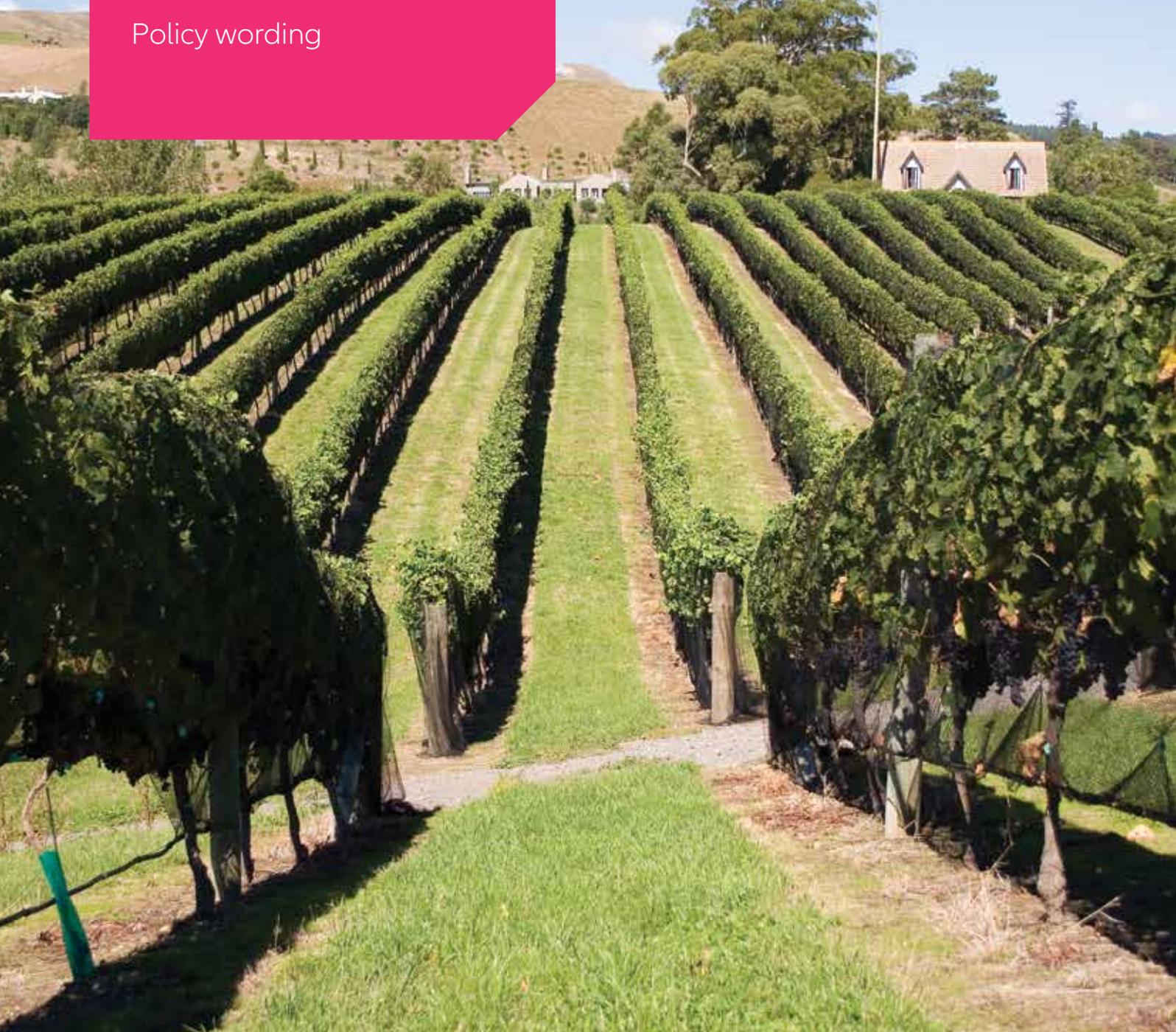


Fruiting Tree and Vine Insurance

Fruiting Tree & Vine Australia

Policy wording





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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:** trees@pum.com.au
www.pum.com.au



Important information

Please read the following information carefully.

About Your Policy

This is Your Fruiting Tree and Vine 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.

Renewal procedure

Before Your Policy expires, We will advise You whether We intend to offer renewal and if so, on what terms.

This Policy wording also applies for any renewal offer We make, unless We tell You otherwise. It is important that You check the terms of any renewal before You renew Your Policy to ensure that the details are correct. In particular, check the limits of liability (including, but not limited to, the Aggregate Limit of Liability) to ensure that the levels of cover are appropriate for You.

Please note that You need to comply with Your duty of disclosure before each renewal (see Duty of Disclosure Section for details).

Primacy Underwriting Management Pty Limited and Your insurance Policy

Primacy Underwriting Management Pty Limited ABN 87 070 058 212, AFS License 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 Property(ies)

You must insure Your whole Property(ies) unless We have agreed in writing that specific Block(s) are not to be covered by the Policy. See 5.13 for details of what happens if You do not insure Your whole Property(ies).

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 (including an optional Insured Event) is the Insured Event Limit.

Excess

This Policy is subject to Excesses. Information about Excesses 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 renew, extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, 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 and 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: trees@pum.com.au
Website: www.pum.com.au

1. Definitions

For the purpose of this Policy wording and 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 the Tree(s), Vine(s), Re-establishment Costs and Netting 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.

For renewal business, a new Application will be required each year if the expiring information requires updating.

Arson:

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

Assets:

The Tree(s) and/or Vine(s), Block Infrastructure, Trellis Equipment and Netting.

Backburning:

The necessary and reasonable destruction of Tree(s) and/or Vine(s) for the purpose of preventing the spread of an unplanned Fire where the Fire poses an obvious and direct threat to the Tree(s) and/or Vine(s).

Block(s):

An area of land planted with Tree(s) and/or Vine(s) of the same planting density, age, variety and species that You have individually specified in the Schedule of Insurance.

Block Declared Value:

The Block Declared Value is calculated as follows:

Area of Block (ha) x (Tree(s) and/or Vine(s) Value per Hectare + Re-establishment Costs per Hectare + Netting Replacement Value per Hectare).

Block Declared Value Tree(s) and/or Vine(s):

The Block Declared Value Tree(s) and/or Vine(s) is calculated as follows:

Area of Block (ha) x Tree(s) and/or Vine(s) Value per Hectare.

Block Infrastructure:

Your share of fencing, roads, bridges, reservoirs, irrigation laterals and sprinkler heads (including above ground pipes and equipment for supplying and/or drawing from them) within or on the boundary of the Block(s). It does not include buildings or structures greater than four (4) square metres in floor area.

Block Loss:

The percentage of Tree(s) and/or Vine(s) Destroyed per Block, as determined by the Loss Adjuster.

Claims Preparation Costs:

The reasonable and necessary professional fees and expenses, as approved by the Loss Adjuster, which are payable by You for the preparation of claims made under the Policy arising as a direct result of an Insured Event(s) or an optional Insured Event (where the optional Insured Event(s) is specified in the Schedule of Insurance as covered).

Destroyed:

The Tree(s) and/or Vine(s), Trellis Equipment or Netting is damaged to such an extent that it is no longer suitable for its Intended Purpose as a direct result of an Insured Event(s) or an optional Insured Event (where the optional Insured Event(s) is specified in the Schedule of Insurance as covered).

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. A separate Excess is payable in relation to each Loss Occurrence Period.

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.

Frost:

The occurrence of an air temperature less than zero (0) degrees Celsius which results in freezing of crop surface water or freezing of internal plant cell moisture, resulting in death of dormant flower buds, dieback of Tree(s) and/or Vine(s) and Frost damage to tender shoots.

Graft(ed/ing):

The technique whereby tissues of plants are joined for the purposes of growing commercial plants.

Hail:

The physical damage to Tree(s) and/or Vine(s) and Netting 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.

Impact:

A collision between Tree(s), Vine(s) or other insured Assets 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.

Impaired:

Where a Tree or Vine has been weakened, diminished or physically and negatively affected by Hail and/or Fire. Impaired does not mean Destroyed.

Insured:

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

Insured Event:

The type of Insured Event(s) and/or optional Insured Event(s) covered under the Policy (see in Sections 2.2 and 2.3).

All occurrences or events (including continuous or repeated exposure to substantially the same general conditions) of a series consequent upon or attributable to one source or original cause are treated by Us as one Insured Event.

All Fire(s) arising from a single Point of Ignition will be deemed one Insured Event.

Irrespective of the above, if a Fire arises from:

- a Malicious Act, that Malicious Act and the Fire will be deemed to be a single Insured Event of Fire;
- Impact, that Impact and the Fire will be deemed to be a single Insured Event of Fire.

For the avoidance of doubt, if a Fire arises from an Insured Event other than those listed above, that Fire and the other Insured Event will be treated as separate Insured Event(s).

Insured Event Limit:

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

Intended Purpose:

The intended end use of the Tree(s) and/or Vine(s) as specified in the Schedule of Insurance.

Lightning:

The occurrence of a natural electrical discharge of very short duration and high voltage between a cloud and the ground, accompanied by a bright flash which destroys the Tree(s) and/or Vine(s).

Local Time:

The applicable time zone currently being observed for the state in which Your Property(ies) are located. When Your Property(ies) are located or spread over multiple states then the time zone being observed for the Property 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;
- forty eight (48) consecutive hours for Windstorm and Frost;
- twenty four (24) consecutive hours for all other Insured Event(s) and optional Insured Event(s), commencing from the time specified by You, which cannot be earlier than the commencement time and date of the Period of Insurance and the occurrence of the relevant Insured Event or optional Insured Event and cannot be later than the expiry time and date of the Period of Insurance.

Malicious Act(s):

A deliberate act by a person or persons resulting in damage to or destruction of Tree(s) and/or Vine(s). Any deliberate act, including Arson, committed by one or more of the following persons is not considered to be a 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.

Netting:

The woven material (including the posts, strainers and wire that forms its support structure) installed above Your Block(s) planted with Tree(s) and/or Vine(s) and designed to provide protection against attack by birds, damage from Hail or to provide shade.

Netting Replacement Value:

The per hectare replacement cost of the Netting specified in the Schedule of Insurance.

Netting Depreciated Value:

The per hectare amount calculated at the time of a loss utilising a straight line depreciation to zero (0) value over eight (8) years applied to the Netting Replacement Value from the installation date of the Netting.

Nursery:

A commercial wholesale operation where plants are grown in the ground outside for the purpose of being harvested or later transplanted to a permanent location.

Period of Insurance:

The period of time during which cover is provided under Your Policy as specified in the Schedule of Insurance. On each renewal that We agree to enter into, a new and separate Period of Insurance commences and the Period of Insurance is not treated as being extended on each renewal which is a new and separate contract with You.

Point of Ignition:

The time and place at which a Fire commences, however:

- if the cause of the Fire was Arson, each individual Point of Ignition committed by the same person or persons over a continuous forty eight (48) hour period will be considered a single Point of Ignition;
- if the cause of the Fire was a Lightning strike, each individual Point of Ignition caused by Lightning strike over a continuous forty eight (48) hour period will be considered a single Point of Ignition;
- for all other instances where the Fire has originated from the same single cause each individual Point of Ignition over a continuous twenty four (24) hour period will be considered a single Point of Ignition.

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.

Property(ies):

The location where the Tree(s) and/or Vine(s) are situated, incorporating the latitude and longitude coordinates specified in the Schedule of Insurance.

All Block(s), groves, orchards, vineyards, Tree(s) and/or Vine(s) owned or managed by You within five hundred (500) metres of each other at the nearest point of live Tree(s) and/or Vine(s) will be considered part of the same Property.

Property Declared Value all Assets:

The sum of all the Block Declared Values for each Property.

Property Declared Value Tree(s) and/or Vine(s):

The sum of all of the Block Declared Value Tree(s) and/or Vine(s).

Re-establishment Costs:

The per hectare Re-establishment Costs of Removal of Debris, Replanting Costs, Block Infrastructure and Trellis Equipment as specified in the Schedule of Insurance.

Remediation Works:

The costs necessarily and reasonably incurred to straighten Tree(s) and/or Vine(s) that are not older than four (4) years which are not Destroyed but are leaning from the vertical axis as a result of Windstorm that occurs during the Period of Insurance.

Removal of Debris:

The removal and disposal of Destroyed Tree(s), Vine(s) and other insured Assets including removal and disposal of undamaged Tree(s), Vine(s) and other insured Assets on the Property(ies) to obtain access for the purpose of removal of Destroyed Tree(s), Vine(s) and other insured Assets where these undamaged Tree(s), Vine(s) and insured Assets will be considered part of the claim.

It does not include the removal, disposal, felling and/or destruction of any other parties' undamaged Tree(s), Vine(s) or property.

Replant(ing):

The physical action of preparing the Block(s) and the placement of Seedlings, Rootstock or Grafted plants in the ground of the Block(s) for future growth of Tree(s) and/or Vine(s) to fulfil the future Intended Purpose as specified in the Schedule of Insurance.

Replanting Costs:

The costs necessarily and reasonably incurred to Replant Tree(s) and/or Vine(s) of the same species which have been Destroyed, provided these costs have been agreed with the Loss Adjuster prior to being incurred.

Rootstock:

The plant used for plant propagation for roots on to which another variety or species is Grafted.

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.

Seedling(s):

The established Grafted or non-Grafted plants that are grown at the Nursery to be harvested and transplanted to the orchard or vineyard as fruiting Tree(s) and/or Vine(s).

Tree(s):

The individual standing species of fruiting Tree(s) specified in the Schedule of Insurance.

Tree(s) and/or Vine(s) Value per Hectare:

The value per hectare for Tree(s) and/or Vine(s).

Trellis Equipment:

The posts, strainers, wire, wire strainers, clips, that form the support structure required for growing Tree(s) and/or Vine(s).

Vine(s):

The individual standing species of fruiting Vine(s) specified in the Schedule of Insurance.

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.

Windstorm:

Violent wind (including cyclone and tornadoes) that results in physical damage or destruction of Tree(s) and/or Vine(s) due to snapping of Tree and/or Vine stems, uprooting of Tree(s) and/or Vine(s) or leaning of Tree(s) and/or Vine(s) away from the vertical axis to such an extent that, in the opinion of the Loss Adjuster, would be inconsistent with generally accepted management principles to continue growing them.

You / Your:

The Insured named in the Schedule of Insurance.

2. What We Insure

2.1 Insuring clause

Where:

- an Insured Event(s) or an optional Insured Event(s) occurs during the Period of Insurance; and
- within twelve (12) months of the relevant Insured Event or optional Insured Event the Loss Adjuster determines that as a direct result of the Insured Event or optional Insured Event and subject to no other cause intervening not covered by the Policy, Your Tree(s) and/or Vine(s), Block Infrastructure, Trellis Equipment and Netting have been Destroyed,

We will pay You in accordance with Section 3. What We Will Pay, subject to the other terms and conditions (including any exclusions and limitations) of the Policy.

The Insured Event of Fire will be deemed to occur during the Period of Insurance if:

- the Point of Ignition was on a Block and the Point of Ignition occurred on or after the commencement time and date of the Period of Insurance; or
- the Point of Ignition was on an area or compartment of land other than a Block and the date You nominated as the commencement of the first Loss Occurrence Period in relation to that Fire is on or after the commencement time and date of the Period of Insurance.

2.2 Automatically covered Insured Event(s)

The following Insured Event(s) are covered by the Policy:

2.2.1 Fire (including Backburning)

2.2.2 Malicious Act(s)

2.2.3 Impact

2.2.4 Lightning

2.3 Optional Insured Event(s)

The following Insured Event(s) are optional and are only covered under the Policy if specified in the Schedule of Insurance as covered:

2.3.1 Windstorm (including Remediation Works)

2.3.2 Hail

2.3.3 Frost

2.4 Conditions applying to all Insured Event(s)

The Insured Event(s) or optional Insured Event(s) must occur during the Period of Insurance. The most We will pay during the Period of Insurance for any and all losses combined arising from an Insured Event (including optional Insured Event(s) is the Insured Event Limit.

We will not pay more than the Aggregate Limit of Liability specified in the Schedule of Insurance during the Period of Insurance for any one claim and all claims combined under the Policy.

Individual Insured Event(s), optional Insured Event(s), optional insurance covers and additional benefits may be subject to separate sub-limits as specified in this Policy wording, the Schedule of Insurance or other documents that make up the Policy.

Rootstock is not covered under this Policy. The Seedlings at the Nursery are covered only after establishment, i.e. when the Grafted Rootstock successfully develops growth of the Grafted bud, shoot or other attached plant matter. Natural die off of the Grafted plants following a Grafting procedure is not covered by this Policy.

2.5 Optional insurance covers

The following covers only apply if specified in the Schedule of Insurance as applicable:

2.5.1 Firefighting expenses

Where applicable, We will cover You for expenses necessarily and reasonably incurred by You during the Period of Insurance for the purpose of extinguishing a Fire at or within 5km of the insured Property(ies) where such Fire poses an obvious and direct threat to the Tree(s) and/or Vine(s) but excluding costs arising from Backburning. Claims will be settled in accordance with Section 3.2.1 Firefighting expenses, subject to the other terms, conditions, exclusions and limitations of the Policy.

2.5.2 Netting

Where Your Schedule of Insurance specifies You are covered for Netting, We will cover You for Your Netting which is Destroyed. Claims will be settled in accordance with Section 3.2.2 Netting, subject to the other terms, conditions, exclusions and limitations of the Policy.

2.5.3 Partial loss

Where Your Schedule of Insurance specifies You are covered for partial loss, We will cover Your Tree(s) and/or Vine(s) that are Impaired but not Destroyed by the Insured Event of Fire (including Backburning) and/or the optional Insured Event of Hail. Claims will be settled in accordance with Section 3.2.3 Partial loss, subject to the other terms, conditions, exclusions and limitations of the Policy.

Partial loss is not available to Nursery plants or Seedlings grown at a Nursery.

2.5.4 Re-establishment Costs

Where applicable, We will cover You for the removal and disposal of Destroyed Tree(s), Vine(s) and other insured Assets including removal and disposal of undamaged Tree(s), Vine(s) and other insured Assets on the Property(ies) to obtain access for the purpose of removal of Destroyed Tree(s), Vine(s) and other insured Assets where these undamaged Tree(s), Vine(s) and insured Assets will be considered part of the claim.

2.6 Additional benefit - Claims Preparation Costs

We will pay You for additional expenses due to Claims Preparation Costs arising as a direct result of an Insured Event(s) and/or optional Insured Event(s) which occurs during the Period of Insurance. Claims will be settled in accordance with Section 3.4 Claims Preparation Costs, subject to the other terms, conditions, exclusions and limitations of the Policy.

3. 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.

3.1 Destroyed Tree(s) and/or Vine(s) calculation

In relation to each Loss Occurrence Period, We will pay You the sum of Block Losses, plus any amount for additional benefits and optional insurance cover specified below, less the applicable Excess. The calculation of the claim amount will be subject to the Insured Event Limit for the relevant Insured Event(s) or optional Insured Event(s), and the sub-limit for the relevant additional benefit and optional insurance cover.

3.1.1 Block Loss

The Block Loss is calculated by summing the following amounts:

- the percentage of Tree(s) and/or Vine(s) Destroyed per Block as determined by the Loss Adjuster during the Loss Occurrence Period multiplied by the Block Declared Value Tree(s) and/or Vine(s); and
- if specified in the Schedule of Insurance as applicable, the Re-establishment Costs for Removal of Debris and Replanting Costs and the lesser of the replacement or repair costs for Block Infrastructure and Trellis Equipment as determined by the Loss Adjuster during the Loss Occurrence Period; and
- if specified in the Schedule of Insurance as applicable, the amount to repair or replace the Netting or the Netting Depreciated Value as determined in 3.2.2.

3.2 Optional insurance covers

3.2.1 Firefighting expenses

Where applicable, We will pay the sum of firefighting expenses. Where a claim is made in respect to firefighting expenses and there is no loss to the insured Tree(s) and/or Vine(s), a single firefighting expenses Excess, as specified in the Schedule of Insurance, is payable. Where a claim is made in respect of both firefighting expenses and Destroyed Tree(s) and/or Vine(s), a single Policy Excess is payable in relation to the combined loss.

The most We will pay for these costs is the sub-limit specified in the Schedule of Insurance for firefighting expenses.

3.2.2 Netting

In relation to each Loss Occurrence Period, where Your Schedule of Insurance specifies You are covered for Netting and Your Netting is Destroyed, the amount We will include in the assessment of the Block Loss will be the lesser of the following:

- the percentage of the Netting Destroyed per hectare multiplied by the Netting Depreciated Value; or
- the cost to replace the Netting; or
- the cost to repair the Netting.

We will not pay more than the Netting Replacement Value per hectare for each damaged hectare during the Period of Insurance.

3.2.3 Partial loss

In relation to each Loss Occurrence Period, where Your Schedule of Insurance specifies You are covered for partial loss, the most We will pay You for the cost of repairing or restoring the Tree(s) and/or Vine(s) is \$2,500 per hectare or 50% of the Tree(s) and/or Vine(s) Value per Hectare, whichever is the lesser. Such costs will be agreed with the Loss Adjuster prior to being incurred. Growing costs which would have been incurred in any event had the damage not occurred, will be excluded.

The calculation of the claim amount will be subject to the Insured Event Limit of Fire (including Backburning) and/or the optional Insured Event of Hail and the sub-limit for the relevant additional benefit.

We will not pay more than the Aggregate Limit of Liability specified in the Schedule of Insurance during the Period of Insurance.

Partial loss is not available to Nursery plants or Seedlings grown at a Nursery.

A separate Excess is applicable to partial loss claims which is specified in the Schedule of Insurance.

3.3 Remediation Works (young Tree(s) and/or Vine(s))

The most We will pay for Remediation Works (young Tree(s) and/or Vine(s) in respect of any one optional Insured Event of Windstorm and in the annual aggregate is \$2,500 per hectare up to a maximum of 50% of the Insured Event Limit for Windstorm across all affected Block(s).

We will not pay more than the Windstorm Insured Event Limit, specified in the Schedule of Insurance, in the aggregate for Tree(s) and/or Vine(s) Destroyed by Windstorm and for Remediation Works (young Tree(s) and/or Vine(s)).

3.4 Claims Preparation Costs

We will pay for the reasonable and necessary professional fees and expenses payable by You for the preparation of claims made under the Policy.

The most We will pay for these costs is the sub-limit specified in the Schedule of Insurance for Claims Preparation Costs.

3.5 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.

3.6 Goods and Services Tax

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

3.6.2 Total Sum Insured

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

3.6.3 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 Block Declared Value Tree(s) and/or Vine(s), 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.

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

4. Exclusions

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

- a) propagating Rootstock. In addition, cover is not provided for Grafting survival rate nor will cover be provided for transplanting survival rate;
- b) delays in appropriate harvesting dates as proposed in Your Application even if delayed due to an Insured Event or optional Insured Event;
- c) Tree(s) and/or Vine(s) grown for the harvest of buds, flowers or greenery;
- d) collapse or failure of structures including Trellis Equipment, unless as a direct result of an Insured Event or optional Insured Event;
- e) natural die off of Tree(s) and/or Vine(s);
- f) rainfall or Flood;
- g) deliberate acts carried out by You or with Your permission, except where it is to avoid or reduce physical damage that would otherwise happen;
- h) soil erosion, subsidence or landslip, or any earth movement

- whether naturally or artificially caused;
- i) disease, unless caused solely and directly by an Insured Event(s) or optional Insured Event(s);
- j) any consequential loss howsoever caused, unless specifically provided for in the Policy;
- k) gradual deterioration, decay, contamination, animals, birds, pests (including uninsured plant species), termites, vermin, insects, larvae or pest-borne disease howsoever caused (regardless of whether the loss occurs because of an Insured Event or optional Insured Event covered by this Policy);
- l) the use of chemicals;
- m) 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;
- n) 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;
- o) 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;
- p) earthquake, volcanic eruption or any Fire that arises from either of these events;
- q) subterranean Fire;
- r) 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;
- s) any movement in value or price of the Tree(s) and/or Vine(s);
- t) 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.

5. General Conditions

5.1 Other insurances

You must give notice to Us of any other insurance which covers any or all of the Tree(s), Vine(s) and Netting or other insured property against loss or physical 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 the other insurance has been exhausted.

5.2 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.

Any additional expenses and optional insurance cover in Sections 2.5 and 2.6 agreed with the Loss Adjuster will be reimbursed after such expenses have been incurred. No claim will be paid until You have paid the Excess (where applicable) in full.

5.3 Assignment of interest

If You wish to transfer Your interest in the Property(ies) or Tree(s) and/or Vine(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.

5.4 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 any 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.

The calculation of the refund of premium will be weighted according to the seasonal nature of the Insured Event(s) and optional Insured Event(s) and is at Our full discretion.

5.5 Good management

Your Policy is issued to You on the understanding that You will take all reasonable steps necessary to provide protection and preservation of Tree(s), Vine(s) and other insured property both before and after any loss, by adopting and complying with generally accepted farming and Fire management practices (including planting within recognised planting windows, ongoing weed controls, Backburning during recommended times and the application of fertilizer and water for the preservation of the Tree(s) and/or Vine(s) as may be laid out in Government and local legislation, by statutory authorities, fire brigades, and as detailed in any industry code of practice for perennial fruit production.

If We or the Loss Adjuster determines that Our interests have been prejudiced, or the claim amount has been increased as a result of a widespread or systemic failure to comply with generally accepted management practices, then We may reduce Your claim or avoid any claim in full, to the extent permitted by law.

5.6 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 physical damage is occasioned by Your wilful act or with Your connivance, We may refuse to pay the claim.

5.7 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.

5.8 Preventing Our right of recovery

Where another person is liable to compensate You for any loss, destruction or physical 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 physical damage.

5.9 Third party interests

Before You enter into Your Policy, You must inform Us of the interests of all third parties (e.g. financiers, lessors etc.) who have an interest in the insured property to be covered by the Policy. We will cover 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 parties:

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

Notational Liability means the amount for which We would have been liable to You in respect of the particular claim if You 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.

5.10 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 Tree and/or Vine production 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 Tree and/or Vine production.

5.11 Inspection of Tree(s) and/or Vine(s)

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

5.12 Changes to the cover

We will not accept any decrease in the Tree(s) and/or Vine(s) Value per Hectare or the Netting Replacement Value. We may accept an increase in the value per hectare, which You submit in writing and We consider to be reasonable. Alterations to the cover will take effect forty eight (48) hours after acceptance by Us of Your request. We will not accept any increase in the value per hectare after or during any event which may lead to a claim.

5.13 You must insure Your whole Property(ies) – application of the average provision

You must insure Your whole Property unless You have declared a Block 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 Tree(s) and/or Vine(s) of the type insured by the Policy and grown on the Property 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.

5.14 Destroyed Tree(s) and/or Vine(s)

Once We have paid a claim for Tree(s) and/or Vine(s) deemed to have been Destroyed because of an Insured Event or optional Insured Event under this or any other Policy issued by Us, it cannot be the subject of any further claim under this or any other Policy issued by Us.

5.15 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.

5.16 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.

6. Making A Claim

6.1 Notifying a claim

On the occurrence of any loss or physical damage covered by this Policy, You must give notice to Us within forty eight (48) hours stating the time when the loss or physical damage occurred, the cause, a description of the insured property which is the subject of the claim, a detailed Property(ies) map showing the exact location of all damaged Tree(s) and/or Vine(s), an estimate of the nature and extent of the physical damage and details of any other insurances under which You are entitled to claim for the same loss or physical 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
Website: www.pum.com.au

6.2 Required assistance

You must give Us all reasonable assistance that We may require to assess the nature and extent of the loss or physical 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 physical damage to the Tree(s) and/or Vine(s) or other insured property covered by this Policy, 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.

6.3 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 Tree(s) and/or Vine(s) or Assets has been caused by Arson or Malicious Act(s).

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:** trees@pum.com.au
www.pum.com.au

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

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