



# Plantation Timber 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 the insurer HDI Global Specialty  
SE – Australia , ABN 58 129 395 544, AFS Licence number 458776

### 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**.

### Your Duty to Take Reasonable Care Not to Misrepresent

**You** have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the **Policy**.

This means that it is essential that **You** respond to specific questions that **We** ask honestly and to the best of **Your** knowledge, including where **We** ask **You** to confirm or update information that **You** have previously given to **Us** when entering into, varying, extending or renewing the **Policy**.

To assist **You** with providing **Us** with honest and accurate responses to any questions **We** ask of **You**, **We** have endeavoured to ensure that any question **We** ask is clear and easy to understand. Further, where possible, **We** have also included examples of the types of responses **We** are looking for when asking a particular question.

If **You** are unclear of any particular question or would like **Us** to explain it to **You**, please get in touch with **Us** and **We** will explain this to **You**.

In determining whether **You** have fulfilled this duty to take reasonable care not to make a misrepresentation to **Us**, **We** will consider all of the relevant circumstances of a particular case. If **You** do not respond honestly and accurately to specific questions that **We** ask, **We** may (acting reasonably) cancel **Your** **Policy** or reduce the amount **We** will pay **You** if **You** make a claim, or both. It is therefore vital that **You** be honest and specific in **Your** responses. If **Your** failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as if it never existed (this does not mean that **We** will refund any premiums that **You** have already paid).

### 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 Trees** nominated by **You**, **Your** claim in respect of **Insured Trees** 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% $((10 \div 15) \times 100)$
Underinsurance Calculation	5ha x 66.7%
Net Claim Area	3.335ha

## Complaints Handling & Dispute Resolution

**IF** are committed to raising standards of service to **Our** customers.

The following standards apply to all complaints handling.

1. **We** will conduct complaints handling in a fair, transparent and timely manner.
2. **We** will make available information about **Our** complaints handling procedures.

**We** will only ask for and take into account relevant information when deciding on **Your** complaint.

1. **You** will have access to information about **You** that **We** have relied on in assessing **Your** complaint and an opportunity to correct any mistakes or inaccuracies. In special circumstances or where a claim is being or has been investigated, **We** may decline to release information but **We** will not do so unreasonably. In these circumstances, **We** will give **You** reasons. **We** will provide our reasons in writing upon request
2. Where an error or mistake in handling **Your** complaint is identified, **We** will immediately initiate action to correct it.

The satisfaction of our clients is extremely important. As such, **We** would like **You** to tell us if any of our products or services has not met **Your** expectations in any way.

If **You** have a complaint which **You** wish **Us** to review, **You** can get in touch with **Us** by mail, fax, phone, in person or email. Remember to include **Your** name, policy number and some details relating to **Your** complaint.

Within 1 business day of receiving **Your** compliant, Insurance Facilitators will acknowledge **Your** compliant in written form (Email, post and/or fax). **You** will be provided with the contact details of the person reviewing the complaint, the timeframes in which action will be taken and the steps within the complaints process, including the details of ACFA.

When **You** first speak to Insurance Facilitators 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. Further information to support **Your** complaint may be requested. Insurance Facilitators will make a decision on **Your** compliant within 7 days.

If **We** do not resolve the compliant to **Your** satisfaction, then **We** will hand over the Compliant File to HDI immediately.

**Your** dispute will be acknowledged in writing within 1 business days of receipt. 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 13 business days of receipt, provided **We** have received all necessary information and have completed any investigation required. HDI may require additional information from **You** when **We** hand over **Your** complaint file.

If **Your** complaint is not resolved by HDI at day 22 and it looks unlikely that a decision can be made by Day 30 due to varying complexities or severe circumstances, **You** will be updated immediately and afforded the opportunity to take **Your** compliant to the Australian Financial Complaints Authority (AFCA). If **You** decide to keep the compliant with HDI, then with approval from ACFA, HDI will be given a 14-day extension to make a decision on **Your** complaint.

When HDI makes a decision on **Your** compliant it will be in writing. **Your** written decision will include the final outcome of the compliant, reasons behind the decision, **Your** rights if **You** are not happy with the decision and the contact details of AFCA.

HDI will provide **You** with enough detail to understand the basis of the decision and be fully informed when deciding whether to escalate the matter to AFCA or another forum.

AFCA is 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 AFCA but the determination is not binding on **You**.

You can contact AFCA at:

### Australian Financial Complaints Authority

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Mail:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

### 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

From 1 January 2022, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit [insurancecode.org.au](http://insurancecode.org.au).

## DEFINITIONS

Where used in this **Policy** the following words mean:

### Age

**Your Plantation Timber** will be the **Age** at the renewal date of the **Policy**. Trees established for less than 12 months will be deemed to be 1 year in **Age**.

### Agreed Value

The fixed per hectare valuation of each Compartment within **Your Plantation Timber** as agreed by **Us** and shown on **Your Certificate of Insurance**.

This fixed value is used in the calculation of premium and any claim settlement from **Loss of, Damage to or Destruction**.

### Area Damaged

The extent in hectares of **Loss of, Damage to or Destruction** as a result of a Defined Event and/or Additional Cover Options at **Your Plantation Timber** during the **Period of Insurance**, determined by **Us** and **Our** appointed loss adjuster using generally recognised forestry management principles by physical means.

### Certificate of Insurance

The document and plantation schedule issued by **Us** forms part of this **Policy** and describes the important details of **Your** cover.

### Compartment

A fixed area, sub area or block in hectares of trees defined by species and **Age** group within **Plantation Timber** as shown on **Your Certificate of Insurance**.

### Coppice (Regenerative Species Only)

A stand arising primarily from sprouts.

### Deductible

The first amount of any claim **We** will not pay and **You** must bear in accordance with the **Policy** terms and conditions. Separate **Deductibles** are payable for each and every **Plantation Timber** with **Area Damaged** in relation to each **Single Cause**.

### Loss of, Damage to or Destruction

The result of a **Single Cause** resulting in physical damage during the **Period of Insurance**, which causes **Us** to pay a claim under the terms of this **Policy**.

### Period of Insurance

From 9.00am EST on the day following a 156 hour period from when **Your** written acceptance is received in the office of Insurance Facilitators Pty Ltd and extending through until the **Policy** expiry date stated in **Your Certificate of Insurance**. This waiting period does not

apply if **We** accept **Your** continuation of **Your** expiring cover **You** have with **Us** or another insurer. Where **We** accept the continuation of the expiring cover **You** have with another insurer **Our** cover commences at 9.00am or another time as stated in that expiring **Policy**.

### Plantation Timber

The total planted hectares, of all forest land that is within a contiguous area or within a land title boundary for which are owned, operated or managed by **You** and stated in **Your Certificate of Insurance** as a location.

### Policy

Means this document, the proposal, the **Certificate of Insurance** and any endorsement to the **Policy**, all of which are to be read as if they are one document.

### Salvage

Any Income, net of any **Salvage** costs associated with the **Area Damaged**, received from the sale or disposal of trees for which a claim has been made.

**Salvage** will be determined by **Us** and **Our** appointed loss adjuster on the basis there is evidence it will be economically viable.

The salvage remains **Your** property after it is deducted from the gross value of a loss.

### Single Cause

A Defined Event and/or Additional Cover Option insured by **Us**, causing a single or series of **Loss of, Damage to or Destruction** from the same originating cause during the **Period of Insurance**.

### Sum Insured

The combined total insured value of all **Compartments** within a **Plantation Timber** produced by multiplying the planted area (ha) by the **Agreed Value** (\$/ha) for each **Compartment** shown on **Your Certificate of Insurance**.

### We, Us, Our, The Insurer

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** pay the premium, **We** will insure **You** against **Loss of, Damage to or Destruction of Your Plantation Timber**, subject otherwise to the terms, exclusions, conditions and any endorsements of this Policy.

## DEFINED EVENTS

The following Defined Events apply to **Your** cover under the Policy:

### 1. Fire

The actual ignition of plant parts from any cause.

### 2. Hail Strike (Sub limit may apply)

**Loss of, Damage to or Destruction**, as a direct result of the contact of pellets or stones of frozen rain falling during showers or storms resulting in:

- (a) The destruction of the lead growing tip of the tree or;
- (b) Extensive stripping of the bark of the tree exposing the cambium layer which leads to death within 3 months from the date of a loss.

### 3. Impact

The impact by aircraft, spacecraft or other aerial devices designed to fly including impact from items dropped other than, chemicals.

### 4. Lightning

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

### 5. Malicious Damage

The act(s) undertaken within any 72 hour period of the first act happening by a third party to cause **Loss of, Damage to or Destruction** to the **Plantation Timber** with deliberate intent.

## ADDITIONAL COVER OPTIONS

**You** can select from the following Additional Cover Options for an additional premium charge:

### Earthquake

A convulsion of the earth's surface as a result of a sudden release of tectonic stress along a fault line which directly causes shaking of the trees, faulting and any downward decent of a mass of earth and rock.

### Volcanic Eruption

The ash, gasses, molten rock and mud, periodically ejected from a ground fissure.

## Windstorm

A strong gale or higher force windstorm occurring that leads to:

- (a) The uprooting of the tree exposing the root system and/or;
- (b) The snapping of the stem of the tree into two parts and/or;
- (c) The leaning of a tree away from the vertical axis.

To the extent that it is impractical (as determined by generally recognised forestry management principles and agreed by **Us**) to continue growing them for their intended purpose.

## ADDITIONAL COST COVER OPTIONS

**You** can select from the following Additional Cost Cover options for an additional premium charge:

### Claims Preparation Costs

The reasonable professional fees, and other expenses incurred preparing a claim, agreed by **Us** following **Loss of, Damage to or Destruction**.

### Fire-fighting Expenses

The reasonable charges and consumable expenses over and above **Your** normal operating costs, incurred in extinguishing any Fire occurring within **Your Plantation Timber** or within 1 kilometre of **Your Plantation Timber** boundary, where such **Fire(s)** pose a direct threat to **Your Plantation Timber** insured under this Policy.

### Harvested Timber

Any **Plantation Timber** that has been felled and remains within the named plantation in log or stem form stated in **Your Certificate of Insurance**, for a period not exceeding 60 days from severance of stump.

### Removal of Debris & Re-Planting Costs

**We** will provide cover for the reasonable incurred costs to of debris removal, righting and/or preparing and re-planting **Area Damaged** including any **Coppice** operations after destruction as a result of a Defined Event or Additional Cover Option, up to a maximum of \$2,000 per hectare during any one **Period of Insurance**. This cover option includes the costs incurred of removing undamaged trees to gain access to any **Area Damaged**.

The agreed Replanting costs are payable for the replanted portion of the **Areas(s) Damaged** completed two (2) years from the **Single Cause** or date otherwise agreed by **Us**, and we have been notified of **Your** intention within 6 months from the date of the **Loss of, Damage to or Destruction**

If **You** replant a different species of tree, the maximum **We** will pay are the reasonable costs, as deemed by **Us**, per hectare to replant the same species of tree lost in the **Area Damaged**.

## BASIS OF SETTLEMENT

In the event of **Loss of, Damage to or Destruction of Your Plantation Timber** by a Defined Event and/or Additional Cover Option, subject otherwise to the terms, exclusions, conditions and any endorsements of this **Policy**, the **Area Damaged** shall be determined as soon as practical after the area has been declared safe for entry and working.

The **Area Damaged** multiplied by the **Agreed Value** of each **Compartment** is the maximum amount **We** will pay **You** in the event of **Loss of, Damage to or Destruction** during the **Period of Insurance** subject to the provisions of the **Deductible**, **Salvage**, Optional Benefits and/or any **Policy** limits of liability, sub limits and/or **Policy** aggregates as shown on **Your Certificate of Insurance**.

The claims settlement will be calculated as follows:

<b>**Area Damaged (ha) x Agreed Value</b>	\$
Less <b>Salvage</b>	\$
*Plus Additional Benefits	\$
*Plus Additional Cover Options	\$
Less <b>Deductible</b>	\$
Net Claim	\$

*\*\*subject to any **Policy** sub limits*

*\*If selected by **You** and shown on **Your Certificate of Insurance***

## Windstorm

The **Area Damaged** by **Windstorm**, multiplied by the **Agreed Value**, to a maximum of 10% of the total **Sum Insured**, whichever is the lesser, is the most **We** will pay **You** in the event of **Loss of, Damage to or Destruction** occurring during the **Period of Insurance** unless otherwise agreed by **Us** and shown in **Your Certificate of Insurance**.

## Regenerated Species

Where **Loss of, Damage to or Destruction** leads to a **Coppice**, **Our** liability will not exceed the **Agreed Value** of the **Area Damaged** or any sub limits, or part thereof, for **Your Plantation Timber** shown on **Your Certificate of Insurance** less the original cost of establishment.

## Constructive Total Loss

In the event the remaining **Plantation Timber** within the **Area Damaged** is deemed by **Us** as impractical

(as determined by generally recognised forestry management principles) to continue growing for its intended purpose **We** would consider that the **Area Damaged** is a total constructive loss for the purpose of the claim. The entire **Area Damaged** must be harvested and/or cleared for **Salvage**.

## EXCLUSIONS

**We** are not liable for **Loss of, Damage to or Destruction of Your Plantation Timber** caused directly or indirectly by or arising from:

1. loss of branches or boughs only;
2. vermin, birds, insects, larvae;
3. disease, virus(es), bacteria or fungus;
4. dead or damaged trees where the cause cannot be attributed to a Defined Event and/or an Additional Cover Option causing **Area Damaged** during the **Period of Insurance**;
5. The application of herbicides or insecticides;
6. Impact caused by land based vehicles and/or animals;
7. seepage and pollution including:
  - (a) any loss, damage, cost or expense or
  - (b) any increase in insured loss, damage, cost, fine, penalty or expense

which is incurred, sustained or imposed by order or instruction or by agreement with any court, government agency or authority or whatever kind or for whatever reason which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured from steps or measures taken in connection with any **Salvage** operations or the avoidance, prevention, abatement, mitigation, remediation, clean-up, or removal of such seepage or threat thereof;

8. flood or inundation;
9. any interruption of business or any consequential loss beyond loss of the trees;
10. any form of third party liability;
11. wilful, dishonest, fraudulent or criminal act by **You**;
12. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or resumption or nationalisation or requisition or destruction of or damage to trees by or under the order of any government or public or local authority;

13. 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 or 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 form it's 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 in the **Policy** including or any endorsement thereto; or

14. 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.

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.

## FORESTRY MANAGEMENT CONDITIONS

Under this **Policy** **You** have obligations in relation to forestry management as set out below:

1. **You** must take all reasonable steps to ensure that **You** and all employees and contractors, comply with the requirements of relevant regulation including Acts, Agreements, Regulations, Common Law and preparedness of Fire Management Plans.
2. If **You** are performing back burning operations **You** must;
  - (a) perform the operation(s) pursuant to the specific directions of the **Your** Local Government Laws;

- (b) adhere to any specified fire restrictions and prohibitions.

3. **You** must take proper precautions to minimise public access and to minimise the fire hazard associated with public access to **Your Plantation Timber**.
4. **You** must maintain a record of all **Loss of, Damage to or Destruction**, whether or not subject to an insurance claim, caused by any of the Defined Events and/or Additional Cover Options covered by this **Policy** that could cause **Us** to make any payment or contribution in terms of this **Policy**.
5. **You** must practice due diligence in the provision for, and maintenance of, fire breaks, cleared areas and remnant vegetation through clearance of combustible material and:
  - (a) fire breaks must comply with local legislation or in the absence of any guidelines internal fire breaks must be at least 4.5 metres wide measured at the canopy and external fire breaks at least 6 metres wide measured from the edge of the canopy. All fire breaks must be kept clear of debris and all other materials;
  - (b) in respect of power lines, railway, public roads or easements through or bordering **Your Plantation Timber**, fire breaks must comply with local regulation or guidelines or, in the absence of any local regulations or guidelines, be at least 6 metres either side of the centre of the line.
  - (c) should normal timber harvesting and silviculture require that some fire breaks have temporary debris on them, cover will be maintained provided suitable fire-fighting equipment is readily available on site and operators comply with 1. above.
6. All **Salvage** shall be to the benefit of this **Policy** and will be applied so as to reduce the gross loss resulting from Defined Events and/or Additional Cover Options. **You** must
  - (a) not abandon any **Plantation Timber** with potential **Salvage** at a net profit as agreed by **Us** and **Our** appointed loss adjuster.
  - (b) endeavour to ensure, with **Us**, to get the best possible return for such **Salvage**; and/or
  - (c) prioritise for immediate harvest on all **Area Damaged** identified and agreed as having a positive net value **Salvage**.



## GENERAL CONDITIONS

### Breach of Condition

If **You** or any insured under this **Policy** breaches any condition of this **Policy** and/or commits an offence against any Australian legislation including Acts, Statutes and Regulations all cover and under this **Policy** will be forfeited. However, nothing in this **Policy** affects **Our** common law rights, including **Our** right to void the **Policy** for non-disclosure.

### Cancellation

**We** have the right to cancel the **Policy** in certain circumstances. If **We** cancel the **Policy** **We** will refund **You** the rateable proportion of time remaining on the **Policy**.

**You** may cancel this insurance by notifying **Us** in writing. **You** will still be required to pay the premium if **You** cancel the **Policy**.

### Claims

Following **Loss of, Damage to or Destruction** covered by this **Policy**, **You** must:

1. take all reasonable steps to reduce the loss and prevent further loss;
2. report to the Police if **You** suspect arson or malicious damage;
3. contact **Your** broker or **Us**, as soon as **You** become aware of a potential **Area Damaged**. A claim notification form will be provided for **You** to complete and return to **Us**, allowing **Your** claim to begin;
4. in order for **Us** to objectively assess the potential **Area Damaged** and related costs, give assistance in all inquiries, and access to claims related material, data, aerial maps, records and **Your** trees, after reasonable notice by **Us** has been given;
5. provide evidence and assist in **Our** decision to determine if a positive net value **Salvage** can be undertaken; and
6. not say or do anything that may prejudice **Our** ability to make recovery from any other person who may be responsible for it.

### Material changes

**You** have an obligation to, and must, advise **Us** in writing as soon as reasonably possible of any material changes in the management or operation of **Your Plantation Timber** during the **Period of Insurance** which materially differ from the declaration required and made in **Your** proposal.

**We** may then be entitled to adjust the premium and/or the terms of this **Policy** with immediate effect or **We** may cancel this **Policy**.

### Misdescription

The **Policy** will not be prejudiced by any innocent and inadvertent misdescription of **Your Plantation Timber** in the proposal, application or declaration provided **We** are given notice of this immediately you become aware. **You** agree to pay an appropriate additional premium if required.

### Other insurance

If at the time of any **Loss of, Damage to or Destruction** for which there is a claim arising under this **Policy** there is any other valid and collectable insurance covering all or part of the same loss or additional event or option, this **Policy** will only apply to the amount of any loss in excess of that recoverable under the other insurance.

### Payment of Premium

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

**Our** payment terms are 14 days from commencement of the **Period of Insurance**.

### Subrogation

**We** have the right to prosecute a claim in **Your** name to recover damages from another person in respect of amounts paid under this **Policy**. **We** have full discretion in the conduct of such proceedings and in the settlement of such claims.

**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.