

Endorsement

Edition 1

This endorsement is dated 15 April 2021 and will apply to all **CGU Livestock Insurance Policies** version C0253 REV13 04/21 ('policy') taken out with a new business effective date on or after 25 July 2021, or with a renewal effective date on or after 25 July 2021.

The information in this endorsement updates and should be read with Your policy and any other applicable endorsements. These documents together with Your Schedule make up the terms and conditions of Your insurance contract with Us. Your current Schedule outlines the cover You have chosen.

Changes to your policy

Change 1: Addition to Important Information

Your policy is amended by inserting the following new clause under the 'Important information' section on page 2, before the heading 'Interest on unallocated premium':

Minimum Premium

Your premium, including any discounts You may be eligible for, are subject to minimum premiums. We consider the minimum amount We are prepared to sell the policy for and may adjust Your premium to ensure it does not fall below the minimum amount. Any discounts will be applied to Your policy, only to the extent any minimum premium is not reached. This means that any discount You may be eligible for may be reduced. When We determine your premium on renewal, We may also limit any increases or decreases in Your premium by considering factors such as Your previous year's premium amount.

Change 2: Additions to General definitions

Your policy is amended by adding the following additional definitions within the 'General definitions' section on page 2:

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism whether:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms; and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer System means computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of these items and including any associated input, output, Electronic Data storage device, networking equipment or back up facility, owned or operated by you or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System..

Electronic Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Change 3:
Additions to When You Are Not Insured

Your policy is amended by adding the following additional exclusions under the heading 'What we will not pay' on page 4 within the 'When You Are Not Insured' section:

- any actual or alleged loss, damage, liability, cost, expense or any other amounts of whatever nature directly or indirectly caused by, arising from, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

Provided that this exclusion will not apply to Accidental death or disease of an Animal covered under Section 1 Accidental death of an animal, caused by the perils covered by this policy.

For the avoidance of doubt "loss, damage, liability, cost, expense or any other amounts of whatever nature" includes any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for such diseases, conditions or circumstances described in this exclusion.

- any actual or alleged Cyber Act.



LIVESTOCK

INSURANCE POLICY

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Welcome To The Security Of CGU Insurance

Important Information

About CGU

Insurance Australia Limited trading as CGU Insurance is the underwriter of this insurance policy. Our Australian Business Number is 11 000 016 722.

Our Australian Financial Services Licence Number is 227681. In this policy Insurance Australia Limited trading as CGU Insurance is called "CGU," "We," "Us," or "Our."

CGU 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, refuse or reduce the amount We will pay You if You make a claim. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on the impact or effect Your failure to meet Your responsibilities caused or contributed to the claim and Our decision to maintain this policy.

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

We proudly support the General Insurance Code of Practice (Code). 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 resolving complaints You make about Us, and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

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 or the Code Governance Committee.

Our service commitment

CGU 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 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. Alternatively, contact Us at 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.

Market Value means the saleable value of the animal at the time of loss.

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 Insurance Australia Limited ABN 11 000 016 722 trading as CGU Insurance.

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, subject to the sum insured limit, or the sum insured shown on the Schedule for the stallion
- 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, johne's 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 reasonable 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 as soon as reasonably possible of:

- any material change in the nature of the risk. When We receive a notification of change, We may decide to either communicate to You an adjustment to the premium or terms of the policy or cancel the policy in accordance with the provisions of the Insurance Contracts Act 1984
- 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 reasonably necessary and relevant for Us to consider and assess any claim
- To help Us to process any claim You should take reasonable steps to keep a record or evidence of ownership, value and detailed description of all insured Animals. This includes contracts of sale, valuations, receipts, credit card and bank statements, instruction manuals or photographs. Failure to take reasonable steps to keep a record or evidence of ownership, value and detailed description of all insured Animals may result in a reduction or denial of Your claim.

What you must do if an insured animal dies

If an insured Animal dies, You must:

- take reasonable steps to not interfere with, or dispose of the carcass of the Animal, until 24 hours after You have notified Us of its death so We can inspect it at a reasonable time and place, if required
- allow Us to inspect the carcass within reasonable time
- 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 as soon as reasonable possible provide Us with written notice. The Insured must as soon as reasonably possible provide Us with 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, as shown in the Schedule.

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 as soon as reasonably possible
- tell the police as soon as reasonably possible if a criminal act might be involved
- give Us any information and help that We may reasonably need in handling a claim and We will explain why the information and help is required
- send Us any relevant correspondence You receive about the event as soon as reasonably possible
- 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 may be required to 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 under this policy for loss, damage or liability, or refuse to indemnify You, if You enter, or have entered (even before this contract of insurance) into an agreement which excludes or limits Our right to recover damages or a contribution from any third party who would be liable to compensate You with respect to that loss, damage or liability.

If You do not do what You are reasonably obliged to do under Your policy and such failure to comply with Your policy contributes to the loss, damage or liability, We may refuse to pay a claim or any part of it. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on the impact or effect Your failure to meet Your responsibilities caused or contributed to the claim and Our decision to maintain this policy.

CONTACT DETAILS

ENQUIRIES 13 24 81

CLAIMS 13 24 80

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