



SUGAR CANE AUSTRALIA

Sugar Cane Crop Insurance

Policy wording



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Primacy Underwriting Management Pty Limited
ABN 87 070 058 212 AFS Licence 237271
as agent for the insurer Allianz Australia Insurance Limited
ABN 15 000 122 850 AFS Licence 234708
PO Box 16142, Collins Street West, VIC 8007
Phone: (03) 8624 8400 **Email:** broadacre@pum.com.au
www.pum.com.au

Important information

Please read the following information carefully.

About Your Policy

This is Your Sugar Cane Crop Insurance Policy wording. Along with Your Schedule of Insurance and any other documents that make up Your Policy, it contains the terms, conditions, limits and exclusions of the Policy such as the type of cover provided and how to make a claim.

When You enter into a Policy with Us, We issue a Schedule of Insurance which sets out information relevant to You and may affect the terms of this document. We may also issue endorsements amending the cover.

Together the above documents form Your "Policy" with Us. You must read this Policy wording together with Your Schedule of Insurance and any endorsements to ensure You understand the cover offered and also to ascertain that it meets Your requirements.

Where We agree to enter into a Policy with You, We agree to provide insurance protection in accordance with the Policy and the coverage You have selected and We have agreed to provide in the Schedule of Insurance, provided You have paid or agree to pay the required premium including any amounts in relation to Government taxes, duties and other charges.

If You have any queries about this insurance, You should contact Your insurance broker.

Not a renewable Policy

Cover under the Policy is not renewable and ceases on the earlier of when the Period of Insurance specified in Your Schedule of Insurance ends, the Policy is cancelled or the cover ends in accordance with the Policy terms and conditions. If You wish to effect similar insurance for the next growing season, it will be necessary for You to complete a new Application.

Primacy Underwriting Management Pty Limited and Your insurer

Primacy Underwriting Management Pty Limited ABN 87 070 058 212, AFS Licence 237271 (Primacy) is an underwriting agent. Primacy has been given a binder authority by the insurer, which allows Primacy to enter into the Policy, to administer it and to handle and settle claims made under it as if it were the insurer, subject to the terms of the binder authority. In arranging and administering the Policy, Primacy is acting as the agent of the insurer and not as Your agent.

Your Policy is insured by the insurer Allianz Australia Insurance Limited ABN 15 000 122 850, AFS Licence 234708, GPO Box 9870, Melbourne, VIC 3000. Allianz act through its agent, Primacy, and in Your Policy are referred to as 'We', 'Us' and 'Our'.

Important information about Goods and Services Tax (GST)

This Policy has provision for payment of Goods and Services Tax:

- by You in relation to premiums;
- by Us in relation to claims.

You must insure Your whole Crop(s)

You must insure Your whole Crop(s) unless We have agreed in writing that specific Fields(s) are not to be covered by the Policy. See 7.14 for details of what happens if You do not insure Your whole Crop(s).

Limit of liability

Limits apply and some Sections of the Policy have sub-limits. You must read this Policy wording and make sure You understand these limits.

Excess

This Policy is subject to Excesses. Information about Excesses and how they apply to the Policy can be found in the Schedule of Insurance and in this Policy wording.

Your Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a duty, under the Insurance Contracts Act 1984 (Cth), to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to Us before You extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us; or
- that is of common knowledge; or
- that We know or, in the ordinary course of Our business as an insurer, ought to know; or
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract, or both. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Privacy information

At Allianz, We give priority to protecting the privacy of Your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth). In this Privacy Notice, 'We', 'Our', 'Us' means Primacy Underwriting Management Pty Limited and Allianz Australia Insurance Limited.

How We collect Your personal information

We usually collect Your personal information from You or Your agents. We may also collect it from Our agents and service providers; other insurers and insurance reference bureaus; medical practitioners; third parties or people involved in a claim or assisting Us in investigating or processing claims, including third parties claiming under Your Policy, witnesses and third parties who may be arranging insurance cover for a group that You are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We collect Your personal information

We collect Your personal information to enable Us to provide Our products and services, including to process and settle claims; make offers of products and services provided by Us, Our related companies, brokers, intermediaries, business partners and others that We have an association with that may interest You; and conduct market or customer research to determine those products or services that may suit You. If You do not provide Your personal information We require, We may not be able to provide You with Our services, including settlement of claims.

Who We disclose Your personal information to

We may disclose Your personal information to others with whom We have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to You. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, Our advisers, persons involved in claims, external claims data collectors and verifiers, parties that We have an insurance scheme in place with under which You purchased Your Policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries in which the Allianz Group has a presence or engages subcontractors. We regularly review the security of Our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Your Consent

By providing Us with personal information You and any other person You provide personal information for, consent to these uses and disclosures until You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

Access to Your personal information and complaints

You may ask for access to the personal information We hold about You and seek correction by calling (03) 8624 8400 9am-5pm Melbourne time, Monday to Friday. Our Privacy Policy contains details about how You may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how We deal with complaints. Our Privacy Policy is available at www.pum.com.au and www.allianz.com.au.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code.

You can obtain more information on the Code of Practice and how it assists You by contacting Us. Contact details are provided on the back cover of this Policy wording.

For more information on the Code Governance Committee (CGC) go to <https://insurancecode.org.au/>

Complaints

If You are dissatisfied with Our service in any way, please contact Us and We will attempt to resolve the matter in accordance with Our internal dispute resolution procedures.

If We do not make a decision within the period that We tell You We will respond, We will tell You about Your right to lodge a complaint with an external dispute resolution scheme.

If You are not happy with Our response, You can refer Your complaint to AFCA subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

AFCA's contact details are:

The Australian Financial Complaints Authority

Online: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

Mail: GPO Box 3, Melbourne, VIC 3001

For more information on how We handle complaints You can request a copy of Our procedures, using Our contact details on the back cover of this Policy wording.

If this insurance has been issued through an insurance intermediary

If Your Policy has been issued through Our agent, or a broker who is acting under an agency arrangement such as a binder with Us, then they are acting as Our agent and not as Your agent.

If Your Policy has been arranged or issued by a broker, other than a broker acting under such an agency arrangement with Us, then the broker is acting as Your agent.

Where Your Policy has been arranged through an intermediary a commission may be payable by Us to them for arranging it.

Contact details

Primacy Underwriting Management Pty Limited

ABN 87 070 058 212 AFS Licence 237271

PO Box 16142, Collins Street West, VIC 8007

Telephone: (03) 8624 8400, or

Email: broadacre@pum.com.au

Website: www.pum.com.au

1. Definitions

For the purpose of this Policy wording and any other documentation provided by Us, which attaches to and forms part of the Policy, the definitions provided in this Section will apply unless We expressly state otherwise.

Act of Terrorism:

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Application:

The form required to be completed and signed by You and sent to Us giving details of the Crop(s) to be insured along with any supplementary documentation attached with it. We rely on this in entering into Your Policy. Information to be included with the

Application includes, but is not limited to, maps of Field(s) and should be provided with the Application.

Arson

The act by anyone of intentionally and maliciously setting a Fire that results in Damage or destruction of Crop(s) insured under Your Policy.

Commercial Cane Sugar (CCS):

The yield of Commercial Cane Sugar (CCS) from sugar cane.

Controlled Burn Off:

The deliberate firing of a portion or portions of a sugar cane crop.

Crop(s):

The standing sugar cane Crop(s) specified in the Schedule of Insurance.

Damage:

Physical damage to the insured Crop(s) due to an insured event.

Excess:

The amount and/or percentage specified in the Schedule of Insurance, which You must first bear in the event of a claim in accordance with the Policy terms and conditions.

Field(s):

An area of land that is specifically and separately identifiable on the Property(ies) by virtue of the existence of fences, lane ways, tree lines, changes in management or variety of Crop(s) sown.

Field Sum Insured:

The Field Sum Insured is calculated as follows:

$$\text{Area of Crop (ha)} \times \text{Insured Yield} \times \text{Insured Value} \\ \times \text{Insured Interest}$$

Fire:

The rapid oxidation of a material in the chemical process of combustion releasing heat, light, flame and other by-products.

Flood:

The covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a) a lake (whether or not it has been altered or modified);
- b) a river (whether or not it has been altered or modified);
- c) a creek (whether or not it has been altered or modified);
- d) another natural watercourse (whether or not it has been altered or modified);
- e) a reservoir;
- f) a canal; or
- g) a dam.

Hail:

Frozen water falling from the sky.

Harvested Sugar Cane:

The sugar cane that has been harvested from Your Crop(s).

Insured:

The person(s) or entity(ies) specified in the Schedule of Insurance as the Insured.

Insured Interest:

The percentage insurable interest a person has in the Crop(s) specified in the Schedule of Insurance.

Insured Value:

The value per tonne specified in the Schedule of Insurance.

Insured Yield:

The average yield (tonnes of sugar cane) per hectare per Field nominated by You and agreed by Us, as specified in the Schedule of Insurance.

Local Time:

The applicable time zone currently being observed for the state in which Your Property(ies) is/are located. When Your Property(ies) is/are located or spread over multiple states then the time zone being observed closest to Australian Eastern Standard Time (AEST) applies.

Loss Adjuster:

The person or entity appointed by Us to evaluate claims made under Your Policy.

Period of Insurance:

The period beginning forty eight (48) hours after 4pm Local Time on the day We agree to accept Your request for cover, unless otherwise agreed by Us, and ending at the expiry date specified in the Schedule of Insurance.

Policy:

The complete contract between You and Us, including the Schedule of Insurance, Policy wording and any endorsements or other written changes to the cover We issue You where specified before entry into the contract or where required or permitted by law.

Potential Yield:

The average harvestable yield (tonnes of sugar cane) per hectare that the Crop(s) would have produced if the insured event covered under the Policy had not occurred.

Potential Value:

The price You would have received from the Potential Yield of Your Crop if the insured event covered under the Policy had not occurred. The Potential Value is calculated by multiplying the Potential Yield and the average CCS for all sugar cane delivered to the Sugar Mill during the Period of Insurance.

Property(ies):

The location where the Crop(s) are situated, incorporating the shire and postcode specified in the Schedule of Insurance.

All cropped Field(s) owned or managed by You within two (2) kilometres of each other at the nearest point of growing plants will be considered part of the same Property.

Schedule of Insurance:

The relevant document of that name We have provided to You which specifies important information such as Your Policy number and other important details of cover. It forms part of the Policy and must be read together with this document and any other documents forming the Policy. If We agree to alter Your Policy, We will issue a new Schedule of Insurance.

Sugar Mill:

The mill to which You may deliver Harvested Sugar Cane during the Period of Insurance.

Total Sum Insured:

The sum of the Field Sum Insured for each Property.

We / Us / Our:

The insurer Allianz Australia Insurance Limited ABN 15 000 122 850, AFS Licence 234708 acting through its agent Primacy.

You / Your:

The Insured named in the Schedule of Insurance.

2. What We Insure

We will insure You against loss of Potential Yield caused directly by an insured event of Fire or Hail that occur during the Period of Insurance.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

3. What We Will Pay

We will pay for loss of Potential Yield caused directly by:

- a) Fire and/or;
- b) Hail.

Claims will be settled in accordance with Section 5. Basis of Settlement. To the extent permitted by law, We will not pay for any loss until all premiums and Government taxes, duties and other charges have been paid.

4. Additional Benefits

Subject to the terms, conditions, limits and exclusions of the Policy, We will provide You with the following additional benefits. In all cases the loss or Damage must occur during the Period of Insurance.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

4.1 Additional working costs

We will pay You for the additional costs of working necessarily and reasonably incurred by You solely for the purpose of minimising an insured loss caused by Fire, such as the application of fertiliser.

Such costs must be agreed with the Loss Adjuster (acting reasonably) prior to being incurred. Please contact Us to confirm approval for these costs.

A separate Excess is applicable to additional working costs claims.

4.2 Firefighting benefit

We will pay for the necessarily and reasonably incurred costs to protect Your Crop(s) from Fire. The Fire must be on or immediately adjacent to Your Property.

We will also pay for the value of Crop lost from back burning, ploughing in of Crop(s) or actions of firefighters which is necessarily and reasonably carried out for the purpose of preventing the spread of an unplanned Fire where such Fire poses an obvious and direct threat to Crop(s).

A separate Excess is applicable to claims for firefighting benefit.

4.3 Harvested Sugar Cane in transit

We will pay for accidental loss or Damage to Harvested Sugar Cane while it is in transit from Your Property to the Sugar Mill provided that:

- a) such loss or Damage is caused by Fire or by a sudden and accidental event that is not excluded by this Policy;
- b) at the time such loss or Damage occurs, the Harvested Sugar Cane is being transported in a vehicle that is roadworthy and is carrying a load that does not exceed any statutory load limit; and
- c) such loss or Damage occurs during the Period of Insurance.

A separate Excess is applicable to Harvested Sugar Cane in transit claims.

5. Basis of Settlement

5.1 Unharvested Crop(s)

We will pay You the amount calculated as follows:

For the insured event of Fire:

5.1.1 We will assess the loss of yield from Your Crop(s) due to an insured event by calculating the difference between the Harvested Sugar Cane achieved and the Potential Yield; and

5.1.2 We will multiply the resulting number (tonnes per hectare of sugar cane) by the area of Damaged Crop(s) at the date of the insured loss; and

5.1.3 To the extent that any loss of yield is caused solely and directly by Fire, We will deduct the Fire Excess as specified in Your Schedule of Insurance; and

5.1.4 We will multiply the resulting number of tonnes by the lesser of the Insured Value or 85% of the Potential Value.

For the Insured Event of Hail:

5.1.5 subject to conditions 5.1.1, 5.1.2 and 5.1.4, to a maximum of \$1,000 for each insured event.

5.2 Additional working costs

We will pay You the amount for any claim made under clause 4.1 by multiplying the area (hectares) Damaged by Fire by the amount per hectare, less the Excess specified in the Schedule of Insurance for additional working costs.

5.3 Firefighting benefit

We will pay You the amount for firefighting benefit under clause 4.2, less the Excess specified in the Schedule of Insurance for firefighting benefit.

5.4 Harvested Sugar Cane in transit

We will pay You the amount for any claim made under clause 4.3 by taking the number of tonnes of Crop(s) that has been lost or Damaged and multiplying that number by the lesser of the Insured Value or 85% of the Potential Value, less the Excess specified in the Schedule of Insurance for Harvested Sugar Cane in transit.

5.5 Loss Adjuster

We may appoint a Loss Adjuster to assess Your claim under Your Policy. You must take reasonable steps to co-operate with the Loss Adjuster including any requests to provide reasonably necessary documentation, including current and prior years' records and access to the Property(ies).

Failure to co-operate or provide the required information may result in Your claim being reduced or rejected, to the extent We are prejudiced by the failure to co-operate or provide the required information to the extent permitted by law. If the Loss Adjuster cannot identify a specific Field(s) listed in the Schedule of Insurance, but is able to identify a larger Field which includes the listed Field, We will assess a claim on the basis of the larger Field area. The Loss Adjuster may make recommendations concerning Your claim under Your Policy, but We reserve the right to make the final decision whether Your claim is covered by Your Policy and, if so, the amount You are entitled to be paid in settlement.

5.6 Share farmer

When the Crop(s) are share farmed, payment will be made to the Insured specified in the Schedule of Insurance. That Insured's receipt of Our payment will be an effective and valid discharge of Our liability under the Policy.

5.7 Goods and Services Tax

5.7.1 GST Notice

Your Policy has a GST provision in relation to premium payments and Our payment to You for claims. It may have an impact on how You determine the amount of insurance You need.

Please read the Policy wording carefully. Seek professional advice if You have any queries about GST and Your insurance.

5.7.2 Total Sum Insured

All monetary limits in the Policy may be adjusted for GST in some circumstances (see below).

5.7.3 Claim settlements – Where We agree to pay

When We calculate the amount We will pay You, We will have regard to the items below:

a) Acquisition of goods, services or repairs

Where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to replant Your Crop(s) We will pay for the GST amount.

We will pay the GST amount in addition to the Total Sum Insured/limit of liability or other limits specified in the Policy or in the current Schedule of Insurance (unless We state GST is included in the Total Sum Insured/limit of liability).

If the Total Sum Insured or limit of liability is not sufficient to cover Your loss, We will only pay the GST amount that relates to Our settlement of Your claim.

We will reduce the GST amount We pay by the amount of any input tax credits to which You are or would be entitled.

b) Payment as compensation

Where We make a payment under the Policy as compensation instead of payment for a relevant acquisition, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to had the payment been applied to a relevant acquisition.

5.7.4 Disclosure – Input tax credit entitlement

If You register, or are registered, for GST You are required to tell Us Your entitlement to an input tax credit on Your premium. If You fail to disclose or You understate Your entitlement, You may be liable for GST on a claim We may pay. The Policy does not cover

You for this GST liability, or for any fine, penalty or charge for which You may be liable.

6. Exclusions

We will not pay for any loss of any type caused by, arising from or in way connected with:

- a) deliberate or negligent acts carried out by You or with Your permission, including Controlled Burn Off or the burning of property by order of a public, local or statutory authority, except where You have carried out a deliberate act to avoid or reduce Damage that would otherwise happen;
- b) wind, snow and/or rain or the melting of hailstones, whether or not accompanying a storm that produces Hail, or water or moisture damage to growing Crop(s), whether such water or moisture derives from melting hailstones or not;
- c) Flood;
- d) loss of germination ability of the Crop(s);
- e) loss of quality or grade of the Crop(s);
- f) loss of nutritional value of the Crop(s);
- g) Crop(s) grown for experimental purposes unless We agree in writing to cover this risk;
- h) any consequential loss howsoever caused. This means We don't cover You for anything not expressly described in the cover sections of this Policy. Some examples of what We won't pay for include loss of use of the property and loss of contract;
- i) gradual deterioration, decay, contamination, animals, birds, pests (including uninsured plant species), termites, vermin, insects or larvae howsoever caused (regardless of whether the loss occurs because of an insured event covered by this Policy);
- j) disease, including disease arising as a consequence of an insured event;
- k) the use of chemicals;
- l) war or warlike activities, including but not limited to the use of military power, invasion, other hostile acts or a foreign power whether war be declared or not, civil war, insurrection, rebellion, revolution and usurped power;
- m) expropriation, lawful seizure, resumption, confiscation, nationalisation or requisition, but this exclusion does not apply to physical damage that occurs because of the order if it prevents or attempts to prevent a loss that would be covered under the Policy;
- n) the use, existence or escape of nuclear material, or ionising radiation from, or contamination by radioactivity from any nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission or fusion;
- o) earthquake, volcanic eruption or subterranean fire;
- p) the actions of persons taking part in riots or civil commotions, or taking part in labour disturbances or persons of malicious intent acting on behalf of or in connection with any political organisation;
- q) any movement in value or price of the Crop(s) other than as specified in Section 5.1;
- r) any Act of Terrorism. Notwithstanding any provision to the contrary contained in the Policy or any endorsement attached to it, the Policy excludes loss, physical damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This also excludes loss, physical damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in

controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

7. General conditions

7.1 Other insurances

You must give notice to Us of any other insurance which covers any or all of the Crop(s) against loss or Damage also covered by any Section or aspect of the Policy.

Where We have detailed another insurance policy in the Schedule of Insurance, this Policy will apply as an excess Policy to that other insurance and We will not pay anything until that other insurance has been exhausted.

7.2 Time of settlement of claims

Claims will be settled as soon as reasonably possible.

This may be after the normal time for harvest of the Damaged Crop(s), any inspection of current and prior years' records and after any further analysis that is required has been completed.

7.3 Assignment of interest

If You wish to transfer Your interest in the Crop(s) to another person or entity and advise Us in writing before that event, We will transfer Your interest in the Policy to that person or entity provided that:

- You are not then in breach of any of the provisions of the Policy;
- the person or entity agrees to be bound by all of the provisions of the Policy; and
- the person or entity is, at Our sole and absolute discretion, acceptable to Us as an Insured.

We will not unreasonably withhold Our consent.

7.4 Cancellation by You

You may cancel Your Policy at any time by giving Us written notice at PO Box 16142, Collins Street West, VIC 8007, but You will be charged the full premium and Government taxes, duties and other charges and will not receive a refund of premium.

7.5 Cancellation by Us

We may cancel Your Policy in accordance with the Insurance Contracts Act 1984 (Cth). Upon cancellation by Us, We will inform You in writing and a proportionate refund of premium (less any amounts in relation to Government taxes, duties and other charges. We are unable to recover) will be paid based on the unexpired Period of Insurance. 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. If You receive a refund and You later make a claim, the claim will be reduced by any such refunded premium.

7.6 Good management

Your Policy is issued to You on the understanding that You will take all reasonable steps necessary to employ best farming practices, including but not limited to:

- a) using reasonable methods or techniques for soil management, planting with appropriate sowing rates and within recognised planting windows, fertilizing, Crop(s) protection (including but not limited to controlling weeds, the application of water for the growing and preservation of the Crop(s);
- b) using reasonable methods or techniques for protection, harvesting, storage and transit of the Crop(s);

both before and after any loss.

If We or the Loss Adjuster determines that Our interests have been prejudiced, the Crop's Potential Yield has been reduced or a claim amount has been increased as a result of poor management, then We may reduce Your claim or avoid any claim in full, to the extent permitted by law.

7.7 Changes to the Insured Value or Insured Yield

The Schedule of Insurance specifies the Insured Value and Insured Yield for each of the Crop(s).

Subject to Our approval, You may change the Insured Value at any time during the Period of Insurance, and before You suffer an insured loss, You may request an increase or decrease to the Insured Value or Insured Yield.

Increases to cover will commence forty eight (48) hours after 4pm Local Time on the day We agree to accept Your request for an increase. Decreases to cover will commence as soon as We agree to accept Your request for a decrease.

7.8 False claims

If a claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under the Policy or if any destruction or Damage is occasioned by Your wilful act or with Your connivance, We may refuse to pay the claim.

7.9 Subrogation

Subject to the Insurance Contracts Act 1984 (Cth), We have the right to recover any money paid by Us from any other person against whom You may be able to claim and We shall have full discretion in the conduct, defence or settlement of any claim in Your name. You must not hinder these rights and must take reasonable steps to give full information and cooperation that We may reasonably require. We will act reasonably having regard to Your interests, and will keep You informed if You ask Us to.

7.10 Preventing Our right of recovery

Where another person is liable to compensate You for any loss, destruction or Damage which is covered by the Policy but You have agreed not to seek recovery of any monies from that person, to the extent permitted by law, We will not cover You under this Policy for that loss, destruction or Damage to the extent that Your loss would have been recoverable from that person but for the agreement.

7.11 Third party interests

Before You enter into Your Policy, You must inform Us of the interests of all third parties (e.g. financiers, lessors etc.) who have an interest in the Crop(s) to be covered by the Policy. We will cover their interests only if You have informed Us of them and We have noted them in the Schedule of Insurance. We will only be liable to such parties:

- to the extent of their interest in the insured property; and
- where Our Notational Liability exceeds the amount of Our liability to You in respect of the loss.

Notational Liability means the amount for which We would have been liable to You in respect of the particular claim if You had been the only person who had an interest in the insured property. We will never pay to such persons an amount exceeding the loss suffered by them.

7.12 Inspection of records

If requested by Us or Our appointed representative You must give Us all reasonable assistance including access to current and prior years' records (including those held by third parties) at a reasonable time and frequency so We may verify Your Crop(s) yield or to assist in calculating a claim that has been made under this insurance. We may also use satellite imagery and any other technology or services to assist Us in the verification process of Your Crop(s) Potential Yield.

7.13 Inspection of Crop(s)

We may need to physically inspect Your Crop(s). We will provide You with no less than seven (7) days' notice of Our intention to inspect the Crop(s). You must give Us or Our appointed representative all reasonable access and assistance at a reasonable time and frequency.

7.14 You must insure Your whole Crop(s)

You must insure Your whole Crop(s). You shall be considered Your own insurer for any crop type which are not specified in the Schedule of Insurance, unless You have declared a Field(s) as not to be covered in Your Application and We have agreed in writing that specific Field(s) are not to be covered. If the total planted area is found to be greater than the area of all Crop(s) specified in the Schedule of Insurance by more than 2.5%, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the entire claim accordingly.

For example:

Claim amount:	\$20,000
Insured area:	800ha
Actual planted area:	1,000ha
Area allowance:	20ha (i.e. 2.5% of 800ha)
Average amount:	82% (i.e. 820ha / 1,000ha)
Claim payment:	\$16,400 (i.e. 82% of \$20,000)

In the event that the area of a Field has been incorrectly recorded or a Field has been omitted and We have agreed to adjust the insured area, a commensurate premium adjustment will be proposed.

We may cancel Your Policy if there is a change and We can't reach an agreement with You on altered terms and conditions or premium; or We are no longer prepared to insure You because there has been a material change to the risk.

7.15 Governing law and jurisdiction

Your Policy is governed by the laws of the Australian state or territory where Your Property is located.

7.16 Premium calculation and payment

When You apply for this insurance, You will be advised of the total premium amount payable, when it needs to be paid and how it can be paid. This amount will be set out in the Schedule of Insurance.

We include an amount in the premium that covers Our actual or estimated obligations in relation to relevant Government taxes, duties and other charges relating to the Policy. For estimated amounts, We may over or under recover in any particular year but We will not adjust Your premium because of this. You can ask Us for more details if You wish.

Claims under the Policy will not be paid or finalised until You have paid all outstanding premiums.

7.17 Economic Sanctions

Notwithstanding anything contained in this Policy to the contrary, We shall not be liable to provide any cover or benefit or pay any claim where the provision of cover or benefit or payment of claim would constitute a breach of any trade or economic sanction, embargo, prohibition or restriction imposed by any of the following: United Nations, United States of America, Australia, European Union, United Kingdom, or New Zealand, or any other applicable national trade or economic sanctions, laws or regulations. This clause shall apply where such geographical location, provision of goods, services or other reasons shall contravene such sanction, embargo, prohibition or restriction.

8. Making a Claim

8.1 Notifying a claim

On the occurrence of any loss or Damage covered by this Policy, You must give notice to Us as soon as reasonably possible stating the time when the loss or Damage occurred, the cause, a description of the Crop(s) which is the subject of the claim, a detailed farm map showing the exact location of all the Damaged Field(s), an estimate of the nature and extent of the Damage and details of any other insurance under which You are entitled to claim for the same loss or Damage. We may reduce or refuse Your claim to the extent We are prejudiced by any delay in notifying Us.

In order to be sure that You are covered under this Policy You should always contact Us for approval before You incur costs You wish to claim. If You do not, We will pay for costs incurred up to the amount We would have authorised had You asked Us first.

When notifying a claim You should contact Primacy Underwriting Management Pty Limited as follows:

Telephone: (03) 8624 8400, or
Email: claims@pum.com.au
Website: www.pum.com.au

8.2 Required assistance

You must give Us all reasonable assistance that We may require to assess the nature and extent of the loss or Damage and all such reasonable proof and information that We or Our appointed representative may require to prove the nature and extent of the loss, verified under oath, if necessary.

In the event of any loss or Damage to the Crop(s), We may:

- inspect at a reasonable time and frequency and take possession of any property that is subject of the claim for reasonable purposes and in any reasonable manner;
- keep possession of the property that is subject of the claim for any reasonable purpose and in any reasonable manner; or
- acting reasonably sell the property that is subject of the claim or dispose of it as We see fit but You are not entitled to abandon such property to Us.

8.3 Harvest requirements

If the Crop(s) has been affected by an insured event and the Crop(s) is ready for harvest or is being harvested You may harvest or continue to harvest provided You leave evidence of the Damage to the Crop(s) and any strips of undamaged crop, if instructed to do so by Our Loss Adjuster (acting reasonably).

8.4 Important measures

You must take all reasonable steps to reduce the loss and prevent further loss. You must report to the police if You suspect Damage or destruction to Your Crop(s) has been caused by Arson or malicious damage.

Primacy Underwriting Management Pty Limited
ABN 87 070 058 212 AFS Licence 237271
as agent for the insurer
Allianz Australia Insurance Limited
ABN 15 000 122 850 AFS Licence 234708
PO Box 16142, Collins Street West, VIC 8007
Phone: (03) 8624 8400 **Email:** broadacre@pum.com.au
www.pum.com.au

The information contained in this Policy wording is current as at 27 May 2024.

A24BCYPW - V1.0