



> Fruiting Trees Policy Wording

> Thankyou

For choosing to insure Your Trees or Vines with Rural Affinity

What We would like You to do

1. Please take the time to read Your policy wording and Schedule, making sure that all details are correct.
2. Keep Your policy wording and Schedule in a safe place so that You can refer to them easily.
3. If You have any questions about Your insurance cover, You should contact Your insurance adviser.
4. When contacting Rural Affinity, please quote the policy number which is printed on Your Schedule.

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› Important information

Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. In transacting this insurance, Rural Affinity is acting as an agent for Great Lakes Reinsurance (UK) PLC.

Who is the Insurer?

This insurance is underwritten by Great Lakes Australia, an authorised Australian insurer, regulated by the Australian Prudential Regulation Authority ('APRA').

Great Lakes Australia is a branch of Great Lakes Reinsurance (UK) PLC (ARBN 127 740 532, ABN 18 964 580 576, AFS Licence No. 318603), trading as "Great Lakes Australia" which is a limited liability company incorporated in England and Wales and a wholly owned subsidiary of the Munich Re Insurance Company. The Munich Re Group is one of the largest insurance groups in the world.

Great Lakes Australia has strong financial security characteristics. However, please note that ratings can vary from time to time. You can check Great Lakes Australia's current rating at the following website:

Standard & Poors: www.standardandpoors.com

Great Lakes Australia can be contacted as follows:

143 Macquarie Street, Sydney, NSW, 2000
PO Box H35 Australia Square, Sydney, NSW, 1215
(02) 9272 2050 | reception@gla.com.au | www.gla.com.au

Great Lakes Australia is a party to the General Insurance Code of Practice. You can access the Code at www.codeofpractice.com.au or via the Great Lakes Australia website.

Your Duty of Disclosure

Before You enter into a contract of insurance with Us, the *Insurance Contracts Act 1984* requires You to provide Us with the information We need to enable Us to decide whether and on what terms Your proposal for insurance is acceptable and to calculate how much premium is required for Your insurance.

You will be asked various questions when You apply for this policy. When You answer these questions, You must:

1. give Us honest and complete answers,
2. tell Us everything You know, and
3. tell Us everything that a reasonable person in the circumstances would be expected to tell Us.

What You do not need to tell Us

You do not need to tell Us about any matter:

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

Who does the duty apply to?

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

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

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

› Important information (continued)

Privacy

We and Great Lakes Australia are bound by the requirements of the *Privacy Act 1988*, which sets out standards on the collection, use, disclosure and handling of personal information.

We collect personal information from You for the purpose of providing You with insurance products and services and for processing and assessing claims.

Personal information is treated with care. We will not release Your personal information to anyone else other than Great Lakes Australia, its related entities, Your insurance intermediary or as permitted or required by law.

If You make a claim under this insurance, We may disclose information to (and/or collect additional information about You from) claims investigators, claims managers, assessors and lawyers.

You have the right to seek access to Your personal information and to correct it at any time.

If You require further information or would like a copy of Our Privacy Policy please contact Our Privacy Officer on 02 9496 9300 or write to Us at the address given further below. A copy of Our Privacy Policy can also be obtained from Our website.

Details on Great Lakes Australia's Privacy Policy can be found at www.gla.com.au or by contacting them:

The Privacy Officer
143 Macquarie Street, Sydney, NSW, 2000
(02) 9272 8000 | privacyofficer@gla.com.au

Dispute resolution

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You have a complaint please first try to resolve it by speaking to the relevant member of Our staff.

If the matter is still not resolved, please then contact Our Internal Disputes Resolution Officer on or by writing to Us at the address given above. We will acknowledge receipt of Your complaint within 3 working days.

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

If You are a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Financial Ombudsman Service ("FOS"). The FOS is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns.

For further details you can visit their website www.fos.org.au or contact them:

GPO Box 3, Melbourne, VIC, 3001
1300 78 08 08 | info@fos.org.au

Cost of Insurance

When We calculate Your insurance premiums, We take into account the following factors:

1. the insured events which are covered;
2. the type of fruiting trees and/or vines;
3. the location of the fruiting trees and/or vines;
4. the surrounding land use;
5. your fire management resources;
6. the excess which applies;
7. the Sum Insured selected by You.

> Important information (continued)

Words with special meaning

In this policy wording and Your Schedule there are words which have a special meaning. These words appear with a capital first letter. The meaning of these words is shown in the Definitions section on page 10 of this policy wording.

Jurisdiction

Should any dispute arise in relation to Your policy, it will be dealt with in the Australian state or territory where You purchased the policy, and in accordance with the laws of that Australian state or territory.

> Our agreement

When You have paid (or agreed to pay) the premium to Us, We will give You the cover described in this policy.

The policy consists of:

1. Your proposal;
2. this policy wording;
3. the Schedule.

> Who is covered?

The person or organisation named in the Schedule is covered under this policy. In the policy wording and Schedule, they are referred to as "You" or "Your".

To protect anyone else with rights over Your Trees (such as a finance provider) You should have them named on Your Schedule.

No interest in this policy can be transferred or assigned without written agreement by Us.

> Period of cover

Cover begins 96 hours after 9am on the day We agree to accept Your proposal for the first time and ends at 4pm on the expiry date listed on Your Schedule.

> The cover

This policy covers standing Trees against Damage caused directly by an insured event which occurs during the period of cover.

The insured events are:

1. fire;
2. impact by a road or rail vehicle;
3. impact by an aircraft or anything dropped from an aircraft, other than chemicals.

Where shown on Your Schedule, cover will also be provided for impact by hail and/or windstorm.

Claims will be settled according to the Basis of settlement and are subject to the terms, exclusions and conditions of this policy.

The maximum amount We will pay for any claim under this policy is the Sum Insured shown on the Schedule, less any Excess, unless otherwise stated in the policy wording.

> Additional benefits

The following benefits are automatically provided.

Claims preparation costs

We will pay for costs necessarily and reasonably incurred for the preparation of a valid claim under this policy. These costs must be approved by the loss adjustor before they are incurred.

The most We will pay for any one claim is \$10,000 or the amount specified on the Schedule, whichever is the greater.

Fire fighting costs

We will pay for additional costs necessarily and reasonably incurred to extinguish a fire which is at or in the immediate vicinity of the Trees and poses a direct threat to the Trees. We will not pay Your normal expenses for staff and equipment overheads.

The most We will pay during any one period of cover is \$10,000 or the amount specified on the Schedule, whichever is the greater.

Claims mitigation expenses

This additional benefit covers the reasonable additional expenses required to minimise or reduce the size of any claim under Your policy. The loss adjustor will determine the extent of any claims mitigation expenses. The most We will pay during any one period of cover is \$25,000 or the amount specified on the Schedule, whichever is the greater.

> Optional benefit

This benefit does not apply unless it is listed on the Schedule.

Re-establishment costs

Where insured Trees are no longer commercially viable as a direct result of an insured event, We will pay for You the costs incurred to replant those Trees.

The most We will pay for this optional benefit is the re-establishment cost sum insured per hectare shown on Your Schedule for each hectare affected.

Removal of debris

If Your Trees have been Damaged by an insured event and We have agreed to pay Your claim, We will also pay the reasonable and necessary cost of removing and disposing of the Damaged Trees. The costs must be approved by the loss adjustor before they are incurred.

The most We will pay during any one period of cover is \$1,500 per hectare for each Damaged hectare up to the maximum amount specified on the Schedule.

> Basis of settlement

The amount of any claim will be calculated as follows:

multiply the Block Sum Insured by the Gross Loss Percentage.
add any payments for "Additional Benefits" or "Optional Benefits"
subtract the Excess

> Exclusions

This policy does not cover any claim arising directly or indirectly from:

1. war or warlike activities;
2. anything nuclear or radioactive;
3. insured events that occurred before the contract was entered into;
4. a deliberate act carried out by You or by any person acting with Your permission, except when it is to avoid or reduce Damage that would otherwise happen;
5. lawful seizure, confiscation or requisition by an order of any Government, Public or Local Authority. We will pay for Damage that occurs as a result of the order if it prevents or attempts to prevent a loss that would be covered under this policy; or
6. any act of Terrorism.

We will not pay for

1. consequential loss of any kind
2. any Damage which is caused directly by snow, or which would not have occurred if snow had not been present.
3. any loss which is caused by pests or disease regardless of whether the pest or disease occurred as a result of an insured event.

> Claims conditions

In the event of a claim

As soon as You become aware of any loss that may result in a claim under this policy You must:

1. contact Us as soon as possible (within 48 hours), telling Us the time that the Damage occurred and the details of the Trees for which a claim is being made;
2. complete Our claim notification form and give it to Us promptly;
3. take all reasonable steps to reduce the loss and avoid any further loss or Damage;
4. give Us and Our representatives free access to assess any claim;
5. try to get the details of any other person or property involved and details of any witness;
6. report to the police if You suspect arson or malicious damage. You must do this as soon as possible;
7. tell Us the identity of anyone who has an interest in the Trees;
8. tell Us about any other insurance which covers the Trees.

You must not do or say anything which may disadvantage Our ability to make a recovery against any other person.

In the event of a claim, Rural Affinity can be contacted on 02 9496 9300.

After Your claim is made

After We have paid a claim under this policy, We have the right to take over any legal right of recovery which You have. If We do this, it will be for Our benefit and at Our expense. You must not do anything that prevents Us from doing this and You must give Us any information or assistance We require.

If anybody compensates You for Damage after We have paid a claim for the Trees, You must reimburse Us for that payment. You must do this as soon as the compensation is made.

> General conditions

If You do not follow these conditions, We may refuse to pay or reduce a claim by an amount that fairly represents the extent to which Our interests have been prejudiced.

Care and Protection

Reasonable care and protection must be taken to ensure the protection and preservation of the Trees at all times.

Cancelling the policy

By You

You may cancel the policy by writing to Us. However, no premium will be returned if You cancel the policy.

By Us

We have a right to cancel this policy under certain circumstances. If We cancel Your policy, We will inform You in writing and refund all premium You have paid Us for the time remaining on the policy.

Inspections

We (or Our representatives) have the right to inspect and examine, by mutual appointment, any Trees or records relating to Your Trees.

Underinsurance

You must insure Your whole area of Trees.

If the actual area of Your Trees is found to be greater than the area insured, all claims will be reduced by the proportion that the insured area represents of the actual area.

> Definitions

Block Sum Insured

Means the amount shown on the Schedule.

Damage(d)

Means Trees which are no longer commercially viable as a direct result of an insured event.

Where a Tree loses limbs as a direct result of an insured event but remains commercially viable, the Tree will be considered partially Damaged. The proportion of the Tree considered Damaged will be the contribution of the lost limbs to the total productivity of the Tree prior to the insured event.

Gross Loss Percentage

Means the proportion of Trees Damaged in the block expressed as a percentage of the total Trees in the block.

Excess

Means the amount You must contribute in the event of a claim, each and every Occurrence. We will not pay for Damage up to the amount shown on the Schedule.

Occurrence

Means all losses which arise as a result of a single event or series of events. The duration of an Occurrence for each peril is as follows:

1. 168 hours for fire resulting from any one ignition point;
2. 24 hours for all other perils.

Schedule

Is the document which contains details of the policy which are specific to You. If the policy is changed, We will give You an updated Schedule.

Terrorism

Means an act, including but not limited to the use of force, violence or the threat thereof, of any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government (s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Trees

Means the Trees described on the Schedule.

We/Us/Our

Means Rural Affinity acting under a binder as an agent of Great Lakes Australia.

You/Your

Means the person or organisation named in the Schedule as the insured.



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