

Rice Crop Insurance

Rice Crop Australia

Policy wording



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Primacy Underwriting Management Pty Ltd

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

Tel: (03) 9603 1050 Fax: (03) 9620 1222 E-mail: broadacre@pum.com.au

Web: www.pum.com.au

Important information

Please read the following notices carefully.

About Your policy

This is Your Rice 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 agreed with You.

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.

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

Not a renewable policy

Cover under this policy is not renewable and ceases when the Period of Insurance specified in Your Schedule of Insurance ends. 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 Ltd 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'.

Limit of liability

Some sections of this policy have sub-limits. You must read this Policy wording and make sure You understand these sub-limits. Under no circumstances will Our liability exceed the total sum insured by this policy.

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.

Third party interests

You must inform Us of the interests of all third parties (e.g. financiers, lessors, sharefarmers, etc) to be covered by this insurance. We will protect their interests only if You have informed Us of them and We have noted them in the Schedule 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.

Preventing Our right of recovery

Where another person or entity is liable to compensate You for any loss, destruction or physical damage which is covered by this policy, but You have agreed not to seek recovery of any monies from that person or entity, We will not cover You under this policy for that loss, physical damage or liability.

Insuring clause

We agree to provide insurance protection in accordance with this Policy wording and the coverage You have selected, provided You have paid the required premium and government taxes, duties and other charges.

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 Ltd 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; people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners; 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 Melbourne time 9am-5pm, 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 Melbourne time 9am-5pm, Monday to Friday.

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.

Reduction of claim amount if an agreement prejudices Our recovery rights

You must not enter into an agreement or undertaking that limits or excludes Your right to recover from a person in respect of an insured loss. If You do so, or if You have already done so, We are entitled to reduce a claim made by You under the policy to the extent of any prejudice We suffer in not being able to successfully bring an action in Your name against that person to recover an Insured Loss. This does not apply in relation to an agreement or undertaking specifically noted in the Schedule of Insurance.

Cost of this insurance

The insurance provided under this policy is subject to Your payment or agreement to pay the premium We require by the agreed time. In order to calculate Your premium, We take various factors into consideration, including:

- the type of crop insured;
- the location of your crop;
- history of losses in your district;
- your claims history;
- the types of cover requested;
- the sum insured;
- the excess.

Your premium also includes amounts payable in respect of compulsory Government Charges (including stamp duty and GST).

Contact details

Primacy Underwriting Management Pty Ltd

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: primacy@pum.com.au

Website: www.pum.com.au

Section 1. Definitions

For the purpose of this policy and any other documentation provided by Us, which attaches to and forms part of this insurance the definition provided in this section will apply.

Aircraft:

Means any vessel, craft or thing designed to transport persons or property in or through the air or space.

Chemical Overspray

Means Chemical Overspray solely through localized air currents from a ground spraying operation (not an aerial spraying operation) carried out outside the Insured Property and within two (2) km of the nearest boundary of the Insured Property.

Emergence

Means the stage in normal growth when the first shoot of the seed appears above ground.

Excess Percentage

Means the amount specified in the Schedule of Insurance as the Excess Percentage. The Excess Percentage is the percentage Loss of Yield for each Insured Paddock that You have agreed to bear in respect of any claim under this policy for an Insured Loss arising from Hail Strike.

Final Harvest Date

Means the date specified in the Schedule of Insurance as the Final Harvest Date.

Final Pool Price plus Varietal Premium

Means the Final Pool Price You receive from Ricegrowers once the Final Pool Price has been calculated. Any Varietal Premium agreed will be added to the Final Pool Price for the purpose of calculating the price on which claim payments are made.

First Pool Price Estimate

Means the pool price estimate declared by Ricegrowers when You first take out cover at the time of planting. All premiums will be calculated using the First Pool Price Estimate.

Flood:

Means 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.

Government Charges

Means government taxes, charges and levies, including stamp duty and Goods and Services Tax.

Hail Strike

Means the direct impact on plant parts of hard pellets of ice falling from the sky.

Harvested Seed

Means seed harvested from Your Insured Crop.

Impact by Aircraft

Includes impact from a part of an Aircraft.

Insured

Means the person named as the Insured in the Schedule of Insurance.

Insured Crop

Means the particular crop type that is insured under this policy as shown in the 'Crop details' in the Schedule of Insurance.

Insured Event

Means an event that You are insured against under this policy.

Insured Loss

Means loss or damage You are insured against under this policy.

Insured Paddock

Means a paddock noted in Your proposal form and in the Schedule of Insurance which is clearly identifiable to a loss assessor upon inspection of the Insured Property.

Insured Property

Means the property noted in the Schedule of Insurance where the Insured Crops are grown.

Insurer

Means Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence 234708 (Allianz).

Intrusion of Livestock

Means intrusion of livestock onto the Insured Property from outside the Insured Property.

Loss of Yield

Means loss of harvestable seed.

Motor Vehicle

Means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer made or intended to be drawn by any such machine and excludes any Aircraft and any Watercraft.

Potential Yield

Means the yield (tonnes per hectare) that You would have produced from the Insured Crop in an Insured Paddock if no Insured Event had occurred.

Primacy

Means Primacy Underwriting Management Pty Limited, ABN 87 070 058 212 AFS Licence 237271 and is the agent of the Insurer.

Schedule of Insurance

Is the attachment forming part of this policy, which shows Your policy number and includes important details of cover. If the policy is altered, We will issue a replacement Schedule of Insurance.

Total Amount Payable

Means the amount specified in the Schedule of Insurance as the Total Amount Payable for this policy and is the combination of the premium and Government Charges.

Watercraft

Means any vessel, craft or thing made or intended to float in or travel on or through water.

We, Us and Our

We, Us and Our refer to the Insurer.

You and Your

You and Your refer to the Insured.

Headings

Where headings are used in this policy, they are purely descriptive in nature and are not intended to be used for interpretive purposes.

Section 2. What We cover under this policy

2.1 Loss of Yield of unharvested Insured Crop

We will pay You for Loss of Yield of Your unharvested Insured Crop resulting from damage occurring during the period of this policy caused solely and directly by: Fire or Hail Strike.

2.2 Additional cover

We will also cover You for the following additional cover:

2.2.1 Intrusion of Livestock

Loss of Yield of Your unharvested Insured Crops that results from damage during the period of cover caused solely and directly by the Intrusion of Livestock on the Insured Property provided that:

- such livestock are not owned, agisted or leased by You or in Your physical or legal control;
- such livestock are not owned, agisted or leased by, or in the physical or legal control of, a person with whom You have a family relationship;
- such intrusion does not take place from adjacent land owned by the person with whom You have a share farming agreement in relation to the Insured Property;
- a gate or fence is suitably constructed and maintained to hold out the type of livestock normally grazed on adjoining or nearby properties;
- You take reasonable precautions to keep a gate or fence closed and secured when it is not in immediate use; and
- You must provide Us with the name and address of the person responsible for such livestock and the owner of the property from which they strayed.

2.2.2 Chemical Overspray

Loss of Yield of Your unharvested Insured Crops that results from damage during the period of cover caused solely and directly by Chemical Overspray provided that: the Chemical Overspray was not performed by You or on Your behalf;

- the drift of chemicals was not from a property that You own, share-farm or lease, or that is in Your physical or legal control; and
- You must provide Us with the name and address of the person responsible for the Chemical Overspray and the owner of the property on which the ground spraying operations are alleged to have taken place.

2.2.3 Crop establishment costs

The reasonable costs of replanting Your Insured Crop which has been severely damaged by an Insured Event during the period of cover. We will also provide cover under this policy in respect of the replanted crop on the same terms and conditions:

- with no additional premium being payable by You if You replant the same crop type; or
- if You agree to pay any additional premium if You replant a different crop type with Our approval.

2.2.4 Harvested Seed in temporary bin

Loss of or damage to Harvested Seed while it is being stored in a temporary bin on the Insured Property for a period of ninety six (96) hours after the Harvested Seed was first put in the temporary bin immediately after harvest before being transported from the Insured Property to a receival point in Australia provided that such loss or damage:

- occurs during the period of cover for Harvested Seed;
- is caused solely and directly by fire, lightning, explosion, riot, malicious act, Impact by Aircraft, impact by a Motor Vehicle, earthquake or storm; and
- at the time such loss or damage occurs, the Harvested Seed is protected by an adequate weather proof cover and is in an adequately constructed bin.

There is no cover under this clause for any loss or damage arising directly or indirectly from any of the following:

- the Harvested Seed having been stored in a grain harvest bag;
- gradual deterioration or decay;
- loss due to Flood;
- animals, birds, termites, vermin, insects or larvae;
- leakage from faulty temporary storage bins; and
- shortage disclosed on taking an inventory.

2.2.5 Harvested Seed in transit

Loss of or damage to Harvested Seed while it is in transit to a temporary bin on Your Insured Property or from Your Insured Property to a receival point in Australia for a period of ninety six (96) hours after the Harvested Seed was first harvested provided that:

- such loss or damage occurs during the period of cover for Harvested Seed and is caused by fire or by a sudden and accidental event that is not excluded by this policy; and
- at the time such loss or damage occurs, the Harvested Seed is protected by an adequate weather proof cover and is being transported in a vehicle that is roadworthy and is carrying a load that does not exceed any statutory load limit.

Section 3: Period of policy and cover

3.1 Period of policy

The period of this policy commences on the date specified in the Schedule of Insurance as the 'Commencement date'. That date has been set at forty eight (48) hours after 4.00 pm on the day We accepted Your request to insure Your crop; and ends at the time and on the date specified in the Schedule of Insurance as the 'Expiry date'.

3.2 Period of cover for unharvested crops

Within the period of this policy, the cover provided by this policy in respect of Your unharvested Insured Crops.

- commences from Emergence and ends as soon as the seed has been harvested from it or on the date specified in the Schedule of Insurance as the Final Harvest Date, whichever is the earlier; and

3.3 Period of cover for Harvested Seed

Within the period of this policy, the cover provided by this policy in respect of Harvested Seed commences when the seed is harvested from Your Insured Crop and ends, at the latest, when the period of the policy ends.

Section 4: What You have to pay for cover under this policy

4.1 You must pay Us a premium for this policy.

You must also pay Us any Government Charges that are payable in relation to it. You must pay the Total Amount Payable in full by the date stated in the Schedule of Insurance. If You fail to do so, We are entitled to cancel this policy and, if We do so, You must still pay Us the Total Amount Payable.

4.2 The Total Amount Payable

The Total Amount Payable is based on actual yields or the Potential Yields If You suffer a loss and the First Pool Price Estimate.

Section 5: Basis of cover

5.1 Final Pool Price plus Varietal Premium

The cover under this policy for paying claims is based on the Final Pool Price plus Varietal Premium if any. The amount of any Insured Loss will be calculated on the basis of the Final Pool Price plus Varietal Premium if any.

Section 6: Claims

6.1 Reporting Your Claim

You must give Primacy written notice within forty eight (48) hours, or on the next working day, of the occurrence of any loss or damage, whichever is the earlier. You should use a Primacy Loss Notification Form (available on www.pum.com.au) and include all the relevant details, including the date and time the loss or damage occurred, the cause of the loss, a farm map detailing the location of all Insured Paddocks as per the Schedule of Insurance and the details of the damage to Your Insured Crops in all Insured Paddocks.

6.2 Loss Assessor

Primacy will appoint a loss assessor to assess Your claim under this policy.

6.3 You must co-operate fully with Our loss assessor.

This includes promptly meeting any reasonable requests, including requests:

- to provide access to the Insured Property or Your records at any time during the period of the policy and within six months after it ends;
- to obtain or provide any information;
- to create and keep any records; and to provide harvested yields for all crops whether damaged or not.

6.4 Recommendations to Us concerning Your claim

Our loss assessor will make recommendations to Us concerning Your claim under this policy, but We reserve the right to make the final decision on whether Your claim is covered by the policy and, if so, the amount You are entitled to be paid in respect of it.

6.5 Loss mitigation

You must do everything that is reasonable to minimise or mitigate any Insured Loss and to prevent further loss or damage.

6.6 What to do if You have a claim at harvest

If an Insured Event causes loss or damage to an Insured Crop while it is being harvested or when it is ready to be harvested, You must continue to harvest or begin harvesting the crop. However, You must:

- leave five (5) random sample areas (each approximately twenty (20) metres long and approximately three (3) metres wide – roughly the size of a cricket pitch) evenly spread across every forty (40) hectares in each damaged paddock;
- leave the entire stubble of the harvested crop in each damaged paddock, including the stubble of any part of the crop that is undamaged;
- and not graze, burn, cultivate, cut or interfere in any way with either the unharvested sample areas or the stubble from the harvested crop until Our loss assessor has inspected them.

Section 7: Claim Payment

7.1 Amount payable for unharvested crops

We will pay You for the Insured Loss to Your unharvested Insured Crops in respect of each Insured Paddock separately.

7.2 The amount We will pay

The amount We will pay for the Loss of Yield of Your unharvested Insured Crops for each Insured Paddock will be calculated as follows:

- We will assess the percentage Loss of Yield from the particular crop due to an Insured Event;
- to the extent any of that percentage Loss of Yield arises directly from Hail Strike, We will deduct the Excess Percentage;
- We will apply the remaining percentage (provided it is a positive number) to the Potential Yield of the Insured Crop;
- We will multiply the resulting number of tonnes by the Final Pool Price plus Varietal Premium if any;
- We will multiply the resulting value by the area of unharvested Insured Crop in the Insured Paddock at the date of the Insured Loss.

7.3 Amount payable for Harvested Seed

The amount We will pay You for Insured Loss in respect of Harvested Seed will be calculated by taking the number of tonnes of rice that has been lost or damaged and multiplying that number by the Final Pool Price plus Varietal Premium, if any.

7.4 Amount payable for Crop Establishment Costs

The amount We will pay You for any claim made under clause 2.2.3 will be calculated by multiplying the area (hectares) severely damaged by Hail Strike by the amount stated in the Schedule of Insurance as the 'Sum Insured Crop Establishment Costs'.

7.5 Limits on amount payable for additional cover

Notwithstanding anything contained in this policy, for claims made under clauses 2.2.1, 2.2.2, 2.2.3, 2.2.4, and 2.2.5:

- We will not pay more than \$50,000 for any one such claim, and in the aggregate in respect of all such claims.

7.6 Time for payment of a claim

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.

7.7 Interested third parties

We are entitled to pay a claim to a person noted as having a financial interest in the Schedule of Insurance to the extent of that person's interest in this policy.

7.8 Share Farming

If, because of a share farming arrangement, You have insured only a percentage of Your crops as noted in the Schedule of Insurance, We will only pay You that percentage of the amount You would otherwise have been entitled to be paid in respect of any claim under this policy.

7.9 Limits on amount payable for Share Farming

If You have insured 100% of Your crops, but the interest of another person under a share farming arrangement, We are entitled to reduce the amount We pay to You in respect of any claim under this policy by the percentage of that person's noted interest and to pay that amount to that other person.

7.10 Additional Harvest Expense Benefit

Where the percentage loss of Potential Yield determined by Our assessors is greater than 70 percent, We will pay you an Additional Harvest Expense Benefit.

The amount We will pay is 50 percent of the difference between the assessed loss and 70 percent. This amount will be added to the percentage loss of Potential Yield.

The maximum net loss percentage We will pay You cannot be greater than 100 percent.

For example

Assessed loss:	80%
Extra Harvest Allowance:	5%
50% of the difference between	(80% -70%)
Percentage loss payable:	80% + 5% = 85%
(less the applicable excess)	

Section 8: Claims We will not pay for

We will not pay claims relating to the following:

8.1 Consequential loss

For any form of consequential loss, such as downgrading of the seed, loss of germination ability, or failure to supply a contract.

8.2 War risks

In respect of loss or damage arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, an order of any government or public or local authority, or looting, sacking or pillage following any of these events.

8.3 Terrorism risks excluded

It is agreed that, this insurance excludes loss, 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.

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 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.

This exclusion also excludes loss, damage, 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.

8.4 Expropriation risks

In respect of loss or damage arising directly or indirectly from the lawful seizure, confiscation, requisition or nationalization of seed.

8.5 Nuclear risks

In respect of loss or damage arising directly or indirectly from ionizing radiations, contamination, radioactivity from any nuclear fuel or nuclear waste, or from the combustion of nuclear fuel or from any self sustaining process of nuclear fission.

8.6 Riot, labour disturbance etc risks

In respect of loss or damage arising directly or indirectly from the action of a person taking part in a riot or civil commotion, or of a striker or locked out worker, or of a person taking part in a labor disturbance or acting maliciously on behalf of, or in connection with, a political organization.

8.7 Application of heat risks

In respect of loss or damage arising directly or indirectly from any part of the unharvested Insured Crop or the Harvested Seed undergoing a process involving the application of heat.

8.8 Loss of Yield risks

In respect of loss or damage arising directly or indirectly from:

- water or moisture, including water or moisture from melting hail;
- any loss due to Flood;
- wind, whether in conjunction with impact by Hail Strike or not; or
- the presence of an uninsured plant species, even if the damage was also attributable to an Insured Event.

8.9 Other risks

In respect of loss or damage arising directly or indirectly from:

- the falling of any part of a building, except as a result of fire;
- earthquake, except in relation to Harvested Seed from Your Insured Crop in temporary or Permanent Storage; and/or
- volcanic eruption or subterranean fire.

Section 9: General conditions

9.1 More than one Insured Property

If the Schedule of Insurance shows that You are insuring Your crops at more than one Insured Property, this policy applies separately in respect of each Insured Property, on the basis of the information in the Schedule of Insurance that relates to that Insured Property.

9.2 Care of crop

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

9.3 Notification of change in risk

You must immediately notify Us in writing if You become aware of any change that materially varies a matter relevant to the risk, or alters the risk covered by this policy.

9.4 Joint Insureds

If You are more than one person:

- Your proposal and any other information supplied by one of You to Us in connection with this policy (whether before or after it was entered into) will be taken to have been completed or supplied by each of You;
- a failure by one of You to disclose any information to Us (whether before or after this policy was entered into) will be taken to be a failure by each of You; and
- if any of You is guilty of deliberately causing loss or damage which is covered by this policy, none of You will be entitled make a claim under this policy.

9.5 Cancellation of policy by Us

We are only entitled to cancel this policy in accordance with the Insurance Contracts Act 1984 (Cth). If We do so for any reason except non-payment of the Total Amount Payable, We will recalculate the Total Amount Payable proportionally to the period of the policy that is yet to run.

9.6 Details of any other insurance

You must give Us details of any other insurance which covers You or may cover You in respect of Insured Loss.

You must also give Us details of any insurance of that type that You arrange after You enter into this policy.

9.7 Our recovery rights

In the event of any claim under this policy, We will be subrogated to all of Your rights of recovery against any person in respect of Insured Loss and You shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable Us effectively to bring action in Your name.

You must not enter into an agreement or undertaking that limits or excludes Your right to recover from a person in respect of Insured Loss. If You do so, or if You have already done so, We are entitled to reduce a claim made by You under this policy to the extent of any prejudice We suffer in not being able to successfully bring an action in Your name against that person to recover Insured Loss. This does not apply in relation to an agreement or undertaking specifically noted in the Schedule of Insurance.

9.8 Assignment

You are not entitled to assign or deal with Your rights under this policy without Our written consent.

9.9 Waiver

Compliance with this policy is only waived if it is waived in writing by Us or by Our agent, Primacy. Neither Our loss assessor nor any other agent has authority to waive compliance with it.

9.10 Not a renewable policy

This policy ends when the period of the policy ends. Because of changes in crop types and areas sown from year to year, this is not a policy of a kind that it is usual to renew or for the renewal of which it is usual to negotiate.

If You wish to arrange similar insurance with Us for Your crop in the next growing season, You will have to complete the next seasons Rice seed order form and not select the Opt Out of the insurance option.

9.11 Governing law

This policy is governed by the law of the State or Territory where the Insured Property is located.

Primacy Underwriting Management Pty Ltd
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

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A company of **Allianz** 

The information contained in this Policy wording is current as at June 2016.

