

# Orchard Insurance Policy

You should read all sections of this Policy before making a decision to acquire this financial product.

Underwritten by: QBE Insurance (Australia) Limited  
ABN 78 003 191 035 AFS Licence 239545.

Agent of the insurer: Primacy Underwriting Management Pty Limited  
ABN 87 070 058 212 AFS Licence 237271.

Address: Level 20, 357 Collins Street, Melbourne VIC 3000



Insurance

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In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we will protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the details, terms, conditions and exclusions of the Policy.

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it's right for you.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your Elders Insurance Authorised Representative.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your Elders Insurance authorised representative with full written details by completing our claim form within 48 hours of the insured event.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

### About Primacy

QBE has given a binding authority to Primacy Underwriting Management Pty Limited ABN 87 070 058 212 AFSL 237271 ("Primacy"). Primacy acts as QBE's agent when it issues this Policy, but only when the Policy was arranged by Elders Insurance.

QBE has also given Primacy a claims authority which authorises it to accept, manage, respond to and settle claims up to a certain limit.

### About Elders Insurance

Elders Insurance (Underwriting Agency) Pty Limited ABN 56 138 879 026 AFSL 340965 ("Elders Insurance") has entered into an arrangement with QBE which enables Elders Insurance authorised representatives to distribute certain products underwritten by QBE.

Primacy has also entered into an agreement with Elders Insurance to arrange this Policy. When Elders Insurance arranges this Policy it does so as agent for Primacy. Elders Insurance has also been authorised by Primacy to accept claim notifications made under this Policy, but it cannot manage, respond to or settle claims.

## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## The General Insurance Code of Conduct

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 - Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 - Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 - Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

#### *Disputes not covered by the FOS Australia Terms of Reference*

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, FOS or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, PARRAMATTA NSW 2124

### How to contact FOS Australia

Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>

### How to contact the OAIC

Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).  Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

## Our agreement

Your Policy is an agreement between you and us, made up of:

- this Policy Wording, and
- your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the Period of Cover, once you've paid us your premium. There are also:

- conditions and exclusions which apply to the specific covers you have selected;
- general exclusions, which apply to any claim you make;
- general conditions, which set out our rights and your responsibilities when you make a claim; and
- other terms, which sets out how this Policy operates.

### You must insure all of your crop(s)

The Orchard Crop Insurance Policy is subject to underinsurance.

If you insure bearing trees under the Orchard Crop Insurance Policy, you must insure the entire area of each of your blocks of bearing trees.

This obligation applies to all the blocks:

- at the property named in your Policy Schedule; and
- at any other property you own or operate whose boundary is at any point less than 500 metres from the boundary of your insured property.

If you fail to do so, a claim made by you under the Policy will be subject to underinsurance.

### Excesses

If you make a claim, you must pay the excess set out in the Policy Schedule for every claim you make which applies to that cover or section.

### How much we will pay

The most we will pay for a claim is the sum insured set out in the Policy Schedule for the cover or section you are claiming under, less any excess.

### When you are covered

Your cover starts when we have accepted your proposal. We'll then send you the Policy Schedule. The Policy will consist of only those sections you've selected. The Period of Cover is shown on the Policy Schedule.

You're only insured for an insured event that takes place during the period of cover shown in the Policy Schedule. You must pay us the premium due before we pay, or agree to pay, any claims covered by the Policy.

## Paying your premium

The premium you are required to pay for the Policy is the amount stated on your Policy Schedule as the total amount payable.

The total amount payable will change if we agree to vary the agreed values.

The total amount payable is due thirty (30) days from the invoice date.

## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Word or term	Meaning
Acceptance Date	the acceptance date listed in your Policy Schedule.
Agreed Value	is the agreed value per hectare specified in the Policy Schedule.
Area	the number of hectares of each crop per block nominated by you and as shown in your Policy Schedule. In the event of a claim, the area of an affected crop used to calculate the sum insured will be the lesser of the area shown on your Policy Schedule or the actual area of the crop grown in each block.
Bearing Trees	established trees in blocks which are shown on the Policy Schedule as blocks of bearing trees.
Block(s)	is an area or compartment of land specified in the Policy Schedule planted with crops of the same age and variety which due to ownership, location and continuity of boundary can be identified at the property specified in the Policy Schedule.
Crop(s)	means the fruit and/or nuts listed by variety and block as described in your Policy Schedule.
Destroyed	means trees which are no longer commercially viable as a result of an insured event.
Excess	is the percentage of the sum insured per block or per orchard that you must first bear in the event of a claim(s) on the crop(s). If you have already started to harvest the crop(s), the excess is applied to the combined sum insured of both the harvested and unharvested portions of the crop.
Expiry Date	the expiry date listed in your Policy Schedule.
Family	any member of your family who lives permanently with you, including your partner.
Fire	fire arising from any cause except subterranean fire or volcanic explosion.
Flood	the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following: <ol style="list-style-type: none"> <li>a lake (whether or not it has been altered or modified);</li> <li>a river (whether or not it has been altered or modified);</li> <li>a creek (whether or not it has been altered or modified);</li> <li>another natural watercourse (whether or not it has been altered or modified);</li> <li>a reservoir;</li> </ol>

Word or term	Meaning
	(f) a canal; (g) a dam.
Frost	the freezing of plant tissue or freezing of internal plant cells causing loss of yield of the insured crop.
Gross Loss Percentage	the percentage loss of potential yield determined by the loss assessor.
Hail	the physical damage to crop(s) caused by the direct impact of hard pellets of ice falling from the sky. It does not include loss due to any other cause such as wind and/or rain or the melting of hailstones whether or not accompanying the storm that produced the hail.
Harvested Crop(s)	is the crop(s) removed from bearing vines or from the ground where the crop(s) was growing prior to harvesting.
Insured	the person(s), companies or firms named as the insured in the Policy Schedule.
Insured Value	the average value per tonne nominated by you, and agreed to by us, as shown in your Policy Schedule.
Insured Yield	the average tonnes per hectare nominated by you and agreed to by us, as shown in your Policy Schedule.
Loss Assessor	the person or entity appointed by us to evaluate claims made under the Policy.
Loss of Yield	a reduction of crop yield due to an insured event(s) as noted in your Policy Schedule. A decision by you to not pick your crop(s), or a decision by a buyer not to purchase your crop(s) due to price, quality, marketing, economic or contractual reason does not constitute a loss of yield under this policy.
Policy	the terms and conditions set out in this document and your current Policy Schedule.
Policy Schedule	the Policy Schedule we provide to you following our acceptance of the proposal. It contains details of the Policy including the types of cover and levels of insurance you have selected. If the Policy is altered, we will issue an amended Policy Schedule.
Potential Yield	the average tonnes per hectare that the crop(s) would have produced if the insured event had not occurred.  The potential yield will take into account all relevant factors affecting the growth of the crop including factors which take place following the insured event.
Property(ies)	is the address where the crop(s) are situated, incorporating the latitude and longitude coordinates specified in the Policy Schedule.

Word or term	Meaning
	All blocks owned or managed by you within 500 metres of each other at the nearest point of bearing plants will be considered part of the same property.
Produce	either fruit, or nuts, or fruit and nuts, depending on whether you have insured only fruit trees, only nut trees or both fruit and nut trees.
Sums Insured	the amount or amounts shown on the Policy Schedule as the 'Sum insured'.  The Sum Insured is calculated as follows:  Agreed value (\$/ha) x Area (ha)
Total Amount Payable	the amount shown on the Policy Schedule as the total amount payable for this Policy and is the combination of the premium and Government charges.
We, Us, Our	QBE Insurance (Australia) Limited ABN 56 138 879 026.
Yield	the amount of crop(s) grown at the property insured within the Period of Cover and specified in the Policy Schedule and measured in tonnes of grown or harvested crop(s) per hectare.
You, Your, Yours	the person(s), companies or firms named in the current Policy Schedule as the insured.

## Period of cover

The Period of Cover will begin:

- for all insured events except frost, 48 hours after 4.00pm on the Date of Acceptance shown on the Policy Schedule; and
- for frost, 168 hours after 4.00pm on the Date of Acceptance shown on the Policy Schedule.

The period of cover ends on the earlier of:

- 4.00pm local time 30 days after the completion of harvest; or
- 4.00pm local time on the Expiry Date shown in the Policy Schedule.

## What we will pay for

We will insure you against loss of potential yield which occurs during the Period of Cover caused directly by the following insured events:

1. Hail strike; and/or
2. Fire; and/or
3. Frost

Your Policy Schedule shows which insured events are covered.

Claims will be settled in accordance with the basis of settlement and are subject to the terms, exclusions and conditions of this Policy.

### Agreed value

The cover under the Policy is based on agreed value per hectare basis. That means that the amount of any insured loss will be calculated on the basis of the agreed value of produce of the particular type shown on the Policy Schedule.

The agreed value cannot be reduced during the Period of Cover.

## Additional benefits

If your Policy Schedule states that the main insured event is "Hail Strike" or "Frost", the following additional benefits apply.

**These benefits are provided for bearing trees and are in addition to the sum insured.**

### Transit

This additional benefit covers accidental loss or damage to harvested crop(s) in transit from your property and the receipt point being any marketing organisation, packing shed or other delivery point to facilitate the sale or storage of your harvested crop(s).

We will not cover loss or damage to harvested crop(s) in transit:

1. when carried in an overloaded or unroadworthy vehicle;
2. when carried in an uncovered or unprotected vehicle or bin;
3. where the driver:
  - (a) has their faculties impaired by any drug or intoxicating liquor;
  - (b) does not have a current licence as required by legislation to operate or drive the vehicle being used to transport the harvested crop(s);
  - (c) has a blood alcohol reading which exceeds the legal limit; or
  - (d) following an accident refuses to provide or allow the taking of a sample of breath, blood or urine for testing or analysis as required by the law of any State or Territory in which the accident occurred.

We will pay your claim if you can prove you did not know that the driver was affected by alcohol or drugs or was unlicensed and you could not reasonably have known this.

We will not cover loss due to theft or unexplained shortage.

The most we will pay for all claims under this additional benefit during any one Period of Cover is \$50,000.

### Harvested crops

This additional benefit covers accidental loss or damage to harvested crop(s) whilst stored at the property for up to 30 days after harvest resulting from:

- fire or lightning;
- explosion;
- wind or water, not including flood;
- impact by any animal or land vehicle; or
- impact by aircraft or article dropped from them, not including chemical substances.

We will not cover loss or damage to harvested crop(s) due to failure of refrigeration equipment or other machinery breakdown.

The most we will pay for all claims under this additional benefit during any one Period of Cover is \$50,000.

## What we will not pay for

**We will not pay for any claim arising directly or indirectly from:**

1. water or moisture, even if the water results from melting hail;
2. wind, whether in conjunction with impact by hail strike or not;
3. loss of nutrient, quality or grade of crop(s) or harvested crop(s);
4. destruction, loss or damage caused by excess or inappropriate use of chemicals;
5. disease, including disease arising as a consequence of an insured event;
6. gradual deterioration, animals, birds, pests, termites, vermin, insects, larvae, howsoever caused;
7. any loss of potential yield caused by damage to the branches, trunks, limbs and/or leaves;
8. loss of buds or cuttings that would have otherwise been used in future plantings;
9. damage that occurs in the current season, to buds that had the potential to produce crop in future seasons;
10. consequential loss of any kind, other than cover provided for and selected under Optional benefits;
11. crops or trees that are already dead or dying at the time the insured event occurs;
12. destruction, loss or damage caused by, or due to, any artificial heating or drying process, or sunburn;
13. the lawful seizure, confiscation, requisition or nationalisation of the insured crop;
14. flood;
15. earthquake, landslide, explosion, tsunami, volcanic eruption or subterranean fire;
16. loss or damage intentionally caused by you, a member of your family or a person acting with express or implied consent from you or that of a member of your family;
17. rejection or downgrading of crop by a buyer/receipt point or inability to supply a contract;
18. events that occurred before the contract was entered into.



## Basis of settlement

### Time of settlement of claims

We will not pay for any claim until:

- the loss assessor has been able to determine the extent of the loss; and
- all premium and charges have been paid.

### Loss of yield – Block Excess

Where your Policy Schedule shows that your excess applies per block, claims will be settled as follows:

- The loss assessor determines the gross loss percentage for each block.
- The excess is deducted from the gross loss percentage to calculate the net loss percentage for each block.
- The net loss percentage is multiplied by the sum insured per block to give a claim payment for each block.
- The total claim payment is then calculated by adding together the claim payments for each block.

### Example

Block No	Sum Insured	Gross Loss %	% Excess	Net Loss %	Claim Payment
1	\$45,000	25%	10%	15% (25% - 10%)	\$6,750
2	\$20,000	40%	10%	30% (40% - 10%)	\$6,000
3	\$15,000	0%	10%	0%	\$0
<b>Total</b>	<b>\$80,000</b>				<b>\$12,750</b>

**The claim payment is \$12,750 (i.e. \$6,750 + \$6,000)**

### Loss of yield – Orchard Excess

Where your Policy Schedule shows that your excess applies per orchard, claims will be settled as follows:

- The loss assessor determines the gross loss percentage for each block.
- The gross loss value is determined for each block by multiplying the gross loss percentage by the sum insured per block.
- The total gross loss value is calculated by adding the individual gross loss values for each block.
- The orchard excess is a percentage of the sum insured per orchard and this is deducted from the total gross loss value to determine the final payment. The sum insured per orchard is the sum of all the individual block sum insureds.

### Example

Block No	Sum Insured	Gross Loss %	Gross Loss Value
1	\$45,000	25%	\$11,250
2	\$20,000	40%	\$8,000
3	\$15,000	0%	\$0
<b>Total</b>	<b>\$80,000</b>		<b>\$19,250</b>

**The Orchard Excess is \$8,000 (i.e. 10% of \$80,000)**

**The Claim Payment is \$11,250 (i.e. \$19,250 - \$8,000)**

### Constructive total loss

If your loss of yield on a particular insured block is assessed at 90% or more as a result of an insured event, we will treat the loss as if it is a constructive total loss (100% loss of yield).

### Deduction of cost savings

In the event of a total loss or a constructive total loss, we may deduct from the amount you are entitled to receive for loss of yield any costs that you save in not having to grow and harvest your produce.

### Harvested crops

The amount of any claim will be calculated by multiplying the quantity of produce lost or destroyed in tonnes by the insured value.

### Harvested crops in transit

The amount of any claim will be calculated by multiplying the quantity of produce lost or destroyed in tonnes by the insured value.

### Loss of yield – Hail strike assessment

The following loss assessment scale will apply in relation to any claim for loss of yield due to hail strike.

Nil Claim	No more than:  2 light spots (1-2mm in diameter), not sunken or dark coloured; or  1 heavy spot (2-4mm in diameter); or  1sq cm of smooth superficial russet that is not raised or sunken.
100% Claim	Any:  Dark or discoloured bruising; or split skin; or  Unhealed damage; or raised or sunken russet; or more than 1sq cm of smooth superficial russet that is not raised or sunken; or  1 hail spot more than 4mm in diameter; or  More than 2 light spots (1-2mm in diameter); or  Fruit on the ground.

### Loss assessor

We will appoint a loss assessor to assess your claim under this Policy.

You must co-operate fully with that loss assessor. This includes promptly responding to any reasonable request by that loss assessor, including requests:

- to provide access to the insured property;
- to provide access to current and prior years' records at any time during the Period of Cover and within six (6) months after it ends;
- to obtain or provide any information;
- to provide harvested yields for all blocks, whether damaged or not.

The loss assessor will make recommendations to us concerning your claim under this Policy, but we reserve the right to make the final decision on whether your claim is covered by the Policy and, if so, the amount you are entitled to be paid in settlement.

### Share farming

When the crop(s) are share-farmed, payment will be made to the insured specified in the Policy Schedule. That insured's receipt will be an effective and valid discharge of our liability under the Policy.

## General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss or damage arising directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. any act(s) of terrorism that is directly or indirectly caused by, contributed to by, or in any way involved or is connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion. For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss or damage directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

### Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

### Adjusting your insured yield

We will not accept any decrease in the sum insured per hectare. However, at any time before an insured event has occurred you may apply to us to increase your insured yields.

If we agree to a reasonable increase, you will have to pay an additional premium, plus any government charges that apply. You must pay this additional amount within 14 days after we agree to the increase.

We will issue an amended Policy Schedule which will replace the previous one. Any changes to the sum insured will come into force on the date and the time stated in the Policy Schedule, which will be set in the case of:

1. hail strike and/or Fire, 48 hours after 4.00pm on the day we agree to the increase.
2. frost, 168 hours after 4.00pm on the day we agree to the increase.

### Assistance and co-operation

At all times when you deal with us you must:

- Provide us with all reasonable assistance we may need
- Be truthful and frank
- Not behave in a way that's abusive, dangerous, hostile, improper or threatening
- Co-operate fully with us, even after we've paid a claim.

### Assignment of interest

You may not assign any interest in the Policy without our written consent. We have absolute discretion to grant or withhold consent. Each of the following conditions must be satisfied:

1. you are not in breach of the Policy;
2. we accept the proposed assignee as an Insured; and
3. the proposed assignee agrees in writing to be bound by the conditions of the Policy.

### Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor. At all times, you must:

- prevent damage to property insured, as well as to others and their property;
- minimise the cost of any claim under your Policy;
- comply with all laws.

You must do everything that is reasonable, in accordance with best farming practices, to grow and harvest your crop and to transport the produce harvested from it, and to protect the crop and the produce from loss or damage of any type.

### Crop failure

If a crop fails due to lack of water availability, we will allow you to cancel the cover, providing you notify us of the crop failure prior to 1<sup>st</sup> December succeeding the Policy commencement date. You will be entitled to a proportionate refund of premium and charges for hail strike and fire cover based on the unexpired Period of Cover, provided you have not already made a claim.

We reserve the right to inspect crops to confirm failure or termination.

No refund is available for the premium applicable to frost cover.

## Other interests

You must not transfer any interests in your Policy without our written consent.

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy.

## Other party's interests

You must tell us of the interest of all parties (eg financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule.

We are entitled to pay a claim to a person noted as an "Interested Party" in your Policy Schedule to the extent of that person's interest in this insurance.

## Underinsurance

If the total area of crop grown by you (total crop area) is greater than the area you have insured with us (insured crop area); we will pay you the proportion of the claim that the insured crop area bears to the total crop area for each block.

This clause will not apply if the total variance between the area of crops grown and crops insured is 5% or less.

### Example:

Total actual area bearing trees 100ha

Total of the insured area(s) bearing trees 80ha

Calculation proportion insured 80% (80ha/100ha = 0.80)

Block No	Sum Insured	Claim Payment	Proportion Insured	Final Claim Payment
1	\$45,000	\$6,750	80%	\$5,400 (\$6,750 x 80%)
2	\$20,000	\$6,000	80%	\$4,800 (\$6,000 x 80%)
3	\$15,000	\$0	80%	\$0
Total	\$80,000	\$12,750		\$10,200

## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

### Contribution

If at the time of any loss, damage or liability there's any other insurance (whether effected by you or by any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

### Notifying a claim

You must give us notice within 48 hours, or on the next working day, of the occurrence of any loss or damage relating to an insured event, whichever is earlier.

You should use the crop claim report (available from any Elders Insurance Agency) and include all the relevant details, including the date and time of the loss or damage, the cause of the loss, a farm map detailing the location of all insured blocks shown on the Policy Schedule and the details of the damage to your insured crop in all insured blocks.

### Other insurance

You must notify us of any other insurance which will or may, whether in whole or in part, cover any loss insured under your Policy.

### Preventing our right of recovery

If you've agreed not to seek compensation from any person liable to compensate you for loss, damage or liability covered by your Policy, we won't cover you for that loss, damage or liability.

### Providing proof

You must be able to prove to us you've suffered a loss covered by your Policy before we'll pay you for it. We may ask you for this proof if you make a claim under your Policy.

### Subrogation, recovery action & uninsured loss

We may at any time, at our expense and in your name, use all legal means available to you of securing reimbursement for loss or damage arising under your Policy. In the event we do so, you agree to give all reasonable assistance for that purpose.

If you've suffered loss that wasn't covered by your Policy as a result of the incident, we may offer to attempt to recover this. You may also specifically ask us to recover this for you. You'll need to give us documents supporting your loss. Before we include any uninsured loss in the recovery action we'll also ask you to agree to the basis on which we'll handle your recovery action. You may need to contribute to legal costs in some circumstances.

## Your crop(s) are ready for harvest

If an insured event causes loss or damage to your bearing trees while the produce is being harvested or when they are ready to harvest, you may continue to harvest or begin harvesting the produce providing you:

1. inform us that the produce is ready for harvest;
2. leave random sample areas of unharvested trees in accordance with directions given to you by a loss assessor. These samples should be representative of the area and should not include areas of poor growth, trees or areas with poor drainage.

## Interim payment for severe loss

We will normally pay a claim only after harvesting is completed. However, we may, in respect of a loss make an interim payment to you no greater than 50% of our provisional estimate of the amount of the loss covered by the Policy.

Whether we do so is entirely a matter for our discretion. If we make an interim payment which exceeds your final entitlement to compensation, you must pay us the difference within 10 days after we request you to do so.

## Other terms

These other terms apply to how your Policy operates.

### Cancelling your Policy

You may cancel this Policy if your insured crop fails before the final reduction date. You must give us notice in writing of the cancellation by that date and the reason for the failure of your insured crop. If you do so, we will refund the amount you have paid for this Policy.

You must not cancel this Policy in any other circumstances.

We may cancel this Policy in accordance with the *Insurance Contracts Act 1984* (Cth). If we do so for any reason, except non-payment of the total amount payable, we will recalculate the total amount payable proportionally to the term of the Policy that is yet to run. 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.

### Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### Joint and co-insureds

If more than one person is insured under your Policy, we'll treat a statement, act, omission, claim, request or direction by that person as having been made by all insured.

We only need a request from one person insured to cancel or change your Policy.

### Jurisdiction

This Policy will be governed and construed in accordance with the laws of the State or Territory in Australia in which your Insured Property is located. You agree to submit the non-exclusive jurisdiction of the courts of that State or Territory.

### Non renewable Policy

This Policy ends when the term of the Period of Cover ends.

If you wish to arrange similar insurance with us for your orchard in the next growing season, you must complete a new Orchard Crop Insurance Proposal to enable us to prepare terms of insurance for you to consider.

### Notices

Any notice we give you will be in writing, and will be effective once it's delivered to you personally or to your last known address (including when it's an electronic one).

It's important for you to tell us of any change of address as soon as possible.



**Insurance**