

# Supplementary Product Disclosure Statement

SPDS Edition 1

## Changes to Your PDS

This Supplementary Product Disclosure Statement (SPDS) is an update to the **WFI Livestock Policy Product Disclosure Statement** (Preparation date: 14 May 2021) version WFILSMPDS 05 05/21 (PDS). This SPDS should be read with Your PDS and any other applicable SPDS. These documents together with Your Certificate of Insurance make up the terms and conditions of Your insurance contract with Us. Your current Certificate of Insurance outlines the cover You have chosen.

This SPDS was prepared on 15 April 2021 and applies to all WFI Livestock policies with a new business effective date on or after 25 July 2021, or with a renewal effective date on or after 25 July 2021.

### Change 1: Amendment to the cost of Your insurance

**Your PDS is amended by adding the following additional paragraph in 'The cost of Your insurance' section within the 'Important information applying to all policies' on page 6 before the heading 'Excess (Your contribution)':**

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.

Insurer  
Insurance Australia Limited  
ABN 11 000 016 722 AFSL 227681  
trading as WFI

# LIVESTOCK POLICY

## Product Disclosure Statement

Date of preparation: 14 May 2021



**Good people to know.**



# How the Livestock policy works

Date of preparation: 14 May 2021

## About the insurer and WFI

The insurer for this Livestock policy is Insurance Australia Limited (ABN 11 000 016 722) trading as WFI (WFI) whose contact details are:

Telephone: 1300 934 934

Post: Locked Bag 1,  
Bassendean DC WA 6942

Email: [info@wfi.com.au](mailto:info@wfi.com.au)

WFI is an Australian Financial Services Licensee (AFSL No. 227681) authorised to issue, vary and cancel general insurance products and provide general financial product advice in relation to general insurance.

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 Livestock policy, You should carefully consider the appropriateness of the Livestock policy having regard to Your objectives, financial situation and needs.

## Understanding the significant features and benefits

This Product Disclosure Statement contains Our Livestock policy. It provides details of the insurance cover You can take out with Us for the death of livestock and if You choose, for loss of use of Your bulls and rams.

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

- read the
  - Important information (page 5)
  - General conditions (page 10)
  - General definitions (page 12)which apply to the policy; and
- 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 at the front of the policy for easy reference.

# Summary of contents

## Important information

Our words	6
Applying for insurance cover	6
The agreement between You and Us	6
The cost of Your insurance	6
Excess (Your contribution)	6
Utmost good faith	6
Jurisdiction	6
Goods and Services Tax (GST)	6
How GST affects claim payments	7
Dishonest claims	7
Keep up to date records of insured animals	7
Changing the terms of the policy	7
Your cooling-off right	7
When You can cancel	7
When We can cancel	7
Code of Practice	7
Our Complaints Handling Procedures	8
Privacy	8
Financial Claims Scheme	9
General advice warning	9
Information about Our Product Disclosure Statement (PDS)	9
Contacting Us	9
<i>Terrorism Insurance Act 2003 (Cth)</i>	9

## General conditions

What You must do when You have a policy	10
Claims	10
What can affect Your entitlements	10
What You must do if an insured animal dies	11

## General definitions

applying to words We use in this document	12
---	----

## Livestock policy

The types of cover We offer	14
Section 1: the insurance for the death of an animal	14
Section 2: the insurance for the loss of use of a bull or ram by Accident only	14
Section 3: the insurance for the loss of use of a bull or ram by Accident or disease	14
What is not insured under any section of this policy	14
What We pay	15
Additional benefits	15
Special condition	16

# Important information

applying to this policy

Our words	6	Your cooling-off right	7
Applying for insurance cover	6	When You can cancel	7
The agreement between You and Us	6	When We can cancel	7
The cost of Your insurance	6	Code of Practice	7
Excess (Your contribution)	6	Our Complaints Handling Procedures	8
Utmost good faith	6	Privacy	8
Jurisdiction	6	Financial Claims Scheme	9
Good and Services Tax (GST)	6	General advice warning	9
How GST affects claim payments	7	Information about Our Product Disclosure Statement (PDS)	9
Dishonest claims	7	Contacting Us	9
Keep up to date records of insured animals	7	<i>Terrorism Insurance Act 2003 (Cth)</i>	9
Changing the terms of the policy	7		

## 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

You must apply to Us for insurance cover and meet Our relevant eligibility criteria before cover will be provided. It is also important You understand how We manage Your personal information which We tell You about in Our Privacy information on page 6.

Where We have agreed to issue You with insurance, Your agreement with Us is made up of:

- this Livestock policy Product Disclosure Statement and wording; and
- the Important information, General conditions and General definitions in this document; and
- the record of Your application for insurance; and
- the Certificate of Insurance We issue to You which confirms issue of any of the Livestock policy and which sets out the details of Your cover including but not limited to the Period of Insurance, Person insured, amounts of cover, limits of indemnity, any applicable excesses and any special terms or conditions that apply to the Livestock policy; and
- the Livestock policy which the Certificate of Insurance states You have been issued with.

You need to read these documents carefully to ensure You are happy with the cover provided and check that the details in the record of Your application for cover and the Certificate of Insurance are correct. You should keep the Certificate of Insurance and all documents relating to the Livestock policy 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 animal(s) being insured;
- 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 in some cases estimated) to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty, GST and Fire Services Levy) in relation to Your policy. We show the amounts on Your Certificate of Insurance.

Where We are required to pay an estimated amount (e.g. for a Fire Services Levy) based on criteria set by the government, We allocate to the policy Our estimate of the amount We will be required to pay. We may over or under recover in any particular year,

but We will not adjust Your premium because of this. You can obtain further information on Our website [www.wfi.com.au](http://www.wfi.com.au).

We tell You when You apply for insurance 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 amount which You will be required to contribute to any claim on a policy. The amount We must pay under the policy is reduced by the amount of the excess. You will only be required 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.

## 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.

## Goods and Services Tax (GST)

The amount of premium payable by You for the Livestock policy includes an amount on account of the GST on the premium.

All amounts insured by the Livestock policy are in accordance with the advice You have given to Us regarding your GST status and the GST status of items to be insured.

We will not be liable to pay any GST, or any fine, penalty or charge that You are liable for arising out of Your

misrepresentation of, or failure to disclose, Your proper input tax credit entitlement on the premium relating to the Livestock policy.

In respect of Your Livestock policy with Us where You are registered for GST purposes, You should calculate Your proposed sums insured with reference to the GST status of each item of property to be insured.

Depending on the GST status of each item of property to be insured, the sums insured may or may not include a GST component. An amount for GST should only be included in the sum insured if the item of property to be insured is not used 100% for business use. All items of property used 100% for business use should be insured on a GST exclusive basis.

This outline of the effect of the GST on Your Livestock policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

## How GST affects claim payments

If We settle Your claim by making a payment to You, Your GST status and the GST status of the property which is the subject of the claim, will determine the amount We pay.

When You are:

- not registered for GST, the amount We pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- registered for GST and the property which is the subject of the claim is used 100% for business use, We will pay the sum insured/limit of indemnity or the other limits of insurance less any relevant GST component, including, but not limited to, any input tax credit to which You are entitled for any acquisition which is relevant to Your claim, or which You would have been entitled were You to have made a relevant acquisition;
- registered for GST and the property which is the subject of the claim is used 100% for personal use, the amount We pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST;
- registered for GST and the property

which is the subject of the claim is used for business and personal use, We will pay the sum insured/limit of indemnity inclusive and exclusive of any relevant GST component with reference to the percentage of personal use and the percentage of business use of the item that is the subject of the claim.

You must advise Us of Your correct entitlement to an input tax credit on your premium and the correct entitlement to an input tax credit on each item of property to be insured. Should the item of property which is the subject of the claim be used for both personal and business use, any amounts We pay will be in accordance with the percentage of personal and business use.

Any GST liability arising from Your incorrect advice is payable by You.

## 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 animals

To help Us to process any claim You may have, 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, 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.

## Changing the terms of the policy

You may ask Us to change a term of the 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 21 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.

You still have cancellation rights after this cooling-off period ends and these rights are set out below in 'When You can cancel'.

## When You can cancel

You can cancel Your 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 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 Your 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 *Insurance Contracts Act 1984* (Cth). 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 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 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 WFI 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 Policy'. These tell You how to access Our 'Complaints Handling Procedures'. You can contact Us for these or access them online at [www.wfi.com.au](http://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 Australian Financial Complaints Authority, which is a free, independent and impartial external dispute resolution service. Its contact details are as follows:

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne  
VIC 3001.

If Your complaint is to do with a

privacy issue, You may refer it to the Privacy Commissioner through the Office of the Australian Information Commissioner or any body which replaces them.

## **Privacy**

We are committed to meeting Our privacy obligations to You under the *Privacy Act 1988* (Cth) ("the Act"). The Act provides for information to be collected, used, disclosed and held in accordance with the Australian Privacy Principles ("APPs").

You agree that We may collect, use, disclose and hold Your personal information as set out below.

### **Collection**

We collect information which is reasonably necessary to provide Our services for underwriting and administering Your insurance, claims handling, market and customer satisfaction research and to develop and identify products and services that may interest You. Collection will only take place by lawful and fair means.

We collect information regarding You, other people, any risk to be insured, previous claims or losses, details of previous insurances and insurers, credit status and any matters relevant to the insurance to be provided.

We collect personal information directly or indirectly by telephone, email, facsimile, online, post, external agencies and in Person from You or another Person or Persons.

If We collect information pursuant to a law, regulation, or court order then We will advise You of the law or the court order applicable.

If You fail to provide Us with personal information then this insurance may not meet Your needs.

At the time of collection or as soon as practicable thereafter We will notify You of or make sure You are aware of how to access information about Our identity, contact details, the purposes for which We collect the information, the consequences of not providing the information, how You can access and correct the information, that We will disclose the information overseas and the countries We will so disclose to. Use and disclosure We may disclose Your personal information to WFI related companies, Our agents, overseas service providers, other insurers, mailing houses and document service providers, financial institutions, insurance and claim

reference agencies, credit agencies, loss assessor and adjusters, financial or investigative service providers, internal dispute resolution officers and dispute resolution providers such as the Australian Financial Complaints Authority. We use and disclose Your personal information for the purposes of providing insurance, administration of the policies, claims handling and dispute resolution.

We may also use or disclose Your personal information for a secondary purpose and You agree that We may so use it.

### **Indirect collection**

When You provide information about other individuals You must make them aware of the disclosure and the use to which their personal information will be put.

We will only collect personal information about an individual from that individual, unless it is unreasonable or impractical to do so.

### **Overseas recipients**

If Your personal information is collected by or supplied to a foreign organisation We will ensure it will be held, used or disclosed only in accordance with the Act.

### **Marketing**

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. You agree that We may so use Your personal information. However, You can opt out of receiving such communications by contacting Us.

### **Access and correction**

You can seek access to Your personal information by contacting Us. You can require Us to correct the personal information if it is inaccurate, incomplete or out of date. We will respond to any such request within a reasonable time. We will provide You with access within a reasonable time in the manner requested, unless We are entitled to refuse to provide access. If We decline to provide You with access We will provide You with the reasons for Our refusal and how You may access Our internal dispute resolution ("IDR") process.

If We correct information We will inform You. If We refuse to amend information We will provide You with Our reasons for the refusal and details of how to access Our IDR process.

## Data quality and security

We will take such steps as are reasonable in the circumstances to ensure the personal information We collect is accurate, up to date, complete and protected from unauthorised access, misuse, modification, interference or loss.

## Privacy policy

For further information, read Our 'Privacy Policy', or visit Our website at [www.wfi.com.au](http://www.wfi.com.au). Our privacy policy is available free of charge from Our website or You can contact Us for a free copy. We will take such steps as are reasonable to provide a copy of Our privacy policy in a form that You request.

## Complaints

If You have a complaint regarding Our management of Your privacy You may access Our internal dispute resolution ("IDR") process by contacting Us. Your complaint be reviewed by Our Privacy Officer who has up to fifteen business days to resolve Your complaint. If the Privacy Officer cannot resolve Your complaint then it will be escalated to a designated IDR Officer who will make a final IDR decision within fifteen business days of the escalation.

We will also inform You of Your right to take this matter to the Office of the Australian Information Commissioner (OAIC) or any body which replaces the OAIC, together with contact details and the time limit for applying to the OAIC or any replacement body. In addition if You have not received a response of any kind to Your complaint within 30 days, then You have the right to take the matter to the OAIC. The OAIC is the statutory body given the responsibility of complaint handling under the Act. The OAIC is independent and will be impartial when dealing with Your complaint. The OAIC will investigate Your complaint, and where necessary, make a determination about Your complaint, provided Your complaint is covered by the Act. You have 12 months from the date You became aware of Your privacy issue to lodge Your complaint with the OAIC. The contact details of the OAIC are:

Office of the Australian Information Commissioner

Post: GPO Box 5218, Sydney  
NSW 2001

Phone: 1300 363 992

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

You also have a right in limited circumstances to have Your privacy complaint determined by the Australian Financial Complaints Authority (AFCA). The AFCA can determine a complaint about privacy where the complaint forms part of a wider dispute between You and Us or when the privacy complaint relates to or arises from the collection of a debt. The AFCA is an independent dispute resolution body approved by the Australian Securities and Investments Commission. We are bound by AFCA's determinations, provided the dispute falls within the AFCA's Terms of Reference. You have two years from the date of our letter of decision to make an application to the AFCA for a determination. You can access the AFCA dispute resolution service by contacting them at:

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne  
VIC 3001.

## Financial Claims Scheme

This Livestock policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme ("FCS") which only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from <http://www.fcs.gov.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.

## Information about Our Product Disclosure Statement (PDS)

Only the parts of this document relevant to insurance cover provided to You as a 'retail client' as defined under the *Corporations Act 2001* (Cth) and any other documents We tell You are included, make up Our PDS. Information in Our PDS may need to be updated from time to time.

You can obtain a paper copy of any updated information without charge by contacting Us. If the update is to correct a misleading or deceptive statement or omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the cover, We will provide You with a new PDS or a supplementary PDS.

Other documents may form part of Our PDS. Any such documents will include a statement identifying them as part of this PDS.

## 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.

## Terrorism Insurance Act 2003 (Cth)

These policies exclude cover for losses as a result of an Act of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this policy by virtue of the *Terrorism Insurance Act 2003* (Cth). The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the *Terrorism Insurance Act 2003* (Cth) can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au).

# General conditions

## applying to 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 bulls or rams from becoming Impotent (if You have taken out insurance cover for loss of use of bulls or rams)
- ensure that You take reasonable steps to comply with the requirements of all relevant 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 if:
  - there is, or You know there will be, 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 Your policy in accordance with the provisions of the Insurance Contracts Act 1984. If You do not provide such notification before the happening of an event giving rise to a claim under this policy then, subject

to the Insurance Contracts Act, 1984, We may refuse to pay a claim, either in whole or in part. The course of action We take when You fail to provide such notification will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your policy

- You no longer have an interest in an insured animal
- You take out any other insurance which covers an insured animal.

### 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 of it occurring;
- tell the police as soon as reasonably possible if a criminal act might be involved;
- give Us any relevant information and help We may need in handling a claim. We will only request information relevant to handling Your claim and will explain why the information, documents and help is required; and
- send Us any correspondence You receive about the event, as soon as reasonably possible.

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

If You are making or intend to make a claim:

- 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.

#### 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 which 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, release or undertaking which excludes or limits Our right to recover damages or a contribution from any third party who would otherwise be liable to compensate You with respect to such loss, damage or liability unless such agreement, release, or undertaking has been allowed in this policy or by specific mention in Your Certificate of Insurance.
- If You do not do what You are 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.

## What You must do if an insured animal dies

If an insured animal dies, You must:

- keep the carcass of the animal for at least 24 hours after You have advised Us of its death, so that We may inspect it at a reasonable time and place, if required
- 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
- for the loss of use of a bull or ram, 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 or ram, 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.

# General definitions

applying to words We use in this document

WORDS OR TERM	DEFINITION
<b>Accident, Accidental or Accidentally</b>	means a sudden, unforeseen and unintended event and includes a series of Accidents arising out of the one event.
<b>Act of Terrorism</b>	means an act including but not limited to the use or threat of force or violence by 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 committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.
<b>Certificate of Insurance</b>	means the most recent Certificate of Insurance We gave You which contains the specific insurance details for You.
<b>Impotence</b>	means an animal's state of being Impotent.
<b>Impotent</b>	means permanently: <ul style="list-style-type: none"> <li>• impotent; or</li> <li>• infertile; or</li> <li>• incapable of natural service.</li> </ul>
<b>Impotent by an Accident</b>	refers to an Accident which occurs in Australia during the Period of Insurance and: <ul style="list-style-type: none"> <li>• causes the bull or ram to become Impotent solely and directly and independently of any other cause; and</li> <li>• is directly caused by violent external and visible means.</li> </ul>
<b>Period of Insurance</b>	means the length of time between the start and the end date of Your Livestock policy shown on Your current Certificate of Insurance.
<b>Person</b>	means a natural person, firm, company, partnership or incorporated association.
<b>We, Us, Our and WFI</b>	means Insurance Australia Limited trading as WFI.
<b>You, Your and Yourself</b>	means the Person or entity shown on the Certificate of Insurance as the insured. If two 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 application of insurance, documents, statements or claims supplied by any one of them. Each one is also obliged to comply with the terms of a policy.
<b>Your Family</b>	means Your: <ul style="list-style-type: none"> <li>• spouse or de facto who live solely with You; and</li> <li>• unmarried children who live solely with You; and</li> <li>• parents and the parents of Your spouse or de facto who live solely with You; and</li> <li>• student children boarding at school, college or university.</li> </ul>

# Livestock policy

*The General conditions on page 10 apply to this policy.*

*The General definitions on page 12 apply to words used in this policy.*

<b>The types of cover We offer</b>	<b>14</b>	Death of a stallion as a result of elective castration	15
<b>Section 1: the insurance for the death of an animal</b>	<b>14</b>	Death of an unborn foal	16
<b>Section 2: the insurance for the loss of use of a bull or ram by Accident only</b>	<b>14</b>	<b>Special condition</b>	
<b>Section 3: the insurance for the loss of use of a bull or ram by Accident or disease</b>	<b>14</b>	No reinstatement of sum insured following the death of an animal	16
<b>What is not insured under any section of this policy</b>	<b>14</b>		
<b>What We pay</b>	<b>15</b>		
<b>Additional benefits</b>			
Cost of successfully saving an insured animal or unborn foal	15		
Death of a cow as a result of calving	15		
Death of a mare as a result of foaling	15		

## The types of cover We offer

We offer three different types of insurance cover:

- for the death of an animal
- for the loss of use of a bull or ram by Accident
- for the loss of use of a bull or ram by Accident or disease.

The extent of the insurance depends on the type of cover taken out. This is shown on the Certificate of Insurance.

## Section 1: the insurance for the death of an animal

This policy insures You against the death of an animal if:

- the animal is shown on the Certificate of Insurance and the risk shown on the Certificate of Insurance for that animal is 'Livestock mortality'; and
- during the Period of Insurance, the animal is normally kept at the location shown on the Certificate of Insurance; and
- the animal belongs to You when it dies; and
- its death is directly caused by an Accident which occurs in Australia during the Period of Insurance or a disease contracted by the animal in Australia during the Period of Insurance.

## Section 2: the insurance for the loss of use of a bull or ram by Accident only

This policy insures You against the loss of use of a bull or ram as a result of it becoming Impotent by an Accident if:

- the animal is shown on the Certificate of Insurance and the risk shown on the Certificate of Insurance for that animal is 'Livestock mortality (including loss of use by Accident)'; and
- during the Period of Insurance, the animal is normally kept at the location shown on the Certificate of Insurance.

## Section 3: the insurance for the loss of use of a bull or ram by Accident or disease

This policy insures You against the loss of use of a bull or a ram as a result of it becoming Impotent by an Accident or if its becoming Impotent was directly caused by a disease contracted in Australia during the Period of Insurance, but only if:

- the animal is shown on the Certificate of Insurance and the risk shown on the Certificate of Insurance for that animal is 'Livestock mortality (including loss of use by Accident or disease)'; and
- during the Period of Insurance, the animal is normally kept at the location shown on the Certificate of Insurance.

## What is not insured under any section of this policy

This policy does not insure You against:

### 1 the death of an animal if the death is directly or indirectly caused by or arises out of:

- elective castration, except as provided under the additional benefit 'Death of a stallion as a result of elective castration' on page 15
- its mating, gestation or giving birth, except as provided under the additional benefit 'Death of a mare as a result of foaling' or 'Death of a cow as a result of calving' on page 15.

### 2 the death or loss of use of an animal:

- if at the commencement of the Period of Insurance the animal was not healthy or it was reasonably likely to die or become Impotent during the Period of Insurance
- 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; or
  - the animal was slaughtered or destroyed in compliance with the provisions of any legislation or order of a public authority.

- if the death or loss of use is directly or indirectly caused by or arises out of:
  - the animal being used for a purpose other than the purpose described in answer to questions in Our proposal
  - artificial insemination
  - electro-ejaculation
  - its 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, johnes disease, pleuro pneumonia, rinderpest, swine fever, tuberculosis or any strain or mutant variation of any of these
  - the animal being:
    - \* inoculated
    - \* neglected, mistreated or abused
    - \* carelessly or unskilfully treated
    - \* operated on
    - \* deliberately poisoned
  - war or other act of foreign enemy (whether war is declared or not), revolution or other civil disturbance or commotion, confiscation, nationalisation or requisition of property by a government or statutory authority
  - radioactivity, nuclear fuel, material or waste, or nuclear fission
- 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 location shown on the Certificate of Insurance
  - anyone with Your consent
  - anyone entitled to benefit under this policy.
- legal liability of any nature whatsoever.

### 3 the death or Impotence of an animal directly or indirectly caused by or arising out of or in connection with an:

- Act of Terrorism; or
- action taken to control, prevent or suppress or attempt to control, prevent or suppress an Act of Terrorism.

If an event happens in Australia and that event is determined by the Minister responsible for the *Terrorism Insurance Act 2003* (Cth) to be a “declared terrorist incident” under that Act, We will not apply this terrorism exclusion unless the Act of Terrorism was directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

## What We pay

### Death of an animal

We pay You the market value of the animal at the time of its death, subject to the sum insured limit, up to the sum insured shown on the Certificate of Insurance 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 or ram

We pay You the market value of the bull or ram up to the sum insured shown on the Certificate of Insurance for the bull or ram 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 or ram 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 benefits

### Cost of successfully saving an insured animal or unborn foal

This policy is extended to insure You against the reasonable veterinary fees You incur in successfully saving an animal or an unborn foal from the immediate threat of death if We would have been obliged to pay You under this policy if the animal or unborn foal had died.

We pay up to 10% of the amount We would have had to pay if the animal had died.

### Death of a cow as a result of calving

This policy is extended to insure You against the death of a cow directly caused by calving if:

- the cow is shown on the Certificate of Insurance and the risk shown on the Certificate of Insurance for that cow is ‘Livestock mortality (including calving risk)’; and
- the cow 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 this is a renewed policy.

We pay:

- the market value of the cow immediately prior to her being serviced, subject to the sum insured limit or the sum insured shown for the cow on the Certificate of Insurance; and
- up to 10% of the amount We have paid or agreed to pay You under the bullet point above towards the reasonable veterinary fees You incur in attempting to save the cow.

### Death of a mare as a result of foaling

This policy is extended to insure You against the death of a mare directly caused by foaling if:

- the mare is shown on the Certificate of Insurance and the risk shown on the Certificate of Insurance for that mare is ‘Livestock mortality (including foaling risk)’; and
- the mare 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 this is a renewed policy.

We pay:

- the market value of the mare immediately prior to her being serviced, subject to the sum insured limit, or the sum insured; and
- up to 10% of the amount We have paid or agreed to pay You under the bullet point above towards the reasonable veterinary fees You incur in attempting to save the mare.

### Death of a stallion as a result of elective castration

This policy is extended to insure You against the death of a stallion directly caused by elective castration if:

- the stallion is shown on the Certificate of Insurance and the risk shown on the Certificate of Insurance for that stallion is ‘Livestock mortality (including castration risk)’; and
- the castration is performed by a qualified veterinary surgeon in Australia during the Period of Insurance; and
- 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 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 Certificate of Insurance for the stallion; and
- up to 10% of the amount We have paid or agreed to pay You under the bullet point above towards the reasonable veterinary fees You incur in attempting to save the stallion.

### **Death of an unborn foal**

This policy is extended to insure You against the death of an unborn foal if:

- the mare of the foal is shown on the Certificate of Insurance and the risk shown on the Certificate of Insurance for that mare is 'Livestock mortality (including unborn foal risk)'; and
- the mare does not die or abort the unborn foal within three days of the commencement of the Period of Insurance. There is no three day waiting period if this is a renewed policy; and
- the unborn foal 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 this is a renewed policy.

We pay the service fee of the mare for that unborn foal. We:

- do not pay the value of the unborn foal
- pay up to the market value of the mare immediately prior to her being serviced, subject to the sum insured limit, or the sum insured shown on the Certificate of Insurance for the 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 foal.

### **Special condition**

#### **No reinstatement of sum insured following the death of an animal**

If a sum insured is shown on the Certificate of Insurance 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.

**This page has been left blank intentionally.**

**This page has been left blank intentionally.**

**This page has been left blank intentionally.**

## Contact Us

Call **1300 934 934** for your local office.

**wfi.com.au**



Insurance Australia Limited  
trading as WFI  
ABN 11 000 016 722  
AFSL 227681