



# Nutrien Ag Solutions Livestock in Transit

Master Policy Wording Australia

15 August 2023



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## Section 1

# Important Information

This **Policy** is a contract between the **Master Policyholder** and **Us**, administered by the **Master Policy 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** and **Effective Time**. 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 the **Master Policyholder** to take, and what obligations **We** have under this **Policy**.
- It's important to remember that if **You** or the **Master Policyholder** (where applicable) 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. **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 [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 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 Master Policy Administrator under this Policy.**

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

Registered in Australia

Number: 83 161 243 198

Authorised and Regulated by Australia Securities and Investment Commission

**1.3 About the 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, if 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 the **Master Policyholder** 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 **Master Policy Administrator** who arranged this **Policy**.

## 1.6 Disclosure

### A. Duty of Disclosure

For the purpose of the following paragraphs in this clause only "**You**" means both the **Master Policyholder** and **You**.

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 **Master Policy 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.

## 1.7 Cancellation and Cooling- Off Period Provisions

### A. The Master Policyholder's Right to Cancel during Cooling-Off Period

The **Master Policyholder** may cancel this **Policy** by notifying **Us** through the **Master Policy Administrator** in writing, by email or by telephone within fourteen (14) days of either:

- i. the date **Master Policyholder** receives this **Policy**; or

- ii. the start of **Master Policyholder's Period of Insurance**; whichever is the later.

**Master Policyholder** is entitled, during the Cooling-Off Period, to a complete refund of the amount **Master Policyholder** has paid for the **Policy**. If **Master Policyholder** chooses to cancel the **Policy** during the Cooling-Off Period, **We** will treat the **policy** as never having existed, unless the **Policy** has already expired or if a claim has been made under the **Policy**.

#### B. **The Master's Policyholder's Right to Cancel after Cooling-Off Period**

**Master Policyholder** may cancel the **Policy** after the Cooling-Off Period by notifying **Us** in writing. 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 **Master Policyholder** 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.

#### C. **Our Right to Cancel**

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

- i. **You** breach **Your** duty of utmost good faith.
- ii. **You** breach **Your** disclosure obligations.
- iii. **You** breach **Your** disclosure obligations, **You** misrepresent the facts to **Us** or **You** fail to take reasonable care in disclosing information to **Us** in the case of consumer contracts.
- iv. **You** do not do what the **Policy** requires **You** to do.
- v. **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:

- vi. The **Policy** includes a provision that requires **You** to notify **Us** of a specified act or omission by **You**;
- vii. 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 **Master Policyholder** 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 unless **You** have made a claim in which case the full annual premium is due.

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

## 1.9 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.

## 1.10 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

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.

## 1.11 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.

## 1.12 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 **Master Policy Administrator** through whom this **Policy** was arranged.

## 1.13 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@victorinsurnace.com](mailto:underwriting@victorinsurnace.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.

#### 1.14 **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**.

#### 1.15 **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.

#### 1.16 **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.

#### 1.17 **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 in the first instance:

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: 1300 179 965

**We** will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within ten (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 thirty (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 two (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**.

## 1.18 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.

#### 1.19 **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.

#### 1.20 **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 **You** are entitled for any Acquisition relevant to a claim, or to which **You** would have been entitled were **You** 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).

## **Our Agreement**

**We** will cover **You**, for the events detailed in this **Policy**, subject to the **Policy** terms, conditions and exclusions, during the **Period of Insurance** and **Effective Time**. In return **You** will pay to **Us** the premium due.

## Section 2

# General Definitions

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

- 2.1 **Accident** means a sudden, unforeseen, and unintended event, directly involving the conveyance used for the **Transit** happening at an identifiable place and time and includes a series of **Accidents** directly involving the conveyance arising out of the one event.
- 2.2 **Animal** means an **Animal**, excluding **Bloodstock**, belonging to **You** or for which **You** have assumed responsibility during a **Transit**.
- 2.3 **Bloodstock** means horses that have been specially bred for racing, competition or breeding. This does not include stock horses.
- 2.4 **Commencement of Cover** means the time cover starts as follows:
- In respect of **Animals** that **You**:
- A. purchase through the **Master Policyholder**'s auction or online auction, cover starts from the time **You** acquire ownership and intend to **Transit** the **Animal** under this **Policy**.
  - B. send to the **Master Policyholder**'s auction, cover starts when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit** including **Incidental Transit**.
  - C. sell privately through the **Master Policyholder**, cover starts when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit** including **Incidental Transit**.
  - D. purchase privately through the **Master Policyholder**, cover starts when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit**, or
  - E. consign to or from agistment or consign to abattoir through the **Master Policyholder**, cover starts when the **Animal** enters the conveyance or its loading ramp for the commencement of the **Transit** including **Incidental Transit**
- 2.5 **Competent** means having the necessary ability, knowledge, experience or skill in respect of livestock husbandry, welfare and management.
- 2.6 **Effective Time** means from the **Commencement of Cover** to the **Termination of Cover** specified in the **Schedule** for which **You** are covered and required to pay premium.
- 2.7 **Endorsement** means a change in the terms and conditions of the **Policy** agreed by **Us** that can extend or restrict cover.

- 2.8 **Excess** means the amount **You** contribute towards the cost of a claim as stated on the **Schedule** or elsewhere in the **Policy**.
- 2.9 **Humane Destruction** means:
- A. that the **Animal** incurs an injury or is afflicted with an excessively painful illness, and/or disease, and a **Veterinary Surgeon** appointed by **Us** will first have given a veterinary certificate that the suffering of the **Animal** is incurable and so excessive that immediate destruction is crucial for humane reasons; or
  - B. that the **Animal** 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 excessive that immediate destruction is crucial for humane reasons without waiting for the appointment of a **Veterinary Surgeon** by **Us**.
  - C. that the **Animal** incurs an injury and an independent and **Competent** person confirms that the suffering of the **Animal** is incurable and so excessive that immediate destruction is crucial for humane reasons without waiting for the attendance of a **Veterinary Surgeon**.
- 2.10 **Incidental Transit** means movement of the **Animals** on foot directly relating to a **Transit** and loading or unloading in preparation for **Transit**.
- 2.11 **Medication** means any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the **Animal** under the direction of a **Veterinary Surgeon** for the benefit of the **Animal**.
- 2.12 **Master Policy Administrator** means Victor Insurance Australia Pty Ltd.
- 2.13 **Master Policyholder** means Nutrien Ag Solutions. Registered Address: 737 Burke Street Melbourne Vic, Australia.
- 2.14 **Period of Insurance** means the period stated on the **Schedule**.
- 2.15 **Policy** means this document, the **Schedule**, and any applicable **Endorsements**.
- 2.16 **Schedule** means the **Schedule** issued by **Us**, which forms part of this **Policy** and shows the **Master Policyholder's Policy** number, the **Master Policyholder's Period of Insurance**, the type of cover selected by the **Master Policyholder**, the **Effective Time** and details of **Your** Insurance and any special terms, limits, conditions, exclusions, **Endorsements** and any **Excess**.
- 2.17 **Sum Insured** means either the lesser of:
- A. \$7,500 any one **Animal** subject to a maximum limit of \$500,000 any one loss or series of losses arising from the one event, except transportation to and from King Island where the maximum **Sum Insured Transit** limit of \$750,000 any one loss or series of losses arising from one event applies; and
  - B. the net invoice value covering the **Animals** whilst in **Transit** (including freight if separately invoiced to the receiver), or
  - C. if there is no invoice value, the cost of replacing the **Animals**, with similar **Animals** of the same age and condition or as near as possible to that age and condition:



- D. for breeding stock, the average published local market value, over thirty (30) days immediately prior to the relevant death of the **Animals**, for **Animals** of a similar type or
  - E. for meat **Animals**, the average published local market value, over thirty (30) days immediately prior to the relevant death of finished **Animals** of the same type that have recently completed a similar growing program. For unfinished **Animals**, market value will be reduced in relation to live weight gained.
- 2.18 **Termination of Cover** means the time cover terminates as follows:
- In respect of each **Animal**, cover terminates:
- A. upon the fall of hammer where **You** have proposed the **Animal** for sale at auction or online auction.
  - B. from the time the **Animal** is positioned on the weighing scales following discharge from the conveying vehicle, provided that cover will not extend beyond forty-eight (48) hours after arrival of the conveying vehicle at the abattoir for sales of **Animals** to abattoir.
  - C. from the time the **Animal** enters the preparation feed lot when sent to feed lots.
  - D. in all other cases, from the time the **Animal** is unloaded into the paddock at the final destination, provided that cover will not extend beyond forty-eight (48) hours after arrival of the conveying vehicle at the final destination.
- 2.19 **Terrorism** means an act or acts, including but not limited to the use of force or violence (or the threat of force or violence), of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
- 2.20 **Transit** means transits by sea, road (including use of **Your** own vehicle), rail and air, occurring during the **Effective Time** and the **Period of Insurance** and within Australia and its territorial waters.
- 2.21 **Veterinary Surgeon** means an experienced **Veterinary Surgeon** or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice veterinary medicine.
- 2.22 **War** means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 2.23 **We/Us/Our** means certain underwriters at Lloyd's in respect of Syndicate 2003.
- 2.24 **You/Your/Yours/Yourself** means nominated livestock owners as declared and stated on the **Schedule**.

## Section 3

# What is Covered

### 3.1 The Cover

Provided that the **Animal** is in a good state of health and fit for transport at the outset of the **Effective Time**, **We** will cover **You** up to (but not exceeding) the **Sum Insured** for:

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

as a result of an **Accident** directly involving the conveyance in which the **Animals** were travelling during a **Transit** and happening within the **Effective Time**.

### 3.2 Continuation of cover

#### B. **Animals Being Transhipped or Spelled Unexpectedly**

If the **Animal** needs to be unexpectedly transhipped or spelled as part of the **Transit**, due to conditions outside of **Your** control, and because of this the **Transit** is prolonged or delayed, then **We** agree to extend the cover offered in 3.1 above for a further seven (7) days on top of the original **Transit** duration.

#### C. **Animals Not Sold**

If the **Animal** is not sold, **We** agree to extend the cover provided in 3.1 above for the **Transit** of the **Animal** back to **Your** property.

## Section 4

# Additional Benefits

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

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

The limits in 4.2, 4.3, 4.4 and 4.4 above are not included in but are in addition to the **Sum Insured** per **Transit**.

## Additional Exclusions applicable to Additional Benefits

In addition to the exclusions stated under What Is Not Covered, the following exclusions apply to extension 4.1 – 4.6:

**We** will not provide any cover under this extension if the cause of loss is not covered under this **Policy**;

## Section 5

# 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:

### 5.1 **Bloodstock**

Bloodstock.

### 5.2 **Quarantine, Decontamination and Fumigation Costs**

any costs of fumigation, decontamination and or quarantine and related charges or freight costs incurred during a **Transit** arising out of fumigation, decontamination or quarantine.

### 5.3 **Confiscation**

confiscation, 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.

### 5.4 **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.

### 5.5 **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).

5.6 **Government Slaughter**

slaughter or destruction of the **Animal** in compliance with the provisions of any legislation or order of a public authority.

5.7 **Inoculation, Castration, Spaying or Failure to Pass Tests**

- A. the **Animal** being inoculated, castrated or spayed or resulting after effects; and
- B. costs of the **Animal** failing to pass any tests or examinations.

5.8 **Loss of a Foetus**

loss of a foetus.

5.9 **Loss of Profit or Earnings**

any increased business expense or loss of profit or earnings.

5.10 **Loss of Use**

any loss of use of the **Animals**.

5.11 **Malicious or Wilful Acts and Theft**

the death, physical injury, **Humane Destruction** of an **Animal** or theft of an **Animal** being deliberately or wilfully caused by:

- A. **You** or a member of **Your** family;
- B. anyone with whom **You** live;
- C. anyone invited onto the **Transit**;
- D. anyone with **Your** consent to care for or look after the **Animal**;
- E. anyone entitled to benefit under this **Policy**.

5.12 **Medication**

the giving of any **Medication**, unless:

- A. the manufacturer's recommendations are followed; and
- B. the local authorities have approved it; and
- C. a **Veterinary Surgeon** has certified it to have been of a prophylactic nature; and
- D. it was necessitated by **Accident**, disease or illness.

5.13 **Neglect or Lack of Care and Attention**

**You**, **Your** family, representatives, agents, employees, bailees or other persons who have care, custody or control of the **Animal** failing to provide proper care and

attention and do things reasonably practicable to avoid or diminish any loss of the **Animal** at all times.

#### 5.14 **Nuclear, Radioactive Risks and Biological and Chemical Materials**

- 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 components, or
- D. actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.

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.

#### 5.15 **Pre-existing Conditions and Surgical Operations**

- A. poor health, injury, illness, disease or physical abnormality which existed or which **You** knew about before the **Effective Time**.
- B. a surgical operation.

#### 5.16 **Salvage by the Government**

the requisition of property by a government or statutory authority.

#### 5.17 **Shortage or Disappearance**

any shortage or disappearance of the **Animals** disclosed solely on periodic stocktake.

#### 5.18 **Slaughter**

any slaughter or destruction of the **Animal**, unless:

- A. **We** had already given **Our** written consent, which is not to be unreasonably withheld or delayed; or
- B. it is **Humane Destruction**.

#### 5.19 **Veterinary Fees**

any veterinary fees of any kind other than as detailed under 4.5.

#### 5.20 **War and Terrorism**

- A. War.
- B. 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.

If any part of this exclusion doesn't apply or can't be enforced, 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, (unless the **Endorsement** amends or replaces it).

#### 5.21 **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.

## Section 6

# General Conditions

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

6.1 **You** must ensure:

- A. that when **Animals** are not in use or travelling, they are kept in an enclosed yard, and provided with adequate food and water.
- B. pregnant females do not exceed 90% of their expected gestation period at any time during the **Transit**.
- C. any female **Animals** have not given birth in the week before the **Transit**.
- D. adequate food and water is provided throughout the **Transit**.
- E. loading facilities, stock crates and pens are constructed so that they do not cause injury to **Animals**.
- F. appropriate shelter for the **Animals** from heat, wind and cold are provided during **Transit** and **Incidental Transit**.
- G. loading densities are adequate for the **Animal** being transported.
- H. the **Animals** are:
  - i. inspected immediately before loading by an experienced stockhandler to ensure they are fit to travel. Any **Animals** not fit to travel should be excluded from the **Transit**.
  - ii. inspected by an experienced stockhandler at routine intervals throughout the **Transit**.
  - iii. rested at routine intervals throughout the **Transit** as required.
  - iv. always accompanied by a suitable handler.
- I. the drivers of the conveyance used for the **Transit** are experienced with a valid driver's license.
- J. the vehicle used is suitable for the **Transit** of and for the **Animals**:
  - i. the vehicle must be designed so as to ensure that the **Animals** are contained within the vehicle.
  - ii. limbs and heads must not be able to protrude outside the sides and top of the vehicle.
  - iii. they must have enough room overhead to enable them to travel in a natural position without injuring their heads or backs and to give them enough air when the vehicle is not moving.



**You** must:

- K. take reasonable care to keep the **Animals** healthy.
- L. comply with the requirements of legislation and of any government or statutory authority.

**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) – l) 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.

- M. **You** must tell **Us** through the **Master Policy Administrator** as soon as practicably possible if **You**:
  - i. no longer have an interest in an **Animal**.
  - ii. take out any other insurance which covers an **Animal**.

## Section 7

# Claims Conditions

If **You** need to make a claim under this **Policy**, please make sure **You** have followed the conditions shown below. If **You** don't, this could mean **We** may reduce the amount payable or not pay the claim at all.

### 7.1 How to Make a Claim

If **You** need to make a claim under this **Policy**, please contact the **Master Policy Administrator** as soon as practicably possible (contact details are shown in the **Schedule**).

Notification of any claim should be made to:

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: 1300 179 965

as soon as reasonably possible.

### 7.2 What You must do:

If **You** are making a claim, or an event happens that might lead to **You** making a claim, **You** must:

- A. contact the **Master Policy Administrator** with details as soon as practicably possible;
- B.
  - i. tell the police as soon as reasonably practicable: and
  - ii. follow all their advices; and
  - iii. obtain a police report or reference number,

if a criminal act or suspected criminal act has occurred and/or if an **Accident** has occurred which requires the notification to the police;

- C. give **Us** any information and help that **We** may reasonably need in dealing with **Your** claim; and
- D. send **Us** any letters or emails or other correspondence **You** receive about the event as soon as reasonably practicable, this can include for example:
  - i. for a claim for expenses, copies of all invoices;

- ii. copy of the report from the **Veterinary Surgeon** or **Competent** person where **Humane Destruction** is recommended for the **Animal** as a result of an injury;
- iii. copy of a post mortem report or disposal report;
- iv. photographs identifying the **Animal** where no post mortem has been provided;
- v. copy of any salvage amounts obtained;
- vi. copy of the police report or the crime number;
- vii. details of any third party at fault for an **Accident**.

### 7.3 **Payment to Others**

If another party has an interest in **Your Animal** for which a claim payment is to be made, part of that claim payment can be paid to that other party, proportionate to their interest. Once any payment is made, **We** will consider that payment the full and final payment to such other party.

### 7.4 **Excess**

The amount **You** are responsible for paying before **We** will make any payment under this **Policy**. **You** only have to pay an **Excess** if it is mentioned in the **Policy** or shown on the **Schedule**.

### 7.5 **Enforcement of Rights**

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

### 7.6 **Our legal rights**

If **We** pay a claim, **We** have the right to proceed in **Your** name against any third party responsible for the death or injury of the **Animal**. **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 third party, taking into account **Your** defence and settlement of claims.

### 7.7 **Premium Offset**

If **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 **Other Insurance**

If, at the time of any death or physical injury to the **Animals**, there is any other current insurance, whether taken out by **You** or by any other person or persons, covering the same **Animals**. **You** must advise the details of such other insurance when making

the claim. Subject to the provisions of the Insurance Contracts Act 1984, **We** reserve **Our** rights to seek contribution from such other insurer.

#### 7.9 **Basis of Settlement**

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

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





**Victor Insurance Pty Ltd.**

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