

Sugar Cane Crop Insurance

Sugar Cane Australia

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
Level 20, 357 Collins Street, Melbourne, VIC 3000
Phone: (03) 9603 1050 **Fax:** (03) 9620 1222 **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 insurance Policy

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 of Level 12, 2 Market Street, Sydney, NSW 2000. 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.

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. We will not pay more than the Total Sum Insured for any one or all insured claims or losses combined during the Period of Insurance.

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, 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; offer Our products and services and those of Our related companies, brokers, intermediaries and business partners that may interest You; and conduct market or customer research to determine those products or services that may suit You.

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.

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) 9603 1050 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. You can obtain more information on the Code of Practice and how it assists You by contacting Us on (03) 9603 1050 9am-5pm Melbourne time, Monday to Friday.

Dispute resolution process - helping You solve any problems

We strive to do things the right way and meet Our customers' expectations. Sometimes though, complaints or disputes do occur and when this happens, Our objective is to resolve any disagreement as amicably and as quickly as possible.

Here is what to do if a complaint or dispute arises

Regardless of whether the complaint or dispute involves Our staff, an agent, Loss Adjuster, assessor, investigator or the service We provide, simply contact Us on (03) 9603 1050 9am-5pm Melbourne time, Monday to Friday and ask to speak to the team leader and provide them with the details of the issue concerning You. They will attempt to resolve the complaint or dispute; if they are unable to do so they will log it and refer it to the appropriate business unit for resolution.

We have established a complaints and disputes resolution process. This is a free service. It is a system designed to log, track, escalate and monitor complaints received from clients and customers about Our services and products.

A staff member involved in the complaints and disputes resolution process will write to You within fifteen (15) working days advising the outcome of the review and reasons for their decision. We do

not consider a complaint or dispute to be resolved until a proposed resolution or solution has been communicated to You and You have accepted the resolution or solution.

If You are not satisfied with the outcome of this process

If We are unable to resolve the complaint or dispute, We will offer You the option of referring the matter to the insurance industry's external independent complaints scheme (subject to eligibility). The scheme will only review complaints or disputes if they have gone through Our internal complaints and disputes resolution process.

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
Level 20, 357 Collins Street, Melbourne, VIC 3000
Telephone: (03) 9603 1050
Fax: (03) 9620 1222
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.

Agreed Value:

The Agreed Value per tonne of sugar cane as specified in the Schedule of Insurance.

Application:

The form required to be completed and signed by You and sent to Us giving details of the sugar cane crops 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 Property(ies) which should be provided with the Application.

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.

Damage:

Physical damage to the Insured Crop due to an Insured Event.

Estimated Yield:

The amount specified in the Schedule of Insurance as the Estimated Yield (tonnes of sugar cane per hectare) from Your Insured Crop.

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 Sum Insured:

The Field Sum Insured is calculated as follows:

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

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 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;
- g) a dam.

Hail:

The Damage to an Insured Crop caused by the direct impact of frozen water falling from the sky. It does not include loss due to any other cause such as wind, snow and/or rain or the melting of hailstones, whether or not accompanying the storm that produced the Hail.

Harvested Sugar Cane:

The sugar cane that has been harvested from Your Insured Crop.

Insured:

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

Insured Crop:

The sugar cane crop that is insured under the Policy as specified in the Schedule of Insurance.

Insured Event:

The type of Insured Event covered under the Policy.

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 of time during which cover is provided under Your Policy as specified in the Schedule of Insurance.

Policy:

The complete contract between You and Us, including the latest Schedule of Insurance, Policy wording and any endorsements or other written changes to the cover We issue You.

Potential Yield:

The yield (tonnes of sugar cane per hectare) that the Insured Crop 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 Insured 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 Insured Crop is situated, incorporating the latitude and longitude coordinates specified in the Schedule of Insurance.

Sugar Mill:

The Sugar Mill or Sugar Mills listed in the Schedule of Insurance to which You may deliver Harvested Sugar Cane during the Period of Insurance and shall include any other Sugar Mills to which You deliver Harvested Sugar Cane during the Period of Insurance if You first advise Us of this and We, in Our absolute discretion, agree in writing to You doing so.

Schedule of Insurance:

The relevant document of that name We have provided to You which specifies important information such as Your Policy number, the Total Sum Insured 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.

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 of Level 12, 2 Market Street, Sydney, NSW 2000 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 occurring during the Period of Insurance.

3. What We Will Pay

All claims will be calculated in accordance with 5. Basis of Settlement.

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.

4.1 Additional working costs

We will pay You for the reasonable and necessary additional costs of working 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 prior to being incurred.

A separate Excess is applicable to additional working costs claims.

4.2 Firefighting costs

We will pay for the reasonable and necessary incurred costs to minimise the insured loss from Fire including fire brigade charges.

A separate Excess is applicable to firefighting costs claims.

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 Insured Crop

We will pay You for the loss or Damage to Your unharvested Insured Crop for the amount calculated as follows:

For the Insured Event of Fire:

- 5.1.1** We will assess the loss of yield from Insured Crop due to an Insured Event by calculating the difference between the actual yield 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 Insured Crop 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 Agreed Value or 85% of the Potential Value.

For the Insured Event of Hail:

- 5.1.5** We will pay You for the loss or Damage to Your unharvested Insured Crop as a direct result of Hail, 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 You reasonably and necessarily incur in additional working costs, less the Excess specified in the Schedule of Insurance for additional working costs.

5.3 Firefighting costs

We will pay You an amount for firefighting costs incurred by You under clause 4.2 that You reasonably and necessarily incur to minimise an insured loss caused by Fire, less the Excess specified in the Schedule of Insurance for firefighting costs.

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 Insured Crop that has been lost or Damaged and multiplying that number by the lesser of the Agreed Value or 85% of the Potential Value, less the Excess specified in the Schedule of Insurance for Harvested Sugar Cane in transit.

We will not pay for any claim made under clause 5.1, 5.2, 5.3 and 5.4 that is assessed at less than \$500.

We will not pay more than the Total Sum Insured for any one or all insured claims or losses combined during the Period of Insurance.

5.5 Loss Adjuster

We may appoint a Loss Adjuster to assess Your claim under Your Policy. You must co-operate fully with the Loss Adjuster including any requests to provide 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 permitted by law. The Loss Adjuster may make recommendations concerning Your claim under Your Policy, but We reserve the right to make the final decision as to 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 Insured Crop is 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 Your 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 increased 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.

- 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 Insured Crop) We will pay for the GST amount.
- We will pay the GST amount in addition to the Total Sum Insured or other limits specified in the Policy or in the current Schedule of Insurance.
- If Your Total Sum Insured 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 for by the amount of any input tax credits to which You are or would be entitled.
- 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 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 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 it is to avoid or reduce Damage that would otherwise happen;
- b) wind, whether in conjunction with impact by Hail or not, or water or moisture damage to the Insured Crop, whether such water or moisture derives from melting hailstones or not;
- c) Flood;
- d) any consequential loss, such as downgrading of the Insured Crop or failure to supply a contract;
- e) loss of quality or grade of the Insured Crop;
- f) loss of nutritional value of the Insured Crop;
- g) crop grown for experimental purposes unless We agree in writing to cover this risk;
- h) 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);
- i) disease, including disease arising as a consequence of an Insured Event;
- j) the use of chemicals;
- k) 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;
- l) 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;

- m) 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;
- n) earthquake, volcanic eruption or subterranean fire;
- o) 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;
- p) any movement in value or price of the Insured Crop other than as specified in Section 5.1;
- q) 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 Insured Crop 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 possible after the Loss Adjuster has been able to accurately determine the extent of Your loss. This will be after the normal time for harvest of the Damaged Insured Crop, any inspection of current and prior years' records and after any further analysis that is required has been completed.

We will normally pay a claim only after harvesting is completed because the calculation of the amount of a claim may depend on the assessment of the Potential Yield and the calculation of the Potential Value. However, We may make an interim payment to You in respect of an insured loss for an amount up to 50% of Our provisional estimate of the amount of that insured loss. Whether We do so is entirely a matter for Our discretion. If We make an interim payment which exceeds Our final assessment of the amount payable to You under the Policy in respect of an insured loss, You must pay to Us the difference within ten (10) days after We request You to do so.

7.3 Assignment of interest

If You wish to transfer Your interest in the Insured Crop 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.

7.4 Cancellation

You may cancel Your Policy at any time by giving Us written notice at Level 20, 357 Collins Street, Melbourne, VIC 3000, but You will be charged the full premium and Government taxes, duties and other charges and will not receive a refund of premium. We may cancel Your Policy in accordance with the Insurance Contracts Act 1984. Upon cancellation by Us, We will inform You in writing and a proportionate refund of premium (less any amounts in relation to Government taxes, charges and levies 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.

7.5 Good management

Your Policy is issued to You on the understanding that You will take all reasonable steps necessary to employ best farming practices, to grow, harvest, store and transport Your Insured Crop and the sugar cane harvested from it; and to protect Your Insured Crop and the sugar cane harvested from it, from loss or damage of any type.

If We or the Loss Adjuster determines that Our interests have been prejudiced, or the Insured Crop's Potential Yield has been reduced or a claim 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.

7.6 Changes to the Agreed Value or Estimated Yield

The Schedule of Insurance specifies the Agreed Value and Estimated Yield for each Insured Crop.

Subject to Our approval, You may change the Agreed 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 Agreed Value or Estimated 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.

7.7 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.

7.8 Subrogation

Subject to the Insurance Contracts Act 1984, 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 give full information and cooperation that We may require.

7.9 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.

7.10 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 Insured Crop 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 Crop; 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 Crop. We will never pay to such persons an amount exceeding the loss suffered by them.

7.11 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) so We may verify Your Insured Crop yield or to assist in calculating a claim that has been made under the insurance. We may also use satellite imagery and any other technology or services to assist Us in the verification process of Your Insured Crop's Potential Yield.

7.12 Inspection of Insured Crop

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

7.13 Governing law and jurisdiction

Your Policy is governed by the law of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which Your Policy was issued.

7.14 Premium 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, charges and levies 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.

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 within forty eight (48) hours stating the time when the loss or Damage occurred, the cause, a description of the Insured Crop which is the subject of the claim, a detailed farm map showing the exact location of all the Damaged Insured Crop, 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.

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

Telephone: (03) 9603 1050, or
Facsimile: (03) 9620 1222, 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 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 Insured Crop, We may:

- inspect and take possession of any property that is subject of the claim;
- keep possession of the property that is subject of the claim for any reasonable purpose; or
- 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 Insured Crop has been affected by an Insured Event and the Insured Crop is ready for harvest or is being harvested, You may harvest or continue to harvest provided You leave evidence of the Damage to the Insured Crop and any strips of undamaged crop, if instructed to do so by Our Loss Adjuster.

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 Insured Crop has been caused by arson or malicious damage.

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as agent for the insurer
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The information contained in this Policy wording is current as at May 2018.

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