



FURLONG

EQUINE INSURANCE

Insurance Contract

 contact@furlongequine.com.au

 **1300 001 179**

Level 1, 477 Pitt Street, Haymarket, NSW 2000

PO Box K84, Haymarket, NSW 1240

www.furlongequine.com.au

Furlong Equine Insurance ABN 85 668 660 035

An Authorised Representative (AR 001308840) of Furlong Insurance Solutions Pty Ltd ABN 91 002 190 301 - AFSL 239952



IN AN EMERGENCY

- Contact a qualified **Veterinarian** to treat the horse **immediately**
- Contact your **broker** to inform them of an **illness, injury, disease, surgical / medical procedure, death or theft**
- In the event of death, a **full-post mortem** examination and **identification** must be carried out by a **qualified Veterinarian** with a written **report** supplied to **your broker** for a mortality claim

FURLONG EMERGENCY CONTACTS

MITCH ROACH	mitch@furlongequine.com.au	0447 061 388
EMILY ROBSON	emily@furlongequine.com.au	0477 292 485
MATTHEW LAWRENCE	matt@furlongequine.com.au	0401 063 828

YOU MUST INFORM US ON ANY OF THE FOLLOWING CHANGES IN CIRCUMSTANCES AS SOON AS POSSIBLE, IN ORDER TO ENSURE YOUR POLICY RESPONDS IN THE EVENT OF A CLAIM.

- **Location** – Your horse is going to move outside the territorial limits stated on your policy
- **Ownership changes** – change in your shareholding in the horse(s) and/or the sale of your insured interest
- **Changes in fair market value** – whilst policies are AGREED VALUE, you should inform us if the horse(s) value increases or decreases.
 - **Use changes** – the use of your horse changes from that stated on your policy
 - **Surgery** – Your horse undergoes any type of surgical procedures including castration

YOU WILL NOT BE ENTITLED TO ANY PAYMENT FOR VETERINARY EXPENSES INCLUDING SURGICAL PROCEDURES OR POST-MORTEM EXPENSES UNLESS YOUR POLICY HAS THE OPTIONAL POLICY EXTENSION OF LIFE SAVING SURGERY
(Refer LSS extension section for terms)
FAILURE TO ACT IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS MAY INVALIDATE YOUR POLICY





Lloyd's Equine Insurance

Australia

LMA3159A 26 July 2021

YOUR INSURANCE CONTRACT

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

IMPORTANT INFORMATION

1) ABOUT THE INSURER

- a) This insurance is underwritten by certain Underwriters at Lloyd's (referred to as **we/us/our/insurer**).
- b) Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the *Insurance Act 1973* (Cth).
- c) Details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable are set out in the table of **insurers** shown in the **schedule**. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

2) WHO TO CONTACT

For all queries about this insurance contract please contact **your broker**.

3) WHEN YOU APPLY FOR THIS INSURANCE (INCLUDING FOR VARIATIONS OR RENEWALS):

- a) Read this document to understand the insurance and to consider if it is suitable for **you**.
- b) Words appearing in bold (other than headings) will have the meanings listed in the "Definitions" section, unless otherwise stated in any section of this insurance.
- c) **We** will tell **you** if any special terms will apply that affect the standard terms set out in this insurance. These will be recorded in the **schedule** **we** issue confirming cover and/or in any **endorsement** (if applicable).

- d) **You** must answer any questions **we** ask honestly and accurately and to the best of **your** knowledge. In particular, read **your** Duty of Disclosure which **you** must comply with. If **you** don't, **we** may be able to refuse to pay or reduce a claim **you** make and/or cancel this insurance, or treat it as if it never existed, subject to relevant law.
- e) If **we** offer cover, **we** will tell **you** the **premium you** need to pay for this insurance and when it needs to be paid.
- f) **You** must understand that **we** do not consider if this insurance is suitable for **you** personally. **You** should seek professional advice to help **you** when needed.

4) WHERE WE ISSUE YOU WITH INSURANCE (INCLUDING FOR VARIATIONS OR RENEWALS):

- a) **We** will confirm this by issuing a **schedule**. **We** may also issue **endorsements** where applicable.
- b) This document, the **schedule** and any **endorsements** form **your** agreement or contract with **us** ("this insurance") and need to be read together and kept in a safe place for future reference. These are the terms on which **we** have agreed to provide this insurance.
- c) Check the **schedule** and any **endorsements** to make sure:
 - i) They set out what **you** believe was agreed. For example, check they correctly list the **horse(s) you** want to insure and the relevant **sum insured** is shown in the **schedule**. **You** should review the **sum insured** on a regular basis to ensure it accurately reflects the **fair market value** of the **horse** and if not, contact **your broker** or **us**.
 - ii) The information in them relevant to **you** is accurate and up to date. For example, **your** contact details or matters recorded as being disclosed.

If not, contact **us** or arrange for **your broker** to do so as soon as possible as this may adversely affect **your** right to cover.

- d) **You** must understand **your** and **our** rights and obligations under the terms of this insurance. In summary:
 - i) The cover **we** agree to provide is explained under the "What is Covered?" section;
 - ii) This cover is restricted by what are called exclusions. These are set out in the "What is Not Covered" section.

iii) Under the other terms of this insurance **you** and **we** have certain:

(1) Rights. For example:

- (a) **You** and **we** can only cancel this insurance in accordance with the "Cancellation" section;
- (b) **You** are entitled to have **us** handle claims and disputes in accordance with the "How to Make a Claim" and "How to Make a Complaint" sections and **your** privacy in accordance with the "Data Protection and Privacy" section;

(2) Obligations. For example:

- (a) **You** need to provide **us** with notice of certain matters (See "Important Conditions" and comply with the "How to Make a Claim" sections;
- (b) **You** and **we** must give notice of cancellation as set out in the "Cancellation" provision and must act in relation to claims in accordance with the "How to Make a Claim" section.

Please note that the standard terms of this insurance might be amended in some cases by changes recorded in the **schedule** or an **endorsement** and these need to be considered.

If **you** don't meet **your** obligations under the terms of this insurance, **we** may refuse or reduce what **we** pay in relation to a claim and/or cancel this insurance, subject to relevant law. See "When We Can Refuse to Pay or Reduce the Amount we Pay Under a Claim" for further information.

This Important Information section provides some more detail about some key rights and obligations **you** and **we** have under the terms of this insurance to assist **you**. **You** still need to read this insurance for all relevant details.

5) DUTY OF DISCLOSURE

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

You have the same duty before **you** renew, extend or vary an insurance contract.

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

- a) reduces the risk **we** insure **you** for;
- b) is of common knowledge;
- c) **we** know or should know as an **insurer**; or
- d) **we** waive **your** duty to tell **us** about.

*If **you** do not tell **us** something*

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat this insurance as if it never existed.

6) CANCELLATION

Your and **our** cancellation rights (including **premium** refund rights) are set out in the "Cancelling this Insurance" section.

7) COOLING OFF PERIOD

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

- a) The date **you** receive this insurance documentation; or
- b) The start of the **period of insurance**,

whichever is the later.

See the "Cooling Off Period and Refund of Premium" section for more information.

8) COMPLAINTS AND DISPUTES

Information on **your** right to make a complaint and **our** dispute resolution procedure is set out in the section "How to Make a Complaint".

9) MAKING A CLAIM

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

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

10) ASSUMED LIABILITY AND WAIVED RIGHTS

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

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

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

11) THIRD PARTY INTERESTS

You and **we** are the only parties to this insurance; no insurance is provided in relation to the interest of any persons not shown in the **schedule** as being entitled to benefit under this insurance.

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

Any person entitled to any benefit under this insurance:

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

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

12) WHEN WE CAN REFUSE TO PAY OR REDUCE THE AMOUNT PAID UNDER A CLAIM

- a) **We** may refuse to pay or reduce the amount paid under a claim to the extent permitted by law.
- b) The situations in which **we** may refuse to pay or reduce the amount paid under a claim under this insurance include (but are not limited to):
 - i) When **you** apply for cover (this includes new business, variations and renewals) and **you** do not comply with **your** obligations regarding pre contractual disclosures and representations to **us** under the *Insurance Contracts Act 1984* (Cth) (including where applicable the Duty of Disclosure);
 - ii) If **you** do not comply with or meet a term of this insurance – See “If You Do Not Comply With or Meet any Policy Term” section for more detail;
 - iii) **You** make a fraudulent claim – See “Fraudulent Claims” section;
 - iv) Where **you** have not acted, or are not acting, in accordance with **your** duty of utmost good faith under the *Insurance Contracts Act 1984* (Cth) – See “Duty of Utmost Good Faith” section;

- v) The effect of other insurance: If at the time of death or **humane destruction** of the **horse** **you** have any other insurance in force in respect of the **horse** (whether or not such insurance is valid or collectable) then **we** will not pay any claim unless **we** have acknowledged (in writing) the other insurance.

If **we** have acknowledged the other insurance, then **we** will only pay a maximum of **our** proportion of the **fair market value** of the sum insured for the **horse** as shown in the **schedule**. For example, if the **horse** is valued at AUD10,000 and both insurances provide a sum insured of AUD10,000, **we** will only pay a maximum of 50% of **our** sum insured; AUD5,000 in this example.

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

13) IF YOU DO NOT COMPLY WITH OR MEET ANY POLICY TERM

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

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

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

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

Where:

- a) The act was necessary to protect the safety of a person or to preserve property;

b) It was not reasonably possible for **you** or the other person not to do the act; or

c) **You** prove that no part of the loss that gave rise to the claim was caused by the act,

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

Where the act:

a) Could not reasonably be regarded as being capable of causing or contributing to a loss in respect of which cover is provided by this insurance; or

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

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

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

14) FRAUDULENT CLAIMS

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

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

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

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

- a. a claim is made in respect of a loss that occurred as a result, in whole or in part, of a defect or imperfection the **horse**; and
- b. at the time when the contract was entered into **you** were not aware of, and a reasonable person in the circumstances could not be expected to have been aware of, the defect or imperfection,

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

15) DUTY OF UTMOST GOOD FAITH

- a) Section 13 of the *Insurance Contracts Act 1984* (Cth) requires each party to this insurance to act towards the other party, in respect of any matter arising under or in relation to it, with the utmost good faith.
- b) Section 14 of the *Insurance Contracts Act 1984* (Cth) provides that if reliance by a party to the Policy on a provision of the Policy would be to fail to act with the utmost good faith, the party may not rely on the provision.

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

16) 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

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 <https://insurancecode.org.au>.

The above provides information on some important matters. **You** still need to ensure **you** read this insurance to understand all of **your** and **our** rights and obligations.

CONTENTS

Definitions	1
Important Conditions	3
Notifying Us Of Any Changes.....	4
CHANGES IN FAIR MARKET VALUE	5
Cancelling This Insurance.....	6
COOLING OFF PERIOD AND REFUND OF PREMIUM	6
Death Of The Insured Horse	8
WHAT IS COVERED	8
WHAT IS NOT COVERED	8
How To Make A Claim.....	11
THINGS YOU MUST DO.....	11
Humane Destruction Of A Horse.....	12
Disputed Fair Market Value	13
How To Make A Complaint	14
Our Rights	16
Data Protection And Privacy	17
Sanctions.....	18
Choice Of Law And Jurisdiction	18
Additional Policy Conditions And Exclusions	22
Policy Extensions.....	26
AGREED VALUE	26
WOBBLER SYNDROME	26
EQUINE TWELVE MONTHS EXTENSION	33
SURGICAL OPERATIONS	29
Optional Policy Extensions	31
1. LIFE SAVING SURGICAL FEES EXTENSION	31
2. GUARANTEED RENEWAL EXTENSION	33
3. AUTOMATIC ADDITIONS EXTENSION	34
4. STALLION PERMANENT TOTAL DISABILITY EXTENSION	35
5. COLIC SURGERY COSTS EXTENSION	38

DEFINITIONS

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

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

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

Fair market value means the price at which ownership of the **horse** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the **horse** and current market conditions (see "Changes in Fair Market Value" section).

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

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

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

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

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

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

Premium	means the amount you must pay for this insurance as shown in the schedule and/or any endorsements .
Schedule	means the document showing your name, horse(s) insured and the sums insured, and the period of insurance .
Sum insured	means the maximum amount we will pay you as shown in the schedule .
Terrorist activity	means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but is not limited to: <ul style="list-style-type: none"> - actual harm to you; - damage to your horse or other property; - use of any application, software or programme in connection with any electronic equipment (for example a computer, laptop, smartphone, tablet or internet capable electronic device) or computer virus.
Veterinary surgeon	means a veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practice equine veterinary medicine.
We / us / our / insurer	means the Underwriter(s) at Lloyd's who provide the cover under this insurance.
You / your / insured	means the person(s), partnership, trust, corporation or organisation stated as "The Insured" in the schedule .
Your broker	means the insurance broker or intermediary who arranged this insurance on your behalf.

IMPORTANT CONDITIONS

1. At the start of the **period of insurance**:

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

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

- any increase in sum insured on the **horse**; and/or
- any **horse** added to this insurance; and/or
- any other extension of or addition to this insurance

2. If **you** submit a Veterinary Certificate or a Declaration of Health **you** must also comply with Important Condition 1 by telling **us** about the health of the **horse**. However, if **we** accept a Veterinary Certificate or a Declaration of Health then the burden is on **us** to prove that the **horse** was not in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever at the start of the **period of insurance** for the **horse**.

3. **You** must at all times provide proper care and attention for the **horse** and take all reasonable steps to avoid or minimise any loss covered under this insurance.

4. In the event of any accident, illness, disease, lameness, injury, or physical disability suffered by the **horse**, **you** must as soon as possible and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **horse** for treatment. **You** must also as soon as possible notify **your broker**. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary.

5. **You** must be the sole owner of the **horse** or have a financial interest in the **horse**. This insurance will cease to cover the **horse** immediately if **you** sell or part with any financial interest in the **horse**, whether temporarily or permanently. For the purpose of this clause the term "sole owner"

extends to include **you** acting as authorised agent for one or more owners of the **horse** or stated interest in the **schedule**. For sales at public auctions, this insurance will continue until the sale contract is satisfied within the terms of the auctioneer's conditions of sale, up to a maximum of ten (10) days following the day of the auction. If **you** own a part-share of a **horse**, any claims payment will be limited to a maximum of **your** financial interest.

6. The **horse** must remain within the Geographical Limits stated in the **schedule** during the **period of insurance**.
7. **You** must notify **your broker** in the event of the **horse** being operated upon for castration or spaying, prior to the day of such procedure.

NOTIFYING US OF ANY CHANGES

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

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

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

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

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

Changes In Fair Market Value

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

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

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

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

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

CANCELLING THIS INSURANCE

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

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

- Non-payment of **premium**
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request
- Threatening or abusive behaviour or the use of threatening or abusive language

Cooling Off Period and Refund of Premium

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

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

whichever is the later. If **you** cancel this insurance within the cooling off period, **you** are entitled to a full refund of the **premium** paid, provided **you** have not made a claim (see below).

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

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the cost of providing this insurance.

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

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

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

DEATH OF THE INSURED HORSE

What is Covered

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

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

What is Not Covered

We will not pay for:

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

However, **we** will pay:

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

was so uncontrollable as to have been a danger to the safety of the aircraft, crew, passengers or cargo.

3. death or **humane destruction** in any way caused by or resulting from one or more of the following:
 - a) any surgical operation unless conducted by a **veterinary surgeon** and certified by them to have been required due to an accident, injury, illness or disease occurring during the **period of insurance** and carried out in an emergency attempt to save the **horse's** life;
 - b) the giving of any **medication** unless by a **veterinary surgeon** (or experienced personnel directed by him/her) and certified by that **veterinary surgeon** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **period of insurance**;
 - c) malicious or wilful injury or criminal or intentional acts or omissions by **you**;
 - d) failure by **you** to provide proper care and attention for the **horse** at all times, or failure by **you** to take reasonable steps to avoid or minimise any loss;
 - e) use of the **horse** for a purpose other than that stated in the **schedule**.
4. death or **humane destruction** in any way caused by or resulting from one or more of the following:
 - a) nuclear reaction, nuclear radiation or radioactive contamination;
 - b) any chemical, biological, bio-chemical, or electromagnetic weapon;
 - c) **terrorist activity**;
 - d) 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;
 - e) war, whether war be declared or not, hostilities or any act of war or civil war;

- f) the use of or inability to use a computer (including devices such as smart phones, tablets and wearable technology) or electronic data;
 - g)
 - i. Coronavirus disease (COVID-19);
 - ii. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - iii. any mutation or variation of SARS-CoV-2;
 - iv. any fear or threat of g) i., g) ii. or g) iii above; or
 - h) Avian Influenza virus or any mutation or variation of an Avian Influenza virus.
5. death or **humane destruction** in any way caused by or resulting from:
- a) Hendra Virus unless **you** provide to **us** verification from a **veterinary surgeon** that the vaccination status of the **horse** is current and up to date against such virus in accordance with the vaccine manufacturers' recommendations; or
 - b) any loss where an attending **veterinary surgeon** declined to treat the **horse** because of **your** failure to provide to the **veterinary surgeon** verification that the vaccination status of the **horse** is current and up to date against such virus in accordance with the recommendations of the vaccine manufacturer.

HOW TO MAKE A CLAIM

Things You Must Do

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

1. In the event of the death or **humane destruction** of a **horse** **you** must:
 - a) as soon as possible, and at **your** own expense, arrange for a **veterinary surgeon** to confirm the identity of the **horse** and the cause of death (or in the case of **humane destruction**, the reason why **humane destruction** was necessary). In addition, a **post-mortem** will be required, unless **we** agree otherwise in writing. If a **post-mortem** is required, the cost must be met by **you**, unless **we** agree otherwise in writing.
 - b) as soon as possible, notify **your broker** and request a Claim Form. **You** must also provide full details of what has happened and provide any other information **we** may require. **Your broker** may also instruct a **veterinary surgeon** on **our** behalf if deemed necessary by **us**.
 - c) provide **your broker** with a detailed Claim Form and Release within sixty (60) days after the death or **humane destruction** of the **horse**, or as soon as possible.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim.

2. **You** must at all times co-operate with **us** and **our** representatives in the investigation and adjustment of any actual or potential claim by:
 - a) providing as soon as possible upon request by **us** or **our** representatives access to any person(s), copies and originals of all veterinary records whether held by **you**, or by **veterinary surgeons**, having care, custody or control of the **horse**; and

- b) providing as soon as possible upon request by **us** or **our** representatives all information relating to the condition, history, performance, value or otherwise of the **horse** which **we** or **our** representatives may reasonably require; and
- c) preserving anything that might be useful by way of evidence in connection with a claim and retaining it until **we** or **our** representatives have inspected it.

Failure to cooperate with **us** could affect **your** claim, for example **we** may reduce the amount **we** pay as appropriate.

After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **horse** at **your** own expense.

HUMANE DESTRUCTION OF A HORSE

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

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

DISPUTED FAIR MARKET VALUE

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

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

HOW TO MAKE A COMPLAINT

About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. Over 90 syndicates underwrite insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications. **You** can obtain a copy of the code at www.codeofpractice.com.au

Our aim is to provide the highest service to our Australian policyholders and, to this end, **we** have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

How Can We Help You?

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

How We Handle Complaints

If **you** have any concerns or wish to make a complaint in relation to this policy, **our** services or **your** insurance claim, please let us know and **we** will attempt to resolve your concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact **your** Lloyd's insurance intermediary or the administrator handling **your** claim in the first instance.

Internal Dispute Resolution Procedure

As part of the IDR procedure, **your** Lloyd's insurance intermediary or to the administrator handling **your** claim will acknowledge receipt of **your** complaint and do their utmost to resolve the complaint to **your** satisfaction within 10 business days.

If they cannot resolve **your** complaint to **your** satisfaction, they 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.

You can contact Lloyd's Australia at:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

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

You can contact Lloyd's in the UK at:

Complaints

Fidentia House

Walter Burke Way

Maritime Chatham

Kent ME4 4RN

Email: complaints@lloyds.com

Tel: +44 (0)20 7327 5693

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.

External Review

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:

Australian Financial Complaints Authority

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

You can contact the Financial Ombudsman Service (UK) at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Tel: +44 20 7964 0500

OUR RIGHTS

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

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

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

DATA PROTECTION AND PRIVACY

The Basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other People's Details You Provide to Us

Where **you** provide **us** or **your broker** with details about other people, **you** must provide this notice to them.

Want More Details?

For more information about how **we** use **your** personal information please see our full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

Contacting Us and Your Rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**, or **your broker** who will provide **you** with **our** contact details.

SANCTIONS

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

CHOICE OF LAW AND JURISDICTION

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

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

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court. In the event of a claim arising under this Insurance immediate notice should be given to either **your** Lloyd's insurance intermediary or to the administrator handling **your** claim.

ADDITIONAL COVERAGE: THEFT

What is Covered

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

1. theft of the **horse**; or
2. death or **humane destruction** of the **horse** directly resulting from theft of the **horse**

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

What is Not Covered

We will not pay for any loss in any way:

1. arising from unexplained disappearance, escape or voluntary parting of possession of or title to the **horse** as a result of **you** being induced by fraud, trickery or similar false pretences; or
2. relating to any embryo within a mare or for any of her foals, unless the embryo or foal is listed separately in the **schedule**.

Additional Important Conditions

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

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

If **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party this insurance, in its entirety and with respect to all **horses** stated in the **schedule**, will be cancelled.

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

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

WHO WE ARE

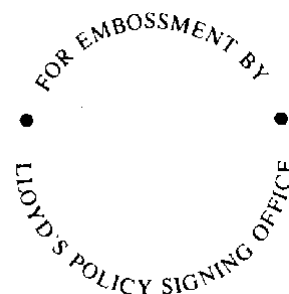
In this insurance, **our** syndicate numbers and proportions are shown in the attached table. **We** bind ourselves severally and not jointly, that is, in the event of a claim, each of **us** (and **our** Executors and Administrators) is liable only for their own share of their syndicate's proportion of the risk.

You or **your** representative can obtain the name of each of **us** and **our** respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

The General Manager of LPSO is authorised to sign and issue this contract of insurance on behalf of each of **us**.

LLOYD'S POLICY SIGNING OFFICE

General Manager



We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

LLOYD'S

One Lime Street London EC3M 7HA

ADDITIONAL POLICY CONDITIONS AND EXCLUSIONS

Full Premium Payable if Loss (FPIL)

Should **your horse** be the subject of a claim and was insured for a period of less than 365 days (for example, pro rata addition to policy), the balance of the full annual premium will become immediately payable in order to process **your** claim.

Single Policy For Multiple Insureds

Our total liability under this insurance will not exceed the sums insured specified in the **schedule** regardless of the number of insureds specified in the **schedule**.

Several Liability / Multiple Underwriters Notice

Your insurance may be provided by more than one insurer (if so, this will be stated in the "Schedule of Subscribing Insurers"). Each insurer is only responsible for their own share of the risk. For example, if one insurer has a 20% share, they will take 20% of the premium and is responsible for paying 20% of a claim. No one insurer is responsible for another insurer's share of the risk, in any circumstances.

Strike, Riot, Civil Commotion and Malicious Acts Exclusion

This Exclusion applies to all coverage grant(s) under the Policy, including extensions, additional coverages and exceptions to any exclusion. This Exclusion shall be paramount and shall override anything contained in the Policy inconsistent with it.

In the event any part or term of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

1. The Policy does not insure any loss, damage, claim, cost, expense or other sum of whatsoever nature, directly or indirectly caused by, resulting from, arising out of or in connection with any **Strike, Riot, Civil Commotion** and/or **Malicious Act**, including any action taken by any person or authority in controlling, preventing or suppressing any **Strike, Riot, Civil Commotion** and/or **Malicious Act**. This Exclusion applies regardless of whether any loss, damage, claim, cost, expense or other sum of whatsoever nature is caused by, results from, arises out of or in

connection with any other cause or event contributing concurrently or in any other sequence to it.

2. If Underwriters allege that by reason of this Exclusion, any loss, damage, claim, cost, expense or other sum of whatsoever nature is not covered, the burden of proving the contrary shall be upon the Insured.

3. Definitions

For the purposes of this Exclusion, **Strike, Riot, Civil Commotion** and **Malicious Act** mean:

Strike means a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.

Riot means a violent disturbance by a group of persons assembled together for a common purpose which threatens the public peace.

Civil Commotion means a substantial violent disturbance by a large number of persons assembled together and acting with common purpose or intent.

Malicious Act means deliberate act(s) causing loss of or damage to property during and/or following **Strike, Riot** or **Civil Commotion**, including but not limited to vandalism, looting, theft of or the taking of goods by force.

Except as provided for in this Exclusion, all other terms, conditions and exclusions of the Policy remain the same and fully applicable.

LMA5553

05 August 2021

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 14 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001

30/9/08

AUSTRALIAN LITIGATION DISPUTE RESOLUTION ENDORSEMENT

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

The Underwriters hereon agree that:

- (i) In the event of a dispute arising under this Insurance, the Underwriters at the request of the Assured 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.
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon:
 - Lloyd's Underwriters' General Representative in Australia
 - Suite 1603
 - Level 16
 - 1 Macquarie Place
 - Sydney NSW 2000

who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.

- (iii) If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Broker/Coverholder placing this Insurance.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

Whitehall Court Insurance Brokers Ltd

2 White Lion Court

Cornhill

London

EC3V 3NP

England

LMA5135, 20 March 2009, Form approved by Lloyd's Market Association

POLICY EXTENSIONS

(Refer to **your schedule** for full details)

AGREED VALUE

Subject to all the terms and conditions of the insurance to which this Extension relates and the value of the **horse** being agreed by **us** at inception, if a covered loss occurs, **we** will pay the full amount for which the **horse** is insured under this policy at the time of loss.

WOBBLER SYNDROME

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance or as shown below.

Wobbler syndrome means a **horse** that is suffering from cervical vertebral malformation and/or spinal cord compression and/or cervical compressive myelopathy.

Grade Levels are defined as:

Grade 0 means neurologically normal.

Grade 1 means neurological defects barely detectable at normal gaits; exacerbated by excitatory tests.

Grade 2 means neurological defects readily seen at walk.

Grade 3 means neurologically worse defects and a **horse** may stumble or fall with manipulation.

Grade 4 means **horse** may fall at normal gaits.

Grade 5 means recumbent.

What is covered

Subject to all the terms and conditions of the insurance to which this Extension relates and subject to the additional important conditions below, **we** will pay **you** up to the limit stated in the **schedule**, in the event of the **horse** being diagnosed during the **period of insurance** as suffering from the condition

known as **wobbler syndrome** of a minimum level of **Grade 3**, which is chronic and progressive in nature. The additional important conditions below describe the requirements for diagnosis.

We will also pay for death or destruction for humane reasons of the **horse** directly caused by, happening through, in consequence of, or contributed to by, a surgical operation conducted by a **veterinary surgeon** and certified by the **veterinary surgeon** to have been necessitated solely by the radiographic and/or myelographic evidence.

Additional important conditions

1. The diagnosis of **wobbler syndrome** must be supported by an up to date negative test for Equine Protozoal Myelitis and, where required by **us**, radiographic and/or myelographic evidence confirming **wobbler syndrome** and the diagnosis must be certified by both **your** and **our veterinary surgeon** to be chronic in nature and progressive and of a minimum level of **Grade 3**.
2. In the event of any uncertainty or dispute between **your** and **our veterinary surgeon** as to whether the **wobbler syndrome** condition confirmed by radiographic and/or myelographic evidence is chronic in nature and progressive and of a minimum level of **Grade 3**, then a third **veterinary surgeon** mutually agreed upon by the two appointed **veterinary surgeons** will provide an independent opinion.

We agree unconditionally to accept the opinion of the third **veterinary surgeon**. However, **you** are under no obligation to accept that opinion. Should **you** not accept the opinion of the third **veterinary surgeon**, then **you** have the right to follow the complaints process detailed in the insurance.

The fees of the appointed **veterinary surgeon** will be paid by the party making the appointment and the fee of the mutually agreed **veterinary surgeon** will be shared equally between **you** and **us**.

3. In the event that **we** pay a claim under this Extension, then undisputed title and ownership of **your** interest in the **horse** will pass to **us** if required by **us**.

GUARANTEED RENEWAL EXTENSION

Note: Where the Guaranteed Renewal Extension is agreed for an insured horse, the Equine Twelve Months Extension Clause becomes invalid. Refer to your schedule for full details of applicable extension clauses.

Veterinary Health Requirements:

Notwithstanding Important Condition 1 of the policy to which this Extension attaches, in order for this Extension to be activated, the following conditions have to be met, unless specifically agreed otherwise by **us** in writing beforehand:

- > A veterinary certificate accepted by **us** on new born foals insured from 24 hours of age including IgG blood results.
- > A haemogram accepted by **us** on new born foals insured from 24 hours of age with values of AUD 150,000 or above.
- > A Declaration of Health accepted by **us** for **horses** insured up to AUD 500,000; with a current Veterinary Certificate accepted by **us** for **horses** insured for more than AUD 500,000.
- > No health documentation is required for **horses** purchased at public auction (excluding online and digital sales) and insured from fall of hammer. For horses purchased at online and digital sales, health documentation may be required by **us** dependent on the conditions of sale.

Upon compliance of above, no further health documentation is required for subsequent renewals of this insurance until the insured **horse** reaches 14 years of age, provided that this policy has continued throughout on an uninterrupted basis.

In the event of a **horse** insured under this policy incurring a life-threatening injury, illness or disease, coverage will be renewed, without exclusion of the condition, for the same sum insured until the first policy anniversary date after the horse reaches the age of 14 years or until such time as the injury, illness or disease is no longer life-threatening, whichever is sooner; at which time **we** may review the sum insured in accordance with the market value of the **horse**. In the event that the injured horse forms part of a larger schedule of horses, it is a condition of this Extension that **we** reserve the right to renew the

entire schedule. If the renewal schedule changes significantly in either size or make up, the application of this Extension will need to be re-agreed by **us** for those **horses** renewing.

Additional Important Conditions

1. Premium payments for the policy and policy renewal(s) must be up to date at all times.
2. Notification of the injury, illness or disease must have been made at the time in accordance with policy conditions.
3. The **horse** must have remained and remain in the same ownership.

The premium charged for renewal(s) of cover will not exceed **our** standard rate for the appropriate category of **horse** and use. Any disagreement as to whether an injury, illness or disease is life-threatening will be referred to a panel of three **veterinary surgeons**; one appointed by **you**, one by **us** and one by the two already appointed **veterinary surgeons**. If the two appointed **veterinary surgeons** are unable to decide on a third **veterinary surgeon**, **you** and **us** will continue to nominate a new **veterinary surgeon** until a third has been agreed upon. The majority decision of this panel of three will be binding on both **you** and **us**. The costs of appointing the panel of **veterinary surgeons** will be shared equally by **you** and the **us**.

SURGICAL OPERATIONS

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance.

What Is Covered

Subject to all the terms and conditions of the insurance to which this Extension relates and subject to the additional important conditions below, this insurance is extended to cover death or **humane destruction** of the **horse** resulting directly or indirectly from a surgical operation.

Additional important conditions

1. With the exception of those surgical operations performed in an emergency attempt to save the life of the **horse**, **we** must be advised of and consent to any surgical operation to be performed on the **horse** in advance of the surgical operation being performed.
2. The surgical operation must be performed by a **veterinary surgeon** qualified to perform the procedure.
3. With the exception of those surgical operations performed in an emergency attempt to save the life of the **horse**, any surgical operation under general anaesthesia must be performed at a veterinary clinic, unless certified by a **veterinary surgeon** that it is in the best interests of the **horse** not to be moved to a clinic.
4. In the event that the **horse** manifests any illness, disease, lameness, disability or complication of any kind during or after any surgical operation, **you** must as soon as possible, and in any event before the expiration of this insurance, advise your **broker**, whether or not the surgical operation was advised to **us** in accordance with Additional Condition 1 above. Advising **us** of a surgical operation as required by Additional Condition 1 of this Extension does not constitute satisfaction of this Additional Condition 4.

Additional Terms For Castration

In the event that **we** are advised in writing of, and consent to, a surgical operation for the castration of a **horse** in advance of that surgical operation, the insurance will not cease automatically in respect of the **horse**. However, where the insurance is subject to any agreed value clause or provision, that agreed value clause or provision shall automatically cease to apply to the **horse** immediately upon the commencement of any surgical operation for gelding and the most **we** will pay will be the **fair market value**.

OPTIONAL POLICY EXTENSIONS

(Refer to **your schedule** for full details)

Subject to all of the terms, conditions and exclusions of this policy, the following optional extension(s) is/are only operative if it/they appear(s) as operative in **your schedule**.

1. LIFE SAVING SURGICAL FEES EXTENSION

IMPORTANT NOTICE - This policy specifically excludes cover for fees for hospitalisation where no life saving surgery is undertaken. This cover is not an all-encompassing vet fee cover; it is a catastrophe lifesaving surgical cover to immediately save the life of the horse.

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance.

Excess means the monetary amount **you** must pay in the event of a loss or losses covered by this insurance before any claim shall be payable.

Life saving surgery means a surgical procedure carried out under general anesthesia or sedation and performed to immediately save the life of the **horse**.

Limit of liability means the total amount payable by **us** under this Extension, per **horse**, during the **period of insurance**. It is shown in **your schedule**.

What Is Covered

Subject to all the terms and conditions of the insurance to which this Extension relates and in consideration of an additional premium that may be charged, this insurance is extended to reimburse **you**:

- a) for reasonable and customary fees for **life saving surgery**.
- b) for reasonable and customary after-care while the **horse** is kept on the premises where the **life saving surgery** is performed.

- c) for transit to and from the premises where the surgery is or was performed, whether the **horse** is dead or alive, limited to AUD 600.00. This is included within the **limit of liability** for this extension, and not in addition to it.
- d) for euthanasia, post-mortem and disposal costs. This is included within the **limit of liability** for this extension, and not in addition to it.

After-care is limited to 50% of the cost of surgery and shall not extend more than fifteen (15) days from the time of surgery.

The **limit of liability** under this Extension is as stated in the **schedule**, but in the event that the **horse** in question is insured for less, **we** will not pay **you** in excess of the **sum insured** of the **horse**. For example, if the **limit of liability** for this Extension is AUD 10,000 but the horse is insured for AUD 8,000, the maximum amount payable by **us** under this Extension is AUD 8,000.

In the event of a claim under the Life Saving Surgery Extension, the **limit of liability** stated in the **schedule** above is based on 100% interest and adjusted for your share.

Excess

In the event of any claim(s) this Extension is subject to an **excess** as stated in **your schedule** in respect of each **horse**. In the case of any **life saving surgery** recurring during the **period of insurance** a separate **excess** will apply to each separate occurrence. □The **excess** stated is based on 100% interest and will be adjusted for **your** share in the **horse**. For example, if the **excess** is AUD 500, and 50% of the **horse** is insured under this policy, the **excess** payable by **you** will be AUD 250.

Additional Important Conditions

1. Within twenty-one (21) days, **you** must provide **us** with a report signed by the treating **veterinary surgeon** detailing the **life saving surgery** performed and the **horse's** condition.
2. **You** must provide **us** with copies of all invoices for which the claim is made.
3. The amount claimable is limited to **your** proportional insured interest of the **horse**.

What Is Not Covered

- A) Any **horse** under twenty four (24) hours of age or over fifteen (15) years of age at the date of the commencement of this insurance.

- B) Any surgery not performed by a **veterinary surgeon** in a school of veterinary medicine or surgical clinic.
- C) Conditions existing diagnosed or treated prior to the commencement of coverage under this policy.
- D) Any examination, medical treatment or medication unless it is given in conjunction with the insured **life saving surgery** being claimed.
- E) Any elective or voluntary surgical procedure.

Please Note: Premium for the Life Saving Surgical Fees Extension is earned in full by insurers. If your policy is cancelled outside of the 14 day cooling off period, there is no return of premium for this policy extension.

2. EQUINE TWELVE MONTHS EXTENSION

NOTE: Where the Guaranteed Renewal Extension is agreed for an insured horse, the Equine Twelve Months Extension Clause becomes invalid. Refer to your schedule for full details of applicable extension clauses.

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance.

What Is Covered

Subject to all the terms and conditions of the insurance to which this Extension relates and after the renewal of this insurance with **us** and payment of any additional premium, the ninety (90) day extension period referred to in the insurance will be extended to cover the **horse** until such time as the accident, injury, illness or disease is no longer life-threatening, but in any case not exceeding a further period of two hundred and seventy five (275) days after the expiration of the original ninety (90) days extension.

In the event that the **horse** is over thirteen (13) years of age when the original ninety (90) days extension period ends, then the amount that **we** will pay as specified in the **schedule** will be reduced by the following:

25% if fourteen (14) years of age;
33% if fifteen (15) years of age;
40% if sixteen (16) years of age; and
50% if seventeen (17) years of age.

This Extension shall not apply to the **horse** if, when the original ninety (90) days extension period ends, the **horse** is eighteen (18) years of age, or over.

3. AUTOMATIC ADDITIONS EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance, or as shown below.

Acquisition means a horse purchased or born during the period of this insurance, whether at public auction or by private sale, in which **you** have an interest, for addition to the **schedule** in accordance with this Extension.

In utero means unborn foal in the womb.

What Is Covered

Subject to all of the terms and conditions of the insurance to which this Extension relates and subject to the additional important conditions below, and payment of the additional premium, this insurance is automatically extended to include any **horse** acquired or foal born during the **period of insurance**, for an amount up to but not exceeding the amount shown in the **schedule** for this Extension.

Additional Important Conditions

1. **You** must notify **your broker** of any **acquisition** within 48 (forty eight) hours of purchase or birth, with subsequent advice to **us** by **your broker** as soon as possible.
2. For new-born foals, the **period of insurance** will commence at 24 hours after birth, subject to a veterinary certificate with reference to IgG Levels, satisfactory to **us**. The **sum insured** will be limited

to twice the Stallion's Stud Fee (In the year of covering) plus GST, unless other **sums insured** have been specifically advised and agreed by **us** beforehand in writing.

3. For new-born foals insured from 24 hours of age with a value of AUD 150,000 or above, a haemogram must be completed and accepted by **us**.

What Is Not Covered

- a) Syndicated or part of value **horses** where the total value exceeds AUD 1,000,000 or currency equivalent.
- b) Any animal for which the Veterinary Certificate and/or Declaration of Health is in any way qualified.
- c) Any animal under 24 hours of age or over 14 years of age.
- d) Any foals **in utero** at the time of purchase.
- e) Any syndicated stallion shares, breeding rights or insurable interests derived from lease agreements and other contractual arrangements.

4. STALLION PERMANENT TOTAL DISABILITY EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance, or as shown below.

Impotent means the failure of the stallion to achieve intromission.

Infertile means sterile.

Serving mares means achieving intromission.

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

What Is Covered

Subject to all of the terms and conditions of the insurance to which this Extension relates and subject to the additional important conditions below, it is agreed that this insurance is extended to provide

cover in the event of the **stallion** becoming, during the **period of insurance**, totally and permanently:

- a) **impotent**; or
- b) **infertile**; or
- c) incapable of **serving mares**,

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

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

What Is Not Covered

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

Additional Important Conditions

- a) **You** must comply with all of the terms and conditions of the insurance to which this Extension relates.
- b) **You** must as soon as possible notify **your broker** in accordance with the "How to make a claim" section of the insurance to which this Extension relates, in the event of any indication of the **stallion** being or becoming **impotent, infertile** or incapable of **serving mares**.

If **you** fail to comply with the additional important conditions above, and those in the insurance to which this Extension relates, **your** claim may not be paid, or **your** insurance could become invalid.

How we deal with your claim

- a) Following notification in accordance with additional condition b) above, in the event that an accident, injury, illness or disease has not resulted in a permanent total disability until after the

expiry date of this insurance, claims shall be considered under this Extension providing the permanent total disability as agreed by two **veterinary surgeons**, one appointed by **you** and one appointed by **us**, arose within 12 (twelve) months from the date of first occurrence or manifestation of the accident, injury, illness or disease.

- b) In the event of any uncertainty or dispute as to whether such accident, injury, illness or disease, has caused the **stallion** to be totally and permanently **impotent**, totally and permanently **infertile** or totally and permanently incapable of **serving mares**, if **you** and **we** agree, the uncertainty or dispute can be referred to a panel of three **veterinary surgeons**. Two **veterinary surgeons** shall be appointed, one by **you** and one by **us**, and a third shall be mutually agreed upon by the two appointed **veterinary surgeons**. The decision of this panel is binding on **us**, but not binding on **you**. The fees of the appointed **veterinary surgeons** shall be paid by the party making the appointment, and the fee of the mutually agreed **veterinary surgeon** shall be apportioned equally between **you** and **us**.
- c) i) In the event of a claim for 100% interest in the **stallion**, **we** have the right to take undisputed ownership of the **stallion**. Failure or inability to deliver undisputed ownership of the **stallion** live to **us** as salvage will void this Extension and **we** will not pay any related claim.
- ii) In the event of a claim for less than 100% of each and every one of the shares in the **stallion**, or for less than 100% ownership interest in the **stallion** if not syndicated, **we** have the right to take undisputed title to and possession of any interest in the **stallion** for which claims have been made. Payment of a claim under this Extension entitles **us** to all rights under the Syndicate, Partnership, Joint Ownership or other similar agreement. Failure or inability to deliver title to and possession of any undisputed interest in the **stallion** for which claims have been made will void this Extension and **we** will not pay any related claim.

5. COLIC SURGERY COSTS EXTENSION

Definitions

Wherever words appear in bold (other than headings), they will have the meanings shown in the "Definitions" section of the insurance, or as shown below.

Colic means a clinical manifestation of abdominal pain.

Excess means the monetary amount **you** must pay in the event of a loss or losses covered by this insurance before any claim shall be payable.

What Is Covered

Subject to all of the terms and conditions of the insurance to which this Extension relates and in consideration of:

- a) an additional premium per **horse**, and
- b) **our** acceptance of the veterinary certificate(s) / declaration(s) of health for each **horse** to which this Extension applies,

this insurance is extended to reimburse **you**, following the diagnosis by a **veterinary surgeon** of **colic** in the **horse** and indicating the need for emergency surgery, in addition to the sum insured stated in the **schedule**, for the reasonable and customary fees incurred for:

1. surgical procedures performed upon a **horse** by a **veterinary surgeon** and certified by him/her to have been necessitated solely by **colic** and to have been carried out in an emergency attempt to save the life of the **horse**;
2. after-care while the **horse** is kept at the veterinary hospital where the surgical procedure was performed, but limited to no more than 15 (fifteen) days from the time of the first surgical procedure after diagnosis of **colic**;
3. transit to and from the veterinary hospital in connection with 1. above,

but not exceeding, for 1, 2 and 3 combined, the limit stated in **your schedule** per **horse** in total during the **period of insurance**.

For the purpose of this Extension only, **you** must, within 30 (thirty) days after surgery, provide **us** with:

- a) a report, signed by the operating **veterinary surgeon**, describing the nature of the **horse's** condition and the surgical procedures performed; and
- b) copies of all invoices in respect of which the claim is made.

What Is Not Covered

- 1. Surgical procedures unless performed by a **veterinary surgeon** in a school of veterinary medicine or surgical clinic;
- 2. Medical conditions existing, diagnosed or treated prior to the effective date of this Extension;
- 3. Any examination, medical treatment or medication unless given in conjunction with the surgical procedures for which a claim is made;
- 4. Surgical procedures not performed under general anaesthesia;
- 5. Post-mortem procedures and related fees or costs in connection with this surgery.

Excess

In the event of any claim(s) this Extension is subject to an **excess** as stated in your **schedule** in respect of each **horse**. In the case of **colic** recurring during the **period of insurance** a separate **excess** will apply to each separate occurrence. The **excess** stated is based on 100% interest and will be adjusted for **your** share in the **horse**. For example, if the **excess** is AUD 500, and 50% of the **horse** is insured under this policy, the **excess** payable by **you** will be AUD 250.

Please Note: premium for the Colic Surgery Costs Extension is earned in full by insurers. If your policy is cancelled outside of the 14 day cooling off period, there is no return of premium for this policy extension.