

# LIVESTOCK

## INSURANCE POLICY





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# Welcome To The Security Of CGU Insurance

## Important Information

### About CGU

CGU Insurance Limited is the underwriter of this insurance policy. Our Australian Business Number is 27 004 478 371.

Our Australian Financial Services Licence Number is 238291. In this policy CGU Insurance Limited is called "We," "Us," or "Our."

CGU Insurance Limited pays remuneration to insurance intermediaries when We issue, renew or vary a policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

### Your duty of disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

### If you do not tell us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay you if you make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## General insurance code of practice

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and You; and
- to promote continuous improvement of the general insurance industry through education and training.

### Our commitment to you

We have adopted and support the Code and are committed to complying with it. Please contact Us if You would like more information about the Code.

### Our service commitment

CGU Insurance Limited is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that You are not satisfied with the way in which We have dealt with You, as part of Our commitment to customer service, We have an internal dispute resolution process in place to deal with any complaint You may have.

Please contact Your nearest CGU Insurance office if You have a complaint, including if You are not satisfied with any of the following:

- one of Our products
- Our service
- the service of Our authorised representatives, loss adjusters or investigators; or
- Our decision on Your claim.

Our staff will help You in any way they can. If they are unable to satisfy Your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to Our internal dispute resolution department.

Further information about Our complaint and dispute resolution procedures is available by contacting Us.

## How CGU protects your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

We will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and We will send You a copy.

We recommend that You obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how We will deal with Your complaint.

## Interest on unallocated premium

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your premium in a trust account on Your behalf until Your insurance can be issued. We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

# Livestock Insurance Policy

## Your policy

This policy wording sets out the terms, conditions, exclusions, limitations and endorsements that apply for the insurance We offer You. Before applying for Your insurance, please take the time to read this document carefully. If We agree to insure You, a Schedule will be sent out to You which sets out the cover You have taken. When reviewing You should carefully check the details in Your Schedule.

## General definitions

In this policy there are words that have a special meaning. These words are listed below. Where they appear in the policy they are shown with a capital letter. The singular shall include the plural and vice versa, except where the context otherwise requires.

**Accident, Accidental or Accidentally** means a sudden, unforeseen, and unintended event, and includes a series of accidents arising out of the one event.

**Animal** means the animal(s) described in the Schedule of this policy.

**Birth** means the act of calving, foaling or giving birth

**Calf/Calves** a young cow or bull in it's first year

**Foal** means a horse up to one year of age.

**Impotence** means an Animal's state of being Impotent.

**Impotent** means permanently impotent, infertile, or incapable of natural service.

**Impotent by Accident** means an Accident that occurs in Australia during the Period of Insurance, and;

- causes the bull or ram to become Impotent solely and directly and independently of any other cause; and
- is directly caused by violent external and visible means.

**Period of Insurance** means the length of time between the start and the end date of Your Livestock policy shown on Your current Schedule.

**Person** means a natural person, firm, company, partnership, or incorporated association.

**Schedule** means the schedule issued by Us, which forms part of this policy and shows Your policy number, the type of cover selected by You, and any special terms, limits, conditions, exclusions, endorsements and any excess.

**Situation** means the location specified in the Schedule and while temporarily removed anywhere in Australia.

**Unborn Animal** means a proven foetus, and, following the Birth of a Calf or Foal, up to the age shown in the Schedule.

**Veterinary Surgeon** means a registered Veterinary surgeon who is not insured under this policy.

**We, Us, & Our** means CGU Insurance Limited, ABN 27 004 478 371.

**You, Your, Yours or Insured** means the Person(s), companies or firms named on the current Schedule as the Insured.

**Your Family** means Your:

- spouse or de facto who lives solely with You
- unmarried children who live solely with You
- parents and the parents of Your spouse or de facto who live solely with You
- student children boarding at school, college, or university.

## When You Are Insured

### Type of cover

There are three types of cover available under this policy. The covers are as follows:

1. for the Accidental death of an Animal
2. for the loss of use of a bull, ram or stallion by Accident
3. for the loss of use of a bull, ram or stallion by Accident or disease.

The cover You have selected is shown on Your Schedule.

### Section 1 Accidental death of an animal

#### What we will pay for

We will cover You during the Period of Insurance for death by Accident or disease, contracted by an Animal that belongs to You and that is kept at the Situation, within Australia and Accidental death for the Animal appears on the Schedule.

### Section 2 Loss of use of a bull, ram or stallion by accident only

#### What we will pay for

We will cover You during the Period of Insurance for the loss of use of a bull, ram or stallion as a result of it becoming Impotent by Accident. The bull, ram or stallion must belong to You, be kept at the Situation, within Australia and Accidental death including loss of use by Accident must appear on the Schedule.

### Section 3 Loss of use of a bull, ram or stallion by accident or disease

We will cover You during the Period of Insurance for the loss of use of a bull, ram or stallion as a result of it becoming Impotent by Accident or disease contracted by the bull, ram or stallion. The bull, ram or stallion must belong to You, be kept at the Situation, within Australia and Accidental death including

loss of use by Accident or disease must appear on the Schedule.

### What we will pay

#### Death of an animal

We will pay You the market value of the Animal at the time of its Accidental death, up to the sum insured shown on the Schedule for that Animal.

If the Animal was slaughtered or destroyed in compliance with the provisions of any legislation or order of a public authority, and You have been paid or are entitled to be paid compensation under that legislation or order, the amount We have to pay under this policy is reduced by the amount of that compensation. If You receive that compensation after We have paid You under this policy, You must refund what We have paid You to the extent of the other compensation You receive.

#### Loss of use of a bull, ram or stallion

We will pay You the market value of the bull, ram or stallion, up to the sum insured shown on the Schedule for the bull, ram or stallion at the time immediately before it became Impotent, less its market value upon it becoming Impotent.

If You have been paid or are entitled to be paid compensation under a 'guarantee of fertility' because the bull, ram or stallion became Impotent, the amount We have to pay under this policy is reduced by the amount of that compensation. If You receive that compensation after We pay You under this policy, You must refund what We paid You to the extent of the other compensation You received.

### Additional things we will pay

#### Birthing Risk

This policy is extended to include death of cows and mares insured by this policy as a result of giving Birth.

#### Cost of successfully saving an insured animal or unborn animal

This policy is extended to insure You against the reasonable veterinary fees You incur in successfully saving an Animal or an insured Unborn Animal from the immediate threat of death if We would have been obliged to pay You under this policy, if the Animal or Unborn Animal had died.

We pay up to 10 per cent of the amount We would have had to pay if the Animal or Unborn Animal had died.

#### Cost of attempting to save an insured animal

This policy is extended to insure You against the reasonable veterinary fees You incur in attempting to save:

- a cow who dies as a result of calving
- a mare who dies as a result of foaling.

The Animal(s) must appear on the Schedule and We will pay up to 10 per cent of the amount We have paid or agreed to pay You under the above towards the reasonable veterinary fees You incur in attempting to save the cow or mare.

## Additional things you can insure for under livestock

### Death of a stallion as a result of elective castration

If You have selected death of a stallion as a result of elective castration, We will indemnify You up to the sum insured specified on the Schedule for:

- Accidental death including elective castration.

Provided that:

- a qualified Veterinary Surgeon performed the elective castration in Australia during the Period of Insurance
- at the time the castration is performed, the stallion is free from scrotal hernia and the surgeon can ascertain by touch, that the organs are in the scrotum.

We will pay:

- the market value of the castrated stallion immediately prior to it being castrated, or the sum insured shown on the Schedule for the stallion, whichever is less
- up to 10 per cent of the amount We have paid or agreed to pay You under the above towards the reasonable veterinary fees You incur in attempting to save the stallion.

### Death of an Unborn Animal

This policy is extended to insure You against the death of an Unborn Animal provided that the cow or mare also appears on the Schedule; and

- the mare or cow does not die or abort the Unborn Animal within three days of the commencement of the Period of Insurance. There is no three day waiting period if the gestation period extends over more than one Period of Insurance with Us and
- the Unborn Animal dies during the Period of Insurance, but not within three days of the commencement of the Period of Insurance. There is no three day waiting period if the gestation period extends over more than one Period of Insurance with Us.

The cover extends to include loss of an Unborn Animal against re-absorption of foetus or being cast, aborted, stillborn dead or failing to live for the number of days specified in the Schedule after Birth, including loss of Foal /Calf or Unborn Animal due to the death of the mare or cow.

Two or more Foals or Calves shall be deemed to be one Animal and We shall only be liable to indemnify You in the event of death of all Animals.

This cover only applies if evidence is produced by a veterinarian when claiming for the loss of an Unborn Animal insured under this policy

We will pay:

- The amount shown in the Schedule, or if no amount is specified
- the service fee of the mare for that Unborn Animal. We do not pay the value of the Unborn Animal, the most We will pay for either or both of the Unborn Animal and the cow or mare is the sum insured of the cow or mare

We also pay up to a maximum of 10% of the amount of the service fee towards the reasonable veterinary fees You incur in attempting to save the Unborn Animal

## When You Are Not Insured

### What we will not pay

We will not pay for any loss arising directly or indirectly from:

- The death of an Animal if the death is directly or indirectly caused by, or arises from:
  - elective castration, except as provided under the 'Death of a stallion as a result of elective castration'
  - its mating, gestation, or giving Birth, except as provided under the additional benefit 'cost of attempting to save an insured Animal'
  - if it was slaughtered or destroyed without Our prior consent unless, a qualified Veterinary Surgeon certifies, that for humane reasons, it was reasonable to slaughter or destroy the Animal as a matter of urgency.
- The death or loss of use of an Animal:
  - if the Animal was slaughtered or destroyed in compliance with the provisions of any legislation or order of a public authority
  - if the Animal was being used for a purpose other than the purpose described in answer to questions in Our proposal
  - arising from contracting anthrax or any transmissible spongiform encephalopathy (including bovine spongiform encephalopathy — 'mad cow disease' or 'scrapie'), avian influenza ('bird flu'), babesiosis ('tick fever'), brucellosis, foot and mouth disease, footrot, johnes disease, pleuro pneumonia, rinderpest, swine fever, tuberculosis, or any strain or mutant variation of any of these
  - resulting from the Animal being inoculated, castrated, spayed or fired
  - resulting from wilful neglect or unskilled treatment
  - resulting from a surgical operation unless necessary to preserve the life of an Animal
  - resulting from transit by air (other than in Australia) or sea
  - as a result of war or other act of foreign enemy (whether war is declared or not), revolution or other civil disturbance or commotion, confiscation, nationalisation
  - as a result of an act of terrorism, or action taken to control, prevent or suppress, or attempt to control, prevent or suppress an act of terrorism
  - as a result of the requisition of property by a government or statutory authority
  - caused by radioactivity, nuclear fuel, material or waste, or nuclear fission.
- The death or loss of use of an Animal, if the death or loss of use was deliberately or wilfully caused by:
  - You or a member of Your Family
  - anyone with whom You live
  - anyone living at, or invited onto the Situation shown on the Schedule
  - anyone with Your consent
  - anyone entitled to benefit under this policy.



# What You Must Do When You Have A Policy

You must:

- ensure that stallions are not turned loose with mares or other Animals
- ensure that when stallions are not in use or travelling, they are kept in a stable, or an enclosed yard or paddock, and are fed daily
- take reasonable care to keep the insured Animals healthy
- take reasonable care to prevent Your bull, ram or stallion from becoming Impotent (if You have taken out insurance cover for loss of use of bull, ram or stallion)
- comply with the requirements of legislation and of a government or statutory authority
- permit Us at any time during the Period of Insurance, and on reasonable notice, to inspect the insured Animals and the place at which they are kept.

Tell Us immediately if:

- any material change in the nature of the risk. We may cancel or change the terms on which We are prepared to offer or continue cover if this occurs
- You no longer have an interest in an insured Animal
- You take out any other insurance which covers an insured Animal.

## Prevention of loss

- To help Us to process any claim You must keep up to date records of insured Animals.
- To help Us to process any claim You may have, make sure You keep a record or evidence of ownership, value and detailed description of all insured Animals.

## What you must do if an insured animal dies

If an insured Animal dies, You must:

- not interfere with, or dispose of the carcass of the Animal, until 24 hours after You have notified Us of its death
- allow Us to inspect the carcass
- if We reasonably request You to do so, have a qualified Veterinary Surgeon carry out a post-mortem examination of the Animal. We will pay for this cost.

## Alteration of risk

The Insured must provide Us with immediate written notice of every change which materially varies any of the facts or circumstances existing at the commencement of the Period of Insurance that comes to the Insured's knowledge, which will also be deemed to include the knowledge of any Person whose knowledge would at law be the Insured's knowledge.

## Cancellation

The Insured may cancel this policy by giving notice in writing to Us.

We may cancel this policy in any of the circumstances set out in the Insurance Contracts Act 1984 (Act).

After cancellation We will refund to the Insured the pro-rata premium calculated on the unexpired Period of Insurance from the date of cancellation.

When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as We may require for the adjustment of the premium. Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.

## Settlement Of Claims

The most We will pay is the market value of Your Animal(s) at the time of its/their loss or the sum insured shown in the Schedule, whichever is the lesser.

Where payment is to be made in settlement of a claim, and any other party(ies) has/have an interest in Your Animal(s), then payment may be made to such other party(ies) to the extent of that interest. The discharge in respect of such payment will be full and final to Us in respect of that interest.

## Claims

What You must do:

- if You are making a claim, or an event happens that might lead to You making a claim, You must tell Us about the event within 24 hours of it occurring
- tell the police immediately if a criminal act might be involved
- give Us any information and help that We may need in handling a claim, and
- send Us any correspondence You receive about the event without delay
- for the death of an Animal with a market value in excess of \$10,000, You must give Us a certificate from a qualified Veterinary Surgeon confirming the Animal is dead, and indicating when and how the Animal died
- for the loss of use of a bull, ram or stallion, You must give Us a certificate from a qualified Veterinary Surgeon confirming that the Animal is Impotent and indicating approximately when and how it became Impotent.

For the death of an Animal or for the loss of use of a bull, ram or stallion:

- You must authorise a Veterinary Surgeon that attended at the death of the Animal or on it becoming Impotent, to provide Us with any information We require or access to any samples he or she has, relevant to the claim.

## Excess

An excess is the first part of any claim on a policy which You must pay. The amount We must pay under the policy is reduced by the amount of the excess. You only have to pay an excess if it is mentioned in the policy or shown on the 'Schedule'.

## No reinstatement of sum insured following the death of an animal

If a sum insured is shown on the Schedule for an Animal, and We pay the amount of that sum insured for a claim for the death of that Animal, that sum insured is not reinstated.

## What we may do

If We pay a claim, We have the right to proceed in Your name against any Person responsible for the death of the Animal or it becoming Impotent. We take this action at Our own expense. You must not do anything that limits Our right to do so.

## What can affect your entitlements

We may decline or reduce the amount of any claim, or refuse to indemnify You, if You enter into an agreement which excludes or limits Our right to recover damages or a contribution from another Person.

If You do not do what You are obliged to do under Your policy, We may refuse to pay a claim or any part of it.



## CONTACT DETAILS

**Enquiries** 13 24 81

**Claims** 13 24 80

### Mailing address

GPO Box 9902 in your capital city

#### **Sydney**

388 George Street  
Sydney NSW 2000

#### **Melbourne**

181 William Street  
Melbourne VIC 3000

#### **Brisbane**

189 Grey Street  
South Bank QLD 4101

#### **Perth**

46 Colin Street  
West Perth WA 6005

#### **Adelaide**

80 Flinders Street  
Adelaide SA 5000



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