



> Fruiting Trees and Vines Policy Wording

RAFT0720

› Thankyou

For choosing to insure Your Trees and/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.

Effective July 2020

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

This insurance is issued by Great Lakes Insurance SE
trading as Great Lakes Australia
(ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603)

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➤ Important information

Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd (“Rural Affinity”) ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. Rural Affinity arranges policies for and on behalf the Insurer. Rural Affinity acts under a binding authority given to it by the Insurer to administer and issue policies, alterations and renewals. In everything to do with this Policy, Rural Affinity acts as an agent for the Insurer and not for You.

The contact details for Rural Affinity are:
Level 4, 657 Pacific Highway, St Leonards NSW 2065
PO Box 160, St Leonards NSW 1590
T (02) 9496 9300 | www.ruralaffinity.com.au

Who is the Insurer?

This insurance policy is underwritten and issued by Great Lakes Australia Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL 318603) trading as ‘Great Lakes Australia’. More information regarding the insurer can be found on our website at www.ruralaffinity.com.au/about-the-insurer.

General Insurance Code of Practice

Great Lakes Australia is a signatory to the General Insurance Code of Practice (‘the Code’). The Code aims to raise standards of service between insurers and their customers. Rural Affinity’s service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact Us or visit 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 only do so if, from the view of a person deciding whether to buy this insurance, the changes are not materially adverse to You.

If We make such changes 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 and the insurer’s Privacy Policy and Privacy Statement at www.munichre.com/gla/en/about-us.html.

Dispute resolution

Any complaints about Our products or services are taken seriously by Us and Rural Affinity and will be dealt with fairly and promptly.

If You have a complaint please first try to resolve it by speaking to the relevant member of the Rural Affinity staff. Rural Affinity can assist by referring the matter to their Internal Dispute Resolution Officer.

You can contact Rural Affinity by:

Phone: (02) 9496 9300

Fax: (02) 9496 9308

Email: disputes@ruralaffinity.com.au

Mail: Internal Disputes Resolution Officer, Rural Affinity
PO Box 160, St Leonards NSW 1590

If Rural Affinity require additional information, they will contact You to discuss. If Your complaint is not immediately resolved Rural Affinity will respond within 15 business days of receipt of Your complaint or agree a reasonable alternative timetable with You.

If You are not satisfied with the resolution offered by Rural Affinity’s Internal Dispute Resolution Officer, Your complaint will be referred to the Dispute Resolution officer or their delegate at Great Lakes Australia.

You can also contact Great Lakes Australia by:

Email: disputes@gla.com.au

Mail: Disputes Resolution Officer, Great Lakes Australia
PO Box H35, Australia Square NSW 1215

› Important information (continued)

If We are unable to resolve Your complaint within 45 days of the date We first received Your complaint or if You remain unsatisfied, You can/may be able to seek a free review by the Australian Financial Complaints Authority (AFCA). The AFCA is an independent national body and, if the dispute is within its jurisdiction, We agree to accept its decision.

You can visit their website www.afca.org.au or contact them:

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3, Melbourne, VIC, 3001

Further details regarding Our complaints process are available on request.

Financial Claims Scheme

In the event of the insolvency of GLA, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

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;
3. the location of the fruiting trees;
4. the surrounding land use;
5. your fire management resources;
6. the excess which applies;
7. the Sum Insured selected by You; and
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 www.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 and/or Vines (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 Acceptance Date for all insured events.

Cover ends at 4pm on the Expiry Date shown on Your Schedule.

› The cover

This policy covers standing Trees and/or Vines Destroyed directly by an insured event from an Occurrence commencing 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 wind where We have approved Your proposal and You have agreed to pay an additional premium.

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 Tree Sum Insured plus the amounts for additional benefits and any sums insureds for optional benefits shown on the Schedule, less any Excess, unless otherwise stated in the policy wording.

› Additional benefits

The following benefits automatically apply and are provided in addition to the Tree Sum Insured.

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/or Vines and poses a direct threat to the Trees and/or Vines. 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.

> Optional benefit

The following optional benefits only apply where Your Schedule states that the optional benefit applies.

Increased Costs

Where cover is provided for increased costs We will pay for replanting and/or additional costs as follows.

Replanting

Where Your Trees and/or Vines are deemed to be Destroyed, We will pay the costs actually incurred to replant those Trees and/or Vines.

Additional Costs

Where the Trees and/or Vines are damaged but remain commercially viable, We will pay the additional costs incurred in returning the Trees and/or Vines to the level of production immediately prior to the loss.

Removal of debris

If Your Trees and/or Vines are deemed Destroyed, We will also pay the reasonable and necessary cost of removing and disposing of the Destroyed Trees and/or Vines. 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 Destroyed hectare up to the maximum amount specified on the Schedule.

Ancillary Property

We will cover the costs of repair or replacement of Your posts, irrigation pipes, above ground filters and their housings and trellising which are damaged or destroyed as a direct result of the following insured events:

- Fire
- Hail
- Wind
- Impact by road vehicle or impact by aircraft

The most we will pay for this optional benefit is the ancillary property sum insured per hectare for each affected hectare nominated by the insured. The Excess for this optional benefit is shown in Your Schedule.

> Basis of settlement

Trees and/or Vines

Claims for growing Trees and/or Vines are calculated per block as follows:

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

Ancillary Property

We will at Our discretion:

- replace or repair Your ancillary property items;
- pay You the reasonable cost You would incur to repair or replace the damaged ancillary property items; or
- pay You the sum insured per hectare for each affected hectare.

We will only pay to replace or repair Your ancillary property which was actually damaged. We will not pay any additional costs to replace undamaged parts of the ancillary property.

› 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.

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 and/or Vines 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 and/or Vines.
8. tell Us about any other insurance which covers the Trees and/or Vines.

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.

Appointment of Loss Adjuster

Where We identify that Your claim needs to be assessed, We will appoint the loss adjuster to evaluate Your claim under this policy. You must:

- give Us or the loss adjuster free access to Your Trees and/or Vines;
- provide necessary documentation requested by Us or the loss adjuster, including a map of Your property indicating the blocks which have been damaged; and
- accompany the loss adjuster, or appoint someone to accompany the loss adjuster on Your behalf.

The loss adjuster may make recommendations with regards to Your loss. However, We reserve the right to decide whether the loss is covered under this policy and the amount of the claim settlement.

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, destruction or damage after We have paid a claim for the Trees and/or Vines, 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.

Alterations to cover

Where changes have been made to Your insurance cover, any increase in cover will take effect 96 hours after 9am local time on the Alteration Date. And decreases in cover will take effect immediately on the Alteration Date.

Care and Protection

Reasonable care and protection must be taken to ensure the protection and preservation of the Trees and/or Vines 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 and/or Vines or records relating to Your Trees and/or Vines.

Underinsurance

You must insure Your whole area of Trees and/or Vines.

If the actual area of Your Trees and/or Vines 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 exclude 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

Acceptance Date

Means the Acceptance Date listed on Your Schedule.

Block Sum Insured

Means the amount insured for Trees and/or Vines per block and shown on Your Schedule.

Damage(d)

Where the Tree and/or Vines remains commercially viable but there is a productivity loss of greater than 10% across the area of block to the Tree and/or Vine as a direct result of an insured event.

Destroyed/Destruction

Means the Trees and/or Vines which are no longer commercially viable as a direct result of an insured event.

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.

Expiry

Means the Expiry Date listed on Your Schedule.

Gross Loss Percentage

Means the proportion of Trees and/or Vines Damaged in the block expressed as a percentage of the total Trees and/or Vines in the block.

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 and/or Vines

Means the Trees and/or Vines described on the Schedule.

Vines

Means growing Vines described on Your Schedule.

We/Us/Our

Means Rural Affinity acting under a binding authority given to it by the Insurer.

You/Your

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



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