

FEEDLOT CATTLE POLICY

Good people to know.



How the Feedlot Cattle policy works

Date of preparation: 3 March 2009

About the insurer and WFI

The insurer for this Feedlot Cattle policy is Wesfarmers General Insurance Limited (ABN 24 000 036 279) ("WGIL") whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,

Bassendean DC WA 6942

WGIL is an Australian Financial Services Licensee (AFSL No. 241461) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

WFI is a trading name of WGIL.

WFI can be contacted on 1300 934 934 or via email at info@wfi.com.au

This is a Feedlot Cattle policy. It provides details of the insurance You can take out with Us in relation to the death of Cattle assigned to a feedlot.

Understanding the significant features and benefits

To properly understand the significant features and benefits of the policy, You need to:

- read the
 - Important information (page 3)
 - General conditions (page 7)
 - General definitions (page 8)which apply to the policy
- read the policy wording - it tells You what the policy covers, what the policy does not cover, any additional benefits We provide, special conditions We apply and what We pay for a claim. There is an index on the front of the policy for easy reference.

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Important information

applying to this policy

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Our words

To make sure that You can readily understand Your rights and obligations We have written this document in plain English. For easy reference, We have capitalised the first letter of each word which We define in Our 'General definitions' which apply to words used in this document. This does not apply to headings. All of the other words in this document have the meanings set out in the Macquarie Dictionary (current edition), so that You can easily find out what they mean.

Applying for insurance cover

To apply for insurance cover, You must complete Our Proposal. When You do so, You must comply with Your duty of disclosure which We tell You about on this page. It is also important You understand how We manage Your personal information which We tell You about in Our Privacy information on page 5.

When We receive Your completed Proposal, We will consider the information You provide and inform You whether We are able to offer You insurance cover and the total premium You need to pay for Your policy if We do (see 'The cost of Your insurance' on this page).

Details regarding the cover and the Period of Insurance during which the policy will operate are recorded in the certificate of insurance We issue to You. You need to read it carefully to ensure You are happy with the cover provided and check that the details are correct. We suggest You keep the certificate of insurance and all policy documents in a safe place.

The agreement between You and Us

We only provide You with insurance under a policy for which We issue You with a certificate of insurance and only for the Period of Insurance shown on the certificate of insurance. The insurance is also subject to Our General conditions together with provisions shown on the certificate of insurance issued to You.

If a provision shown on the certificate of insurance is inconsistent with a provision contained in this policy then, to the extent of the inconsistency, the provision shown on the certificate of insurance prevails.

The cost of Your insurance

We determine the base premium by considering a number of criteria.

When You apply for insurance We ask You to provide information about Your personal risk situation relevant to the policy such as:

- the type and number of Cattle and the accreditation and location of the feedlot;
- the type(s) and amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional); and
- Your relevant claims and insurance experience.

Factors that increase the risk to Us generally increase the premium (e.g. higher sums insured or a high claims experience) and those that lower the risk generally reduce the premium payable (e.g. lower sums insured, higher excesses or low claims experience).

If You have any queries about this You can ask Us when You apply for insurance.

Your premium also includes amounts that take into account Our obligation (actual or some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to Your policy.

We tell You when You apply for insurance cover how and when the premium (i.e. total amount payable) needs to be paid. It is a term of Your policy that You pay the premium to Us by the time required by Us.

Excess (Your contribution)

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 certificate of insurance.

Sometimes We introduce or increase an excess on renewal of a policy. We generally do this because of rising claim numbers and costs and to minimise any increase in premium that would otherwise be required to cover those rising claim numbers and costs.

We show the new excess on the certificate of insurance that We issue to You confirming cover.

Your duty of disclosure

What You must tell Us before We issue a policy to You for the first time

Before considering whether to issue a policy to You, We need Your answers to the questions set out in Our Proposal. When answering the questions in Our Proposal, You must be honest and You have a duty under law to tell Us everything known to You and which a reasonable person in the circumstances would include in answer to the questions.

We will use the answers in deciding whether to insure You and anyone else to be insured under the policy and if so, on what terms.

What You must tell Us before We renew, vary, extend, replace or reinstate Your policy

In these situations, We do not typically ask You to complete a Proposal.

When You ask Us to renew, vary, extend, replace or reinstate Your policy, You must tell Us before We do so about every matter known to You, which You know or a reasonable person in the circumstances could be expected to know, is relevant to Our decision whether to insure You and if so, on what terms. At the very least, if something has changed since the policy was first issued and You would now answer any of the questions set out in the original Proposal differently, then You must tell Us about the change.

What You do not need to tell Us

When applying for a policy for the first time or for Your policy to be renewed, varied, extended, replaced or reinstated, You do not need to tell Us about any matter that:

- diminishes Our risk
- is of common knowledge
- We know, or in the ordinary course of Our business as an insurer, ought to know
- We tell You in writing We do not need to know.

Who needs to tell Us

Everyone who is shown on the certificate of insurance as an insured must comply with the duty of disclosure. If You provide information on behalf of another insured, it is as if they provided that information to Us.

What happens if an insured does not comply with the duty of disclosure

If an insured does not comply with the duty, We may reduce or refuse to pay a claim, or cancel the policy. If fraud is involved, We may treat the policy as if it never came into existence and accordingly pay nothing for any claim You may otherwise have had on the policy.

If You are not sure whether or not to tell Us something, it is best to tell Us.

Utmost good faith

The law requires each of us to act towards the other with utmost good faith (fairly, openly and honestly) in the performance of the policy and in the making and handling of claims under the policy.

Dishonest claims

If You make a dishonest claim, We can refuse to pay it. We may also cancel the policy.

Jurisdiction

This policy is governed by and will be construed in accordance with the laws of Australia and the parties agree to submit to the jurisdiction of the courts of Australia.

Changing the terms of a policy

You may ask Us to change a term of Your policy. If We agree, We confirm the change in writing.

When You can cancel

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, We refund the premium less an amount which covers the period for which You were insured, reasonable administrative costs relating to the issue and cancellation of the policy and any government taxes or duties We cannot recover.

However, if You have made a claim or are entitled to make one under the policy:

- there is no return of premium for any unused portion; and
- We may deduct from any claim payment premium already refunded to You.

We do not refund premium if the certificate of insurance specifically says there is no refund of premium.

When We can cancel

We may cancel a policy as allowed by the Commonwealth Insurance Contracts Act 1984. We give You a notice in writing.

If We cancel, We refund the premium less an amount to cover the period for which You were insured.

Code of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia. The Code is a self regulatory code for general insurers in Australia. We embrace the objectives of the Code to raise standards of practice and service in the general insurance industry.

Our Complaints Handling Procedures

To access Our Complaints Handling Procedures, simply contact Your local WFI Area Manager, Client Service Team or the Claims Officer handling Your claim. If You have a complaint, We will do everything possible to resolve the matter on Your initial contact with Us. If a complaint is not resolved, We will treat it as a dispute and will enter it into Our 'Internal Dispute Resolution' process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of Wesfarmers General Insurance Limited with the appropriate experience, knowledge and authority to deal with it.

Details of Our 'Complaints Handling Procedures' are set out in Our brochure 'Handling Complaints and Dispute Resolution Our Commitment to You' and in Our 'Privacy' brochure. The brochures tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these brochures or access them online at www.wfi.com.au

If We are unable to resolve Your complaint through Our 'Complaints Handling Procedures', You may be able to have Your complaint dealt with by the Financial Ombudsman Service Limited, which is a free, independent and impartial external dispute resolution service.

Its contact details are as follows:

Financial Ombudsman Service
Telephone: 1300 78 08 08
Post: GPO Box 3, Melbourne,
Victoria 3001
Website: www.fos.org.au
Email: info@fos.org.au

If Your complaint is to do with a privacy issue, You may refer it to the Federal Privacy Commissioner.

Privacy

We are committed to meeting Our privacy obligations to You under the Commonwealth Privacy Act 1988. We collect Your personal and other information to carry out Our various business functions or activities, including deciding whether to provide You with insurance cover and when We do, managing Our rights and obligations under that cover. We also collect Your information so that We and Our related companies and business alliance partners can offer You services and products that We believe may be of interest to You. However, You can opt out of receiving such communications.

We only disclose information to someone outside Wesfarmers General Insurance Limited where:

- necessary for the above purposes (e.g. to a risk or claims assessor or investigator, lawyer, reinsurer, agent, sales associate, market research organisation or business alliance partner)
- a lawful exception applies (e.g. to lessen or prevent a serious and imminent threat to a person's life, health or safety)
- You consent to Us doing so.

If You do not provide this information, We may not be able to provide You with the services You require.

Where You give Us personal information about another person, You must be authorised to provide that information and agree to inform them of the information contained within this privacy notice.

You can seek access to Your personal information and require Us to correct it if it is inaccurate, incomplete or out of date. For further information, read Our brochure 'Privacy', or visit Our website at www.wfi.com.au

General advice warning

Any advice We or Our representatives provide is general advice only and does not take into account Your personal objectives, financial circumstances or needs. Before You decide to acquire this policy, You should carefully read this document and consider the appropriateness of the policy having regard to Your objectives, financial situation and needs.

Contacting Us

We are happy to help You with any enquiries You have about this policy or the extent of Your insurance cover or to confirm any policy transaction. Please feel free to contact Us at any time.

General conditions

applying to this policy

What You must do when You have a policy

You must:

- take reasonable care to keep Cattle healthy including, but not limited to their being vaccinated in accordance with industry practice
- comply with legislation and the requirements of Your industry self regulation and code of practice
- comply promptly with the requirements of a government or statutory authority
- immediately upon arrival of cattle at the Farm Premises, allocate a lot number to each head of cattle and maintain up to date accurate records of each head of cattle and the feedlot to which it is assigned
- permit Us at any time during the Period of Insurance, and on reasonable notice, to inspect the Cattle, the Farm Premises at which they are kept and records pertaining to Cattle and the feedlot(s) to which they are assigned
- tell Us immediately if:
 - there is, or You know there will be, any material change in the nature of the risk. We may cancel or change the terms and conditions on which We are prepared to offer or continue cover if this occurs
 - You no longer have an interest in the Cattle
 - You take out any other insurance which insures the Cattle.

What You must do if Cattle die

If Cattle die, You must:

- immediately notify Us of the 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
- in the case of illness or disease, take reasonable precautions to prevent the illness or disease spreading to other Cattle.

Claims

What You must do

If You make 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 We may need in handling a claim
- send Us any correspondence You receive about the event without delay.

If You are making a claim please contact Your local WFI Area Manager or Client Service Team.

What You must not do

You must not without Our prior consent interfere or dispose of the carcasses of Cattle that have died until We have had an opportunity to inspect them.

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 Cattle. We take this action at Our own expense. You must not do anything which 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.

General definitions

applying to words used in this document

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Cattle means cattle assigned a lot number which has a “feedlot duration” of the number of days shown on the certificate of insurance.

Farm Premises means the location of the farm shown on the certificate of insurance.

Market Value for the Cattle that are subject to a forward sale contract, means the average amount per head of Cattle derived from the value of the forward sale contract for those Cattle.

Market Value for the Cattle that are not subject to a forward sale contract, means the average amount per head of Cattle derived from the sale of Cattle that:

- were sold at the normal point of sale over the 28 days immediately prior to the death of the Cattle; and
- had completed the equivalent feedlot duration programme as that programmed for the dead Cattle.

Occurrence means an event, including continuous or repeated exposure during a consecutive 48 hour period to substantially the same general conditions which You did not expect or intend and that a person in Your position with Your experience and knowledge would not have reasonably expected.

Any loss attributable to one source or original cause is treated as one Occurrence. In the case of losses arising out of the same disease or strain of virus, one Occurrence means one outbreak or series of outbreaks attributable to the same disease or strain of virus

An outbreak is deemed to have finished 30 days after the first case at the Farm Premises or when the relevant authority lifts the last restriction order, whichever is first.

Period of Insurance means the ‘Period of Insurance’ shown on the certificate of insurance.

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

Proposal means the documents in which We ask You questions relating to Your application to Us for insurance cover under this policy.

We, Us, and Our means Wesfarmers General Insurance Limited.

You, Your and Yourself means the Person or entity shown on the certificate of insurance as the insured. If 2 or more Persons or entities are shown, You means each of them jointly and separately, subject to Our total liability not exceeding the sums insured or limits of liability described in this policy. Each of the insured is responsible for the completeness and accuracy of information in any Proposal forms, documents, statements or claims supplied by any one of them. Each one is also obliged to comply with the terms of a policy.

Feedlot Cattle policy

The General conditions on page 7 apply to this policy.

The General definitions on page 8 apply to words used in this policy.

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The insurance for death of Cattle

This policy insures You against death (including slaughter for humane reasons) of Cattle directly caused by an Occurrence if the Occurrence and the death happens:

- at the Farm Premises; and
- during that part of the feedlot duration programme for the particular Cattle that died and which part is within the Period of Insurance.

If an Occurrence happens during that part of any period of the feedlot duration for a particular Cattle which is within the Period of Insurance, then insurance against death of that particular Cattle is extended for up to 30 consecutive days immediately following:

- the last day of the period of the feedlot duration programme for the particular Cattle; or
- the last day of the Period of Insurance or in the case of cancellation of the policy, the date of cancellation,

whichever is first.

If Cattle die after the last date of the period of their particular feedlot duration programme, last day of the Period of Insurance or in the case of cancellation of the policy the date of cancellation, You will need to provide evidence to satisfy Us that the death was the result of an Occurrence that happened during that part of the period of the feedlot duration programme within the Period of Insurance.

What is not insured

This policy does not insure You against:

- 1 death of Cattle directly or indirectly caused by or arising out of:**
 - an Occurrence which began or happened prior to the date on which:
 - You first took out this policy with Us; or
 - the Cattle first came to be kept at the Farm Premises
- 2. death of Cattle directly or indirectly caused by or arising out of the Cattle being:**
 - neglected, mistreated or abused
 - carelessly or unskilfully treated

- deliberately poisoned
 - introduced to contagiously diseased or infected cattle at the Farm Premises if, at the time of introduction, You or Your employee or Your agent knew or ought to have known that the cattle were contagiously diseased or infected
 - operated on, except as described under the Additional benefit 'Fees and costs for Cattle' on page 11
 - war or other acts of foreign enemy (whether war is declared or not), revolution or other civil disturbances or commotion
 - radioactivity or the use, existence or escape of nuclear fuel, material or waste, or the action of nuclear fission
 - an Act of Terrorism or any action taken to control, suppress or attempt to control, prevent or suppress any Act of Terrorism
- 3 death of Cattle 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 Cattle as a matter of urgency
 - they were slaughtered or destroyed in compliance with the provisions of any Act or order of a government or statutory authority
- 4 the death of Cattle deliberately or wilfully caused by:**
- You or Your:
 - spouse or de facto
 - unmarried children
 - parents or the parents of Your spouse or de facto who live with You permanently
 - student children boarding at school, college or university
 - anyone with whom You live
 - anyone living at or invited onto the Farm Premises
 - anyone with Your consent
 - anyone entitled to benefit under this policy.

What We pay

For the death of Cattle that have:

- completed their feedlot duration programme, We pay You the Market Value of those Cattle had they not died
- not completed their feedlot duration programme, We calculate the amount We pay You from the adjacent table by comparing their completed duration in the feedlot up to the date of death to their intended feedlot duration programme and apply the resulting percentage to the Market Value of the Cattle had they not died.

We pay up to the amount shown on the certificate of insurance for "limit per head" as it applies to the particular Cattle at the date of death for each head of Cattle.

Limits on what We pay

Occurrence limit

We pay up to the sum insured shown on the certificate of insurance for the specified interest insured for all claims arising out of all Occurrences that happen during the Period of Insurance.

Payments from other sources

If Cattle are slaughtered or destroyed in compliance with the provisions of any Act or order of a government or authority and You have been paid or are entitled to be paid compensation under that Act or order, the amount We pay is reduced by the amount of that compensation.

If You receive that compensation after We have paid You, You must refund what We have paid You to the extent of the other compensation You received.

COMPLETED (DAYS) DURATION OF CATTLE IN FEEDLOT AT DEATH	INTENDED DURATION PROGRAMME (DAYS)						
	70	100	150	200	300	400	450
	PERCENTAGE (%) OF MARKET VALUE UP TO THE "LIMIT PER HEAD" SHOWN ON THE CERTIFICATE OF INSURANCE						
1-10	71	70	60	60	50	40	40
11-20	75	73	63	63	53	42	41
21-30	79	76	66	65	56	44	43
31-40	83	80	69	68	59	46	44
41-50	88	83	71	70	62	48	45
51-60	92	86	74	73	65	48	47
61-70	100	90	77	76	68	51	48
71-80		93	80	79	68	53	49
81-90		93	83	82	71	54	50
91-100		100	86	85	74	57	52
101-110			89	87	74	60	53
111-120			92	89	77	63	54
121-130			92	92	77	67	56
131-160			100	95	80	71	60
161-190				97	83	74	63
191-220				100	88	76	67
221-250					91	80	71
251-280					95	83	75
281-310					100	88	79
311-340						91	83
341-370						95	87
371-400						100	91
401-430							95
431-450							100

Additional benefit

Fees and costs for Cattle

We pay the fees and costs You reasonably incur:

- with the intention to restore Cattle to health, provided that it is economically viable to do so
- to destroy Cattle for humane reasons
- to remove and dispose of the carcasses of Cattle,

during the Period of Insurance.

We only pay this benefit if You incur the fees or costs with Our prior consent.

We pay up to 10% of the sum insured shown on the certificate of insurance for the particular Cattle that died or \$5,000, whichever is greater (provided the sum insured has not been exhausted).

We pay up to what We would have paid if the Cattle had died.

Special condition

Reduction of sum insured

If We pay a claim for death of Cattle assigned to an insured lot then:

- automatically from the date of death of those Cattle:
 - the number of Cattle insured in the lot is reduced by the number of Cattle that died; and
 - the sum insured for the lot is reduced by the result of multiplying the "limit per head" shown on the certificate of insurance by the number of Cattle that died
- You are not entitled to a refund of premium on the lot.

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Contact Us

NSW (02) 6363 7195

QLD (07) 3721 5100

SA (08) 8373 9200

TAS (03) 6331 5022

VIC (03) 9342 1200

WA (08) 9273 5333

Or call **1300 934 934**
for your local office

www.wfi.com.au

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Bassendean WA 6054



WFI is a trading name of Wesfarmers
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AFSL 241461