

LIVESTOCK AND FARM PROPERTY TRANSIT POLICY

Good people to know.



How the Livestock and farm property transit policy works

Date of preparation: 3 March 2009

About the insurer and WFI

The insurer for this Livestock and farm property transit 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 Livestock and farm property transit policy. It sets out the insurance You can take out with Us against the accidental death of Livestock and physical loss of or physical damage to Farm Property whilst in Transit in Australia.

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 6.

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 of cover You require e.g. whether You want to insure Your Livestock or Farm Property or both;
- the amount(s) of cover You require, excess levels and the period for which You want the cover (where this is optional);
- the number of Transits during the Period of insurance and the destinations of the Transits; 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 to pay any relevant compulsory government charges or taxes (e.g. Stamp Duty and GST) in relation to Your policy. We show the amounts on the certificate of insurance.

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.

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.

GST on claims

The sums insured, limits of indemnity and other limits in Your policy are inclusive of any GST that may be payable. This means You must take GST into account when determining the appropriate amounts You want to insure for.

If We settle Your claim by making a payment to You, We will reduce the amount of Our payment by the amount of any input tax credit to which You would be entitled if You made an acquisition to replace the Livestock or Farm Property which is the subject of the claim. However, the actual amount We pay You will not exceed the amount of the relevant sum insured, limit of indemnity or other limit in Your policy for the Livestock or Farm Property.

If You register or are registered for GST You are required to tell Us Your entitlement to an input tax credit on Your premium.

If You do not disclose or if You understate Your entitlement, You may be liable for GST on settlement of the claim. This policy does not insure You for this GST liability or for any fine, penalty or charge for which You may be liable.

Dishonest claims

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

Keep up to date records of insured property

To help Us to process any claim You may have, make sure You keep a record or evidence of ownership, value and detailed description of all Livestock and Farm Property.

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.

Your cooling-off right

If You wish to reconsider Your decision to insure with Us, please contact Us to discuss Your concern. If You decide not to proceed, You can exercise a cooling-off right by notifying Us in writing within 14 days of receiving the certificate of insurance that You want to do this. If You do this and You have not made a claim and nothing has happened which would entitle You to make a claim, We will fully refund the premium You paid to Us.

When You can cancel

You can cancel a policy at any time by writing to Us requesting cancellation. If You cancel, other than under 'Your cooling-off right', We refund the premium less an amount which covers Our risk for the value, number of transits and geographical destinations undertaken during 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:
 - ensure that all Livestock being or about to be transported are in sound physical condition and fit for Transit and have sufficient and proper food, water and care consistent with full maintenance of Livestock being prepared for and during Transit
 - safeguard Livestock and Farm Property insured
 - keep Livestock healthy during Transit
- comply with and make sure anyone acting for You or on Your behalf, comply with legislation and the requirements of any government or statutory authority
- permit Us at any time during the Period of Insurance, and on reasonable notice, to inspect the Livestock and the place at which they are kept
- 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 on which We are prepared to offer or continue cover if this occurs
 - You take out any other insurance which insures the Livestock or Farm Property during Transit.

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:

- immediately take all reasonable measures to avoid or minimise any loss
- tell Us all of the details known to You as soon as possible
- tell the police immediately if a criminal act might be involved
- give Us any information and assistance We may need in handling the claim
- send Us any correspondence You receive about the event without delay.

What You must not do

You must not:

- dispose of dead Livestock or repair or dispose of damaged Farm Property until We have had an opportunity to inspect them
- admit liability for the event, loss or damage
- negotiate, pay or settle a claim by or against anyone else for the loss or damage.

If You are making a claim, You can contact Your local WFI Area Manager or Client Service Team for assistance.

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 Livestock or the damage to Farm Property. 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 We use 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.

Farm Property means property, other than natural resources, which You own, borrow or for which You are legally liable.

Farm Property does not include:

- a building or structure
- a living creature
- money, stamps, credit or cash cards or negotiable instruments
- jewellery, furs, bullion, precious metals or stones
- a picture, painting, work of art or curio
- a computer record, a document, a manuscript or a business book
- a vehicle (other than a farm vehicle), train or rolling stock, an aircraft, a boat, a jet ski, or a spare part or accessory in or on it.

Flood means the escape or release of water from the normal confines of any pond, lake, reservoir, canal, dam or uncovered watercourse.

Geographical Areas means the 'Geographical Areas' shown on the certificate of insurance.

Livestock means cattle, sheep, horses and similar farm animals that You own, but not an animal kept as a pet or as a working horse or dog.

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.

Retail Cost means what it would cost to buy an item of a similar make, model and condition.

Transit means being transported in or on a vehicle from one place to another by the 'Details of conveyance' shown on the certificate of insurance and includes loading and unloading of the vehicle.

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 this policy.

Your Family means Your:

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

Livestock and farm property transit 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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What You are insured against

This policy insures You against:

- accidental death of Livestock (including slaughter for humane reasons) if 'Livestock' is shown on the certificate of insurance
- physical loss of or physical damage to Farm Property if 'Farm Property' is shown on the certificate of insurance,

which occurs in Transit within the Geographical Areas during the Period of Insurance.

If 'Transit B' is shown on the certificate of insurance, there are limits on the insurance cover. We refer You to the Special condition 'Transit B' on page 11 which tells You about the limit on the cover You have selected.

What is not insured

This policy does not insure You against Livestock missing or unaccounted for.

This policy does not insure You against:

1 death of Livestock directly or indirectly caused by or arising out of:

- the effects of helicopter or other mustering techniques whereby Livestock are stressed prior to Transit, unless the Livestock are rested for at least 48 hours before loading and the methods for loading and transport give due regard to the physical condition of the Livestock
- transporting more than the number of Livestock in or on the vehicle than is reasonable in all the circumstances having regard to the general well being of the Livestock during the Transit
- Livestock being held for 6 hours or more in or on a transport vehicle:
 - prior to commencement of the Transit
 - during any halt or interruption to the Transit unless the halt or interruption is for not more than 72 consecutive hours and it is for the purpose of:
 - * temporary resting or spelling of the Livestock as an integral part of the ongoing Transit, but only if the resting or spelling of the Livestock is consistent with the

safe transportation, custody, maintenance and protection of the Livestock; or

- * the driver resting as legally required

- Livestock being in a pregnant condition
- a disease
- inoculation or its after effects
- slaughter by an authority because of infectious disease affecting Livestock (or which the authority considers may affect Livestock).

2 loss of or damage to Farm Property directly or indirectly caused by or arising out of:

- loss of value
- delay
- inherent nature of the property
- ordinary loss in weight or volume
- insufficiency or unsuitability of packing or preparation of the Farm Property for Transit.

Packing includes stowage in a container or liftvan but only when such stowage is carried out:

- before the commencement of the Period of Insurance
- by You or Your employees.

3 death of Livestock or loss of or damage to Farm Property directly or indirectly caused by or arising out of:

- Livestock or Farm Property not being properly secured in or on the vehicle during Transit
- confiscation by customs or another government authority
- war or other acts of foreign enemy (whether war is declared or not), revolution or other civil disturbances or commotion
- ionising radiation from or contamination radioactivity from:
 - nuclear fuel
 - nuclear waste
 - the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of a nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- a weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- a chemical, biological, biochemical or electromagnetic weapon
 - the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system
 - an Act of Terrorism or an action taken to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism.
- 4 deliberately or wilfully caused death of Livestock or loss of or damage to Farm Property by:**
- the driver of the vehicle in or on which Livestock or Farm Property is being transported, or anyone accompanying the driver
 - You or Your Family
 - anyone with whom You live
 - anyone living at or invited onto the location shown on the certificate of insurance
 - anyone with Your consent
 - anyone entitled to benefit under this policy.

5 death of Livestock or loss of or damage to Farm Property when the vehicle transporting Livestock or Farm Property is:

- not registered when the law requires it to be registered
- carrying, towing or lifting a heavier load or carrying more animals than it is designed for or is permitted by law
- unsafe or unroadworthy
- being driven or operated by a person who does not have a driver's or operator's licence when they are required by law to have one
- being driven by or is being operated by or in the charge of a person who:
 - is under the influence of alcohol or a drug
 - has more than the legal limit of alcohol or a drug in their blood
 - refuses to undergo a legal test for alcohol or drugs.

If You were not the driver or the person operating or in charge of the vehicle We will not apply the exclusion in this bullet point if You can satisfy Us that You did not know and could not reasonably have been aware that the driver or person operating or in charge was affected by alcohol or a drug.

What We pay

Livestock

If Livestock dies (including slaughter for humane reasons), We pay the market value of the Livestock immediately prior to its death.

If an animal is specified on the certificate of insurance, We pay up to the sum insured shown for that animal.

We pay up to the limit/sum insured shown on the certificate of insurance for 'Livestock' for all claims arising out of the one event.

Farm Property

If Farm Property (but not farm produce) is damaged, We replace, reinstate or repair the part of the Farm Property that is damaged as far as possible to the condition it was in immediately before it was damaged, using materials that are readily available in Australia. Or, at Our option, We pay You the reasonable cost to do so.

If Farm Property (but not farm produce) is lost, destroyed or stolen, We pay the Retail Cost at the time of the event.

If farm produce is damaged, lost, destroyed or stolen, We pay what would have been received from the sale of the produce at the time of the event which caused the damage, destruction or loss, less any residual market value of the produce immediately following damage.

If an item of Farm Property is specified on the certificate of insurance, We pay up to the sum insured shown for that item.

We pay up to the limit/sum insured shown on the certificate of insurance for 'Farm Property' for all claims arising out of the one event.

Pairs and sets

If an insured item of Farm Property consists of a pair or set, We pay no more than the value of the part or parts accidentally lost, damaged or stolen. We do not give any allowance for any special value the item may have as a pair or set or for any depreciation in the remaining part or parts.

Aggregate limit on what We pay for Livestock and Farm Property

We only pay up to the limit/sum insured shown on the certificate of insurance for all claims for Livestock and Farm Property arising out of any one event.

Additional benefits

Fees and costs

We pay the fees and costs:

- You reasonably incur:
 - to restore Livestock to health
 - to destroy Livestock for humane reasons
 - to remove and dispose of carcasses of Livestock, during the Period of Insurance.

We also pay the fees and costs You reasonably incur to:

- muster Livestock in Transit within the Geographical Areas that have wandered off following an accident to or breakdown of the vehicle in or on which they were being transported during the Period of Insurance
- unload the vehicle transporting Livestock or Farm Property in Transit within the Geographical Areas and to load them onto a replacement vehicle to enable You to continue to transport Livestock or Farm Property to the intended destination or to return them to their original point of despatch following an accident to or breakdown of the vehicle in or on which Livestock or Farm Property were being transported during the Period of Insurance.

We pay up to \$5,000 for fees and costs incurred in relation to any one Transit or the value of the particular load to which the fees or costs apply; whichever is less.

Temporary storage of Farm Property

This policy is extended to insure You against physical loss of or physical damage to Farm Property during the Period of Insurance whilst the Farm Property is in temporary storage within the Geographical Areas, but only if the loss or damage is directly caused by:

1. fire
2. explosion
3. an aircraft or an article dropped from an aircraft
4. earthquake
5. impact by a vehicle or animal
6. wind, rain, hail, snow, escape of liquid or water (but not Flood)

7. burglary (including physical damage by attempted burglary) from a secure building or vehicle but only if the burglar gains entry to the building or vehicle by causing physical damage to the building or vehicle at the point of entry and evidence of the damage can be clearly seen.

You only have this benefit if the temporary storage of Farm Property forms part of a continuous or ongoing Transit and:

- the Farm Property is stored for a period of less than 30 consecutive days; and
- in relation to events 1 - 6 on this page, the Farm Property is stored inside a building which provides full and suitable protection by the provision of adequate walls and roof and are properly secure.

Special conditions

14 day cover

If 'Livestock' is shown on the certificate of insurance and "14 day cover" is shown as a Special condition on the certificate of insurance, this policy is extended to insure You for 14 consecutive days immediately after unloading at the final destination of the particular journey.

Transit B

If "Transit B" is shown as a Special condition on the certificate of insurance, the insurance under this policy is limited to:

- accidental death of Livestock (including slaughter for humane reasons) when 'Livestock' is shown on the certificate of insurance
- physical loss of or physical damage to Farm Property when 'Farm Property' is shown on the certificate of insurance,

which occurs in Transit within the Geographical Areas during the Period of Insurance and which is directly caused by fire, Flood, collision and/or overturning of the conveying vehicle:

This special condition is otherwise subject to the terms of this policy.

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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

Head Office

184 Railway Parade
Bassendean WA 6054



WFI is a trading name of Wesfarmers
General Insurance Limited
ABN 24 000 036 279
AFSL 241461