



Citrus Crop Insurance Policy



INSURANCE
FACILITATORS

Issued by Insurance Facilitators Pty Ltd, ABN 90 099 104 480 AFS Licence No. 289450 on behalf of and as underwriting agent for HDI Global Specialty SE - Australia, ABN 58 129395 544 AFS Licence No. 458776

NOTICE TO INTENDING INSURED

Who is the Insurer?

The **Insurer** of the **Policy** is HDI Global Specialty SE - Australia (ABN 58 129 395 544, AFS License number 458776) and its registered address is Tower One, Level 33, 100 Barangaroo Avenue, Sydney NSW 2000, Australia. The **Insurer** is regulated by the Australian Prudential Regulation Authority ("APRA").

HDI Global Specialty SE is registered in Germany, with its registered office at Roderbruchstrasse 26, 30655 Hannover, Germany with registration number HRB211924 and authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

Who is the Underwriting Agent?

In effecting this contract of insurance, Insurance Facilitators Pty Ltd ABN 90 099 104 480, AFSL No. 289450, will be acting under an authority given to it by the **Insurer**. Insurance Facilitators Pty Ltd will be acting as the agent for the **Insurer** and not for **You** as the Insured.

Our Contract with You

Our contract with **You** is subject to the Insurance Contracts Act 1984 (the Act).

Under the Act **We** each have a duty to act towards each other with utmost good faith. This means that in all **Our** dealings with each other, we must each act with honesty, fairness and reasonableness.

The contract is based on the information **You** gave **Us** when **You** applied for the insurance, and any subsequent information which **You** have supplied.

We will provide cover for those sections of the **Policy** **You** have selected and that are shown on **Your Certificate of Insurance**.

You must pay the premium and any relevant government charges for the **Period of Insurance** and comply with all of the **Policy** terms and conditions.

The **Policy**, any other declarations **You** make and any endorsement, amendment or alteration to **Your** cover will form the legal contract between **You** and **Us**.

Duty of Disclosure

Under the Act **You** have a Duty of Disclosure.

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or that a reasonable person in the circumstances could be expected to know, that 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:

- I. Reduces the risk **We** insure **You** for; or
- II. Is common knowledge; or
- III. **We** know or should know as an **Insurer**; or
- IV. **We** waive **Your** duty to tell **Us** about.

Non-disclosure

If **You** do not tell **Us** anything **You** are required to, and if that omission was relevant to **Our** decision to insure you, and on what terms, **We** may cancel **Your** Contract or reduce the amount **We** will pay **You** if **You** make a claim, or both. The amount **We** pay you may be reduced to zero.

If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the Contract as if it never existed.

In this context, "fraudulent" means something **You** knew might be relevant to **Us** but deliberately chose not to disclose, or something you told **Us**, knowing it to be false.

Agreements Affecting Rights of Subrogation

We will not pay a claim if, without prior agreement from **Your** insurer, **You** make any agreement that will prevent the insurer from recovering the loss from a third party.

Interested Parties

We will not accept any financial interests over **Insured Trees** of any party other than **You**, unless **You** have notified **Us** of such interest and:

- Request the interest to be noted on the **Policy**
- Authorise **Us** to use that party's personal information about **You** in connection with that **Policy**.

We must have agreed and noted that interest on **Your Certificate of Insurance**.

That party is not covered nor do they become an Insured under the **Policy**. If the interests of another party have been noted on the **Policy**, then in the event of a claim **We** are obliged to enquire from that interested party whether the claim is subject to that interest. If so, **We** are obliged to first make payment of the claim to the

interested party and thereafter make payment to **You** of the balance. A payment by **Us** to an interested party constitutes a discharge of **Our** liability to **You** under the **Policy** to the extent of that payment.

This is Not a Renewable Contract

Cover provided under this **Policy** will cease at expiry of the **Period of Insurance** shown on **Your Certificate of Insurance**. If **You** wish to arrange similar insurance with **Us** for the following season, **You** will need to complete the proposal sent to **You** and **We** will provide terms of cover for **Your** consideration.

Underinsurance

You will not be covered in respect of any area which is not shown on **Your Certificate of Insurance**.

If **Your** area planted is greater than the **Insured Crop** nominated by **You**, **Your** claim in respect of **Insured Crop** will be reduced by the underinsurance percentage of the total area planted.

| Example - Underinsurance | |
|----------------------------|------------------------|
| Area planted | 15ha |
| Insured Crop Area | 10ha |
| Area Damaged | 5ha |
| Underinsurance % | 66.7% ((10 ÷ 15)x100)) |
| Underinsurance Calculation | 5ha x 66.7% |
| Net Claim Area | 3.335ha |

Making a Complaint

If **You** have a complaint about an insurance product issued by **Us** or a service **You** have received from **Us**, including the settlement of a claim, please contact **Your** intermediary to initiate the complaint with Insurance Facilitators. If **You** are unable to contact **Your** intermediary, call Insurance Facilitators on (08) 8372 4020.

When **You** first let Insurance Facilitators know about **Your** complaint or concern, the person trying to resolve **Your** complaint will listen to **You**, consider the facts and attempt to resolve **Your** complaint immediately.

If **Your** complaint is still not resolved to **Your** satisfaction then **You** may refer **Your** matter further by writing to **Our** Internal Dispute Resolution Committee as follows.

Internal Dispute Resolution Committee

HDI Global Specialty SE - Australia
Tower One, Level 33, 100 Barangaroo Avenue,
Sydney, NSW, 2000

Your dispute will be acknowledged in writing within 5 business days of receipt, and **You** will be kept informed of the progress of our review of **Your** dispute at least every 10 business days. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** dispute within 15 business days of receipt, provided **We** have received all necessary information and have completed any investigation required.

If **You** are not happy with **Our** response, or **We** have taken more than 15 working days to respond, **You** may take **Your** complaint to the Australian Financial Complaints Authority ("AFCA"), an ASIC approved external dispute resolution body.

AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to **You**. **We** are bound by the determination of the AFCA but the determination is not binding on **You**.

You can contact AFCA at:

Australian Financial Complaints Authority
GPO Box 3, Melbourne, VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

Privacy Statement

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. **We** are bound by the Privacy Act 1988 (Cth), when collecting and handling **Your** personal information. **We** have developed a privacy **Policy** which explains what sort of personal information **We** hold about **You** and what **We** do with it.

We will only collect personal information from or about **You** for the purpose of assessing **Your** application for insurance and administering **Your Policy**, including any claims **You** make or claims made against **You**. **We** will only use and disclose **Your** personal information for a purpose **You** would reasonably expect.

We may need to disclose personal information to other entities within **Our** group, reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **Our** advisers, **Our** agents, **Our** administrators and those involved in the claims handling process (including

assessors, investigators and others), for the purpose of assisting **Us** and them in providing relevant services and products, or the purpose of recovery or litigation. **We** may disclose personal information to people listed as co-insured on **Your Policy** and to family members or agents authorised by **You**. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. **We** will request **Your** consent to any other purpose.

By providing **Your** personal information to **Us**, **You** consent to **Us** making the disclosures set out above which require consent. This consent to the use and disclosure of **Your** personal information remains valid unless **You** alter or revoke it by giving **Us** written notice. Without **Your** personal information **We** may not be able to issue insurance cover to **You** or process **Your** claim.

You also have the opportunity to find out what personal information **We** hold about **You** and, when necessary, correct any errors in this information. Generally, **We** will do this without restriction or charge.

For further information about **Our** privacy **Policy** or to access or correct **Your** personal information, please contact **Us** at the following address:

HDI Global Specialty SE - Australia
Tower One, Level 33, 100 Barangaroo Avenue,
Sydney, NSW, 2000

If **You** believe that **We** have interfered with **Your** privacy in **Our** handling of **Your** personal information **You** may lodge a complaint by contacting **Us**.

We will attempt to resolve **Your** complaint in accordance with **Our** Privacy Complaints Handling Procedure.

If **You** are not satisfied with the resolution of **Your** complaint or with the way that **We** have handled **Your** complaint through the Privacy Complaints Procedure, **You** may be able to refer the matter to the Office of the Australian Information Commissioner.

If **You** would like more information about **Our** Privacy Complaints Procedure please contact **Us**.

The Goods and Services Tax (GST) and Your Insurance (GST Registered Policyholders Only)

Information **You** must give to **Us**

If **You** are registered, or required to be registered, for Goods and Services Tax ("GST") purposes **You** must provide **Us** in writing with **Your** Australian Business Number ("ABN") when requested. **You** must also advise **Us** in writing what **Your** Input Tax Credit ("ITC") entitlement is for the insurance premium either:

- (i) on or before entry into, renewal or variation of this **Policy**; or

- (ii) if permitted under the GST Law, at any other time at or before **You** first notify **Us** of a claim under this **Policy**.

If **You** have told **Us** **Your** ITC entitlement under (a) above and **Your** ITC entitlement later alters, **You** must tell **Us** in writing about that alteration.

If **You** are registered and cease to be registered for GST purposes **You** must tell **Us** immediately in writing.

General Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards and promote consumer confidence in the general insurance industry. Further information about the Code and **Your** rights are available at www.codeofpractice.com.au

DEFINITIONS

Where used in this Policy the following words mean:

Actual Yield

Means the quantity of **Your Insured Crop** You actually achieved that had completed its growth cycle at the time of harvest, or at the time that harvest should have been carried out, expressed in tonnes per hectare

Agreed Value

Means in respect of Dollar (\$) per Hectare Cover option the Dollar per hectare You nominate, as shown on **Your Certificate of Insurance**.

Certificate of Insurance

Means the document and field schedule which forms part of **Your Policy** and describes the important details of **Your** cover.

Deductible

Means the amount which **You** must bear in relation to each and every claim as shown on **Your Certificate of Insurance**.

Insured Crop

Means a single crop set that has reached the same minimum specific growth stage of flower bud burst within a simultaneous seasonal period, specified by block, variety and total hectares, as nominated by **You** and shown on **Your Certificate of Insurance**.

Only one crop set can be insured in the same **Policy Period of Insurance**.

Insured Yield

Means the quantity of **Insured Crop**, expressed in tonnes per hectare, **You** nominate as expected to produce as shown on **Your Certificate of Insurance**.

Percentage Loss

Means the difference between the **Potential Yield** for each block with an insured loss, and **Your Actual Yield**.

Period of Insurance

The **Period of Insurance** as shown on **Your Certificate of Insurance**.

Means the period beginning 48hours, after 9.00am EST on the day **We** agree to accept **Your** request for cover.

Cover ceases at the earlier of completion of harvest from the tree or the expiry date on the **Period of Insurance**.

Potential Yield

Means in respect of Dollar (\$) per Hectare Cover option the **Actual Yield** expressed in tonnes per hectare **You** would have harvested if **You** had not had a claim on this

Policy but no greater than the **Insured Yield** nominated by **You** as shown on **Your Certificate of Insurance**.

The loss of **Potential Yield** will be determined solely on the basis of the non-marketable proportional loss expressed as a reduction in weight

Policy

Means this document, the **Certificate of Insurance** and any endorsement to the **Policy**, all of which are to be read together.

Sum Insured

Means in respect of Dollar (\$) per Hectare Cover option, the sum of the number of hectares of **Insured Crop You** have declared to **Us** multiplied by the **Agreed Value** per hectare as set out in **Your Certificate of Insurance**, subject to a maximum amount of \$5,000,000 in respect of **The Orchard**.

The Orchard

Means the locality of **Your Insured Crops** that are within a contiguous area or within a land title boundary for which **You** are the landowner, right-holder, lease holder and/or sharefarmer.

If **You** have **Insured Crops** at more than one locality, the **Policy** will apply separately, in respect of each locality, as shown on **Your Certificate of Insurance**.

We, Us, Our

Means HDI Global Specialty SE – Australia

You, Your

Means the person or entity named in the **Certificate of Insurance**.

WHAT YOU ARE COVERED FOR

Provided **You** have paid the premium, **We** will insure **You** against loss of, damage to or destruction of the **Insured Crops** as shown on **Your Certificate of Insurance** caused by any of the Insured Perils at **The Orchard** during the **Period of Insurance**, subject to the terms, conditions and exclusions of this **Policy**.

Insured Perils

To constitute a claim under this Policy, loss of, damage to or destruction of the **Insured Crops** must be caused solely and directly by one or more of the following Insured Perils

1. Hail Strike

Means loss of, damage to or destruction of plant parts as a direct result of the impact of pellets or stones of frozen rain falling during showers or storms.

2. Fire

Means the actual ignition of plant parts within **The Orchard**, not caused by or resulting from fermentation, heating or any process involving application of heat.

3. Explosion

Means loss of, damage to or destruction of plant parts caused by a sudden and violent release from a container under pressure, excluding damage to or explosion of pressure vessels (which includes but is not limited to boilers, compressors and air receivers and any of their contents) which require certification under law.

4. Lightning

Means a sudden discharge of electrically charged particles associated with a storm, leaving visible and physical evidence of the same.

5. Earthquake or Volcanic Eruption

Means sudden earth movement associated with seismic activity and includes subterranean fire, or volcanic eruption arising from earthquake.

6. Aircraft

Means impact by aircraft, spacecraft or other aerial devices designed to fly, including impact from items dropped from same.

7. Impact

Means sudden and violent impact by a vehicle (whether registered or unregistered but not a vehicle being driven by **You** or any of **Your** family or employees) and/or its load and/or an animal (excluding eating, grazing, chewing, clawing or pecking of animals or birds or impact by pets or birds).

8. Theft

Means the unauthorised removal of **Insured Crop** by person or persons unknown (with cover extending to damage caused during an act of theft).

BASIS OF SETTLEMENT

In the event of a loss, subject otherwise to the terms, conditions and exclusion of this **Policy**, the amount **We** will pay **You** will be determined on the basis of the following provisions and subject to the Cover Option selected by **You**.

Yield Loss Assessment

Loss of Potential Yield due to **Hail Strike** occurs if any of the fruit has been assessed with any of the following:

- (a) More than two hail indentations greater than 2.0mm in diameter

- (b) One hail indentation more than 4.0mm in diameter
- (c) Split skin due to hail damage
- (d) Unhealed dark or discoloured bruising due to hail damage
- (e) Fruit on the ground due to Hail Strike indentation damage or Earthquake
- (f) Fruit destroyed by Fire
- (g) Unauthorised removal of **Insured Crop**
- (h) Impact by Vehicle or Aircraft

The **Percentage Loss** is determined by the loss adjuster appointed by **Us** to determine the non-marketable proportion of **Insured Crop** yield due to Insured Perils. Final assessment of Damage mark to fruit will be assessed at harvest time, except for fruit on ground which may be assessed at the time of loss and adjusted where appropriate at harvest for any subsequent fruit shedding.

\$ per Hectare Cover – Agreed Value

The loss adjuster determines the **Percentage Loss** for each block that has suffered an Insured Peril. The **Percentage Loss** will then be multiplied by the **Sum Insured** of the block in which the loss occurred. From this amount will be deducted: the **Deductible** shown on the **Certificate of Insurance**; any salvage from damaged fruit determined by the current market price and any growing cost savings determined by the loss adjuster.

We will not pay any more than the **Sum Insured** stated in **Your Certificate of Insurance** for all claims arising during any one **Period of Insurance**.

Additional Benefits

If **We** pay a claim, then **We** will also pay costs necessarily and reasonably incurred by **You** to avoid or minimise further loss or damage to **Your Insured Crop**. Such costs may include, but not be limited to, additional sprays or chemical applications.

We will not pay more than \$1,000 per hectare and \$20,000 in the aggregate for all claims during the **Period of Insurance**.

EXCLUSIONS

We are not liable for loss of, damage to or destruction of **Your Insured Crops** caused directly or indirectly by or arising from, or for:-

- (a) consequential loss of any kind, including but not limited to, loss of quality, loss of market, downgrading or rejection by **Your** contracted buyer or future crops.

- (b) smoke tainting whether caused by an **Insured Peril** or not;
- (c) vermin, birds, insects, larvae, disease, virus(es), bacteria, fungus or bunch rot, howsoever caused;
- (d) loss, restoration, repair or replacement of the physical structure of the tree (which may include, but not be limited to temporary propping, pruning, tree reconstruction or re-establishment of any kind);
- (e) wind, rain, sun burn or chill injury, whether associated with or following the action of an **Insured Peril** or not;
- (f) an excess or deficit of water or moisture;
- (g) loss occurring prior to the commencement of the **Period of Insurance** as defined and listed in **Your Certificate of Insurance**;
- (h) water from, or action of, the sea, tsunami, tidal wave, high water;
- (i) war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or resumption or nationalisation or requisition or destruction of or damage to citrus trees or their crop by or under the order of any government or public or local authority;
- (j) **Your** insolvency or bankruptcy or liquidation;
- (k) wilful, dishonest, fraudulent or criminal act or omission of **You** or any member of **Your** family;
- (l) loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any acts of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss including any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

For the purpose of this exclusion an act of terrorism means 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 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion applies notwithstanding any provision to the contrary within this insurance or any endorsement thereto.

- (m) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (n) seepage, pollution or contamination;
- (o) fines and/or penalties imposed by contract or law and/or for any trading debts.

We do not provide cover, and We are not liable to pay any claim or provide any benefit under the Policy to the extent that such claim payment or the provision of such cover or benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the United Kingdom, the European Union, one (1) of its member states, or the United States of America.

CONDITIONS

To establish a claim under this **Policy You** must comply with the following conditions. Failure to do so may result in the non-payment or reduction of **Your** claim.

1. Claims

In the event of a circumstance which does or could give rise to a claim under this Policy **You** must -

- (a) advise **Us** or **Your** broker within 48 hours by telephone, in person, by email or facsimile of **You** becoming aware of any claim;
- (b) complete and return **Our** claims notification form and supporting maps showing the damaged area;
- (c) take all reasonable steps to reduce the loss and prevent further loss;
- (d) report to the Police if **You** suspect arson or malicious damage;
- (e) give **Us** and **Our** representatives assistance in their inquiries, access to conduct any inspection and remove any samples from **The Orchard** and provide all documents and information **We** deem necessary to quantify the claim;
- (f) be available or have an authorised representative available when **Our** loss assessor is at **The Orchard**.

2. Deductible

Deductibles, each of the amounts shown on **Your Certificate of Insurance**, are payable by **You** as follows:

- (a) separate **Deductibles** apply for separate **Insured Perils**. That is, one **Deductible** applies for a frost claim, a separate one for a Hail Strike claim, and a separate one for each other claim arising from a different **Insured Peril**;
- (b) one **Deductible** applies per Insured Peril, per season, irrespective of the number of incidents caused by that Insured Peril.

3. Premium

\$ per Hectare Cover – Agreed Value

The premium charged at the commencement of the **Period of Insurance** is to be considered first and final payment.

4. Husbandry

You must ensure that **Insured Crop** will be grown and tended in a manner consistent with generally accepted good orchard husbandry practice and that all reasonable steps and loss prevention measures are taken for the protection and preservation of the citrus trees and/or citrus crop.

5. Loss Mitigation

You must use due care and agree to do all that is reasonably practical to avoid or diminish any loss or damage covered under this **Policy**.

6. Material Change

You must advise **Us** of any material change to **The Orchard** which may effect the **Insured Crop**.

In the event of any such material change, **We** reserve the right to amend the **Policy** terms and/or conditions, or cancel the **Policy** if **We** deem it appropriate.

7. Other Insurance

You must advise **Us** of all other insurances **You** have relating to the citrus trees or the **Insured Crop**.

8. Other Interests

The cover provided by this **Policy** does not extend to an interest that is not **Your** interest (unless it is a third party interest notified to **Us** in writing, and accepted by **Us** in writing and as noted in **Your Certificate of Insurance**). **We** will not be liable under this **Policy** to anybody except **You**.

9. Assignment

No interest in this **Policy** may be transferred to any other party without **Our** prior written consent.

10. Cancellation

You may cancel the **Policy** at any time by advising **Us** in writing. **You** will not be entitled to any refund of the premium.

We may cancel the **Policy** in accordance with the Insurance Contracts Act 1984. If **We** do, **We** will provide a partial refund of premium in such an amount as **We** may determine.

11. Subrogation

If **We** pay a claim, **We** are subrogated to **Your** rights against any other party in relation to the claim.

You must not exclude or limit **Your** rights against any such party. If **You** do, **We** will not pay a claim to the extent **We** can no longer recover from that other party because those rights are affected.

12. Declaration of Crop Yield (Variable Cover Only)

You agree to complete and sign a declaration of crops harvested. **You** will complete the declaration by June 30th after harvest of the insured crop. If **You** do not complete and sign the declaration by the due date then **We** will deem the **Insured Yield** as **Actual Yield**.

13. Cut-off Date for Insurance

After 30th November no citrus insurance policies will be issued without the prior written approval of the **Insurer**.

14. Underinsurance

You will not be covered in respect of any blocks which are shown on **Your Certificate of Insurance**.

If the planted area for any block, is greater than the block **Insured Crop** area, **Your** claim in respect of each block **Insured Crop** area will be reduced by the underinsurance percentage of the block planted area.