

# livestock

insurance policy



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## Livestock insurance

Provided you have paid or agreed to pay the premium to us, then subject to the terms, conditions and exclusions contained in or endorsed on this policy or the **schedule**, we will insure you against **loss**, as described in this policy. The **loss** must occur during the period of insurance stated in the **schedule** or eventuate within 30 days after the expiry date. The **loss** must be as a result of any accident sustained or illness or disease contracted and advised to us during the period of insurance and any future period for which we may accept payment of premium.

The policy, **schedule**, application and endorsements together form the agreement.

### What you need to tell us

You must tell us anything that you know, or should know, could affect our decision to insure you and/or the terms on which we insure you. You must do this when you apply for a policy, renew your policy, or when you change or reinstate your policy. These requirements are part of the Insurance Contracts Act 1984.

### What you need not tell us

You do not need to tell us anything that:

- ◆ reduces our risk.
- ◆ is of common knowledge.
- ◆ we know, or as an insurer should know.
- ◆ we indicate that we do not want to know.

### What will happen if you do not tell us

We can reduce the amount we pay you for your claim, or we can cancel your policy. If your failure to tell us is fraudulent, we can treat your policy as if it never existed.

## Important information

### When you are insured

Your insurance begins when we accept your application. The commencement date of your insurance will be shown on the **schedule** we will send you. The insurance applies for the period for which you have paid us, or agreed to pay us, the premium. You may pay your premium by cash, cheque or credit card. If your cheque or credit card is dishonoured by your financial institution, you are not insured.

### Operations and Anaesthetics

Your attention is drawn to 'What is not insured' relating to any surgical operation on page 4 of this policy booklet. It is recommended that you notify us of any intended operation or procedure which requires the administration of any general or local anaesthetic, to ensure that your cover is not invalidated.

### Claims

This policy does not provide cover in relation to events that occurred before the contract was entered into.

### Who is the Insurer

We, us, our - means the insurance company named in the schedule of this policy.

### Who is Insured

You, your, insured - means the person(s), company, partnership or firm named in the **schedule** of this policy.

### Words that have a special meaning

In this policy there are words that have a special meaning. These words are listed below. If the meaning of a word is not shown below, we will tell you what the meaning is in the policy. Wherever a word with a special meaning is printed in this policy, it will be shown in **bold** print.

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

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

**Loss** – means death from accident, illness, disease or, with our written consent, destruction for humane reasons where such reasons are certified by a qualified **veterinarian**.

**Schedule** – means the attachment which forms part of this policy and shows your policy number, together with other important details of your cover.

**Situation** – means the place specified in the **schedule** and while temporarily removed anywhere in Australia.

**Unborn Foal** – means a proven foetus and, following birth of a foal, up to the age shown in the **schedule**.

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

## The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims.

You can choose not to provide this information, however we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisors.

If you wish to update or access the information we hold about you, contact us.

## General information

### What is insured

Loss of your animal(s) at the situation.

### What is not insured

Loss arising directly or indirectly from:

- ◆ you introducing or permitting to be introduced, a contagiously diseased or infected animal
  - among your **animals**; or
  - upon any part of the premises where your **animals** are kept, unless you can prove that you were not aware and could not reasonably be expected to be aware of the existence of any contagious disease or infection in the animal.
- ◆ you permitting your **animal(s)** to
  - mix with contagiously diseased or infected animals; or
  - go into contaminated sheds or buildings, or into or upon any other place where diseased or infected animals may have been. This does not apply if you can prove that you were not aware, or could not reasonably be expected to be aware, of the existence of such disease or infection in those animals or where the animals may have been.
- ◆ you failing to immediately, upon discovery of any animal with contagious or infectious disease, completely separate and isolate the infected **animal** from the remainder of your **animal(s)** and use all necessary and proper precautions to protect your healthy **animal(s)** from any chance of infection or contagion.
- ◆ the use of your **animal(s)** for any purpose other than that specified in the application.
- ◆ you failing to provide your **animal(s)** with
  - sufficient and proper food, water, care and shelter; or
  - secure fences, yards, sheds or stabling.
- ◆ any surgical operation unless conducted by a qualified **veterinarian** and certified by him/her to have been necessitated solely as a result of an accident, disease or illness and required to have been carried out in an attempt to preserve your **animal's** life.
- ◆ the administration of any medication unless by a qualified **veterinarian** or experienced personnel directed by him/her.
- ◆ racing or competition over jumps or hurdles, schooling or trials for jumping events or races.
- ◆ Clostridial disease (Enterotoxaemia, Black leg, Blacks Disease, Tetanus and Malignant Oedema) unless your **animal** has been vaccinated against these diseases.
- ◆ crossbreeding, unless agreed by us and noted on the **schedule**.
- ◆ your **animal(s)** being stallions and you
  - turn them loose with mares or other animals; or
  - do not keep them in a stable, enclosed yard or paddock, when not in use or travelling.
- ◆ war or warlike activities which means invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, looting, sacking or pillage following any of these.
- ◆ contamination by chemical and/or biological agents, which results from an act of terrorism. Terrorism is any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.



- ◆ the use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- ◆ Anthrax, Anaplasmosis, Babesiosis, Footrot, Johnes Disease, Pleuro Pneumonia, Swine fever, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adenovirus, Hepatitis, Parvo Virus and Distemper, Caprine Arthritis Encephalitis, Foot and Mouth Disease, Bovine Spongiform Encephalopathy (BSE or Mad Cow Disease), Brucellosis.
- ◆ Castration, Inoculation, spaying or firing.
- ◆ Improper use.
- ◆ Surgical operation unless necessary to preserve the life of the animal.
- ◆ Wilful neglect or unskilled treatment.
- ◆ Intentional or wilful injury by you.
- ◆ Transit by air (other than in Australia) or sea.
- ◆ Destruction by order of Government authority or local inspector acting under authority of any Act relating to animals.

- ◆ take all reasonable precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable retain such evidence until we have had an opportunity of inspection.
- ◆ take all practical steps to recover your **animal(s)** and in the event of the **animal(s)** being lost, or wilfully injured, give immediate notice to the Police.
- ◆ give us a statement with details of any other insurances on your **animal(s)**.

## 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.

## Goods and Services Tax

Where we make a payment under this policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

## How to make a claim

### Your Duty

After the happening of any event which may give rise to a claim against us, you or your legal representative must:

- ◆ advise details to us by telephone or facsimile within 24 hours. At your own expense, and within 30 days (or such further time as we may in writing allow), give us a statement, in writing containing all particulars and details of your **animal(s)** affected and its/their value together with details of the injury or illness suffered and furnish all vouchers, proofs, explanations and other evidence required by us included with a statutory declaration if requested.
- ◆ at your own expense, have a post-mortem examination of your **animal(s)** made by a qualified **veterinarian**. The details of the examination are to be made available to us.
- ◆ take all reasonable precautions to prevent further disease, illness, accident, injury or death of your **animal(s)**.

## Conditions

### Canceling your policy before the due date

You can cancel this policy or any section at any time. To do this you must ask us in writing to cancel your policy or any section. This policy or the section will end when we receive your request.

We can cancel this policy or any section if you do any of the following:

- ◆ make a misleading statement to us when you apply for your insurance.
- ◆ fail to tell us anything you should tell us when you apply for this policy, renew this policy and when you change or reinstate this policy.
- ◆ fail to comply with the conditions of this policy.
- ◆ fail to pay the premium for this insurance.
- ◆ are not fair and open in your dealings with us.
- ◆ make a claim during the period of this policy that is not true. The claim does not have to be under this policy and can be with us or another insurance company.

We may also cancel this policy or any section if you fail to notify us of a change in the circumstances of the risk during the period of insurance. If we cancel this policy or any section we must advise you in writing. To do this, a notice will be delivered to you or posted to you.

### Return of premium if your policy is cancelled before the due date

If your policy or any section is cancelled before the due date:

- ◆ we will keep the premium for the period that the policy or the section has been in force.
- ◆ we will return to you the premium for the period from the date the policy or section ended to the due date of the policy.

### You cannot give your rights away

You cannot give anyone else an interest in this policy without our written consent.

### You give us your rights

If you have a right to claim against someone else for a claim you made under this policy, you give us your rights to make that claim. You also give us your rights to conduct, defend or settle any legal action and to act in your name.

You must not do anything which prevents us from doing this and you must give us all the information and co-operation we require.

## The law that applies to this policy

Any disputes arising from this policy will be determined by the courts, and in accordance with the laws, of the State or Territory of Australia where this policy is issued.

## Variations and extensions

(This only applies if shown in your schedule)

### ◆ Loss of Use (Accident)

The meaning of loss is extended to include permanent and total impotency or infertility or permanent incapability of natural service, as a result of an accident caused solely and directly by violent external and visible means.

This only applies if:

- you produce evidence satisfactory to us of the condition of your **animal(s)**;
- the total amount payable will be the market value of your **animal(s)** or the sum insured whichever is the lesser from which we will deduct the sum realised from the disposal of your **animal(s)**.

### ◆ Loss of Use (Accident and Illness)

The meaning of **loss** is extended to include permanent and total impotency or infertility or permanent incapability of natural service as a result of an accident caused solely and directly by violent external and visible means or illness or disease.

This only applies if:

- in the case of illness or disease, a period of three calendar months has elapsed from the date of notification of the condition of your **animal(s)** to us.
- you produce evidence satisfactory to us of the condition of your **animal(s)**.
- the total amount payable will be the market value of your **animal(s)** or the sum insured whichever is the lesser, from which we will deduct the sum realised –
  - from the disposal of your **animal(s)**; and
  - under any guarantee of fertility furnished by a vendor at the time of purchase of your **animal(s)**.

### ◆ Unborn Foal

(This only applies to the mare specified under this heading in the **schedule**)

The cover extends to include loss of an **unborn foal** against reabsorption 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** or **unborn foal** due to the death of the mare.

Two or more **foals** shall be deemed to be one **foal** and we shall only be liable to indemnify you in the event of death of all **foals**.

This cover only applies if evidence is produced by a **veterinarian** when claiming for the **loss** of an **unborn foal** insured under this policy.

### ◆ Inoculation

We will indemnify you against loss of any animal described in the schedule consequent upon inoculation.

This only applies if:

- the inoculation against Redwater and Tickfever is carried out by a **veterinarian** registered in accordance with provisions of any Veterinary Surgeon(s) Act.

## How to resolve a complaint or dispute

### 1. Talk to us first

If you have a complaint, the first thing you or your insurance adviser should do is speak to one of our staff. If your complaint relates specifically to a claim, speak with the claims officer managing your claim.

If the staff member or claims officer are unable to resolve the matter for you, you or your insurance adviser may speak to a manager. The manager will usually provide you with a response to your complaint within 15 business days. If the timeframe is impractical for any reason such as the need for more information or further investigation, they will discuss with you alternative timeframes. If you are not satisfied with our response or we cannot agree with you on alternative timeframes, you can go to step 2.

### 2. Seek a review

If the matter is still not resolved the manager will refer you or your insurance adviser to the relevant dispute handling department or area who will conduct a review of your dispute and will usually provide you with a response to your dispute within 15 business days. If the timeframe is impractical, we will discuss with you alternative timeframes.

If you are still not satisfied with our response to your dispute or we cannot agree on alternative timeframes, you can go to step 3.

### 3. Seek an external review

You are entitled to seek an external review of our decision. We will provide you with information about options available to you, including, if appropriate, referring you to the external dispute resolution scheme administered by the Financial Ombudsman Service Limited (FOS).

You will not be able to have your dispute resolved by the FOS if you are not eligible under the FOS's Terms of Reference.

Further information about our complaint and dispute resolution procedures is available by contacting us.

## Intermediary Remuneration

We pay 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.

## General Insurance Code of Practice

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

The objectives of the Code are:

- ◆ to promote better, more informed relations between insurers and their customers;
- ◆ to improve consumer confidence in the general insurance industry;
- ◆ to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- ◆ to commit insurers and the professionals they rely upon to higher standards of customer service.

### 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.



Insurer  
**CGU Insurance Limited**  
ABN 27 004 478 371

Your insurance adviser is