



## Herdcover Policy

LLOYD'S

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## INTRODUCTION

### ABOUT THE INSURER – LLOYD'S

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth. Lloyd's contact details in **Australia** are:

Phone: +61 2 8298 0783

Address: Level 16, Suite 1603, 1 Macquarie Place, Sydney, NSW 2000

Lloyd's is authorised under the Insurance Act 1973 (Cth) to write Australian Insurance business.

### ABOUT ALLSTATE UNDERWRITING AGENCIES PTY LTD

**Allstate** Underwriting Agencies Pty Ltd (ABN: 51 121 066 180) Authorised Representative Number 000306153) ('**Allstate**') is an authorised representative of **Allstate** Insurance Pty Ltd (ABN: 82 073 267 053, AFSL 239010). **Allstate** is an Australian Coverholder of Lloyd's.

**Allstate** Underwriting Agencies Pty Ltd has been given a binding authority by the **Insurers** which allows **Allstate** Underwriting Agencies Pty Ltd to enter into this **policy**, to administer it and to handle and settle claims made under it within the terms of the binding authority. In doing so **Allstate** Underwriting Agencies Pty Ltd acts for the **Insurers** not **you**. **You** should contact **Allstate** in the first instance in relation to this insurance. If any advice is provided by **Allstate** Underwriting Agencies Pty Ltd, it will be general advice only and will not take into account **your** individual circumstances or financial needs.

**Allstate**'s contact details are:

Phone: 1300 591 947

Address: PO Box 230, Midland DC WA 6936

In this **policy** the terms "**We, Our, Us** or Underwriters" refers to the **Insurers** through their Coverholder, **Allstate**.



## GENERAL INFORMATION

### Understanding your policy

In order to properly understand the significant features and benefits of **your policy**, **you** need to carefully read and understand the following:

- (a) the Introduction and General Information which sets out among other things, how **you** can apply for insurance, details of **your** Duty of Disclosure and important general information about the insurance;
- (b) the terms of cover set out in this **policy wording** including the General Conditions, General Claims Conditions and General Exclusions;
- (c) **your certificate of insurance** that contains specific details relevant to **your policy** and any additional terms specific to **you** and which can affect **your** cover.

### How to make a claim

If **you** would like to make a claim under **your policy**:

1. contact **your** insurance **broker/agent** as soon as possible quoting **your policy number**; and
2. refer to the General Claims Conditions section of this **policy**.

### General advice warning

**We** will give **you** factual information about the insurance **we** issue to assist **you** in deciding whether the product is suitable to **you**. **we** will typically provide **you** with general advice. General advice does not take into account **your** specific personal objectives, financial situation or needs. Where **we** provide **you** with general advice, **you** should consider the appropriateness of any information or advice **we** give **you**, having regard to **your** specific personal objectives, financial situation or needs. **You** should also refer to the contract documentation **we** issue to **you** (including this **policy wording**) before deciding whether to purchase the insurance.

### Applying for insurance

To apply for insurance, **you** must complete **our** Herd Cover proposal form. Following receipt by **us** of a satisfactorily completed proposal form and if **we** agree to provide cover, **we** will issue **you** with a **certificate of insurance**, which will provide details of:

- who is insured;
- the cover(s) selected;
- the **period of insurance**;
- the respective sums insured and/or limits of liability; and
- **excess(es)**

and other important information.

**You** need to read the **certificate of insurance** carefully and again check that the details are correct and ensure **you** are happy with **your policy**. **You** should ensure that **you** read all **policy** documents carefully and keep them in a safe place. If **you** have any questions regarding the **policy**, including the **certificate of insurance**, please contact **your** insurance **broker/agent**.

### Our Agreement

Subject to payment by **you** to **us** of the premium for this **policy**, **we** agree to provide **you** with the cover set out in each of the **policy** sections which **you** have selected and that are listed as operative on **your certificate of insurance**. This **policy** is in force for the **period of insurance** set out on **your certificate of insurance**. **we** will cover **you** for **loss** occurring during the **period of insurance**, subject to the terms and conditions of the **policy**.

**We** will not pay any more than the sum insured or limit of liability during the **period of insurance** for each section shown on **your certificate of insurance** unless otherwise stated and agreed by **us**.

### Who is insured under this policy?

The person(s) or organisation(s) that are covered under this **policy** are shown on the **certificate of insurance**. In this **policy**, those persons or organisations are referred to as '**you**' or '**your**'.

## Words with special meaning

Some words used in this **policy** have special meanings. Where the meaning of the word applies to a single section, that meaning will appear at the start of that section. A list of words which have the same meaning throughout the **policy** appears under the section "Words with special meaning".

## Financial Claims Scheme

Under certain parts of this **policy**, **you** may be entitled to payment under the Financial Claims Scheme (FCS) in the event of the insolvency of the **Insurer(s)**. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## GENERAL CONDITIONS THAT APPLY TO EVERY SECTION OF THE POLICY

**You** must comply with any conditions of this **policy** such as the conditions detailed below and the conditions applicable to the making of a claim. The conditions are important to **our** accepting **you** as an insured and how **we** calculate **your** premium so if **you** don't comply with these conditions, **we** may reduce or refuse to pay a claim and/or cancel **your policy**.

### Sound Health

At inception of this **policy**, or **endorsement** onto this **policy**, the **livestock** must be in sound health being free from illness, injury, lameness or disease.

### Your obligations

**You** must take all reasonable precautions for the care, safety, protection and upkeep of **your livestock** and comply with all statutory obligations, by-laws and regulations imposed by any public authority. If **you** do not comply with this condition and **loss** results, **we** may reduce the amount **we** pay **you**.

**You** must make reasonable efforts to protect **your livestock** from any **loss** or damage. If **you** know about something that could cause a **loss** or damage to **your livestock** and **you** do not make reasonable efforts to prevent the **loss** or damage or reduce the risk of the **loss** or damage occurring, then **your** claim may not be paid if the **loss** or damage occurs and **you** could have prevented or reduced that **loss** or damage.

One of **your** specific obligations is to keep **your farm buildings** in good condition and repair because any

**loss of livestock** caused by poor maintenance of **your farm buildings** is not covered under this **policy**.

If **you** do suffer a **loss** or any damage **you** must also make reasonable and necessary efforts to prevent any further **loss** or damage.

## Your Duty of Disclosure

Before **you** enter into an insurance contract **you** have a duty to tell the **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms.

**You** have this duty until **we** agree to insure **you** and **you** have the same duty before **you** renew, extend, vary, or reinstate an insurance contract.

### Who needs to tell us?

Everyone who is noted on **your certificate of insurance** as an insured must comply with the Duty of Disclosure. If **you** provide information on behalf of another person named on the **certificate of insurance**, **you** must include in **your** answers to **our** questions everything that they know, and that a similar person in the circumstances would include in answering the questions. **we** will treat the information as if that other person had provided that information to **us**.

## Renewal

Where **we** offer renewal, **we** may, in addition to or instead of asking specific questions, give **you** a copy of anything **you** have previously told **us** and ask **you** to tell **us** if it has changed. If **we** do this, **you** must tell **us** about any change or tell **us** that there is no change.

If **you** do not tell **us** about a change to something **you** have previously told **us**, **you** will be taken to have told **us** that there is no change.

### What you do not need to tell us

**You** do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for; or
- is common knowledge; or
- **we** know or should know as an insurer; or
- **we** waive **your** duty to tell **us** about.

### If you do not comply with the Duty of Disclosure

If **you** do not comply with the Duty of Disclosure, **we** may reduce the claim amount or cancel the **policy** (or both). If **your** failure to comply is fraudulent **we** may refuse to pay a claim and treat the **policy** as if it never existed.

### Duty of Utmost Good Faith

The law requires **you**, any third-party beneficiary under **your policy** and **us** to act towards each other with utmost good faith, fairly, openly and honestly in respect of any matters arising under **your policy**.

### Preventing our right of recovery

If **you** have agreed not to seek compensation from another person who is liable to compensate **you** for any **loss** which is covered by this **policy**, **we** will not cover **you** under this **policy** for that **loss**.

### Your premium

Your premium is the amount that **you** have agreed to pay to **us** for **your policy**. On receiving **your** application for insurance, **we** will advise the premium. Your premium is based on **our** assessment of the risk, including the covers **you** choose, the **livestock** and values **you** select, **policy** limits and **excesses** and **your** insurance history. Your premium includes allowances for government charges, taxes or levies on **your policy**.

When **you** take out insurance **you** need to pay **your** premium by the due date specified in **your certificate of insurance**. If this is a new **policy** then **your** insurance cover will not start until the premium is paid to **us**.

If **your** premium is overdue, **we** will send **you** a notice outlining the overdue amount and when it needs to be paid. If **your** premium remains unpaid after the time period specified in the notice **we** send, **we** will:

- cancel **your policy** for non-payment, and
- refuse to pay any claim for an incident occurring after the cancellation date.

If **you** need to make a claim when **your** premium is overdue, and before **your policy** has been cancelled for non-payment, **we** will require **you** to pay the overdue amount as part of the claim settlement process. Alternatively, where the settlement method allows, **we** can reduce the settlement payment by the overdue amount.

If **you** advise **us** of changes needed to **your policy** after it has commenced **you** may need to pay an additional premium or **you** may be entitled to a refund.

### Renewal

At least 14 calendar days before **your** insurance expires, **we** will send **you** a notice advising whether **we** are prepared to offer renewal of **your** insurance and if so, the terms on which renewal will be offered. **You** are not obliged to renew **your** insurance with **us**.

Where **we** do offer renewal, **we** may, in addition to or instead of asking specific questions, give **you** a copy of anything **you** have previously told **us** and ask **you** to tell **us** if it has changed. If **we** do this, **you** must tell **us** about any change or tell **us** that there is no change.

If **you** do not tell **us** about a change to something **you** have previously told **us**, **you** will be taken to have told **us** that there is no change.

### Evidence of value

Please retain receipts of purchase or proof of the value of all **livestock** insured under this **policy** so that **you** can prove the amount of any **loss** if **you** have to claim under this **policy**.

### Changes that may affect your policy

If there is any change or alteration to the information **you** have advised **us** of in **your** application for insurance, **you** must notify **us** in writing as soon as practicable. Any change or alteration **you** propose to make only becomes effective when **we** agree to the changes and **you** agree to pay any additional premium where required.

**You** must advise **us** of any changes to the information **you** have previously told **us** before **you** renew **your policy**. For example, **we** require information about:

1. changes to **farm business**;
2. any criminal convictions **you**, or persons who work with **you**, have recorded;
3. any deterioration in the condition of **your livestock**;
4. alteration to any **farm building** which affects its safety or structural integrity.

This is a part of the requirement of 'Your Duty of Disclosure'. If **you** do not fulfil **your** Duty of Disclosure, **we** may refuse to pay part or all of a claim.

If **you** are unsure about whether there is something **you** need to tell **us**, please discuss it with **your** insurance **broker/agent** or contact **Allstate** as soon as possible.

### Cancellation by you

**You** may cancel the **policy** at any time by notifying **us** in writing. **we** will refund the unused proportion of **your** premium less any commissions, taxes and charges that **we** are unable to recover.

### Cancellation by us

**We** may cancel the **policy** in certain circumstances provided by the Insurance Contracts Act 1984, (as amended), by giving **you** notice in writing. Some examples are if **you**:

1. do not pay the premium;
2. do not comply with **your** Duty of Disclosure;
3. make a misrepresentation to **us** before the issue of the **policy**;
4. do not comply with a provision of the **policy**;
5. make a fraudulent claim under the **policy** or some other **policy** (whether with **us** or another insurer);
6. do not comply with **your** Duty of Utmost Good Faith.

Notice of cancellation can be delivered personally or posted to **your** address as shown on the current **certificate of insurance**. It will be effective at the time shown on the notice of cancellation or when **you** have taken out cover with another insurer, whichever occurs first.

**We** will refund the unused proportion of **your** premium less any commissions, taxes and charges that **we** are unable to recover.

**You** are responsible for keeping **your** address, contact details and bank account details up to date so that **we** can meet **our** obligations to **you**.

### Discharge of liabilities

At any time, **we** can pay to **you**, for all claims made for any one occurrence:

1. the limit of liability of the section under which the claim is made, after deducting any amounts already paid;
2. any lower sum for which the claim may be settled.
3. If **we** do so: **we** will not be liable to pay any further amounts.
4. If **we** are considering this action, **we** will advise **you** in writing and provide **you** with the opportunity to discuss this with **us**.

### Fraudulent claims

If **you** make a claim under this **policy** which **you** know is fraudulent in part or in its entirety, **we** may deny that claim and cancel the **policy**.

### Goods and Services Tax (GST)

If **you** are entitled to an input tax credit on any part of the premium **you** paid for this **policy**, the sums insured and any **sub-limits** or limits of liability stated in the **policy** are exclusive of GST to the extent of **your** input tax credit entitlement.

If **you** are not entitled to an input tax credit on **your** **policy** premium, all sums insured, **sub-limits** or limits of liability stated in the **policy** are GST inclusive.

In situations where **we** make a cash payment to **you** for the purchase of **goods** or services for which **you** are entitled to claim an input tax credit, **we** will only pay **you** an amount that is equal to **your** net cost i.e., **your** cost after claiming input tax credits.

The **policy** does not cover any amount of GST, or any fine, penalty or charge that **you** are liable for because of a failure to disclose or a mis-statement made by **you**, in relation to **your** entitlement to an input tax credit for the premium. **You** must tell **us** if **you** become aware that the extent of **your** entitlement to an input tax credit for **your** premium disclosed to **us** is incorrect.

### Jurisdiction

All disputes arising out of or under this **policy** will be subject to determination by any court of competent jurisdiction within **Australia** according to the law applicable to the jurisdiction.

The language of this **policy** and all communications relating to it will be in English.

### Third Party rights

Subject to any rights a third-party beneficiary may have pursuant to the Insurance Contracts Act 1984 (Cth), no third party will be able to enforce any rights under this **policy**.

### Several liability notices

Where more than one insurer is providing cover under this **policy**, each insurer's obligations under the contract of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual shares. The participating insurers are not responsible for the share of any co-insurer who for any reason does not satisfy all or part of its obligations.

### Limits and excess

**We** will not pay more than the sum insured in respect of any claim other than those benefits that are identified in this **policy** as payable in addition to the sum insured.

**You** must pay the amount of any **excess** shown on **your certificate of insurance** for each claim that **you** make.

**Your excess** payment will be required before **we** commence processing **your** claim.

### Other insurances

At the time **you** make a claim, **you** must give **us** written notice of any other insurance covering the **livestock** or legal liability which may also apply to **your** claim. When a **loss** paid under this **policy** is also recoverable under another **policy** and **we** have paid more than **our** rateable share, **we** reserve the right to seek contribution from the other insurer or insurers.

### Single Policy only for multiple insureds

**Our** limit of liability stated in this **policy**, shall remain **our** maximum limit of liability regardless of the **number** or type of insureds or **number** of claims under this **policy**.

### Sanctions Limitation

**We** shall not provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or

economic sanctions, laws or regulations of any country, including the European Union, United Kingdom, **Australia** or United States of America.

### Privacy

**Allstate** and Lloyd's are committed to protecting **your** privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs). **Our** privacy policies explain how **you** may access personal information, how to seek correction of **your** personal information, how to make a complaint about the handling of **your** personal information and how complaints are handled.

Further information about **our** Privacy Policies are available at [www.allstateunderwriting.com.au](http://www.allstateunderwriting.com.au) under quick links or by contacting **Allstate** Underwriting Agencies Pty Ltd on 1300 591 947;

### Why we collect your personal information

**We** collect **your** personal information (including sensitive information) so **we** can:

- Underwrite and administer **your** insurance cover;
- advise **you** about and determine what other service or products **we** can provide to **you**, or that may interest **you**.
- identify **you** and conduct necessary checks;
- issue, manage and administer services and products provided to **you** or others, including processing requests for quotes, applications for insurance, underwriting and pricing policies, issuing **you** with a **policy**, managing claims, claims investigation, handling and settlement;
- maintain and improve **our** services and products;
- make special offers or offer other services and products provided by **us** or those **we** have an association with, that might be of interest to **you**.

**We** may disclose the personal information **we** collect

- to **our** relevant employees involved in delivering **our** services;



- if **your** insurance **broker/agent** collects this form from **you**, to that insurance **broker/agent**;
- to facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- to the insurance companies with whom **we** transact business;
- to the Lloyd's Syndicates **we** represent (which are located in the United Kingdom);
- to insurance reference bureaux or credit reference bureaux;
- to reinsurers or reinsurance brokers (which may include reinsurers located outside **Australia**).

Where **we** do disclose the information as above the recipient may hold the information in accordance with its own privacy statement / policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. **we** may also be required to provide **your** personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

**You** also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in **us** declining cover, a cancellation of **your** insurance cover or reducing the level of cover, or declining claims.

If **you** choose not to provide **us** with the information **we** have requested, **we** may not be able to provide **you** with **our** services or products or properly manage and administer services and products provided to **you** or others.

For more information about **our** privacy practices including how **we** collect, use or disclose information, how to access or seek correction to **your** information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to **our** Privacy Policies referred to above.

### Confirming transactions

**We** may agree to send **your policy** documents and **policy** related communications electronically. This will be by email and/or other types of electronic

communication methods. Policy documents and **policy** communications will be provided to **you** in this way until **you** tell **us** otherwise or **we** tell **you** it is no longer suitable. If **we** agree to communicate with **you** electronically, **you** will need to provide **us** with **your** current email address and **your** Australian mobile phone **number**. Each electronic communication will be deemed to be received by **you** at the time it leaves **our** information system. **You** may contact **us** in writing or by phone to confirm any transactions under **your** insurance if **your** adviser does not already have the required **policy** confirmation details. It is **your** responsibility to contact **us** to ensure that **your** email address and phone details are kept up to date.

### Single occurrence

**We** will not pay for **loss** to **livestock** covered by the **policy** under more than one section of the **policy** in respect of the same item and occurrence unless the sum insured has been paid out in full under one section and **you** have not been fully covered for the **loss**.

### Subrogation rights

**We** have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name any claim for damages, indemnity, contribution or otherwise. **we** have full discretion in the conduct of any proceedings and in the settlement of any claim. **You** must give **us** all such information and assistance as **we** may reasonably require in defending **you** or prosecuting in **your** name.

### General Insurance Code of Practice

The Insurance Council of **Australia** Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry. Lloyd's has adopted the Code on terms agreed with the Insurance Council of **Australia**. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au).

### Complaints and dispute resolution

If **you** have any concerns or wish to make a complaint in relation to **your policy**, **our** services or

**your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact **Allstate** Underwriting Agencies Pty Ltd in the first instance at:

Phone: 1300 591 947

Email: [contact@allstateunderwriting.com.au](mailto:contact@allstateunderwriting.com.au)

Mail: PO Box 230 Midland DC WA 6936

**We** will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within 10 business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's **Australia** who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's **Australia**'s contact details are:

Lloyd's **Australia** Limited

Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **you** within 30 calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

**You** may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within 30 calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

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

Post: GPO Box 3 Melbourne VIC 3001

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

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (FOS) in the United Kingdom or **you** can seek independent legal advice. **You** can also access any other external

dispute resolution or other options that may be available to **you**.

The **Insurers** accepting this insurance agree that:

- (i) if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the **Insurers** will submit to the jurisdiction of any competent Court in the Commonwealth of **Australia**;
- (ii) any summons notice or process to be served upon the **Insurers** may be served upon:

Lloyd's Underwriters' General Representative in **Australia**

Suite 1603

Level 16

1 Macquarie Place

Sydney NSW 2000

who has authority to accept service on **Insurers**' behalf;

- (iii) if a suit is instituted against any of the **Insurers**, all **Insurers** participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this insurance, notice should be given as soon as possible to **you broker**, who will inform **us**.

## GENERAL CLAIMS CONDITIONS

If an event or incident occurs that is likely to result in a claim, the following conditions will apply. They apply to all sections of the **policy**. If **you** do not follow these conditions, **we** may reduce any claim by an amount that fairly represents the extent to which **our** interests have been disadvantaged.

### Things you must do

As part of **your** obligations, **you** agree to:

1. take all reasonable steps to prevent further **loss** of the **livestock**;
2. as soon as possible and at **your** own expense employ a **veterinary surgeon** to treat the **livestock**

3. if necessary, allow the **livestock** to be removed for treatment.
4. carefully log the sequence of events as they unfold, recording the time and action taken by **you**.
5. where possible, take photographs and/or videos of **your loss**.
6. obtain agreement from **us** via **your** insurance **broker/agent** prior to the **human destruction** of **your livestock**.
7. in the case of death or **humane destruction**, as soon as possible and at **your** own expense, **you** must arrange for a post-mortem to be carried out by **your veterinary surgeon**.
8. notify the Police as soon as reasonably practicable if any of **your livestock** is lost or stolen
9. advise **us** of the claim and submit a claim form as soon as reasonably practicable. If **you** or someone acting on **your** behalf does not complete and submit a claim form within 30 calendar days of a **loss**, **we** may reduce the amount **we** have to pay if the delay causes increased costs or prevents **us** investigating the claim;
10. provide **us** with the proof that **we** may reasonably require regarding stolen **livestock**.

#### Help us manage the claim

**We** agree to process **your** claim and this may include **us**:

- inspecting **your** property or **location**;
- asking **you** questions in a face-to-face interview or asking **you** to provide written statements to **us** under oath;
- provide **us** or **our** representatives access to any person(s) or copies or originals of:
  - evidence of **your** legal ownership of or interest in the **livestock**;
  - all veterinary records whether held by **you** or by any **veterinary surgeon** or other third parties;
  - particulars and details of the **livestock** affected, their **market value** and all information relating to the cause of

mortality, including salvage receipts and other evidence as may be required by **us** or **our** representatives.

- arranging a post-mortem by **our veterinary surgeon** at **our** own expense.

#### What you must not do after a loss, damage or an accident

**You** agree not to dispose of any **livestock** unless **you** have first received permission from **us** via **your** insurance **broker/agent** saying that **you** may dispose of the remains of the animal(s). This will be at **your** own expense unless **you** have purchased "Removal of debris" cover as shown on **your certificate of insurance**.

After receiving permission from **us** via **your** insurance **broker/agent**, **you** must dispose of the remains of the **livestock** in accordance with the requirements of the Animal Health Australia's Australian Veterinary Emergency Plan or as advised by **your veterinary surgeon**.

In the event of circumstances requiring urgent action such as a threat to public safety or a direction of a public authority, please contact **us** via **your** insurance **broker/agent** to facilitate the approval process.

#### GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THIS POLICY

##### Alteration to risk

Unless **you** notify **us** and receive **our** prior written consent, **you** are not covered for any **loss** or damage caused or contributed to or by any alteration, after the commencement of this **policy**:

1. to any new or changed farming activity which may increase the risk of **loss** or damage to the **livestock**
2. whereby **your** interest in the **livestock** or where the **livestock** is located ceases by will or operation of law;
3. whereby **your** business is wound up or carried on by an insolvency practitioner or permanently discontinued.

##### Action of the sea

**You** are not covered for any **loss** or damage caused by or arising from or in connection with:

- a) the action of the sea;
- b) a tidal wave;
- c) a storm surge;
- d) a Tsunami.

#### **Bushfire**

**You** are not covered for any **loss** or damage caused by or arising from or in connection with a bushfire or grassfire which occurs in the first 48 hours of the start of this **policy**.

#### **Cyber**

**You** are not covered for any **loss** or damage caused by:

- a) the use of, or inability to use;
- b) any error or omission relating to the use of; or
- c) any hoax or threat relating to the use of;

any application, process or software.

#### **Flood**

**You** are not covered for any **loss** or damage caused by or resulting from **flood** unless specifically included elsewhere in this **policy**.

#### **Infectious or Contagious Disease**

**You** are not covered for any **loss** or damage in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

For the purposes of this Exclusion "infectious or contagious disease" means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

#### **Radioactive, Chemical, Biological, bio-chemical and electromagnetic weapons**

**You** are not covered for any **loss** or damage caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes any chemical, biological, bio-chemical, or electromagnetic weapon.

#### **War, terrorism, strikes, riots, nuclear radioactivity**

**You** are not covered for any **loss** or damage caused by or contributed to by or arising from:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
3. confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter.
4. any person acting from a political, ideological or religious motive (excluding animal rights activists).
5. any **acts of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the **loss**.



6. ionising radiation, contamination by radioactivity from any nuclear weapons material, nuclear fuel or waste, or the combustion of nuclear fuel or waste where the combustion is a self-sustaining nuclear process.

This **policy** also excludes any **loss** or damage, directly or indirectly caused by, contributed to, by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2, 3, 4, 5 or 6 above.

### Wilful or intentional acts

**You** are not covered for any **loss** or damage caused by or arising from wilful or intentional acts caused directly or indirectly by any actual or alleged:

- a) dishonest, fraudulent, criminal or malicious act;
- b) wilful breach of any statute, by law or regulation;
- c) intentional conduct causing **loss** or damage with reckless disregard for the consequences;

by

- i) **you**; or
- ii) a member of **your** family; or
- iii) any person acting with **your** express or implied consent or that of a member of **your** family.

## WORDS WITH SPECIAL MEANING

Wherever the following words appear in **bold** they will have the meanings shown below. If a word is defined in a section of the **policy** the definition contained in that section applies for that section only.

**accidental** means an unintended and unforeseen happening or event.

**act(s) of terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf 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.

**application(s) for insurance** means the Herdcover proposal form submitted to **us** detailing information about the risk.

**Australia** means the Commonwealth of **Australia**, its dependencies and territories.

**certificate of insurance** means the current **certificate of insurance** which has been numbered and issued by or on behalf of **us**.

**conveying vehicle** means a road vehicle owned by **you** or in the control of **you** or **your** employee or a contracted carrier. If transporting **livestock**, the road vehicle must be suitable for the transport of the insured **livestock**.

**endorsement** means a change in the terms and conditions of this insurance agreed by **you** and **us**.

**excess** means the amount shown on **your certificate of insurance** that is payable by **you** on each and every claim arising out of one disaster, accident or **loss** or series of disasters, accidents or losses arising out of one event and sustained by **you** during the period of 72 consecutive hours. **You** will be responsible for each and every **excess**. After each 72-hour period, the **excess** will be applied again in full to any further claims under that **policy** section.

### farm business

- a. means all activities connected with the usual running of the business of the farm and incidental farm contracting (where contracting activities do not exceed 35% of the combined annual turnover for **your** farming business in the financial year prior to the **period of insurance**). Where **you** attend markets and field days, agricultural shows and the like for the sole purpose of representing **your** business or selling **your** own produce **we** will consider this as part of **your farm business**.
- b. DOES NOT include activities not connected with the usual running of the farm unless **we** have agreed to cover these activities and this is shown on **your certificate of insurance**.

**farm buildings** means buildings including extensions, annexes and gangways through which **livestock** move or are housed.

### **farm contents**

- a. means farm plant (including pumps and pump motors) and machinery (not fixed to a **farm building** or self-propelled), farming tools and equipment (not fixed or self-propelled), ride-on mowers, harvested crops, farm consumables and stores (including semen and embryos stored in a storage container), that **you** own or for which **you** are responsible and which are used in connection with **your farm business**.
- b. DOES NOT include:
  - i. **farm buildings**;
  - ii. farm improvements;
  - iii. hay or grain (however **we** will cover seed stored for **your** own use);
  - iv. wool which is unbaled;
  - v. growing, standing or unharvested crops;
  - vi. **livestock**, animals, birds or fish;
  - vii. farm machinery;
  - viii. vehicles;
  - ix. aircraft, watercraft, caravans, trailers or any of their parts or accessories;
  - x. money, bullion, negotiable securities or documents of any kind;
  - xi. works of art, curios, antiques, pictures;
  - xii. household items, personal effects or valuables, domestic furniture, fixtures or fittings

**flood** means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- 1. a lake (whether or not it has been altered or modified);
- 2. a river (whether or not it has been altered or modified);
- 3. a creek (whether or not it has been altered or modified);

- 4. another natural watercourse (whether or not it has been altered or modified);
- 5. a reservoir;
- 6. a canal;
- 7. a dam.

**goods** means **farm contents**, produce, hay or grain, wool, farm machinery, plant and equipment of every description but excluding household furniture, money or personal items.

**herd** means a collective **number** of animals whereby there are at least 2, whether commonly known as a **herd**, flock or by any other collective noun.

**humane destructions** means that the **livestock** has/have suffered:

- 1. an injury or an **excessively** painful lameness or illness and a **veterinary surgeon** appointed by **us** certifies that the animal's suffering is incurable and so excessive that immediate destruction is imperative for humane reasons; or
- 2. an injury and a **veterinary surgeon** appointed by **you** certifies that the injury the animal has suffered is incurable and so excessive that immediate destruction is imperative for humane reasons and could not have waited for the appointment of a **veterinary surgeon** by **us**.

**livestock** means all animals (excluding dogs or pets) that are used in connection with **your farm business** and that are owned by **you** and insured under this **policy**.

**location(s)** means the place(s) listed on **your certificate of insurance** as Insured Locations

**loss** means death or **humane destruction** of the insured **livestock**

**market value** means the lesser of the sum insured per animal in respect of that type of animal as stated in **your certificate of insurance**; and

- for breeding stock: the average published local **market value**, over a period of thirty (30) days immediately prior to the relevant death of the animal(s), for animals of a similar type; or
- for meat animals: the average published local **market value**, over a period of thirty (30) days immediately prior to the relevant

death of finished animals of the same type that have recently completed a similar growing program. For unfinished animals, **market value** will be reduced in relation to live weight gained.

- For all other animals, the price at which ownership of the animal would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the animal(s).

**period of insurance** means the duration of this **policy** for the period shown on **your** current **certificate of insurance**, or any renewal period agreed by **us** and for which the appropriate premiums are paid in each case. Unless otherwise stated the **period of insurance** commences and ends at 4pm on the days stated as the **period of insurance** on **your certificate of insurance**.

**policy** means this document together with the **certificate of insurance** and any applicable **endorsements**.

**pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**sub-limit** means part of, not in addition to, the total sum insured for the **policy** period.

**tsunami** means a sea wave caused by a disturbance of the ocean floor or by seismic disturbance.

**veterinary surgeon** means a **veterinary surgeon** with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine in **Australia**.

**We, us** or **our** means Lloyd's through their Coverholder, **Allstate**.

**You, your, yours** or **insured** means any person, partnership or company whose name is set out on **your certificate of insurance**. It also includes any named person's spouse whether legal or de-facto and a person living at the insured **location** who lives with and is a family member of either that named person or their spouse.

## Special Conditions

If **you** do not adhere to the special conditions stated in each section and under any applicable additional benefit, **we** may need to reject **your** claim or **your**

claim payment could be reduced. In some circumstances a part of **your** insurance may be cancelled and if **you** have made misrepresentations to **us** in breach of **your** Duty of Disclosure or Duty of Utmost Good Faith **your policy** may be cancelled immediately.

## Section 1: LIVESTOCK INSURANCE

This Section is only covered if it is shown as included in **your certificate of insurance**.

### What we cover

This cover for **livestock** is limited to the **livestock** that is owned by **you** and that **you** have elected to insure with **us** and which is listed on **your certificate of insurance**.

### Insured events

**We** will cover **you**, in accordance with the 'How **we** will pay **your** claim' clause of this section, for **loss** to **your livestock** which occurs during the **period of insurance** at the insured **location** and that is directly caused by one of the following insured events:

- Fire, lightning or explosion
- Earthquake, **tsunami**, subterranean fire or volcanic eruption

### How we will pay your claim

If **your livestock** are insured by **us** and **we** agree to accept a claim, **we** will pay **you** what **you** would have received for the sale of the **livestock** at the time of the event which caused the **loss**. The maximum **we** will pay will be AUD20,000 any one animal up to the sum insured shown in **your certificate of insurance**.

### What we do not cover

In addition to the General Exclusions that apply to all sections of this **policy**, **you** are not covered for any **loss** caused by or arising from **flood**.

### Additional benefits - Section 1: Livestock

#### 1. Removal of debris

##### What we cover

Where **your certificate of insurance** shows that **you** have insured **livestock**, **we** will pay **you** for the cost of removal, disposal, cleaning up or storage of debris from **your livestock** following a valid claim under this

**policy:** we will pay up to 10% of the sum insured for the **livestock** lost and this will be payable in addition to the sum insured shown on **your certificate of insurance** if the sum insured for that animal is exhausted.

Where a **sub-limit** is applicable to this additional benefit, as shown on **your certificate of insurance**, this additional benefit will apply subject to the **sub-limit**.

## 2. Theft

### What we cover

Where **your certificate of insurance** shows that **you** have insured **livestock**, **we** will pay up to a **sub-limit** of AUD250,000 or the **sub-limit** shown on **your certificate of insurance** for this additional benefit, whichever is the lesser, for the proven theft of **your livestock** from the insured **location**.

### What we do not cover – Theft

In addition to the General Exclusions that apply to all sections of this **policy you** are not covered for:

1. any **loss** arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **livestock** as a result of **you** being induced by fraud, trickery or similar false pretences.
2. theft under this **policy** if prior to the start of the **period of insurance** there has been any theft or attempted theft of **your livestock**, or threat against **you** or **your livestock** whether insured under this **policy**, insured elsewhere or uninsured. However, **we** will not apply this exclusion if the theft or attempted theft has been disclosed to **us** before the start of the **period of insurance** and cover has been accepted by **us**.
3. any **loss** under this additional benefit unless **you** report the theft of the **livestock** to **your insurance broker/agent** and to the local police as soon as possible and strictly follow the police recommendations.
4. any **loss** under this additional benefit if **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party. If **you** do then **we** will be released from all liability under this **policy**.

### Special Conditions - Theft

In the event of a settlement by **us** of a claim under this additional benefit, then the undisputed ownership of **your** interest in the **livestock** as shown in the **certificate of insurance** will transfer to **us**, and all other insurance provided under the **policy** and provided under any other additional benefit to the **policy** in respect of the **livestock** is automatically terminated on the basis that **our** contractual obligation to **you** has been fulfilled.

**You** must refund to **us** immediately the amount **we** paid in settlement of **your** claim if the **livestock** are recovered within 1 year of **us** paying a claim under this additional benefit. If this provision is triggered then the ownership of the **livestock** will revert to **you** on return of the **livestock** to **your insured property** and on the payment by **you** of the refund.

The sum insured under this additional benefit is a **sub-limit** and is not in addition to the sum insured under the Livestock sum insured.

## 3. Working dogs

### What we cover – Working Dogs

Where **your certificate of insurance** shows that **you** have insured **livestock**, **we** will pay up to AUD1,000 for:

1. the **accidental** external injury causing the death or
  2. proven theft
- of **your** working dog.

For the purposes of this additional benefit, a 'working dog' is a dog less than 6 years old that is used in connection with **your farm business**. It does not include dogs that are kept as domestic pets.

No **excess** will be applied to claims for working dogs.

### What we do not cover – Theft Working Dogs

In addition to the General Exclusions that apply to all sections of this **policy you** are not covered for:

1. any **loss** arising from unexplained disappearance, escape or voluntary parting of possession of or title to the dog(s) as a result of **you** being induced by fraud, trickery or similar false pretences.
2. theft under this **policy** if prior to the start of the **period of insurance** there has been any theft or attempted theft of **your livestock**, or threat against **you** or **your dog(s)** whether insured under



this **policy**, insured elsewhere or uninsured. However, **we** will not apply this exclusion if the theft or attempted theft has been disclosed to **us** before the start of the **period of insurance** and cover has been accepted by **us**.

3. any **loss** under this additional benefit unless **you** report the theft of the dog(s) to **your** insurance **broker/agent** and to the local police as soon as possible and strictly follow the police recommendations.
4. any **loss** under this additional benefit if **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party. If **you** do then **we** will be released from all liability under this **policy**.

#### Special Conditions - Theft of Working Dogs

**You** must make all reasonable and necessary efforts to protect **your** working dogs from Theft. If **you** know about something that could cause the theft of **your** working dog and **you** do not make reasonable efforts to prevent the theft or reduce the risk of the theft occurring, then **your** claim may not be paid if the theft occurs and it could have prevented.

In the event of a settlement by **us** of a claim under this additional benefit, then the undisputed ownership of **your** interest in the dog(s) as shown in the **certificate of insurance** will transfer to **us**, and all other insurance provided under the **policy** and provided under any other additional benefit to the **policy** in respect of the dog(s) is automatically terminated on the basis that **our** contractual obligation to **you** has been fulfilled.

**You** must refund to **us** immediately the amount **we** paid in settlement of **your** claim if the dog(s) are recovered within 1 year of **us** paying a claim under this additional benefit. If this provision is triggered then the ownership of the dog(s) will revert to **you** on return of the dog(s) to **your insured property** and on the payment by **you** of the refund.

The sum insured under this additional benefit is a **sub-limit** and is not in addition to the sum insured under the Livestock sum insured.

#### 4. Semen and embryos

##### What we cover

Where **your certificate of insurance** shows that **you** have cover for semen and embryos, **we** will pay **you** in the event of direct physical **loss** or damage to the semen and/or embryos as a direct result of fire,

lightning, explosion, earthquake, **tsunami**, subterranean fire or volcanic eruption whilst stored in a tank at the insured **location**. Unless **we** agree otherwise (and it is shown on **your certificate of insurance**), the most **we** will pay will be AUD10,000 or the sum insured shown on **your certificate of insurance** for this additional benefit, whichever is the lesser.

##### What is not covered – Semen and Embryos

In addition to the General Exclusions that apply to all sections of this **policy you** are not covered for any **loss**:

1. that cannot be proven by **you** as being as a result of an external cause evidenced on the exterior of the tank.
2. caused by malicious or wilful misconduct by **you** or other party of interest to the underlying purchase or sale transaction, or **your** employees or agents.
3. caused by insufficiency or unsuitability of any tank to store semen and/or embryos.
4. following ordinary **loss** in weight or volume of the semen and/or embryos.
5. as a result of theft, mysterious disappearance or voluntary parting of possession or title to the semen and/or embryos as a result of **you** (or others to whom the semen and/or embryo have been entrusted by **you**) being induced by a fraudulent scheme, trickery or similar false pretences.
6. caused while the tank or the property at which the tank is stored are being worked upon.
7. arising from any cause which **you** were aware of or should, following reasonable enquiry or investigation, have been aware of prior to the inception of **your policy**.
8. caused by or arising out of damage to **your** premises caused by settling, shrinkage or expansion in buildings or foundations.
9. caused by or resulting from dampness of atmosphere, extreme changes of temperature, heating evaporation, leakage of contents, rust or corrosion, contamination and exposure, unless such **loss** to the semen and/or embryos is caused by an insured peril.

10. caused by or arising from mechanical breakdown, electrical disturbance, latent defect of tank, or faulty material of tank, or faulty workmanship.
11. where there is visible corrosion of the outer shell of the tank.

### Special Conditions – Semen and Embryos

The following special conditions apply to this additional benefit:

1. The tank being used to store the semen and/or embryos is in sound condition, free from any defect and maintained as per the manufacturer's recommendations.
2. The tank is kept raised above the floor such as on top of wood slats, trolley or a rubber mat, to prevent dents or scratches and to allow for ventilation around the tank.
3. Accurate records are kept of weekly checks of the liquid nitrogen in the tank and any action taken.
4. Nothing is placed or stacked on top of the tank.
5. The tank is no more than 5 years old. In the absence of written evidence of the purchase date when new, date of manufacture will be used by **us** to determine the tank's age.

**You** must make all reasonable and necessary efforts to protect the semen and/or embryos from any **loss**. If **you** know about something that could cause a **loss** and **you** do not make reasonable efforts to prevent the **loss** or reduce the risk of the **loss** occurring, then **your** claim may not be paid if the **loss** or damage occurs and **you** could have prevented or reduced that **loss**.

## Section 2: TRANSIT INSURANCE

This Section is only covered if it is shown as included in **your certificate of insurance**.

### What we cover

#### Insured events

We will cover **you** for **accidental loss** or damage to **your goods**, including theft but not theft of **livestock**,

while they are being loaded, unloaded or in transit by land anywhere in **Australia**.

The cover provided by this section for **livestock** is restricted to death as a direct result of:

- the collision or overturning of the **conveying vehicle**; or
- whilst being loaded onto or unloaded from the **conveying vehicle**.

### How we will pay your claim

If **your livestock** are insured by **us** and **we** agree to accept a claim, **we** will pay **you** what **you** would have received for the sale of the **livestock** at the time of the event which caused the damage or destruction. The maximum **we** will pay will be AUD20,000 any one animal up to the sum insured shown in **your certificate of insurance**.

For **goods** other than **livestock** **we** may choose to repair, reinstate or replace **your goods**. If this is not possible, **we** may decide to pay **you** the value of the **goods** based on the cost of **you** replacing them.

**Our** choice will have regard to the circumstances of **your** claim and **we** will consider any preference **you** may have.

For **livestock**, **we** will pay either:

1. the lesser of the sum insured or the **market value** of the **livestock** involved; or
2. the reasonable and necessary costs of temporary storage of any **livestock** to prevent straying after the **loss** or damage.

### What we do not cover

In addition to the **excess** for this section and the General Exclusions that apply to all sections of this **policy**, **you** are not covered for **loss** following:

- theft of **livestock**;
- theft of **goods** other than **livestock** unless by forcible and violent entry to a securely locked vehicle owned by **you**;
- the non-delivery by a contracted carrier.

In addition, **you** are not covered for **loss** of or damage which is directly or indirectly caused by the **conveying vehicle**:

- 
- being used to carry or tow a load greater than that for which the vehicle was designed;
  - being driven in an unsafe or unroadworthy condition;
  - being used for any unlawful purpose;
  - being driven by a person who is not legally licensed to drive that vehicle in **Australia**;
  - being driven by, operated by or in the charge of a person who:
    - has more than the legal limit of alcohol or any drug in their blood;
    - refuses to undergo a legal test for alcohol or drugs.

**We** will not apply the exclusions above if **you** are able to satisfy **us** that **you** were not aware of, and did not allow, the use of the **conveying vehicle** in any of the circumstances listed.

#### **Additional benefit – Section 2: Transit**

##### **1. Clean up costs**

###### **What we cover**

**We** will pay for the cost of removing debris following acceptance by **us** of a valid claim under this section if **your goods** are lost or damaged. The most **we** will pay will be 10% of **your** sum insured for Section 2 or the limit shown on **your certificate of insurance**, whichever the lesser.