

Stud Stock  
Insurance

# Nutrien Ag Solutions Stud Stock Insurance Policy Wording

Australia

November 2021



Nutrien Ag Solutions is an authorised representative of

**MARSH ADVANTAGE  
INSURANCE**

**Nutrien**  
Insurance

## 1. Important Information

This **Policy** is a contract between **You** and **Us**, administered by the **Administrator** on **Our** behalf.

We will cover **You**, for the events detailed in this **Policy**, subject to the **Policy** terms, conditions and exclusions, during the **Period of Insurance**. In return **You** will pay to **Us** the premium due. We may also agree to insure **You** for further periods of time. When deciding whether **We** can insure **You**, and on what terms and at what price **We** will use the information **You** have given **Us**, it's therefore important that this information is correct.

In this **Policy** certain words appear in bold and start with capital letters. These are "definitions" and will have the same meaning (as described under the Definitions section) wherever they appear throughout the **Policy**.

Headings have been included for ease of reference. The terms and conditions of this **Policy** are not to be construed or interpreted by reference to such headings.

**Please keep this Policy in a safe place – You may need to refer to it if You need to make a claim.**

### 1.1 About this insurance

To fully understand this **Policy**'s significant cover, benefits, conditions and exclusions **You** must read:

- about the available types of cover and benefits;
- the "What is Not Covered" section - this will tell **You** what **We** won't cover **You** for;
- the "General Conditions" and "Claims Conditions" sections – these will tell **You**, what action **We** expect **You** to take, together with what action **We** expect **You** to take, and what obligations **We** have under this **Policy**.

It's important to remember that if **You** have not done what **We** have asked, and this results in a claim, contributes to a claim happening, or makes a claim more costly than it would otherwise have been, **We** may refuse to pay that claim.

### 1.2 Regulatory Information

- (a) **Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003 at Lloyd's.**  
Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)  
Registered Office 20 Gracechurch Street, London, EC3V 0BG.  
Registered in England - Company Number 1815126  
You can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.  
Lloyd's underwriters are authorised and general insurance business in Australia by APRA.  
<https://www.apra.gov.au/register-general-insurance>
- (b) **Victor Insurance Australia PTY LTD is acting as the Administrator under this Policy.**  
Registered Address: One International Towers Sydney, 100 Barangaroo Avenue, Barangaroo, Australia, NSW 2000  
Registered in Australia  
Number: 83 161 243 198  
Authorised and Regulated by Australia Securities and Investment Commission

### 1.3 About the Cover

This **Policy** sets out the cover **We** have agreed to provide to **You**. Please read this **Policy** to ensure that the limits, type and level of cover are appropriate for **You** and will cover **Your** potential loss. If they are not, in the event of a claim **You** may find **Yourself** underinsured and **We** may ask **You** to pay part of the loss **Yourself**.

### 1.4 General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

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

### 1.5 What this Policy Consists of

**Your Policy** is made up of:

- (a) this document;
- (b) the **Schedule**; and
- (c) **Endorsements**, if any.

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

**You** should carefully read this **Policy** to ensure it meets **Your** needs and doesn't contain any mistakes. If **You** spot anything wrong, please get in touch with the **Administrator** who arranged this **Policy**.

### 1.6 Disclosure

#### (a) Duty of disclosure

Before **You** enter into a contract of insurance, **You** have a duty under the Insurance Contract Act 1984 (Ch) (ICA) to disclose anything that **You** know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) to take all reasonable care to disclose anything that **You** know, or could reasonably be expected to know, that may affect the **Our** decision to insure **You** and on what terms. You have that duty after proposal, and up until the time the **We** agree to insure **You**. **You** have the same duty before **You** renew, extend, vary or reinstate a contract of insurance.

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

- (i) Reduces the risk that is insured;
- (ii) Is common knowledge;
- (iii) **We** know or should know as an insurer; or
- (iv) **We** waive compliance with Your duty of disclosure

If **You** are uncertain about whether or not a particular matter should be disclosed to **Us**, please contact the **Administrator**.

#### (b) Non-disclosure

If **You** fail to take reasonable care in disclosing information to **Us** in the case of consumer contracts, or do not tell **Us** anything **You** are required to, **We**, may cancel this **Policy** or reduce the amount that it is required to pay **You** of **You** make a claim, or both. If **Your** failure to disclose is fraudulent, **We** may refuse to pay a claim and treat the **Policy** as if it never existed.

### 1.6 Cancellation

#### (a) Your Right to Cancel during the Cooling-Off Period

**You** can cancel this **Policy** by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**; whichever is the later.

You are entitled, during the Cooling-Off Period, to a complete refund of the amount **You** have paid for the **Policy**. If **You** choose to cancel the **Policy** during the Cooling-Off Period, **We** will treat the policy as never having existed.

**You** are not entitled to a refund if, during the Cooling-Off Period, the **Policy** has already expired or if **You** have made a claim under the **Policy**.

(b) **Your Right to Cancel after the Cooling- Off Period**

You are entitled to cancel this **Policy** by notifying Us in writing, by email or by telephone. The cancellation will take effect on the day **We** receive such notice in writing. **We** will refund the premium for the unexpired **Period** of Insurance. If more than one person, company or firm is named on the policy as an insured person(s), **We** will only cancel the policy if a written agreement to cancel the **Policy** is received by **Us** from all parties named as an insured person(s). Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

**You** may be charged an administration fee by the **Administrator**, if stated in the **Schedule**.

(c) **Our Right to Cancel**

**We** may cancel this **Policy**, if there is valid reason to do so, for example:

- (a) **You** breach Your duty of utmost good faith.
- (b) **You** breach Your disclosure obligations.
- (c) **You** misrepresent the facts to **Us**.
- (d) **You** do not do what the Policy requires **You** to do.
- (e) **You** make a fraudulent claim.

A **Policy** can also be cancelled if an act or omission occurs after the **Policy** has been issued in the following circumstances:

- (a) The Policy includes a provision that requires **You** to notify **Us** of a specified act or omission by **You**;
- (b) The effect of the **Policy** is to authorise **Us** to refuse to pay a claim, either in whole or in part, by reason of an act or omission of **You** or of some other person;

by giving the **Us** fourteen (14) days' notice in writing. Any return premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force.

Any additional premium due to **Us** during the **Period of Insurance** for any extensions or **Endorsements** will be retained by **Us** in full, which includes, for example, cover for death of an **Unborn Animal** or **Offspring** or **Birth**ing risk.

## 1.8 Choice of Law and Jurisdiction

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

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

## 1.9 Service of Suit

In the event of a dispute arising under this **Policy**, **We** at **Your** request will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

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

Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000  
Australia

If a suit is instituted against any one of the insurers all insures hereon will abide by the final decision of such Court or any competent Appellate Court.

## 1.10 Fraudulent Claims

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, or if any loss hereunder be the wilful act occasioned by **You** or with **Your** connivance, **We** without prejudice to any other right(s) **You** might have under this **Policy**, shall be entitled to refuse to pay such claim.

If this **Policy** provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made by or on behalf of a covered person, **We** may exercise **Our** rights set out above as if there were an individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights will not affect the cover provided under this **Policy** for any other person.

## 1.11 Accessibility

Upon request Victor Insurance Australia PTY LTD can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format **You** should contact the **Administrator** through whom this **Policy** was arranged.

## 1.12 Fair Processing Notice

**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 to 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 Victor Insurance Australia [underwriting@victorinsurance.com](mailto:underwriting@victorinsurance.com)

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.

## 1.13 Third Party Rights

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

## 1.14 Sanctions

**We** will not provide cover and **We** will not be liable to pay any claim or provide any benefit 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.

## 1.15 Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## 1.16 How to Make a Complaint

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

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

In the first instance.

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](mailto:ldraustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au)

**Your** complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (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**.

### 1.17 Financial Claims Scheme

This **Policy** may be a protected **Policy** under Federal Government's Financial Claims Scheme (FCS), which is administered by the Australian Prudential Regulation Authority (APRA). The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies a person who is entitled to make a claim under this **Policy** may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria. **You** may obtain further information about the FCS from [www.fcs.gov.au](http://www.fcs.gov.au) and the APRA hotline on 1300 55 88 49.

### 1.18 Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on **Your** part may prejudice any claim and/or the continuation of the insurance contract.

### 1.19 Goods and Services Tax (GST)

The premium charged for this **Policy** may attract an amount on account of GST. **You** must inform **Us** of the extent to which **You** are entitled to an Input Tax Credit for the premium each time that a claim is made under this **Policy**. No payment will be made to **You** for any GST liability that **You** may acquire on the settlement of a claim if **You** have not informed **Us** of **Your** entitlement or correct entitlement to an Input Tax Credit. Despite the other provisions of this **Policy**, the Insurer's liability will be calculated taking into account:

- (a) any Input Tax Credit to which the Insured is entitled for any Acquisition relevant to a claim, or to which the Insured would have been entitled were the Insured to have made a relevant Acquisition; and
- (b) the GST exclusive amount of any Supply made by **Your** Business which is relevant to **Your** claim.

If the Sum(s) Insured or Limit of Liability is not sufficient to cover **Your** loss, **We** will only pay GST (less any relevant Input Tax Credit) that relates to **Our** proportion of **Your** loss. We will pay that GST amount in addition to the Sum(s) Insured or Limit of Liability.

'GST', 'Input Tax Credit', 'Acquisition' and 'Supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## 2. General Definitions

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

- 2.1 **Accident, Accidental** means an external injury as a direct result of violent and visible means caused by a sudden, unforeseen, and unintended event, happening at an identifiable place and time and includes a series of accidents arising out of the one event.

- 2.2 **Administrator** means Victor Insurance Australia PTY LTD.
- 2.3 **Animal** means the animal(s) described in the Schedule.
- 2.4 **Birth** means the act of giving birth.
- 2.5 **Competent** means having the necessary ability, knowledge, experience or skill in respect of livestock husbandry, welfare and management.
- 2.6 **Humane Destruction** means that the Animal:
- (a) incurs an injury or is afflicted with an extremely painful illness, and/or disease, and a **Veterinary Surgeon** appointed by **Us** will first have given a veterinary certificate that the suffering of the **Animal** is incurable and so great that immediate destruction is crucial for humane reasons; or
  - (b) incurs an injury and a **Veterinary Surgeon** appointed by **You** will first have given a certificate that the suffering of the **Animal** is incurable and so great that immediate destruction is crucial for humane reasons without waiting for the appointment of a **Veterinary Surgeon** by **Us**.
  - (c) incurs an injury and an independent and Competent person confirms that the suffering of the **Animal** is incurable and so great that immediate destruction is crucial for humane reasons without waiting for the attendance of a **Veterinary Surgeon**.
- 2.7 **Endorsement** means a change in the terms and conditions of this **Policy** agreed by **Us** that changes cover.
- 2.8 **Excess** means the first part of any claim under the **Policy** which **You** must pay as stated on the **Schedule**.
- 2.9 **Gestation** means the process or period of developing a foetus inside the womb.
- 2.10 **Impotent/Impotence** means permanently impotent, infertile, or incapable of natural service.
- 2.11 **Insured Mother** means the mother of the **Unborn Animal** or Offspring which also appears as an **Animal** on the **Schedule**.
- 2.12 **Market Value** means in respect of the **Animals**, the fair price at which ownership of the **Animal** would change between a willing buyer and a willing seller, neither being forced to buy or sell and both having reasonable knowledge of relevant facts.
- 2.13 **Mating** means the act of a male animal serving a female animal, by either natural service or artificial insemination.
- 2.14 **Medication** means any drug, hormone, vitamin, protein or other substance (other than food or drink not mixed or diluted with any different or extra elements) for use on the **Animal** under the direction of a **Veterinary Surgeon** for the benefit of the **Animal**.
- 2.15 **Offspring** means an **Unborn Animal** post **Birth** within its first year.
- 2.16 **Period of Insurance** means the length of time between the start and the end date of **Your Livestock Policy** shown on **Your** current **Schedule**.
- 2.17 **Person** means a natural person, firm, company, partnership, or incorporated association.
- 2.18 **Policy** means this document, the **Schedule**, any applicable **Endorsements**.
- 2.19 **Post-Mortem** means the examination of the **Animal** after its death, which will include a necropsy examination, made by a **Veterinary Surgeon**, including, but not limited to establishing the identity, the cause of death or the reason for the **Humane Destruction** of the **Animal**.
- 2.20 **Schedule** means the **Schedule** issued by **Us**, which forms part of this **Policy** and shows **Your Policy** number, the type of cover selected by **You**, and any special terms, limits, conditions, exclusions, **Endorsements** and any **Excess**.
- 2.21 **Situation** means the location specified in the **Schedule** and while temporarily removed anywhere in Australia including Australian territorial waters.
- 2.22 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, 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 or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- 2.23 **Unborn Animal** means a proven foetus, accepted by Us and shown on the **Schedule**.
- 2.24 **Veterinary Surgeon** means an experienced registered veterinary surgeon, qualified in Australia who is not insured under this **Policy**.
- 2.25 **We, Us, Our** means certain underwriters at Lloyd's in respect of Syndicate 2003.
- 2.26 **You, Your** means the **Person(s)**, companies or firms named on the current **Schedule** as the Insured.
- 2.27 **Your Family** means **Your**:
- (a) spouse or de facto spouse who lives solely with **You**;
  - (b) unmarried children who live solely with **You**;
  - (c) parents and the parents of **Your** spouse or de facto spouse who live solely with **You**;
  - (d) student children boarding at school, college, or university.

### 3. What is Covered

The **Option** that **You** have chosen will be stated on **Your Schedule**.

#### 3.1 Option 1: Death Only

Subject to the terms, conditions and exclusions of this **Policy**, **We** agree to insure **You** against death, or **Humane Destruction** of an **Animal** whilst kept at the **Situation** as a direct result of:

- (a) an **Accident** happening during the **Period of Insurance**; or
- (b) a disease becoming apparent through the appearance of symptoms during the **Period of Insurance**.

Upon payment by **You** of any applicable **Excess** **We** will pay **You** up to the **Market Value** of the **Animal** at the time of death but not exceeding the Sum Insured of the **Animal** stated on the **Schedule**, whichever is less, minus any applicable salvage.

#### 3.2 Option 2: Death and Loss of Use as a Direct Result of an Accident

Subject to the terms, conditions and exclusions of this **Policy**, **We** agree to insure **You** against:

- (a) death or **Humane Destruction** of an **Animal** whilst kept at the **Situation** or whilst being temporarily loaned to a neighbour for the purposes of breeding, as a direct result of an **Accident** happening during the **Period of Insurance**; or
- (b) the **Animal** whilst kept at the **Situation** becoming Impotent, as a direct result of an **Accident** happening during the **Period of Insurance**.

Upon payment by **You** of any applicable **Excess** **We** will pay **You** up to the **Market Value** of the **Animal** at the time of death but not exceeding the Sum Insured of the **Animal** stated on the **Schedule**, whichever is less, minus any applicable salvage.

However, If **You** have been paid or are entitled to be paid compensation under a 'guarantee of fertility' because the **Animal** is Impotent, the amount **We** will pay **You** will be reduced by the amount of that compensation. If **You** receive that compensation after **We** pay **You**, **You** must refund to **Us** the amount **You** received as compensation.

#### 3.3 Option 3: Death and Loss of Use as a Direct Result of Accident or Disease

Subject to the terms, conditions and exclusions of this **Policy** **We** agree to insure **You** against:

- (a) death or **Humane Destruction** of an **Animal** whilst kept at the **Situation** or whilst being temporarily loaned to a neighbour for the purposes of breeding, as a direct result of an **Accident** happening or a disease becoming apparent through the appearance of symptoms during the **Period of Insurance**; or
- (b) the **Animal** whilst kept at the **Situation** or whilst being temporarily loaned to a neighbour for the purposes of breeding becoming Impotent, as a direct result of an **Accident** happening or a disease becoming apparent through the appearance of symptoms during the **Period of Insurance**.

Upon payment by **You** of any applicable **Excess** **We** will pay **You** up to the **Market Value** of the **Animal** at the time of death but not exceeding the Sum Insured of the **Animal** stated on the **Schedule**, whichever is less, minus any applicable salvage.

However, If **You** have been paid or are entitled to be paid compensation under a 'guarantee of fertility' because the **Animal** is Impotent, the amount **We** will pay **You** will be reduced by the amount of that compensation. If **You** receive that compensation after **We** pay **You**, **You** must refund to **Us** the amount **You** received as compensation.

### 4. Automatic Extension

This **Policy** is automatically extended to include the following:

#### 4.1 Cost of Successfully Saving an Animal

Subject to the terms, conditions and exclusions of this **Policy** **We** agree to extend cover to insure **You** against the costs of reasonable veterinary fees **You** incur during the **Period of Insurance** for emergency life-saving treatment performed on the **Animal** by a **Veterinary Surgeon**.

Upon payment by **You** of any applicable **Excess** **We** will pay **You** up to but not exceeding ten percent (10%) of the Sum Insured for the **Animal**.

Additional Conditions applicable to Automatic Extension 4.1

In addition to the General Conditions, the following condition applies to extension 4.1:

The emergency life-saving treatment performed on the **Animal** must:

- (a) successfully save the life of the **Animal**; and
- (b) be as a direct result of a covered cause of death under this **Policy**.

Additional Exclusions applicable to Automatic Extension 4.1

In addition to the exclusions stated under What Is Not Covered, the following exclusions apply to extension 4.1:

**We** will not provide any cover under this extension:

- (a) if, even in the absence of treatment, the **Animal** would have died;
- (b) the cause of death is not covered under this **Policy**;
- (c) arising out of or relating to the **Animal** giving **Birth**, or the **Animal** being pregnant.

### 5. Optional Extensions

The following extensions will only apply to this **Policy** if shown as covered on the **Schedule**.

#### 5.1 Death of an Unborn Animal or Offspring

Subject to the terms and conditions of this **Policy** and of this extension and provided **You** have paid the applicable additional premium,

- (a) **We** agree to insure **You** against:
  - (i) loss of an **Unborn Animal** or **Offspring** through:
    - a. re-absorption, being cast or aborted;
    - b. being stillborn;
    - c. being dead; or
    - d. failing to live for the number of days specified in the **Schedule** after **Birth**,
  - (ii) loss of **Offspring** or **Unborn Animal** as a direct result of a covered cause of death under this **Policy** of the Insured **Mother**.

happening during the **Period of Insurance**. Provided that the **Insured Mother** of the **Offspring** or **Unborn Animal** does not die, or abort the **Unborn Animal**, within three (3) days of the start of the **Period of Insurance**.

Upon payment by **You** of the applicable **Excess** stated on the **Schedule** **We** will pay **You** up to but not exceeding the Sum Insured of the **Unborn Animal**.

- (b) **We** also agree to insure **You** for emergency life-saving treatment costs incurred by **You** during the **Period of Insurance** performed by a **Veterinary Surgeon** which successfully saves the life of the **Offspring**.

Upon payment by **You** of the applicable **Excess** stated on the **Schedule** **We** will pay **You** up to but not exceeding 10% of the Sum Insured for the **Offspring**.

Additional Conditions applicable to Optional Extension 5.1

In addition to the General Conditions, the following conditions apply to extension 5.1:

- (a) In the event that the **Gestation** period extends over more than one **Period of Insurance** with Us the three (3) day waiting period will not apply;
- (b) Two (2) or more **Offspring** from one **Insured Mother** will be considered to be one **Animal** and **We** will only cover **You** in the event of death of all those **Offspring**;
- (c) **You** must provide evidence from a **Veterinary Surgeon** of the loss of an **Unborn Animal** insured under this **Policy**;
- (d) **You** must provide evidence of the proven foetus by pregnancy test or scan performed by a **Veterinary Surgeon** in respect of an **Unborn Animal** insured under this **Policy**.

Additional Exclusions applicable to Optional Extension 5.1

In addition to the exclusions stated under What Is Not Covered, the following exclusions apply to extension 5.1:

**We** will not pay:

- (a) for emergency life-saving treatment costs if the **Offspring** dies after that treatment; or
- (b) if **You** have not provided the requested proof of the existence of an **Unborn Animal**.

## 5.2 Birthing Risk

Subject to the terms, conditions and exclusions of this **Policy**, and provided **You** have paid the applicable additional premium **We** agree to insure **You** against death of any Animal(s) as a direct result of giving **Birth** during the **Period of Insurance**.

Upon payment by **You** of the applicable **Excess** stated on the **Schedule** **We** will pay **You** up to but not exceeding the Sum Insured for the **Animal** stated on the **Schedule**.

## 5.3 Attempted Life Saving Veterinary Fees During Birth

(only available if **You** have also selected the cover under 5.2 Birthing Risk)

Subject to the terms, conditions and exclusions of this **Policy** and provided **You** have paid the applicable additional premium **We** agree to insure **You** against the reasonable veterinary fees **You** incur from a **Veterinary Surgeon** attempting to save an **Animal** which dies afterwards, as a direct result of giving **Birth** during the **Period of Insurance**.

Upon payment by **You** of the applicable **Excess** stated on the **Schedule** **We** will pay **You** up to but not exceeding ten percent (10%) of the Sum Insured for the **Animal** stated on the **Schedule**.

Additional Exclusions applicable to Optional Extension 5.3

In addition to the exclusions stated under What Is Not Covered, the following exclusion applies to this extension 5.3:

**We** will not cover any fees incurred by **You**:

- (a) to save the life of the **Unborn Animal** or the **Offspring**;
- (b) if the **Animal** is saved and/or any fees **You** incur are covered under Optional Extension 5.1.

# 6. What is Not Covered

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

No cover is provided under this **Policy** for any claim, loss, damage, liability, cost or expense of whatever nature caused by, contributed to, arising from or relating to:

## 6.1 Biological or Chemical Materials

actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing either concurrently or in any other sequence;

## 6.2 Confiscation

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;

## 6.3 Coronavirus

directly or indirectly, coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation of it.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly caused by, resulting from, contributed to, by, or arising from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;
  - coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation of it.

This clause is paramount and overrides anything in this insurance inconsistent with it.

## 6.4 Cyber Attack

directly or indirectly:

- (a) the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system; or
- (b) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software, programme, malicious code, computer virus or process or any other electronic system.

This exclusion overrides any other term of the **Policy**, including any **Endorsement** added at any time, (unless the **Endorsement** amends or replaces it)

## 6.5 Failure to Comply with Applicable Federal and State Law and Regulations

**Your** failure to comply with any applicable federal and state and laws and regulations;

## 6.6 Government Slaughter

the **Animal** being slaughtered or destroyed in compliance with the provisions of any legislation or order of a public authority, unless the destruction is ordered due to an illness that **You** have adequately inoculated **Your** stud stock against;

## 6.7 Inoculation, Castration, or Spayed

the **Animal** being inoculated, castrated or spayed;

## 6.8 Loss of Profit or Earnings

any increased business expense or loss of profit or earnings resulting from **Accident**, injury, illness or disease or death or **Humane Destruction** or theft or unlawful removal of any **Animal**;

## 6.9 Malicious or Wilful Acts

the death or Impotence of an **Animal**, if the death or Impotence was deliberately or wilfully caused by:

- (a) **You** or a member of **Your Family**;
- (b) anyone with whom **You** live;
- (c) anyone living at, or invited onto the **Situation** shown on the **Schedule**;
- (d) anyone with **Your** consent to care for or look after the **Animal**;
- (e) anyone entitled to benefit under this **Policy**;

## 6.10 Mating, Gestation, or Birth

the **Animal's** **Mating**, **Gestation** or **Birth** (except where cover is provided under the **Death** of an **Unborn Animal** or **Offspring Extension**, **Birthing Risk Extension** or Options 2 or 3 and stated on the **Schedule**);

## 6.11 Medication

the giving of any **Medication** unless in accordance with the manufacturer's recommendations and approved by the local authorities and certified by the **Veterinary Surgeon** to have been of a prophylactic nature and necessitated by **Accident**, disease or illness;

## 6.12 Neglect or Lack of Care and Attention

failure by **You**, **Your Family**, representatives, agents, employees, bailees or other persons who have care, custody or control of the **Animal** to provide proper care and attention and do things reasonably practicable to avoid or diminish any loss of the **Animal** at all times;

### 6.13 Nuclear and Radioactive Risks

- (a) nuclear fission, nuclear fusion or radioactive contamination;
- (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

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;

### 6.14 Pre-existing Conditions

poor health, injury, illness, disease or physical abnormality which existed or of which You were aware of before the **Period of Insurance**;

### 6.16 Salvage by the Government

the requisition of property by a government or statutory authority;

### 6.17 Slaughter

any slaughter or destruction of the **Animal**, unless **We** have given **Our** prior written consent which is not to be unreasonably withheld or delayed, or it is **Humane Destruction**;

### 6.18 Surgical Operations

a surgical operation unless necessary to preserve the life of an **Animal**;

### 6.19 Terrorism

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

This exclusion overrides any other term of the **Policy**, including any **Endorsement** added at any time, which does not expressly replace it.

### 6.20 Transit

transit by air or sea (other than in Australia and its territorial waters);

### 6.21 Transmissible Diseases

the **Animal** contracting anthrax or any transmissible spongiform encephalopathy (including bovine spongiform encephalopathy – ‘mad cow disease’ or ‘scrapie’), avian influenza (‘bird flu’), babesiosis (‘tick fever’), brucellosis, foot and mouth disease, footrot, john’s disease, pleuro pneumonia, rinderpest, swine fever, tuberculosis, or any strain or mutant variation of any of these;

### 6.22 Use

the **Animal** being used for a purpose other than the purpose stated in the **Schedule**;

### 6.23 Veterinary Fees

any veterinary fees of any kind, other than as covered in any applicable extensions;

### 6.24 War

war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riots, strikes, civil commotions.

If **We** allege that by reason of the above exclusions, any loss, injury, damage, cost or expense is not covered by this **Policy** the burden of proving otherwise will be upon **You**.

## 7. General Conditions

The following conditions apply to the **Policy** as a whole unless stated otherwise. **We** explain below what happens to the cover under this **Policy** if the conditions are not complied with.

### 7.1 You must:

- (a) ensure that when **Animals** are not in use or travelling, they are kept in an enclosed yard, and are fed daily
- (b) take reasonable care to keep the **Animals** healthy
- (c) take reasonable care to prevent **Your Animals** from becoming Impotent

- (d) comply with the requirements of legislation and of a government or statutory authority

permit **Us** at any time during the **Period of Insurance**, and on reasonable notice, to inspect the **Animals** and the place at which they are kept.

**We** shall have no liability under this **Policy** in respect of the death or **Humane Destruction** of any **Animal** which results from **Your** failure to comply with requirements a) – d) above, unless the **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 7.2 You must tell Us if:

- (a) **You** no longer have an interest in an **Animal**. If **You** sell the **Animal** or part with Your financial interest, then cover will cease automatically in respect of that **Animal**.
- (b) **You** take out any other insurance which covers an insured **Animal**. If **You** make a **Claim** under this **Policy** and **You** would also be entitled, if this **Policy** did not exist, to be paid under any other insurance, then **We** will only pay **Our** fair share of the **Claim**. This means **We** will pay an amount that reflects the proportion which the cover under this **Policy** bears to the total amount of insurance available to **You** as soon as reasonably practical.

### 7.3 Record keeping To help Us to process any claim:

- (a) **You** must keep up to date records of insured **Animals**.
- (b) **You** must make sure You keep a record or evidence of ownership, value and detailed description of all insured **Animals**.

### 7.4 Post Mortems

- (a) For **Animals** Less than AUD \$10,000 in value
  - (i) If **We** reasonably request **You** to do so **You** must have a qualified **Veterinary Surgeon** carry out a **Post-Mortem** examination of the **Animal**.
  - (ii) **Post-Mortem** costs will be included in the claim amount.
- (b) For **Animals** Greater than AUD \$10,000 in Value
  - (i) A **Post-Mortem** is compulsory for any **Animal**.
  - (ii) **Post-Mortem** costs will be included in the claim amount.

**We** will not make any payments in respect of the death or **Humane Destruction** of any **Animal** if **You** fail to comply with requirements a) – b) above

### 7.5 Sound Health

We have provided **You** with cover under this **Policy** on the understanding that (other than any matter disclosed to and accepted by **Us** in writing) each **Animal** is, at the start of the **Period of Insurance**, in sound health and free from any injury, illness, disease or physical abnormality.

**We** will not make any payments in respect of the death or **Humane Destruction** of any **Animal** arising from poor health, Injury, Illness, disease or physical abnormality which existed prior to the **Period of Insurance**.

### 7.6 Burden of Proof

**Our** acceptance of a **Veterinary Certificate**, or **Declaration of Health** where the declaration has been accepted by **Us** as a satisfactory substitute for a **Veterinary Certificate**, submitted in connection with **Your** proposal for Insurance or any extension of or addition to coverage on the **Animal** will neither remove nor reduce the requirement of full compliance with the Sound Health Condition in respect of the **Animal**.

However, if **We** have accepted a veterinary certificate, or declaration of health where such declaration has been accepted by **Us** as a satisfactory substitute for a **Veterinary Certificate**, then the burden of proving that the **Animal** was not in sound health or free from any illness, disease, lameness, injury or physical disability at the start of cover for the **Animal** under this **Policy** will be upon **Us**.

### 7.7 Premium Offset

In the event that **You** make a valid claim under this **Policy** and any premium due to **Us** has not yet been paid by **You** and received by **Us**, **We** will deduct the premium amount, or the outstanding amount from any claim payment that **We** make under this **Policy**.

### 7.8 Headings

The headings are for reference only and will not be considered when determining the meaning of this **Policy**.

## 8 Claims Conditions

**You** should comply with the following conditions in the event of making a claim under this **Policy**. If **You** fail to adhere to these conditions, it may impact **Your** ability to make a claim or the amount that **We** will pay **You**.

### 8.1 How to Make a Claim

In the event of a claim under this **Policy** **You** must notify **The Administrator** using the following information:

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

as soon as reasonably practicable.

### 8.2 What You Must Do:

- (a) if **You** are making a claim, or an event happens that might lead to **You** making a claim **You** must tell **Us** about the event as soon as reasonably practicable following its occurrence;
- (b) tell the police as soon as reasonably practicable if a criminal act might be involved, and follow their advice;
- (c) give **Us** any information and help that **We** may reasonably need in handling a claim; and
- (d) send **Us** any correspondence **You** receive about the event as soon as reasonably practicable.

In addition, for an **Animal** becoming **Impotent** (i.e. in the event of a loss of use claim) **You** must supply a veterinary report before **We** will consider **Your** claim which includes:

- (e) **You** must give **Us** a certificate from a qualified **Veterinary Surgeon** confirming that the **Animal** is **Impotent** and indicating approximately when and how it became **Impotent**.
- (f) **You** must authorise a **Veterinary Surgeon** that attended at the death of the **Animal** or on it becoming **Impotent**, to provide **Us** with any information **We** require or access to any samples he or she has, relevant to the claim.

### 8.3 Payment to Others

If a third party has an interest in the **Animal** which is subject to a claim payment, with **Your** agreement, payment may be made directly to that third party but not for any amount exceeding their interest. If **We** do make payment to a third party, it will be considered full and final settlement in respect of that third party's interest.

### 8.4 Excess

If an **Excess** is applicable (as shown in the **Schedule**), **You** must pay it before **We** make any claim payment.

### 8.5 Our Legal Rights

If **We** pay a claim **We** have the right to act in **Your** name against any **Person** responsible for the death of the **Animal** or it becoming **Impotent**. **We** take this action at **Our** own expense and **We** will take into account any reputational impact on **You**. **You** must not do anything that limits **Our** right to do so.

**We** may decline or reduce the amount of any claim, or refuse to cover **You**, if **You** enter into an agreement which excludes or limits **Our** right to recover damages or a contribution from another **Person**, taking into account **Your** defence and settlement of claims.

### 8.6 What You Must Do if an Animal Dies

If an **Animal** dies, **You** must:

- (a) notify **Us** as soon as reasonably practicable after **You** have discovered the carcass of the **Animal**; and
- (b) allow at least twenty-four (24) hours after **You** have notified **Us** of the death of the **Animal** before **You** touch, move, alter or dispose of the carcass of the **Animal**; and
- (c) either:
  - (i) allow **Us** to inspect the carcass; or
  - (ii) **You** must provide photographs identifying the **Animal**; and
- (d) follow the requirements of 7.4 Post-Mortems; and

- (e) give **Us** a certificate from a qualified **Veterinary Surgeon** confirming the **Animal** is dead and indicating when and how the **Animal** died but this is only applicable to **Animals** with a **Market Value** in excess of \$10,000.

### Enforcement of Rights

**We** may take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this **Policy**.



Nutrien Ag Solutions is an authorised representative of

**MARSH ADVANTAGE  
INSURANCE**

***Nutrien***  
*Insurance*



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