



## > Livestock Policy Wording

RALS0818

Insurance arranged by





## Thankyou

### **For choosing to insure Your livestock with Rural Affinity What We would like You to do**

1. Please take the time to read Your policy wording and Schedule, making sure that all details are correct.
2. Keep Your policy wording and Schedule in a safe place so that You can refer to them easily.
3. If You have any questions about Your insurance cover, You should contact Your insurance adviser.
4. When contacting Rural Affinity, please quote the policy number which is printed on Your Schedule.

Effective August 2018

Rural Affinity Insurance Agency Pty Ltd

ABN 72 119 838 854 AFS Licence No. 302182

Underwritten by certain underwriters at Lloyd's



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## ➤ Important information

### Who is Rural Affinity?

Rural Affinity Insurance Agency Pty Ltd ABN 72 119 838 854 AFS Licence No. 302182 is an underwriting agent. In transacting this insurance, Rural Affinity is acting as a Lloyd's coverholder pursuant to a binding authority agreement.

### Who is the Insurer?

This insurance is underwritten by certain underwriters at Lloyd's. More information regarding the insurer can be found on our website at <http://ruralaffinity.com.au/about-the-insurer>.

### General Insurance Code of Practice

This policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the General insurance industry. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### Change to the policy wording

From time to time and where permitted by law, We may change parts of the policy wording. We will issue You with a new policy wording or an endorsement if the change will adversely affect You. For any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, We may either:

- communicate the changes to You at the earliest opportunity; or
- issue an update on the Rural Affinity's website.

You can also contact Rural Affinity to find out what changes might have occurred and/or to obtain a paper copy of such notices on request.

### Your Duty of Disclosure

This policy is subject to the *Insurance Contracts Act 1984* (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). You need to tell Us immediately of any new information or changes to the answers that have been provided to Us and/or the disclosures You have made to Us throughout the Policy Period.

### What You do not need to tell Us

You do not need to tell Us about any matter:

1. that diminishes Our risk;
2. that is of common knowledge;
3. that We know or should know as an insurer; or
4. that We tell You We do not need to know.

### Who does the duty apply to?

Everyone who is insured under this policy must comply with the duty.

### What happens if You or they do not comply with the duty?

If You or they do not comply with this duty, We may cancel the policy or reduce the amount We pay if You make a claim. If the non-disclosure is fraudulent, We may treat the policy as if it never existed and pay nothing.

➤ **Important information (continued)**

**Privacy**

We are committed to the safe and careful use of Your personal information in the manner required by the Privacy Act 1988 (Cth), the Australian Privacy Principles and the terms of this Policy. In this privacy section, “We”, “Us” and “Our” means the insurer and Rural Affinity as applicable.

We and Rural Affinity collect Your personal information in order to assess Your application for insurance and, if Your application is accepted, to administer and manage Your insurance policy and respond to any claim that You make. To do this, Your personal information may need to be disclosed to reinsurers and service providers and related entities who carry out activities on Our and Rural Affinity’s behalf, such as assessors and facilitators, some of whom may be located in overseas countries. Our and Rural Affinity’s contractual arrangements generally include an obligation for these reinsurers, service providers and related entities to comply with Australian privacy laws.

By providing Us and Rural Affinity with Your personal information, You consent to the disclosure of Your personal information to reinsurers, service providers and related entities in overseas countries to enable Us and Rural Affinity to assess Your application, to administer and manage Your insurance policy and to respond to any claim that You make. If You consent to the disclosure of Your personal information to overseas recipients, and the overseas recipient handles Your personal information in a way other than in accordance with the Australian privacy laws, We and Rural Affinity may not be responsible for the handling of Your personal information by the overseas recipient.

If You choose not to provide Your personal information and/or choose not to consent and/or withdraw Your consent to the disclosure of Your personal information to overseas entities at any stage, We and/or Rural Affinity may not be able to assess Your application or administer and manage Your insurance policy and respond to any claim that You make.

Our and Rural Affinity’s privacy policies explain how You may access personal information that each of us holds, how to seek correction of Your personal information, how to make a complaint about the handling of Your personal information and how complaints are handled. If You require more information, You can access Rural Affinity’s Privacy Policy at [www.ruralaffinity.com.au/privacy](http://www.ruralaffinity.com.au/privacy).

**Dispute resolution**

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly. If You have a complaint please first try to resolve it by speaking to the relevant member of Our staff. Our staff member will offer to refer the matter to our Internal Dispute Resolution Officer, or you can Contact Our Internal Disputes Resolution Officer on (02) 9496 9300. We will acknowledge receipt of Your complaint in writing within 2 working days.

If the complaint relates to the insurance cover We will, provided We have sufficient information, complete the review within 15 working days. Where We are unable to do so, We will agree a new timeframe for responding to You. In any case, We will provide You with an update every 10 working days.

If You are not satisfied with the response from Our Internal Disputes Resolution Officer, You can contact Lloyd’s Australia to request a review of the complaint.

Contact details for Lloyd’s Australia Limited:  
Level 9, 1 O’Connell Street, Sydney, NSW, 2000  
(02) 8298 0783 | [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

If your dispute is not resolved in a manner satisfactory to you, you may refer the matter for review under an External Dispute Resolution Scheme using the contact details provided below.

**For disputes prior to 1 November 2018:**

Financial Ombudsman Service (FOS)  
For further details You can visit their website  
[www.fos.org.au](http://www.fos.org.au) or contact them:  
GPO Box 3, Melbourne, VIC, 3001  
1800 367 287 | [info@fos.org.au](mailto:info@fos.org.au)

Further details regarding our complaints process are available on request.

**For disputes from 1 November 2018:**

Australian Financial Complaints Authority (AFCA)  
For further details You can visit their website  
[www.afc.org.au](http://www.afc.org.au) or contact them:  
GPO Box 3, Melbourne, VIC, 3001  
1800 931 678 | [info@afc.org.au](mailto:info@afc.org.au)

## ➤ Important information (continued)

### Service of Suit Clause

In accepting this insurance We agree that:

1. if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
2. any summons notice or process to be served upon Us may be served upon:  
Lloyd's Underwriters' General Representative in Australia  
Level 9, 1 O'Connell Street, Sydney, NSW 2000  
who has authority to accept service and to enter an appearance on Our behalf;

if a suit is instituted against any of Us, We will abide by the final decision of such Court or any competent Appellate Court.

### Several Liability Notice

The obligations of any underwriter at Lloyd's under this insurance are several and not joint and are limited solely to the extent of each underwriters individual subscription. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

### Cost of insurance

When We calculate Your insurance premiums, We take into account the following factors:

1. the insured events which are covered;
2. the age of the animals;
3. the length of the period of cover;
4. the Sum Insured; and
5. The information You have disclosed to Us.

### Words with special meaning

In this policy wording and Your Schedule there are words which have a special meaning. These words appear with a capital first letter. The meaning of these words is shown in the Definitions section on page 7 of this policy wording.

### Jurisdiction

Should any dispute arise in relation to Your policy, it will be dealt with in the Australian state or territory where You purchased the policy, and in accordance with the laws of that Australian state or territory.

## ➤ Our agreement

When You have paid (or agreed to pay) the premium to Us, We will give You the cover described in this policy.

The policy consists of:

1. Your proposal;
2. this policy wording;
3. the Schedule.

From time to time and where permitted by law, We may change parts of the Policy. We will issue You with an endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Rural Affinity's website at [ruralaffinity.com.au](http://ruralaffinity.com.au). You can obtain a paper copy of updated information without charge by calling Rural Affinity or Your intermediary.

## › The cover

This policy covers Livestock against Loss which occurs at the Situation during the period of cover.

Claims will be settled subject to the terms, exclusions and conditions of this policy.

## › Who is covered?

The person or organisation named in the Schedule is covered under this policy. In the policy wording and Schedule, they are referred to as “You” or “Your”.

To protect anyone else with rights over Your Livestock (such as a finance provider) You should have them named on Your Schedule.

No interest in this policy can be transferred or assigned without written permission by Us.

## › Period of cover

Unless we have agreed otherwise, the period of cover will begin at the latter of:

1. 24 hours after 9.00am on the Acceptance Date shown on Your Schedule for Loss due to accident; or
2. 48 hours after 9.00am on the Acceptance Date shown on Your Schedule for Loss due to illness or disease.

The period of cover ends on the Expiry Date shown on Your Schedule.

## › Optional Benefits

The following optional benefits only apply if noted on Your Schedule

### **Theft**

Cover is provided for theft of Livestock.

### **Loss of Use**

The definition of Loss is extended to include permanent and total impotence, infertility or inability to perform natural service as a direct result of a disease, illness or accident involving violent external and visible means.

Cover for loss of use only applies if:

1. a period of three months has passed since the date of notification of the claim if the loss of use is due to illness or disease;
2. You produce satisfactory proof to Us regarding the condition of the Livestock

## › Basis of Settlement

The most We will pay is the market value of the affected Livestock or the Sum insured, whichever is the lesser, less any salvage and less any Excess.

The market value is determined as the farm gate value of the Livestock at the date of the loss.

## ➤ Exclusions

This policy does not cover any claim arising directly or indirectly from:

1. any consequence of war or warlike activities which includes invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, use of military or usurped power, looting, sacking or pillaging following any of these or the expropriation of property;
2. any consequence of ionizing radiation or radioactive contaminations from any nuclear fuel or waste which results from the burning or fission of nuclear fuel. The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it. Nuclear weapons material, nuclear pollution or contamination. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
3. Loss/es which occurred before the contract was entered into;
4. a deliberate act carried out by You or by any person acting with Your permission, except when it is to avoid or reduce Loss that would otherwise happen;
5. lawful seizure, confiscation, requisition or slaughter by an order of any government, public or local authority.
6. any act of Terrorism, including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism and including any costs or expenses arising directly or indirectly from any act of Terrorism;
7. willful injury;
8. Clostridial disease (Enterotoxaemia, Black Leg, Blacks Disease, Tetanus and Malignant Oedema) unless the Livestock has been vaccinated against these diseases;
9. Anthrax, Babesiosis, Brucellosis, Footrot, Johnes Disease, Pleuro Pneumonia, Tuberculosis, Blue Tongue, Rinderpest, Infectious Adeno Virus, Hepatitis, Foot and Mouth Disease or BSE (mad cow disease);
10. castration, inoculation, spaying or firing;
11. surgical operations, unless conducted by a Veterinarian and deemed necessary to preserve the life of the Livestock;
12. the administration of any medication unless by a Veterinarian or an experienced person acting under the direction of a Veterinarian;
13. transit by sea or air;
14. congenital defects or abnormalities;
15. consequential loss;
16. claims for losses for which insurance is prohibited by law; or
17. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### Sanctions Limitation and Exclusion Clause

We will not pay any claim or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

No cover is provided if You, or a person acting under Your direction;

1. allow an animal with a contagious disease to enter the Situation or allow Livestock to come into contact with an animal that has a contagious disease or infection. This exclusion will not apply if You can prove that You were not aware and could not reasonably be expected to be aware that the animal had the disease or infection.
2. allow the Livestock to enter a contaminated shed or building or into a location where diseased or infected animals may have been. This exclusion will not apply if You can prove that You were not aware and could not reasonably be expected to be aware that the shed, building or location was contaminated.
3. fail to immediately, upon discovering that an animal has a contagious or infectious disease, take all reasonable action to separate and isolate the infected animal(s) from the Livestock. You must take all reasonable action to protect the health of the Livestock.



## › Claims conditions

### In the event of a claim

As soon as You become aware of any Loss that may result in a claim under this policy:

You must:

1. contact Us as soon as possible (within 48 hours), telling Us the time that the Loss occurred and the details of the Livestock involved;
2. complete Our claim notification form and give it to Us promptly;
3. take all reasonable steps to prevent further disease, illness, accident, injury or death of the Livestock;
4. at Your expense, have a post-mortem examination of the deceased Livestock conducted by a Veterinarian. The details of the examination are to be made available to Us.
5. give Us and Our representatives free access to assess any claim. At Our request, You must provide any information required to determine the value of the animals and any details of the injury or illness suffered.
6. try to get the details of any other person or property involved and details of any witness;
7. take all reasonable steps to recover any lost Livestock;
8. report to the police if You suspect arson, theft or willful injury to Livestock. You must do this as soon as possible;
9. tell Us the identity of anyone who has an interest in the Livestock;
10. tell Us about any other insurance which covers the Livestock.

You must not do or say anything which may disadvantage Our ability to make a recovery against any other person.

In the event of a claim, Rural Affinity can be contacted on (02) 9496 9300.

### After Your claim is made

After we have paid a claim under this policy, We have the right to take over any legal right of recovery which You have. If We do this, it will be for Our benefit and at Our expense. You must not do anything that prevents Us from doing this and You must give Us any information or assistance We require.

If anybody compensates You after We have paid a claim for the Livestock, You must reimburse Us for that payment. You must do this as soon as the compensation is made.

## › General conditions

If You do not follow these conditions, We may refuse to pay or reduce a claim by an amount that fairly represents the extent to which Our interests have been prejudiced.

### Care and Protection

Reasonable care must be taken to ensure the protection and preservation of the Livestock at all times. You must provide the Livestock with sufficient food, water, care and shelter.

### Cancelling the policy

#### By You

You may cancel the policy by writing to Us. You will still be required to pay the full premium if You cancel the policy.

#### By Us

We have a right to cancel this policy under certain circumstances. If We cancel Your policy, We will inform You in writing and refund all premium You have paid Us for the time remaining on the policy.

## › Definitions

### **Acceptance Date**

Means the Acceptance Date listed on Your Schedule.

### **Expiry Date**

Means the Expiry Date listed on Your Schedule.

### **Excess**

Means the amount You must contribute in the event of a claim.

### **Livestock**

Means the animals described on the Schedule

### **Loss**

Means death resulting from accident, illness or disease. We will also cover death due to the humane destruction of the Livestock by a Veterinarian in order to prevent the incurable suffering of the Livestock.

### **Occurrence**

An occurrence is any event, including continuous or repeated exposure to substantially the same general conditions which results in Loss during any continuous period of 72 hours and which commences during the period of cover.

### **Schedule**

Means the document that contains details of the policy which are specific to You. If the policy is changed, We will give You an updated Schedule.

### **Situation**

Means the place specified on the Schedule, while temporarily removed from that place or while in transit anywhere within Australia.

### **Sum Insured**

Means the value per animal listed on the Schedule.

### **Veterinarian**

Means a veterinary surgeon who is qualified and registered in Australia and who is not insured under this policy.

### **Terrorism**

Means an act, including but not limited to the use of force, violence or the threat thereof, of any person or group(s) of people, whether acting alone or on behalf of or in connection with any organisation(s) or government (s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

### **We/Us/Our**

Means Rural Affinity acting as a Lloyd's coverholder pursuant to a binding authority agreement.

### **You/Your**

Means the person or organisation names in the Schedule as the insured.

➤ Notes

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



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