



Livestock in Transit

Policy Wording
Australia
June 2020





Important Information

This Policy Wording is dated 15th June 2020 and was prepared on that date by certain underwriters at Lloyd's in respect of Syndicate 2003.

This Policy Wording is designed to help you decide whether the Products described in this Policy Wording are appropriate for you.

You may also use this Policy Wording to compare this financial product with similar financial products offered by other issuers.

This Policy Wording describes the key features of our Products, their benefits, risks, the costs and fees of trading in them and other related information.

You should read this Policy Wording and the terms & conditions in full before making any decision. Some expressions used in this Policy Wording have definitions given in the Definitions section at the end of this Policy Wording.

1.1 About the Insurer

Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003 at Lloyd's.

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at www.fca.org.uk

Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England – Company Number 1815126

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Lloyd's underwriters are authorised and general insurance business in Australia by APRA. <https://www.apra.gov.au/register-general-insurance>

1.2 About Victor

Victor Insurance Australia PTY LTD is acting as the **Master Policy Administrator** under this **Policy**.

Registered Address: One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia, NSW 2000

Registered in Australia

Number: 83 161 243 198

Authorised and Regulated by Australia Securities and Investment Commission

1.3 About the Product

This Policy Wording sets out the cover **We** are able to provide to **You**. **You** need to decide if the limits, type and level of cover are appropriate for **You** and will cover **Your** potential loss. If they are not, **You** may be underinsured and have to bear part of any loss **Yourself**.

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent in Australia. Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications. You can obtain a copy of the code at www.codeofpractice.com.au.

1.4 What the Policy Consists of

Your Policy consists of:

- this **Policy** document, which sets out the details of **Your** cover and its limitations;
- the **Schedule**;
- this Policy Wording; and
- Endorsements**, if any.

You should carefully read and retain this insurance **Policy** documents.

These documents should be read together as they jointly form the contract of insurance between **You** and **Us**. Any new or replacement **Schedule We** may send **You**, detailing changes to this insurance or the **Period of Insurance**, will become the **Schedule**, which **You** should carefully read and retain.

1.5 Cancellation

a. The Master Policyholder's Right to Cancel

The **Master Policyholder** is entitled to cancel this **Policy** by notifying **Us** in writing, by email or by telephone. Any return of premium due to **Us** will be calculated at a

proportional daily rate depending on how long the **Policy** has been in force.

b. Our Right to Cancel

We are entitled to cancel this **Policy**, where **We** are permitted by the Insurance Contracts Act 1984 (Cth). In such circumstances, **We** will do so by giving the **Master Policyholder** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force.

You have no cancellation rights under this **Policy**. However, **You** can opt out of the insurance cover by notifying the **Master Policyholder** at any time, but there will be no return of any premium charged for cover for any transits that have already commenced.

1.6 Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by the laws of the Commonwealth of Australia.

Any summons notice or process to be served upon **Us** may be served upon:

Lloyd's Australia Limited
Level 9
1 O'Connell Street
Sydney NSW 2000
Australia

who has authority to accept service and to enter an appearance on **Our** behalf.

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

1.7 Fair Processing Notice

This **Privacy Notice** describes how certain underwriters at Lloyd's in respect of Syndicate 2003 (for the purpose of this notice "We", "Us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "You") when **We** are providing **Our** insurance and reinsurance services.

The information provided to the **Insurer**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this **Policy**, will be used by the **Insurer** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the **Insurer** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

You have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: compliance@axaxl.com.

We are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **We** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the Office of the Australian Information Commissioner.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

1.8 How to Make a Complaint

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the **Policy** or the handling of a claim **You** should contact the **Master Policy Administrator** through whom this **Policy** was arranged.

If **You** wish to make a complaint, **You** can do so at any time or by referring the matter to:

Victor Insurance Australia PTY LTD
One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia,
NSW 2000
ABN: 83 161 243 198
Email: claims@victorinsurance.com
Telephone: 1 300 179 965

If **You** remain dissatisfied after Victor Insurance Australia PTY LTD has considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from Lloyd's at:

Lloyd's General Representative in Australia
Lloyd's Australia Limited
Level 9
1 O'Connell Street
Sydney NSW 2000
Australia
Email: ldraustralai@lloyds.com
Tel: +61 (0)2 8298 0783
Fax: +61 (0)2 8298 0788

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time Victor Insurance Australia PTY LTD and Lloyd's have taken forty-five (45) calendar days overall to consider **Your** complaint, **You** can refer **Your** complaint to the Australian Financial Complaints Authority (AFCA):

Post: GPO Box 3, Melbourne VIC 3001
Phone: 1800 931 678
Email: info@acfa.org.au

More information can be found on their website www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aim to resolve disputes between **You** and **Us**. AFCA provides fair and independent financial services complaint resolution that is free to consumers. **Your** dispute must be referred to AFCA within two (2) years of the date of **Our** final decision. Determinations made by AFCA are binding on **Us**.

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within six (6) months of the final decision by the Complaints team at Lloyd's.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk
Telephone Number:

From within the United Kingdom

0800 0234 567 calls to this number are free on mobiles and landlines
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44(0)20 7964 0500
Fax Number: +44(0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

2.1 What is Covered

The following levels of cover are available under this **Policy** – the level of cover that **You** have chosen will be stated on **Your Schedule**.

Subject to the terms and conditions of this **Policy** and the **Animal** being in a good state of health and fit for transport at the outset of the **Effective Time**, **We** agree to

insure **You** up to but not exceeding the **Sum Insured** for:

- a. death, physical injury or **Humane Destruction** of the **Animal** including where:
 - i. arising out of compliance with an order of a responsible official who confirmed that, in its opinion, the **Animal** was so uncontrollable (berserk) as to have been a danger to the safety of the public;
 - ii. caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions;
 - iii. caused by the wilful and deliberate act of a third party which was committed without **Your** prior knowledge or connivance
- b. escape and disappearance of the **Animals** from the conveyance in which the **Animals** were travelling as a result of an **Accident** directly involving the conveyance;
- c. theft, pilferage and non-delivery of the **Animal**, provided the police are notified as soon as practicably possible after discovery of the theft, pilferage or non-delivery;
- d. general average sacrifice and/ or salvage contribution that **You** are required to pay under any bill of lading or similar document;

occurring during a **Transit** happening within the **Effective Time**.

Extensions applicable

- 2.2 in the case of physical injury to the **Animal**, at **Our** option We will pay either:
 - a. the cost of agisting the **Animal** to bring it back to its condition prior to the loss, or
 - b. the agreed depreciation in value if it is sold as injured **Animal**.up to but not exceeding the **Sum Insured**.
- 2.3 the cost of mustering **Animals** following an **Accident** up to a maximum of 25% of the **Sum Insured** for each **Animal**.
- 2.4 clean up and disposal costs of **Animals** at any **Accident** site, where **You** are legally or contractually obliged to pay those costs, up to a limit of \$100,000 for any one **Accident** or series of **Accidents** arising from any one **Transit**.
- 2.5 any additional freight or salvage charges that **You** are required to pay to remove the **Animals** from any **Accident** site, including the cost of transport to forward the **Animals** to their intended destination or to return the **Animals** to the place from which they were dispatched, whichever is the closer, up to but not exceeding AUD \$50,000.
- 2.6 the reasonable and necessary costs paid by **You** to avoid or minimise any further death or injury to the **Animals** up to but not exceeding AUD \$10,000.
- 2.7 **We** also agree to cover **You** where the **Transit** is interrupted or terminated due to the insolvency or financial default of the carrier, the extra costs of freight to forward the **Animals** to their intended destination, or to return same to the place from which they were dispatched, up to AUD \$50,000.

What is Not Covered

The following exclusions apply to the **Policy** as a whole, unless stated otherwise.

- 3.1 Bloodstock
- 3.2 Quarantine, Decontamination and Fumigation Costs
- 3.3 Confiscation
- 3.4 Cyber Attack
- 3.5 Government Slaughter
- 3.6 Inoculation, Castration, Spaying or Firing
- 3.7 Loss of Foetus
- 3.8 Loss of Profit or Earnings
- 3.9 Loss of Use
- 3.10 Malicious or Willful Acts and Theft
- 3.11 Medication
- 3.12 Neglect or Lack of Care and Attention
- 3.13 Nuclear, Radioactive Risks and Biological and Chemical Materials
- 3.14 Pre-existing Conditions and Surgical Operations
- 3.15 Salvage by the Government

- 3.16 Shortage or Disappearance
- 3.17 Slaughter
- 3.18 Veterinary Fees
- 3.19 War and Terrorism

Things You must Do

The following conditions apply to the **Policy** as a whole unless stated otherwise.

You must:

- a. ensure that when **Animals** are not in use or travelling, they are kept in an enclosed yard, and provided adequate food and water.
- b. take reasonable care to keep the **Animals** healthy.
- c. comply with the requirements of legislation and of a government or statutory authority.
- d. tell **Us** if **You** no longer have an interest in an **Animal** as soon as practicably possible.
- e. tell **Us** if **You** take out any other insurance which covers an **Animal** as soon as practicably possible.
- f. ensure pregnant females do not exceed 90% of their expected gestation period at any time during the **Transit**.
- g. ensure any female **Animals** have not given birth in the week previous to the **Transit**.
- h. ensure adequate food and water is provided throughout the **Transit**.
- i. ensure loading facilities, stock crates and pens are constructed so that they do not cause injury to **Animals**.
- j. ensure appropriate shelter for the **Animals** from heat, wind and cold are provided during **Transit** and **Incidental Transit**.
- k. ensure the **Animals** are inspected immediately prior to loading by the handler to ensure they are fit to travel. Any **Animals** not fit to travel should be excluded from the **Transit**.
- l. ensure loading densities are adequate for the **Animal** being transported.
- m. ensure the **Animals** are inspected at routine intervals throughout the **Transit**.
- n. ensure the **Animals** are rested at routine intervals throughout the **Transit**, as required.
- o. ensure the drivers of the conveyance used for the **Transit** are experienced with a valid driver's license.
- p. ensure the vehicle used is suitable for the **Transit** of and for the **Animals**. The vehicle must be designed so as to ensure that the **Animals** are contained within the vehicle. Limbs and heads must not be able to protrude outside the sides and top of the vehicle. They must have enough room overhead to enable them to travel in a natural position without injuring their heads or backs and to give them enough air when the vehicle is not moving.
- q. ensure **Animals** are accompanied by a suitable handler at all times.

How to Make a Claim?

In the event of a claim under this **Policy**, **You** must notify **Us** through the **Master Policy Administrator** as soon as practicably possible.

Details for the purposes of claims notification are

Name: **Victor Insurance Australia PTY LTD**

Address: One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia, NSW 2000

ABN: 83 161 243 198

Email: transit.insurance@nutrien.com.au

Telephone: 1300 179 965

Definitions

Certain words when stated in **bold** throughout this Policy Wording have a special meaning as detailed below.

- 4.1 **Accident** means a sudden, unforeseen, and unintended event, directly involving the conveyance used for the **Transit** happening at an identifiable place and time and includes a series of accidents directly involving the conveyance arising out of the one event.
- 4.2 **Animal** means an animal, excluding **Bloodstock**, belonging to **You** or for which **You** have assumed responsibility during a **Transit**.
- 4.3 **Bloodstock** means horses that have been specially bred for racing, competition or breeding. This does not include stock horses.
- 4.4 **Commencement of Cover** means the time cover commences as follows:
In respect of **Animals** that **You**:
- a. purchase through the **Master Policyholder's** auction or online auction, cover commences from the time **You** acquire ownership and intend to **Transit** the **Animal** under this **Policy**
 - b. send to the **Master Policyholder's** auction, cover commences when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit** including **Incidental Transit**.
 - c. sell privately through the **Master Policyholder**, cover commences when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit** including **Incidental Transit**
 - d. purchase privately through the **Master Policyholder**, cover commences when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit**, or
 - e. consign to or from agistment or consign to abattoir through the **Master Policyholder**, cover commences when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit** including **Incidental Transit**
- 4.5 **Competent** means having the necessary ability, knowledge, experience or skill in respect of livestock husbandry, welfare and management.
- 4.6 **Effective Time** means from the **Commencement of Cover** to the **Termination of Cover** specified in the **Schedule** for which **You** are covered and required to pay premium.
- 4.7 **Endorsement** means a change in the terms and conditions of the **Policy** agreed by **Us** that can extend or restrict cover.
- 4.8 **Excess** means the amount **You** contribute towards the cost of a claim as noted on the **Schedule** or elsewhere in the **Policy**.
- 4.9 **Humane Destruction** means
- a. that the **Animal** incurs an injury or is afflicted with an excessively painful illness, and/or disease, and a **Veterinary Surgeon** appointed by **Us** shall first have given a veterinary certificate that the suffering of the **Animal** is incurable and so excessive that immediate destruction is imperative for humane reasons; or
 - b. that the **Animal** incurs an injury and a **Veterinary Surgeon** appointed by **You** shall first have given a certificate that the suffering of the **Animal** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **Veterinary Surgeon** by **Us**.
 - c. that the **Animal** incurs an injury and an independent and **Competent** person confirms that the suffering of the **Animal** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the attendance of a **Veterinary Surgeon**.
- 4.10 **Incidental Transit** means movement of the **Animals** on foot directly relating to a **Transit** and loading or unloading in preparation for **Transit**.
- 4.11 **Medication** means any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the **Animal** under the direction of a **Veterinary Surgeon** for the benefit of the **Animal**.
- 4.12 **Master Policy Administrator** means Victor Insurance Australia PTY LTD.
- 4.13 **Master Policyholder** means Nutrien Ag Solutions. Registered Address: 737 Bourke Street Melbourne Vic, Australia.
- 4.14 **Period of Insurance** means the period stated on the **Schedule**.

- 4.15 Policy** means this document, the **Schedule**, and any applicable **Endorsements**.
- 4.16 Schedule** means the schedule issued by **Us**, which forms part of this **Policy** and shows the **Master Policyholder's Policy** number, the **Master Policyholder's Period of Insurance**, the type of cover selected by the **Master Policyholder**, the **Effective Time** and details of **Your Insurance** and any special terms, limits, conditions, exclusions, **Endorsements** and any **Excess**.
- 4.17 Sum Insured** means either the lesser of:
- \$5,000 any one **Animal** subject to a maximum limit of \$500,000 any one loss or series of losses arising from the one event; and
 - the net invoice value covering the **Animals** whilst in **Transit** (including freight if separately invoiced to the receiver), or
 - if there is no invoice value, the cost of replacing the **Animals**, with similar animals of the same age and condition or as near as possible to that age and condition:
 - for breeding stock, the average published local market value, over 30 days immediately prior to the relevant death of the **Animals**, for **Animals** of a similar type or
 - for meat **Animals**, the average published local market value, over 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.
- 4.18 Termination of Cover** means the time cover terminates as follows:
- In respect of each **Animal**, cover terminates:
- upon the fall of hammer where **You** have proposed the **Animal** for sale at auction or online auction.
 - from the time the **Animal** is positioned on the weighing scales following discharge from the conveying vehicle, provided that cover will not extend beyond 48 hours after arrival of the conveying vehicle at the abattoir for sales of **Animals** to abattoir.
 - from the time the **Animal** enters the preparation feed lot when sent to feed lots.
 - in all other cases, from the time the **Animal** is unloaded into the paddock at the final destination, provided that cover will not extend beyond 48 hours after arrival of the conveying vehicle at the final destination.
- 4.19 Terrorism** means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
- 4.20 Transit** means transits by sea, road (including use of **Your** own vehicle), rail and air, occurring during the **Effective Time** and the **Period of Insurance** and within Australia and its territorial waters.
- 4.21 Veterinary Surgeon** means an experienced veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
- 4.22 War** means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 4.23 We/Us/Our** means certain underwriters at Lloyd's in respect of Syndicate 2003.
- 4.24 You/Your/Yours/Yourself** means nominated livestock owners as declared and stated on the Schedule.





Victor Insurance Australia Pty Ltd. • 1300 179 965 •
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livestocktransit@victorinsurance.com