

# Kiwifruit Top Up Policy Wording

2022-23 Season

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Terms of our policy to cover kiwifruit

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Effective on all new policies, items and renewals issued between  
1 August 2022 and 31 July 2023



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Advice & Insurance

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We are New Zealand's leading rural insurer,  
100% New Zealand owned and protecting  
property and livelihood in New Zealand  
communities since 1905.**

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## Terms of our policy for top up cover for kiwifruit

This policy wording describes the Kiwifruit Top Up policy. This policy tops up the cover provided under the Zespri Group Limited Pool Hail Insurance Scheme.

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## Important information about your FMG policy

### Please read and file this document and your policy certificate

Please take the time to read carefully through this policy wording and the accompanying policy certificate. Together, these two documents form your insurance contract with us.

### The policy certificate shows what you are covered for

Your policy certificate is particularly important. If there is any inconsistency between your FMG policy wording and what is on the certificate, it is the certificate that prevails.

### We are here to help

Under this contract, you and FMG both have responsibilities to ensure everything runs smoothly. Read these documents to find out what they are. If there is anything that you don't understand, please contact us.

Please:

- tell us of any errors in your documentation
- contact us if there is anything you don't understand and would like explained
- keep this policy in a safe place along with your renewal notice(s).

### We will remind you when your policies need to be renewed

The date that cover ceases is shown on the policy certificate. If your policy is renewable, we will contact you about renewing your insurance just before that date.

### We have defined the meanings of some words

In this document, we use italics to show that the words have the meanings given in the definitions section.

We also use the following common terms throughout the document, with the meanings shown:

- ***Certificate*** means the latest version of your policy certificate issued by us. The certificate contains details of your insurance cover under this policy.
- ***FMG*** means FMG Insurance Limited as shown on the certificate.
- ***We, us, or our*** means FMG.
- ***You and your*** means the person (or persons) shown on the certificate as the insured. You can also be a company, partnership or other legal entity.

## You must provide information and pay your premium

### You agree to give us correct and complete information

We have provided this policy based on the information you have disclosed to us. If you give us information that is incorrect or incomplete, you might not be covered under the policy.

You need to tell us:

- all material information before the cover starts, even if we don't specifically ask about it (material information is information that could change our decision if we knew about it)
- straight away if your circumstances change in any way while you are insured with us, both during the period of insurance and at renewal.

### You agree to pay your premiums on time

Cover under your policy will not start until you have paid, or have agreed to pay, the premium (including any government charges) for the period of insurance. If your premiums are not paid by the due date, your insurance could be cancelled and you will not be insured.

### You agree to the exclusions and obligations detailed in the policy

You are not covered for some items, events, and circumstances. These are called exclusions. Exclusions are detailed throughout the policy.

This policy also contains certain conditions and obligations that you must meet. If you don't, we may decline any claim you make. Any other person who is entitled to claim under this policy must also meet these conditions and obligations.

## We will be fair in the way we provide this cover

### We provide the cover listed on the certificate

The policies and benefits we agree to provide are listed on your certificate. This policy wording details the cover that this policy and benefits provide.

### We are bound by the Fair Insurance Code

FMG is a member of the Insurance Council of New Zealand and bound by the Council's Fair Insurance Code. For a copy of the Code, please call us on 0800 366 466.

### We comply with the Privacy Act 2020

We collect personal information about you, your business, or both. We asked you for personal information to fully evaluate and to administer this policy, and we may ask for more if you make a claim or renew the policy. You also authorise us to:

- collect relevant information about you or your business from third parties, such as other insurers and EQC.
- disclose information about you in connection with insurance to third parties.

We fully understand the importance of protecting your personal, commercial and financial information. We store your information securely, within our organisation, and will not share it except in compliance with the Privacy Act 2020. You have rights under the Privacy Act 2020 to access and correct the information we hold about you.

For information about how we collect, use and store your personal information, see the full Privacy Statement on our website ([www.fmg.co.nz](http://www.fmg.co.nz)).

### We provide a 30-day 'cool off' period

We are confident this policy will be right for you. However, you may cancel this policy within 30 days of the start date if you are not entirely happy, without giving us a reason. We will refund any premium you have paid, provided you do not have a claim during this 30-day period.

## **We agree to cover your kiwifruit**

We agree to provide you with the insurance set out in this policy, if 'Kiwifruit Top Up' is shown on the certificate.

## **We cover your kiwifruit**

### **1. We cover your kiwifruit**

#### **1.1 We cover your kiwifruit for loss caused by hail**

You are insured for *loss of estimated yield* caused solely and directly by being struck by hail.

A Zespri appointed assessor must determine this loss is covered by the current Zespri Group Limited Pool Hail Insurance Scheme.

### **2. What we will pay**

#### **2.1 We will pay the total insured value of the net tray loss**

We will pay the amount calculated by multiplying:

- the number of trays of *kiwifruit* for each *block* that Zespri has paid for under the Zespri Group Limited Pool Hail Insurance Scheme
- by the *insured value* of each tray.

### **3. General exclusions**

#### **3.1 You are not covered for the first 48 hours of the period of insurance**

You are not covered for *loss* that occurs within 48 hours of the start of the *period of insurance*.

#### **3.2 You are not covered for consequential loss**

You are not insured for any consequential loss. Things you are not covered for include, but are not limited to:

- penalties
- loss of use of property
- loss resulting from delays
- loss of market
- loss resulting from depreciation
- loss of value.

#### **3.3 You are not covered for confiscation, nuclear materials, terrorism or war**

You are not insured under this policy for *loss* in any way connected with:

- *confiscation*
- *nuclear materials*
- *terrorism*
- *war*.

## **Making a claim**

The conditions in this section are important. You must meet all conditions before we will accept a claim under your policy with us.

### **4. What you must do**

#### **4.1 As soon as you know you are likely to make a claim**

You must let us know immediately if anything happens that is likely to lead to a claim.

You must take reasonable steps to minimise the claim and avoid any further claim.

#### **4.2 When communicating with us**

You must complete our claim form in full if we ask you to do so, and return it to us within 30 days of our request.

You must provide all reasonable information and assistance we require at any time.

You must immediately send us all relevant correspondence and court documentation.

You must authorise us to:

- get personal information about you from you and third parties in connection with your insurance
- disclose personal information about you to third parties in connection with your insurance.

For more information about how we collect, use and store your personal information, see the full Privacy Statement on our website ([www.fmg.co.nz](http://www.fmg.co.nz)).

### **5. What you must not do**

#### **5.1 You must not settle things yourself**

You must not say or do anything that prejudices our ability to take recovery action in your name.

You must not start any remedial action without our prior approval.

You must not dispose of any property you intend to claim on without our prior approval.

#### **5.2 You must not make untrue statements**

You, and anyone else entitled to claim under this policy, must ensure all statements made to us are true and complete.

If your claim is dishonest or fraudulent in any way, we are entitled to:

- decline your claim in whole or in part
- bring this policy to an end from the date of the dishonest or fraudulent act
- bring all other insurance you have with us to an end from the date of the dishonest or fraudulent act.

We may also notify the Police, the Serious Fraud Office, or both.

## 6. How we will manage the claim

### 6.1 We will only pay the difference between another insurance and this one

You must immediately let us know if you have other insurance covering the risks covered under this policy. We will only pay over and above the limit payable under that other insurance.

### 6.2 We may make progress payments

We will, at our option, make regular progress payments for your claim provided that:

- you provide us with proof of your insured *loss*, and
- if the combined progress payments exceed the total amount of the *loss*, you must immediately refund us the difference between these amounts.

### 6.3 We may recover costs from those responsible for the loss

If we accept any part of your claim, we may exercise any legal rights you have to recover amounts from the persons responsible for the *loss*. Any recovery will be at our cost.

If we do this, you must co-operate and give us any help we ask for. If you refuse, you may have to repay the money we paid you.

If we succeed in recovering any money from the persons responsible, we will pay to you any remaining money recovered after deducting:

- our recovery costs, and
- the money we have paid you.

If you recover any lost or stolen property claimed under this policy:

- you must hand this over to us, and
- we are entitled to keep this and any proceeds from its sale.

If you receive any reparations for any property on which you have made a claim under this policy, you must immediately reimburse us from these reparations up to the amount of any claim payments we have made to you.

### 6.4 This policy is 'subject to average'

Any *block* will be 'Subject to Average' if at the time of *loss*:

- its area (in hectares) as shown on the certificate is less than its actual size, or
- the *estimated yield* is less than 85% of the potential number of trays of your *kiwifruit* (per hectare) as determined by Zespri's assessor.

When 'Subject to Average' applies the amount you recover for a partial loss will reduce by the percentage that you are uninsured. 'Subject to Average' means:

- Your insurance policy contains a provision making it subject to average.
- That provision will have effect only if the property insured under the policy is underinsured at the time of loss.
- If the property insured under the policy is underinsured at the time of loss, the following rules apply:
  - if you suffer a total loss, the provision will have no effect
  - if you suffer a partial loss, the maximum amount that you may recover will bear the same proportion to your actual loss as the amount for which the property is insured bears to the full value of the property
  - whatever your loss, in no case will you be entitled to recover more than the amount for which the property is insured.

Example: Your property is worth \$20,000. You insure it for \$10,000. You suffer a loss of \$5,000. If your policy is subject to average, the maximum amount that you may recover will be \$2,500.



## General conditions of this policy

The following conditions apply to the whole policy, and cover what you agree to do, how we manage the policy, and how the policy will be interpreted.

### 7. What you agree to do

These conditions must all be met before we will accept a claim under this policy.

#### 7.1 You must insure your total planting

When you insure your *kiwifruit* with us, you must insure the total planting or the total of that variety of *kiwifruit* you grow within a *block*.

#### 7.2 You must comply with all the terms of this policy

You, and anyone else entitled to claim under this policy, must comply with all the terms of the policy before we will meet any claim under it.

You must tell the truth at all times.

#### 7.3 You must tell us immediately if anything changes

After this policy starts, you must notify us immediately of any change in circumstances you are aware of that affects any risks insured under this policy, whether by increasing or altering them.

Once you have done so, we may change the premium and terms of cover, at our discretion.

If you fail to let us know about any change in circumstances, we may (from the date of the failure):

- refuse to meet any claim or part of it
- cancel this policy.

#### 7.4 You may adjust the insured value or estimated yield

At your request the *insured value* may be:

- reduced, provided that this reduction is no greater than 25% of the original insured value.
- increased, provided that we consider that this increase is reasonable.

Any alterations to the *estimated yield* or *insured value* will take effect 48 hours after we have accepted your request. We will not accept any request to adjust the *estimated yield* or *insured value* after an event that is likely to lead to a claim.

We will reduce the *insured value* to the amount determined by Zespri's assessor if, after a loss, that assessor considers the potential number of trays of your *kiwifruit* (per hectare) on each affected *block* would have been less than 90% of the *estimated yield*. If this occurs we will refund you the proportional amount of your premium less the minimum premium payable under this policy.

## **7.5 You must take reasonable care**

You must take reasonable care, at your own expense, to avoid and minimise loss or damage to the property insured under this policy, and liability to others.

This includes all of the following:

- complying with all relevant laws
- complying with all manufacturer's recommendations
- employing competent employees
- maintaining and operating all security protection equipment, and all fire protection and extinguishment equipment, at all relevant times.

We will not pay any claim if you have been reckless or grossly irresponsible.

## **7.6 You must pay your premiums on time**

Cover under this policy will begin when you have paid, or have agreed to pay, the premium for the period of insurance (including any government charges).

If we have agreed that you can pay your premium in instalments, cover under this policy will begin when you have paid, or have agreed to pay, the premium (including any government charges), due under this agreement.

You must pay your premiums by the due date.

If you suffer a total loss:

- we will not settle your claim:
  - until the full annual premium is paid, or
  - if you are paying your premium by instalments, until the balance of the full annual premium is paid, and
- we may deduct any outstanding annual premium from the claim settlement.

## **7.7 You must seek our written agreement to a transfer of interest**

No interest in this policy can be transferred or assigned without our written agreement.

# **8. How we will manage this policy**

## **8.1 How to make changes to this policy**

If we agree, you may change this policy by giving us notice of the changes.

We may change the terms of this policy at any time by giving you notice at the last known address we have for you. The changes we make will take effect 14 days after the day we send or deliver the notice to you.

## **8.2 How to cancel this policy**

You may cancel this policy at any time by giving notice to us.

We may cancel this policy if you do not pay your premium within 30 days of the policy coming into force.

We may cancel this policy if you breach any of the General Conditions by giving notice to you at the last known address we have for you. Your policy will be cancelled 14 calendar days after the day we send or deliver the notice to you.

### **8.3 Special conditions when the policy insures more than one person or entity**

If this policy insures more than one person or entity, they are insured separately as though a separate policy was issued to each.

The most we will pay in total to all insured persons or entities during the period of insurance is the amount shown in this policy or on the certificate.

### **8.4 We will add Goods and Services Tax where applicable**

Where we are able to recover GST under the Goods and Services Tax Act 1985:

- all amounts insured exclude GST (unless otherwise shown on the certificate), and
- GST will be added, where applicable, to claim payments.

### **8.5 We can inspect your kiwifruit**

We are entitled to inspect your *kiwifruit* at any reasonable time.

### **8.6 We can give information and make payments to interested parties**

If you advise us in writing of a party holding a financial interest over the property insured under this policy, all of the following apply:

- we note that interest, but the party is not directly insured under this policy
- you authorise us to disclose personal information about you to that party in connection with this policy
- we may make a claim payment directly to that party up to the limit of its interest.

If we make such a payment, we have met our obligations to you under this policy for that amount.

### **8.7 This policy covers your kiwifruit in New Zealand only**

This policy covers your *kiwifruit* while it is in New Zealand.

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## How to interpret this policy

### 9.1 Words in italics have a specific meaning

Words which appear in italics must be interpreted using their defined meaning stated in the definitions section.

### 9.2 We use New Zealand currency

All monetary amounts referred to in this policy are expressed and payable in New Zealand dollars.

### 9.3 The law of New Zealand governs this policy

The law of New Zealand applies to this policy and the New Zealand courts have exclusive jurisdiction.

### 9.4 'Acts of Parliament' include amendments and regulations

Any Acts of Parliament referred to in this policy include any:

- amendments or statutory regulations made under them, and
- Acts or regulations made in substitution for the original Acts or regulations.

### 9.5 Headings are for ease of reading

The headings in this document are only there to make it easier to read. They do not form part of the policy and are not to be used in interpreting it.

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## Definitions

The following definitions apply to your policy.

Please note:

- references to the singular include the plural and vice versa
- the definitions apply to any derivatives of the word used in this policy.

**Accidental** means an event that is sudden, unintended and unforeseen by you.

**Block** means each area of land shown on the certificate that:

- is a continuous area of canopy land planted with vines of the same age and variety, and
- can be identified by a Kiwifruit Property Identification Number (KPIN).

**Confiscation** means confiscation, requisition, nationalisation, destruction of, or damage to property by order of Government, a local authority, a court, or any public authority. The definition of confiscation excludes such orders given for the purpose of controlling a peril covered by this policy.

**Estimated yield** means the estimated number of trays of your *kiwifruit* (per hectare) on each *block* as shown on your certificate.

**Insured value** means the value insured per tray of your *kiwifruit* on each *block* as shown on your certificate.

**Kiwifruit** means Class 1 export grade kiwifruit.

**Loss** means physical loss, damage or destruction during the *period of insurance*.

**Nuclear materials** means:

- ionising radiation or contamination by radioactivity from:
  - any nuclear fuel
  - any nuclear waste
  - the combustion or fission of nuclear fuel, or
- nuclear weapons material.

**Period of insurance** means the duration of this policy, which:

- Begins at the latest of the following:
  - 1 August, or
  - the start date of the period of insurance shown on the certificate.
- Ends at the earliest of the following:
  - when you complete harvest, or
  - the end date of the period of insurance shown on the certificate.

**Terrorism** means a particular type of use, threatened use, or preparation for the use, of:

- force or violence towards any person or group(s) of people,
- property damage,
- conduct that creates a risk to health and safety, or
- interference or disruption with an electronic system.

What makes it terrorism is that these are actions by a person, group or groups (whether acting alone, or on behalf of, or in connection with, any organisation or government):

- designed to influence, coerce or retaliate against, a government or group of people, or
- to bring about change that aligns with the person or group's particular political, religious, ideological, ethnic, economic agenda.

Our definition of terrorism extends to conduct connected with controlling, preventing, suppressing, retaliating against, or responding to such actions.

**War** means conflict, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, and extends to activity connected with controlling, preventing or suppressing such conduct.

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## Notes

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## Tell us what you think about us and our service

Your feedback helps us to identify opportunities to make our products and services even better. If you have any feedback—good or bad—we would like to hear from you.

If you have a concern about something that has happened, tell us and we will investigate the issue and inform you of the outcome, either by phone, in writing or by visiting you at a convenient time.

Similarly, if you have received exceptional service, we would like to know about it so we can congratulate our team—so please let us know.

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## How you can contact us



**Call us on** 0800 366 466



**Contact your local FMG manager**



**FMG Connect - our online service** [www.fmg.co.nz/connect](http://www.fmg.co.nz/connect)



**Visit our website** [www.fmg.co.nz](http://www.fmg.co.nz)



**Email us at** [contact@fmg.co.nz](mailto:contact@fmg.co.nz)



**Write to us** PO Box 1943, Palmerston North 4440, New Zealand



**Fax us on** 0800 366 455



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