



NUTRIEN AG SOLUTIONS EQUINE PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

February 2023



Nutrien Ag Solutions is an authorised representative of

**MARSH ADVANTAGE
INSURANCE**

Nutrien
Insurance

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PRODUCT DISCLOSURE STATEMENT

This Booklet is Important

Preparation date: 01/Feb/23.

This Product Disclosure Statement ("PDS") contains two parts:

- Important Information – contains general information about **your** insurance; and
- Policy Wording – contains terms and conditions of **your** insurance.

Please read this PDS before applying for insurance. If **we** accept **your** application for insurance, **you** will receive a **schedule** that sets out details of the insurance **you** have taken out.

If **you** need more information about this PDS or **your** insurance, please contact **your broker**.

Important Information: The Purpose of This PDS

This PDS has been prepared to assist **you** in understanding **your** insurance and making an informed choice about **your** insurance needs.

This PDS sets out important information about the insurance and the terms and conditions and limitations of the insurance. The insurance terms and conditions are set out in this PDS under the heading 'POLICY WORDING'.

To determine if this insurance is appropriate for **you**, it is important that **you** read this PDS and Policy Wording carefully as it contains terms, conditions, definitions and exclusions which affect the coverage that **we** are providing. If **you** do not fully understand anything which is in this insurance, please contact **us** and **we** will clarify the situation.

The insurance provides some covers which may be provided to **you** as a retail client under the Corporations Act 2001 (Cth) ('the Act') depending on **your** circumstances. Only the parts of this insurance relevant to cover provided to **you** as a retail client and any other documents **we** tell **you** are included, make up the PDS for the purposes of the Act.

Regulatory Information

- a. AXA XL Underwriting Agencies Limited is the managing agent of Syndicate 2003 at Lloyd's.

AXA XL Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at "<http://www.fca.org.uk/>" www.fca.org.uk

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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 for general insurance business in Australia by APRA. <https://www.apra.gov.au/register-general-insurance>

- b. Victor Insurance Australia PTY LTD is acting as the administrator under this **policy**. Victor Insurance Australia Pty Ltd (Victor Insurance) is an underwriting agency and an Authorised Representative (Number 001276980) of Marsh & McLennan Agency Pty Ltd. ABN 33 000 668 584. AFS Licence Number. 238984. Victor Insurance is a business of Marsh McLennan. **Registered Address:** One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia, NSW 2000

Who is the Insurer?

In this PDS, the **insurer** is also referred to as "**we**", "**us**", or "**our**".

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is

licensed to write non-life insurance business under the Insurance Act 1973 (Cth).

Details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable are set out in the table of Syndicates shown in the **schedule**. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Insurer's Contact Details

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

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

Electronic Communication

We may communicate with **you** electronically via email, text or SMS at the contact details **you** have provided to **us**.

Binding Authority

This insurance is being effected under an authority to bind cover on behalf of the insurer and that in arranging this policy we are acting as agent for the insurer.

Victor Insurance Australia

This placement involves the associated entity of Marsh, Victor Insurance Australia Pty Ltd (ABN 83 161 243 198) who is an underwriting agency

(Victor Australia). Victor Australia is an authorised representative of Marsh McLennan Agency Pty Ltd (AR No 1276980). Victor Australia manage and settle claims for these policies on behalf of the insurance companies. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager.

They receive commission paid to them by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. All commissions and fees include GST and are incorporated within the cost of the product. This remuneration is in addition to our broking fee and/or commission for this class of insurance.

Your insurance

Your insurance is a contract of insurance between **you** and **us**. **Your** insurance includes information on the following:

- when **you** are insured;
- what **you** are covered for;
- what **your** insurance does not cover;
- how **we** pay claims.

When you are insured

Your insurance begins when **we** accept **your** application. The commencement date of **your** insurance will be shown on the **schedule** **we** will send **you**.

The insurance applies for the period for which **you** have paid **us** (or agreed to pay **us**) the **premium**. **You** may pay **your premium** by cash, cheque or credit card. If **your** cheque or credit card is dishonoured by **your** financial institution, **you** are not insured

Applying for Cover

When **you** apply for this insurance, **you** will need to complete a proposal form. **We** will use and rely on the information supplied by **you** to decide the terms of cover **we** will provide. **We** provide cover to **you** on the

terms contained in this document and any **schedule** issued to **you**.

The **schedule** will contain important information relevant to **your** insurance including

- the **period of insurance**,
- **your premium**,
- details of **your horse(s)**,
- the **deductible** that will apply to **you** and others and
- whether any standard terms have been varied by way of **endorsement**.

All of these make up **your** insurance with **us**. **You** need to keep these documents in a safe place together with receipts and other evidence of ownership and value of **horse(s)** **you** insure.

Before expiry, **we** will send **you** a renewal notice which tells **you** whether **we** will renew and on what terms.

Summary of Cover and Other Significant Matters

By way of summary, the principal covers available are:

Section 1 – Death of an Insured Horse

Death or **humane destruction** of the **horse** caused by any **accident, injury, illness or disease**, up to the **sum(s) insured**, during the **period of insurance**. Cover is provided Australia-wide including whilst in transit within Australia.

Also, for annual policies only, death or **humane destruction** of the **horse** caused by any **accident, injury, illness or disease**, up to the **sum(s) insured** occurring within ninety (90) days after expiry of the **period of insurance**, provided that **you** have notified **your broker** during the **period of insurance** of such **accident, injury, illness or disease**.

Section 2 – Theft

Theft of the **horse**, or death or **humane destruction** of the **horse** directly resulting from theft of the **horse**, occurring during the **period of insurance**, up to the **sum(s) insured**.

Significant Risks

You need to make sure that the cover provided by this insurance is appropriate for **your** requirements. **We** only provide cover up to the amount(s) and the limit(s) and **sum(s) insured** shown in **your schedule**, subject to the **policy** terms, conditions and exclusions.

A **deductible** may apply when **you** make a claim. A **deductible** is the first part of a claim **you** must pay and will apply each time a successful claim is made. When a **deductible** applies, at **your** option, **we** will either reduce the amount **we** pay for a claim by the amount of the **deductible**, or **we** will ask **you** to pay it before **we** make a claim payment. Any **deductible** that applies will be shown in **your schedule**.

We only cover **your** interest in the insured **horse(s)** unless **we** specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount **we** pay under a claim in certain circumstances, including:

- where an exclusion applies (refer to each **insured** section for full details of when cover is NOT provided, these can be found under the heading "What is Not Covered" of each **insured** section);
- if **you** do not comply with the terms and conditions of **your** policy;
- if **you** do not comply with **your** duty to take care not to make a misrepresentation or make a misrepresentation; or
- if **you** make a fraudulent claim.

We may also cancel **your** insurance in certain circumstances permitted by law, e.g. if **you** fail to comply with a condition or breach **your** duty to take care not to make a misrepresentation.

Cost of the Insurance

The insurance provided is subject to **your** payment of the **premium** **we** require by the agreed time. In order to calculate **your premium** **we** take

various factors into consideration, including:

- the type of cover requested;
- the **sum(s) insured**; and **Your** previous insurance and claims history.

Your premium also includes amounts that take into account **our** actual or estimated obligation to pay any relevant compulsory government charges, taxes or levies (for example Stamp Duty, GST and any Fire Services Levy where applicable) in relation to **your** insurance. **We** will tell **you** when **you** apply what **premium** is payable, when it needs to be paid and how it can be paid. If **you** buy this insurance, the amounts due will be clearly set out in **your schedule**.

Your Duty to take care not to make a misrepresentation

When **we** agree to insure **you**, or to renew, extend, reinstate or vary **your** contract of insurance, **our** decision is based upon the accuracy and completeness of the information **you** provide to **us**.

Before entering into a contract of insurance with **us**, or renewing, extending, reinstating or varying **your** contract of insurance with **us**, **you** have a duty to take all reasonable care not to make a misrepresentation to **us** that may affect **our** decision to insure **you** and on what terms. **You** have that duty after proposal, and up until the time **we** agree to insure **you**. This means **you** have an obligation to take reasonable care to be honest, accurate and complete in the answers to the questions **we** ask **you**. In doing so, **you** also need to make sure **you** provide answers for anyone else to whom the questions apply. If **you** do not tell **us** about a change to something **you** have previously told **us**, **we** will take this to mean that there is no change.

If there has been a breach of this duty, **we** may reduce or deny a claim made by **you** or anyone else insured under **your** insurance or cancel **your** insurance altogether. If **your** failure is fraudulent, **we** may refuse to pay a claim and treat this insurance as if it never existed.

We never want to have to do that, so **you** must answer the questions we ask **you** honestly, completely and accurately whenever **we** interact with **you** in relation to **your** insurance.

If **you** are unsure about any questions **we** ask **you**, or any answers **you** wish to give, please tell **us**.

Cooling Off Period and Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**,

whichever is the later.

If this insurance is cancelled by **you** or **us**, provided **you** have not made a claim, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for any time for which **you** have been covered and any applicable fee to cover **our** administration costs. This will be calculated on a proportional basis. For example, if **your period of insurance** is twelve (12) months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual **premium**.

If **you** cancel this insurance outside the cooling off period, there will be a minimum charge of 30% of the premium or the pro rata premium from date of cancellation until expiry, whichever is greater, to cover the cost of providing this insurance.

Any additional **premium** due to **us** during the **period of insurance** for additional risks will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any **horse** covered under this insurance, whether by settlement, compromise or otherwise, no return of **premium** will be made.

Cancellation of this insurance by **us** does not affect the treatment of any claim arising under this insurance in the period before cancellation.

How to Make a Claim

Any claim (death, injury, illness of the **horse**) or circumstances that may lead to the claim should be reported to **your** broker as soon as reasonably practicable.

Before **we** pay any claim, **we** require evidence of **your** ownership of any **horse** insured under the **policy** and the evidence as to the extent of loss or damage. Please ensure that, where possible, **you** keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

General Insurance Code of Practice ("Code")

The General Insurance Code of Practice (the Code) was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. **We** are a signatory to the Code. Further information about the Code and **Your** rights under it can be found at www.codeofpractice.com.au and upon request.

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

How to Provide Feedback or Resolve a Complaint or Dispute

Your Feedback

We value **your** feedback. Whether it's a compliment or a complaint, **we** are continuously seeking to learn from **your** experience and enhance **our** service. Similarly, if **you** have any suggestions or general feedback about **our** products, policies and procedures and what **we** could do better, **we** would like to hear from **you**.

How to Make a Complaint

There are established procedures for dealing with complaints and disputes regarding **your policy** or claim. **You** may be able to take advantage of the complaints service.

How We Handle Complaints

If **you** have any concerns or wish to make a complaint in relation to this **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 **your** Lloyd's insurance intermediary or the administrator handling **your** claim in the first instance.

Administrator: Victor Insurance Australia PTY LTD

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

ABN: 83 161 243 198

Email: GEquine@victorinsurance.com

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 contact details are:

Lloyd's Australia Limited

Email: 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

Post: GPO Box 3 Melbourne VIC 3001

Website: 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 (UK) 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 Underwriters accepting this Insurance agree that:

1. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
2. any summons notice or process to be served upon the Underwriters 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 the Underwriters' behalf;

3. if a suit is instituted against any of the Underwriters, all Underwriters 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 **policy** notice should be given as soon as practicable to:

claims@victorinsurance.com

Telephone: 1 300 179 965

Privacy

We are committed to safeguarding and protecting **your** privacy. **We** are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. **We** will only collect personal information from **you** to allow **us** to quote on and insure **your** risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide your personal information to others, such as our related bodies corporate, other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. **We** will not under any circumstances trade, rent or sell your information.

If **you** do not provide **us** with complete, accurate and up-to-date information, **we** cannot properly quote for **your** insurance and **we** cannot insure **you**. If **you** provide **us** with personal information about anyone else, **we** will rely on **you** to have told them that **you** will provide their information to **us**, to whom we may provide it, the purposes for which **we** will use it and that they can access it. If the information is sensitive, **we** rely on **you** to have obtained their consent on these matters.

If **you** wish to access or correct **your** personal information, or wish to raise any concerns as to how **we** handle your personal information, please write to please write to Victor Insurance Australia Pty Ltd via email

GEquine@victorinsurance.com or <https://www.lloyds.com>

Full details of the privacy policy for Marsh Group companies can be found on

<https://www.marsh.com/au/privacy-notice.html>

For more information about how **your** insurer uses **your** personal information please see their full privacy notice, which is available in the Privacy section of their website <https://www.lloyds.com/> or in other formats on request.

Confirming Transactions

You may contact **us** in writing or by phone to confirm any transaction under **your** insurance if **you** or **your** advisor do not already have the required insurance confirmation details.

Updating this Product Disclosure Statement

Information in this PDS may need to be updated from time to time where required and permitted by law. **You** can obtain a paper copy of any updated information without charge by calling **us** on the contact details provided in this document. If the update is to correct a misleading or deceptive statement or an omission that is materially adverse from the point of view of a reasonable person deciding whether to acquire the insurance, **we** will provide **you** with a new PDS or a Supplementary PDS.

POLICY WORDING

A. Your Insurance Contract

In return for payment of the **premium** shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this **policy**, for the death or **humane destruction** of an **insured horse** caused by any **accident, injury, illness** or disease happening during the **period of insurance**.

We also agree to insure **you** against theft of **your horse**.

B. Definitions

Wherever the following words appear in bold they will have the meanings shown below.

> Accident or Accidental

means a sudden, unexpected, unintended and specific event which occurs at an identifiable time and place and which occurs during the **period of insurance**.

> After-care

Means **Veterinary Treatment** to **Your Horse** arising from **Emergency Life Saving Surgery** while **Your Horse** is kept at the premises where the **Emergency Life Saving Surgery** was performed.

> Claiming race / claiming races

means any claiming, selling, auction, combination or other type of race in which the ownership interest of the **horse** can change.

> Deductible

means the first part of any claim to be paid by **you** in the event of a loss or losses covered by this **policy**. Such amount is shown in **your schedule** where it applies.

> Endorsement

means a change in the terms and conditions of this insurance agreed by **you** and **us**. Endorsements which apply to **your** insurance (if any) will be shown in the **schedule** and detailed at the end of this document.

> Fair market value

means the price at which ownership of the **horse** 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 **horse** and current market conditions (see "Changes in Fair market value" section).

> Horse / horse(s) / horses

means any horse or horses shown in the **schedule** that **you** either own outright or **you** have a financial interest in.

> Humane destruction

means the destruction of the **horse** by a **veterinary surgeon**, where the **horse** suffers an **injury** or is afflicted with an excessively painful disease and the suffering of the **horse** is incurable and so excessive that immediate destruction is necessary for humane reasons.

Please note that conditions apply in the event of **humane destruction**; please see the "How to Make a Claim" section.

> Impotent

means the failure of the stallion to achieve intromission.

> Infertile

means sterile.

> Injury

means sudden physical injury caused immediately by an **accident**, not any physical injury that happens gradually over a period of time.

> Medication

means any drug, hormone, vitamin, protein or other substance for use on the **horse** under the direction of a **veterinary surgeon**, other than unadulterated food or drink.

> Period of insurance

means the time for which this insurance is in place as shown in the **schedule**, or as amended subsequently by **endorsement**.

> Policy

means this document, the **schedule**, and any other document which is agreed to form part of the **policy** such as **endorsements**.

> Post-mortem

means the examination of the **horse** after its death and preparation of a written report. The report must include a necropsy examination, made by a **veterinary surgeon** including, establishing the identity, the cause of death or the reason for the **humane destruction** of the **horse**.

> Premium

means the amount **you** must pay for this insurance as shown in the **schedule** and/or any **endorsements**.

> Schedule

means the document showing **your** name, **horse(s)** insured and the **sums insured**, and the **period of insurance**.

> Serving mares

means achieving intromission.

> Stallion

means whole or part interest of the stallion or stallions specifically listed in the **schedule** for coverage under this **endorsement**.

> Sum(s) insured

means the maximum amount **we** will pay **you** as shown in the **schedule**.

> Terrorist activity

means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to:

- actual harm to **you**;
- damage to **your horse** or other property;
- use of any application, software or programme in connection with any electronic equipment (for example a computer, laptop, smartphone, tablet or internet capable electronic device) or computer virus.

> Veterinary surgeon

means a veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice equine veterinary medicine.

> Veterinary treatment

means consultation, advice, examination, test, scan, medication, and/or surgery required to treat **your horse** for an **injury** as a result of an **accident**, an illness or disease provided by a **veterinary surgeon** including nursing by a veterinary nurse or other member of the veterinary practice under the **veterinary surgeon's** supervision excluding **complementary treatment**, Livery or Transport.

> We / us / our / insurer

Certain Underwriters at Lloyd's in respect of Syndicate 2003.

> You / your / insured

means the person(s), partnership, trust, corporation or organisation stated as the "Insured" in the **schedule**.

> **Your broker**
means the insurance broker or intermediary who arranged this insurance on **your** behalf.

C. Policy Conditions

Making a claim

If **you** want to make a claim under this insurance please:

- a. Contact **your broker** in the first instance to see what assistance they can provide.
- b. Make sure **you** read and comply with the "How to Make a Claim" section. If **you** don't, **we** may be able to refuse to pay or reduce a claim **you** make and/or cancel this insurance, or treat it as if it never existed, subject to relevant law.

Assumed liability and waived rights

If **you** have entered into an agreement with another party it may adversely affect **your** rights to cover under this insurance:

- a. Where **you** have agreed to a larger liability than would apply had **you** not entered into that agreement; or
- b. Where the agreement means that **you** are prevented from making a full recovery from that party.

See "When **We** Can Refuse to Pay or Reduce the Amount Paid Under a Claim" for further information.

Third party interests

Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Insurance Contracts Act 1984 (Cth).

Any person entitled to any benefit under this insurance:

- a. Has, in relation to their claim, the same obligations to **us** as they would have if they were **you**; and
- b. May discharge **your** obligations in relation to any loss.

We also have the same defences to an action by such persons or companies or other entities as **we** would have in an action by **you**, including, but not limited to, defences relating to conduct (whether the conduct occurred before or after the contract was entered into).

When we can refuse to pay or reduce the amount paid under a claim

- a. **We** may refuse to pay or reduce the amount paid under a claim to the extent permitted by law.
- b. The situations in which **we** may refuse to pay or reduce the amount paid under a claim under this insurance include (but are not limited to):
 - i. When **you** apply for cover (this includes new business, variations and renewals) and **you** do not comply with **your** obligations regarding pre contractual disclosures and representations to **us** under the Insurance Contracts Act 1984 (Cth) (including where applicable the Duty to take care not to make a misrepresentation);
 - ii. If **you** do not comply with or meet a term of this insurance – See "If **You** Do Not Comply With or Meet any Policy Term" section for more detail;
 - iii. **You** make a fraudulent claim – See "Fraudulent Claims" section;
 - iv. Where **you** have not acted, or are not acting, in accordance with **your** duty of utmost good faith under the Insurance Contracts Act 1984 (Cth) – See "Duty of Utmost Good Faith" section;
 - v. The effect of other insurance: If at the time of death or **humane destruction** of the **horse you** have any other insurance in force in respect of the **horse** (whether or not such insurance is valid or collectable), then subject to the provisions of the Insurance Contracts Act 1984, **We** reserve the right to seek contribution from such other insurer(s). Where a claim is made, **you** shall give written notice as soon as practicable to **us** of any other insurance or insurances effected covering the same risk.

The amount of any claim entitlement can also be affected and/or reduced by any limits (including any time limits) that apply. This **policy** sets out the relevant limits and when they apply to a claim.

If you do not comply with or meet any policy term

We will only rely on any rights **we** have regarding the operation of or breach of a term of this **policy** to the extent permitted by law (including **our** right to refuse or reduce a claim noted above). **You** need to seek **your** own advice regarding all relevant legal rights **you** may have.

Some terms in this insurance allow **us** to refuse to pay or reduce a claim (in whole or part) by reason of an act by **you** or some other person that occurred after the **policy** was entered into (including variations or renewals). Subject to **our** rights in relation to fraudulent claims explained below, by reason of section 54 of the Insurance Contracts Act 1984 (Cth), where this insurance allows **us** to refuse to pay or reduce a claim (in whole or part) by reason of an act by **you** or some other person that occurred after this insurance was entered into, **we** will exercise **our** rights under this insurance as explained below (Refer to the Insurance Contracts Act 1984 (Cth) for full details).

Under section 54, an "act" by **you** or some other person includes an omission and an act or omission that has the effect of altering the state or condition of the subject-matter of this insurance or of allowing the state or condition of that subject-matter to alter.

How **we** exercise **our** rights where section 54 applies (unless there is a fraudulent claim):

Where:

- a. The act was necessary to protect the safety of a person or to preserve property;
- b. It was not reasonably possible for **you** or the other person not to do the act; or
- c. **You** prove that no part of the loss that gave rise to the claim was caused by the act,

we will not refuse to pay or reduce the claim by reason only of that act.

Where the act:

- a. Could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by this **policy**; or
- b. Could reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by this **policy** but **you** prove that some part of the loss that gave rise to the claim was not caused by the act, **we** may not refuse to pay the claim, so far as it concerns that part of the loss but,

we can reduce **our** liability in respect of the claim by an amount that fairly represents the extent to which **our** interests were prejudiced as a result of that act.

Where the act could reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by this insurance, **we** may refuse to pay the claim.

Fraudulent claims

In all cases, where a claim is made fraudulently under:

- a) This **policy**; or
- b) The Insurance Contracts Act 1984 (Cth) against **us** by a person other than **you**,

we may refuse payment of the claim to the extent permitted by law. Under section 56(2) of the Insurance Contracts Act 1984 (Cth) a court may, if only a minimal or insignificant part of the claim is made fraudulently and non-payment of the remainder of the claim would be harsh and unfair, order **us** to pay, in relation to the claim, such amount (if any) as is just and equitable in the circumstances (refer to the Insurance Contracts Act 1984 (Cth) for full details).

Some terms allow **us** to refuse or reduce a claim because of pre-existing defects or imperfections in a **horse** existing before this insurance was entered into.

Where: a claim is made in respect of a loss that occurred as a result, in whole or in part, of

- a) a defect or imperfection of the **horse**; and
- b) at the time when the contract was entered into **you** were

not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

we may not rely on any provision included in this insurance that has the effect of limiting or excluding **our** liability under this insurance by reference to the condition, at a time before this insurance was entered into (refer to the Insurance Contracts Act 1984 (Cth) for full details).

Duty of utmost good faith

Section 13 of the Insurance Contracts Act 1984 (Cth) requires each party to this insurance to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.

Section 14 of the Insurance Contracts Act 1984 (Cth) provides that if reliance by a party to the **policy** on a provision of the **policy** would be to fail to act with the utmost good faith, the party may not rely on the provision.

Refer to the *Insurance Contracts Act 1984* (Cth) for full details.

Health of Covered Horse(s)

- a. At the start of the **period of insurance**:
 - i. **you** must have confirmed that the **horse** is in sound health and free from any illness, disease, lameness, injury, disability or physical abnormality whatsoever; or
 - ii. **you** must have told **us** about any illness, disease, lameness, injury, disability or physical abnormality whatsoever affecting the **horse** and any such disclosure will be reviewed by **us** before cover is confirmed in writing.

You must also comply with either a) or b) above before any changes are made to this insurance, for example:

- any increase in **sum insured** on the **horse**; and/or
 - any **horse** added to this insurance; and/or
 - any other extension of or addition to this insurance.
- b. If you submit a Veterinary Certificate or a Declaration of Health **you** must also comply this Condition by telling **us** about the health of the **horse**. However, if **we** accept a Veterinary Certificate or a Declaration of Health then the burden is on **us** to prove that the **horse** was not in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever at the start of the **period of insurance** for the **horse**.
 - c. **You** must at all times provide proper care and attention for the **horse** and take reasonable steps to avoid or minimise any loss covered under this insurance.
 - d. In the event of any **accident**, illness, disease, lameness, injury, or physical disability suffered by the **horse**, **you** must as soon as reasonably practicable and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as reasonably practicable notify **your broker**. **Your** broker may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.
 - e. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance will cease to cover the **horse** immediately if **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. For the purpose of this clause the term "sole owner" extends to include **you** acting as authorised agent for one or more owners of the **horse** or stated interest in the **schedule**.
 - f. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale, up to a maximum of ten (10) days following the day of the auction. If **you** own a part-share of a **horse**, any claims payment will be limited to a maximum of **your** financial interest.
 - g. The **horse** must remain within the Geographical Limits stated in the **schedule** during the **period of insurance**.
 - h. **You** must notify **your broker** in the event of the **horse** being operated upon for castration or spaying, prior to the day of such procedure.

Notifying Us of Any Changes

You must notify **your broker** as soon as reasonably practicable if **you** become aware of any changes in the information **you** have provided to **us** at any time before or during any **period of insurance**. All notifications must be made in writing, by email, or by telephone.

Changes to the information **you** have provided could result in **you** having to pay an additional **premium** or in **us** amending the terms of this **policy**.

If **you** want to increase the **sum insured** on the **horse**; add a **horse** to this insurance or extend/add to this **policy**, **you** must:

- a. confirm that the **horse** is in sound health and free from any illness, disease, disability or physical abnormality whatsoever; or
- b. tell **us** about any illness, disease, disability or physical abnormality whatsoever affecting the **horse** and any such disclosure will be reviewed by **us** before **we** agree to make any changes to this insurance.

Any changes to this **policy** will be confirmed by **us** in writing.

Changes in Fair market value

You should review the **sum insured** as shown in the **schedule** on a regular basis to ensure it accurately reflects the **fair market value** of the **horse**.

You must notify **your broker** as soon as reasonably practicable of any change in the **fair market value** of the **horse**. This includes, for example, changes in **fair market value** as a result of public auctions, **claiming races**, or castration.

If at any time during the **period of insurance** the **horse** is:

- a. entered or raced in any **claiming race** in which **your** financial interest in the **horse** could have been claimed or sold at a price that is less than the **sum insured** shown in the **schedule**, then the **sum insured** shall automatically be reduced to the lowest amount for which **your** financial interest in the **horse** could have been claimed or sold in such race; or
- b. entered but not sold in a public or private auction and the **sum insured** for the **horse** exceeds the highest amount bid in such auction for **your** financial interest in the **horse**, then the **sum insured** shown in the **schedule** shall automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **horse**; or
- c. entered in a public or private auction and the terms of the contract of sale are not satisfied and/or the sale is not completed, then the **sum insured** shown in the **schedule** shall be amended to not exceed the **fair market value** at the time of the auction, taking into account any defects (physical or otherwise) in the **horse** that prevented completion of the sale.

If the **sum insured** shown in the **schedule** is reduced for one of the above reasons, **you** may be entitled to a return of some of **your premium**. If so, **we** will calculate the new daily cost of providing the reduced amount of cover **you** require for the remainder of the **period of insurance** and **we** will refund any savings to **you**.

Cancelling This Insurance

You can cancel this insurance at any time by notifying **your broker**.

We can cancel this insurance by giving **you** fourteen (14) days' notice in writing, pursuant to any right at law and as set out in the Insurance Contracts Act 1984 (Cth). **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of **premium**
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover

If this insurance is cancelled by **you** or **us**, provided **you** have not made a claim, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for any time for which **you** have been covered and any applicable fee to cover **our** administration costs. This will be calculated on a proportional basis. For example, if **your period of insurance** is twelve (12) months and **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual **premium**.

If **you** cancel this insurance outside the cooling off period, there will be a minimum charge of 30% of the premium or the pro rata premium from date of cancellation until expiry, whichever is greater, to cover the cost of providing this insurance.

Any additional **premium** due to **us** during the **period of insurance** for additional risks will be retained by **us** in full, which includes, for example, cover for surgical operations, transit and infertility.

If a claim is paid on any **horse** covered under this insurance, whether by settlement, compromise or otherwise, no return of **premium** will be made.

Cancellation of this insurance by **us** does not affect the treatment of any claim arising under this insurance in the period before cancellation.

Choice of Law and Jurisdiction

In accepting this Insurance, **we** agree that:

- a. if a dispute arises under this Insurance, this Insurance will be subject to the law and practice of the Commonwealth of Australia and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia; any summons notice or process to be served upon the Underwriters 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 the Underwriters' behalf;

- b. if a suit is instituted against any of the Underwriters, all Underwriters 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 as soon as reasonably practicable notice should be given to either **your** Lloyd's insurance intermediary or to the administrator handling **your** claim.

D. Death of the Insured Horse

What is Covered

In the event of the death of the **horse** or its **humane destruction** **we** will pay **you** the **fair market value** of the **horse** up to the **sum insured** stated in the **schedule**, provided that the death or **humane destruction**:

- a. is caused by any **accident, injury**, illness or disease; and
- b. occurs during the **period of insurance**; or for annual policies only, within ninety (90) days after expiry of the **period of insurance** provided that **you** have notified **your broker** during the **period of insurance** of such **accident, injury**, illness or disease. (See "Things **You** Must Do" in the "How to Make a Claim" section).

What is Not Covered

We will not pay for:

- a. death, intentional slaughter or **humane destruction** of the **horse** in any way caused by or resulting from an outbreak or suspected outbreak of a disease where the **horse** becomes subject to a government or public or local authority quarantine and/or restriction order relating to that disease.
- b. intentional slaughter of the **horse**.

However, **we** will pay:

- i. where **we** have expressly agreed to the destruction of the **horse**; or
- ii. in the case of **humane destruction** other than where the **horse** is subject to a government or public or local authority quarantine and/or restriction order as described in 1. above; or
- iii. where the **horse** is destroyed, whilst on board an aircraft, and such destruction is carried out by or on the order of the person responsible for the aircraft at the time. However, **we** will only pay if it is later confirmed by a sworn statement by that person that in their opinion the **horse** was so uncontrollable as to have been a danger to

the safety of the aircraft, crew, passengers or cargo.

- c. death or **humane destruction** in any way caused by or resulting from one or more of the following:
 - i. any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been required due to an **accident, injury**, illness or disease occurring during the **period of insurance** and carried out in an emergency attempt to save the **horse's** life;
 - ii. the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel directed by him/her) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by **accident, injury**, illness or disease occurring during the **period of insurance**;
 - iii. malicious or wilful injury or criminal or intentional acts or omissions by **you**;
 - iv. failure by **you** to provide proper care and attention for the **horse**, or failure by **you** to take reasonable steps to avoid or minimise any loss;
 - v. use of the **horse** for a purpose other than that stated in the **schedule**.

E. Theft of the Insured Horse

What is Covered

Subject to all of the terms and conditions of this **policy** and the additional important conditions below, following:

- a. theft of the **horse**; or
- b. death or **humane destruction** of the **horse** directly resulting from theft of the **horse**

which occurs during the **period of insurance**, **we** will pay **you** the **fair market value** of the **horse** at the time of the theft up to the **sum insured** stated in the **schedule**.

What is Not Covered

We will not pay for any loss in any way:

- a. arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of **you** being induced by fraud, trickery or similar false pretences; or
- b. relating to any embryo within a mare or for any of her foals unless the embryo or foal is listed separately in the **schedule**. or
- c. relating to the payment, or promise to pay, any ransom or demand made by anyone in relation to any insured **horse**

Additional Conditions

We will not pay for any loss of the **horse** by theft until ninety (90) days after the incident is reported to **us** and **we** will only pay if the **horse** has not been recovered during that period.

In the event **we** make any payment under this additional coverage, **we** reserve the right to take title and possession of the **horse** if it is subsequently recovered.

If any of the following important conditions are breached, **we** may not pay **your** claim or **we** may cancel **your** insurance:

- a. In the 12 months prior to the **period of insurance** there must have been:
 - i. no theft or attempted theft of the **horse** or any other **horse** at the property where the **horse** is kept, or
 - ii. no threat made against **you** or the **horse**.
- b. **You** must as soon as reasonably practicable report the theft of the **horse** to **us** and to the local Police, obtain an incident number and follow their recommendations.

F. Optional Extensions:

The following optional extensions are only included if they are shown as "Included" in **your schedule**.

1. Life Saving Surgical Fees Extension including Snake Bite Treatment

This extension is subject otherwise to the terms, exclusions and conditions of this **policy**.

What is covered

We will:

- a. reimburse you for reasonable and customary fees for emergency general anaesthetic surgical procedures to save the life of the **horse**, and
- b. pay for reasonable and customary after care while the **horse** is kept on the premises where such life saving surgery is performed subject always to the total amount payable under this extension in respect of the **horse** not exceeding the **sum insured** shown in **your schedule** under Optional Extension 1, or the **fair market value** of the horse at the time of life saving surgical procedure (up to but not exceeding the **sum insured** specified for the **horse** in the **schedule**) whichever sum is the lesser, and,
- c. **veterinary treatment** up to the **sum insured** shown against this extension in **your schedule**, to save the life of the **horse** as a result of a snake bite as diagnosed by a **veterinary surgeon**

up to but not exceeding in all in the **period of insurance** the **sum insured** specified in the **schedule** and after the deduction of the respective **deductible** shown in **your schedule** for this extension.

What is not covered:

We will not pay for:

- a. any surgery not performed by a **veterinary surgeon** in a school of veterinary medicine or surgical clinic.
- b. Conditions existing, diagnosed or treated prior to the commencement of coverage under this **policy**.
- c. Any examination, medical treatment or medication unless it is given in conjunction with the insured surgical procedure being claimed or a confirmed snake bite diagnosed by a **veterinary surgeon**.
- d. Operations not performed under general anaesthesia.
- e. Any elective or voluntary surgical procedure.
- f. Any after care costs in excess of 50% of the total cost of surgery.
- g. Any after care costs after 15 days from time of surgery.
- h. Death benefits.
- i. Post-mortem surgical operations.
- j. any surgical procedures rendered necessary by or contributed to by illness or disease.

Additional Conditions applicable to this extension

The following are Additional Conditions under this Extension:

- a. **You** shall provide **us** within 21 days a report signed by the treating **veterinary surgeon** describing the surgery performed and describing the condition of the **horse**.
- b. **You** shall also provide to **us** copies of all invoices for which the claim is made.

2. Stallion Permanent Total Disability Extension

This extension is subject otherwise to the terms, exclusions and conditions of this **policy**.

What is covered

Subject to all of the terms and conditions of the insurance to which this extension relates and subject to the additional conditions below, it is agreed that this insurance is extended to provide cover in the event of the **stallion** becoming, during the **period of insurance**, totally and permanently:

- a. **impotent**; or
- b. **infertile**; or
- c. incapable of **servicing mares**.

as a result of an **accident, injury**, illness or disease first occurring and first manifesting itself during the **period of insurance**.

This cover is limited to the **fair market value** of the **stallion** immediately prior to the **accident** occurring or first manifestation of the **injury**, illness or disease giving rise to the loss, but shall not exceed the **sum insured** specified in the **schedule**.

Any amount **we** pay will be less the **deductible** shown in **your schedule** for this extension.

What is not covered

This extension does not provide cover for any loss arising from the death, theft or **humane destruction** of the **stallion**.

Additional Conditions applicable to this extension

- a. **You** must as soon as practicable notify **your broker** in accordance with the "How to make a claim" section of the **policy**, in the event of any indication of the **stallion** being or becoming **impotent, infertile** or incapable of **servicing mares**.

How we deal with your claim

- a. Following notification in accordance with additional condition a) above, in the event that an **accident, injury**, illness or disease has not resulted in a permanent total disability until after the expiry date of this **policy**, claims shall be considered under this extension providing the permanent total disability as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of first occurrence or manifestation of the **accident, injury**, illness or disease.
 - b. In the event of any uncertainty or dispute as to whether such **accident, injury**, illness or disease, has caused the **stallion** to be totally and permanently **impotent**, totally and permanently **infertile** or totally and permanently incapable of **servicing mares**, if **you** and **we** agree, the uncertainty or dispute can be referred to a panel of three **veterinary surgeons**. Two **veterinary surgeons** shall be appointed, one by **you** and one by **us**, and a third shall be mutually agreed upon by the two appointed **veterinary surgeons**. The decision of this panel is binding on **us**, but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the party making the appointment, and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.
 - c.
 - i. In the event of a claim for 100% interest in the **stallion**, **we** have the right to take undisputed ownership of the **stallion**. Failure or inability to deliver undisputed ownership of the **stallion** live to **us** as salvage will void this extension and **we** will not pay any related claim.
 - ii. In the event of a claim for less than 100% of each and every one of the shares in the **stallion**, or for less than 100% ownership interest in the **stallion** if not syndicated, **we** have the right to take undisputed title to and possession of any interest in the **stallion** for which claims have been made. Payment of a claim under this extension entitles **us** to all rights under the Syndicate, Partnership, Joint Ownership or other similar agreement. Failure or inability to deliver title to and possession of any undisputed interest in the **stallion** for which claims have been made will void this extension and **we** will not pay any related claim.

G. Exclusions applicable to the entire policy.

We will not pay any claims under this **policy** or its extensions for any losses arising from the following.

We will not pay for:

- a. death or **humane destruction** in any way caused by or resulting from one or more of the following:
 - i. nuclear reaction, nuclear radiation or radioactive contamination;
 - ii. any chemical, biological, bio-chemical, or electromagnetic weapon;
 - iii. **terrorist activity**;

- iv. confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter;
- v. war, whether war be declared or not, hostilities or any act of war or civil war;
- vi. the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data;
- vii.
 - 1) Coronavirus disease (COVID-19);
 - 2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - 3) .any mutation or variation of SARS-CoV-2;
 - 4) any fear or threat of vii.1) to vii.2) or vii.3) above; or
 - 5) Avian Influenza virus or any mutation or variation of an Avian Influenza virus.
- b. death or **humane destruction** in any way caused by or resulting from:
 - i. Hendra Virus unless **you** provide to **us** verification from a **veterinary surgeon** that the vaccination status of the **horse** is current and up to date against such virus in accordance with the vaccine manufacturers' recommendations; or
 - ii. any loss where an attending **veterinary surgeon** declined to treat the **horse** because of **your** failure to provide to the **veterinary surgeon** verification that the vaccination status of the **horse** is current and up to date against such virus in accordance with the recommendations of the vaccine manufacturer.
- c. Anti Tetanus
 - i. caused by or contributed to by tetanus unless the **You** are in possession of and can provide to **Us** a current tetanus certificate;
 - ii. death of any **Horse** from anaphylactic shock as a direct result of vaccination against tetanus unless such vaccination has been administered by a **Veterinary Surgeon** or experienced veterinary personnel instructed by a **Veterinary Surgeon**
- ii. provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as reasonably practicable.
- b. **You** must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:
 - i. providing as soon as reasonably practicable upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons**, having care, custody or control of the **horse**; and
 - ii. providing as soon as reasonably practicable upon request by **us** or **our** representatives, information as may be reasonably necessary or reasonably required by us relating to information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and
 - iii. preserving anything that might be useful by way of evidence in connection with a claim and retaining it until **we** or **our** representatives have inspected it.

Failure to cooperate with **us** could affect **your** claim, for example **we** may reduce the amount **we** pay as appropriate. After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **horse** at **your** own expense.

Humane destruction of a Horse

Before **humane destruction**, a **veterinary surgeon** must be appointed by **us** and must provide **us** with confirmation in advance that **humane destruction** is necessary because the suffering of the **horse** is excessive and incurable.

In some circumstances it may be necessary for **you** or someone acting on **your** behalf to appoint a **veterinary surgeon** to conduct **humane destruction** of the **horse** before **you** can notify **us**. **We** may accept confirmation from the **veterinary surgeon** after the event that **humane destruction** was necessary, but if **we** decide that this action did not meet the definition of **humane destruction** set out in this insurance **we** may not pay **your** claim.

Disputed fair market value

Where **we** have accepted in writing the validity of a claim but there remains a dispute between **you** and **us** as to the **fair market value** of the **horse** payable by **us**, then, **you** will have the option to follow the dispute resolution procedure below.

1. **We** will provide **you** with a list of a minimum of four (4) and a maximum of six (6) independent expert individuals with relevant equine expertise, current at the time of selection, from which **you** are to appoint one person.
 - 1) Within twenty-eight (28) days of notification by **you** to **us** of the appointment of the selected person, **you** and **we** will each submit to that person and to each other evidence and submissions on value. **We** and **you** will each then have a further fourteen (14) days to respond to those submissions. The appointed person will then provide a reasoned determination of the **fair market value** of the **horse**.
2. **We** agree unconditionally to accept the determination of the appointed person. However, **you** are under no obligation to accept the determination.
3. Should **you** accept the determination of the appointed person, **we** will pay **you** within twenty-one (21) days of the determination the amount decided by the appointed person. However, the amount **we** will pay will not exceed the **sum insured** stated in the **schedule**.
4. Should **you** not accept the determination of the appointed person, or should **you** decide not to exercise the option to follow the above resolution procedure, **you** still have the right to follow the complaints process outlined on pages 7 and 22 of this **policy**.
5. The cost of the determination of the appointed person will be paid by **us**.

Sanctions

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 the European Union, United Kingdom, Australia or United States of America.

H. How to Make a Claim

Things You Must Do

In the event of any **accident**, illness, disease, lameness, **injury** or physical disability whatsoever of or to a **horse**, **you** must as soon as reasonably practicable at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as reasonably practicable notify **your broker**. **Your** broker may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary. If **you** fail to comply with any of the above requirements, **we** may not pay **your** claim, or it could affect the amount **we** pay.

- a. In the event of the death or **humane destruction** of a **horse** **you** must:
 - i. as soon as reasonably practicable, and at **your** own expense, arrange for a **veterinary surgeon** to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary). In addition, a **post-mortem** will be required, unless **we** agree otherwise in writing. If a **post-mortem** is required, the cost must be met by **you**, unless **we** agree otherwise in writing.

Our Rights

We may take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance. If **we** make any payment under this insurance **we** will be entitled to all **your** rights and remedies against any party and will be allowed to sue in **your** name at **our** own expense.

You must provide all information and documents and give to **us** all such assistance as **we** may require to secure such rights and remedies.

Any sums or property received by **you** that are due to **us** must be held on trust for **us** and must as soon as possible be paid and/or delivered to **us** following receipt.



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