



IMPORTANT NOTICES (These form part of the Proposal Form)

Our **Financial Services Guide** has been provided to you. It, along with our **Privacy Policy**, may be found on our website www.logans.com.au

These documents set out the terms and conditions of our relationship with you so you may make a decision whether to acquire financial services from Logans.

Make Sure you comply with your Duty of Disclosure

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, complies with the Duty of Disclosure. You should also make enquiries of the person/s who have care of the animal in regard to its health and welfare. The information you disclose is used to underwrite the policy, ensure the cover is appropriate, determine the premium or decline cover. This duty extends until cover is issued and at expiry before entering into a new policy period. In any event livestock policies require notification of any illness or injury at the time it occurs during the policy period.

If you are completing the documentation on behalf of others, please ensure that they are aware and comply with the duty of disclosure so that you may notify us in the completed documentation.

Misrepresentation goes hand in hand with your Duty of Disclosure. Not giving enough information or embellishing information when it is known to be wrong can have the same effect as non-disclosure.

It is important to answer all questions honestly and completely e.g. claims history, cancellation, avoidance, refusal to renew, any unusual features of the risk that may increase the likelihood or cause a claim or changes in the risk at expiry before entering a new period of insurance.

If there are any changes in the risk before returning the documentation, then this must be disclosed in the documentation.

If in doubt it is better to discuss with us. We can then assist in determining what needs to be disclosed.

Duty of Disclosure Notice

Your Duty of Disclosure (LMA9108)

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

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

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 tell us relevant information

If you do not tell us everything you are required to, your contract may be cancelled or it may reduce the amount you will be paid if you make a claim, or both. If your failure to tell us is fraudulent, the claim may be refused, and the contract treated as if it never existed.

Pre-existing Conditions or History of Serious Illness or Injury

Pre-existing conditions and history of serious illness or injury such as colic or laminitis must be notified and will be excluded from the new policy. For an annual policy there is an extension period built into the policy to allow for recovery if it occurred under the previous policy. In some cases, with veterinary reports, the exclusion may be removed by the Underwriters.

Interest of Other Parties

It is important that you notify us if any finance company has loaned money against the animal. If you have leased the animal from an owner, then we need to know this information. If you have partners in the animal, then we need to know their names. In the event of a claim you are legally obligated to tell us this information.

Premium Funding

Where we facilitate premium funding, we will arrange a quote from an external premium funding company. They will pay the premium on your behalf up front and then you will pay them by instalments which includes the set up and interest charges. If we arrange this then we may be paid a commission to cover our costs of setting up the finance. If the loan is cancelled, then the premium funder has a security over the policy and any return premium is paid to them based on the amount outstanding. If there is a balance, then this will be paid to you. You will be completing the premium funders documentation and the contract will be directly with them and independent of Logans.

Cancellation of your policy.

If a policy is cancelled before expiry, we reserve the right to refund the premium less the total commission or fees paid. In addition, we reserve the right to charge a cancellation fee. Other details on cancellation are included in the policy document.

Non-Payment

If you do not pay the premium and associated charges then, in accordance with the law, we will cancel the policy and time on risk premium charged up until this time.

Minimum Premium

The Minimum Premium (MP) is \$200.00 and no refund applies if the policy is cancelled.

Full Premium in The Event of Loss

If the policy period is less than 365 days a full annual premium (FPIL) is payable in the event of any claim.

Remuneration

Logans receives commission based on the premium and in some cases a profit commission based on the overall performance of individual binders. Where Logans acts under a binding authority they act on behalf of the relevant Underwriters and will notify you when this occurs. If we place business outside the binding agreement, then we act on your behalf. Remuneration is covered in the Financial Services Guide located in the documents section of our website.

Complaints or Disputes

In the first instance we need to determine whether the complaint or dispute is against the Underwriter or Logans. Once this is determined then there is a process that must be followed. Logans belongs to the Australian Financial Complaints Authority (AFCA). Our **Financial Services Guide** has more detailed information and is located in the document section of our website. In any event if you have a complaint or dispute the first person to contact is our principal, Richard Logan on 0418 244 345.

Personal Information

Personal information we collect from or about you is for the purpose of your insurance. Such information may be disclosed to and/or collected from others in the course of that insurance eg for underwriting, claims, statistics and payment. You can choose not to provide personal information; however, we may therefore be unable to

provide insurance cover or process claims. Please visit our website or contact us to obtain a copy of our Privacy Policy. Should you wish to update or access the information we hold about you, please contact us.

Sanctions

Various jurisdictions around the world including Australia make it illegal for us or the Insurer to pay out claims to insured's or associates listed on any of the various world Sanction Lists. In addition, Australian law requires us to report any suspected criminal activity or significant cash transactions.

Geographical Limits

The policy does not cover animals outside of Australia and New Zealand unless specifically agreed and noted on the policy schedule.

Value/Sum Insured

Livestock insurance is based around the current market value of the animal at the time of a loss. The value therefore needs to be reviewed regularly. It is therefore important at renewal to review the current market value. You can insure for less than the current market value and in some cases, when agreed by the underwriter and noted on the policy, as an agreed value.