



## > Fruiting Trees Policy Wording

RAFT0719

## > Thankyou

### For choosing to insure Your Trees 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.

Effective 1 July 2019

Rural Affinity Insurance Agency Pty Ltd  
ABN 72 119 838 854 AFS Licence No. 302182

Underwritten by certain underwriters at Lloyd's

## > Table of contents

<b>Important information</b>	<b>1</b>
Who is Rural Affinity?	
Who is the Insurer?	
General Insurance Code of Practice	
Change to the policy wording	
Your Duty of Disclosure	
Privacy Statement	
Dispute resolution	
Service of Suit Clause	
Several Liability Notice	
Cost of insurance	
Words with special meaning	
Jurisdiction	
<b>Our agreement</b>	<b>3</b>
<b>Who is covered?</b>	<b>4</b>
<b>Period of cover</b>	<b>4</b>
<b>The cover</b>	<b>4</b>
<b>Additional benefits</b>	<b>4</b>
Claims preparation costs	
Fire fighting costs	
Claims mitigation expenses	
<b>Optional benefit</b>	<b>5</b>
Re-establishment costs	
Removal of debris	
<b>Basis of settlement</b>	<b>5</b>
<b>Exclusions</b>	<b>5</b>
<b>Claims conditions</b>	<b>6</b>
In the event of a claim	
After Your claim is made	
<b>General conditions</b>	<b>7</b>
Care and Protection	
Cancelling the policy	
Inspections	
Underinsurance	
Goods and Services Tax (GST)	
<b>Definitions</b>	<b>8</b>

## ➤ 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 a Lloyd's coverholder pursuant to a binding authority agreement.

### Who is the Insurer?

This insurance is underwritten by certain underwriters at Lloyd's. More information regarding the insurer can be found on our website at <http://ruralaffinity.com.au/about-the-insurer>.

### General Insurance Code of Practice

This policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the General insurance industry. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Change to the policy wording

From time to time and where permitted by law, We may change parts of the policy wording. We will issue You with a new policy wording or an endorsement if the change will adversely affect You. For any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, We may either:

- communicate the changes to You at the earliest opportunity; or
- issue an update on the Rural Affinity's website.

You can also contact Rural Affinity to find out what changes might have occurred and/or to obtain a paper copy of such notices on request.

### Your Duty of Disclosure

This policy is subject to the *Insurance Contracts Act 1984* (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). You need to tell Us immediately of any new information or changes to the answers that have been provided to Us and/or the disclosures You have made to Us throughout the Policy Period.

### 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 the non-disclosure is fraudulent, We may treat the policy as if it never existed and pay nothing.

## ➤ Important information (continued)

### Privacy

We are committed to the safe and careful use of Your personal information in the manner required by the *Privacy Act 1988* (Cth), the Australian Privacy Principles and the terms of this Policy. In this privacy section, “We”, “Us” and “Our” means the insurer and Rural Affinity as applicable.

We and Rural Affinity collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on Our and Rural Affinity’s behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our and Rural Affinity’s contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us and Rural Affinity with Your personal information, You consent to the disclosure of Your personal information to reinsurers, service providers and related entities in overseas countries to enable Us and Rural Affinity to assess Your application, to administer and manage Your insurance policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We and Rural Affinity may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We and/or Rural Affinity may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our and Rural Affinity’s privacy policies explain how You may access personal information that each of us holds, how to seek correction of Your personal information, how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access Rural Affinity’s Privacy Policy at [www.ruralaffinity.com.au/privacy](http://www.ruralaffinity.com.au/privacy).

### 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. Our staff member will offer to refer the matter to our Internal Dispute Resolution Officer, or you can Contact Our Internal Disputes Resolution Officer on (02) 9496 9300. We will acknowledge receipt of Your complaint in writing within 2 working days.

If the complaint relates to the insurance cover 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 not satisfied with the response from Our Internal Disputes Resolution Officer, You can contact Lloyd’s Australia to request a review of the complaint.

Contact details for Lloyd’s Australia Limited:

Level 9, 1 O’Connell Street, Sydney, NSW, 2000  
(02) 8298 0783 | [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If your dispute is not resolved in a manner satisfactory to you, you may refer the matter to the Australian Financial Complaints Authority (AFCA).

For further details You can visit their website [www.afca.org.au](http://www.afca.org.au) or contact them:

GPO Box 3, Melbourne, VIC, 3001  
1800 931 678 | [info@afca.org.au](mailto:info@afca.org.au)

Further details regarding our complaints process are available on request.

## › Important information (continued)

### Service of Suit Clause

In accepting this insurance We agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon Us may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell Street  
Sydney, NSW 2000  
who has authority to accept service and to enter an appearance on Our behalf;

if a suit is instituted against any of Us, We will abide by the final decision of such Court or any competent Appellate Court.

### Several Liability Notice

The obligations of any underwriter at Lloyd's under this insurance are several and not joint and are limited solely to the extent of each underwriters individual subscription. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

### Cost of Insurance

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

- |  |  |
|--|--|
| 1. the insured events which are covered; | 5. your fire management resources;           |
| 2. the type of fruiting trees;           | 6. the excess which applies;                 |
| 3. the location of the fruiting trees;   | 7. the Sum Insured selected by You; and      |
| 4. the surrounding land use;             | 8. the information You have disclosed to Us. |

### 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 8 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; and
- 4. any documents We tell You form part of the policy.

From time to time and where permitted by law, We may change parts of the policy. We will issue You with an endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Rural Affinity's website at [ruralaffinity.com.au](http://ruralaffinity.com.au). You can obtain a paper copy of updated information without charge by calling Rural Affinity or Your intermediary.

## > 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. any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillaging following any of these or the expropriation of property;
2. any consequence of ionizing radiation or radioactive contaminations from any nuclear fuel or waste which results from the burning or fission of nuclear fuel. The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it. Nuclear weapons material, nuclear pollution or contamination. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
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 or loss 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;
6. any act of Terrorism, including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism and including any costs or expenses arising directly or indirectly from any act of Terrorism;
7. claims for losses for which insurance is prohibited by law; or
8. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.



## > Exclusions (continued)

### **Sanctions Limitation and Exclusion Clause**

We will not pay any claim or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Whether or not caused by an insured event, 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; and
4. claims for losses for which insurance is prohibited by law.

## > 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 (less taxes and duties We cannot recover). There will be no refund if You have already made a claim or if circumstances have arisen entitling you to make a claim.

### 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.

### Goods and Services Tax (GST)

The Sum Insureds include Goods and Services Tax (GST).

If You are not registered for GST in the event of a claim We will reimburse You the GST component in addition to the amount that We pay.

The amount that We are liable to pay under this Policy will be reduced by the amount of any input tax credit that You are or may be entitled to claim for the supply of goods or services covered by that payment.

If You are entitled to an input tax credit for the premium, You must inform Us of the extent of that entitlement at or before the time You make a claim under this Policy. We will not indemnify You for any GST liability, fines or penalties that arise from or are attributable to Your failure to notify Us of Your entitlement (or correct entitlement) to an input tax credit on the premium.

If You are liable to pay an excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the excess.

## › 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 as a Lloyd's coverholder pursuant to a binding authority agreement.

### **You/Your**

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



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