

Livestock Inland Single Transit Insurance Policy Wording Effectve Date: **01/11/2023**

Insurance products are provided by National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited trading as Vero Insurance ABN 48 005 297 807 AFSL 230 859 each holding a 50% share.

National Transport Insurance is administered on behalf of the insurers by its manager NTI Limited ABN 84 000 746 109 AFSL 237246.

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Important Things You Should Know

Welcome to National Transport Insurance.

Please ensure You read this document thoroughly before You enter into this contract of insurance. You must also ensure that all details as shown in Your Policy Schedule are correct. Let Us know immediately if You need any changes. If You do not understand any part of the Policy, please contact Your insurance broker or Our authorised representative for an explanation.

To properly understand the significant features, benefits and risks of this insurance You need to carefully read:

- about the available type of Cover, benefits and exclusions in the Policy, (the standard Cover provided can be affected by the following);
- the rest of this "Introduction" section this sets out the basis on which We insure You, the duty of disclosure You need to meet before We insure You, Our privacy information, Our dispute resolution procedures and other important information;
- the "Definitions" this sets out what We mean by certain words used in the Policy. These words begin with a capital letter throughout this document;
- the "Exclusions" set out the general exclusions and limitations that apply to the Cover and benefits;
- the "Conditions" and "Claim Responsibilities" sections these set out certain general rights and obligations that You and We have and other Cover restrictions;
- all of the documents that make up the Policy, including the Policy Schedule and any Endorsements or other written changes to the Cover We issue You with - these contain specific details relevant to You and can affect the Cover. Your Policy Schedule may also specify Policy Excesses and other limitations on Your Cover.

Headings are provided for reference only and do not form part of Your Policy for interpretation purposes.

National Transport Insurance

Marine Protect is powered by NTI, Australia's specialist insurer with over 40 years of experience in the insurance industry. With an award winning claims service, You can count on NTI to protect You and Your business. Two of Australia's leading general insurers – Insurance Australia Limited trading as CGU Insurance and AAI Limited trading as Vero Insurance, back NTI – so You can rest assured that You are in safe hands.

Our Livestock Single Transit Product

Livestock Single Transit product is intended for owners of Livestock or senders or receivers who have an insurable interest in the Livestock whilst being transported within Australia.

The Product Features summary table (below) will give You more information but full details of the Coverage and limitations can be found in the main Policy Wording later in this document, which You should read.

Livestock Single Transit		
Cover	 The protection provided for Your Livestock includes death, physical injury, or slaughter for humane reasons during the insured transit Theft Death, physical injury or slaughter caused by strikers and the willful act of a third party (without Your knowledge), during Insured Transit. 	
Additional Benefits	 Automatic Coverage extensions following physical injury to livestock: Agisting Livestock Mustering escaped Livestock Clean-up costs of Livestock at any accident site 	
Circumstances when You are not covered	 All insurance policies have exclusions and conditions and You should read the full Policy wording to familiarise Yourself with the details of these important conditions and exclusions. Some of the things We will not pay for include: failure to pass tests or examinations or inoculation and its after effects slaughter by or at the direction of government or other authorities on account of infectious diseases death or physical injury to a Bloodstock animal loss of market, consequential loss, loss of foetus or loss of use of any description any shortage or disappearance disclosed solely on periodic stocktake 	
Excess	When You make a claim under this Policy You may be asked to pay an Excess. This is the amount You contribute towards the cost of Your claim. Your Policy Schedule shows the base Excess that is payable. In some circumstances there may be an additional Excess.	

Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to extend, vary, change or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

If You do not meet the above duty, We may reject or not fully pay Your claim and / or cancel Your Policy. Our liability will be reduced by an amount that fairly represents the extent to which Our interests have been prejudiced as a result of Your failure to notify Us.

If the misrepresentation was deliberate, reckless or fraudulent We may treat Your Policy as if it never existed.

If, at any time during the Policy You think You may not have met Your duty, please tell Us immediately and We'll let You know whether it has any impact on the cover.

Alteration of Risk

Where the Insurance Contracts Act applies

If You become aware of any changes to the facts or circumstances which existed when this insurance commenced that change the nature of the risk (for example, the nature of Your business operations, or other circumstances that affect the Goods carried) in a way that would increase the risk of loss or damage occurring You must notify Us immediately in writing. If We agree to the change We will do so in writing and You must pay Us any additional Premium We require.

Premium and Costs - How the Premium is calculated

Your Premium may be calculated using all or some of the following:

- The types and value of Livestock to be insured;
- Where the Livestock are to be transported to and from, the mode of transport and distance;
- Sum Insured
- Our obligation to pay relevant government taxes and charges. For example, GST payable in relation to the Policy.

Cooling off and Cancelling Your Policy

You may cancel the Policy at any time prior to the commencement of the Insured Transit by giving Us written notification.

You have 21 days to consider this Policy to be sure You have the Cover You require. If not, You can cancel the Policy within 21 days from the day that Cover began, if the Transit has not commenced. You will receive a full refund of Premium provided that nothing has occurred for which a claim is payable under Your Policy. Some government taxes & duties are not refundable. The cooling off period does not apply if the Insured Transit has commenced and/or You have made a claim.

We may cancel only when the law allows Us to do so, and We will allow three business days notice for You to seek alternative insurance or as otherwise required under the Insurance Contracts Act 1984 (Cth).

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

Privacy Policy

We are committed to safeguarding Your privacy. In complying with the Australian Privacy Principles We will collect and use Your personal information:

- Only for the purpose of providing and administering Our products and services, including keeping You up to date with Our products and services;
- Only for the purpose for which it was collected, which may include disclosing it to third parties with whom We have arrangements to protect Your Privacy.

You may choose not to provide this information, however, NTI may not be able to process Your request.

We will take all reasonable steps to make sure that personal information that We hold about You is accurate, complete, and up to date and that it is protected from misuse, loss or unauthorised access, modification or disclosure. If any information is inaccurate You must contact Us to update Your records. You can request access to Your personal information, by phoning or writing to Us. Information security protocols are in place to minimise the risk of unauthorised access to Your personal information.

In special circumstances, We may decline to release the information but We will not do so unreasonably. In these circumstances, We will give You reasons and You will have the right to request Us to review Our decision using Our complaints handling procedures. We will provide Our reasons in writing upon request.

If You need to make a complaint about Your personal information or make a complaint about a privacy breach You can do so by phoning Us on (07) 3292 9800 or by writing to PO Box 13550 George Street QLD 4003. A copy of NTI's Privacy Policy Statement and Privacy Complaint process can be obtained by visiting NTI's website at **www.nti.com.au**.

Resolving Your Complaints

What You do and who You contact if You have a complaint or dispute involving Us:

If You have a complaint about Your insurance Policy, decisions on Your claims or any of the services You have received from Us or one of Our representatives, You may access Our Complaints process.

The first step is to contact Your closest NTI office or You can contact Us by calling 1300 308 080. Your call will be directed to an appropriate person who can assist You. NTI's details can also be obtained by visiting www.nti.com.au and a brochure on Our Dispute Resolution System is available from all NTI offices.

Complaints

Once You contact Us, Our staff will help You in every way they can.

We will acknowledge receipt of Your complaint promptly or as soon as practicable. We will communicate Our response taking into consideration Your preferences of communicating with Us.

If You are not satisfied with the outcome, Your complaint will be referred to Our employees member's supervisor who will deal with Your complaint promptly.

Internal Dispute Resolution

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. We will provide You with details of Our dispute service and will refer You to a Supervisor or Manager to manage Your complaint. Your complaint will then be treated as a dispute.

If You are still not satisfied Your complaint can be handled through Our Internal Dispute Resolution service by a different employee who has appropriate experience, knowledge and authority to conduct a full review. To access that service, ask the Supervisor or Manager You are dealing with to refer Your complaint to Our Dispute Resolution Officer. Your complaint will then be treated as a dispute.

We have 30 calendar days to respond from the date that Your complaint is received. Our response will include:

- a. reasons for Our decision;
- b. information about how to access Our External Disputes Resolution (EDR) Scheme; and
- c. notify You of the time frame within which You must register Your dispute with the EDR Scheme, (usually within two years of Our final decision).

External Dispute Resolution

Our Internal Dispute Resolution Service is designed to seek to resolve any complaints or disputes that may arise. However, if We are unable to resolve Your dispute to Your satisfaction within 30 days, We will inform You of the reasons for the delay and that You can take Your dispute to Our EDR scheme, administered by the Australian Financial Complaints Authority (AFCA), even if We are still considering it (and provided Your dispute is within AFCA Terms of Reference). We are a member of AFCA which is an ASIC approved external dispute resolution scheme and it may be able to resolve Your dispute. You may be entitled to assistance from the AFCA, however this is subject to the claim circumstances and the AFCA eligibility criteria.

Before the end of that 30 day period We will inform You that You have this right and details of how to access Our EDR Scheme.

AFCA is responsible for monitoring compliance with the General Insurance Code of Practice. It is available to customers and third parties who fall within its Terms of Reference and is an impartial body that is completely independent of Us. AFCA will initially determine whether Your dispute falls within its Terms of Reference and will notify You whether it may proceed to review Your dispute.

Your dispute must be lodged with AFCA within two years of the date of Our final decision.

Where AFCA Terms of Reference do not extend to Your dispute We will advise You to seek independent legal advice or give You information about other external dispute resolution options, if any, that are available to You.

The contact details for AFCA are:

Australian Financial Complaints Authority

National Toll Free number 1800 931 678 GPO Box 3 Melbourne VIC 3001 Email: **info@afca.org.au** Web: **www.afca.org.au**

A brochure on Our Dispute Resolution Service is available from all NTI offices which includes information about the IDR and EDR Services.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice.

We are committed to raising standards of service to Our customers. This Code sets out the minimum standards We will uphold in the services We provide to You and is a practical demonstration of Our commitment to providing a high level of service to Our customers.

If You are interested in obtaining more information about this important industry initiative, You can contact the Insurance Council of Australia or access the Code directly at **www.codeofpractice.com.au**.

The Code aims to:

- describe standards of good practice and service to be met by participating insurers; promote disclosure of information relevant and useful to consumers so as to allow them to make an informed choice and compare one product with another;
- facilitate the education of consumers about their rights and obligations with insurance contracts;
- promote informed and effective relationships between consumers, insurers and authorised representatives; and
- ensure insurers have fair procedures for resolution of disputes between consumers and insurers or consumers and authorised representatives.

More information about the Code can be obtained from Us direct or Our website **www.nti.com.au** or contacting the Insurance Council of Australia ("ICA") directly (the ICA has an office in most capital cities) or via their website at **www.insurancecouncil.com.au**.

GENERAL DEFINITIONS TO THIS POLICY

In this Policy certain words have special meanings. They have the same meanings wherever they appear.

Word	Mooring
Word	Meaning
Animal or Livestock	means any domesticated herd animal or poultry raised for home use or profit or commercial purposes but not kept as a pet (but always excluding Bloodstock).
Bloodstock	means thoroughbred and standardbred horses used for racing, competition and/or breeding.
Conveyance(s)/ Conveying Vehicle	means any motor vehicle, road transport vehicle, train, ship, vessel or aircraft used to transport the Insured Goods, or as otherwise specified in the Policy Schedule.
Cover(s)/Covered/ Coverage	means the benefit and protection provided by this Policy specified in Your Policy Schedule.
Effective Date	means the date and time specified in Your Policy Schedule from which You are Covered.
Excess	means the amount You contribute towards the cost of a claim as noted on the Policy Schedule or elsewhere in the Policy.
GST	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
Headings	when used in Your Policy, are purely descriptive in nature and are not intended to be used for interpretative purposes.
Input Tax Credit	has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.
National Transport Insurance	means National Transport Insurance, a joint venture of the insurers Insurance Australia Limited trading as CGU Insurance ABN 11 000 016 722 AFSL 227681 and AAI Limited trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share.
Premium	means the amount calculated by Us from Your initial disclosure made prior to commencement of Cover, as the amount You must pay for the insurance. This amount does not include government taxes and duties.
Policy	means this document and Your Policy Schedule any declarations and statements You make to Us and any other notice We give You in writing, all to be read together.
Policy Schedule	means the most current Cover details and attachments to them, issued to You by Us. It sets out Your Policy number, the Policy applying, Excess and any special conditions, endorsements and limits which apply to Your Policy.
Stud Stock	means male animals of a particular breed, strain or stock within a species used for the continuance or improvement of a breeding line, including but not limited to bulls, rams, bucks and hogs
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.
We/Our/Ours/Us/ NTI/Underwriter/ Insurer	means National Transport Insurance, administered on behalf of the Insurers by its manager NTI Limited: ABN 84 000 746 109; AFSL 237246.
You/Your/Yours/ Insured/Assured	means the client (person or company) named in the Policy Schedule

OUR AGREEMENT WITH YOU

Based on the information provided and the statements and declarations that You have made in support of Your application for insurance and provided that You have agreed to pay the Premium by the Due Date, We will insure You for the Cover specified in Your Policy Schedule, subject to the terms, conditions and exclusions that are set out in this Policy.

Your Policy consists of:

- a. this Policy document, which sets out the conditions of Cover, exclusions and the terms and conditions that apply to each Policy or level of Cover You have chosen;
- b. the Policy Schedule is a separate document and shows the Cover details that are relevant to Your Policy;

They are all to be read as if they are the one document.

THE COVER

Interest Insured

Livestock belonging to You or for which You have assumed responsibility during a transit.

Conveyances

Transported by sea, road, rail, air and/or Your own vehicle.

Sum Insured Limit

As per the Sum Insured shown in the Policy Schedule, limited as follows:

\$3,000 any one Animal except Studstock which is limited to \$5,000 any one Animal

The Insured Transit

The Insured Transit is for shipments within the Commonwealth of Australia.

The Insured Transit commences when the Livestock enters the Conveyance or its loading ramp for transport and continues during the ordinary course of transit.

The Insured Transit Terminates when the Livestock is discharged from the Conveyance or its loading ramp at the destination.

Temporary Resting of Livestock During Transit

Where required to comply with Government Animal welfare or Livestock management regulations, the Insured Transit shall include a period of up to 7 days break in the ordinary course of transit to allow discharge of Livestock for the purpose of resting or spelling.

Cover

Subject to the insured Livestock being in a good state of health and fit for transport, We will indemnify You unless otherwise excluded under the heading Exclusions, for:

- death, physical injury, or slaughter for humane reasons, of the insured Livestock during the insured transit
- death, physical injury, or slaughter of the insured Livestock during the insured transit arising out of compliance with an order of a responsible official who confirmed that, in their opinion, the Animal was so uncontrollable (berserk) as to have been a danger to the safety of the public
- escape of the insured Livestock resulting in their disappearance from any accident site involving the conveying vehicle
- theft, pilferage and non-delivery of the Livestock, provided police are notified as soon as possible after the theft has
 occurred
- death, physical injury, or slaughter caused by strikers, locked out workers or persons taking part in labour disturbances, riots or civil commotions
- the wilful act of a third party which was committed without the prior knowledge or connivance of the Insured, and
- general average sacrifice and or salvage contribution that the Insured are required to pay under any bill of lading or similar document.

ADDITIONAL BENEFITS

Following a claim under this Policy for which We have agreed to indemnify You, Cover is extended to include:

- 1. in the case of physical injury to insured Livestock We will pay:
 - a. the cost of agisting the Livestock to bring them back to their condition prior to the loss, or
 - b. the agreed depreciation in value if they are sold as injured Livestock.
- 2. the cost of mustering Animals up to a limit of 25% of the sum insured of the Livestock involved, (calculated according to the section of 'How Much We Will Pay' in this Policy)
- 3. clean up and disposal costs of Livestock at any accident site, where You are legally or contractually obliged to pay those costs, up to a maximum of \$50,000 for any one accident or series of accidents arising during any one insured transit
- 4. any additional freight or salvage charges that You are required to pay to remove the Livestock from any accident site, including the cost of transport to forward the Livestock to their intended destination or to return the Livestock to the place from which they were dispatched
- 5. the reasonable costs paid by You to avoid or minimise any further death or injury to the Livestock, and
- 6. where the insured transit is interrupted or terminated due to the insolvency or financial default of the carrier, We will pay the extra costs of freight to forward the Livestock to their intended destination, or to return same to the place from which they were dispatched, up to a maximum of 10% of the sum insured of the Livestock (calculated according to the section of 'How Much We Will Pay' in this Policy).

Terrorism clause

Notwithstanding any provision to the contrary contained in this Policy or the clauses referred to therein, it is agreed that in so far as this Policy covers loss, damage, liability or expense to insured Livestock, arising from Terrorism, such Cover is conditional upon the Livestock insured being in the ordinary course of an insured transit.

HOW MUCH WE WILL PAY

The maximum We will pay You, or other parties agreed with You, for death, physical injury, escape or theft of Livestock is the lesser of:

- a. the net invoice value covering the Livestock whilst in transit (including freight if separately invoiced to the receiver), or
- b. if there is no invoice value, the cost of replacing the Livestock, with similar livestock of the same age and condition or as near as possible to that age and condition.

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

EXCLUSIONS TO THIS POLICY

In no case shall this Policy Cover loss, damage, liability or expense directly or indirectly 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, but this exclusion 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
- e. failure to pass tests or examinations or inoculation and its after effects
- f. slaughter by or at the direction of government or other authorities on account of infectious diseases
- g. death or physical injury as a result of an act of war, whether or not war has been declared, whilst Your Livestock is not on board ship, vessel or aircraft
- h. death or physical injury to a Bloodstock animal
- i. consequential or indirect losses of any description, including loss of market, loss of business opportunity or loss of profits, or any other financial loss incurred following loss or damage to the Livestock insured under this Policy
- j. any shortage or disappearance disclosed solely on periodic stocktake, and
- k. the costs of fumigation, decontamination and or quarantine and related charges or freight costs incurred to or from fumigation, decontamination or quarantine.

Sanction Limitation and Exclusion Clause

In no case shall this Policy Cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any claim or provision of 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 trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, Singapore, Switzerland, United Kingdom or United States of America.

Marine Cyber Endorsement - LMA5403 - 11/11/19

- 1. Subject only to clause 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

EXCLUSIONS TO THIS POLICY

COMMUNICABLE DISEASE EXCLUSION

- 1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to, by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

CONDITIONS TO THIS POLICY

1. Australian law & jurisdiction

This Policy is governed by the laws of Australia. Any disputes relating to this Policy will be determined in accordance with the Law of the state or territory of Australia in which the Policy was issued and will be subject to the exclusive jurisdiction of the courts of Australia.

2. Tax Provisions

Notwithstanding the payment provisions contained in this Policy, We will pay the claimant or payee in respect of the cost of the loss, the amount(s) payable as detailed in this Policy:

- a. plus the amount of any GST due in respect of the payment, where the claimant or payee cannot claim an Input Tax Credit; or
- b. less any input tax credits available to the claimant or payee in respect of the payment, where the claimant or payee can claim an Input Tax Credit.

3. Goods and Services Tax

The amount of Premium paid by You for Your Policy includes an amount for GST on the Premium. As You are a commercial entity, You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You make a claim under Your Policy.

No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to any Input Tax Credit.

Despite the other provisions in this Policy (including provisions in the wordings, Your Policy Schedule or any endorsement) Our liability to You will be calculated taking into account any Input Tax Credit to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

4. Government Taxes and Duties

You must pay all levies, taxes, imposts and/or charges, including but not limited to stamp duty and other similar charges which may be payable to or required to be paid to any government in Australia whether acting through any agency, instrumentality or otherwise in relation to Your Policy.

5. Notices

Where there is more than one of You, any notice given by Us under Your Policy to any one of You will be deemed to be notice given to all of You.

6.Cancellation

You may cancel the Policy at any time prior to the commencement of the Insured Transit by giving Us written notification.

We may only cancel this Policy when permitted to do so by law.

CLAIMS RESPONSIBILITIES

As soon as possible after the death or physical injury of Livestock which may give rise to a claim against Us, You or Your legal representative must:

- 1. advise Us all of the details known to You including the time and location of the death or physical injury of the Livestock and any circumstances that will assist Us to investigate that death or physical injury. This information should be provided to Us in writing, including all supporting documentation such as invoices, consignment notes or communications that You have received from Your customer.
- 2. take all reasonable steps to minimise the loss and avoid or minimise any further death or injury to the Livestock. The reasonable cost of doing this will be reimbursed by Us under the Additional Benefits section in this Policy. Any measures You or We take to save, protect or recover the Livestock shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party; and
- 3. not dispose of any Livestock without giving Us the opportunity to examine same. However, notwithstanding that if any Livestock are required to be removed or disposed of from an accident site on the order of responsible officials, death of the Animal is to be certified by a veterinarian or the official responsible.
- 4. give Us any reasonable information or assistance We require to investigate and process Your claim, including the recovery of Your claim cost if applicable
- 5. provide details of other insurances which may also provide cover on any of the insured Livestock.
- 6. When We settle the claim, We may endeavour to pursue recovery rights against the carrier or any other third party that caused the death of physical injury of the Livestock. You authorise Us to act in Your name in such recovery action, and undertake to give Us reasonable assistance in such actions.

HOW TO CONTACT US

National Office

Level 36, 300 George Street Brisbane QLD 4000 PO Box 13550 George Street QLD 4003 Tel: 07 3292 9800

Email: customercare@nti.com.au

