes, duties and other charges.

If You have any queries about this insurance, You should contact Your insurance broker.

### Not a renewable Policy

Cover under the Policy is not renewable and ceases on the earlier of when the Period of Insurance specified in Your Schedule of Insurance ends, the Policy is cancelled or where the cover ends in accordance with the Policy terms and conditions. If You wish to effect similar insurance for the next growing season, it will be necessary for You to complete a new Application.

### Primacy Underwriting Management Pty Limited and Your Insurer

Primacy Underwriting Management Pty Limited ABN 87 070 058 212, AFS Licence 237271 (Primacy) is an underwriting agent. Primacy has been given a binder authority by the insurer, which allows Primacy to enter into the Policy, to administer it and to handle and settle claims made under it as if it were the insurer, subject to the terms of the binder authority. In arranging and administering the Policy, Primacy is acting as the agent of the insurer and not as Your agent.

Your Policy is insured by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850, AFS Licence 234708 of Level 12, 2 Market Street, Sydney, NSW 2000. Allianz act through its agent, Primacy, and in Your Policy are referred to as "We", "Us" and "Our".

### Important information about Goods and Services Tax (GST)

This Policy has provision for payment of Goods and Services Tax:

- by You in relation to premiums;
- by Us in relation to claims.

### You must insure Your whole Crop(s)

You must insure Your whole Crop(s) unless We have agreed in writing that specific Block(s) are not to be covered by the Policy. See 6.14 for details of what happens if You do not insure Your whole Crop(s).

### Limit of liability

Limits apply and some Sections of the Policy have sub-limits. You must read this Policy wording and make sure You understand these limits. We will not pay more than the Aggregate Limit of Liability for any one or all insured claims or losses combined during the Period of Insurance. The most We will pay during the Period of Insurance for any one claim and all claims combined resulting from a type of Insured Event is the Insured Event Limit.

### Excess and Deductible

This Policy is subject to Excesses and Deductibles. Information about Excesses and Deductibles and how they apply to the Policy can be found in the Schedule of Insurance and in this Policy wording.

### Your Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a duty, under the Insurance Contracts Act 1984, to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

### Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

### Privacy information

At Allianz, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth). In this Privacy Notice, 'We', 'Our', 'Us' means Primacy Underwriting Management Pty Limited and Allianz Australia Insurance Limited.

### How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; medical practitioners; third parties or people involved in a claim or assisting Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You.

## Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or motor vehicle manufacturer and/or dealer).

Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries in which the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling (03) 9603 1050 9am-5pm Melbourne time, Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our Privacy Policy is available at [www.pum.com.au](http://www.pum.com.au) and [www.allianz.com.au](http://www.allianz.com.au).

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. You can obtain more information on the Code of Practice and how it assists You by contacting Us on (03) 9603 1050 9am-5pm Melbourne time, Monday to Friday.

## Dispute resolution process - helping You solve any problems

We strive to do things the right way and meet Our customers' expectations. Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible.

## Here is what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, Loss Adjuster, assessor, investigator or the service We provide, simply contact Us on (03) 9603 1050 9am-5pm Melbourne time, Monday to Friday and ask to speak to the team leader and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute; if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products.

A staff member involved in the complaints and disputes resolution process will write to You within fifteen (15) working days advising the outcome of the review and reasons for their decision. We do not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

## If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute, We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme (subject to eligibility). The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

## If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent. If Your Policy has been arranged or issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent. Where Your Policy has been arranged through an intermediary a commission may be payable by Us to them for arranging it.

## Contact details

### Primacy Underwriting Management Pty Limited

ABN 87 070 058 212 AFS Licence 237271  
Level 20, 357 Collins Street, Melbourne, VIC 3000.

Telephone: (03) 9603 1050  
Fax: (03) 9620 1222  
Email: [horticulture@pum.com.au](mailto:horticulture@pum.com.au)  
Website: [www.pum.com.au](http://www.pum.com.au)

## 1. Definitions

For the purpose of this Policy wording and any other documentation provided by Us, which attaches to and forms part of the Policy, the definitions provided in this Section will apply unless We expressly state otherwise.

### Act of Terrorism:

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Aggregate Limit of Liability:

The maximum amount We will pay during the Period of Insurance, as specified in the Schedule of Insurance, for any one claim and all claims combined made under the Policy.

### Application:

The form required to be completed and signed by You and sent to Us giving details of Crop(s) to be insured along with any supplementary documentation attached with it. We rely on this in entering into Your Policy. Information to be included with the Application includes, but is not limited to, maps of Block(s) and should be provided with the Application.

### Area:

The number of hectares of Crop(s) per Block specified in the Schedule of Insurance.

### Arson:

The act by anyone of intentionally and maliciously setting a Fire that results in Damage or destruction of Crop(s) insured under Your Policy.

### Assessed Percentage Loss:

The weighted average percentage of all Crop(s), including unharvested and Harvested Crop(s) Damaged per Block assessed by the Loss Adjuster in accordance with the Grading Standards and Assessed Percentage Loss Scale.

### Assessed Percentage Loss Scale:

Used to calculate the Assessed Percentage Loss to Your Crop(s) as follows:

- (i) Marketable – Crop(s) classified as marketable will have an Assessed Percentage Loss of 0%;
- (ii) Culls – Crop(s) classified as culls due to an Insured Event will have an Assessed Percentage Loss of 100%.

### Block(s):

An area of land planted with Crop(s) of the same age and variety which, due to ownership, location and continuity of boundary can be identified at the Property as specified in the Schedule of Insurance.

### Block Sum Insured:

The Block Sum Insured is calculated as follows:

$$\text{Area of Crop (ha)} \times \text{Insured Value.}$$

### Chemical Overspray:

Chemical Overspray as identified by the Loss Adjuster on a balance of probabilities to have originated from ground based chemical-spraying, not including spraying performed by You, on Your behalf or by a share farmer, within a one (1) kilometre radius of the affected Crop(s).

### Cover Commencement Date:

The date that cover commences under the Policy and is specified in the Schedule of Insurance.

### Crop(s):

The individual fruit, nuts, berries or vegetables grown at the Block(s) specified in the Schedule of Insurance (vegetables require referral and cover may not be available for all vegetable types).

### Damage/Damaged/Destroyed:

Physical damage to the insured Crop(s) due to an Insured Event to such an extent that it no longer falls in the grade of "marketable" according to the Grading Standards.

### Deductible:

Where applicable, is the dollar amount of a loss claimed under additional benefits You must first bear in the event of a claim.

### Excess:

The amount and/or percentage specified in the Schedule of Insurance, which You must first bear in the event of a claim, in accordance with the Policy conditions.

### Fire:

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

### Flood:

The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal;
- g) a dam.

### Grading Standards:

The standards used to measure Damage to specified Crop(s) caused by the Insured Event(s) as set out in Section 8. Grading Standards (Specified Crop Types), for each Crop that the Loss Adjuster uses to determine the Assessed Percentage Loss as detailed in this Policy wording. The Grading Standards are applied at harvest after the Crop(s) have been thinned to normal levels and only the effect of those Insured Event(s) that are specified in Your Schedule of Insurance are taken into account. All other Crop types not specified will be assessed using standard Loss of Yield assessment procedures.

### Hail:

The Damage to Crop(s) caused by the direct impact of frozen water falling from the sky. It does not include loss due to any other cause such as wind, snow and/or rain or the melting of hailstones, whether or not accompanying the storm that produced the hail.

### Harvested Crop(s):

The Crop(s) removed from bearing plants (including trees, vines, canes, etc.) or from the ground where the Crop(s) were grown prior to harvest.

### Impact:

A collision between Crop(s) and any of the following:

- a road or rail vehicle; or
- an aircraft or anything dropped or falling from an aircraft, space debris or debris from a rocket or satellite.

### Insured:

The person(s) or entity(ies) specified in the Schedule of Insurance as the Insured.

### Insured Event:

The type of Insured Event covered under the Policy (see in Section 2.1).

### Insured Event Limit:

The maximum amount We will pay during the Period of Insurance for any and all losses combined arising from a type of Insured Event, excluding additional benefits, as specified in the Schedule of Insurance.

### Insured Value:

The value per hectare specified in the Schedule of Insurance and agreed to by Us as specified in the Application.

### Local Time:

The applicable time zone currently being observed for the state in which Your Property(ies) is/are located. When Your Property(ies) is/are located or spread over multiple states then the time zone being observed closest to Australian Eastern Standard Time (AEST) applies.

### Loss Adjuster:

The person or entity appointed by Us to evaluate claims made under Your Policy.

### Loss Occurrence Period:

The period of up to:

- one hundred and twenty (120) consecutive hours for Fire;
- twenty four (24) consecutive hours for all other Insured Event(s), commencing from the time specified by You, which cannot be earlier than the Cover Commencement Date and the occurrence of the relevant Insured Event and cannot be later than the expiry time and date of the Period of Insurance.

### Loss of Yield:

Means a reduction of Crop Yield resulting from an Insured Event(s) as specified in Your Schedule of Insurance. A decision by You to not pick Your Crop(s), or a decision by a buyer to not purchase Your Crop(s) due to price, quality, marketing, economic or contractual reasons does not constitute a Loss of Yield under this contract.

### Malicious Act(s):

A deliberate act by a person or persons, resulting in Damage to or destruction of Crop(s). Any deliberate act, including Arson, committed by one or more of the following persons is not considered to be Malicious Act:

- You or any person who is acting with Your express or implied consent;
- Your tenants;
- Your employees;
- the invitees of You, Your employees, or Your tenants,

unless it is to avoid or reduce Damage that would otherwise happen.

### Period of Insurance:

The period of time during which cover is provided under Your Policy as specified in the Schedule of Insurance.

### Policy:

The complete contract between You and Us, including the latest Schedule of Insurance, Policy wording and any endorsements or other written changes to the cover We issue You.

### Policy Commencement Date:

The date specified as the Policy Commencement Date in the Schedule of Insurance.

### Potential Yield:

The average harvestable Yield per hectare that the Crop(s) would have produced if the Insured Event(s) covered under the Policy had not occurred. The Potential Yield will take into consideration events and factors that impact or would have impacted the Yield after an Insured Event.

### Property(ies):

The location where the Crop(s) are situated incorporating the latitude and longitude coordinates specified in the Schedule of Insurance. All Block(s), groves, orchards, and/or vineyards owned or managed by You within five hundred (500) metres of each other at the nearest point of bearing plants will be considered part of the same Property.

### Property Sum Insured:

The amount specified in Your Schedule of Insurance and is the sum of all Block Sum Insured.

### Schedule of Insurance:

The relevant document of that name We have provided to You which specifies important information such as Your Policy number, Aggregate Limit of Liability and other important details of cover. It forms part of the Policy and must be read together with this document and any other documents forming the Policy. If We agree to alter Your Policy, We will issue a new Schedule of Insurance.

### Target Crop Load:

The intended number of bunches per vine or the number of fruit per tree.

### Target Yield:

The boxes per hectare for vine Crop(s) or tonnes per hectare for all other Crop(s) or other industry accepted measures.

### We/Us/Our:

The insurer Allianz Australia Insurance Limited ABN 15 000 122 850, AFS Licence 234708 of Level 12, 2 Market Street, Sydney, NSW 2000 acting through its agent Primacy.

### You/Your:

The Insured named in the Schedule of Insurance.

## 2. What We Insure

### 2.1 Insuring Clause

We will insure You from the Cover Commencement Date against Loss of Yield or Damage to the current season's Crop caused directly by the Insured Event(s) that occur during the Period of Insurance and the date You nominated as the commencement of the first Loss Occurrence Period in relation to the Insured Event. The available Insured Event(s) are:

- a) Hail; and/or
- b) Fire (incl. lightning). Fire includes Damage to the Crop(s) that is visible to the naked eye prior to harvest caused by the heat and other by-products emitted by a Fire within or immediately adjacent to the Property boundary. Smoke taint is not covered.

The Insured Event(s) You have selected and that We have agreed

to cover will be specified in the Schedule of Insurance.

## 2.2 Automatic additional benefits

The following additional benefits are covered by the Policy. In all cases the loss or Damage must occur during the Period of Insurance. We will pay You in accordance with 4.4 Additional benefits:

- Harvested Crop(s); and
- Additional events (Chemical Overspray, Impact and Malicious Act(s)).

## 2.3 Harvested Crop(s)

We will insure You against:

- Loss of Yield or Damage to Harvested Crop(s) resulting from Impact, Malicious Act(s), Fire, lightning or explosion whilst stored at the Property for up to thirty (30) days after harvest;
- accidental Loss of Yield or accidental Damage to Harvested Crop(s) in transit between the place of harvest and the first delivery point being any marketing organisation, packing shed or other delivery point to facilitate the sale or storage of Your Harvested Crop(s), provided the loss occurs within three hundred (300) kilometres of the place of harvest and the first delivery point.

Cover under this additional benefit ceases thirty (30) days after the completion of harvest for each Block or at 4pm on 31 May immediately following the Policy Commencement Date, whichever is the earlier.

However, We will not pay for any loss or Damage of Harvested Crop(s) in the following circumstances:

- whilst it is in any inadequately constructed vehicle or bin;
- where it was caused by storm or water whilst the Harvested Crop(s) is stored in the open air;
- when it is carried in any overloaded or unroadworthy vehicle;
- as a result of failure of refrigeration equipment or other machinery breakdown;
- where the loss occurs in transit and the driver:
  - is under the influence of any drug or alcohol; or
  - as a result of the accident, is convicted of driving under the influence of any drug or alcohol; or
  - had a percentage of alcohol in their breath or blood in excess of the legal limit where the accident occurred for the driver in question; or
  - refused to submit to any test to determine the level of alcohol or drugs in the blood when reasonably requested by Police;
  - is unlicensed for the vehicle being used to move the Harvested Crop(s).

We will not refuse Your claim if You can satisfy Us You had no reason to suspect that the driver was affected by alcohol or any drug.

## 3. Optional benefit

The following optional benefit only applies if specified in the Schedule of Insurance as applicable:

### 3.1 Block Excess

The Excess percentage specified in the Schedule of Insurance will be applied to the individual Block Sum Insured of all affected Block(s) and not the Property Sum Insured.

In all cases the loss or Damage must occur during the Period of Insurance.

The Schedule of Insurance will specify if You have selected to include this optional benefit.

## 4. What We Will Pay

Where We determine that Your claim is covered by the Policy, We will pay You in accordance with the following (as relevant to the claim), subject to the terms and conditions of the Policy:

**Step 1:** For each Block the gross loss amount will be determined by multiplying the Assessed Percentage Loss by the Block Sum Insured.

**Step 2:** The applicable Excess will be deducted from the total gross loss amount to determine the claim payment.

### 4.1 Property Sum Insured Excess

If specified in the Schedule of Insurance that the Property Sum Insured Excess applies, the Excess amount is determined by multiplying the Excess percentage by the Property Sum Insured. See example below:

Based on a Hail Damage only 20% Property Sum Insured Excess.			
Block	Block Sum Insured	Assessed Percentage Loss	Gross loss amount
1	\$40,000	10%	\$4,000
2	\$60,000	60%	\$36,000
3	\$20,000	0%	\$0
4	\$40,000	50%	\$20,000
Property Sum Insured	\$160,000	Total gross claim	\$60,000
Excess	20% of Property Sum Insured (\$160,000)		\$32,000
Claim payment	\$60,000 - \$32,000		\$28,000

### 4.2 Block Sum Insured Excess

If specified in the Schedule of Insurance that the Block Sum Insured Excess applies, the Excess amount is determined by multiplying the Excess percentage by the Block Sum Insured. See example below:

Based on a Hail Damage only 20% Block Sum Insured Excess.	
Block Sum Insured	\$100,000
Assessed Percentage Loss	40%
Total gross claim	\$40,000
Excess	\$20,000 (20% of the Block Sum Insured)
Claim payment	\$20,000 (\$40,000 - \$20,000)

### 4.3 Constructive Total Loss (CTL)

Where the Loss Adjuster determines the Assessed Percentage Loss in any Block to be greater than 80%, the Block will be declared a constructive total loss and Your claim will be calculated based on an Assessed Percentage Loss of 100%.

### 4.4 Additional benefits

#### 4.4.1 Harvested Crop(s)

We will pay the market value or up to \$2,000 per tonne, whichever is the lesser, for Harvested Crop(s) Destroyed less a Deductible of \$1,000 for each and every event giving rise to a loss. The market value is the value of the Harvested Crop(s) at the place of harvest and will be determined by the Loss Adjuster, but cannot exceed \$2,000 per tonne.

#### 4.4.2 Additional events

We will pay the amount determined by multiplying the Assessed Percentage Loss of Potential Yield as determined by the Loss Adjuster as a result of the additional events specified under 2.2 b) Additional events by the Block Sum Insured less a Deductible of \$1,000 per affected Block. We will not pay more than \$2,000 per hectare in total for each and every event giving rise to a loss.

Our limit of liability for any one Property for all claims for additional benefits is specified in the Schedule of Insurance.

### 4.5 Share farmer

When the Crop(s) are share farmed, payment will be made to the Insured specified in the Schedule of Insurance.

That Insured's receipt of Our payment will be an effective and valid discharge of Our liability under the Policy.

### 4.6 Loss Adjuster

We may appoint a Loss Adjuster to assess Your claim under Your Policy. You must co-operate fully with the Loss Adjuster including any requests to provide necessary documentation, including current and prior years' records and access to the Property(ies). The Loss Adjuster may make recommendations concerning Your claim under Your Policy, but We reserve the right to make the final decision as to whether Your claim is covered by Your Policy and, if so, the amount You are entitled to be paid in settlement.

### 4.7 Goods and Services Tax

#### 4.7.1 GST Notice

Your Policy has a GST provision in relation to premium payments and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need.

Please read the Policy wording carefully. Seek professional advice if You have any queries about GST and Your insurance.

#### 4.7.2 Total Sum Insured

All monetary limits in the Policy may be increased for GST in some circumstances (see below).

#### 4.7.3 Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

- Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a damaged item covered under the Policy) We will pay for the GST amount.

- We will pay the GST amount in addition to the total sum insured/Aggregate Limit of Liability or other limits specified in the Policy or in the current Schedule of Insurance.
- If the Aggregate Limit of Liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.
- We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.
- Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

#### 4.7.4 Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or understate Your entitlement, You may be liable for GST on a claim We may pay.

#### 4.7.5 Policy does not cover Your GST liabilities

The Policy does not cover You for this GST liability, or for any fine, penalty or charge for which You may be liable.

## 5. Exclusions

We will not pay for any loss of any type caused by, arising from or in any way connected with:

- a) deliberate acts carried out by You or with Your permission, except where it is to avoid or reduce Damage that would otherwise happen;
- b) wind, whether in conjunction with impact by Hail or not, or water or moisture damage to the Crop(s), whether such water or moisture derives from melting hailstones or not;
- c) Frost – freezing of crop surface water or freezing of internal plant cell moisture causing damage to insured Crop(s);
- d) Flood;
- e) any movement in value or price of the Crop(s) or Harvested Crop(s);
- f) loss of nutrient, quality or grade of Crop(s) or Harvested Crop(s) unless as the direct result of an Insured Event and as specified in the Grading Standards for the Crop(s);
- g) use of chemicals other than as allowed under additional benefit of Chemical Overspray;
- h) disease, including disease arising as a consequence of an Insured Event;
- i) gradual deterioration, decay, contamination, animals, birds, pests (including uninsured plant species), termites, vermin, insects or larvae howsoever caused (regardless of whether the loss occurs because of an Insured Event covered by this Policy);
- j) earthquake, volcanic eruption, soil erosion, subsidence or landslip, explosion, tsunami or subterranean Fire to Crop(s);
- k) consequential loss, unless otherwise specifically provided for in the Policy;
- l) any reduction in the Yield of Crop(s) caused by Damage to the buds, shoots, branches, trunks, limbs, leaves and/or loss of flowers due to Hail;
- m) Damage that occurs in the current season, to buds that had the potential to produce Crop in future seasons;
- n) loss of buds or cuttings that would have otherwise been used

in future plantings;

- o) Crop(s) grown for experimental purposes unless We agree in writing to cover this risk;
- p) war or warlike activities, including but not limited to the use of military power, invasion, other hostile acts or a foreign power whether war be declared or not, civil war, insurrection, rebellion, revolution and usurped power;
- q) expropriation, lawful seizure, resumption, confiscation, nationalisation or requisition, but this exclusion does not apply to physical damage that occurs because of the order if it prevents or attempts to prevent a loss that would be covered under this Policy;
- r) the use, existence or escape of nuclear material, or ionising radiation from, or contamination by radioactivity from any nuclear fuel or nuclear waste, resulting from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- s) the actions of persons taking part in riots or civil commotions, or taking part in labour disturbances or persons of malicious intent acting on behalf of or in connection with any political organisation;
- t) Damage by smoke, even if accompanied by an Insured Event;
- u) any Act of Terrorism. Notwithstanding any provision to the contrary contained in the Policy or any endorsement attached to it, the Policy excludes loss, physical damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This also excludes loss, physical damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

## 6. General Conditions

### 6.1 Other insurances

You must give notice to Us of any other insurance which covers any or all of the Crop(s) against loss or Damage also covered by any Section or aspect of the Policy. Where We have detailed another insurance policy in the Schedule of Insurance, this Policy will apply as an excess Policy to that other insurance and We will not pay anything until that other insurance Policy has been exhausted.

### 6.2 Time of settlement of claims

Claims will be settled as soon as possible after the Loss Adjuster has been able to accurately determine the extent of Your loss. This will be after the normal time for harvest of the Damaged Crop(s), any inspection of current and prior years' records and after any further analysis that is required has been completed.

### 6.3 Assignment of interest

If You wish to transfer Your interest in the Crop(s) to another person or entity and advise Us in writing before that event, We will transfer Your interest in the Policy to that person or entity provided that:

- You are not then in breach of any of the provisions of the Policy;
- the person or entity agrees to be bound by all of the provisions of the Policy; and
- the person or entity is, at Our sole and absolute discretion, acceptable to Us as an Insured.

## 6.4 Cancellation

You may cancel Your Policy at any time by giving Us written notice at Level 20, 357 Collins Street, Melbourne, VIC 3000, but You may not be entitled to receive a refund of premium.

We may cancel Your Policy in accordance with the Insurance Contracts Act 1984. Upon cancellation by Us, We will inform You in writing and a proportionate refund of premium (less any amounts in relation to Government taxes, charges and levies We are unable to recover) will be paid based on the unexpired Period of Insurance. You will not receive a refund of premium if You have already made a claim or if circumstances have arisen entitling You to make a claim. If You receive a refund and You later make a claim, the claim will be reduced by any such refunded premium.

## 6.5 Good management

Your Policy is issued to You on the understanding that You will take all reasonable steps necessary to employ best farming practices, including but not limited to:

- a) planting within recognised planting windows, fertilizing, Crop(s) protection (including but not limited to controlling weeds, the application of water for the growing and preservation of the Crop(s);
- b) using reasonable methods or techniques for protection, harvesting, storage and transit of the Crop(s);

both before and after any loss.

If We or the Loss Adjuster determines that Our interests have been prejudiced, or the Crop's Potential Yield has been reduced or the claim amount has been increased as a result of poor management, then We may reduce Your claim or avoid any claim in full, to the extent permitted by law.

## 6.6 False claims

If a claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under the Policy or if any destruction or Damage is occasioned by Your willful act or with Your connivance, We may refuse to pay the claim.

## 6.7 Subrogation

Subject to the Insurance Contracts Act 1984, We have the right to recover any money paid by Us from any other person against whom You may be able to claim and We shall have full discretion in the conduct, defence or settlement of any claim in Your name. You must not hinder these rights and must give full information and cooperation that We may require.

## 6.8 Preventing Our right of recovery

Where another person is liable to compensate You for any loss, destruction or Damage which is covered by the Policy, but You have agreed not to seek recovery of any monies from that person, to the extent permitted by law, We will not cover You under this Policy for that loss, destruction or Damage.

## 6.9 Third party interests

You must inform Us of the interests of all third parties (e.g. financiers, lessors etc.) to be covered by the Policy. We will protect their interests only if You have informed Us of them and We have noted them in the Schedule of Insurance. We will only be liable to such third parties:

- to the extent of their interest in the insured property; and
- where Our Notional Liability exceeds the amount of Our liability to the Insured in respect of the loss.

Notional Liability means the amount for which We would have been liable to the Insured in respect of the particular claim if the

Insured had been the only person who had an interest in the insured property. We will never pay to such persons an amount exceeding the loss suffered by them.

## 6.10 Inspection of records

If requested by Us or Our appointed representative You must give Us all reasonable assistance including access to current and prior years' records (including those held by third parties) so We may verify Your Crop(s) Yield or to assist in calculating a claim that has been made under this insurance. We may use satellite imagery and any other technology or services to assist Us in the verification process of Your Crop(s) Potential Yield or harvested Yield.

## 6.11 Inspection of Crop(s)

We may need to physically inspect Your Crop(s). We will provide You with no less than seven (7) days' notice of Our intention to inspect the Crop(s). You must give Us or Our appointed representative all reasonable access and assistance.

## 6.12 Changes to the Insured Value

We will not accept any decrease in the Insured Value. We may accept an increase in the Insured Value, which You submit in writing and We consider being reasonable. We will not accept any increase in the Insured Value after or during any event which may lead to a claim.

Alterations to the Insured Value will take effect:

- for Hail and/or Fire, forty eight (48) hours after 4pm Local Time, on the day We accept Your written request.

## 6.13 Crop failure

In the event it is necessary to terminate the Crop(s) during the Period of Insurance and prior to 1st December succeeding the Policy Commencement Date due to the lack of water availability, You will be entitled to a proportionate refund of premium and charges for Hail and Fire cover based on the unexpired Period of Insurance, provided that no circumstances have arisen entitling You to make a claim. We reserve the right to inspect Crop(s) to confirm failure or termination.

## 6.14 You must insure Your whole Crop(s) – application of the average provision

You must insure Your whole Crop(s) unless You have declared a Block(s) as not to be covered in Your Application and We have agreed in writing that specific Block(s) are not to be covered. If the area of Crop(s) of the type insured by the Policy and grown on the Property(ies) is found to be more than 5% greater than the Area that is specified in the Schedule of Insurance, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

## 6.15 Governing law and jurisdiction

Your Policy is governed by the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued.

## 6.16 Premium payment

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule of Insurance.

We include an amount in the premium that covers Our actual or estimated obligations in relation to relevant Government taxes, charges and levies relating to the Policy. For estimated amounts, We may over or under recover in any particular year but We will

not adjust Your premium because of this. You can ask Us for more details if You wish.

Claims under the Policy will not be paid or finalised until You have paid all outstanding premiums.

# 7. Making A Claim

## 7.1 Notifying a claim

On the occurrence of any loss or Damage covered by this Policy, You must give notice to Us within forty eight (48) hours stating the time when the loss or Damage occurred, the cause, a description of the Crop(s) which is the subject of the claim, a detailed farm map showing the exact location of all the Damaged Block(s), an estimate of the nature and extent of the Damage and details of any other insurance under which You are entitled to claim for the same loss or Damage.

When notifying a claim You should contact Primacy Underwriting Management Pty Limited as follows:

Telephone: (03) 9603 1050, or  
Facsimile: (03) 9620 1222, or  
Email: [claims@pum.com.au](mailto:claims@pum.com.au)  
Website: [www.pum.com.au](http://www.pum.com.au)

## 7.2 Required assistance

You must give Us all reasonable assistance that We may require to assess the nature and extent of the loss or Damage and all such proof and information that We or Our appointed representative may require to prove the nature and extent of the loss, verified under oath, if necessary.

In the event of any loss or Damage to the Crop(s), We may:

- inspect and take possession of any property that is subject of the claim;
- keep possession of the property that is subject of the claim for any reasonable purpose; or
- sell the property that is subject of the claim or dispose of it as We see fit but You are not entitled to abandon such property to Us.

## 7.3 Harvest requirements

If the Crop(s) has been affected by an Insured Event(s) and the Crop(s) is ready for harvest or is being harvested You may harvest or continue to harvest provided:

- You inform Us that the Crop(s) is ready for harvest;
- Our Loss Adjuster has the opportunity to mark off four (4) trees or four (4) panels (the section between two (2) posts) for vines per hectare or any other samples as agreed with the Loss Adjuster. The trees or panels must be located in internal rows and spaced evenly throughout the Block. Sample areas should be representative of the area and should not include areas of poor growth or drainage. The fruit on those trees and/or vines in the sample areas must not be harvested until the Loss Adjuster can sample the fruit and assess the Damage.

## 7.4 Important measures

You must take all reasonable steps to reduce the loss and prevent further loss. You must report to the Police if You suspect Damage or destruction to Your Crop(s) has been caused by Arson or Malicious Act(s).

## 8. Grading Standards (Specified Crop Types)

### 8.1 Pome Fruit (Apples and Pears)

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>No more than three healed Hail Damage indentations no greater than 2.0 mm diameter each; or</li> <li>No more than one larger healed Hail Damage indentations no greater than 4.0 mm diameter; and</li> <li>Smooth and superficial Hail Damage russet no greater than 1.0 cm<sup>2</sup>; and</li> <li>Light and superficial bruises no greater than 1.0 cm<sup>2</sup> in aggregate; and</li> <li>No unhealed cracks, cuts or punctures.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>Fruit Destroyed by Fire; or</li> <li>Formed fruit determined to be no longer marketable; or</li> <li>Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

### 8.2 Apricots, Nectarines and Peaches

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>No more than two healed Hail Damage indentations no greater than 4.0 mm diameter each; or</li> <li>Blemishes or light bruising no more than 1.5 cm<sup>2</sup> in aggregate or 3.0 cm long; and</li> <li>No deep bruising unhealed cracks, cuts or punctures.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>Fruit Destroyed by Fire; or</li> <li>Formed fruit determined to be no longer marketable; or</li> <li>Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

### 8.3 Persimmons and Plums

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>Blemishes or light bruising no greater than 1.0 cm<sup>2</sup> in aggregate or 1.0 cm long; or</li> <li>Shallow healed cracks no greater than 0.5 cm long; or</li> <li>Healed cuts and punctures no greater than 1.0 cm long; and</li> <li>No deep bruising, unhealed cracks, cuts or punctures.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>Fruit Destroyed by Fire; or</li> <li>Formed fruit determined to be no longer marketable; or</li> <li>Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

### 8.4 Lemons, Limes, Mandarins and Oranges

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>Light blemishes no greater than 1.5 cm<sup>2</sup> in aggregate; or</li> <li>Dark blemishes no greater than 0.5 cm<sup>2</sup> in aggregate; and</li> <li>No unhealed cracks, cuts or punctures.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>Fruit Destroyed by Fire; or</li> <li>Formed fruit determined to be no longer marketable; or</li> <li>Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

## 8.5 Grapefruit

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>• Light blemishes no greater than 2.0 cm<sup>2</sup> in aggregate; or</li> <li>• Dark blemishes no greater than 1.0 cm<sup>2</sup> in aggregate; and</li> <li>• No unhealed cracks, cuts or punctures.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>• Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>• Fruit Destroyed by Fire; or</li> <li>• Formed fruit determined to be no longer marketable; or</li> <li>• Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

## 8.6 Kiwifruit and Passionfruit

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>• Light blemishes no greater than 1.0 cm<sup>2</sup> in aggregate; or</li> <li>• Dark blemishes/bruises no greater than 1.0 cm<sup>2</sup> in aggregate; and</li> <li>• No unhealed cracks, cuts or punctures.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>• Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>• Fruit Destroyed by Fire; or</li> <li>• Formed fruit determined to be no longer marketable; or</li> <li>• Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

## 8.7 Avocados

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>• Healed cracks, cuts or punctures no greater than 1.0 cm<sup>2</sup> in aggregate; or</li> <li>• Dark blemishes/bruises no greater than 4.0 cm<sup>2</sup> in aggregate; and</li> <li>• No unhealed cracks, cuts or punctures.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>• Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>• Fruit Destroyed by Fire; or</li> <li>• Formed fruit determined to be no longer marketable; or</li> <li>• Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

## 8.8 Tomatoes – field grown (fresh and processing)

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"> <li>• No Hail Damage marks that have pierced the skin and remain unhealed at harvest, or</li> <li>• Hail Damage marks aggregated to no more than 0.5 cm<sup>2</sup>.</li> </ul>
Culls	<ul style="list-style-type: none"> <li>• Consists of fruit that fail to meet the requirements of marketable or fruit on the ground; and</li> <li>• Fruit Destroyed by Fire; or</li> <li>• Formed fruit determined to be no longer marketable; or</li> <li>• Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li> </ul>

## 8.9 Mangoes

Grade	Level of Damage per piece of fruit caused directly by Insured Event(s) as determined by the Loss Adjuster
Marketable	<ul style="list-style-type: none"><li>• Healed shallow cracks, cuts or punctures no greater than 1.0 cm<sup>2</sup> in aggregate; or</li><li>• Light blemishes/sap staining no greater than 2.0 cm<sup>2</sup> in aggregate resulting from Hail Damage; and</li><li>• No unhealed cracks, cuts or punctures.</li></ul>
Culls	<ul style="list-style-type: none"><li>• Healed cracks, cuts or punctures greater than 1.0 cm<sup>2</sup> in aggregate; or</li><li>• Light blemishes/sap staining greater than 2.0 cm<sup>2</sup> in aggregate resulting from Hail Damage; and</li><li>• Unhealed cracks, cuts or punctures.</li><li>• Fruit Destroyed by Fire; or</li><li>• Formed fruit determined to be no longer marketable; or</li><li>• Potential fruit Damaged as a result of Chemical Overspray, Impact and Malicious Act(s) subject to the sub-limit for additional benefits.</li></ul>

Primacy Underwriting Management Pty Limited

ABN 87 070 058 212 AFS Licence 237271

as agent for the insurer

Allianz Australia Insurance Limited

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The information contained in this Policy wording is current as at July 2018.

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