



# Nutrien Ag Solutions Stud Stock Insurance Wording

1 July 2024



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# 1. Important Information

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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 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 or reduce the amount of 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 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 does not 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 (Cth) (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 not to make a misrepresentation to Us, that may affect Our decision to insure You and on what terms. You have that duty after proposal, and up until the time that 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) Duty to Take Reasonable Care Not to Make a Misrepresentation

If You fail meet Your duty, We may cancel this Policy or reduce the amount that it is required to pay You if 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.

You must tell Us through the Administrator as soon as practicably possible of any change in the information You have provided to Us which happens before or during any Period of Insurance, for example any change in use of Your Animal, if Your interest in the Animal ends or if You cease being a permanent resident in the territorial limits.

If You want to increase the sum insured on the Animal; add an Animal to this insurance or extend this insurance, You must:

- (i) confirm that the Animal is in sound health and free from any illness, disease, disability or physical abnormality whatsoever, or
- (ii) tell Us about any illness, disease, disability or physical abnormality whatsoever affecting the Animal and any such disclosure will be reviewed by Us before We agree to make any changes to this insurance.

When We are notified of a change We will tell You if this affects Your policy. For example, We may:

- (i) cancel Your policy in accordance with paragraph '1.7 (c)' below;
- (ii) amend the terms of Your policy; or
- (iii) require You to pay more for Your insurance.

If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

Any changes to this insurance will be confirmed by Us in writing.

## 1.7 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. 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:

- (i) You breach Your duty of utmost good faith.
- (ii) 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.
- (iii) You do not do what the Policy requires You to do.
- (iv) 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:

- (i) The Policy includes a provision that requires You to notify Us of a specified act or omission by You;
- (ii) 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 by You or by some other person;

by giving 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 unless You have made a claim in which case the full annual premium is due.

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 Birthing 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, this Policy will be subject to Australian law and practice and We will submit to the jurisdiction of any competent Court in the Commonwealth of Australia.

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

who has authority to accept service on Our behalf.

If a suit is instituted against any one of the insurers all insurers 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: [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com)  
Telephone: (03) 9603 2338

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: [idraustralia@lloyds.com](mailto:idraustralia@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 558 849.

## 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, Our 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

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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

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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 as a direct result of:

- (a) an Accident happening; or
- (b) a disease becoming apparent through the appearance of symptoms, during the Period of Insurance and whilst kept at the Situation.

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 as a direct result of:
  - (i) an Accident happening; or
  - (ii) a disease becoming apparent through the appearance of symptoms; or
- (b) the Animal becoming Impotent, as a direct result of an Accident.

during the Period of Insurance and whilst kept at the Situation.

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 as a direct result of:
  - (i) an Accident happening or;
  - (ii) a disease becoming apparent through the appearance of symptoms; or
- (b) the Animal becoming Impotent, as a direct result of:

- (i) an Accident happening or;
- (ii) a disease becoming apparent through the appearance of symptoms

during the Period of Insurance and whilst kept at the Situation.

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

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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) if 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

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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 otherwise to the terms and conditions of this Policy 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 and at the Situation. 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 otherwise 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 occurring at the Situation.

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 otherwise 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

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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 Risk

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;
- 6.15 Salvage by the Government  
the requisition of property by a government or statutory authority;

6.16 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;

6.17 Surgical Operations

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

6.18 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.

6.19 Transit

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

6.20 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, johne's disease, pleuro pneumonia, rinderpest, swine fever, tuberculosis, or any strain or mutant variation of any of these;

6.21 Use

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

6.22 Veterinary Fees

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

6.23 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.

## 7. General Conditions

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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;
- (e) 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 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. Subject to the provisions of the Insurance Contracts Act 1984, We reserve the right to seek contribution from such other insurer(s).

### 7.3 In regards of 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

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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, We shall be entitled to refuse to pay or reduce any claim under this Policy to the extent of any prejudice suffered by Us arising from Your failure to comply with the following conditions.

### 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: 1300 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;

- (a) 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.
- (b) 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.

Victor Insurance Australia Pty Ltd ABN 83 161 243 198 ("Victor Insurance Australia") is an underwriting agency and Authorised Representative (No. 1276890) of Marsh & McLennan Agency Pty Ltd (ABN 33 000 668 584, AFS Licence No. 238984). Victor Insurance Australia is a subsidiary of Marsh, which is a business of Marsh McLennan.

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