



## > Plantation Timber Policy Wording

## › Thankyou

### For choosing to insure Your plantation 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 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?

The policy is insured by Great Lakes Reinsurance (UK) PLC. Great Lakes is a company incorporated in England and Wales and is a limited liability company. Great Lakes is registered on the New Zealand Companies Register as an overseas company.

Great Lakes is a subsidiary of the Munich Reinsurance Company. Great Lakes enjoys the AM Best Company's financial strength rating of A+ (Superior) as at 6 April 2010.

The AM Best Company rating scale is:-

A++ (Superior)	A+ (Superior)	A (Excellent)	A- (Excellent)
B++ (Good)	B+ (Good)	B (Fair)	B- (Fair)
C++ (Marginal)	C+ (Marginal)	C (Weak)	C- (Weak)
D (Poor)	E (Under Regulatory Supervision)	F (In Liquidation)	S (Suspended)

### Breach of Condition, Misrepresentation or Non-Disclosure

This Policy will be void in the event of any misrepresentation or non-disclosure of any material fact. However, this insurance will not be prejudiced by:

- Any innocent misrepresentation or non-disclosure of any material particular;
- The breach of any condition or warranty without the knowledge and consent of the insured.

You must inform Us as soon as You become aware of any breach of this condition.

### 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 9 of this policy wording.

### Jurisdiction

Should any dispute arise in relation to Your policy, it will be governed by New Zealand Law and New Zealand Courts. Any settlement of claims will be made in New Zealand dollars.

### Taxes

The sums insured under this policy are deemed to include GST. No amounts will be paid in addition to the sums insured or limits shown on Your Schedule.

## > 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. Your Schedule.

## > Who is covered?

The person or organisation named in Your 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 Tree(s) (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 insurance

If You do not have existing cover, Your policy will incept 96 hours after 9am on the day We accept Your proposal for the first time.

The period of insurance is shown on Your Schedule.

## > The cover

This policy covers standing Trees against Destruction caused directly by an insured event from an Occurrence which commences in the period of insurance.

The insured events are fire lightning, explosion, thunderbolt, riot, strike, civil commotion, malicious damage, impact by a road or rail vehicle, impact by an aircraft or anything dropped from an aircraft, other than chemicals.

Where shown on Your Schedule cover will be extended to include:

1. Windthrow resulting in toppling, uprooting or stem breakage. Windthrow only applies for Trees aged 6 years and above at the time of Occurrence, and/or
2. Volcanic eruption and earthquake.

Insured events may be subject to limits. These limits will be shown on Your Schedule.

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

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

## > Additional benefits

The following benefits are automatically provided.

### Acts of Civil Authorities

We will pay for acts of destruction undertaken at the order of any lawfully constituted civil authority for the prevention or restriction of loss or damage to the property insured or for the safety of people or for the prevention of life.

### New plantings

New plantings which have occurred during the period of insurance and are not shown on Your Schedule will be covered under this policy. The most We will pay for new plantings is the cost incurred for removal of debris, preparation and replanting (including the costs of seedlings) subject to a maximum of \$1,000 per damaged hectare and \$25,000 in the period of insurance.

### Release

Wherever You are required by contractual agreement to release from liability any of the following, then such release is allowed without prejudice to this insurance:

1. The crown, the government or any organisation or entity owned or controlled by either of them,
2. Any municipal or local authority or any organisation or entity owned or controlled by either of them,
3. Any oil company,
4. The other signatories to a lease or mortgage,
5. Any other party where such agreement is declared to and agreed by Us.

## > Optional benefits

The following benefits do not apply unless specified on Your Schedule as being insured.

### Claims preparation costs

We will pay for costs necessarily and reasonably incurred for the preparation of a valid claim under this policy.

The most We will pay during the period of insurance is the amount specified on Your Schedule.

### 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.

We will also pay for any levies imposed on You under Section 46 of the Forest and Rural Fires Act 1977 for fighting any fires affecting the Trees insured or protecting the Trees insured from damage.

We will also pay for any costs recovered from You and for which You have paid under section 43 of the Forest and Rural Fires Act 1977, but only the portion of any costs which relate to the costs incurred for fighting any fires directly affecting the Trees.

We will not pay You any costs for which You are liable to pay under section 43 of the Forest and Rural Fires Act 1977 for fighting any fires beyond the boundary of the Trees.

The most We will pay during the period of insurance is the amount specified in Your Schedule.

## > Optional benefits (continued)

### Re-establishment costs

If Your Trees have been destroyed by an insured event and We agreed to pay Your claim, We will also pay the reasonable and necessary costs incurred of removing and disposing of the Destroyed Trees, preparing the land for replanting, the cost of new seedlings and the cost of replanting.

If You decide to use the land for another purpose other than for growing Trees, We will pay the equivalent costs incurred of removing and disposing of the Destroyed Trees and preparing the land for replanting.

We will also pay the cost for repairs or reinstatement of roadways, bridges, firebreaks, reservoirs and fences.

Replanting, repairs or reinstatement must commence within 24 months of the date of loss or damage unless We agree otherwise.

The most We will pay during the period of insurance is the amount calculated by multiplying the damaged hectares by the re-establishment sum insured per hectare specified on Your Schedule, or the limit for Re-establishment specified on your Schedule, whichever is the lesser.

## > Basis of settlement

The amount of any claim will be calculated as follows:

<b>multiply</b>	the Block Sum Insured by the Gross Loss Percentage.
<b>add</b>	any payments for "Additional Benefits" or "Optional Benefits"
<b>subtract</b>	the value of any Salvage
<b>subtract</b>	the Deductible

### Squaring off

At our Discretion, We may declare an area a total loss, if part of the area suffers from a partial loss, and it would not be consistent with recognised forestry management principles to continue to grow the remaining undamaged Trees in that area. Where this occurs the remaining Trees in the area declared a total loss will be considered Destroyed for the purpose of calculating a claim. However, the undamaged Trees must be harvested or cleared and will contribute to the value of any Salvage.

## > 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 this policy 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 direct result of the order of any lawfully constituted civil authority for the prevention or restriction of loss or damage to the property insured or for the safety of people or for the prevention of life.
6. any act of Terrorism; or
7. disease, weeds, insects or pests of any kind;
8. Windthrow damage to Trees less than 6 years of age at the time of Occurrence.

We will not pay for

1. consequential loss of any kind
2. any loss which is caused directly by snow, or which would not have occurred if snow had not been present.

## > 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 loss 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 Destruction;
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.

We will not pay a claim under this policy unless the claim has been notified to Us within 18 months of the estimated date of the loss or damage.

### 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 loss or Destruction 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.

### Set burns

Set burns are allowed provided You have provided Us with the details of the proposed date, a plan or map of the area to be burned, by whom authorised the set burn and approval in writing from Your forestry consultant.

### 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 forest.

### Underinsurance

You must insure Your whole forest.

If the actual area of Your forest 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 Your Schedule.

### **Destroyed / Destruction**

Means Trees which are no longer fit for the Intended Purpose as shown on Your Schedule as a direct result of an insured event.

### **Deductible**

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

### **Gross Loss Percentage**

Means the number of Destroyed Trees in a block expressed as a percentage of the total number of Trees in the block.

### **Intended Purpose**

Means the intended end use of the Trees as shown on Your Schedule.

### **Landslip**

Means the movement (whether by way of falling, sliding, or flowing, or by a combination thereof) of ground-forming materials composed of natural rock, soil, artificial fill, or a combination of such materials, which, before movement, formed an integral part of the ground; but does not include the movement of ground due to below-ground subsidence, soil expansion, soil shrinkage, soil compaction, or erosion.

### **Occurrence**

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

1. 168 hours for fire resulting from any one ignition point;
2. 72 hours for volcanic or earthquake eruption;
3. 24 hours for all other perils.

### **Salvage**

Means any income, less any costs associated with the Salvage effort, received from the sale or disposal of Trees for which a claim has been made. Costs associated with the Salvage effort will not include any normal staff or overhead costs incurred by You.

### **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 Your Schedule.

### **We/Us/Our**

Means Rural Affinity acting under a binder as an agent of Great Lakes Reinsurance (UK) PLC.

### **You/Your**

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



Rural Affinity Insurance Agency Pty Ltd  
Level 5, 7-9 Merriwa Street  
PO Box 236 Gordon NSW Australia 2072  
**T +61.2.9496.9300 | F +61.2.9496.9308**  
[www.ruralaffinity.com.au](http://www.ruralaffinity.com.au)

ABN 72 119 838 854 AFS Licence No. 302182

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