



FARADAY



# Commercial Orchard Fruit Hail Insurance Policy



**CropCover**  
INSURANCE FOR YOUR CROPS

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## INTRODUCTION

This Introduction, the Customer Service Information, the Definitions, Conditions, Exclusions, the **Schedule** and any Endorsements all form part of this Policy.

In return for the payment of premium stated in the **Schedule**, **We** will cover **You** in respect of a valid claim under this Policy as more fully defined herein, and as stated in the **Schedule**, subject to this introduction, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, the **Schedule** and any Endorsements.

This Policy should be kept in a safe place. **You** may need to refer to it if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years

Wherever words appear in **Bold** in this Policy they will have the meaning shown in the General Definitions on pages 7.

### IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the Policy
- **You** comply with **Your** duties under the Policy as a whole
- If **You** are uncertain regarding **Your** responsibilities and how they relate to this Policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see <https://www.icnz.org.nz/fair-insurance-code/> or seek independent legal advice from a solicitor.

Signed for and on behalf of Faraday Underwriting Limited  
For and on behalf of Syndicate 435 at Lloyd's



Christopher Thorne  
Chief Underwriting Officer

## CUSTOMER SERVICE INFORMATION

IMPORTANT INFORMATION ABOUT HOW WE WILL DEAL WITH CLAIMS UNDER THIS POLICY AND THE INFORMATION YOU HAVE GIVEN US. PLEASE READ THIS CAREFULLY.

### Information You have given Us

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** Policy and any claim.

For example:

- **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented.
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- **We** may cancel **Your** Policy in accordance with its cancellation provisions.

**We** will write to **You** if **We**:

- a) intend to treat **Your** Policy as if it never existed; or
- b) amend the terms of **Your** Policy; or

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

### About Us

**Your** Policy is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's. Faraday Underwriting Limited is a limited company registered in England under company number 01682486. The registered office of Faraday Underwriting Limited is:

Faraday Underwriting Limited, Corn Exchange, 55 Mark Lane, London EC3R 7NE

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and may be found on the Financial Services Register at <https://register.fca.org.uk/>

**Your** Policy has been arranged through Sage Partners Limited, who is a Registered Financial Services Provider, Participant Reference FSP740751 in New Zealand. The registered office of Sage Partners Limited is:

Sage Partners Limited, 12 McColl Street, Newmarket, Auckland, New Zealand

Sage Partners Limited is authorised and regulated by the Financial Markets Authority and their details may be found on <https://fma.govt.nz>

**Coverholder who has arranged Your cover**

Sage Partners Limited acts as agent for **Us** for all matters relating to the performance of L22981 which grants Sage and Partners Limited authority to underwrite insurance on **Our** behalf.

**Enquiries**

If **You** have a general enquiry regarding **Your** Policy please contact Sage Partners Limited. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**.

**How to make a claim**

If **You** need to report a claim or an incident that may result in a claim, please contact Sage Partners Limited. **You** may wish to do this through **Your** insurance broker whose contact details are shown in the **Schedule**. There are a number of important conditions in relation to any claim **You** make, please see pages 4 – 13 of this Policy for more details.

**Things You must do**

There are conditions contained in this Policy that are conditions precedent to **Our** liability, please refer to General Conditions 1 on page 8 of this Policy. If **You** breach any of these conditions precedent **Our** liability may be suspended, **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

**Queries and complaints**

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently, and fairly. At all times **We** are committed to providing **You** with the highest standard of service. If **You** have any queries about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**.

In the event that **You** wish to make a complaint, **You** can do so at any time by referring the matter either to Sage Partners Limited at:

Post: Complaints Manager, Sage Partners Limited, 12 McColl Street, Newmarket, Auckland, New Zealand  
 Telephone: +64 9 950 4902  
 Email: [office@sagepartners.co.nz](mailto:office@sagepartners.co.nz)

Or the Lloyd’s Underwriters’ General Representative in New Zealand:

Post: Scott Galloway, Hazelton Law, Level 29 Plimmer Towers, 2-6 Gilmer Terrace, Wellington 6011., PO Box 5639m Wellington, New Zealand  
 Telephone: +64 4 472 7582  
 E-mail: [scott.galloway@hazelton.co.nz](mailto:scott.galloway@hazelton.co.nz)  
 Website: [www.hazelton.co.nz](http://www.hazelton.co.nz)

If **You** remain dissatisfied after Lloyd’s has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Insurance and Financial Services Ombudsman. Their contact details are:

Post: Insurance and Financial Services Ombudsman, PO Box 10-845 Wellington 6143., New Zealand  
 Telephone: 0800 888 202 (*calls to this number are free from “fixed lines” in New Zealand*)  
 Email: [info@ifso.nz](mailto:info@ifso.nz)

The Insurance and Financial Services Ombudsman is an independent service in New Zealand for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Insurance and Savings Ombudsman Service at [www.ifso.nz](http://www.ifso.nz). Making a complaint does not affect **Your** right to take legal action.

**Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot pay a claim to **You** under this Policy. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this Policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Data Protection**The basics

**We** collect and use relevant information about **You** to provide **You** with insurance cover and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

**Your** information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or Your broker with details about other people, for example employees, **You** must provide this notice to them.

Your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information held by **Us**. If **You** wish to exercise **Your** rights, discuss how **We** use your information, please use the contact details provided on our full Privacy notice available at the website link below.

Want more details?

For more information about how **We** use your personal information and **Your** rights please see the full privacy notice, which is available online at the following location:

<http://www.faraday.com/privacy?c=n>

If **You** are unable to obtain the notice via the website links above, please ask **Your** broker to contact **Us** and **We** will provide the notice to **You** in a different format.

**Headings**

The section headings used in this Policy are for reference purposes only and will not affect the meaning or interpretation of this Policy.

## GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the **Schedule** and Endorsements and Extensions.

<b>Deductible</b>	means the amount adjusted on your <b>Risk Sum Insured</b> as specified in the <b>Schedule</b> for which <b>You</b> will be responsible in respect of all claims of <b>Loss</b> .
<b>Event</b>	means <b>Hail</b> occurring during the period of insurance specified in the <b>Schedule</b> causing direct physical loss or destruction of or damage to <b>Growing Fruit</b> (minimum levels to determine <b>Loss</b> as more fully defined under <b>Hail</b> ). All <b>Events</b> during the period of insurance shall be aggregated and deemed one <b>Loss</b> .
<b>Growing Fruit</b>	means the fruit, as specified in the <b>Schedule</b> that are fully emerged and established on the tree but yet to be harvested.
<b>Hail</b>	<p>Hail Spot Defect of varying size and colour on the fruit skin caused by <b>Hail</b>.</p> <ul style="list-style-type: none"> <li>• More than 3 small hail spots (1-2mm in diameter) visible</li> <li>• One large hail spot (4mm in diameter)</li> <li>• Discoloured indentations</li> </ul> <p>Hail Russet A brown scar tissue which usually appears as circular areas that are either smooth or rough, depending on when the <b>Hail</b> occurs as well as the type of <b>Hail</b>.</p> <ul style="list-style-type: none"> <li>• Hail Russet larger than 1cm<sup>2</sup></li> </ul> <p>Hail Bruise Bruising caused by <b>Hail</b></p> <ul style="list-style-type: none"> <li>• Hail bruising larger than 1cm<sup>2</sup> or which is dark and sunken</li> </ul>
<b>Location</b>	means any <b>Orchards</b> owned or managed by a single Assured with boundaries that are within 500m of one another.
<b>Loss</b>	means all claims made by <b>You</b> in respect of financial loss following an <b>Event</b> during the <b>Policy Period</b> specified in the <b>Schedule</b> .
<b>Orchard</b>	means each area of land shown on the <b>Schedule</b> planted with fruit trees and as may be further described in the application form.
<b>Orchard Sum Insured</b>	means the insured amount for each <b>Orchard</b> as specified in the <b>Schedule</b> . This amount is calculated by multiplying the value insured per hectare by the area specified in the <b>Schedule</b> for that <b>Orchard</b> .
<b>Policy Period</b>	means the period of insurance stated in the <b>Schedule</b> .
<b>Risk Sum Insured</b>	means the total sum insured values of all <b>Locations</b> and/or <b>Orchards</b> under one operation owned or managed by one Assured under this Policy.
<b>Schedule</b>	means the <b>Schedule</b> attached to this Policy.
<b>We, Us, Our</b>	means Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyds.
<b>You, Your, Yours</b>	means the person or persons or corporate body named as the Assured in the <b>Schedule</b> .

## GENERAL CONDITIONS

These apply to this Policy and all Endorsements and Extensions unless otherwise stated.

<b>Claims Conditions</b>	<p>(1). It is a condition precedent to <b>Our</b> liability that <b>You</b></p> <ul style="list-style-type: none"> <li>(a) Give immediate notice within 48 hours in writing to <b>Us</b> of anything which may give rise to a claim being made under this Policy;</li> <li>(b) Carry out and permit to be taken, any action which may be reasonably possible to prevent further damage to avoid or reduce the <b>Loss</b>;</li> <li>(c) Having paid the full premium to <b>Us</b>;</li> <li>(d) Will without delay of becoming aware of an <b>Event</b>, and at <b>Your</b> own expense, deliver to <b>Us</b>; <ul style="list-style-type: none"> <li>i. Full information in writing of the claim;</li> <li>ii. Details of any other insurance relating to the claim if known to <b>You</b>;</li> <li>iii. All such particulars and information as <b>We</b> may require in relation to any claim notified to <b>Us</b>, and will forward to <b>Us</b> without delay on receipt, every letter, claim form, writ, summons, process, books, records, documents, or any other legal papers that <b>We</b> may require.</li> </ul> </li> </ul>
<b>Other Insurance</b>	<p><b>We</b> will not make any payment under this Policy where <b>You</b> would be entitled to be paid under any other insurance if this Policy did not exist, except in respect of any amount in excess of the amount that would have been payable under such other insurance had this Policy not been effected. If such other insurance is provided by <b>Us</b> the amount, <b>We</b> will pay under this Policy will be reduced by the amount payable under such other insurance.</p>
<b>Cancellation by You</b>	<p>This Policy is non-cancellable once incepted <b>You</b> will not be able to cancel this Policy and no premium refund will apply.</p>
<b>Governing Law</b>	<p>The laws of New Zealand will apply to this Policy and any attached endorsements unless <b>We</b> agree otherwise with <b>You</b> in writing before issuing the Policy. Any disputes arising under this Policy will be subject to the exclusive jurisdiction of the New Zealand Courts.</p>
<b>Several Liability</b>	<p><b>Our</b> obligations under this Policy are several and not joint and <b>We</b> are limited solely to the extent of <b>Our</b> individual subscription. <b>We</b> are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.</p>
<b>Adjustable Rate</b>	<p><b>You</b> may be required to pay additional premium, or <b>We</b> may be required to return premium, if this Policy is written on an adjustable basis please refer to the Premium paragraph on the <b>Schedule</b> for further details.</p>



## GENERAL EXCLUSIONS

General Exclusions to this Policy and all Endorsements and Extensions unless otherwise stated. **We** will not cover you in respect of:

<b>Radioactive nuclear</b>	<b>and</b>	<p>(1). loss, damage, injury, liability costs or expense of any kind caused by, or contributed to, or arising from,</p> <p>(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or</p> <p>(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.</p>
<b>War</b>	<p>(2). loss, damage, injury, costs or expenses of any kind caused by or contributed to by or arising from war, invasion, acts of foreign enemies' hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public, or local authority.</p>	
<b>Sanctions</b>	<p>(3). <b>We</b> shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, New Zealand or United States of America.</p>	
<b>Micro Organism</b>	<p>(4). loss damage, injury costs or expenses of any kind caused by or contributed by or arising from mould, mildew, fungus, spores or other micro-organisms of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.</p>	
<b>Terrorism</b>	<p>(5). loss, damage, injury, cost or expense of any kind caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to loss, damage, injury, liability cost or expense of any nature 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.</p>	
<b>Pollution</b>	<p>(6). loss damage, injury, costs or expenses of any kind caused by or contributed to by or arising from pollution to</p> <p>(a) Any property owned by <b>You</b> or for which <b>You</b> are responsible; or</p> <p>(b) Any land or premises (including land or water within or below the boundaries of such land or premises) that are presently or were at any time previously owned, leased, hired or tenanted by <b>You</b>; and/or.</p> <p>clean-up following pollution which causes damage to</p>	

- |   |   |
|---|---|
|   | (c) Any property owned by <b>You</b> or for which <b>You</b> are responsible;   |
|   | (d) Any land or premises (including land or water within or below the boundaries of such land or premises) that are presently or were at any time previously owned, leased, hired or tenanted by <b>You</b> .   |
| <b>Loss of Data</b>                     | (7). loss, damage, costs or expense of any kind caused by, or contributed to, or arising from, destruction, distortion, erasure, corruption, failure or alteration of any computer and electronic equipment or data from any cause (including but not limited to virus or similar mechanism) or resulting from or caused by or in conjunction with any cause; and/or<br><br>any costs, expenses or liability arising out of or from loss, damage, destruction, distortion, erasure, corruption or alteration of any computer and electronic equipment or data (including but not limited to loss of use, reduction in functionality or costs of reproducing electronic data). |
| <b>Biological or Chemical materials</b> | (8). loss, damage, costs or expenses of any kind caused by or contributed to by or arising from the actual or threatened use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.   |
| <b>Communicable Disease Exclusion</b>   | (9). any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from infectious disease or human contagious disease.  |

**MATERIAL DAMAGE**

The following conditions apply in addition to the Introduction, the Customer Service Information, the General Conditions, General Definitions and General Exclusions, Sections, the **Schedule**, Appendix, and any Endorsements.

**SPECIAL CONDITIONS APPLICABLE TO THIS SECTION**

<b>Transfer of Interest</b>	<p>(1). If at the time of an <b>Event</b> covered hereunder <b>You</b> have entered a contract to sell <b>Your</b> interest in it but</p> <ul style="list-style-type: none"> <li>(a) The contract has not yet completed; and</li> <li>(b) The <b>Orchard</b> has not yet been insured by or on behalf of the purchaser; and</li> <li>(c) The purchase is subsequently completed.</li> </ul> <p><b>We</b> will cover the purchaser to the extent that this Policy covers the <b>Orchard</b> for a period of up to 12 months but never to exceed the <b>Policy Period</b>.</p> <p>This will not affect either <b>Your</b> or <b>Our</b> rights and liabilities up to the date of completion of the purchase.</p>
<b>Interlocking Clause</b>	<p>(2). It is the intent of this Policy that the <b>Sum Insured</b> and <b>Deductibles</b> specified in the <b>Schedule</b> shall apply over all Policies issued to <b>You</b> during the same <b>Policy Period</b> and covering the same <b>Event</b>.</p> <p>Any <b>Event</b> affecting more than one Policy issued to <b>You</b> shall constitute one Aggregate Risk for <b>Deductible</b> purposes.</p>

What is covered	Limitations and exclusions
<p><b>SCOPE OF COVER</b></p> <p><b>We</b> will pay <b>You</b>, in accordance with the provisions of this Policy, for <b>Loss</b> caused by an <b>Event</b> that occurs during the <b>Policy Period</b>.</p> <p>Fees that are required in preparing any claim shall be paid in addition to any <b>Loss</b>.</p>	<p><b>We</b> will not cover <b>You</b> under this Policy for:</p> <ul style="list-style-type: none"> <li>a) more than the <b>Risk Sum Insured</b>; or</li> <li>b) the <b>Deductible</b> as shown in the <b>Schedule</b>.</li> <li>c) damage to buds, shoots, branches, trunks, limbs, leaves and/or loss of flower.</li> <li>d) consequential damage to <b>Growing Fruit</b> following <b>Hail</b> including but not limited to sunburn, loss of quality or nutritional value, disease and any effects from loss of leaf area.</li> <li>e) costs and expense <b>You</b> are required to pay for the removal of debris following a <b>Loss</b>;</li> <li>f) Any form of <b>Loss</b> mitigation costs <b>We</b> require <b>You</b> to pay.</li> </ul> <p>If <b>You</b> fail to pay the above-mentioned <b>Loss</b> mitigation costs and expenses, <b>We</b> may only pay a proportional percentage of any claim that <b>You</b> make under this Policy.</p>

**SCHEDULE OF INSURANCE**

**ASSURED:**

XXXXXXXXXX

**ADDRESS OF ASSURED:**

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

**BINDING AUTHORITY UMR:**

XXXXXXXXXX

**INSURANCE BROKER**

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

**COVERHOLDER**

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

**INSURANCE POLICY NUMBER:**

XXXXXXXXXX

**TERRITORIAL LIMITS**

New Zealand

**POLICY PERIOD**

From XXXXXXXXXXXX to XXXXXXXXXXXX both days at  
12.01am Local Standard Time

**SUM INSURED**

NZD orchard schedule per riskAssessment form

**DEDUCTIBLE**

30% / 35% / 40% [delete]  
\$ \_\_\_\_\_

**Rate**

XXXXXXXXXX

**PREMIUM:**

XXXXXXXXXX